

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



RECEIVED

FEB 3 4 09 PM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

1451 H MB
FEE 27.50 FB 01-60000
BKP 23.15.12 C/O _____ COMP _____
DEL _____ SCAN dc FV _____

[FOR RECORDING PURPOSES]

EASEMENT

This Easement is entered into between THE PERSONAL TOUCH, 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 (NW¹/₄NW¹/₄) 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 where the North line of Beverly Hills Addition intercepts the right-of-way taken for Highway 30-A; thence Westerly, along the North line of Beverly Hills Addition, a distance of 215.5 feet; thence at an angle of 90° to the right, a distance of 100 feet, more or less, to the South line of the right-of-way of Nebraska State Highway 30-A; thence Southeasterly, along said South line of highway right-of-way, a distance of 237.5 feet, more or less, to the Place 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.

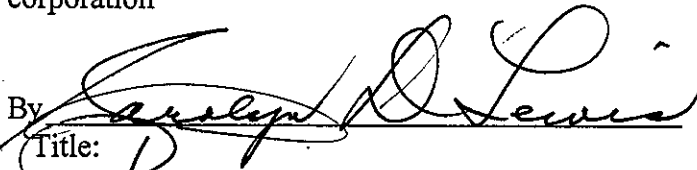
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, as an easement appurtenant to the Grantee Real Estate, an easement under the Grantor Real Estate for the 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.

THE PERSONAL TOUCH, INC., a Nebraska corporation

By 
Title: President

CHILDREN'S HOSPITAL

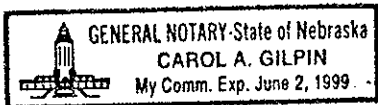
By *[Signature]*
Title: President

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 D. Lewis*, President of THE PERSONAL TOUCH, 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]



[Signature]
Notary Public

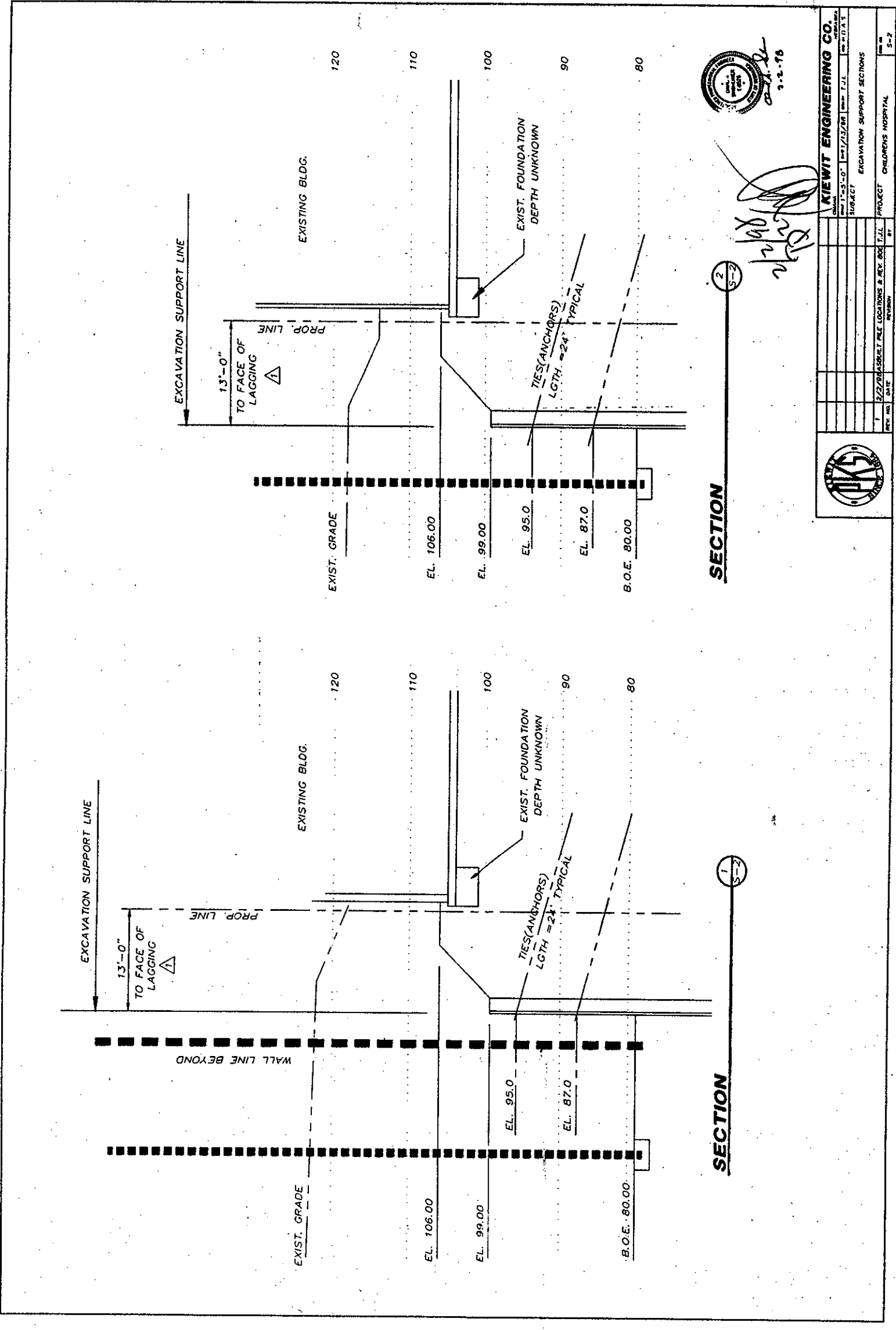
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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.



