



MISC 2013113101



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Register of Deeds, Douglas County, NE
11/12/2013 10:53:45.00



2013113101

RETURN TO: Paul R. Elofson, Fitzgerald, Schorr, Barmettler & Brennan, 10050 Regency Circle, Ste. 200, Omaha, NE 68114. Ph: 402-342-1000

ACCESS EASEMENT AGREEMENT

~~DECEMBER~~ NOVEMBER

THIS ACCESS EASEMENT AGREEMENT ("Agreement"), is made and entered into this 8 day of ~~September~~, 2013, by and between **Angels on Wheels, Inc., d/b/a Cross Training Center**, a Nebraska corporation ("Grantor") and **Journal Broadcast Group, Inc.**, a Wisconsin corporation, ("Grantee").

RECITALS

WHEREAS, Grantor has become the owner of certain real property situated in Douglas County, Nebraska, commonly known as 5030 North 72nd Street, Omaha, Nebraska 68134 and legally described on the attached Exhibit "A" ("Grantor's Property"); and

WHEREAS, Grantor purchased Grantor's Property from Grantee; and

WHEREAS, Grantee is the owner, through merger with Omaha Great Empire Broadcasting, Inc., of certain real property situated in Douglas County, Nebraska, commonly known as 5020 North 72nd Street, Omaha, Nebraska 68134, legally described on the attached Exhibit "B" ("Grantee's Property"), upon which are situated television and radio transmission towers ("Towers"); and

WHEREAS, in connection with Grantee's sale of 5030 North 72nd Street, Omaha, Nebraska 68134 to Grantor, it was a condition of the sale that Grantor enter into certain easement agreements for the benefit of Grantee; and

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WHEREAS, Grantee has previously had access to Grantee's Property through the parking lot and a roadway currently located on the Grantor's Property, as more particularly described and depicted on Exhibit C, attached hereto and made a part hereof ("Access Drive") and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, an easement for ingress and egress on, over and across the Access Drive, all in accordance with and subject to the terms, covenants and conditions herein contained.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the transfer of the Property to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for its use and for the use of its tenants, employees, agents, licensees and invitees, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across the Access Drive, on and subject to the terms, covenants and conditions herein contained.

2. Maintenance. On those portions of the Access Drive located on the current concrete roadway and parking lot areas, Grantor shall keep and maintain the Access Drive in good condition and repair, including, without limitation, prompt removal of snow and ice from the Access Drive, and shall pay all costs of such maintenance and repair. Grantee shall maintain, to Grantee's satisfaction, the portion of the Access Road not presently covered by concrete.

3. No Interference. Neither party shall erect, construct or install any buildings, structures or improvements over the Access Drive, or place any other obstructions within the Access Drive, which will interfere with the other party's use of the Access Drive as provided herein, however, Grantor shall be allowed to maintain the current concrete parking areas located on the Access Drive.

4. Real Estate Taxes. Grantee shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the Grantor Property.

5. Indemnification. Grantor and Grantee each covenants and agrees to hold the other and its respective officers, employees, agents, contractors and tenants harmless and indemnified from and against all injuries, damages, claims and losses to or of any person or property related to or arising from the use of the Access Drive, whether negligent or otherwise, by the indemnifying party or its officers, employees, agents, contractors or tenants. Upon conveyance by Grantor to Grantee of the Grantee Property, Grantee shall have no further obligation to Grantor under this indemnity for liabilities

Access Easement Agreement
Cross Training Center/Journal Broadcast Group

arising after the date of such conveyance, and this indemnity shall become the obligation of Grantee's successors and assigns. Upon conveyance by Grantor of the Grantor Property, Grantor shall have no further obligation to Grantee under this indemnity for liabilities arising after the date of such conveyance, and this indemnity shall become the obligation of Grantor's successors and assigns.

6. Subordination. Any mortgage or deed of trust or lease upon Grantor's Property shall be subject and subordinate to the terms of this Agreement and the Easement created hereby. Any party foreclosing any such mortgage or deed of trust shall foreclose the same subject to all of the terms of this Agreement and the Easement created hereby.

