

After Recording Return To:
Robert W. Rieke, Esq.
500 Energy Plaza
Omaha, NE 68102



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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FEE 27.50 FB 01-60000
BKP 23-15-12 C/O COMP
DEL SCAN de FV

[FOR RECORDING PURPOSES]

EASEMENT

This Easement is entered into between KENT, INC., a Nebraska corporation ("Grantor") and CHILDREN'S HOSPITAL ("Grantee").

Recitals

A. Grantor is the owner of the following described real estate (the "Grantor Real Estate"): That part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Beginning at a point on the North line of Block 1, in Beverly Hills (said line bearing N89°58' West) and 213.5 feet East of the West line of said Section 23; thence North 33°13' East, for 204.0 feet, to the Southerly line of West Dodge Highway; thence South 67°58' East, along the Southerly line of West Dodge Highway, for 191.9 feet; thence South 00°02' West, for 101.1 feet; thence North 89°58' West, along the North line of said Block 1, Beverly Hills, for 289.55 feet, to the Point of Beginning.

B. Grantee is the owner of the following described real estate (the "Grantee Real Estate"): All of Lots 11, 12, 13 and 14, and all of Lot 15, except the West 17 feet thereof, in Block 1, Beverley Hills, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

C. Grantee intends to construct upon the Grantee Real Estate a hospital facility including a parking garage (collectively, the "Improvements").

D. Construction of the Improvements will require that Grantee excavate the Grantee Real Estate below the grade of the Grantor Real Estate.

E. In order to provide lateral support to the Grantor Real Estate during the construction of the Improvements, Grantee intends to install a construction retaining wall (the "Retaining Wall").

F. Proper installation of the Retaining Wall requires that wall anchors (the "Anchors") be placed through the Retaining Wall and under a portion of the Grantor Real Estate as generally depicted on Exhibit "A" attached hereto.

G. Grantee has requested Grantor to grant an easement to Grantee to permit the installation of the Anchors and, when the Retaining Wall is no longer necessary, to permit Grantee to abandon the Anchors without any obligation to remove them from the Grantor Real Estate, whereupon this Easement shall terminate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, as an easement appurtenant to the Grantee Real Estate, an easement under the Grantor Real Estate for the purpose of installing the Anchors under the Grantor Real Estate and, when the Retaining Wall is no longer necessary, allowing Grantee to abandon the Anchors without an obligation to remove them from the Grantor Real Estate, all as generally depicted on Exhibit "A" attached hereto. Nothing contained herein shall prevent Grantor, at Grantor's own cost and risk, from removing the Anchors from the Grantor Real Estate after they have been abandoned by Grantee. Grantee covenants and agrees to evidence its abandonment of the Anchors by written notice to Grantor together with the delivery of a signed and notarized "Release of Easement" in recordable form, which notice and Release of Easement shall be executed and delivered to Grantor when the Retaining Wall is no longer necessary, but no later than the date a certificate of occupancy is issued for the Improvements.

Grantor represents that it is the lawful owner of the Grantor Real Estate and that it is free from liens, that it has good and lawful authority to make the within grant, and that it will warrant and defend the same against the claims of all persons asserting any right, title or interest contrary to the within grant.

Until the abandonment of the Anchors and the release of this Easement as provided above, this Easement shall run with the land and shall be binding upon Grantor and all subsequent owners of the Grantor Real Estate and inure to the benefit of Grantee and all subsequent owners of the Grantee Real Estate.

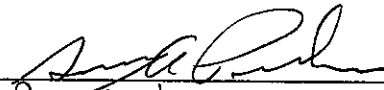
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement this 2nd day of February, 1998.

KENT, INC., a Nebraska corporation

By: 

Title: Vice President

CHILDREN'S HOSPITAL

By 
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of February, 1998, before me, a notary public in and for said county and state, personally came Carolyn Lewis, Vice President of KENT, INC., a Nebraska corporation, 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 and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

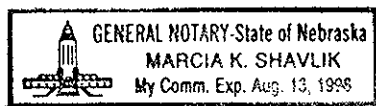
[SEAL] 


