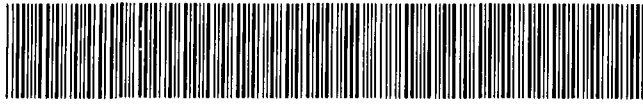




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PREPARED BY AND UPON
RECORDING RETURN TO:
ELIZABETH JENSEN, ESQ.
KUTAK ROCK LLP
1650 FARNAM STREET
OMAHA, NE 68102 2186

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/8/2014 13:29:26.87



2014001674

FIBER OPTICS EASEMENT AGREEMENT

By and Between

BLUE CROSS AND BLUE SHIELD OF NEBRASKA, as grantor

and

ALEGENT-CREIGHTON HEALTH, as grantee

Dated December 4, 2013

✓ 1169530

FIBER OPTICS EASEMENT AGREEMENT

THIS FIBER OPTICS EASEMENT AGREEMENT (this "Agreement") is made this 4th day of December, 2013 by and between **BLUE CROSS AND BLUE SHIELD OF NEBRASKA**, a Nebraska nonprofit mutual insurance company ("Grantor") and **ALEGENT-CREIGHTON HEALTH**, a Nebraska nonprofit corporation ("Grantee").

PRELIMINARY STATEMENTS

Grantor is the fee simple owner of the real property legally described in Exhibit "A" attached hereto (the "Grantor Property"). Grantee is the fee simple owner of the real property legally described in Exhibit "B" attached hereto (the "Grantee Property"). Grantor desires to grant to Grantee for the benefit of the Grantee Property a perpetual fiber optics easements (the "Easement"), subject to the terms and conditions set forth herein.

AGREEMENT

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

1. **Grant of Easement.** Subject to matters of record, Grantor hereby grants and conveys unto Grantee and its successors and assigns a perpetual, non-exclusive easement for the purpose of installing, operating, repairing, removing and maintaining fiber optics transmissions lines and related facilities (collectively, the "Fiber Optic Lines") below that portion of the Grantor Property depicted in Exhibit "C" attached hereto (the "Easement Area"). Grantee shall use reasonable efforts not to interfere with Grantor's business operations while utilizing the Easement.

2. **Fiber Optic Lines and Restoration of Easement Area.** Notwithstanding anything to the contrary set forth herein, the Easement Area may be used by Grantor for any lawful purpose that does not interfere with the rights of Grantee hereunder, including, but not limited to, paving, curbing, landscaping and constructing, operating and maintaining permanent improvements. The Fiber Optic Lines placed or currently located within the Easement Area pursuant to this Agreement shall be the property of the Grantee and the Grantee shall be responsible for the maintenance, repair, removal and replacement of the Fiber Optic Lines. Grantee shall, at its sole cost and expense, install, operate, repair, remove and maintain the Fiber Optic Lines in good condition and repair. Grantee agrees to use due care in exercising any of the rights granted pursuant to this Easement and in the installation, operation, repair, removal and maintenance of the Fiber Optic Lines so as not to unreasonably disturb Grantor's use of the Grantor Property. Grantee agrees to return the Easement Area to the condition which existed prior to the installation, repair, removal or maintenance of the Fiber Optic Lines, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such installation, repair, removal or maintenance.

3. **Grantee's Removal of certain Lines.** Grantee hereby agrees to clip the existing Fiber Optics Lines from the two hand holes located in the Omaha Tower Garage on the Grantor Property and remove the clipped Fiber Optics Lines from the hand holes to the patch panel located in the Omaha Tower on the Grantor Property (the "Removal Work"). Upon completion of the Removal Work, Grantee shall provide Grantor with a certificate from Grantee's contractor or engineer confirming that the Removal Work has been completed and that such existing lines have been separated from the Omaha Tower.

4. **Compliance.** Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for the installation, operation, repair, removal and maintenance of the Fiber Optic Lines from time to time pursuant to this Agreement. In exercising its rights, privileges and obligations hereunder, Grantee shall comply, and shall cause its contractors, employees or agents to comply, with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances.

