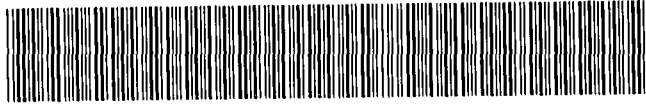


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AUG 15 2012 10:26 P 9

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 4 DFL \_\_\_\_\_ SCAN \_\_\_\_\_ PV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 8/15/2012 10:26:07.42



2012080367

(The above space for use of Register of Deeds.)

Upon recording, return to:  
 Jason B. Brinkley  
 Baird Holm LLP  
 1500 Woodmen Tower  
 1700 Farnam Street  
 Omaha, NE 68102

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 14 day of August, 2012, by and among ST. JOSEPH HIGHRISE LIMITED LIABILITY COMPANY, a Nebraska limited liability company ("Highrise LLC"), ST. JOSEPH HIGHRISE ASSOCIATION, INC., a Nebraska non-profit corporation (the "Association" and together with Highrise LLC, sometimes referred to hereinafter collectively as "Highrise") and GRACE UNIVERSITY, a Nebraska nonprofit corporation ("Grace").

#### RECITALS:

WHEREAS, Highrise, LLC, was the fee simple owner of certain real estate legally described as Lot 1, in SAINT JOSEPH TERRACE, an addition to the City of Omaha in Douglas County, Nebraska (the "Original Highrise Lot"), and by a Master Deed and Declaration of Covenants, Conditions, Restrictions and Reservations of Easements ("Master Deed") submitted the Original Highrise Lot and the improvements thereon to the St. Joseph Highrise Condominium Property Regime ("Condominium Regime"), consisting of Units 1 and 2, and the common elements, all as defined in the Master Deed dated August 14, 1998 and recorded on October 19, 1998 in Book 2104 at Page 216 of the Deed Records of Douglas County, Nebraska, and amended by a First Amendment to the Master Deed dated June 1, 1999 and recorded on July 13, 1999 in Book 1300 at Page 150 of the Deed Records of Douglas County, Nebraska, and as a result of such Condominium Regime, the Association is the manager of, and has the authority over, the common elements located on the Original Highrise Lot, which include the easement areas which are the subject matter of this Agreement, and the Highrise, LLC, is the Declarant and has authority to enter into all other easements, including those that are the subject matter of this Agreement. Following conversion to the Condominium Regime, the Original Highrise Lot is now described as Common elements appurtenant to Units 1 and 2, St. Joseph High Rise Condominium Property Regime, a condominium regime organized under the laws of the State of Nebraska, in the City of Omaha, Douglas County, Nebraska, pursuant to Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated August 14, 1998 and recorded October 19, 1998, in Book 2104 at Page 216 of the Deed Records of Douglas County, Nebraska, as amended by the First Amendment to the Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated June 1, 1999, and recorded on July 13, 1999, in Book 1300 at Page 150 of the Miscellaneous Records of Douglas County,

260599 + chg

C

Nebraska, and includes as common elements within the Condominium Regime, all areas subject to easements granted by Highrise in this Agreement and is hereinafter referred to collectively as "Highrise's Lot"; and

WHEREAS, Grace is the fee simple owner of certain real estate legally described as Lots 1 and 2 SAINT JOSEPH TERRACE REPLAT 1, an addition to the City of Omaha in Douglas County, Nebraska ("Grace's Lot"); and

WHEREAS, Highrise and Grace desire to establish a perpetual non-exclusive parking easement over 13 existing parking spaces situated on the Grace's Lot in favor of Highrise in the northwest portion of Grace's Lot situated in the location set forth on Exhibit "A" attached hereto (the "Highrise Parking Area"); and

WHEREAS, Highrise and Grace desire to establish a perpetual non-exclusive easement for ingress and egress in favor of Highrise through existing roadways on the Grace's Lot to allow Highrise to access the Highrise Parking Area in the location set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Highrise Parking Access Area"); and

WHEREAS, Highrise and Grace desire to establish reciprocal, perpetual, non-exclusive, vehicular and pedestrian ingress and egress easements over a portion of Highrise's Lot and over a portion of Grace's Lot within the area set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Access Easement Area") for the benefit of the from time to time fee owners of the Highrise's Lot and the Grace's Lot; and each portion thereof, and