Notary Public

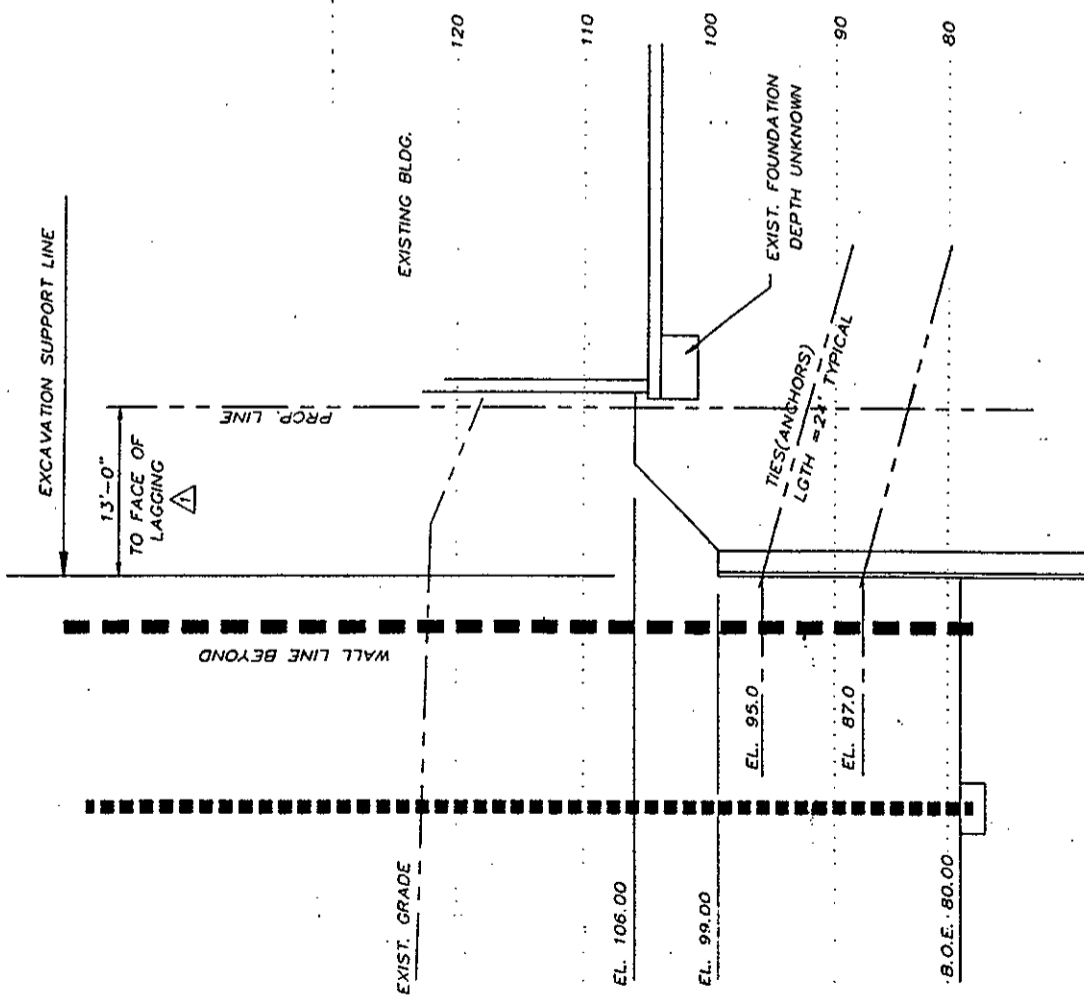
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of February, 1998, before me, a notary public in and for said county and state, personally came Gary A. Perkins, President of CHILDREN'S HOSPITAL, 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 and the voluntary act and deed of said corporation.