5. **Indemnity.** Grantee agrees to protect, indemnify, defend and save harmless Grantor and its owners, agents and invitees from and against any and all losses, liabilities, claims, causes of action, injuries, business disruption, liens, costs, damages, expenses and costs, including, without limitation, attorneys' fees, occasioned by, or arising from the Fiber Optic Lines and/or from Grantee's exercise of any rights under this Agreement, except for claims arising from Grantor's negligence or willful misconduct.

6. **Binding Upon Property.** Except as otherwise provided herein, the Easement and the rights and obligations created pursuant to the terms of this Agreement shall continue in full force and effect so long as the Easement is used by Grantee, its successors and assigns and shall run with and be binding upon the Easement Area, including future subdivisions and/or reconfigurations of such property, and shall be binding on all entities having or acquiring any right, title or interest in such property and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof. Notwithstanding the foregoing, Grantor shall have the right, at its sole option and expense, upon prior written notice to Grantee, to relocate the Easement Area and the Fiber Optic Lines upon the Grantor Property.

7. **Notice.** All notices, requests, demands and other communications required or permitted under this Agreement must be in writing and will be deemed to have been delivered, received and effective: (i) on the date of service, if served by hand delivery or by facsimile on the party to whom notice is to be given; or (ii) on receipt or first attempted delivery after deposit of the notice properly addressed to the party at the address shown below, if sent by overnight Federal Express or equivalent overnight delivery; or (iii) on receipt or first attempted delivery after deposit of the notice properly addressed, if sent by U.S. certified mail, return receipt requested. The addresses, telephone numbers, and facsimile numbers shown below are the places and numbers for delivery of all notices. Each party may change the place or number for delivery of notice by notifying the other party.

If to Grantee: Alegent-Creighton Health

 Legal Services
 Alegent Creighton Health
 McAuley Center
 12809 West Dodge Road
 Omaha, NE 68154

If to Grantor: Blue Cross and Blue Shield of Nebraska

 1919 Aksarben Drive
 P.O. Box 3248
 Omaha, NE 68180-0001
 Attention: James Hempel, Esq.
 Phone: 402.982.8626

8. **No Further Dedication.** No portion of the Grantor Property shall be deemed a gift or dedication to the general public, or for any public use, or purpose whatsoever and no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

9. **Title.** Grantor confirms with the Grantee and its assigns that the Grantor is seized in fee of the Easement Area and that it has the right to grant and convey the Easement and rights granted herein, and that it will warrant and defend such Easement and rights to the Grantee and its assigns against the lawful claims and demands of all persons claiming by, through and under Grantor.

10. **Counterparts.** This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

BLUE CROSS AND BLUE SHIELD OF NEBRASKA, a Nebraska nonprofit mutual insurance company

By David M Anderson
Its VP of Finance
Printed Name David M Anderson

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 4th day of December, 2013, by David Anderson, VP of Finance of Blue Cross and Blue Shield of Nebraska, a Nebraska nonprofit mutual insurance company, on behalf the nonprofit mutual insurance company.



Notary Public Steven Ruppert

My Commission Expires: 3/23/16

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

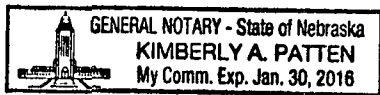
GRANTEE:

ALEGENT CREIGHTON HEALTH, a Nebraska nonprofit corporation

By James V Burgart
Its RCIO
Printed Name James V Burgart

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 16 day of December 2013, by James V. Burgart RCIO of Alegent-Creighton Health, a Nebraska nonprofit corporation on behalf of the nonprofit corporation.