WHEREAS, Highrise and Grace desire to establish a perpetual non-exclusive easement in favor of Grace so that Grace can access install, replace and maintain its monument sign on a portion of Highrise's Lot in the location set forth on Exhibit "C" attached hereto and incorporated herein by this reference (the "Sign Easement Area"); and

WHEREAS, Highrise and Grace have agreed to execute this Agreement to establish their rights and obligations with respect to the easements created hereby.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all of Highrise and Grace, the parties hereto agree as follows:

1. Grant of Access Easements.

a. Grace hereby (i) reserves to itself and its successors in title to Grace's Lot, and each portion thereof, all right, title and interest in and to the Highrise Parking Area and the Highrise Parking Access Area which are not in inconsistent with or in conflict with the non-exclusive easement rights granted to Highrise herein, and (ii) grants and conveys to Highrise, as their respective interests may appear, and their respective successors in title to the Highrise's Lot, or any portion thereof, and their respective employees, agents, contractors, tenants, occupants, invitees and licensees, a non-exclusive perpetual easement for parking of up to 13 vehicles solely in connection with their use and occupancy of the Highrise's Lot, in the location designated as the Highrise Parking Area, and vehicular ingress and egress thereto over and through the existing roadway within the Highrise Parking Access Area, each as set forth on Exhibit A attached hereto and incorporated herein by this reference.

b. Highrise hereby (i) reserves to themselves, as their interests may appear, and to

their successors in title to Highrise's Lot all right, title and interest in and to the portion of the Access Easement Area situated within the Highrise's Lot which is not inconsistent with or in conflict with the non-exclusive easement rights granted to Grace herein and (ii) grants and conveys to Grace and its successors in title to Grace's Lot, and each portion thereof, and their respective employees, agents, contractors, tenants, occupants, invitees and licensees, a non-exclusive, perpetual easement for vehicular and pedestrian ingress, egress and access to and from Grace's Lot over that portion of the Access Easement Area, which is set forth on Exhibit B attached hereto and incorporated therein by this reference, which is situated on the Highrise's Lot.

c. Grace hereby (i) reserves to itself and its successors in title to Grace's Lot, and each portion thereof, all right, title and interest in and to that portion of the Access Easement Area which is situated within the Grace's Lot which is not in conflict with the non-exclusive easement rights granted to Highrise herein and (ii) grants and conveys to Highrise and their respective successors in title to Highrise's Lot, and each portion thereof, and their respective employees, agents, contractors, tenants, occupants, invitees and licensees, a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress and access to and from the Highrise's Parking Area and Highrise's Lot over that portion of the Access Easement Area which is situated on the Grace's Lot. The access easements described in paragraphs 1.b and 1.c of this Agreement are reciprocal easements to Highrise and Grace, and their respective successors in title to the Grace's Lot and the Highrise Lot, and each portion of such Lot.

d. Grace, or the then current fee title owner of Lot 2 of Grace's Lot, shall maintain and repair the Access Easement Area and the Highrise Parking Area and keep it in good and usable condition, reasonably free and clear of ice and snow, and free of material obstructions. Furthermore, Grace shall maintain commercial general liability against claims for personal injury, death or property damage occurring upon that portion of the Access Easement Area situated within the Grace's Lot and the Highrise Parking Area in an amount determined by Grace, or the then current fee title owner of Lot 2 of Grace's Lot, in its reasonable discretion, from time to time.

e. None of Highrise, or either of them, nor Grace shall obstruct, impede, or unreasonably interfere with the pedestrian and vehicular ingress and egress through existing roadways within the Access Easement Area for the purposes of ingress and egress to and from Highrise's Parking Area, Highrise's Lot and the Grace's Lot., Further, in connection with its use of the Access Easement Area, the Highrise Parking Access Area and the Highrise Parking Area for the purposes granted in this Agreement, each of Highrise (and each of them) and Grace agrees not to obstruct, impede, or unreasonably interfere with the use and occupancy of the remainder of the Lot of the other party hereto. There shall be no material redesign, alteration or modification of the Access Easement Area, or the Highrise Parking Area which would have a material adverse affect on the ingress, egress and parking rights granted hereby without the prior written approval of Highrise and Grace's, which approval shall not be unreasonably withheld, conditioned or delayed.

