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ROADWAY EASEMENT AGREEMENT

This is an Agreement dated as of July 27, 2007, between B – A HOLDING COMPANY, a Nebraska corporation ("BAH"), and ROD KUSH AND KATHLEEN KUSH, husband and wife, Nebraska resident ("Sellers").

PRELIMINARY STATEMENT

Contemporaneously with the execution of this Agreement, BAH acquired from Sellers ownership of Lot 1, Kush Plaza Replat 3, an Administrative Subdivision in Douglas County, State of Nebraska (the "Parcel").

Sellers are the owners of adjacent properties to the Parcel and desire to retain access to such parcels after the sale of the Parcel to BAH.

To provide the Sellers with access to their parcels, BAH has agreed to grant to Sellers a non-exclusive easement over a designated area of the Parcel for vehicular access and ingress and egress on and over the roadway as depicted and legally described on the Lot Plan attached hereto as Exhibit A.

For the purpose of evidencing their understanding with respect to the establishment of the roadway easements benefiting the Seller's parcels and the owners of other parcels adjoining the Parcel (the "Adjoining Parcels"), the Parties have entered into this Agreement.

TERMS AND CONDITIONS

I. Roadway Easement.

A. Definitions.

1. Owner shall mean any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated association, government agency or other business entity now or hereafter holding of record a fee interest in a portion or all of either the Parcel or the Adjoining Parcels.

2. Permittees shall mean (i) the respective record owners of any portion or all of the Adjoining Parcels identified on Exhibit B and their respective successors, assignees, heirs and personal representatives, (ii) such owners' agents, customers, invitees, licensees, employees, servants and contractors, (iii) such owners' tenants and subtenants and their respective customers, invitees,

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employees, servants, licensees, contractors and agents, and (iv) such owners' land contract purchasers, mortgagees and beneficiaries under deeds of trust.

3. Roadway shall mean the roadway situated on the Parcel depicted and legally described on Exhibit A annexed and incorporated herein (the "Roadway"), including any alterations, relocations or reconfigurations thereof consistent with the terms of this Agreement.

B. Easement Grant. BAH hereby grants to the Permittees a non-exclusive perpetual easement over and upon the Roadway depicted and legally described on Exhibit A annexed to this Agreement for vehicular ingress, egress, passage and traffic upon, over and across the Roadway for the purpose of furnishing access and ingress and egress to and from 72nd Street and the service road directly to the South of L Street, which easement rights shall be exercised only in connection with the use of the Adjoining Parcels.

C. Use of Roadway. The Permittees (i) shall use the Roadway with due regard to the rights of other Permittees and the Owner of the Parcel and its occupants, tenants, subtenants, licensees, customers, agents, and their respective employees and contractors; (ii) shall not use the Roadway in any manner which will impair or impede the rights of other Permittees and the Owner of the Parcel and its occupants, tenants, subtenants, licensees, customers, agents, and their respective employees and contractors; and (iii) shall not obstruct or impede passage on the Roadway. In no event shall the Owner of the Parcel impose a charge or toll for the use of the Roadway.

D. Maintenance of Roadway. The repair, replacement and maintenance of the Roadway situated on the Parcel (i) shall be performed by the Owner of the Parcel Parcel, (ii) shall be conducted in a manner consistent with maintenance practices prevailing in first-class shopping centers in the metropolitan area of Omaha, and (iii) shall include, but not be limited to:

- 1. Maintenance, repair and replacement of the surface and subsurface of the Roadway so as to maintain a level, smooth, evenly covered Roadway with the type of materials originally used or such substitutes as will in all material respects be equal or be superior to such materials in quality, appearance, use and durability;
- 2. Removal from the Roadway of debris, ice, snow and other objects or hazards to persons and vehicles using the Roadway as required in the sole discretion of the Owner of the Parcel;
- 3. Installation, maintenance and replacement of exit and directional signs and markers as may be reasonably required from time to time as determined in the sole discretion of the Owner of the Parcel; and
- 4. Such painting and striping as may be required to maintain any painted and striped portions of the Roadway.



