



BK 1413 PG 435-446



MISC 2001 20749

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 DEC 17 AM 8:48

RECEIVED

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After recording, return to: James M. Pfeffer, Abrahams, Kaslow & Cassman LLP, 8712 West Dodge Road, Suite 300, Omaha, NE 68114

EASEMENT AGREEMENT AND USE RESTRICTION

This Easement Agreement and Use Restriction ("Agreement") is made and entered into this 13 day of December, 2001, by and between Prairie Life Center of Q Street, Ltd., a Nebraska limited partnership, hereafter referred to as "Prairie Life" and Grandmother's, Inc., a Nebraska corporation, hereinafter referred to as "Grandmother's".

WITNESSETH:

WHEREAS, Prairie Life is the owner in fee of Parcels 1, 2, and 3 which are legally described in Exhibit "A" attached hereto and by this reference incorporated herein, which real estate shall hereafter be referred to as "Parcel 1", "Parcel 2", and "Parcel 3", respectively;

WHEREAS, Grandmother's is the owner in fee of Parcel 4 which is legally described in Exhibit "A" attached hereto and by this reference incorporated herein, which real estate shall hereafter be referred to as "Parcel 4";

WHEREAS, Metro Health Services Federal Credit Union, a credit union chartered under the laws of the United States, hereafter referred to as "Metro Health", is purchasing Parcel 2 from Prairie Life;

WHEREAS, under the terms of this Agreement, the parties contemplate the granting of a driveway easement to benefit Parcels 1, 2, 3 and 4, which easement shall be over portions of Parcels 1, 3 and 4 in the crosshatched area shown on Exhibit "B" which is hereinafter referred to as the "Access Drives";

WHEREAS, under the terms of this Agreement, the parties contemplate the granting of a parking easement to benefit Parcel 2 in the location shown on Exhibit "C" attached hereto and by this reference incorporated herein, which shall be hereinafter referred to as the "Parking Areas"; and,

WHEREAS, under the terms of this Agreement the parties contemplate providing for the maintenance and operation of the Access Drives and the Parking Areas.

A MISC
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FEE	<u>6200</u>	FB	_____
BKP	_____	C/O	_____ COMP _____
DEL	_____	SCAN	<u>OK</u> FV _____



NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties agree as follows:

1. In order to allow a means of ingress to and egress for all Parcels to and from 84th Street and to and from "Q" Street, Prairie Life (as the owner of Parcels 1 and 3) and Grandmother's (as the owner of Parcel 4) hereby grant and declare to the owners of, and for the benefit of, Parcels 1, 2, 3 and 4 and all future owners, tenants, licensees and occupants of Parcels 1, 2, 3 and 4, or any portion thereof, and their respective employees, customers, licensees and invitees, a non-exclusive vehicular and pedestrian easement to use, free of charge, in on over and across the Access Drives. It is intended that vehicular traffic shall be able to turn right and left onto the Access Drives at all of the northerly exits from Parcel 2, and that eastbound vehicular traffic on the Access Drive from 84th street shall be able to turn left into the entrances to Parcel 2. The owner of Parcel 1 agrees not to install or change any improvements so as to interfere with the foregoing traffic patterns.

2. The owner of Parcel 1, its successors and assigns, shall (a) maintain, repair, and resurface when necessary, all paved surfaces of the Access Drives in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as is of equal quality use and durability; (b) re-stripe and repaint traffic lines on the Access Drives when necessary; (c) remove all paper, filth, refuse, and debris, ice and snow from the Access Drives and to otherwise keep it in a reasonably clean and orderly condition. The actual reasonable costs and expenses of the foregoing (but not including any service or management fees) shall be allocated as follows:

Parcel 1	68.08%
Parcel 2	10.18%
Parcel 3	9.12%
Parcel 4	14.62%.

The owner of Parcel 1 agrees to perform its duties under this Agreement with an end of keeping such costs and expenses at a reasonable minimum. The owner of Parcel 1 shall periodically invoice the owners of Parcels 2, 3 and 4 for their respective share of such costs and expenses. The owners of Parcels 2, 3 and 4 shall pay the amounts due in such invoices within thirty (30) days after the date of such invoice. Any costs and expenses not paid when due shall accrue interest until paid in full at the lesser of 1.5% per month or the highest rate allowed by law.

3. Prairie Life (as the owner of Parcel 1) hereby grants and declares to the owner of, and for the benefit of, Parcel 2 and all future owners, tenants, licensees and occupants of the Parcel 2 and their respective employees, customers, licensees and invitees, a non-exclusive easement to use for parking, free of charge, the Parking Area, however, that nothing contained in this Agreement shall restrict customers, licensees and invitees of the owner or tenant of Parcel 1 from using such parking spaces and such Parking Area may only be used by employees, customers, licensees and invitees of the owner or tenants of Parcel 2 on an "as available" basis. The Parking Area may not be used by the employees of the owner, tenant or occupant of Parcel 1. The owner of Parcel 1 agrees to direct employees not to park in the Parking Area, but shall

not be obligated to monitor or police compliance and shall not be responsible in the event employees fail to comply with such directions. The owner of Parcel 1, its successors and assigns, shall: (a) maintain, repair, resurface when necessary, all paved surfaces of the Parking Area in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as is of equal quality use and durability; (b) re-stripe and repaint traffic lines when the owner of Parcel 1 deems it necessary; (c) remove all paper, filth, refuse, and debris, ice and snow from the Parking Area and otherwise to keep it in a reasonably clean and orderly condition. The cost and expense of the foregoing shall be paid by the owner of Parcel 1.