## 2. Grant of Sign Easement.

a. Highrise hereby grants and conveys to Grace and its successors in title to Grace's Lot, and each portion thereof, (a) a non-exclusive, perpetual easement to operate, maintain, repair and replace the existing monument sign (the "Sign Easement") within the Sign Easement Area which is set forth on Exhibit C and is incorporated herein by this reference. Grace shall have the right to advertise and identify the from time to time owners and occupants of Grace's Lot on such monument sign (the "Monument Sign") and (b) the right to enter upon, remain and pass on, over and across the Sign Easement Area for the purpose of exercising Grace's rights granted herein. Grace shall not enlarge the size of the Monument Sign which

now exists without the prior written consent of the Highrise, or its successors in title, which consent shall not unreasonably be withheld, conditioned or delayed.

b. Highrise reserves the right to erect other signs on Highrise's Lot in locations other than in the Sign Easement Area; provided, however, that such signs shall not obstruct, interfere with, diminish, or in any way impair or reduce the effectiveness of the visibility of the Monument Sign, as such Monument Sign may now exist or may exist in the future.

c. Grace hereby agrees to maintain the Monument Sign in good repair and condition at all times and in compliance with all applicable laws, regulations, ordinances and codes.

3. Binding Effect. The easements granted herein, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors in title, including, without limitation, all subsequent owners of the Highrise's Lot, and each portion thereof, including Highrise Condominium unit owners, and all subsequent owners of Grace's Lot, and each portion thereof. Upon any sale of Highrise's Lot or Grace's Lot, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.

4. Enforcement. The provisions of this Easement may be enforced by an action for injunctive relief, as well as by all other available remedies at law or in equity. No breach of any provision of this Agreement by any party shall give the other party the right to cancel, rescind or otherwise terminate this Agreement, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

5. Termination of Easement. The easements granted hereby may only be terminated by a written instrument executed by all of the then fee simple owners of Grace's Lot and Highrise's Lot and shall not terminate in the event of common ownership of Grace's Lot and Highrise's Lot.

6. Miscellaneous. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. Further, Highrise, and each of them, agrees that this Agreement sets forth all of its right, title and interest in and to Grace's Lot, and each and every portion thereof, and Highrise, and each of them, hereby waive, release, remise and forever quitclaim onto Grace all right title and interest in and to Grace's Lot, and each and every portion thereof, other than the easement rights specifically granted to Highrise in this Agreement. This Agreement shall be construed and governed by the laws of the State of Nebraska. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof. The Recitals provisions of this Agreement are incorporated herein by this reference.

**[Remainder of page intentionally blank]**

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

**HIGHRISE:**

ST. JOSEPH HIGHRISE LIMITED LIABILITY COMPANY, a Nebraska limited liability company

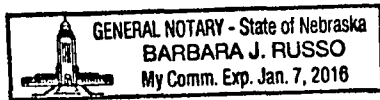
By: James B O'Brien  
Name: James B O'Brien  
Its: Managing Partner

ST. JOSEPH HIGHRISE ASSOCIATION, INC., a Nebraska non-profit corporation

By: James B O'Brien  
Name: James B O'Brien  
Its: Managing Partner

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

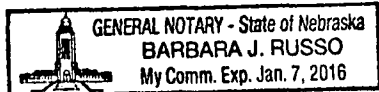
Before me this 9 day of August, 2012, appeared James B. O'Brien the Managing Partner of St. Joseph Highrise Limited Liability Company, a Nebraska limited liability company, to me known, who being by me duly sworn, did say that this instrument was signed on behalf of said company, with the authorization of its members and managers and said person acknowledged this instrument to be the free act and deed of the company.



