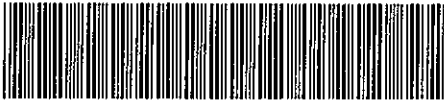




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By

RICHARD N TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), made effective as of February 24<sup>th</sup>, 2000, by and between MOUNT MICHAEL FOUNDATION, INC. (the "Grantor") and DAVID L. SOKOL and PEGGY A. SOKOL (collectively, the "Grantee");

### RECITALS:

WHEREAS, Grantor owns all that lot or parcel of land lying and being situate in Douglas County and the State of Nebraska, being more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Grantor previously consented to the use of a 10 foot by 10 foot area located on the Property as a grave site (the "Burial Site") for the interment of a member of Grantee's family; and

WHEREAS, Grantee desires to have an easement for the Burial Site, located on a portion of the Property, for the benefit of the Grantee and Grantee's family, heirs, friends, successors, assigns and all other interested persons; and

WHEREAS, Grantor desires to grant such easement to Grantee on the terms and conditions set forth herein.

### AGREEMENT:

NOW, THEREFORE, for and in consideration the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees, for the benefit of Grantee, as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee, Grantee's family, heirs, friends, successors, assigns and all other persons interested in accessing the Burial Site, a nonexclusive easement for the placement, location, general care, maintenance, management, improvement, beautification and welfare of the Burial Site located upon the Property (the "Easement").

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2. The Easement herein granted shall include the rights of ingress and egress on, over, across and through the Property for the purposes set forth in paragraph 1 above (the "Right-of-way").

3. The Easement and Right-of-way hereby conveyed shall consist of a 10 foot by 10 foot parcel comprising the Burial Site, and a strip of land being 5 foot on each side of a center line beginning at the Burial Site then commencing in a Southerly direction, a distance of approximately 52.5 feet, terminating at that point where it reaches the Northerly right-of-way of County Road #23 (Mount Michael Road), all on the above described Property and being more particularly described as set forth on Exhibit B attached hereto.

4. The Easement and other rights herein granted are not exclusive, and Grantor hereby reserves unto itself and the other present and future owners of the Property the right to utilize the Property for such purposes as do not unreasonably endanger or interfere with the Easement and other rights granted herein. Grantor shall have the right to grant such other easements, rights or privileges to such persons and for such purposes as Grantor in its discretion may select, so long as such purposes do not unreasonably interfere with the Easement and other rights granted herein.


5. The Easement granted herein shall run appurtenant with the land and shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns and to Grantee's family, heirs, friends and all other interested persons.

6. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, to be effective as of the date first stated above.

GRANTOR:

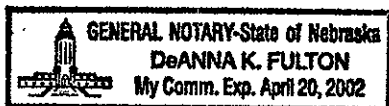
MOUNT MICHAEL FOUNDATION, INC.



Rev. Adrian B. Liable, President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me February 24, 2000 by Rev. Adrian B. Liabe, President of Mount Michael Foundation, Inc., a Nebraska corporation, on behalf of the corporation.



DeAnna K. Fulton

Notary Public

My commission expires:

4/20/02

AGREED, ACKNOWLEDGED AND CONSENTED TO:

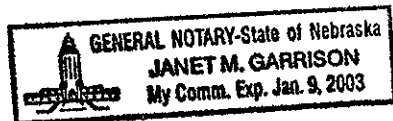
By its execution below, American Interstate Bank, of Elkhorn, Nebraska, a state-chartered bank (the "Bank"), hereby consents to the Easement and other rights granted by the foregoing and hereby subordinates any rights or interests it may have in the Property to the interests granted in this Agreement.

AMERICAN INTERSTATE BANK

By Steven Nichols, President.  
Steven Nichols, President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me February 24, 2000 by Steven Nichols, President of American Interstate Bank, a state chartered bank, on behalf of the Bank.



Janet M. Garrison

Notary Public

My commission expires:

\_\_\_\_\_

## EXHIBIT A

THE NORTHEAST (NE) ONE-QUARTER (1/4) OF THE NORTHWEST (NW) ONE-QUARTER (1/4) OF SECTION 35, TOWNSHIP 16, NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M.;

THE NORTHWEST (NW) ONE-QUARTER (1/4) OF THE NORTHWEST (NW) ONE-QUARTER (1/4) OF SECTION 35, TOWNSHIP 16, NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M.;

THE SOUTHWEST (SW) ONE-QUARTER (1/4) OF THE NORTHWEST (NW) ONE-QUARTER (1/4) OF SECTION 35, TOWNSHIP 16 NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M.;

