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INST. NO 96

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1**ACCESS EASEMENT**

For One Dollar and other valuable consideration, the Carriage Park Neighborhood Association, Inc., Grantor, does hereby create, establish and grant to Lincoln Forum, a Nebraska non-profit corporation, and Hospital Authority No. 1 of Lancaster County, Nebraska, (singly "Grantee," or collectively "Grantees") for their benefit and the benefit of their successors, assigns, visitors, and invitees, an easement in, over and through a portion of Outlot "J", Carriage Park Addition, Lincoln, Lancaster County, Nebraska more particularly described as:

See Exhibit A, attached hereto and made a part of said described property (the "Easement Premises"), permitting the full and free use of the Easement Premises for the purposes of ingress and egress, as specifically limited by the terms herein, from Shamrock Road, a public street to and from the real property to be purchased by the Grantees and described as:

The West 322.79 feet of the South 188.55 feet of Lot 5, Strain's Acres, Lincoln, Lancaster County, Nebraska, except that part deeded to the City of Lincoln by the instrument filed February 18, 1986 as Inst. No. 86-3894 and

The North 175 feet of the West 322.79 feet of Lot 5 and the South 25 feet of the West 322.79 feet of Lot 4, Strain's Acres, Lincoln, Lancaster County, Nebraska except that portion deeded to the City of Lincoln by the instrument filed February 10, 1986 as Inst. No. 86-3408.

This easement shall be subject to the following terms and conditions:

- (1) Grantees shall construct at its cost a driveway for vehicular access inside the boundaries of the Easement Premises and landscape the non-paved areas within same.
- (2) Responsibility for the cost, maintenance, or repair of the Easement Premises shall rest with the Grantees, Lincoln Forum, only, and no responsibility thereof shall accrue to the Grantor by reason of the Grantor's benefits from this easement. The services to be provided by the Grantee shall include, but not be limited to, snow removal and driveway repair.
- (3) Grantee, Lincoln Forum, will develop a landscape plan for its property, Outlots J and I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska and the central island on Shamrock Road, adjoining 70th Street. Grantor shall have the right to approve the landscape plan. In the event that the landscape plan shall entail the relocation of trees from Grantor's property, Outlots J

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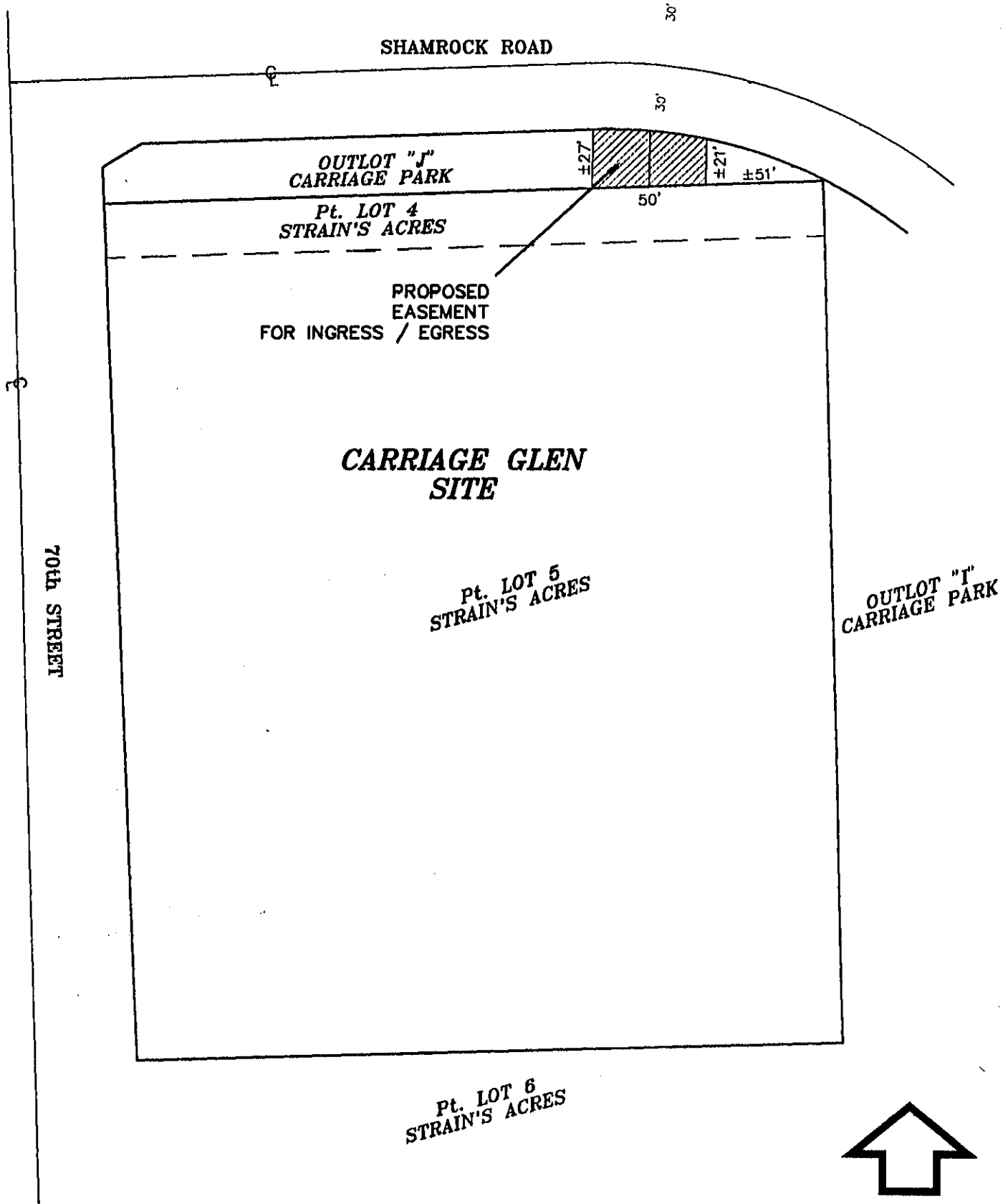
ACCESS EASEMENT (CONTINUED)

