



BK 1504 PG 057-067

RICHARD N. TARECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



MISC 2003 10367

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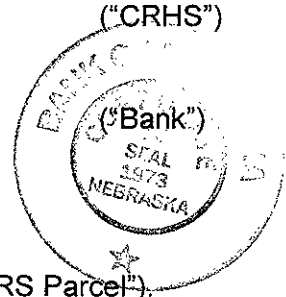
*Return to:*  
*John Kottmann*  
*10835 Old Mill Rd.*  
*Omaha 68154*

**EASEMENT AGREEMENT**

**DATE:**

**BETWEEN: CLARKSON REGIONAL HEALTH SERVICES, INC.**  
a Nebraska nonprofit corporation

**AND: BANK OF NEBRASKA**  
a CORPORATION



**RECITALS**

- A. CRHS is the owner of the property described in Exhibit A (the "CHRS Parcel").
- B. Bank is the owner of the property described in Exhibit B (the "Bank Parcel").
- C. CRHS and Bank desire to create a storm water drainage easement to serve the CRHS Parcel and Bank Parcel.

**AGREEMENT**

**NOW, THEREFORE,** CRHS and Bank, for themselves and their respective successors and assigns as owners of the CRHS Parcel and Bank Parcel (each, an "Owner"), covenant and agree as follows:

1. Grant of Easement. CRHS and Bank grant, create and establish a perpetual non-exclusive easement over and across those portions of the CRHS Parcel and Bank Parcel described in Exhibit C (the "Easement Area") for the benefit of the CRHS Parcel and Bank Parcel and the respective owners and occupants thereof, for the purpose of constructing, reconstructing, operating, using, maintaining, repairing and replacing a storm sewer drainage system serving the CRHS Parcel and Bank Parcel. Nothing herein will limit the right of any Owner to construct and install surface parking facilities, sidewalks, trails, landscaping, irrigation, lighting and similar improvements in the Easement Area on its Parcel and use such facilities in the operation of its Parcel, so long as such improvements do not unreasonably interfere with any use of below-ground portions of the Easement Area for the storm water drainage system.
2. Construction and Maintenance of Easement Facilities. CRHS will cause the storm water drainage system to be constructed in the Easement Area in accordance with plans and specifications approved by the Bank. CRHS will thereafter keep and maintain the storm water drainage system in good order and condition, and repair and replace such elements of the system as may be required to keep the system in good order and condition. Such maintenance work will include, without limitation, cleaning, repair and replacement of sewer lines and catch basins in the storm water drainage easement.
3. Cost of Construction and Maintenance. The cost of constructing the initial storm water drainage system in the Easement Area will be borne by CRHS. ~~The cost of reconstructing, operating, maintaining, repairing and replacing the storm water drainage system after the initial construction thereof will be shared equally by CRHS and the~~  
SEE SHEET ATTACHED.

*Handwritten initials and a large scribble.*

EASEMENT AGREEMENT

3. Cost of Construction and Maintenance

CRHS shall restore all damage caused by installation of storm water system to include current and future damage to sodded areas as well as sprinkler system, which is part of the easement of the bank property as shown on Exhibit "B" (Bank Property).

~~Bank. Such costs will be invoiced by CRHS and will be due and payable within ten days after receipt of such invoice.~~

