



MISC 2014010640



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 02/11/2014 08:14:23.00



2014010640

When recorded return to: Michael C. Carter, 11506 Nicholas St. #103, Omaha, NE 68154

NON-EXCLUSIVE RECIPROCAL PARKING EASEMENT AGREEMENT AND INGRESS/EGRESS EASEMENT

THIS NON-EXCLUSIVE RECIPROCAL PARKING EASEMENT AGREEMENT AND INGRESS/EGRESS EASEMENT is entered into this 23rd day of May, 2013, by and between **Elk Ridge Independent Living, LLC, a Nebraska limited liability company**, owner of Lots 1 - 4 more particularly described as:

Lots 1 through 4, ELK RIDGE REPLAT 6, being a replatting of Lot 1, ELK RIDGE REPLAT 1, a subdivision as surveyed, plotted and recorded in Douglas County, Nebraska

RECITALS

- A. Owner is the owner of adjoining lots located in Elkhorn, Douglas County, Nebraska.
- B. The Owner desires to create a reciprocal parking easement and access easement throughout the parcels of land for the mutual benefit of Lots 1 through 4.

NOW, THEREFORE, for good and valuable consideration, and for the mutual benefit of the Owner and its tenants and the guests, agents, employees, customers and, and their successors and assigns, the Owner hereby agrees as follows:

1. Grant of Parking and Ingress/Egress Easement. Owner, for itself, its tenants, and the guests, agents, employees, customers and invitees and its successors and assigns, hereby grants each Lot, a nonexclusive parking and access easement and ingress/egress easement upon, over, and across those portions of the adjoining Lots lying within any parking area that is constructed. Each Lot Owner may, in its sole discretion modify, increase or decrease the parking area within its lot without the consent or approval of any other Lot Owner.

2. Driving/Access and Ingress/Egress Easement. Each Owner of the lots comprising the property, on behalf of itself and its successors and assigns and to their licensees, employees, agents, customers and invitees are hereby granted the nonexclusive right, privilege and easement for the use of the access drives (now existing or hereafter constructed, or access upon, over and across those portions of the adjoining lots within the property) for pedestrian and vehicular ingress and egress to each lot's area. It is agreed that no barricade, fence or other dividers shall be constructed in the easement area and it is further agreed that the parties will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic in the easement areas.

3. Construction of Parking and Ingress/Egress Easement Area. Each Owner shall construct for itself, their tenants, successors and assigns, the required parking spaces and driveways for ingress and egress.

4. Perpetual Existence. The parking, access and ingress/egress easement created by this Agreement are perpetual and shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of the Lots and their respective successors and assigns.

5. Maintenance of Easements. Each Owner or its tenant covenants to maintain, repair, and replace the parking area as constructed or to be constructed in the Easement areas on each respective parcel at its sole cost. This obligation includes, without limitation, seal coating, patching, repaving, and other maintenance procedures to be performed as frequently as necessary and which may be reasonably required to maintain in a first-class manner, the parking area as constructed or to be constructed in the easement areas and, as to the Easement, to allow ingress and egress during all hours.

6. Insurance. Each Owner, at its expense, shall maintain commercial general liability insurance on the Easement areas naming the Owner, its tenants, its mortgagees, and any other parties reasonably designated by the other Owner as additional insureds. All insurance shall require at least 30 days prior written notice to the other party of termination (10 days for non-payment of premium). The policies shall be with an insurer approved to do business in the State of Nebraska. Each Owner agrees to provide evidence of such insurance upon request.

7. Interference. Owner agrees that it will not unreasonably interfere with the use of the easement areas by the other owner. Each Owner agrees that it will not obstruct, block, impede the use of, or close any easement area, in particular the Easement Area.

8. Integration. This Agreement is the entire agreement with respect to the subject matter hereof.

9. Notices. All notices required or permitted by this Agreement shall be deemed to be duly given if hand delivered, sent by registered or certified mail, return receipt requested, or sent by overnight mail and addressed:

In the case of Owner:

Elk Ridge Independent Living, LLC
11506 Nicholas Street, Ste. 100
Omaha, NE 68154

Owner may, by notice given as aforesaid, change its address for all subsequent notices, except that neither Owner may require notices to it to be sent to more than two addresses. Notices shall be deemed given when delivered or mailed in the manner aforesaid.

10. Successors and Assigns. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, representatives, heirs and assigns.

11. Severability. If any portion of this Agreement or application to any Owner or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12. Nebraska Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

13. Authorization. By executing below, the Owner warrants that it has taken sufficient action to make this Agreement a binding obligation upon such Owner, and it further warrants that the party executing this Agreement on behalf of the organization has the power to bind the organization to the terms of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above.

**Elk Ridge Independent Living, LLC,
a Nebraska limited liability company**

By: Karl J. B.

Its: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of May, 2013, by Robert J. Furley, the Manager of **Elk Ridge Independent Living, LLC**, a Nebraska limited liability company, on behalf of the company.

Lois Soukup
Notary Public

