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Register of Deeds, Douglas County, NE  
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Reciprocal Ingress/Egress and Parking Easement Agreement

This RECIPROCAL INGRESS/EGRESS AND PARKING EASEMENT AGREEMENT (the "Agreement") is made and entered into this 10<sup>th</sup> day of February 2015 between Schmidley's LLC, a Florida limited liability company, ("Schmidley's") and M & E Williams, LLC, an Iowa limited liability company, ("Williams").

RECITALS

WHEREAS, Schmidley's is the owner of that certain real property situated in the County of Douglas, State of Nebraska, legally described on Exhibit "A", attached hereto; and,

WHEREAS, Williams is the owner of that certain real property situated in the County of Douglas, State of Nebraska, legally described on Exhibit "B", attached hereto; and

WHEREAS, Schmidley's and Williams desire and agree that the above described two (2) properties (jointly the "Properties" and individually a "Property") be subject to the easements and covenants, conditions, and restrictions hereinafter set forth, for the benefit of Schmidley's and Williams, and future owners, mortgagees, tenants and other occupants of the above described premises, there respective invitees, successors, and assigns.

NOW, THEREFORE, for and in consideration of the premises, and of the covenants herein contained, the sufficiency of which is hereby acknowledged, Schmidley's and Williams do hereby covenant and agree that the above described Properties and all present and future owners and occupants of the Property shall be and hereby are subject to the following:

- 1. Easements

1.1. Grant of Reciprocal Easements.

- (a) Williams grants to Schmidley's an irrevocable easement to provide parking for the benefit of Schmidley's employees and customers on the surface parking Property spaces depicted on Exhibit C attached hereto ("Williams Parking Spaces") on the North side of the Property line shown in bold, and for pedestrian and vehicular access across the Williams Property to reach the Williams Parking Spaces; and
- (b) Schmidley's grants to Williams an irrevocable easement to provide parking for the benefit of Williams' employees and customers on the surface parking Property spaces depicted on Exhibit C attached hereto ("Schmidley's Parking Spaces") on the South side of the Property line shown in bold, and for pedestrian and vehicular access across the Schmidley's Property to reach the Schmidley's Parking Spaces.
- (c) Schmidley's and Williams, for the benefit of one another and their respective employees and customers, will have equal, unrestricted use of the entry drive located on the Property line between the Properties at 120<sup>th</sup> Street, for pedestrian and vehicular ingress and egress to and from 120<sup>th</sup> Street to and from the Schmidley's Property and the Williams Property, and across any drive areas located on either the Schmidley's Property or the Williams Property. In the event the curb cuts for the 120<sup>th</sup> Street entry drive are relocated by the City of Omaha, this easement shall transfer to the new location of the entry and the access driveway so that at all times both the Williams Property and the Schmidley's Property have access to 120<sup>th</sup> Street.
- (d) Schmidley's and Williams agree, for the benefit of their respective employees and customers, that each will have unlimited access to and the right to use available parking spaces identified on Exhibit C at all times. Parking shall be on a "first come, first served" unassigned basis.
- (e) The Schmidley's Parking Spaces, the Williams Parking Spaces, the 120<sup>th</sup> Street entry, and all driveways on the Properties are referred to as the "Easement Areas."

1.2. Reasonable Use of Easements.

- (a) The easements granted shall be used and enjoyed in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct or operations of the business of the burdened Property or its owner, employees or customers, including, without limitation, public access to

and from the burdened Property, and the receipt or delivery of merchandise or supplies in connection with the business thereon.

(b) No permanent building, structures or other improvements inconsistent with the use and enjoyment of such easements shall be placed over or permitted to encroach upon any of the Easement Areas.