[Signature]
Notary Public




 2-2-78
[Handwritten Signature]

		KIEWIT ENGINEERING CO. 1705-17th St. N.W. • Denver, CO 80202 • Phone: 303-733-1111	
DATE	11/2/78	BY	JKG
PROJECT	CHILDRENS HOSPITAL	SHEET	5-2
SUBJECT: EXCAVATION SUPPORT SECTIONS			
1/2/2/88 ASBUILT FILE LOCATIONS & REV. 002 T.A.L.			

13-04948 Rev 1/2 12/29/98

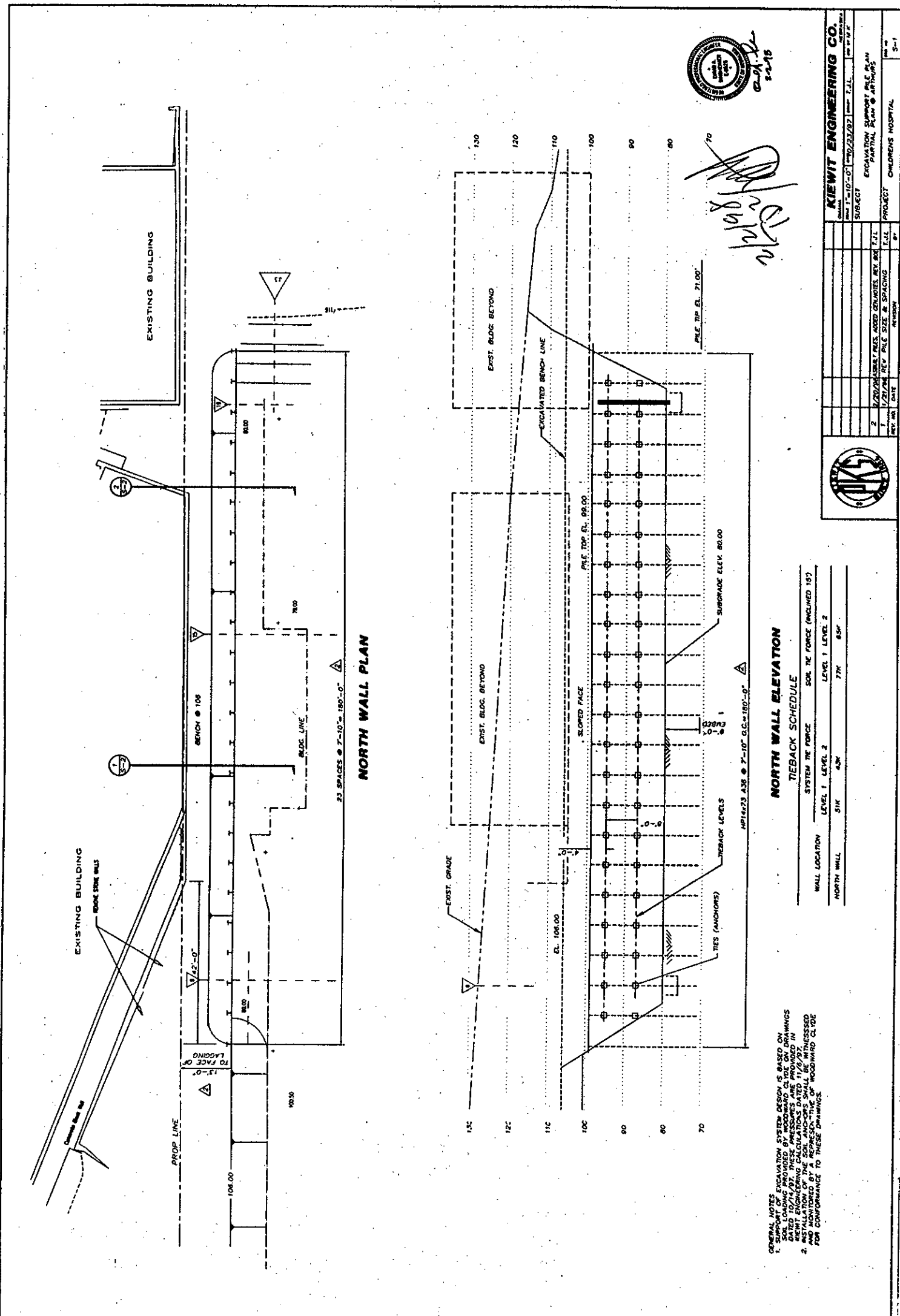


EXHIBIT A

Page 2