Notary Public Kimberly A Patten

My Commission Expires: 1/30/16

EXHIBIT A

01-60000

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter of Section 26; thence South 00° 00' 00" West (assumed bearing), along the East line of said Southeast Quarter of Section 26, a distance of 485.00 feet; thence South 90° 00' 00" West, a distance of 122.31 feet, to the point of intersection of the South right-of-way line of Cedar Street and the Westerly right-of-way line of 72nd Street, said point also being the Point of Beginning; thence Southerly, along said Westerly right-of-way line of 72nd Street, on the following described courses; thence South 02° 58' 52" West, a distance of 85.00 feet; thence North 90° 00' 00" East, a distance of 43.00 feet; thence South 02° 58' 52" West, a distance of 149.68 feet; thence Southerly, on a curve to the right with a radius of 1,216.50 feet, a distance of 256.51 feet, said curve having a long chord which bears South 09° 01' 04" West, a distance of 256.03 feet; thence Southerly, on a curve to the right with a radius of 472.91 feet, a distance of 64.23 feet, said curve having a long chord which bears South 18° 56' 55" West, for 64.18 feet; thence South 22° 50' 23" West, a distance of 36.61 feet; thence Southerly, on a curve to the left with a radius of 308.58 feet, a distance of 62.22 feet, said curve having a long chord which bears South 17° 03' 50" West, a distance of 62.11 feet; thence South 11° 17' 16" West, a distance of 78.81 feet; thence Southerly, on a curve to the right with a radius of 42.05 feet, a distance of 53.57 feet, said curve having a long chord which bears South 47° 46' 45" West, a distance of 50.02 feet, to the point of intersection of said Westerly right-of-way line of 72nd Street and the Northerly right-of-way line of Mercy Road; thence Westerly, along said Northerly right-of-way line of Mercy Road, on a curve to the right with a radius of 662.22 feet, a distance of 66.97 feet, said curve having a long chord which bears South 87° 11' 38" West, a distance of 66.94 feet; thence North 89° 54' 32" West, along said Northerly right-of-way line of Mercy Road, a distance of 113.74 feet; thence North 00° 00' 00" East, a distance of 415.87 feet; thence South 90° 00' 00" West, a distance of 173.00 feet, to a point on the Easterly right-of-way line of 73rd Street; thence North 00° 00' 00" East, along said Easterly right-of-way line of said 73rd Street, a distance of 53.94 feet; thence Northerly, along said Easterly right-of-way line of 73rd Street, on a curve to the right with a radius of 175.00 feet, a distance of 78.16 feet, said curve having a long chord which bears North 12° 47' 40" East, a distance of 77.51 feet; thence North 25° 35' 19" East, along said Easterly right-of-way line of 73rd Street, a distance of 133.66 feet; thence South 00° 00' 00" West, a distance of 120.91 feet; thence North 90° 00' 00" East, a distance of 200.00 feet; thence North 00° 00' 00" East, a distance of 210.00 feet, to a point on said South right-of-way line of Cedar Street; thence North 90° 00' 00" East, along said South right-of-way line of Cedar Street, a distance of 193.79 feet, to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

PARCEL 1: All of Lot 6, part of Lot 7 and part of Lot 11, in CENTER STREET PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows:

Beginning at the Southerly most corner of said Lot 11; thence South 58°00'13" West (assumed bearing), on the Southeasterly line of said Lot 6, a distance of 125.00 feet, to a point of curvature; thence Southwesterly, on a 369.89 foot radius curve to the left, a distance of 51.59 feet, to a point of reverse curve; thence Northwesterly, on a 30.00 foot radius curve to the right, a distance of 53.03 feet; thence continuing Northwesterly, on a 150.00 foot radius curve to the right, a distance of 75.48 feet, to a point of tangency; thence North 00°08'10" East, on the West line of said Lots 6 and 7, a distance of 166.12 feet; thence South 89°51'50" East, on a line 189.92 feet South of and parallel to the North line of said Lot 7, a distance of 146.28 feet, to a point on the Northwesterly line of said Lot 11; thence continuing South 89°51'50" East (South 89°59'50" East record bearing), a distance of 8.72 feet; thence South 00°08'10" West, on a line 155.00 feet East of and parallel to the West line of said Lots 6 and 7, a distance of 59.76 feet, to a point on the Southwesterly line of said Lot 11; thence South 31°59'29" East, a distance of 106.63 feet, to the Point of Beginning;

