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MISC 2006063561



JUN 07 2006 13:42 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/7/2006 13:42:23.40



2006063561

PERMANENT RECIPROCAL EASEMENT AGREEMENT

THIS PERMANENT RECIPROCAL EASEMENT AGREEMENT is made between KVT No.2 Limited Partnership, a Nebraska limited partnership ("KVT"), having an office at 2533 No. 117th Ave., Suite 100, Omaha, NE 68164, and HOLLYWOOD DINER 2, LLC, a Nebraska limited liability company ("HD2").

Preliminary Statement

A. KVT is the owner of fee simple title in certain real property legally described as: Lot 5, West Point Replat Two, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded (Premises1); and HD2 is the owner of fee simple title in certain real property legally described as: Lot 6, West Point Replat 1, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded (Premises2).

B. The parties are desirous of granting reciprocal permanent ingress and egress access easements for the purpose of common ingress and egress over and upon the driveways which KVT and HD2, and their successors in interest in Premises 1 and Premises 2 plan to construct and locate on the two lots described above that will extend over the easement areas on each Premises as fully described on the attached Exhibits A and B extending from the existing permanent reciprocal access easement recorded at Deed Book 2219, Page 573 of the records of Douglas County, Nebraska onto Premises 1 and 2.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Access Easement.** KVT does hereby grant and convey to itself and to HD2, and all future owners of Premises1 and Premises 2, or any part thereof, and their respective heirs, successors, assigns, invitees, lessees and employees (the "Grantees"), a nonexclusive reciprocal access easement within, over and through the easement area described on Exhibit A, for the purpose of ingress and egress within, over and through the easement area onto Premises1 and Premises 2. HD2 does hereby grant and convey to itself and to KVT, and to Grantees, a nonexclusive reciprocal access easement within, over and through the easement area described on Exhibit B, for the purpose of ingress and egress within, over and through the easement area onto Premises1 and Premises 2.

2. **Nonobstruction.** KVT, HD2 and the Grantees benefited by this grant of easement agree that there shall be free and unimpeded access through and over the easement areas described on Exhibits A and B, and that no hedge, fence, wall or similar barrier will be constructed within the easement areas described on Exhibits A and B except

for: (i) curbing installed and intended to assist reasonably with traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent a dedication to the public use. The parties hereto and all subsequent owner(s) of Premises 1 and Premises 2 or any part thereof agree and covenant to take such action as may be reasonable to keep from interfering with the passage of vehicles and/or pedestrians on and over the paved drive areas of Premises 1 and Premises 2.

3. **Construction, Repair and Maintenance.** The party who is the owner of the lot covered by the reciprocal easement areas described in this Agreement shall pay for the grading, paving and repair and maintenance of the surface of the drive area and parking area located on such owner=s lot. Each party shall keep the surface of the parking area and drive area located on such owner=s property in good condition and repair.

4. **Covenants Running with Land.** All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land described as Premises 1 and 2, inuring to the benefit of, binding upon and enforceable by KVT, HD2 and the Grantees.

5. **No Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication to the public of any portion of the Property within the Easement Area, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

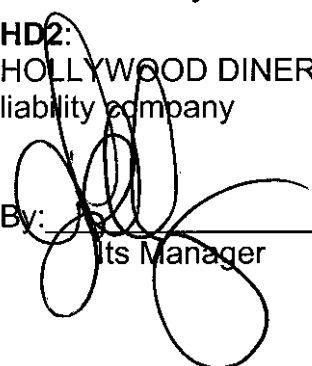
6. **Representations and Miscellaneous.** KVT and HD2 each hereby represent to the other of them and to the Grantees that it is the owner of the property described as being owned by it in the preamble to this Agreement, and that it has the right to enter into this Agreement and convey the easement in the manner set forth herein. The provisions of this Agreement and Easement shall be construed pursuant to the laws of the State of Nebraska.