Barbara J. Russo  
Notary Public

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 9 day of August, 2012, by James B. O'Brien, the Managing Partner of St. Joseph Highrise Association, Inc., a Nebraska non-profit corporation, to me known, who being by me duly sworn, did say that this instrument was signed on behalf of said corporation, with the authorization of its board of directors and members and said person acknowledged this instrument to be the free act and deed of the corporation.



Barbara J. Russo  
Notary Public

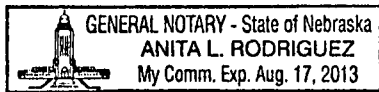
GRACE:

GRACE UNIVERSITY, a Nebraska nonprofit corporation

By: David Barnes  
Name: David Barnes  
Its: President

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

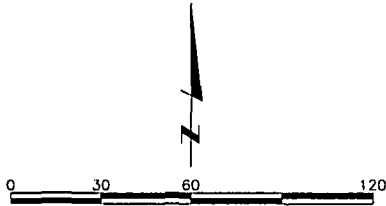
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2012, by David Barnes, the President of GRACE UNIVERSITY, a Nebraska nonprofit corporation, to me known, who being by me duly sworn, did say that this instrument was signed on behalf of said corporation, with the authorization of its board of directors and members and said person acknowledged this instrument to be the free act and deed of the corporation.



Anita L. Rodriguez  
Notary Public

# RECIPROCAL PARKING EASEMENT EXHIBIT A

*DORCAS ST*



## LEGEND

- EASEMENT LINE
- PROPERTY LINE
- BUILDING
- EASEMENT

Access Easement to  
Highrise Parking Area

13 Stall  
Parking  
Easement

Edge of  
Pavement

Brick/  
Concrete  
Sidewalk

Lot 1

Lot 2

SAINT JOSEPH TERRACE REPE



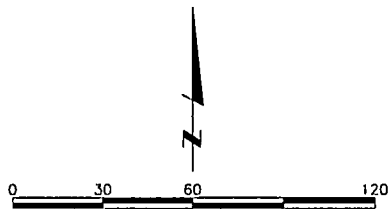
**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P  
Omaha, Nebraska 68154-2027 402.496.2730 | F  
[www.LRA-Inc.com](http://www.LRA-Inc.com)