7. Covenants Running with the Land. This Agreement and all of the terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land," and as such, shall run with and be binding upon the Grantor Property and shall be binding upon and inure to the benefit of the Grantee Property.

8. Modification. This Agreement may not be modified, amended or terminated except by a writing executed and delivered by the parties hereto.

9. Waiver. No waiver of, acquiescence in or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

10. Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

Access Easement Agreement
Cross Training Center/Journal Broadcast Group

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ANGELS ON WHEELS, INC. d/b/a CROSS TRAINING CENTER, a Nebraska Corporation, Grantor

By: [Signature]
Name: Brenda Banks
Its: President

JOURNAL BROADCAST GROUP, INC., a Wisconsin Corporation, Grantee

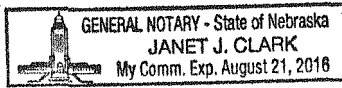
By: [Signature]
Name: Christopher Sehring
Its: Vice President
Journal Broadcast Group – Omaha

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

~~OCTOBER~~ NOVEMBER

The foregoing Easement Agreement was acknowledged before me, a Notary Public, this 8 day of ~~September~~, 2013, by BRENDA K. BANKS, the PRESIDENT of and authorized agent for Angels on Wheels, Inc. d/b/a Cross Training Center, a Nebraska corporation on behalf of the Corporation.



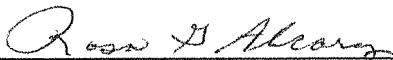
[Signature]
Notary Public

Access Easement Agreement
Cross Training Center/Journal Broadcast Group

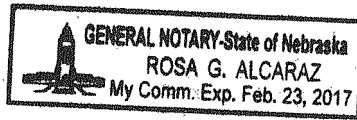
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

OCTOBER

The foregoing Easement Agreement was acknowledged before me, a Notary Public, this this 28 day of ~~September~~, 2013, by Christopher Sehring, Vice President, Journal Broadcast Group – Omaha as the authorized agent for **Journal Broadcast Group, Inc.**, a Wisconsin corporation on behalf of the Corporation.



Notary Public



CONSENT OF LENDER

The undersigned, **American National Bank**, a national banking organization, ("Lender") in connection with providing financing the acquisition of the real estate commonly known as 5030 North 72nd Street, Omaha, Nebraska and legally described on the attached Exhibit "A" by its borrower **Angels On Wheels, Inc., d/b/a Cross Training Center**, hereby consents to the foregoing Access Easement Agreement. Lender agrees that any Deed of Trust or Mortgage and any other related documents executed by **Angels On Wheels, Inc.** for the benefit of Lender in connection with the acquisition of the real estate shall be subject and subordinate to the foregoing Easement Agreement in all respects and at all times. In the event of any foreclosure or any acquisition of the subject real estate by Lender or any successor-in-interest to Lender, the foregoing Easement Agreement and the rights and privileges of **Journal Broadcast Group, Inc.** and its successors shall not be disturbed and shall remain in full force and effect, and Lender and any successors-in-interest shall abide by and be bound by the foregoing Easement Agreement and all of its terms and conditions.

Dated this 8 day of ~~September~~, 2013.
November

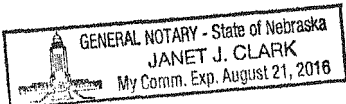
American National Bank,
a national banking organization,

By: *James R. Hollenbeck*
Title: *Assistant Vice President*

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS) NOVEMBER

On ~~September~~ 8, 2013 before me, personally appeared *JAMES R. HOLLENBECK*, and acknowledged to me that he or she executed the same in his or her authorized capacity as *ASSISTANT VICE PRESIDENT* of American National Bank, a national banking organization and the execution thereof is the act and deed of the Bank.

Witness my hand and official seal.



Janet J. Clark
Notary Public

Access Easement Agreement
Cross Training Center/Journal Broadcast Group

EXHIBIT "A"

Legal Description for 5030 North 72nd Street, Omaha, Nebraska 68134
Property Owned by: Angels on Wheels, Inc. d/b/a Cross Training Center

Lot 1, Journal Broadcast Group, a subdivision as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska

EXHIBIT "B"

Legal Description for 5020 North 72nd Street Omaha, Ne. 68134 Property owned by Journal Broadcast
Group, Inc., successor by merger to Omaha Great Empire Broadcasting, Inc.

