



MISC 2013113100



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Fee amount: 52.00
FB: 58-19169
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/12/2013 10:53:45.00



2013113100

RETURN TO: Paul R. Eloffson, Fitzgerald, Schorr, Barmettler & Brennan, 10050 Regency Circle,
Ste. 200, Omaha, NE 68114. Ph: 402-342-1000

EASEMENT AGREEMENT

OCTOBER

THIS EASEMENT AGREEMENT ("Easement Agreement"), made and entered into this *28* day of ~~September~~, 2013, by and between **Angels on Wheels, Inc., d/b/a Cross Training Center** a Nebraska corporation ("Grantor"), and **Journal Broadcast Group, Inc.**, a Nebraska corporation ("Grantee").

RECITALS

WHEREAS, Grantor has become the owner of certain real property situated in Douglas County, Nebraska, commonly known as 5030 North 72nd Street, Omaha, Nebraska 68134 and legally described on the attached Exhibit "A" ("Grantor's Property"); and

WHEREAS, Grantor purchased Grantor's Property from Grantee; and

WHEREAS, Grantee is the owner, through merger, with Omaha Great Empire Broadcasting, Inc., of certain real property situated in Douglas County, Nebraska, commonly known as 5020 North 72nd Street, Omaha, Nebraska 68134, legally described on the attached Exhibit "B" ("Grantee's Property"), upon which are situated television and radio transmission towers ("Towers"); and

WHEREAS, in connection with Grantee's sale of 5030 North 72nd Street, Omaha, Nebraska 68134 to Grantor, it was a condition of the sale that Grantor enter into certain easement agreements for the benefit of Grantee; and

WHEREAS, one of the guy wires and base supporting one of the Towers is located in part on and over Grantor's Property; and

WHEREAS, Grantor is willing to grant an easement to Grantee to maintain such guy wire and related facilities upon and over Grantor's Property upon the terms and conditions herein set forth.

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AGREEMENT

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

1. Grant of Easement. Grantor hereby grants to Grantee, subject to the terms and conditions of this Easement Agreement, a non-exclusive easement (the "Easement") over and upon that portion of Grantor's Property designated as the "Easement Area" as was originally defined in Exhibit "C" of the Easement Agreement filed August 5, 1999 in Book 1303 at Page 242 of the Miscellaneous Records of Douglas County and now also including the additional area described on the attached Exhibit "C", for the sole purpose of installing, operating, using, maintaining, inspecting, repairing, and replacing Grantee's existing guy wire, guy wire anchors, fencing and related facilities and all alterations, additions and replacements thereto (the "Improvements"), including the right of ingress and egress for such purposes as are reasonably necessary for Grantee's needs hereby, also including the right to trim and remove trees and other vegetation necessary or desirable for such purposes as are allowed hereby. In addition, Grantee shall have the right to park vehicles in the Easement Area on a priority basis in order to facilitate the activities related to the use and maintenance of the Improvements. While Grantee's use is nonexclusive, with regard to the right to locate vehicles on the parking lot area of the Easement Area, Grantee shall have the right to priority of use of the parking area in event that, in Grantee's discretion, emergency repairs are necessary. In such regard, if necessary to allow Grantee to implement repairs or replacements, Grantee shall have the right to cause the vehicles of Grantor or Grantor's invitees to be removed from the parking area of the Easement Area, at the expense of Grantor. Grantor agrees to place signage in the parking area of the Easement Area giving notice to Grantor's invitees of the right of Grantee to remove vehicles. In addition, Grantor agrees that, other than the existing parking area, it will not construct any structure or other improvement upon the Easement Area nor will Grantor fence the Easement Area or otherwise prohibit or impede access thereto by Grantee. The Easement granted herein shall continue until such time as Grantee or Grantee's authorized successor or assignee shall acknowledge in writing that it has no further need for the easement and is voluntarily and intentionally terminating the same.

2. Indemnification. Grantee agrees to indemnify Grantor, and Grantor's successors and assigns, from any and all loss, damage or liability to any person or entity whatsoever which arises out of or is in any manner connected with the use of the Easement Area by Grantee or the construction, operation, use, maintenance, inspection, repair or replacement of any or all of the said Improvements thereon by Grantee, including reasonable attorneys' fees and court costs arising therefrom. To the extent obligations arise under this indemnity during the term of the Easement Agreement, this indemnity shall survive the termination of this Easement Agreement. Upon conveyance by Grantee of Grantee's Property, or the portion of Grantee's Property that is benefitted by the Easement, Grantee shall have no further obligation to Grantor under this

Easement Agreement

Cross Training Center/Journal Broadcast Group

indemnity, which indemnity shall become the obligation of Grantee's successors.