drawn by EAM	designed by	reviewed by WRH	project - task number 0111100.01-415	date 8-1-2012	book and page	revisions
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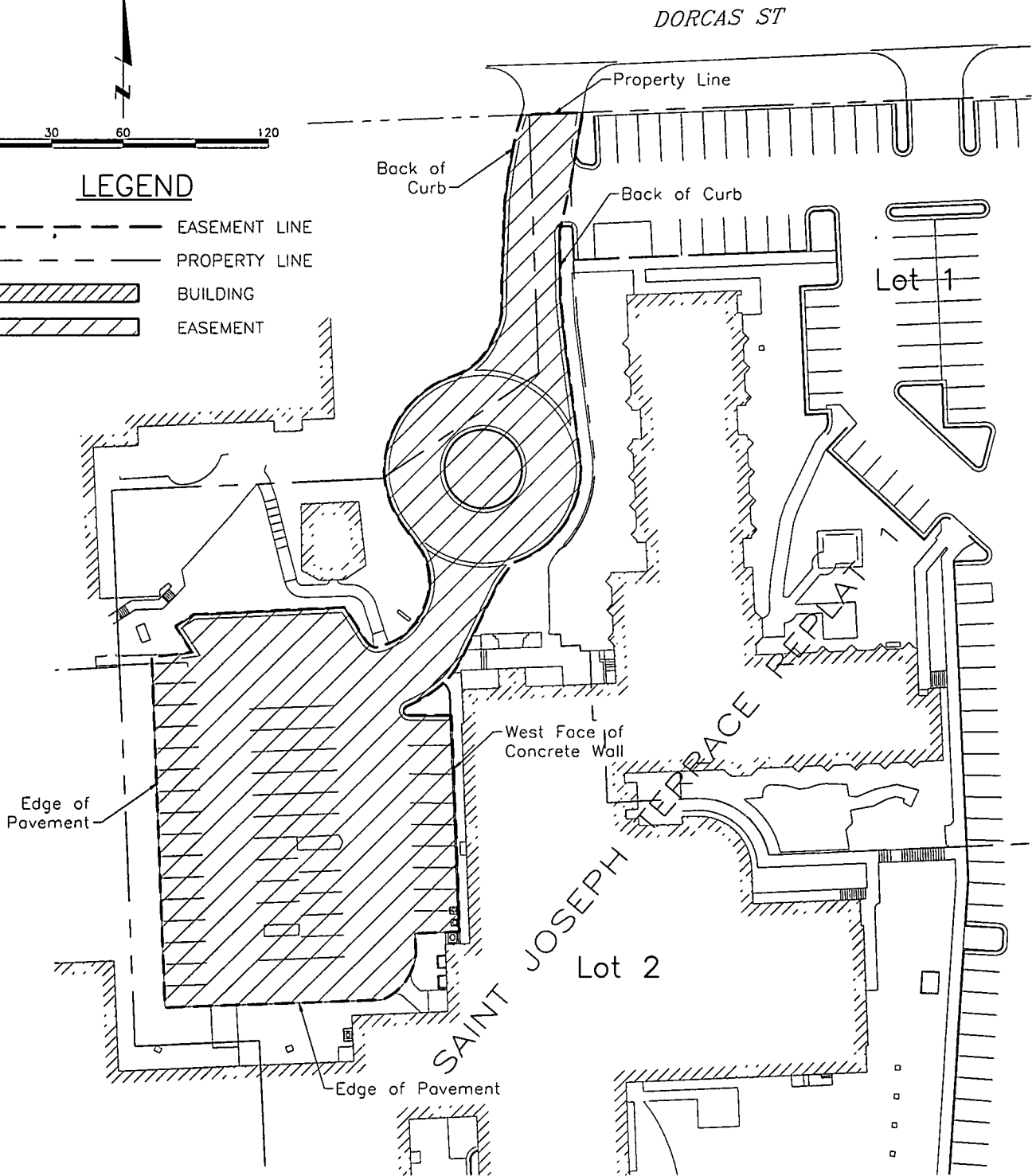
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# INGRESS EGRESS EASEMENT EXHIBIT B



## LEGEND

- EASEMENT LINE
- PROPERTY LINE
- BUILDING
- EASEMENT



**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P  
Omaha, Nebraska 68154-2027 402.496.2730 | F  
www.LRA-Inc.com

drawn by	designed by	reviewed by	project - task number	date	book and page	revisions
EAM		WRH	0111100.01-415	8-1-2012		

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# SIGN EASEMENT EXHIBIT C

## LEGAL DESCRIPTION

A permanent easement over that part of common elements appurtenant to Units 1 and 2, St. Joseph High Rise Condominium Property Regime, a condominium regime organized under the laws of the State of Nebraska, in the city of Omaha, Douglas County, Nebraska, pursuant to Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated August 14, 1998, and recorded October 19, 1998, at book 2104, page 216 of the Deed Records of Douglas County, Nebraska and as amended by First Amendment to the Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated June 1, 1999, filed July 13, 1999, at book 1300, page 150, of the Miscellaneous Records of Douglas County, Nebraska. ALSO KNOWN AS, Lot 1, SAINT JOSEPH TERRACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows;

Beginning at the northeast corner of said Lot 1;

Thence South 02°10'33" East (bearings referenced to the Nebraska State Plane Coordinate System, NAD83) for 29.62 feet along the east line of said Lot 1;



Thence South 87°48'23" West for 29.11 feet;