4. Modification of Easement Facilities. Each Owner will have the right from time to time, at its cost and upon reasonable notice to the other Owner, to modify, alter or relocate the storm water drainage system on its Parcel as may be desirable for operation, construction, reconstruction, expansion or modification of any buildings or other improvements on its Parcel, so long as such modification, alteration or relocation does not lessen the capacity or efficiency of the storm water drainage system. Any such modification or alteration will be of a character and quality consistent with the character and quality of the initial storm water drainage system. Such Owner will execute and record an amendment to this Agreement reflecting any resulting relocation of the Easement Area on its Parcel, the cost of which will be paid by such Owner. Notwithstanding anything herein to the contrary, no Owner will, without the prior written approval of the other Owner, alter any landscaping, grading or surface storm water drainage or detention areas on its Parcel or connect to the storm water drainage system any buildings or other improvements which would increase usage of the storm water drainage system above the initial design, unless such Owner at its cost expands the storm water drainage system as may be required to accommodate such additional usage.
5. Default and Remedies. Any Owner will be in default if it fails to pay any amount due under this Agreement within ten days after receipt of written notice of such failure, or if it fails to perform any of its other obligations under this Agreement within 30 days after receipt of written notice of such failure (or, if such failure cannot reasonably be cured within such 30 days, if it fails to commence such action as is necessary within such 30 days and proceeds diligently thereafter to cure such failure). In addition to the other rights and remedies provided at law or in equity or under this Agreement, if an Owner defaults in any obligation under this Agreement, the other Owner may enter the Easement Area on not less than ten days' prior written notice (or without notice in an emergency) and perform such obligation. The defaulting Owner will be responsible for its proportionate share of the cost of such performance, together with all attorney fees incurred in connection therewith. All amounts payable by an Owner will bear interest from the date such payment is due at a rate equal to 3% per annum in excess of the prime rate of interest published from time to time by The Wall Street Journal or its successor publication or, if such publication no longer publishes the prime rate of interest, a comparable index of commercial borrowing rates will be selected by the Owner to whom such payment is due. In no event will the interest rate exceed the maximum rate permitted by law.
6. Estoppels. Each Owner upon not less than 20 days' prior notice from the other Owner will execute, acknowledge and deliver a written statement certifying
  - (a) that this Agreement is in full force and effect, subject only to such modifications (if any) as may be set out therein, and
  - (b) that there are not, to such Owner's knowledge, any uncured defaults on the part of the other Owner, or specifying such defaults if any are claimed, and
  - (c) as to any other matters pertaining to this Agreement as may be reasonably requested.

Any such statement may be relied upon by a prospective transferee or encumbrancer of all or any portions of the Parcel owned by such Owner or any interest therein or any assignee of any such persons. If any Owner fails to timely deliver such statement, such Owner will be deemed to have acknowledged that this Agreement is in full force and effect, without modification except as may be represented by the Owner requesting such statement, and that there are no uncured defaults in the requesting Owner's performance.

7. Successors and Assigns. All rights and easements granted, conveyed, and established by this Agreement are appurtenant to the CRHS Parcel and the Bank Parcel and run with the land, and will inure to the benefit of and be binding on all present and future Owners and their respective successors and assigns. Each Owner will be liable under this Agreement only for such obligations as accrue during its respective period of ownership of its Parcel. Nothing in this Agreement is to be interpreted to give the public, any governmental authority, or any other third party any easement upon any land or any rights or interests in or to any land or this easement.

IN WITNESS OF this Agreement, CRHS and Bank have executed it as of the date set out at its head.

CRHS:

CLARKSON REGIONAL HEALTH SERVICES, INC.

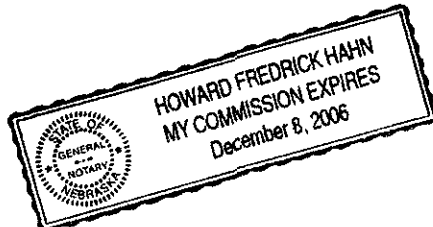
By William D. Osmond  
Its CEO

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

On the 18 day of March, 2003, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came William D. Osmond, as Chief Executive Officer of CLARKSON REGIONAL HEALTH SERVICES, INC., to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be his voluntary act and deed, and the voluntary act and deed of the corporation.

WITNESS my hand and notarial seal on the day and year last written above.

Howard Fredrick Hahn  
Notary Public



BANK:

BANK OF NEBRASKA

By   
Its President

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

On the 27 day of February, 2003, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came Bruce E. Cramer, as President of the BANK OF NEBRASKA, to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be his voluntary act and deed, and the voluntary act and deed of the corporation.

WITNESS my hand and notarial seal on the day and year last written above.