3. Maintenance. Grantee agrees that it will at all times hereinafter maintain said Improvements in good order and repair and in compliance with all applicable laws, ordinances, regulations and codes at Grantee's sole cost and expense. Grantor agrees to reasonably cooperate with Grantee in Grantee's pursuit of any applicable permits, licenses and governmental approvals relating to the continued use and operation of a radio transmission tower on Grantee's Property, provided that Grantor shall not be required to incur any expense in connection with such cooperation.

4. Real Estate Taxes. Notwithstanding anything to the contrary contained herein, Grantee shall not, by reason of this Easement Agreement, be obligated to pay any real estate taxes or special assessments levied against the Easement Area or Grantor's Property.

5. Subordination. Any mortgage or deed of trust, or lease upon Grantor's Property shall be subject and subordinate to the terms of this Easement Agreement and the Easement created hereby. Any party foreclosing any such mortgage or deed of trust shall foreclose the same subject to all of the terms of this Easement Agreement and the Easement created hereby.

6. Waiver. No delay or omission on the part of any party hereto, in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms and conditions of this Easement Agreement by either party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Easement Agreement. No breach, whether or not material by Grantee, of the obligations imposed upon Grantee hereunder shall entitle Grantor to cancel, rescind or otherwise terminate this Easement Agreement.

7. Severability. If any provision or portion of this Easement Agreement, or the application thereof to any persons or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; it shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the full extent permitted by law. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

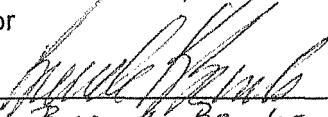
Easement Agreement
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8. Covenants Run with the Land. The Easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

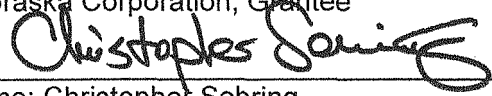
9. Modifications. This Easement Agreement may not be modified, amended or terminated except by a writing executed and delivered by the parties hereto or their authorized successor in-interest.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement the day and date first above written.

ANGELS ON WHEELS, INC. d/b/a CROSS
TRAINING CENTER, a Nebraska Corporation,
Grantor

By: 
Name: Brenda Banks
Its: President

JOURNAL BROADCAST GROUP, INC., a
Nebraska Corporation, Grantee

By: 
Name: Christopher Sehring
Its: Vice President
Journal Broadcast Group—Omaha

10.28.13

CONSENT OF LENDER

The undersigned, **American National Bank**, a national banking organization, ("Lender") in connection with providing financing the acquisition of the real estate commonly known as 5030 North 72nd Street, Omaha, Nebraska and legally described on the attached Exhibit "A" by its borrower **Angels On Wheels, Inc., d/b/a Cross Training Center**, hereby consents to the foregoing Easement Agreement. Lender agrees that any Deed of Trust or Mortgage and any other related documents executed by **Angels On Wheels, Inc.** for the benefit of Lender in connection with the acquisition of the real estate shall be subject and subordinate to the foregoing Easement Agreement in all respects and at all times. In the event of any foreclosure or any acquisition of the subject real estate by Lender or any successor-in-interest to Lender, the foregoing Easement Agreement and the rights and privileges of **Journal Broadcast Group, Inc.** and its successors shall not be disturbed and shall remain in full force and effect, and Lender and any successors-in-interest shall abide by and be bound by the foregoing Easement Agreement and all of its terms and conditions.

Dated this 8 day of ~~September~~, 2013.
November

American National Bank,
a national banking organization,

By: Jake R. Holdenried
Title: Assistant Vice President

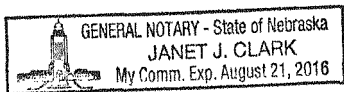
STATE OF NEBRASKA)

) SS.