4. With respect to the Parking Area, Prairie Life (as the owner of Parcel 1) covenants and agrees: (a) the surface elevation of the Parking Area shall not be materially changed from its current elevation so that the free flow of automobile traffic from Parcel 2 on over to and through the Parking Area is not impeded, restricted or hampered; and, (b) to keep and maintain at least fifteen (15) parking stalls on the Parking Area at all times.

5. This Agreement and the easements granted herein, shall continue in force for twenty-five (25) years from the date hereof, whereupon they shall automatically renew for successive twenty-five (25) year periods unless terminated by all of the then owners of the Parcels.

6. In the event the owner of Parcel 1 defaults in its obligation to maintain, repair, resurface, restrip, repaint, clear snow and ice or clean, then the owner of Parcel 2 may, but shall not be obligated to cause the performance of the obligations and bill the responsible owners for the actual reasonable costs and expenses incurred.

7. Any Parcel owner may, upon not less than ten (10) days prior written notice to the owner of Parcel 1, inspect the records for expenses incurred hereunder.

8. The owner of Parcel 2 hereby declares and agrees, that neither it nor its transferees, tenants, successors and assigns shall operate from Parcel 2 any health club, fitness center or similar general fitness business, a gas station, convenience store or restaurant. This provision is intended to benefit only Parcels 1 and 4 and this provision may be terminated or modified (so that is less restrictive) by the owner of Parcel 1, in its sole and uncontrolled discretion.

9. The easements hereby granted and the agreements contained herein shall be easements and covenants running with the land and shall be binding upon and inure to the benefit or burden of the parties hereto and their respective successors and assigns, including but not limited to all subsequent owners of Parcels 1, 2, 3, and 4, and all persons claiming by, through or under them

10. In the event an owner sells all or any portion of its interest in its Parcel, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new owner of any such Parcel or any portion thereof

(including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

11. Prairie Life (as the owner of Parcels 1 and 3) and Grandmother's (as the owner of Parcel 4), each as to its respective Parcel(s), hereby covenant that it: (a) is lawfully seized of such real estate and that it is free from encumbrances; (b) has legal power and lawful authority to convey the same; (c) warrants and will defend title to the real estate against the lawful claims of all persons.

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

PRAIRIE LIFE CENTER OF Q STREET, LTD.

By: GLA Center Q St. Inc.

By: _____

Title: _____

GRANDMOTHER'S, INC., a Nebraska corporation

By: _____

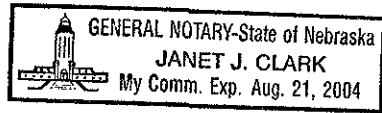
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Agreement was acknowledged to before me this 13 day of December, 2001 by Dean F. Rasmussen, the President of Life Centers Q Street, Inc a Corporation, on behalf of such Corporation in its capacity as the general partner of Prairie Life Center of Q Street, Ltd., a Nebraska limited partnership.

Janet J. Clark
Notary Public

My Commission Expires:
8-21-2004



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Agreement was acknowledged to before me this 13 day of December, 2001 by Dean F. Rasmussen, the President of Grandmother's, Inc., a Nebraska corporation, on behalf of such corporation.

Janet J. Clark
Notary Public

My Commission Expires:
8-21-2004

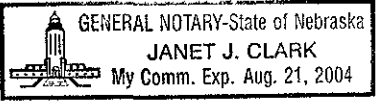


Exhibit "A"
Legal descriptions of Parcels

- Parcel 1 – Lot 1 Prairie Life Center 2, as surveyed, platted and recorded in Omaha, Douglas County, Nebraska
- Parcel 2 – Lot 2 Prairie Life Center 2, as surveyed, platted and recorded in Omaha, Douglas County, Nebraska
- Parcel 3 – Lot 3 Prairie Life Center 2, as surveyed, platted and recorded in Omaha, Douglas County, Nebraska
- Parcel 4 – Lot 2 Prairie Life Center, as surveyed, platted and recorded in Omaha, Douglas County, Nebraska

