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5356 H 10-14-12 01-6000  
FEE 21.00 H 62-31223

DEL. C/O COMP VP

LEGAL PG SCAN DFV

RECEIVED  
MAY 6 2 34 PM '97

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

390 9091

Return: Mark Sweet  
40 Grandmothers  
8420 W. Dodge  
#100  
Omaha, NE 68114

VP

## EASEMENT AGREEMENT

This Easement Agreement is made and filed of record by Prairie Life Center of Q Street, Ltd., a Nebraska limited partnership, for the benefit of the present and future owners of Lot 2 of an administrative subdivision forming a part of the Northeast one-quarter of the Northeast one-quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein.

### WITNESSETH:

WHEREAS, Prairie Life Center of Q Street, Ltd., a Nebraska limited partnership, is the owner of a tract of land described in the attached Exhibit "A";

WHEREAS, pursuant to an administrative subdivision evidenced by a survey prepared by Hill-Farrell Associates, Inc., Gary S. Jensen, L.S. #478, dated March 7, 1997, said tract of land described in Exhibit "A" has been divided into two lots;

WHEREAS, pursuant to agreement with the City of Omaha, Douglas County, Nebraska, Lot 2 will have no direct access to either Q Street or 84th Street;

WHEREAS, in order to provide access from Lot 2 to Q Street, Prairie Life Center of Q Street, Ltd. desires to create an easement for the benefit of the present and future owners of Lot 2 for such purpose;

NOW, THEREFORE, the following easement is created

1. Description of Easement. There is hereby created an easement for the purposes of ingress and egress for the benefit of the present and future owners of Lot 2, their successors and assigns, an easement to and from Q Street from said Lot 2 over and across that certain driveway to be constructed on Lot 1, the centerline of which shall intersect with the South boundary of Q Street, 416 feet West of the Northeast corner of Section 10, Township 14 North, Range 12 East of the 6th P.M., together with a right of access to said driveway from Lot 2 over and across a tract of land 30 feet in width extending from the West boundary of Lot 2 to the East boundary of said driveway.

2. Maintenance. The driveway, whose centerline is 416 feet West of the Northeast corner of Section 10-14-12 shall be maintained by the owner of Lot 1, its successors and assigns. Any auxiliary driveway necessary extending from the West boundary line of Lot 2 to the driveway described in the preceding sentence shall

be maintained solely at the expense of the owner of Lot 2, its successors and assigns.

3. Default. In the event that the owner of either Lot 1 or Lot 2 shall fail to maintain the driveways as required under the provisions of Paragraph 2 hereof, the owner of the other parcel may undertake to make such repairs as may be reasonably necessary to keep and maintain the driveways in a reasonable state of repairs and the owner who obligation it was to perform such repairs shall immediately reimburse the other owner for such costs, together with interest at the rate of ten percent (10%) per anum. Such charges together with interest accruing thereon, shall, if not paid, constitute a lien upon the lot owned by the defaulting owner.

4. Duration of Easement. This easement shall be perpetual and shall be deemed a covenant running with the land. This easement may not be altered, amended, or terminated except by agreement of the owners of both Lots 1 and 2 and, further, may not be terminated except with the prior consent of the City of Omaha, Nebraska.

4. Binding Agreement. This agreement shall be binding upon the present owners of Lots 1 and 2 and their successors and assigns.

5. Governing Law. This Easement Agreement shall be governed by the laws of the State of Nebraska and all interpretation shall be made pursuant thereto.

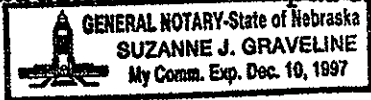
IN WITNESS WHEREOF, Prairie Life Center of Q Street, Ltd., a Nebraska limited partnership, by and through its general partner Dean Rasmussen, has executed this Easement Agreement as of the 17<sup>th</sup> day of April, 1997.

PRAIRIE LIFE CENTER OF Q STREET,  
LTD., a Nebraska limited  
partnership,

By:   
Dean Rasmussen, General Partner

STATE OF NEBRASKA     )  
                                      ) SS.  
COUNTY OF DOUGLAS    )

The above and foregoing Easement Agreement was acknowledged before me this 17<sup>th</sup> day of April, 1997 by Dean Rasmussen, General Partner of Prairie Life Center of Q Street, Ltd., a Nebraska limited partnership, on behalf of such partnership.

