

THIS AGREEMENT dated as of June 20, 1985 is entered into by and between KENT INC. ("Kent"), a corporation: and WEST DODGE MEDICAL CENTER ("WDMC"), a Nebraska partnership.

Section 1. RECITALS.

Kent is the owner of certain real property, commonly known as 8025 West Dodge Road in Omaha, Douglas County, Nebraska, the legal description of which is: The irregular 204 feet x 200 feet South of Lincoln Highway in Southwest 1/4 of North 1/2 of Northwest 1/4 Section 23-15-12 (Lands) Douglas County Nebraska. WDMC is the owner of Lots 12 and 13, Block 1, Beverly Hills Addition to the City of Omaha, Douglas County, Nebraska (the "WDMC Parcel"). The Kent Parcel adjoins the WDMC Parcel on the North, and certain of the improvements on the Ken Parcel encroach onto the WDMC Parcel.

In order to avoid a controversy and to provide for continued harmonious relationships among the parties in the future, Kent and WDMC have entered into this agreement.

IN CONSIDERATION OF THE PREMISES and of the mutual promises and agreements herein contained, the parties agree as follows:

Section 2. EASEMENT FOR ENCROACHMENT.

WDMC hereby grants to Kent and Kent hereby accepts an easement for the maintenance of an encroachment of the building presently located upon the Kent Parcel on, to and over the North one foot of the West 32 feet of Lot 12 and the North one foot of the East 51 feet of Lot 13 of the WDMC Parcel for so long as the owners of the Kent Parcel shall maintain a structure thereon which shall provide the same amount of lateral support to the WDMC Parcel as is provided by the existing structure.

Section 3. MAINTENANCE OBLIGATIONS.

For so long as the easement herein granted shall continue, the owners of the Kent Parcel agree to maintain the south wall of the building on the Kent Parcel in good and substantial condition so as to continue to provide lateral support to the WDMC Parcel, and neither WDMC nor its successors and assigns shall have any obligation with respect to maintenance of said wall.

Section 4. COVENANTS RUNNING WITH THE LAND.

The easement hereby granted and the agreements herein contained shall be perpetual easements and covenants appurtenant to and running with the land and shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the WDMC Parcel and the Kent Parcel and all persons claiming under them.

Section 5. GENERAL PROVISIONS.

Any alteration, change or modification of this agreement shall be effective only if it is in writing and duly executed by each of the owners of the land which is the subject of this agreement.

A waiver by either party hereto of any of its rights hereunder shall not be effective unless in writing and, in any event, shall not be construed as a continuing waiver as to any subsequent event, breach of this agreement or any other right herein contained, unless such written waiver specifically so states.

This agreement shall be governed by the laws of the State of Nebraska. The parties' respective rights and obligations hereunder shall be specifically enforceable.