2. Maintenance. Each party shall be responsible to maintain its own Property and the Easement Areas thereon in good, clean and satisfactory condition, and to repair its Property and the Easement Areas thereon as and when needed. Each party shall be responsible for removal of trash, rubbish and refuse, if any, resulting from the access and parking use by that party's employees and customers. Neither party shall eliminate any of the Parking Spaces on its Property without first providing replacement Parking Spaces and access as necessary for the continued use of the other party's employees and customers, which replacement parking spaces and access must be agreed to by both parties; however, such consent must be reasonably given and can only be sought for good cause.
3. No Dedication to the Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Properties. No easements except those expressly set forth herein shall be implied by this Agreement.
4. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Douglas County Register of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of one hundred percent (100%) of the then record owners of the Properties in accordance with paragraph 5.01 hereof.
5. Miscellaneous.
  - 5.1. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, by the the written consent of one hundred percent (100%) of the then record owners of the Properties, evidenced by a document that has been fully executed and acknowledged by such record owners and recorded in the official records of the office of the Register of Deeds of Douglas County, Nebraska.
  - 5.2. Consents. Wherever in this Agreement the consent or approval of an owner is required, unless otherwise expressly provided herein, such consent or approval

shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; and (b) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an owner under this Agreement, to be effective, must be given, denied or conditioned expressly in writing.

- 5.3. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take action with respect to such default.
- 5.4. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 5.5. Run with the Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real Property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 5.6. Insurance. Each party shall be responsible for maintaining insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of the access and use of the Parking Spaces by its employees and customers.
- 5.7. Severability. Each provision of this Agreement and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependant upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
- 5.8. Release of Prior Understandings. The parties intend this Agreement shall and does contain the full and complete understanding and all terms and conditions of each party's rights with respect to the other party's Property as described in Exhibits "A" and "B" attached hereto. The parties mutually agree that this Agreement, which shall be binding upon their successors and assigns in perpetuity, supersedes and terminates any and all prior arrangements, agreements, understandings and discussions, whether written or unwritten, whether recorded or unrecorded.

whether between the parties or their predecessors in interest to the Properties, regarding each party's rights to, and any interest in, the other party's Property. This shall specifically include, but not be limited to, easements, parking rights, right-of-ways, rights of purchase or sale, and all other such agreements pertaining to the use or ownership of real property. All prior agreements and understandings of every nature are terminated and deemed null and void by the execution of this Agreement by and between Schmidley's and Williams.

- 5.9. Consideration. Each party agrees and acknowledges that the easements and rights granted to it under this Agreement by the other party, the on-going obligations required of each party and the full release and termination of all prior understandings and agreements, as set forth under paragraph 5.08 above, constitutes good and valuable consideration to the signing party, sufficient for the license, access and other rights granted by this Agreement.
- 5.10. Governing Law. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 5.11. Enforcement. The provisions of this Agreement may be enforced by an action for injunctive relief as well as by an action for damages. No violation of any portion of this Agreement by any party who is bound by this Agreement shall give any other party the right to cancel, rescind, or otherwise terminate this Agreement, but the foregoing limitation shall not affect any other rights or remedies which such other party may have by reason of such violation.
- 5.12. Taxes and Assessments. Each owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Property.
- 5.13. Notices. Notices or other communication shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address listed below by each owner's signature. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. All Notices are to be copied to: Matt Stigge, 4712 North 120<sup>th</sup> Street, Omaha, Nebraska 68134.
- 5.14. Lien Removal. In the event a construction or mechanic's lien is filed against either Property as a result of work or materials provided on behalf of or at the request of the other Property owner, the Property owner responsible for contracting or otherwise ordering the work or materials for which the lien was recorded shall cause such lien to be removed or bonded over within ten (10) days


of notice that a lien has been filed, regardless of whether such notice is from the owner of the Property encumbered by the lien, or the lien holder.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

Schmidley's LLC, a Florida  
Limited liability company

M & E Williams, LLC, an Iowa  
limited liability company

By: Lauren A. Smith Trust Dated  
April 18, 2012, Sole Member

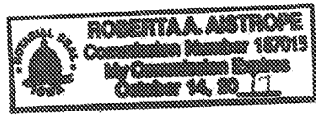
By:   
Robert C. Matthias, Sole Trustee  
700 West Morse Blvd. – Suite 201  
Winter Park, FL 32789

By:   
Its: *President*  
51496 230 Street  
Glenwood, IA 51534

**Acknowledged on following page**

STATE OF Iowa )  
 ) ss  
COUNTY OF Jessup )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January 2018 by Martin Williams, the President of M & E Williams, LLC, an Iowa limited liability company. Martin P Williams is personally known or identified to me by satisfactory evidence to be same person executing this Agreement.