EXCEPT that part of said Lot 6 being more particularly described as follows:

Beginning at the point of curvature of a 30.00 foot radius curve, the arc of said curve 53.03 feet; thence North 79°20'37" West, along the chord of said curve, a distance of 46.39 feet, to a point of tangency; thence South 85°44'45" East, a distance of 21.49 feet; thence South 73°52'29" East, a distance of 25.48 feet, to the Point of Beginning;

TOGETHER WITH,

A tract of land including Lots 8 and 9 and a part of Lot 7 and a part of Lot 10, all located in CENTER STREET PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows:

Beginning at the Northwest corner of said Lot 8; thence South 89°53'54" East (assumed bearing), along the North line of said Lot 8, a distance of 167.11 feet; thence South 83°29'18" East, along the North lines of Lots 8 and 9, a distance of 70.94 feet; thence East, along the North line of Lot 9, a distance of 40.30 feet, to a point of curvature; thence Southeasterly, along the Easterly line of Lot 9, on a 70.00 foot radius curve to the right, a distance of 102.66 feet; thence Southeasterly, along the Easterly line of Lot 9, on a 949.47 foot radius curve to the left, a distance of 97.18 feet; thence South 11°45'17" East, along the Easterly lines of Lots 9 and 10, a distance of 92.69 feet; thence Southerly, along the Easterly line of said Lot 10, along a 270.00 foot radius curve to the right, a distance of 77.11 feet; thence North 89°51'50" West, along a line 93.15 feet South of and parallel to the North line of said Lot 7, a distance of 390.92 feet; thence North 00°08'10" East, along the West line of said Lots 7 and 8, a distance of 333.15 feet, to the Point of Beginning;

AND, TOGETHER WITH,

That part of Lot 7, in CENTER STREET PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of said Lot 7; thence South 00°08'10" West (assumed bearing), along the West line of said Lot 7, a distance of 93.15 feet, to the Point of Beginning; thence South 89°51'50" East, along a line 93.15 feet South of and parallel to the North line of said Lot 7, a distance of 155.00 feet; thence South 00°08'10" West, along a line 155.00 feet East of and parallel to the West line of said Lot 7, a distance of 82.77 feet, to a point on the Southeasterly line of said Lot 7; thence South 32°03'06" West, along the Southeasterly line of said Lot 7, a distance of 16.50 feet; thence North 89°51'50" West, along a line 189.92 feet South of and parallel to the North line of said Lot 7, a distance of 146.28 feet; thence North 00°08'10" East, along the West line of said Lot 7, a distance of 96.77 feet, to the Point of Beginning;

AND, TOGETHER WITH,

That part of Lot 11, in CENTER STREET PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows:

Commencing at the Westerly most corner of said Lot 11; thence North 32°03'06" East (assumed bearing), along the Northwesterly line of said Lot 11, a distance of 27.14 feet, to the Point of Beginning; thence continuing North 32°03'06" East, a distance of 16.50 feet; thence South 00°08'10" West, a distance of 14.00 feet; thence North 89°51'50" West, a distance of 8.72 feet, to the Point of Beginning;

AND, TOGETHER WITH,

Part of Lots 7, 10 and 11, in CENTER STREET PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southerly most corner of said Lot 11; thence North 31°59'29" West (assumed bearing), along the Southwesterly line of said Lot 11, a distance of 106.63 feet; thence North 00°08'10" East, along a line 155.00 feet East of and parallel to the West line of Lot 7 in said Addition, a distance of 156.53 feet; thence South 89°51'50" East, along a line 93.15 feet South of and parallel to the North line of said Lot 7, a distance of 235.92 feet; thence Southwesterly, along the Easterly line of said Lots 10 and 11, on a 270.00 foot radius curve to the right, a distance of 257.46 feet, to a point of tangency; thence South 58°00'31" West, a distance of 62.86 feet, to the Point of Beginning;