or I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska, then in the event that the landscaping plan calls for the relocation of such trees, Grantee, Lincoln Forum, is hereby granted a temporary easement over the entirety of Outlots J and I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska for the purpose of removing, planting, and replanting such trees. All plantings contemplated under this Access Easement shall be accomplished within nine (9) months of the first occupancy of the improvements on the property owned by Grantees, or either of them and located adjacent to Outlot J, Carriage Park Addition, Lincoln, Lancaster County, Nebraska.

- (4) Grantee, Lincoln Forum, upon the request of Grantor, will cause any fence existing between Outlot I, Carriage Park Addition, Lincoln, Lancaster County, Nebraska and Grantee's property described herein to be removed at Grantee's (Lincoln Forum's) sole expense.
- (5) At the completion of construction of the driveway mentioned herein for vehicular access, Grantee, Lincoln Forum, shall install a stop sign at the intersection of said driveway and Shamrock Road.
- (6) If Grantee, Lincoln Forum, desires to place or replace a sign on Shamrock Road with respect to its property, the sign shall have the approval of the Carriage Park Neighborhood Association, Inc. Board of Directors. The Board of Directors of the Carriage Park Neighborhood Association, Inc. in granting its permission shall be guided by the compatibility of the proposed signage with the now current signage of the Carriage Park design.
- (7) Deliveries to Grantee's building to be constructed on Grantee's property shall enter and exit from the 70th Street entrance to Grantee's property and all vehicles making such deliveries shall not be entitled to use of the easement premises.
- (8) During the construction of the driveway on the Easement Premises, Shamrock Road may be utilized by any vehicles involved in the construction of the driveway. After the construction of the driveway, Shamrock Road may be then used only minimally by any vehicles involved in the construction of the building on Grantee's property.
- (9) This easement shall be appurtenant to and run with the Grantees' above described real property.
- (10) Subject to the prior written consent of the Grantee, Lincoln Forum, which shall not be unreasonably withheld, the Grantor shall have the right to place along, across, on or over the Easement Premises any improvements as they may desire; provided, however that such improvements do not materially interfere with the rights of access granted pursuant to the terms and conditions of this Access Easement. The Grantor shall further have the right to the full use and enjoyment of the Easement Premises except for such use as may unreasonably interfere with the exercise of the easement rights granted herein.

Project No. 951286

PROPOSED EASEMENT SKETCH



NORTH

SCALE 1" = 60'

Date: 10/13/95

EGA
EHRHART
GRIFFIN &
ASSOCIATES

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Meridional