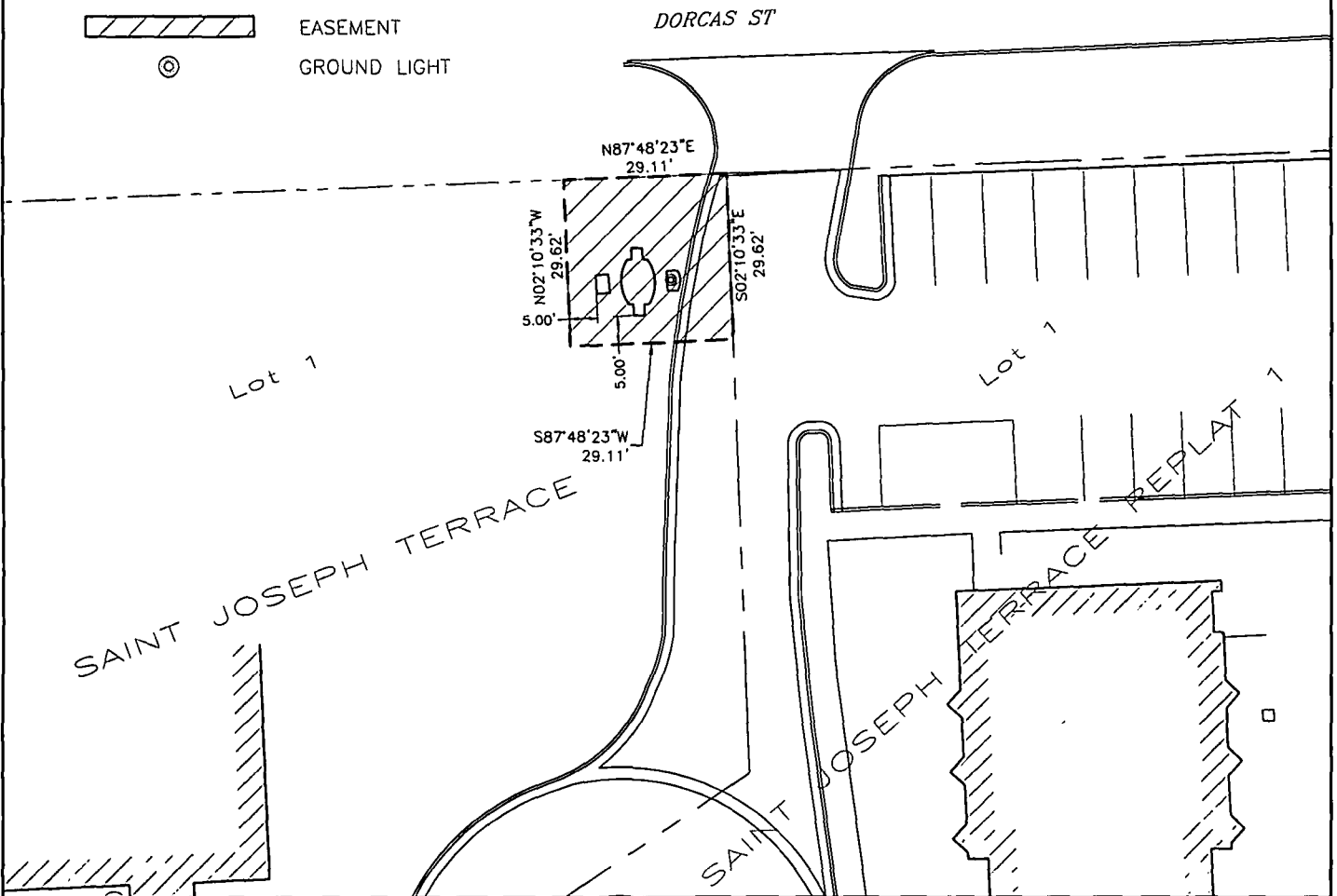
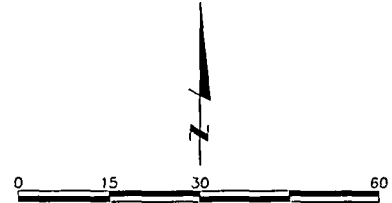
Thence North 02°10'33" West for 29.62 feet to the north line of said Lot 1;

Thence North 87°48'23" East for 29.11 feet to the Point of Beginning.

Contains 862 square feet.

## LEGEND

- EASEMENT LINE
- PROPERTY LINE
-  BUILDING
-  EASEMENT
- ⊙ GROUND LIGHT



**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P  
 Omaha, Nebraska 68154-2027 402.496.2730 | F  
 www.LRA-Inc.com

drawn by SGT	designed by WRH	reviewed by WRH	project - task number 0111100	date 5-11-12	book and page	revisions
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