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Notary Public

**EXHIBIT A**

**DESCRIPTION OF CRHS PARCEL**

Lots 11, 12, and 13, Oak View, a subdivision in Douglas County, Nebraska

③

61-28224

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**EXHIBIT B**

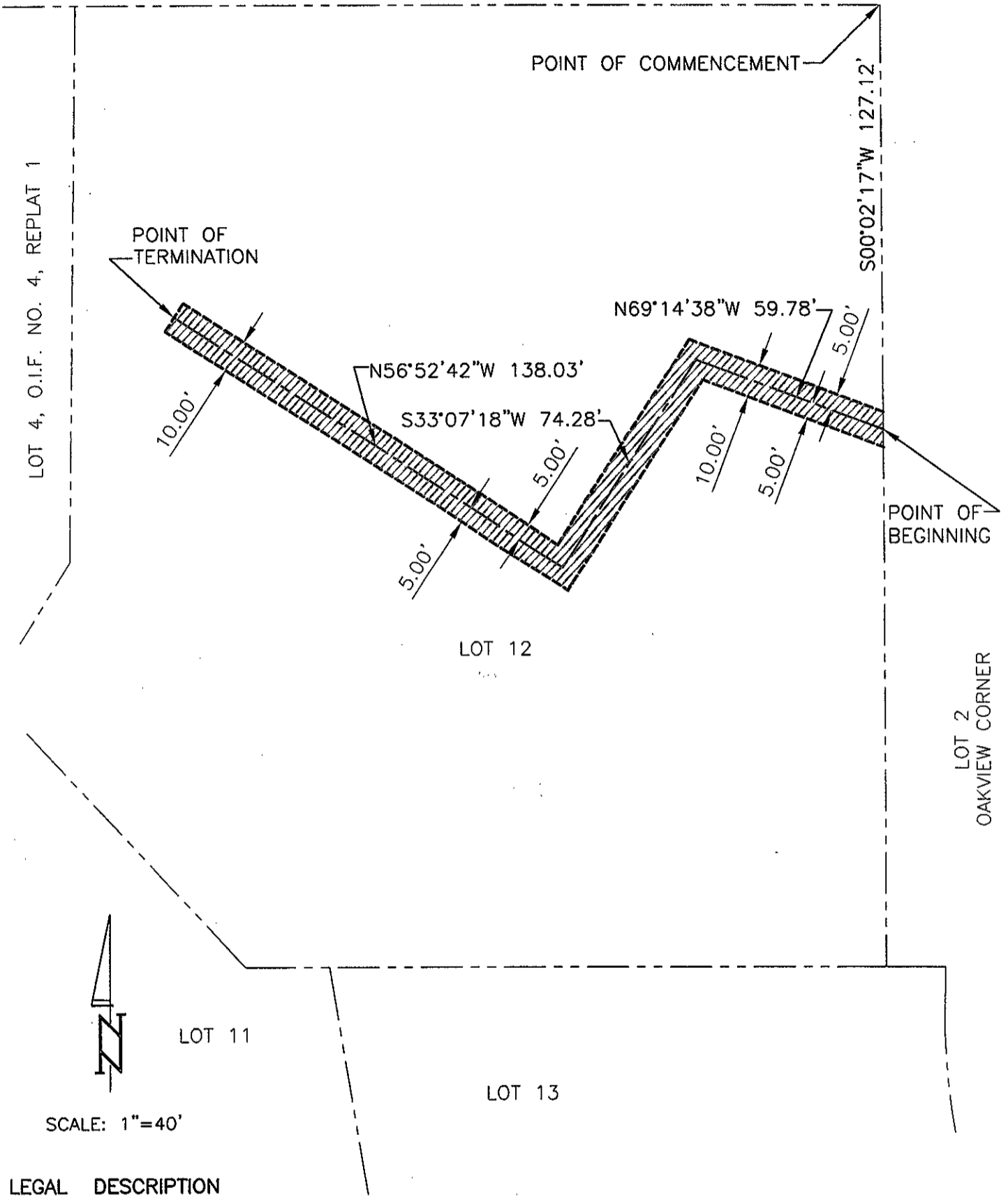
**DESCRIPTION OF BANK PARCEL**

Lot 2 in Oak View Corner, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

61-28244



WEST CENTER ROAD



LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 12, OAK VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NE CORNER OF SAID LOT 12;  
 THENCE S00°02'17"W (ASSUMED BEARING) 127.12 FEET ON THE EAST LINE OF SAID LOT 12 TO THE POINT OF BEGINNING;  
 THENCE N69°14'38"W 59.78 FEET;  
 THENCE S33°07'18"W 74.28 FEET;  
 THENCE N56°52'42"W 138.03 FEET TO THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EAST LINE OF SAID LOT 12.