E. Cost of Maintenance of Roadway. The Owner shall apportion the costs of maintenance of the Roadway to the Owners of the Adjoining Parcels based upon the Building Square Footage as set for on Exhibit B. Each of the Owners of the Adjoining Parcels shall pay such portion of the costs set forth in Section I D within thirty (30) days of receipt of notice from the Owner of the Parcel Owner. The Building Square Foot Percentages as set forth on Exhibit B shall not be subject to adjustment for any subsequent additions or demolitions of improvements located on the Adjoining Parcels. In the event the Owner of Parcel 1600050052 with an address of 4801 South 72nd Street, as shown on Exhibit B shall fail to make payment as set forth above, for any reason, Sellers covenant and agree that Sellers, in addition to any obligation that Sellers may have as Owner of any of the Adjoining Parcels, shall be responsible for the percentage of costs allocated as set forth on Exhibit B to Parcel 1600050052.

II. Nature of Easements.

A. Each and all of the easements and rights granted or created herein are appurtenances to the Adjoining Parcels and none of the easements and rights may be transferred, assigned or encumbered, except as an appurtenance to the Adjoining Parcels. Under no circumstances may the Owner of the Adjoining Parcels, with respect to the Parcel and the Roadway, grant any license, permission, authority or easement of any kind or duration. For the purpose of such easements and rights, the Adjoining Parcels, which are benefited, shall constitute the dominant estate and the area of the Parcel which is burdened by such easements and rights shall constitute the servient estate.

B. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

1. are made for the direct, mutual and reciprocal non-exclusive benefit of the Permittees of the Parcel and no other person or entity;
2. constitute covenants running with the land; and
3. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Parcel or the Adjoining Parcels at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provisions in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

C. The acceptance of any transfer or conveyance of title from any Party to this Agreement or its respective heirs, personal representatives, successors or assigns of all or any portion of its interest in any of its property subject to this Agreement shall be deemed to:

1. require the prospective grantee to agree not to use, occupy or allow any lessee, sublessee or occupant of the transferred property to use or occupy such transferred property in any manner which would constitute a violation or breach of any of the easements, restrictions and covenants contained herein; and



2. require the prospective grantee to assume and agree to perform and be bound by each and all of the obligations of such conveying party under this Agreement with respect to the property to be conveyed.

Upon recordation of such conveyance, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the property so conveyed, but shall not be relieved from past obligations. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes title to any property which is subject to this Agreement in connection with a mortgagee foreclosure action or deed in lieu of foreclosure or the exercise of the power of sale under a deed of trust.

III. **Enforcement.**

In the event of any violation by any Party to this Agreement or by any Permittee of any of the terms, restrictions, covenants and conditions provided herein, including failure to pay maintenance fees, any of the Parties, or their respective heirs, personal representatives, successors or assigns shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction and/or all such other available equitable remedies from the consequences of such breach, including but not limited to specific performance.

In addition to all other remedies available at in equity, upon the failure of a defaulting Party to cure a breach of this Agreement within thirty (30) days following written notice thereof by a Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), a Party (or Permittee) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate published in the Federal Reserve Statistical Release H.15 (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency or (ii) blockage or material impairment of the easement rights, a Party may immediately cure the same and be reimbursed by the other Party upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

Except as set forth above, a Party will not be in default under this Section III unless such Party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within such thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

The remedies specified herein shall be all inclusive.

It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement.



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The successful party in any litigation to enforce the provisions of this Agreement shall be entitled additionally to recover reasonable attorney's fees as approved and ordered by the court.

IV. **Duration and Termination.**

Except as otherwise provided herein, the easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

This Agreement, or any easement, covenant, restriction or undertaking contained herein may be terminated or amended as to any portion or all of the Parcel or the Adjoining Parcels only by the recording of the appropriate document in the Office of the Douglas County Register of Deeds (a) only by the mutual agreement of (i) Sellers as long as it they are the Owners of one or more of the Adjoining Parcels, and (ii) BAH as long as it is the Owner of any portion of the Parcel, or (b) if either subparagraph (i) or (ii) of Subsection (a) immediately above is inapplicable, then in the case where subparagraph (i) of Subsection (a) is inapplicable, by all of the Owners of the Adjoining Parcels, and in the case where subparagraph (ii) of Subsection (a) is inapplicable by all of the Owners of the Parcel. Subject to the foregoing, no consent to the amendment or termination of this Agreement shall be required from any occupant or tenant of the properties of the Parties or any other person having an interest or claim in such properties.

V. **Not a Public Dedication.**

Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

VI. **Benefit.**

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective heirs, personal representatives, successors and assigns.

VII. **Waiver.**

No waiver of any breach of any of the easements and covenants herein contained shall be construed as or constitute a waiver of any breach or waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

VIII. **Separability.**

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the extent permitted by law.

