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SUBMITTED TITLECORE NATIONAL, LLC

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2018-14716
2018 Jun 28 03:35:55 PM
Sheryl J. Dowling
REGISTER OF DEEDS


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**Landlord Consent, Easement Agreement, and Lease Termination
(in recordable form)**

This Landlord Consent, Easement Agreement, and Lease Termination (“Agreement”) is made and entered into effective as of June 26, 2018 (“Effective Date”) by and between First National Bank of Omaha, a national banking association, (“Tenant”) and La Vista City Centre, LLC, a Nebraska limited liability company (“Landlord”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

1. Landlord is fee simple owner and Landlord and Tenant are parties under that certain Lease Agreement dated August 1, 1993 by and between Landlord (as successor-in-interest to Brentwood Crossing Associates II, a Missouri general partnership, as landlord), and Tenant, as lessee, pertaining to property legally described below and commonly known as 7855 So. 84th Street, La Vista, Nebraska 68128 (the “Property”), as extended and subject to additional extension up to the remaining useful life of Tenant’s branch bank building and improvements, (the “Ground Lease”):

Lot 11, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska,

on which Tenant constructed, owns, and operates a retail branch banking facility comprised of a building and other improvements on or serving such Property (“Building”).

2. This Agreement is entered into pursuant to that AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD INTERESTS between Tenant and the La Vista Community Development Agency (the “Agency”), dated effective

Upon Recording Please Return To:
Fitzgerald, Schorr PC LLO
Attn: Tom McKeon
10050 Regency Circle
Omaha, NE 68114

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as of June 26, 2018 and incorporated herein by this reference (“Demolition Agreement”), a copy of which is on file with the La Vista City Clerk, to provide Agency Demolition Rights so it can perform Demolition and Site Preparation with respect to the Property and Building.

3. Landlord hereby ratifies, affirms, adopts, approves, and consents to the Demolition Agreement, all terms and conditions thereof, and all performance of Tenant or Agency in accordance with such Demolition Agreement, including without limitation, Tenant’s conveyance of Demolition Rights and all of Tenant’s right, title and interest in or to the Property or Building for Agency to carry out Demolition and Site Preparation, and relinquishment of all rights of Tenant under the Ground Lease, and Agency’s exercise of the Demolition Rights and performance of Demolition and Site Preparation. Not in limitation of the foregoing, Landlord agrees to the proration of real estate taxes specified in Section 5 of the Demolition Agreement. Landlord shall not challenge any such terms, conditions, performance, conveyance, relinquishment, or exercise described in this paragraph.
4. Landlord hereby grants and conveys to Agency all Demolition Rights of Landlord with respect to the Property or Building, including without limitation, all right, title, and interest in or to the Building and all other improvements or property therein or thereon, and authorizes Agency to commence and carry out the Demolition and Site Preparation, and Agency shall be authorized to demolish, remove, and discard or otherwise dispose of such Building, improvements, and property as the Agency determines in its sole discretion.
5. Landlord and Tenant each agrees that Agency is hereby granted an easement and rights in to and over the Property, Building and improvements, effective upon Closing under the Demolition Agreement, to enter upon the Property and perform Demolition and Site Preparation of the Property, including without limitation, demolition, clearance, removal, transport, transfer, and disposal of the Building and all improvements on, in, under, over, across, or otherwise connected with the Property, initial grading, removal or relocation of utilities or soils, or other work in a manner determined by the Agency in its sole discretion. Not in limitation of the foregoing, Landlord and Tenant each conveys all of its rights or interests in the Building and other improvements to Agency. The easement granted by this paragraph also shall be for the benefit of any contractors, agents, employees, or representatives designated to perform any of the Demolition and Site Preparation.
6. Not in limitation of the foregoing, Landlord hereby ratifies, affirms, adopts, and approves the RECIPROCAL CONSTRUCTION EASEMENT, AND CONVEYANCE OF DEMOLITION AND SITE PREPARATION RIGHTS AND EASEMENT recorded with the Sarpy County Register of Deeds as Instrument Number 2016-31250 (“Pre-existing Easement”) and easements and rights granted the City or Agency therein, and affirms that such easement and rights shall apply with respect to the Property and Building, all improvements thereon or therein, and all rights or interests therein, for the Agency to perform the Demolition and Site Preparation.
7. Landlord, on or before the Closing Date under the Demolition Agreement, and as a condition of such Closing, shall eliminate any recorded or unrecorded interests or

encumbrances that might interfere with the Demolition and Site Preparation (“Encumbrances”). Tenant shall cooperate with Landlord to eliminate any such Encumbrances.