AND, TOGETHER WITH,

That part of vacated Arbor Circle East of 73rd Street for approximately 270+/- feet, to the cul-de-sac abutted by Lots 6 and 11, Center Street Plaza, as vacated by Ordinance No. 31257 of the City of Omaha, Nebraska, passed June 9, 1987 and recorded June 25, 1987, in Book 818 at Page 667 of the Miscellaneous Records of Douglas County, Nebraska;

AND, TOGETHER WITH,

Those portions of vacated Mercy Frontage Road (South), 72nd Avenue and 72nd Street as vacated by Ordinance No. 31047 of the City of Omaha, Nebraska, passed August 12, 1986 and recorded August 28, 1986, in Book 787 at Page 201 of the Miscellaneous Records of Douglas County, Nebraska, more particularly described as follows:

Beginning at the original (Northwest) corner of Lot 8; thence South 89°53'54" (East), along the North line of original Lot 8, a distance of 73.0 feet, more or less, to a point on a non-radial curve, said point being on the existing back of a curb; thence North and East, along a 66.37 foot radius curve to the right, and along said existing back of curb, an arc distance of 55.49 feet, to a point; thence North 89°31'37" East, and continuing along said existing back of curb, a distance of 154.85 feet, to a point of curvature; thence South and East, along a 97.0 foot radius curve to the right, and along existing back of curb, an arc distance of 85.30 feet, to a point 57.0 feet North of the North face of the main floor of existing Blue Cross/Blue Shield building; thence South 89°51'50" East,

along a line 57.0 feet North and parallel to the North face of the main floor of said existing Blue Cross/Blue Shield building, a distance of 93.41 feet, to a point 157.0 feet East of the Northeast corner of the main floor of existing Blue Cross/Blue Shield building; thence South 00°08'10" West, along a line 157.0 feet East of the Northeast corner of the main floor of said Blue Cross/Blue Shield building, a distance of 248.95 feet, to a point 1.0 feet back of an existing walk on 72nd Street right-of-way; thence South 14°29'40" West, along a line 1.0 feet Northwesterly of said existing walk on 72nd Street right-of-way, a distance of 70.76 feet, to a point; thence North 89°51'50" West, a distance of 18.75 feet, to a point on a non-radial curve, said point also being at

the back of existing curb of 72nd Avenue; thence South and West, along a 295.0 foot radius curve, and along said back of existing curb, an arc distance of 254.18 feet, to a point; thence North 37°31'27" West, and radial to said curve, a distance of 25.0 feet, to a point on a curve; thence North and East, along a 270.0 foot radius curve to the left, an arc distance of 308.52 feet, to a point of tangency; thence North 11°45'17" West, a distance of 92.69 feet, to a point of curvature; thence North and West, along a 949.47 foot radius curve to the right, an arc length of 97.18 feet, to a point of reverse curvature; thence North and West, along a 70.0 foot radius curve to the left, an arc distance of 102.66 feet, to a point of tangency; thence South 90°00'00" West, a distance of 40.30 feet; thence North 83°29'18" West, a distance of 0.90 feet; thence North 89°53'54" West, a distance of 113.70 feet, to a point; thence South 00°00'00" West, a distance of 3.58 feet, to a point of curvature; thence South and West along a 42.0 foot radius curve to the left, an arc distance of 43.40 feet, to a point of reverse curvature; thence South and West, along an 83.0 foot radius curve to the right, an arc distance of 85.76 feet, to a point of tangency; thence South 90°00'00" West, a distance of 10.54 feet; thence South 46°03'39" West, a distance of 8.40 feet, to a point on the West line of Lot 8; thence North 00°08'10" East, along the West line of said Lot 8, a distance of 78.32 feet, to the Point of Beginning.