IN WITNESS WHEREOF, KVT and HD2 have entered into this Permanent Reciprocal Easement Agreement this 23rd day of May, 2006.

KVT:
KVT No.2 Limited Partnership, a Nebraska limited partnership

By: 
George W. Venteicher, General Partner

HD2:
HOLLYWOOD DINER 2, LLC, a Nebraska limited liability company

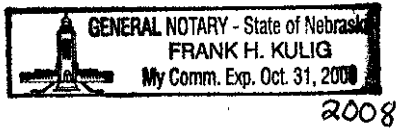
By: 
Its Manager

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

On this 23rd day of May, 2006, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher, the President of KVT No.2 Limited Partnership, a Nebraska limited partnership, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notary seal the day and year last above written.



Frank Kulig
Notary Public

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

On this 25 day of May, 2006, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Larry Richling, the manager of HOLLYWOOD DINER 2, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notary seal the day and year last above written.

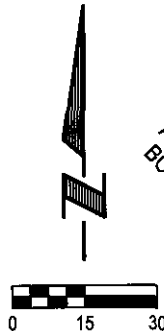


Jane Spaulding
Notary Public

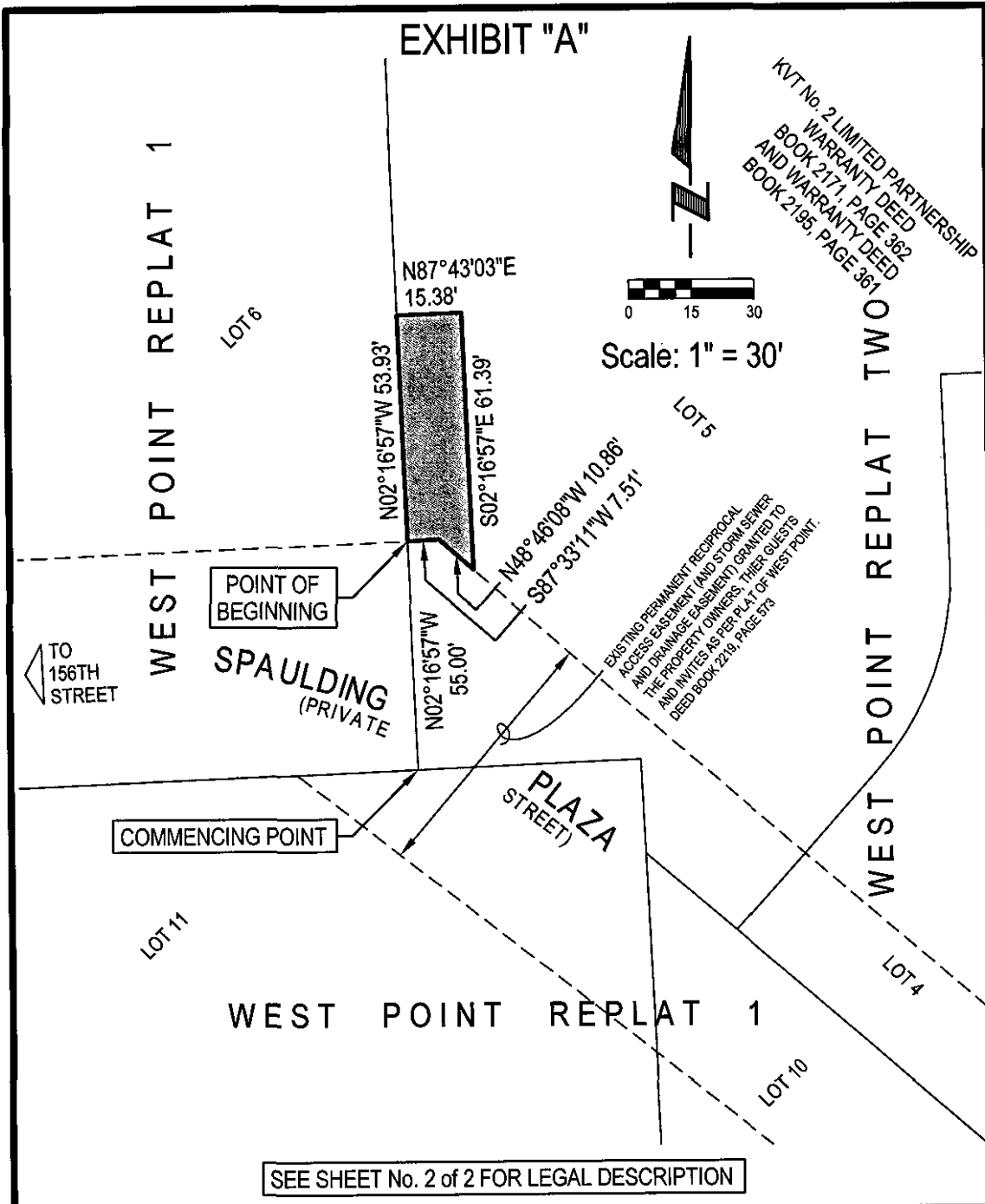
Upon Recording Return to:
Mark L. Laughlin, Esq.
11718 Nicholas St., Suite 101
Omaha, NE 68154
(402) 330-1900

