



MISC 2007141640



DEC 28 2007 10:31 P 3

Misc
 3 FEE 16.00 FB 47-03913
 1 BKP _____ C/O _____ COMP 8
 2 DEF _____ SCAN _____ FV _____
 6

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/28/2007 10:31:37.47



2007141640

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 27 day of December, 2007, by and between RODNEY KUSH and KATHLEEN KUSH, Husband and Wife ("Kush"), and DZ, LLC, a Nebraska limited liability company ("DZ").

WHEREAS, Kush owns the real estate, including a parking lot located thereon, with a street address 4955 South 72nd Street, Omaha, Nebraska 68127, which real estate is legally described as follows:

Lot 2, Blue One Addition Replat 1, a Subdivision in Douglas County, Nebraska ("Parcel 1"); and

WHEREAS, DZ, LLC owns the real estate, including the free-standing building located thereon, with a street address of 4945 South 72nd Street, Omaha, Nebraska 68127, which real estate is legally described as follows:

Lot 1, Blue One Addition Replat 1, a Subdivision in Douglas County, Nebraska ("Parcel 2"); and

WHEREAS, Kush desires to provide DZ an easement to use the parking lot located on Parcel 1.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration paid and received, the parties hereby grant the following easements upon the parcels.

1. Kush hereby grants, conveys and transfers unto DZ and their respective successors, assigns, heirs and representatives a nonexclusive easement to use that portion of Parcel 1 which is generally depicted and more particularly described on Exhibit "A" attached hereto and incorporated herein, for access and ingress/egress over the private lanes and use of the parking stalls of Parcel 1 to be used by DZ and its respective tenants, invitees, employees, agents, customers.

2. Nothing contained herein shall prohibit the owner of Parcel 1 from making repairs or improvements to the parking lot(s) located on Parcel 1, provided, however, any impairment of the easement granted herein shall be temporary and only for such period as reasonably required to complete such repairs or improvements.

3. The fee owner of Parcel 1 shall maintain, replace, repair, rebuild, clean, remove snow, seal coat and stripe ("Parking Area Costs") the easement area located on Parcel 1. All costs and expenses relating thereto shall be the sole responsibility of the owner of Parcel 1.

4. The provisions of this Easement Agreement shall be perpetual and shall run with the land as to Parcel 1 and Parcel 2 and shall be binding upon the present and future owners and their respective successors, assigns, heirs and representatives of Parcel 1 and Parcel 2.

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3. The fee owner of Parcel 1 shall maintain, replace, repair, rebuild, clean, remove snow, seal coat and stripe ("Parking Area Costs") the easement area located on Parcel 1. All costs and expenses relating thereto shall be the sole responsibility of the owner of Parcel 1.
4. The provisions of this Easement Agreement shall be perpetual and shall run with the land as to Parcel 1 and Parcel 2 and shall be binding upon the present and future owners and their respective successors, assigns, heirs and representatives of Parcel 1 and Parcel 2.

35 331475

6722100695

5. The easement created hereunder shall not be deemed to be extinguished by merger if the fee owners of Parcel 1 and Parcel 2 are the same person or entity. The easements created hereunder may be terminated upon the recording of a written agreement signed by all of the parties having a fee interest in the ownership of or a mortgage or deed of trust recorded against any portion of Parcel 1 or Parcel 2.

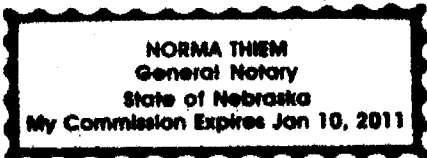
IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day first above written.

Rodney Kush
RODNEY KUSH
Kathleen Kush
KATHLEEN KUSH

DZ, LLC
By: Quyn Dong
Its: member

STATE OF NEBRASKA)
COUNTY OF Douglas)ss.

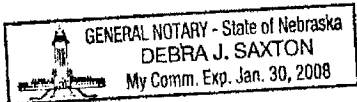
On this 26 day of December, 2007, before me, a notary public in and for said county and state, personally came Rodney Kush and Kathleen Kush, personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument, and acknowledged said instrument to be their voluntary act and deed.