PARCEL 2: A tract of land in the North Half of the Southeast Quarter (N½ SE¼) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of Section 26, Township 15 North, Range 12 East; thence on an assumed bearing along the South line of said North Half, North 89°54'40" West, 641.03 feet; thence North 00°04'34" East, 33.0 feet, to the true Point of Beginning, said point being on the North property line of Mercy Road and the West property line of 73rd Street; thence North 89°54'40" West, along the North line of Mercy Road, 378.83 feet; thence North 00°10'03" East, 245.92 feet (245.70 feet platted), to the South line of Dorcas Street; thence South 89°53'16" East, along said South line of Dorcas Street, 378.45 feet (378.37 feet platted), to the West line of 73rd Street; thence South 00°04'34" West, along said West line of 73rd Street, 245.76 feet (245.70 feet platted), to the true Point of Beginning;

EXCEPT that part thereof more particularly described as follows:

Referring to the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 26; thence North 87°42'49" East (assumed bearing), on the South line of said Northeast Quarter of the Southeast Quarter, a distance of 472.50 feet; thence North 02°14'12" West, perpendicular to the North right-of-way line of Mercy Road, a distance of 33.17 feet, to a point on the North right-of-way line of Mercy Road and the Point of Beginning; thence North 02°14'12" West, perpendicular to the North right-of-way line of Mercy Road, a distance of 2.12 feet; thence North 87°45'48" East, parallel with said North right-of-way line of Mercy Road, a distance of 48.13 feet; thence North 02°14'12" West, perpendicular to said North right-of-way line of Mercy Road, a distance of 4.0 feet; thence North 87°45'48" East, parallel with said North right-of-way line of Mercy Road, a distance of 8 feet; thence South 02°14'12" East, for a distance of 4.00 feet; thence North 87°45'48" East, parallel with said North right-of-way line, a distance of 96.00 feet; thence North 02°14'12" West, a distance of 4.00 feet; thence North 87°45'48" East, a distance of 8 feet; thence South 02°14'12" East, a distance of 4.00 feet; thence North 87°45'48" East, parallel with said

right-of-way line, a distance of 39.24 feet, to the West right-of-way line of 73rd Street; thence, along said West right-of-way line, South 02°19'54" East, a distance of 2.12 feet, to the North right-of-way line of Mercy Road; thence South 87°45'48" West, along said North right-of-way line of Mercy Road, a distance of 199.38 feet, to the Point of Beginning.

(NE¼ SE¼)

