

BK 1456 PG 111-115



MISC 2002 19190

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECIPROCAL ACCESS AND PARKING EASEMENT

DR. JAMES E. MCCASLIN, DDS ("McCaslin") and ALEGENT HEALTH-IMMANUEL MEDICAL CENTER ("Alegent") hereby agree as follows:

1. **Certain Definitions.** For purposes of this Easement the following terms are defined:
 - (1) "Access Area" shall mean the area within a Lot which is not now or hereafter improved with Buildings including, without limitation, curb cuts to adjacent public streets, access roads, driveways, parking areas, walkways and sidewalks.
 - (2) "Buildings" shall mean any buildings and commercial structures now or hereafter constructed upon the Lots.
 - (3) "Lot 1" shall mean Lot 1, Stonehenge Replat III, an addition to the City of Omaha, Douglas County, Nebraska, as shown on the site plan, attached and incorporated herein as Exhibit "A".
 - (4) "Lot 2" shall mean Lot 2, Stonehenge Replat III, an addition to the City of Omaha, Douglas County, Nebraska, as shown on the site plan, attached and incorporated herein as Exhibit "A".
 - (5) "Owner" shall mean the Person which is the then owner of a Lot.
 - (6) "Lots" shall mean Lots 1 and 2.
 - (7) "Person" shall mean any natural person, corporation, business trust, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.
2. **Current Owners.** McCaslin is the Owner of Lot 1 and Alegent is the Owner of Lot 2.
3. **Alegent Grant of Easement.** Alegent, for itself and all subsequent Owners of Lot 2, hereby grants to McCaslin and all subsequent Owners of Lot 1, and their respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of Lot 1, a non-exclusive, perpetual easement for access, ingress and egress by vehicular and pedestrian traffic over and across the Access Area within Lot 2.
4. **McCaslin Grant of Easement.** McCaslin, for itself and all subsequent Owners of Lot 1, hereby grants to Alegent and all subsequent Owners of Lot 2, and their respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of Lot 2, a non-exclusive, perpetual easement for access,

ingress and egress by vehicular and pedestrian traffic over and across the Access Area within Lot 1.

5. **Maintenance.** The Owner of each Parcel shall maintain the Access Area within its Lot in a safe, clean and tenantable condition and in good order and repair, all at such Owner's cost and expense.

6. **Parking Easement.** Along with the Easement for access, ingress and egress, Owners also grant a non-exclusive perpetual Easement for parking on each of their respective Lots. Owners shall utilize the Parking Easement to provide parking for Owner's respective invitees, patients, customers and employees.

7. **Effect.** The easements granted herein shall be binding upon and inure to the benefit of the Owners of the Lots and shall run with the land.

8. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion or any Lot to the general public, or for the general public or for any public purpose whatsoever.

DATED: Aug. 14, 2002.

ALEGENT HEALTH - IMMANUEL MEDICAL
CENTER

By Charles J. Mark

Title: CEO

DR. JAMES E. MCCASLIN, DDS

By James F. McCaslin DDS
Title: President/Owner

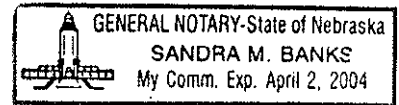
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of August, 2002, before me, a notary public in and for said county and state, personally came Charles J. Mark,
CEO of ALEGENT HEALTH - IMMANUEL MEDICAL
CENTER, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

Sandra M Banks

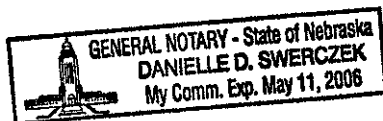
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 16 day of August, 2002, before me, a notary public in and for said county and state, personally came _____, _____ of DR. JAMES E. MCCASLIN, DDS, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.



Danielle D Swerczek

Notary Public

COMMON INGRESS, EGRESS AND PARKING
EASEMENT OVER AND ACROSS THE
EXISTING PAVED AREAS ON LOTS 1 AND 2,
STONEHEDGE REPLAT III, AN ADDITION
TO THE CITY OF OMAHA,
DOUGLAS COUNTY, NEBRASKA