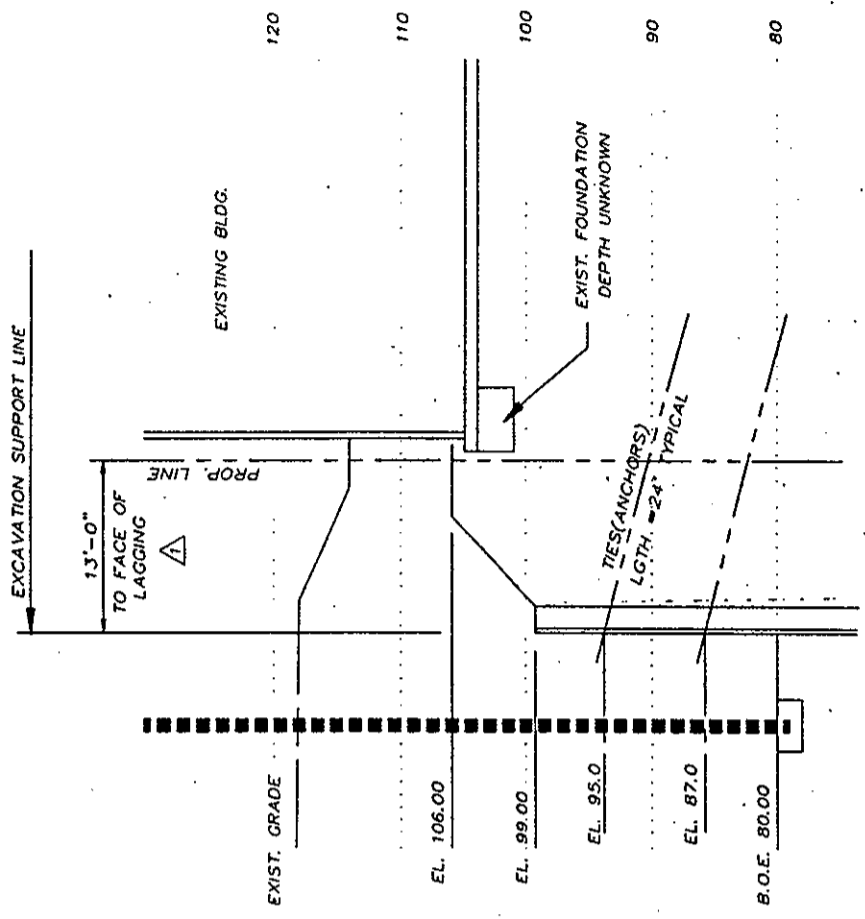
WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.




Notary Public



SECTION 1

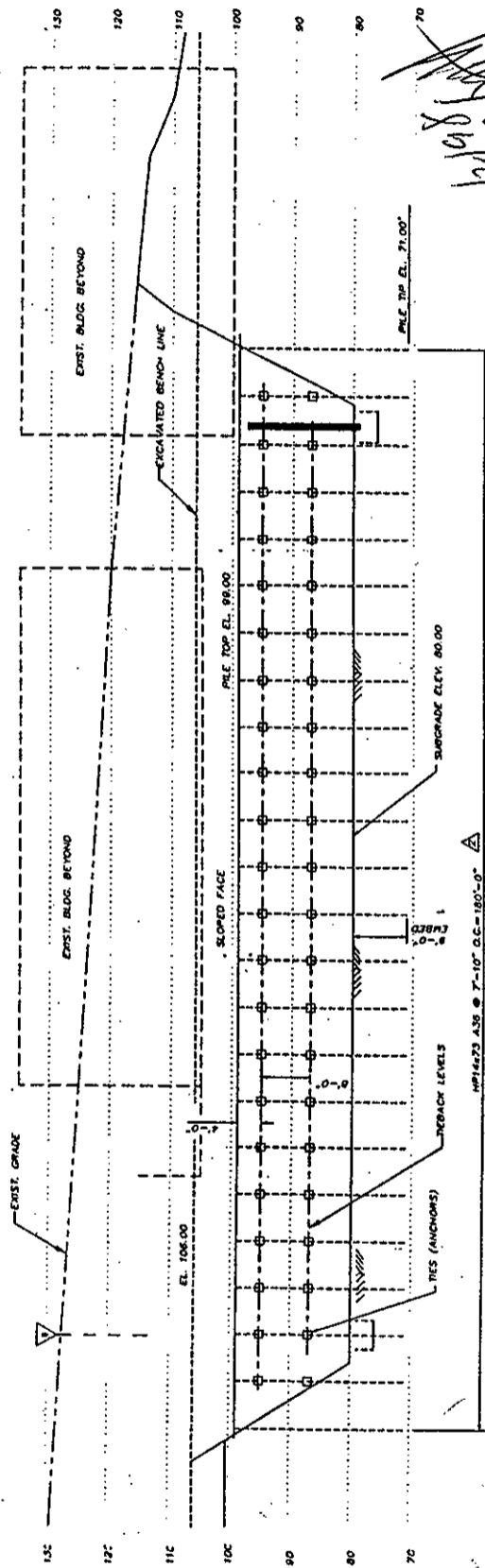
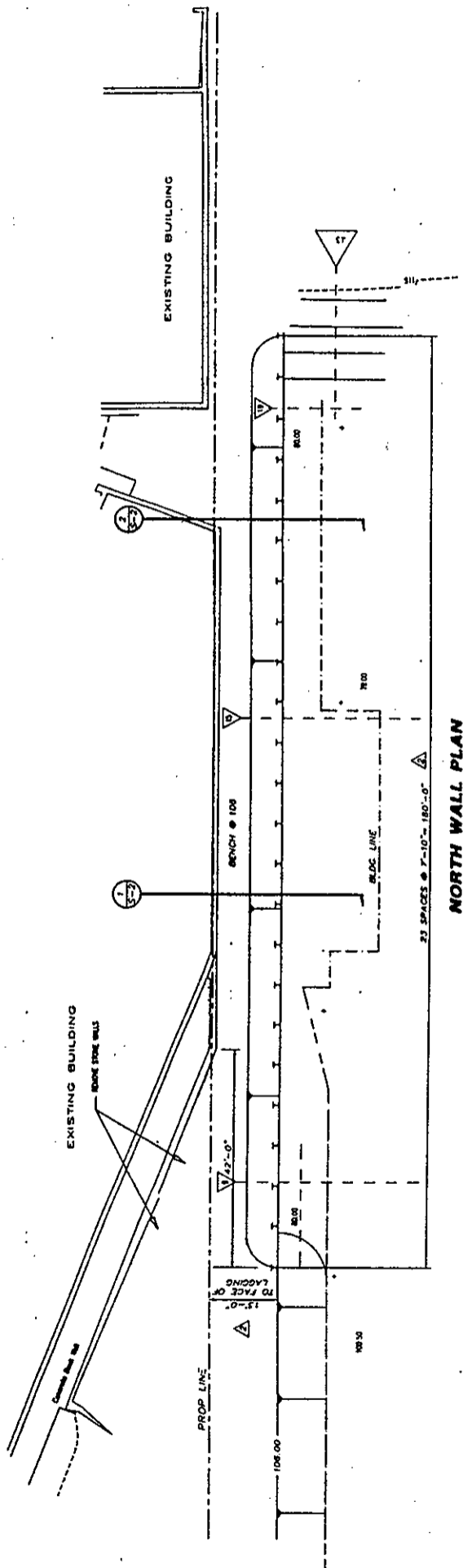