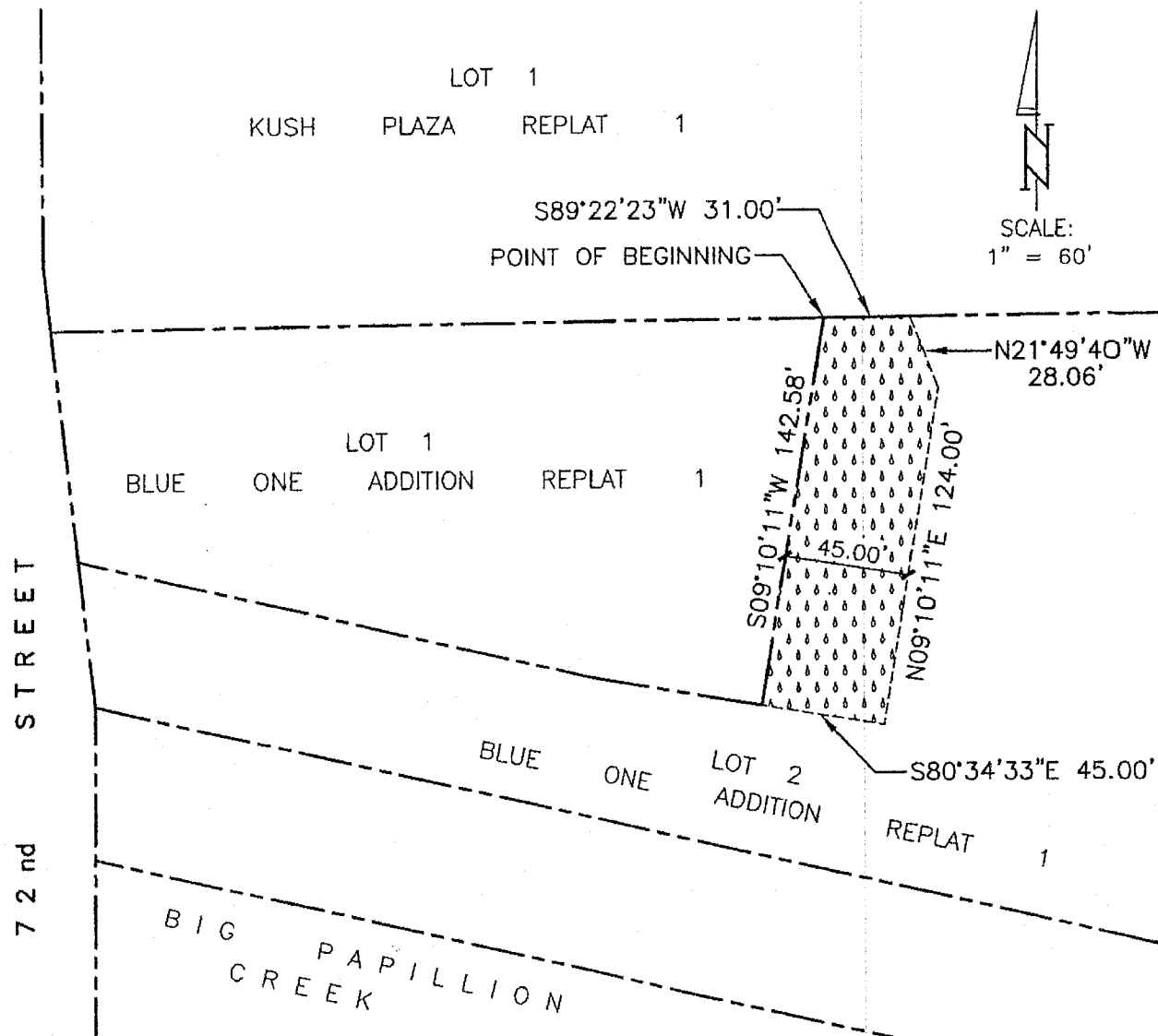
Norma Thiem
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)ss.

On this 27 day of December, 2007, before me, a notary public in and for said county and state, personally came Quyn Dong of DZ, LLC, a Nebraska limited liability company, personally known to me to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged said instrument to be his/her voluntary act and deed on behalf of said company.



Debra Saxton
NOTARY PUBLIC



LEGAL DESCRIPTION

THAT PART OF LOT 2, BLUE ONE ADDITION REPLAT 1, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF LOT 1, SAID BLUE ONE ADDITION REPLAT 1;

THENCE S09°10'11"W (ASSUMED BEARING) 142.58 FEET ON THE EAST LINE OF SAID LOT 1 TO THE SE CORNER THEREOF;

THENCE S80°34'33"E 45.00 FEET;

THENCE N09°10'11"E 124.00 FEET ON A LINE 45.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1;

THENCE N21°49'40"W 28.06 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE S89°22'23"W 31.00 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

EXHIBIT "A"

TD2 FILE NO.: 1493-176-1(EX3)

DATE: DECEMBER 13, 2007

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860