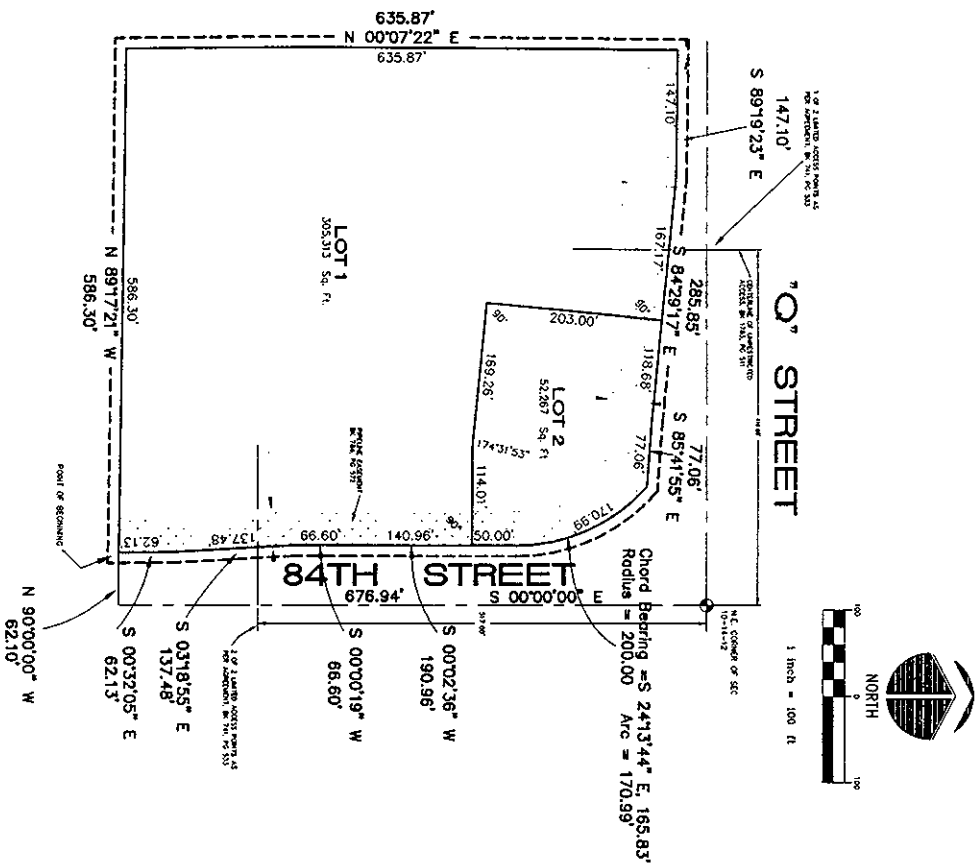


Suzanne J. Graveline  
Notary Public

My Commission Expires:

Dec. 10, 1997

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



LAND SURVEYORS CERTIFICATION

I hereby certify that I have accurately surveyed and found or placed permanent iron pins at all corners of all lots and angle points of the property as shown on this plat and as described in the Legal Description.

Date: March 13, 2012

Gary S. Jensen, S. No. 478



LEGAL DESCRIPTION

A tract of land located in the Northeast 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows: Commencing at the Northeast corner of said Section 10; thence S00°00'00\"

OWNERS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that PRAIRIE LIFE CENTER OF O STREET, LTD., the undersigned owners of the property as shown on this plat and as described in the Legal Description, have caused said land to be subdivided into two lots as shown on this plat.

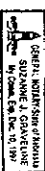
Date: 3-11-12

PRAIRIE LIFE CENTER OF O STREET, LTD.  
BY: DEAN RASMUSSEN, GENERAL PARTNER

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska )  
County of Douglas )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me the undersigned Notary Public duly commissioned in and for said County and State, personally appeared \_\_\_\_\_, known by me to be the identical person whose name is affixed to the foregoing certification on and he did acknowledge the execution thereof to be his voluntary act and deed.



COUNTY TREASURERS CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described within this plat as shown by the records of this office.

Date: \_\_\_\_\_

Douglas County Treasurer

PLANNING DIRECTOR APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts with plat requirements waived per Section 7.08 Home Rule Charter of the City of Omaha, 1998. This subdivision approval is void unless this plat is filed and recorded with the County Register of Deeds within thirty (30) days of this date.

Date: \_\_\_\_\_

Planning Director

DATE: 3/07/97  
DRAWN BY: RHM  
CHECKED BY: WAF  
SURVEY BY: GSA

PRAIRIE LIFE CENTER  
ADMINISTRATIVE SUBDIVISION

Hill-Farrell Associates, Inc.  
Land Surveyors, Land Planners, Construction Surveys  
1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100



K-96-2337P

SHEET 1 OF 1