COUNTY OF DOUGLAS) November 8,

On ~~September~~ October, 2013 before me, personally appeared Jake R. Holdenried, and acknowledged to me that he or she executed the same in his or her authorized capacity as Assistant Vice President of American National Bank, a national banking organization and the execution thereof is the act and deed of the Bank.

Witness my hand and official seal.



Janet J. Clark
Notary Public

Easement Agreement
Cross Training Center/Journal Broadcast Group

EXHIBIT "A"

Legal Description for 5030 North 72nd Street, Omaha, Nebraska 68134
Property Owned by: Angels on Wheels, Inc. d/b/a Cross Training Center

Lot 1, Journal Broadcast Group, a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

EXHIBIT "B"

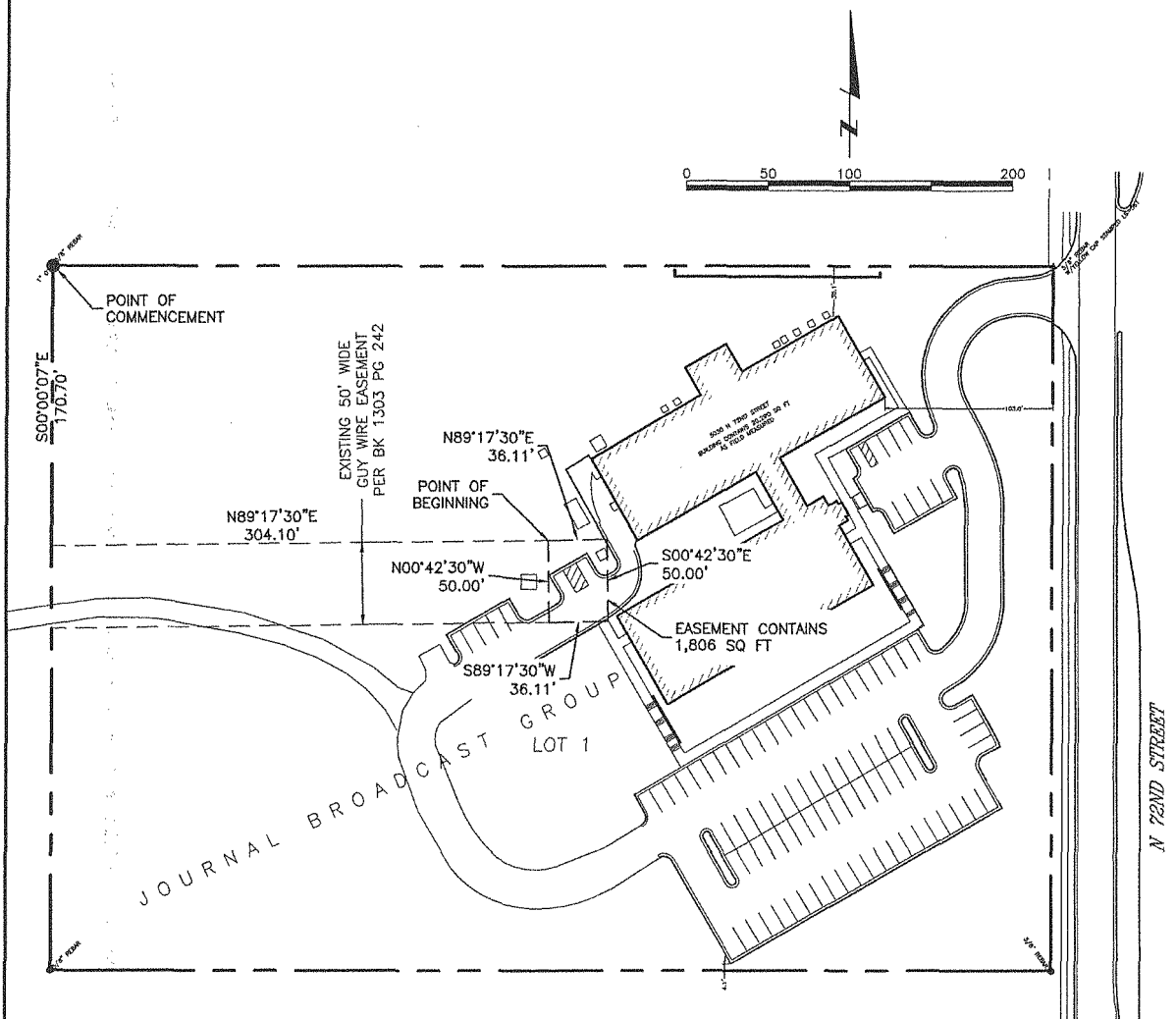
Legal Description for 5020 North 72nd Street Omaha, Ne. 68134 Property owned by Journal Broadcast Group, Inc., successor by merger to Omaha Great Empire Broadcasting, Inc.