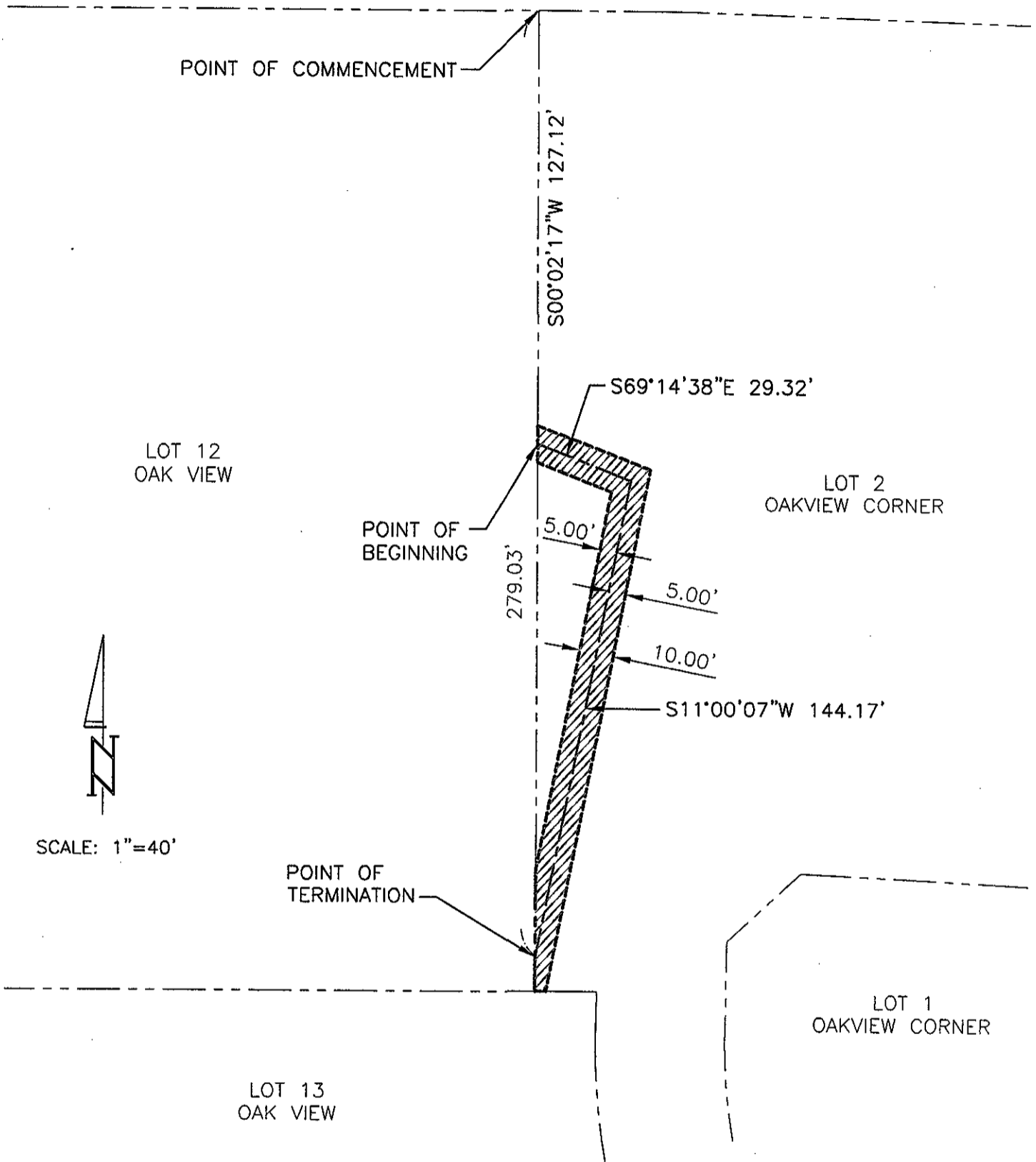
FRAUENSHUH COMPANIES

TD2 FILE NO.: 1272-101-EASE-C

DATE: OCT. 29, 2002

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

WEST CENTER ROAD



**LEGAL DESCRIPTION**

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 2, OAKVIEW CORNER, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NW CORNER OF SAID LOT 2;  
 THENCE S00°02'17"W (ASSUMED BEARING) 127.12 FEET ON THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;  
 THENCE S69°14'38"E 29.32 FEET;  
 THENCE S11°00'07"W 144.17 FEET TO THE WEST LINE OF SAID LOT 2 AND THE POINT OF TERMINATION, SAID POINT BEING 279.03 FEET FROM THE NW CORNER OF SAID LOT 2, WITH THE OUTER LIMITS OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WEST LINE OF SAID LOT 2.

