



MISC 2016075940



SEP 15 2016 07:35 P 7

Fee amount: 46.00
FB: 01-60000
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
09/15/2016 07:35:23.00



2016075940

AFTER RECORDING PLEASE RETURN TO:

Nebraska Title Company
Attn: Tom Webster
14680 W. Dodge Road, Suite 1
Omaha, NE 68154

ASSIGNMENT OF PARKING AGREEMENT

THIS ASSIGNMENT OF PARKING AGREEMENT ("Agreement") dated effective September, 13, 2016 (the "Effective Date"), is made and entered into by and between NATIONAL INDEMNITY COMPANY, a Nebraska corporation ("Assignor"), and 3024 HARNEY STREET, LLC, a Nebraska limited liability company ("Assignee").

RECITALS:

- A. Assignor and Assignee are parties to that certain Real Estate Purchase Agreement dated June 1, 2016 (the "Purchase Agreement"), pursuant to which Assignee will acquire from Assignor that certain real estate legally described in Exhibit "A" attached hereto and incorporated by reference herein (the "Real Estate").
- B. In connection with Assignee's acquisition of the Real Estate pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all of Assignor's right, title and interest in and to that certain Parking Agreement dated March 8, 2007 (the "Parking Agreement"), by and between East Campus Realty, LLC, a Nebraska limited liability company, and Columbia Insurance Company, a Nebraska corporation ("CIC"), as assigned to Assignor by way of that certain Assignment of Contract dated June 9, 2016, by and between CIC and Assignor, which Agreement grants Assignor, its successors and assigns certain rights with respect to that certain real estate legally described in Exhibit "B" attached hereto and incorporated by reference herein (the "Parking Garage Property").
- C. All capitalized terms used without definition herein shall have the meanings specified in the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated and made a contractual part of this Agreement, the assignment and assumption provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby absolutely assigns, transfers and conveys unto Assignee, subject to the terms and conditions set forth herein, all of Assignor's right, title, and interest in and to the Parking Agreement.

2. Acceptance and Assumption. Effective as of the Effective Date, Assignee hereby accepts the assignment from Assignor provided herein and assumes all of Assignor's right, title and interest in and to the Parking Agreement, and hereby agrees to abide by and perform all of the terms and provisions required of Assignee under and with respect to the Parking Agreement. Assignee hereby represents and warrants that it accepts the Parking Agreement "as is" and knowingly assumes the responsibilities thereunder subject to the terms and conditions of the Parking Agreement. Assignee further represents that it has made an independent evaluation of the Assignee's ability to make beneficial use of the Parking Agreement and that the Assignor has made no statements or representations whatsoever with respect to the same. The Assignee hereby confirms that it is not relying upon any statements or representations made by the Assignor as to the fitness of the Parking Agreement for Assignee's intended use.

3. Incorporation of Purchase Agreement. This Assignment is being executed by the parties pursuant to the Purchase Agreement, and all representations, warranties, covenants, indemnities and other terms and conditions, if any, contained in the Purchase Agreement are incorporated herein by reference and made a part hereof.

4. No Default. Assignor represents and warrants to Assignee that neither Assignor nor East Campus Realty, LLC are presently in default of any of their respective obligations under the Parking Agreement.

5. Indemnification. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any loss, damage, claim, cost or expense arising from the failure of Assignor to perform any of the terms, conditions, covenants and obligations of Assignor under the Parking Agreement which accrued prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any loss, damage, claim, cost or expense arising from the failure of Assignee to perform any of the terms, conditions, covenants and obligations of Assignee under the Parking Agreement which accrue on or after the Effective Date.

6. Further Assurances. Assignor and Assignee shall, after the Effective Date, take such additional actions as may be reasonably necessary to accomplish the assignment and assumption of the Parking Agreement set forth herein.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original document, and all of which shall constitute a single instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have each executed this Assignment and Assumption as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

NATIONAL INDEMNITY COMPANY, a Nebraska corporation

3024 HARNEY STREET, LLC, a Nebraska limited liability company

By: [Signature]

By: 3024 Harney Street Managing Member, LLC, a Nebraska limited liability company, its Manager

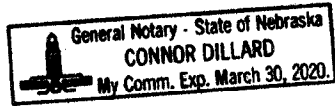
Its: President

By: Heistand Holdings Limited Liability Company, a Nebraska limited liability company, its Manager

By: _____
Todd R. Heistand, Manager

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on September 12th, 2016, by Don Wurster, as President of National Indemnity Company, a Nebraska corporation, on behalf of the corporation.



[Signature]
NOTARY PUBLIC

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2016, Todd Heistand, as Manager of Heistand Holdings Limited Liability Company, a Nebraska limited liability company, as Manager of 3024 Harney Street Managing Member, LLC, a Nebraska limited liability company, as Manager of 3024 Harney Street, LLC, a Nebraska limited liability company, on behalf of the company.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have each executed this Assignment and Assumption as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

NATIONAL INDEMNITY COMPANY, a Nebraska corporation

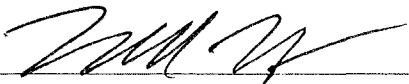
3024 HARNEY STREET, LLC, a Nebraska limited liability company

By: _____

By: 3024 Harney Street Managing Member, LLC, a Nebraska limited liability company, its Manager

Its: _____

By: Heistand Holdings Limited Liability Company, a Nebraska limited liability company, its Manager

By: 
Todd R. Heistand, Manager

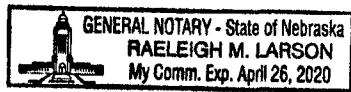
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, as _____ of National Indemnity Company, a Nebraska corporation, on behalf of the corporation.

NOTARY PUBLIC

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on September 13th, 2016, Todd Heistand, as Manager of Heistand Holdings Limited Liability Company, a Nebraska limited liability company, as Manager of 3024 Harney Street Managing Member, LLC, a Nebraska limited liability company, as Manager of 3024 Harney Street, LLC, a Nebraska limited liability company, on behalf of the company.




NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Real Estate

16-24660

The West 40 feet of Lot 8, and all of Lot 7, in Block 10, McCormick's Addition to the City of Omaha, in Douglas County, Nebraska.

01-60000

Sublot 6, except the South 66 feet thereof, and Sublot 8, except the South 66 feet thereof, of Tax Lot 16 within the Southeast Quarter of the Northwest Quarter of Section 21, Township 15 North, Range 13 East of the Sixth Principal Meridian in City of Omaha, Douglas County, Nebraska.

SE NW
The West 126 feet of the East 168 feet of the South 132 feet of the North 284 feet of Sub Lot 1, Tax Lot 16, Section 21, Township 15 North, Range 13 East of the 6th P.M., in Douglas County, Nebraska.

South 100 feet of West 100 feet of Sublot 7, Tax Lot 16, Section 21, Township 15 North, Range 13 East of the Sixth Principal Meridian, in City of Omaha, Douglas County, Nebraska.

EXHIBIT "B"

Legal Description of Parking Garage Property

16-25435

A part of Lot 3, Midtown Crossing at Turner Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Said real estate formally described as Lots 10, 11 and 12 and the East 3 ½ feet of Lot 13, in Redick's Grove, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; and Lot 2 in Redick's Grove Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.