The South 255 feet of the East 430 feet of the Southwest Quarter of the Southeast Quarter of Section 35 Township 16 North Range 12 East of the 6th P.M., Douglas County, Nebraska, together with part of Tax Lots 1 and 2 in the West Half of the Northeast Quarter of Section 2, Township 15 North, Range 12 East of the 6th P.M., an Addition to the City of Omaha, Douglas County, Nebraska, together with the North 450.00 feet of Block 102, Benson, in Douglas County, Nebraska, together with part of vacated 73rd Street, part of vacated 75th Street and part of vacated Browne Street adjoining said Block 102, all more particularly described as follows: Beginning at the Northeast corner of the West Half of the Northeast Quarter of said Section 2 said point of beginning also being the Northeast corner of said Tax Lot 1; thence South 00 Degrees 01 Minutes 06 Seconds East (assuming the West line of said Tax Lot 1 to bear North and South) 622.00 feet on the East line of said Tax Lot 1 to the centerline of vacated Browne Street; thence North 89 Degrees 53 Minutes 48 Seconds East 659.73 feet on the centerline of vacated Browne Street to the centerline of vacated 73rd Street; thence South 00 Degrees 00 Minutes 32 Seconds West 480.00 feet on the centerline of vacated 73rd Street; thence South 89 Degrees 53 Minutes 48 Seconds West 739.88 feet on a line 480.00 feet South of and parallel to the centerline of vacated Browne Street to a point 350.00 feet East of the West line of said Tax Lot 1; thence South 32 Degrees 14 Minutes 29 Seconds West 562.34 feet to a point 50.00 feet East of the West line of said Tax Lot 1; thence West 50.00 feet to a point on the West line of said Tax Lot 1 said point being 955.00 feet South of the westerly extension of the centerline of vacated Browne Street; thence North 1576.62 feet on the West line of said Tax Lot 1 to the Northwest corner of said Tax Lot 1; thence continuing North 255.04 feet on the East line of Lot 12 of Sunset West Second, a subdivision in said Douglas County, Nebraska to the Northeast corner of said Lot 12; thence North 89 Degrees 52 Minutes 10 Seconds East 429.81 feet on the North line of the South 255 feet of the East 430 feet of the Southwest Quarter of the Southeast Quarter of said Section 35 to the East line of the Southwest Quarter of the Southeast Quarter of said Section 35; thence South 00 Degrees 03 Minutes 00 Seconds East 254.86 feet on the East line of the Southwest Quarter of the Southeast Quarter of said Section 35 to the point of beginning. (Block 102 is vacated by Vacation of Block 102, dated and filed April 28, 1909 in Book 26 at Page 640, Miscellaneous Records, Douglas County, Nebraska.)

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A twenty four (24') wide strip easement for ingress and egress over that part of Lot 1, JOURNAL BROADCAST GROUP, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, easement center line described as follows;

Commencing at a 5/8" rebar with yellow plastic cap stamped LS-561 at the northeast corner of said Lot 1, JOURNAL BROADCAST GROUP.

Thence South 00°00'46" East (assumed bearings) for 18.87 feet on the east line of said Lot 1 to the TRUE POINT OF BEGINNING.