IX. **Negation of Partnership.**

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

X. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

XI. Counterparts.

This Agreement shall be executed in several counterparts, each of which shall be deemed an original constituting a single agreement.

XII. Notice.

All notices under this Agreement must be in writing and shall be effective if (i) mailed certified mail, return receipt requested, postage prepaid, in which case such notice shall be deemed delivered on the third business day following the mailing of such notice, or (ii) delivered by a nationally recognized courier service, in which case such notice shall be deemed delivered on the next business day following delivery to such courier service, as follows (unless notice of a change of address is given pursuant hereto):

A. If to Sellers: _____

With a copy to: _____

B. If to BAH: 6500 Holdrege Street
Lincoln, NE 68505
Fax: 402-464-6810
Attention: President

With a copy to: Jennifer J. Strand, Esq.
Woods & Aitken L.L.P.
301 So. 13th Street, Ste. 500
Lincoln, NE 68508

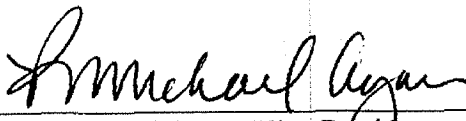
Such notices shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, or (iii) rejected at the then designated address of the Party intended.

XIII. Force Majeure.

Whenever performance is required of any Party under this Agreement, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, if completion of performance shall be delayed by reason of acts of God, war, civil commotion, riots, strikes or other labor disputes, unavailability of labor or materials, or any other cause beyond the reasonable control of such Party, then the time for performance required under this Agreement shall be extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Party from the prompt payment of any monies required under this Agreement nor shall the lack of funds be deemed a cause beyond the control of such Party.

BAH:

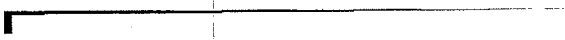
B – A HOLDING COMPANY.
a Nebraska corporation

By: 
R. Michael Ayars, Vice-President

SELLERS:

Rod Kush

Kathleen Kush



XIII. Force Majeure.


Whenever performance is required of any Party under this Agreement, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, if completion of performance shall be delayed by reason of acts of God, war, civil commotion, riots, strikes or other labor disputes, unavailability of labor or materials, or any other cause beyond the reasonable control of such Party, then the time for performance required under this Agreement shall be extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Party from the prompt payment of any monies required under this Agreement nor shall the lack of funds be deemed a cause beyond the control of such Party.

BAH:

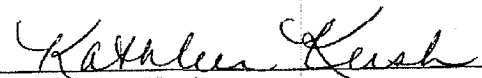
B - A HOLDING COMPANY.
a Nebraska corporation

By: _____
R. Michael Ayars, Vice-President

SELLERS:



Rod Kush

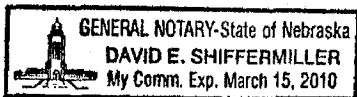


Kathleen Kush

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
 Lancaster) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of July, 2007, by R. Michael Ayars, Vice President, B – A Holding Company, a Nebraska corporation, on behalf of such corporation.



David E. Shiffermiller

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Ron Kush and Kathleen Kush, husband and wife, Nebraska residents.

Notary Public

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by R. Michael Ayars, Vice President, B - A Holding Company, a Nebraska corporation, on behalf of such corporation.

Notary Public

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of July, 2007, by Ron Kush and Kathleen Kush, husband and wife, Nebraska residents.