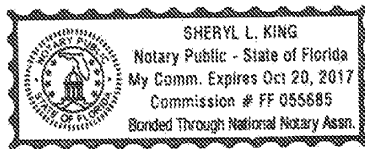


SEAL

Roberta A Astrope  
Notary Public

STATE OF FLORIDA )  
 ) ss  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June 2018 by Robert C. Matthias, the sole trustee of the Lauren A. Smith Trust dated April 18, 2012, as the sole member of Schmidley's LLC, a Florida limited liability company. Robert C. Matthias is personally known or identified to me by satisfactory evidence to be same person executing this Agreement.



SEAL

Sheryl L King  
Notary Public

**EXHIBIT "A"**  
**Schmidley's Property**

The Southeast Quarter of the Northeast Quarter of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying East of the Big Papillion Drainage Ditch Except the North 260.00 feet, described as follows: from the Northeast corner of said Southeast Quarter, thence  $S0^{\circ}05'00''W$  (assumed bearing) on the Easterly line of said Southeast Quarter, 260.00 feet to the point of beginning; thence  $S89^{\circ}36'15''W$  on a line 260.00 feet Southerly from and parallel with the Northerly line of said Southeast Quarter 908.48 feet to the centerline of the Big Papillion Drainage Ditch; thence  $S19^{\circ}21'39''E$  on the Centerline of said Ditch 1127.90 feet to the Southerly line of said Southeast Quarter, thence  $N89^{\circ}36'15''E$  on the Southerly line of the Southeast Quarter 533 feet; thence  $N0^{\circ}05'00''E$  on the Easterly line of said quarter 1067.18 feet to the point of beginning.

EXCEPT the following: The East 403 feet of the South 125 feet of the North 385 feet of the Southeast Quarter of the Northeast Quarter of Section 6, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, lying East of the Big Papillion Drainage Ditch, EXCEPT the North 260.00 feet, all in Douglas County, Nebraska.

AND EXCEPT that part of the Southeast Quarter of the Northeast Quarter of Section 6, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows: Commencing at the Northeast corner of said Southeast Quarter, thence  $S0^{\circ}05'00''W$  (assumed bearing) on the East line of said Southeast Quarter, 260.00 feet; thence  $S89^{\circ}36'15''W$  on a line 260.00 feet South of and parallel to the North line of said Southeast Quarter, 403.00 feet to the point of beginning; thence continuing  $S89^{\circ}36'15''W$  on a line 260.00 feet South of and parallel to the North line of said Southeast Quarter 505.48 feet to a point on the centerline of the Big Papillion Drainage Ditch; thence  $S19^{\circ}21'39''E$  on the centerline of said Big Papillion Drainage Ditch, 132.17 feet; thence  $N89^{\circ}36'15''E$  on a line 385.00 feet South of and parallel to the North line of said Southeast Quarter, 461.48 feet, thence  $N00^{\circ}05'00''E$  on a line 403.00 feet West of and parallel to the East line of said Southeast Quarter, 125.00 feet to the point of beginning.



**Exhibit "B"**  
**Williams Property**

The South 125.00 feet of the North 385.00 feet of the West 353.00 feet of the East 403 feet of the southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska; and

That part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows: Commencing at the NE corner of said SE  $\frac{1}{4}$ ; thence S 00°05'00"W (assumed bearing) on the East line of said SE  $\frac{1}{4}$ , 260.00 feet; thence S89°36'15" W on a line 260.00 feet South of and parallel to the North line of said SE  $\frac{1}{4}$ , 403.00 feet to the point of beginning; thence continuing S89°36'15" W on a line 260.00 feet South of and parallel to the North line of said SE  $\frac{1}{4}$ , 505.48 feet to a point on the centerline of the Big Papillion Drainage Ditch; thence S19°21'39" E on the centerline of said Bib Papillion Drainage Ditch, 132.17 feet; thence N89°36'15" E on a line 385.00 feet South of and parallel to the North line of said SE  $\frac{1}{4}$ , 461.48 feet; thence N00°05'00" E on a line 403.00 feet West of and parallel to the East line of said SE  $\frac{1}{4}$ , 125.00 feet to the point of beginning.

**EXHIBIT "C"**  
**Parking Easement Areas**