SECTION 2



[Handwritten Signature]
 2.1.1976

		KIEWIT ENGINEERING CO. EXCAVATION SUPPORT SECTIONS	
		PROJECT: CHILDREN'S HOSPITAL	SHEET: 5-2
DATE: 1/27/72	REV. NO. 1	REV. BY:	REV. DATE:
DRAWN:	CHECKED:	DATE:	DATE:



GENERAL NOTES: EXCAVATION SYSTEM DESIGN IS BASED ON SOIL LOADS PROVIDED BY WOODWARD CLIDE ON DRAWINGS DATED 10/14/97. THESE ASSUMPTIONS ARE PROVIDED IN THE EXCAVATION DESIGN REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE SOIL ANCHORS SHALL BE WITNESSED AND MONITORED BY A REPRESENTATIVE OF WOODWARD CLIDE FOR CONFORMANCE TO THESE DRAWINGS.

1. SOIL LOADS PROVIDED BY WOODWARD CLIDE ON DRAWINGS DATED 10/14/97. THESE ASSUMPTIONS ARE PROVIDED IN THE EXCAVATION DESIGN REPORT.

2. INSTALLATION OF THE SOIL ANCHORS SHALL BE WITNESSED AND MONITORED BY A REPRESENTATIVE OF WOODWARD CLIDE FOR CONFORMANCE TO THESE DRAWINGS.

NORTH WALL LOCATION

WALL LOCATION

LEVEL 1 LEVEL 2

SOIL TIE FORCE (INCLUDED 15')

LEVEL 1 LEVEL 2

51K 43K 77K 85K

Handwritten signature



KIEWIT ENGINEERING CO.	
DATE: 11/10/01	REV: 01
SUBJECT: EXCAVATION SUPPORT PILE PLAN PARTIAL PLAN - ANTHRAIS	
PROJECT: CHILDRENS HOSPITAL	
REV. NO.	DATE
1	10/21/01
2	11/10/01
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