Jessica Charles

Notary Public

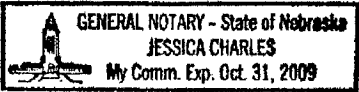
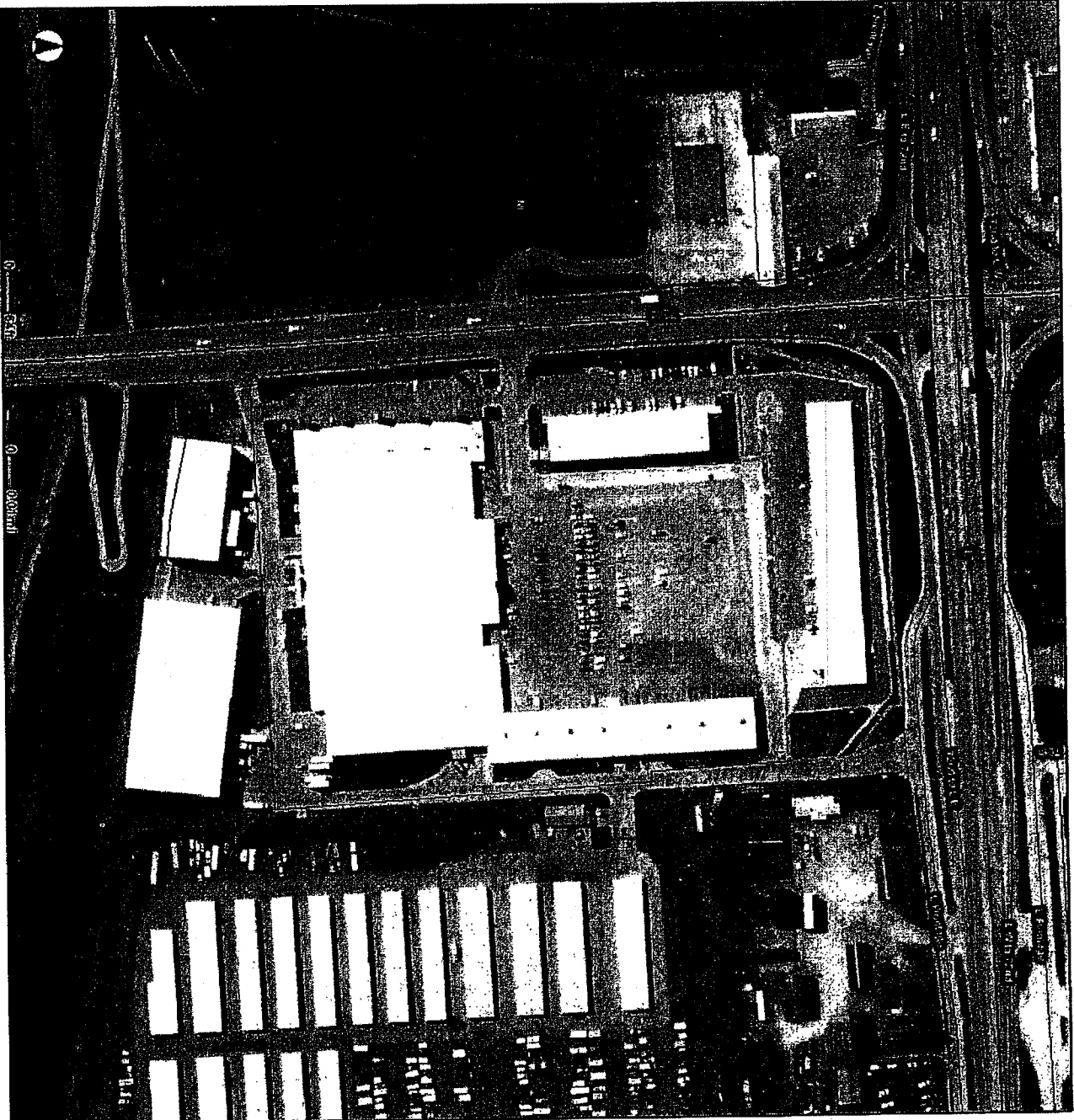


EXHIBIT A









Lot Plan



Douglas County NE GIS Map



LEGEND

-  Minor Streets
-  Major Streets
-  Interstates
-  Interstates
-  Parcels
-  parcels
-  Color Aerial
-  Hydro

Driven by **WebGUIDE**

Disclaimer: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

ROADWAY EASEMENT

EXHIBIT B

Parcel Identification and Cost Percentage Determination

Douglas County Assessor Parcel ID	Property Address	Legal Description – In accordance with Douglas County Assessor	Building Square Footage (Feet)	Building Square Footage Percentage
0643912650	4945 S. 72nd St. Omaha, NE 68117	Blue One Ad Replat 1* Lot 1 Block 0 IRREG	15,045	5.82%
0643912652	4955 S. 72nd St. Omaha, NE 68117	Blue One Ad Replat 1* Lot 2 Block 0 IRREG	39,900	15.44%
1400050070	7013 L Street B103 Omaha, NE 68127	Kush Plaza Replat 3* Lot 1 Block 0 IRREG 2.42 AC	25,500	9.87%
1600050050	4837 S. 72nd St. B10 Omaha, NE 68127	Kush Plaza Replat 1* Lot 1 Block 0 IRREG	163,508	63.29%
1600050052	4801 S. 72nd St. Omaha, NE 68127	Kush Plaza Replat 1* Lot 2 Block 0 IRREG 175*300	14,400	5.57%
		Total Square Feet	258,353	

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