EXHIBIT "A"

KVT No. 2 LIMITED PARTNERSHIP
 WARRANTY DEED
 BOOK 2171, PAGE 362
 AND WARRANTY DEED
 BOOK 2195, PAGE 361



Scale: 1" = 30'



E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

PERMANENT RECIPROCAL INGRESS
 AND EGRESS ACCESS EASEMENT
 LOT 5, WEST POINT REPLAT TWO
 DOUGLAS COUNTY, NEBRASKA

Drawn by: JAF Chkd by: _____ Chkd by: _____
 Job No.: 2003164.21 Date: 04/20/2006 Sheet No.: 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION

**PERMANENT RECIPROCAL INGRESS AND EGRESS ACCESS EASEMENT
TO THE OWNERS OF LOT 6, WEST POINT REPLAT 1,
AND LOT 5, WEST POINT REPLAT TWO
KVT No. 2 LIMITED PARTNERSHIP- WARRANTY DEED BOOK 2171, PAGE 362
AND WARRANTY DEED BOOK 2195, PAGE 361**

A Permanent Reciprocal Ingress and Egress Access Easement located in part of Lot 5, West Point Replat Two, a subdivision located in the SW1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Lot 5, West Point Replat Two, said point also being the Southeast corner of Lot 6, West Point Replat 1, a subdivision located in said SW1/4 of Section 2, said point also being on the North line of Lot 11, said West Point Replat 1; thence N02°16'57"W (assumed bearing) along the West line of said Lot 5, West Point Replat Two, said line also being the East line of said Lot 6, West Point Replat 1, a distance of 55.00 feet to a point on the Northerly line of an existing Permanent Reciprocal Access Easement per Plat of West Point recorded in Deed Book 2219 at Page 573, said point also being the Point of Beginning; thence continuing N02°16'57"W along said West line of Lot 5, West Point Replat Two, said line also being said East line of Lot 6, West Point Replat 1, a distance of 53.93 feet; thence N87°43'03"E, a distance of 15.38 feet; thence S02°16'57"E, a distance of 61.39 feet to a point on said Northerly line of an existing Permanent Reciprocal Access Easement per Plat of West Point recorded in Deed Book 2219 at Page 573; thence N48°46'08"W along said Northerly line of an existing Permanent Reciprocal Access Easement per Plat of West Point recorded in Deed Book 2219 at Page 573, a distance of 10.86 feet; thence S87°33'11"W along said Northerly line of an existing Permanent Reciprocal Access Easement per Plat of West Point recorded in Deed Book 2219 at Page 573, a distance of 7.51 feet to the point of beginning.

Said Permanent Reciprocal Ingress and Egress Access Easement contains an area of 859 square feet or 0.020 acres, more or less.

