



MISC 2015104815



DEC 14 2015 17:01 P 7

Fee amount: 46.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/14/2015 17:01:14.00



2015104815

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made as of this 30th day of October, 2015, by and between Daniel L. Veskerna and and Christine L. Veskerna, husband and wife as joint tenants, (collectively "Grantor") located at 4335 S 67th Avenue, Omaha, Nebraska 68117 and Hana Hana, L.L.C., a Nebraska limited liability company ("Grantee") located at 6620 "F" Street, Omaha, Nebraska 68117. Grantor and Grantee shall be known collectively as the Parties ("the "Parties").

RECITAL

WHEREAS, Grantor is the owner of certain real property LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Property").

WHEREAS, Pursuant to the Agreement by the Parties, Grantor does grant, give, dedicate, and convey unto Grantee, its successor, assigns and legal representatives, the permanent, uninterrupted use, liberty, privilege, parking, right-of-way, and ingress and egress easement.

WHEREAS, Grantee accepts this conveyance and dedication with the understanding that Grantor, its successors, assigns, and legal representatives will not be restricted (except as herein provided) with respect to the use of the surface of the described property, provided, however, that no building or permanent structure (which term shall not include, road surfacing, culverts, gutters, parking lots and sidewalks and landscaping installed with materials other than concrete) will be built upon the Easement Property without the prior written consent of the Grantor, its successor, assigns, or legal representatives.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt of One Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WHEN RECORDED, RETURN TO:

Burke J. Harr, Esq.
Bradford & Coenen, LLC
1620 Dodge Street, Suite 1800
Omaha, NE 68102

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein.

2. Maintenance of Easement. Grantee and its successors and assigns shall be responsible for the cost of the maintenance of the Easement Property.

3. Ingress and Egress. Subject to the terms and conditions of this Agreement, the Grantor declare, reserve, grant and convey to and for the benefit of Grantee, and all future owners of the easement area, for their use and for the use of their agents, tenants, employees, customers, licensees and invitees, and for the use of all applicable emergency service providers, including without limitation, police and fire departments, a non-exclusive perpetual easement appurtenant to the Grantee property over and across that portion of the Grantor property as shown on Exhibit "A," all for the purpose of pedestrian and vehicular access, ingress and egress to and from the Grantee Hana property.

4. Easement to Run with Land. This Agreement and all other covenants, agreements, rights and obligations created hereby, shall run with each Parties' property, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to the Easement Property, all upon the terms, provisions and conditions set forth herein. All the rights and obligations of the Parties with respect to the Easement Property set forth herein will commence as of the Effective Date and shall continue in perpetuity.

5. Limitation on Liability. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, neither of the Parties nor any of the Parties' employees, agents, representatives or assigns shall be personally liable for any breach of or other action related to this Agreement, but rather each party shall look solely to the other party's interest in the Easement Property. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section does not grant Grantee any lien or similar rights with respect to the Easement Property, or other assets of the other party.

6. Miscellaneous.

(a) Counterparts. This Agreement may be executed in several counterparts, and each counterpart shall constitute one Agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to an original or same counterpart.

(b) Successors and Assigns. This Agreement shall be binding on Grantor's and Grantee's respective successors and assigns.

(c) Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Agreement.

(d) Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the entire agreement of the parties hereto with respect to the subject matter hereof

and no prior written or oral agreement shall have any force or effect or be binding upon the parties hereto.

(e) Governing Law. The terms and provisions of this Agreement shall be construed under and governed by the laws of the State of Nebraska and venue for judicial resolution of any dispute relating to the Agreement shall be the District Court in and for the County of Douglas, State of Nebraska.

(f) Notices. All notices, requests, consents and other formal communication between the parties that are required or permitted under this Agreement ("Notices") shall be in writing and shall be sent to the address for the respective addressee provided in the preamble to this Easement Agreement (each a "Notice Address"). Notices shall be (i) delivered personally with a written receipt of delivery, (ii) on the next business day after Notice is sent by a recognized overnight delivery service requiring a written acknowledgment of receipt or providing a certification of delivery or attempted delivery, or (iii) four business days after deposit in the United States mail by certified or registered mail, postage prepaid, return receipt requested. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change its Notice Address from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of Notices.