FRAUENSHUH COMPANIES

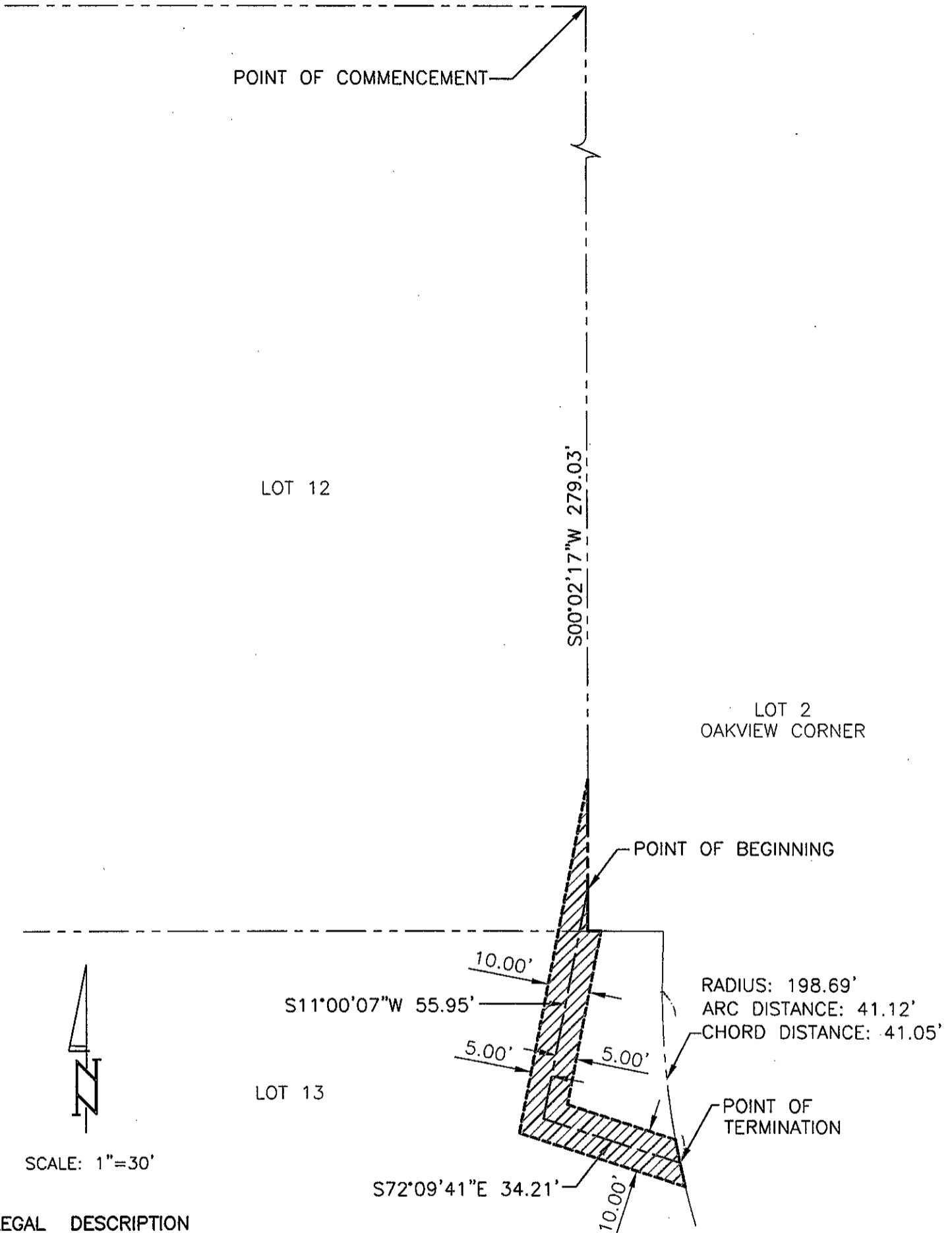
TD2 FILE NO.: 1272-101-EASE-D

DATE: OCT. 29, 2002

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "C"

Page 2 of 3



**LEGAL DESCRIPTION**

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOTS 12 AND 13, OAK VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NE CORNER OF SAID LOT 12;  
 THENCE  $S00^{\circ}02'17''W$  (ASSUMED BEARING) 279.03 FEET ON THE EAST LINE OF SAID LOT 12 TO THE POINT OF BEGINNING;  
 THENCE  $S11^{\circ}00'07''W$  55.95 FEET;  
 THENCE  $S72^{\circ}09'41''E$  34.21 FEET TO THE EAST LINE OF SAID LOT 13 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE EAST LINES OF SAID LOTS 12 AND 13.