8. Landlord acknowledges that this Agreement shall be delivered at Closing as an inducement of the parties to close on the Demolition Agreement. Landlord does not have, is not seeking, and shall not seek any uncompensated rights or interests or rights to any additional consideration from Tenant or Agency with respect to any rights or interests on, in, under, over, across, or otherwise connected with the Ground Lease, Property or Building, or arising out of Agency’s performance of Demolition and Site Preparation.
9. Landlord agrees, within three (3) days after the Effective Date of the Demolition Agreement and in all events before the Closing Date, to provide the Agency with full and complete copies of any documents or instruments in the possession or control of Landlord relating to Landlord’s rights, title or interests in or to the Ground Lease, Building, or Property, including without limitation, copies of the Ground Lease (as amended) and any amendments; and such other information in Landlord’s possession that might be relevant to Agency performance of Demolition and Site Preparation.
10. Landlord and Tenant agree that Tenant obligations to pay rent under the Ground Lease shall cease upon Tenant opening for business in the New Branch Banking Facility. If Closing is not on the first day of the month, any applicable rents and any other payments due under the Ground Lease shall be prorated to the date of Closing unless Landlord and Tenant otherwise agree.
11. The Ground Lease and all obligations of the parties thereunder automatically shall terminate upon completion of the Demolition and Site Preparation, without any further action required of any person or entity; provided, however that Tenant and Landlord agree that upon completion of the Demolition and Site Preparation they will sign and deliver a written release in recordable form as may be necessary to release the recorded Ground Lease or any recorded memorandum thereof.
12. This Agreement shall be subject to consent of Dundee Bank, a branch of Security State Bank and holder of security interests in the Property, in form and content of the Secured Party Consent below. Landlord and Tenant agree that Agency or its designee shall be authorized to proceed with Demolition and Site Preparation upon Closing on the Demolition Agreement.
13. This Agreement shall constitute covenants running with the land and shall be binding on Landlord and Tenant, and each of them, and their respective successors and assigns. Agency shall be authorized to enforce this Agreement. Terms and conditions of this Agreement shall survive and remain in full force and effect after Closing.
14. Agency shall be a beneficiary and authorized to enforce this Agreement against Landlord and/or Tenant.

Agreement shall survive and remain in full force and effect after Closing.

14. Agency shall be a beneficiary and authorized to enforce this Agreement against Landlord and/or Tenant.
15. Terms used in this Agreement shall have the same meaning as used in the Demolition Agreement, unless otherwise specified or the context otherwise requires.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

First National Bank of Omaha, a national
banking association

By: Brenda Dooley
Senior Vice President

La Vista City Centre, LLC

By: 

Christopher L. Erickson, Manager

SECURED PARTY CONSENT

The undersigned, as the holder of a lien on the Property, hereby consents and agrees to the Landlord Consent, Easement Agreement, and Lease Termination of First National Bank of Omaha, a national banking association, and La Vista City Centre, LLC above, including without limitation all grants, conveyances, rights and interests to or for the benefit of City or Agency with respect to the Property, and Agency shall be authorized to carry out Demolition and Site Preparation with respect to such Property.

Dated this _____ day of _____, 2018.

Dundee Bank, a branch of Security State Bank

By _____
Its _____

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By: Brenda Dooley
Senior Vice President

La Vista City Centre, LLC

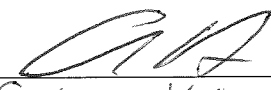
By: _____
Christopher L. Erickson, Manager

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Dated this 26 day of June, 2018.

Dundee Bank, a branch of Security State Bank

By 
Its Senior Vice President

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.



Cynthia Ann Jones
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Secured Party Consent was acknowledged before me this ___ day of _____, 2018, by _____, _____ of Dundee Bank, a branch of Security State Bank, on behalf of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

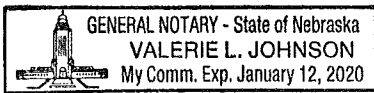
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.



Valerie L. Johnson
Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Secured Party Consent was acknowledged before me this ___ day of _____, 2018, by _____, _____ of Dundee Bank, a branch of Security State Bank, on behalf of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

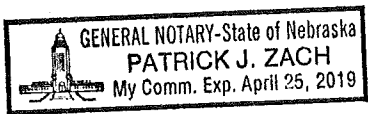
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) ss.
COUNTY OF DOUGLAS)

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Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing Secured Party Consent was acknowledged before me this 26 day of June, 2018, by Adrian Hernandez, Senior V.P. of Dundee Bank, a branch of Security State Bank, on behalf of said bank.



[Signature]
Notary Public