THE NORTH (N) ONE-HALF ( $\frac{1}{2}$ ) OF THE SOUTHWEST (SW) ONE-QUARTER (1/4) AND THE SOUTH (S) ONE-HALF ( $\frac{1}{2}$ ) OF THE SOUTHEAST (SE) ONE-QUARTER (1/4) OF THE NORTHWEST (NW) ONE QUARTER, EXCEPT ROAD, ALL IN SECTION 35, TOWNSHIP 16 NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M. AND THE SOUTHWEST (SW) ONE-QUARTER (1/4) OF THE SOUTHWEST (SW) ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 16 NORTH (N) RANGE 10 EAST OF THE SIXTH P.M.;

THE NORTHWEST (NW) ONE-QUARTER (1/4) OF THE SOUTHWEST (SW) ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 16, NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M.;

THE NORTH (N) ONE HALF ( $\frac{1}{2}$ ) OF THE SOUTHEAST (SE) ONE-QUARTER (1/4) OF THE NORTHWEST (NW) ONE-QUARTER (1/4), ALL IN SECTION 35, TOWNSHIP 16 NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M., ALL IN DOUGLAS COUNTY, NEBRASKA;

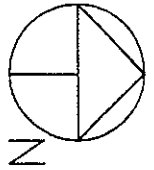
AND

THE SOUTHEAST (SE) ONE-QUARTER (1/4) AND THE NORTHEAST (NE) ONE-QUARTER (1/4), EXCEPT SCHOOL LOT, OF THE SOUTHWEST (SW) ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 16 NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M., DOUGLAS COUNTY, NEBRASKA;

AND

THAT PART OF VACATED COUNTY ROAD #23 IN SECTION 35, TOWNSHIP 16 NORTH (N), RANGE 10 EAST (E) OF THE SIXTH P.M., IN DOUGLAS COUNTY, NEBRASKA;

SUBJECT TO PUBLIC ROADS AND/OR HIGHWAYS.



Scale: 1" = 100'

**BURIAL SITE EASEMENT**

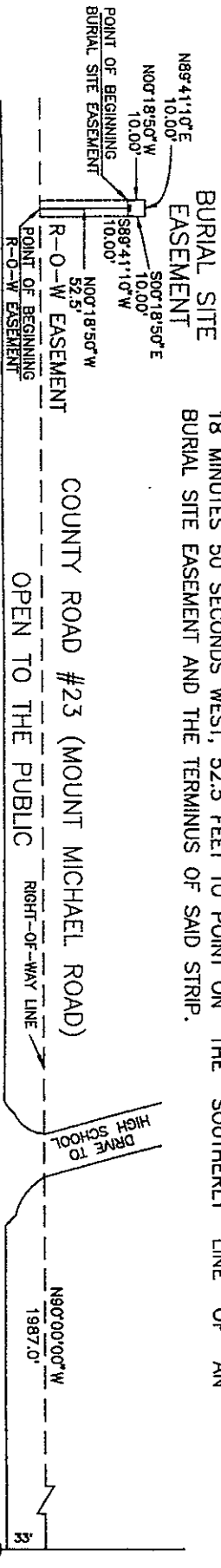
A STRIP OF LAND 10 FEET IN WIDTH, SITUATE IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 33.0 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 23, A PUBLIC ROAD (A.K.A. MOUNT MICHAEL ROAD); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING), 1992.0 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 50 SECONDS WEST, 52.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 50 SECONDS WEST, 10.0 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST, 10.0 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 50 SECONDS EAST, 10.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS WEST, 10.0 FEET TO THE POINT OF BEGINNING.

**RIGHT-OF-WAY EASEMENT FOR BURIAL SITE**

A STRIP OF LAND 10.0 FEET IN WIDTH, SITUATE IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED:

COMMENCING AT A POINT 33.0 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 23, A PUBLIC ROAD (A.K.A. MOUNT MICHAEL ROAD); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING), 1987.0 FEET TO THE POINT OF BEGINNING OF SAID STRIP; THENCE NORTH 00 DEGREES 18 MINUTES 50 SECONDS WEST, 52.5 FEET TO POINT ON THE SOUTHERLY LINE OF AN BURIAL SITE EASEMENT AND THE TERMINUS OF SAID STRIP.

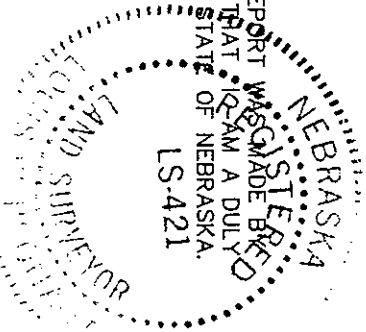


**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LOUIS R. WHISONANT L.S. #421

DATED: 04/13/2000



**Louis Surveying**  
 12100 West Center Road, Suite 622A  
 Omaha, NE. 68144 (402-334-7882)