EXHIBIT C

DEPICTION OF PERMANENT EASEMENT AREA

Project No. EGA131193

Exhibit ^{PA}
1 OF 2

Date: 11-6-13

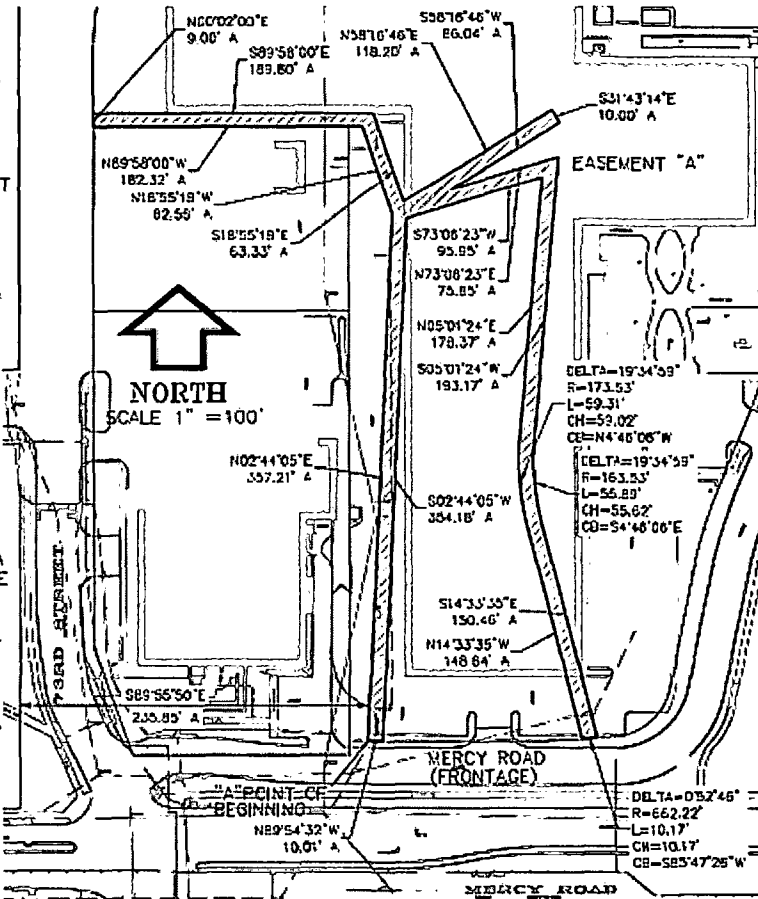
DESCRIPTION & SKETCH

LEGAL DESCRIPTION: EASEMENT 'A'

A PORTION OF THE UNPLATTED SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MERCY ROAD FRONTAGE (NOVEMBER, 2013), LYING 235.85 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF 73 RD STREET (NOVEMBER, 2013), FOR REFERENCE, SAID NORTH LINE OF MERCY ROAD FRONTAGE BEARS NORTH 89°54'32" WEST; THENCE NORTH 02°44'05" EAST, A DISTANCE OF 357.21 FEET; THENCE NORTH 18°55'18" WEST, A DISTANCE OF 62.56 FEET; THENCE NORTH 89°58'00" WEST, A DISTANCE OF 182.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID 73RD STREET; THENCE NORTH 00°02'00" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 8.00 FEET; THENCE SOUTH 89°58'00" EAST, A DISTANCE OF 189.80 FEET; THENCE SOUTH 18°55'18" EAST, A DISTANCE OF 63.33 FEET; THENCE NORTH 58°16'46" EAST, A DISTANCE OF 118.20 FEET; THENCE SOUTH 31°43'14" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 58°16'46" WEST, A DISTANCE OF 86.04 FEET; THENCE NORTH 73°06'23" EAST, A DISTANCE OF 75.85 FEET; THENCE SOUTH 05°01'24" WEST, A DISTANCE OF 193.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 163.53 FEET AND A CENTRAL ANGLE OF 19°34'59", AN ARC DISTANCE OF 55.89 FEET (CHORD=55.62', CHORD BEARING=S04°46'06"E) TO A POINT OF TANGENCY;

THENCE SOUTH 14°33'35" EAST, A DISTANCE OF 150.46 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF MERCY ROAD FRONTAGE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 662.22 FEET AND A CENTRAL ANGLE OF 0°52'40", AN ARC DISTANCE OF 10.17 FEET (CHORD=10.17', CHORD BEARING=S85°47'26"W); THENCE NORTH 14°33'35" WEST, A DISTANCE OF 148.64 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 173.53 FEET AND A CENTRAL ANGLE OF 19°34'59", AN ARC DISTANCE OF 59.31 FEET (CHORD=59.02', CHORD BEARING=N04°46'06"W) TO A POINT OF TANGENCY; THENCE NORTH 05°01'24" EAST, A DISTANCE OF 178.37 FEET; THENCE SOUTH 73°06'23" WEST, A DISTANCE OF 95.95 FEET; THENCE SOUTH 02°44'05" WEST, A DISTANCE OF 354.18 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID MERCY ROAD FRONTAGE; THENCE NORTH 89°54'32" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING, CONTAINING 11,916 SQUARE FEET, MORE OR LESS.



EGA
**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING
3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631