SEE SHEET No. 1 of 2 FOR BOUNDARY DRAWING

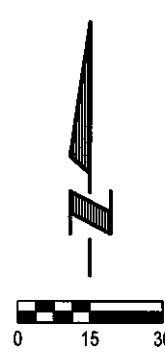
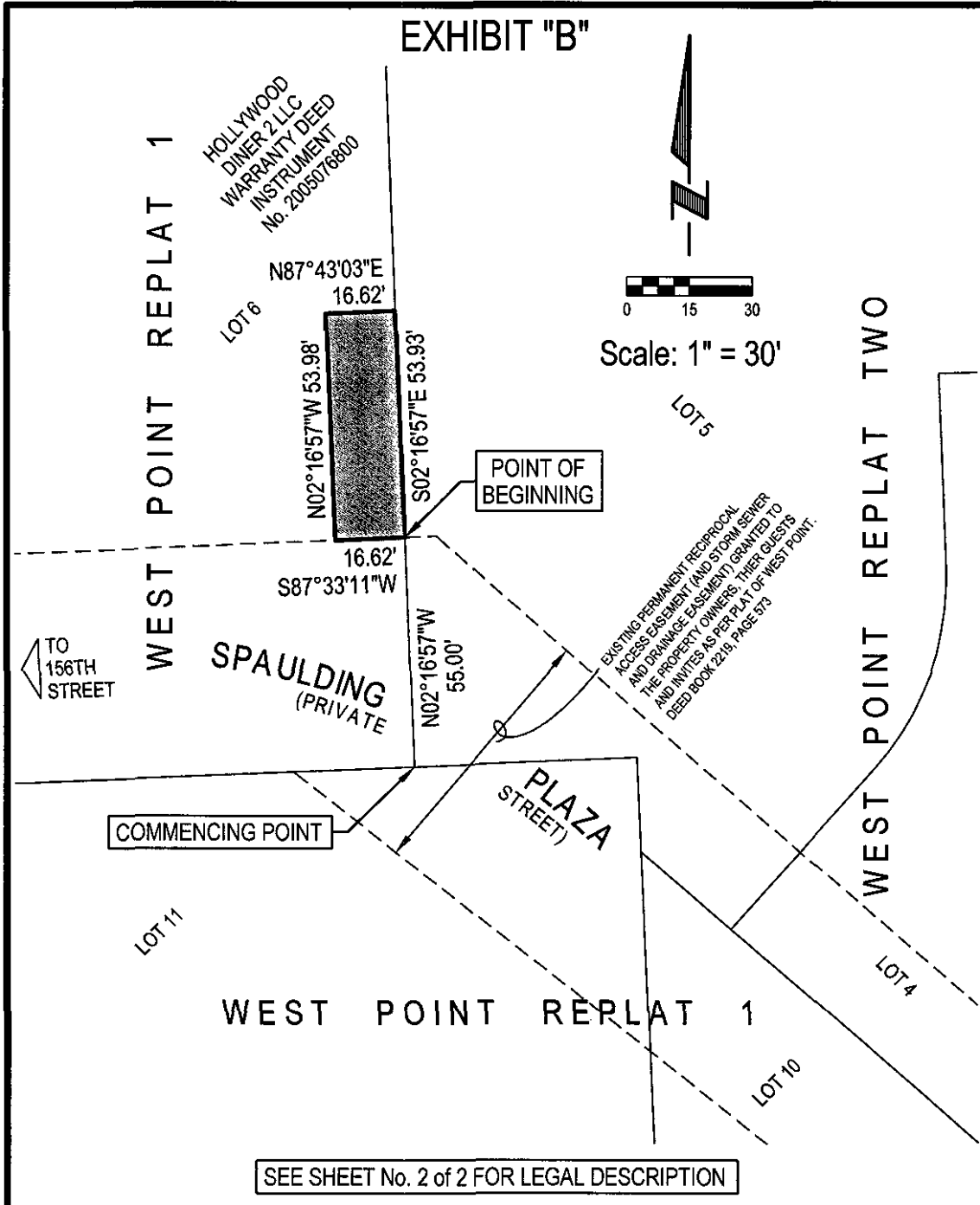