(g) Default. If any party hereto breaches any provision of this Agreement and fails to cure such breach within 10 days after receipt of written notice thereof, the nondefaulting party shall have the right to enforce the terms and provisions of this Agreement by any proceeding at law or in equity. The failure by any Party to enforce this Agreement or any term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

(h) Usage of Terms. When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders.

(i) Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

(j) Recordation. Grantor or Grantee may record this Agreement, at their sole discretion. In the event this Agreement is terminated and either party desires to record an

instrument evidencing such termination, the parties shall prepare, execute and record, at the shared expense of both parties, any reasonable instrument necessary to release this Agreement of record.

(k) Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between Grantor and Grantee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

(l) Survival. All terms, covenants, releases, and indemnities which are intended to survive termination or expiration of this Agreement shall survive such termination or expiration. Under no circumstances, however, shall the easements granted pursuant to this Agreement survive any such termination or expiration.

(m) Construction of Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

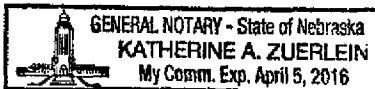
GRANTOR:

Daniel L. Veskerna, an individual and as husband and wife as joint tenants,

BY: *Daniel L. Veskerna*
Daniel L. Veskerna

State of Nebraska)
)s.s.
County of Douglas)

The foregoing instrument was acknowledged before me this 30th day of October, 2015 by Daniel Veskerna, an individual.



Katherine A. Zuerlein
Signature of Notary Public
Printed Name: KATHERINE A. ZUERLEIN
My Commission Expires: April 5, 2016

Christine L. Veskerna, an individual and as husband and wife as joint tenants

BY: *Christine L. Veskerna*
Christine L. Veskerna

State of Nebraska)
)s.s.
County of Douglas)

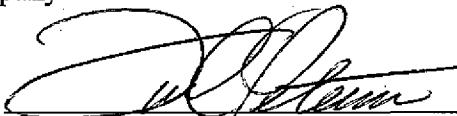
The foregoing instrument was acknowledged before me this 30th day of October, 2015 by Christine Veskerna, an individual.



Katherine A. Zuerlein
Signature of Notary Public
Printed Name: KATHERINE A. ZUERLEIN
My Commission Expires: April 5, 2016

GRANTEE:

Hana Hana, L.L.C., a Nebraska limited liability company

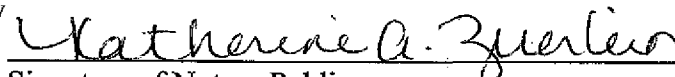
BY: 
John C. Peterson
Member

Acknowledgement

↑ Affix Official Notary seal here ↑

State of Nebraska)
)s.s.
County of Douglas)

The foregoing instrument was acknowledged before me this 30th day of October, 2015 by John C. Peterson, as member (or agent) on behalf of Hana Hana, L.L.C., a Nebraska limited liability company



Signature of Notary Public

Printed Name: KATHERINE A. ZUERLEIN

My Commission Expires: April 5, 2016



↑ Affix Official Notary seal here ↑

EXHIBT "A"

LEGAL DESCRIPTION NENW

NENW

A PERMANENT ACCESS AND PARKING EASEMENT OVER THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAR DRILL HOLE WITH CHISELED "X" AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 WITH THE EAST RIGHT OF WAY LINE OF 67TH STREET.

THENCE NORTH 87°16'26" EAST (ASSUMED BEARINGS) FOR 179.78 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED "HFA 515";

THENCE SOUTH 03°02'03" EAST FOR 32.99 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 365;

THENCE SOUTH 87°17'06" WEST FOR 179.99 FEET TO A STAR DRILL HOLE ON THE EAST RIGHT OF WAY LINE OF 67TH STREET;

THENCE NORTH 02°40'35" WEST FOR 32.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,930 SQUARE FEET.