Thence South 89°59'14" West for 26.29 feet;

Thence along a curve to the left (having a radius of 48.28 feet and a long chord bearing South 21°00'43" West for 85.32 feet) for an arc length of 104.63 feet;

Thence along a curve to the right (having a radius of 102.97 feet and a long chord bearing South 17°35'29" east for 50.05 feet) for an arc length of 50.56 feet;

Thence South 00°15'48" East for 54.07 feet;

Thence along a curve to the right (having a radius of 50.24 feet and a long chord bearing South 25°18'00" West for 47.22 feet) for an arc length of 49.16 feet;

Thence South 59°39'34" West for 240.80 feet;

Thence South 68°21'02" West for 33.36 feet;

Thence along a curve to the right (having a radius of 61.38 feet and a long chord bearing North 67°30'30" West for 72.39 feet) for an arc length of 77.42 feet;

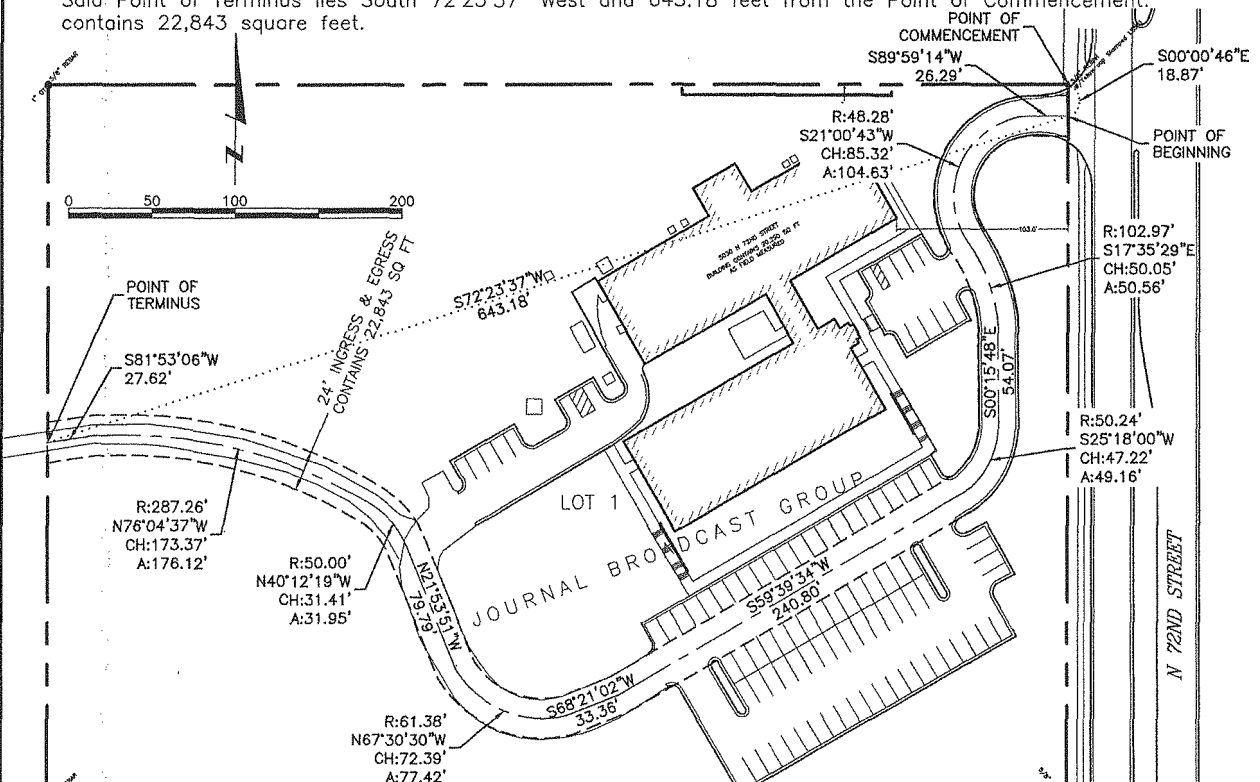
Thence North 21°53'51" West for 79.79 feet;

Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing North 40°12'19" West for 31.41 feet) for an arc length of 31.95 feet;

Thence along a curve to the left (having a radius of 287.26 feet and a long chord bearing North 76°04'37" West for 173.37 feet) for an arc length of 176.12 feet;

Thence South 81°53'06" West for 27.62 feet to the west line of said Lot 1, and the Point of Terminus;

Said Point of Terminus lies South 72°23'37" West and 643.18 feet from the Point of Commencement, contains 22,843 square feet.



**LAMP RYNEARSON
& ASSOCIATES**

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Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

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EXHIBIT C