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**PERMANENT RECIPROCAL INGRESS
AND EGRESS ACCESS EASEMENT
LOT 5, WEST POINT REPLAT TWO
DOUGLAS COUNTY, NEBRASKA**

Drawn by: JAF Chkd by: _____ Chkd by: _____
Job No.: 2003164.21 Date: 04/20/2006 Sheet No.: 2 of 2

EXHIBIT "B"



Scale: 1" = 30'

HOLLYWOOD
DINER 2 LLC
WARRANTY DEED
INSTRUMENT
No. 2005076800

EXISTING PERMANENT RECIPROCAL
ACCESS EASEMENT (AND STORM SEWER
AND DRAINAGE EASEMENT) GRANTED TO
THE PROPERTY OWNERS, THEIR GUESTS &
AND INVITEES AS PER PLA OF WEST POINT,
DEED BOOK 2219, PAGE 573

COMMENCING POINT

POINT OF
BEGINNING

TO
156TH
STREET

SPAULDING
(PRIVATE)

PLAZA
STREET

e+a E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: JAF Chkd by: _____ Chkd by: _____

Job No.: 2003164.21 Date: 04/21/2006 Sheet No.: 1 of 2

**PERMANENT RECIPROCAL INGRESS
AND EGRESS ACCESS EASEMENT**
LOT 6, WEST POINT REPLAT 1
DOUGLAS COUNTY, NEBRASKA

EXHIBIT "B"

LEGAL DESCRIPTION

**PERMANENT RECIPROCAL INGRESS AND EGRESS ACCESS EASEMENT
TO THE OWNERS OF LOT 6, WEST POINT REPLAT 1,
AND LOT 5, WEST POINT REPLAT TWO
HOLLYWOOD DINER 2 LLC - WARRANTY DEED INSTRUMENT No. 2005076800**

A Permanent Reciprocal Ingress and Egress Access Easement located in part of Lot 6, West Point Replat 1, a subdivision located in the SW1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Lot 6, West Point Replat 1, said point also being the Southwest corner of Lot 5, West Point Replat Two, a subdivision located in said SW1/4 of Section 2, said point also being on the North line of Lot 11, said West Point Replat 1; thence N02°16'57"W (assumed bearing) along the East line of said Lot 6, West Point Replat 1, said line also being the West line of said Lot 5, West Point Replat Two, a distance of 55.00 feet to a point on the Northerly line of an existing Permanent Reciprocal Access Easement per Plat of West Point recorded in Deed Book 2219 at Page 573, said point also being the Point of Beginning; thence S87°33'11"W along said Northerly line of an existing Permanent Reciprocal Access Easement per Plat of West Point recorded in Deed Book 2219 at Page 573, a distance of 16.62 feet; thence N02°16'57"W, a distance of 53.98 feet; thence N87°43'03"E, a distance of 16.62 feet to a point on said East line of Lot 6, West Point Replat 1, said line also being said West line of Lot 5, West Point Replat Two; thence S02°16'57"E along said East line of Lot 6, West Point Replat 1, said line also being said West line of Lot 5, West Point Replat Two, a distance of 53.93 feet to the point of beginning.

Said Permanent Reciprocal Ingress and Egress Access Easement contains an area of 897 square feet or 0.021 acres, more or less.

SEE SHEET No. 1 of 2 FOR BOUNDARY DRAWING



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**PERMANENT RECIPROCAL INGRESS
AND EGRESS ACCESS EASEMENT
LOT 6, WEST POINT REPLAT 1
DOUGLAS COUNTY, NEBRASKA**

Drawn by: JAF Chkd by: _____ Chkd by: _____
Job No.: 2003164.21 Date: 04/21/2006 Sheet No.: 2 of 2