The South 255 feet of the East 430 feet of the Southwest Quarter of the Southeast Quarter of Section 35 Township 16 North Range 12 East of the 6th P.M., Douglas County, Nebraska, together with part of Tax Lots 1 and 2 in the West Half of the Northeast Quarter of Section 2, Township 15 North, Range 12 East of the 6th P.M., an Addition to the City of Omaha, Douglas County, Nebraska, together with the North 450.00 feet of Block 102, Benson, in Douglas County, Nebraska, together with part of vacated 73rd Street, part of vacated 75th Street and part of vacated Browne Street adjoining said Block 102, all more particularly described as follows: Beginning at the Northeast corner of the West Half of the Northeast Quarter of said Section 2 said point of beginning also being the Northeast corner of said Tax Lot 1; thence South 00 Degrees 01 Minutes 06 Seconds East (assuming the West line of said Tax Lot 1 to bear North and South) 622.00 feet on the East line of said Tax Lot 1 to the centerline of vacated Browne Street; thence North 89 Degrees 53 Minutes 48 Seconds East 659.73 feet on the centerline of vacated Browne Street to the centerline of vacated 73rd Street; thence South 00 Degrees 00 Minutes 32 Seconds West 480.00 feet on the centerline of vacated 73rd Street; thence South 89 Degrees 53 Minutes 48 Seconds West 739.88 feet on a line 480.00 feet South of and parallel to the centerline of vacated Browne Street to a point 350.00 feet East of the West line of said Tax Lot 1; thence South 32 Degrees 14 Minutes 29 Seconds West 562.34 feet to a point 50.00 feet East of the West line of said Tax Lot 1; thence West 50.00 feet to a point on the West line of said Tax Lot 1 said point being 955.00 feet South of the westerly extension of the centerline of vacated Browne Street; thence North 1576.62 feet on the West line of said Tax Lot 1 to the Northwest corner of said Tax Lot 1; thence continuing North 255.04 feet on the East line of Lot 12 of Sunset West Second, a subdivision in said Douglas County, Nebraska to the Northeast corner of said Lot 12; thence North 89 Degrees 52 Minutes 10 Seconds East 429.81 feet on the North line of the South 255 feet of the East 430 feet of the Southwest Quarter of the Southeast Quarter of said Section 35 to the East line of the Southwest Quarter of the Southeast Quarter of said Section 35; thence South 00 Degrees 03 Minutes 00 Seconds East 254.86 feet on the East line of the Southwest Quarter of the Southeast Quarter of said Section 35 to the point of beginning. (Block 102 is vacated by Vacation of Block 102, dated and filed April 28, 1909 in Book 26 at Page 640, Miscellaneous Records, Douglas County, Nebraska.)

EASEMENT EXHIBIT

LEGAL DESCRIPTION

An easement for the use and maintenance of radio tower guy wire and anchor over that part of Lot 1, JOURNAL BROADCAST GROUP a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.
 Commencing at a 5/8" rebar at the northwest corner of said Lot 1, JOURNAL BROADCAST GROUP;
 Thence South 00°00'07" East on the west line of said Lot 1 for 170.70 feet to the north line of an existing guy wire maintenance easement recorded in book 1303, page 242 at the Douglas County Register of Deeds office;
 Thence North 89°17'30" East on said north easement line for 304.10 feet to the TRUE POINT OF BEGINNING;
 Thence North 89°17'30" East for 36.11 feet;
 Thence South 00°42'30" East for 50.00 feet;
 Thence South 89°17'30" West for 36.11 feet to the east line of said existing easement;
 Thence North 00°42'30" West for 50.00 feet on the east line of said easement TO THE POINT OF BEGINNING.
 Contains 1,806 square feet.



**LAMP RYNEARSON
& ASSOCIATES**

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 Omaha, Nebraska 68154-2027 402.496.2730 | F
 www.LRA-Inc.com

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EXHIBIT C