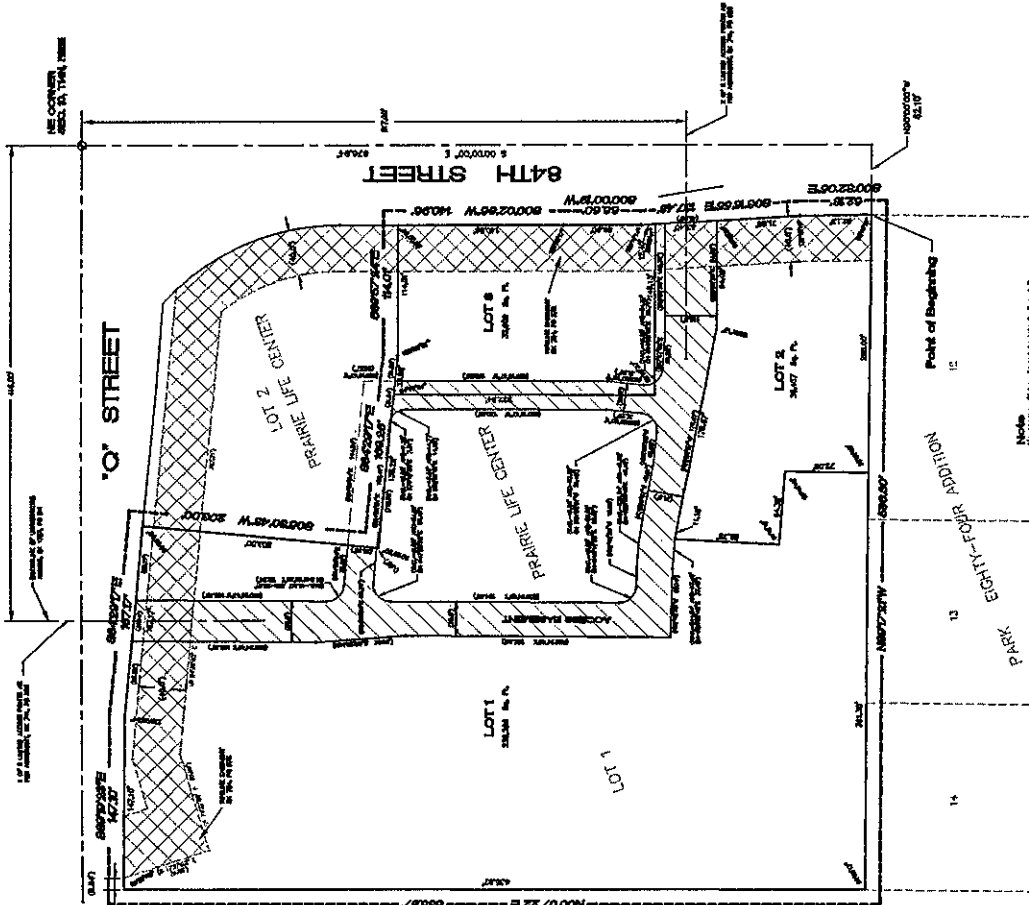
Exhibit "B"
(Access Drives)

POOR COPY

PRAIRIE LIFE CENTER 2

BEING A REPLAT OF LOT 1, PRAIRIE LIFE CENTER, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

LOTS 1, 2 AND 3



Notes:
 1. All lots shown on this plat are subject to the same conditions as the original plat.
 2. The plat is subject to the same conditions as the original plat.
 3. The plat is subject to the same conditions as the original plat.
 4. The plat is subject to the same conditions as the original plat.



LAND SURVEYORS CERTIFICATION
 I, the undersigned, being a duly licensed land surveyor of the State of Nebraska, do hereby certify that the above described plat is a true and correct copy of the original plat as shown on this plot and as it appears in the legal description.

Date: _____
 City S. Verano L.S. No. 478

LEGAL DESCRIPTION
 Lot 1, Prairie Life Center, located in the Northeast 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and being more particularly described as follows: Beginning at the corner of the North line of said Lot 1 and the North line of said Lot 2, thence South 89°57'30\"

OWNER'S CERTIFICATION
 The PRAIRIE LIFE CENTER OF O STREET, LTD. has authorized the undersigned to execute this plat and to cause the same to be recorded in the public records of the State of Nebraska. All other matters herein contained are true and correct and approved by the Board of Directors of the PRAIRIE LIFE CENTER OF O STREET, LTD. as shown on this plat.

ACKNOWLEDGMENT OF NOTARY
 I, _____, Notary Public for the State of Nebraska, do hereby certify that the above described plat is a true and correct copy of the original plat as shown on this plot.

COUNTY TREASURERS CERTIFICATION
 This is to certify that I have no record of federal taxes, due or delinquent against the property as described with this plat as shown by the records of this office.

PLANNING DIRECTOR'S APPROVAL
 I, _____, Planning Director of Douglas County, Nebraska, do hereby approve the above described plat and the same as shown on this plot.

CITY ENGINEER'S APPROVAL
 I, _____, City Engineer of Douglas County, Nebraska, do hereby approve the above described plat and the same as shown on this plot.

"Exhibit B"

(UNPLATTED)

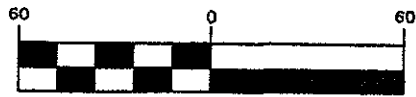
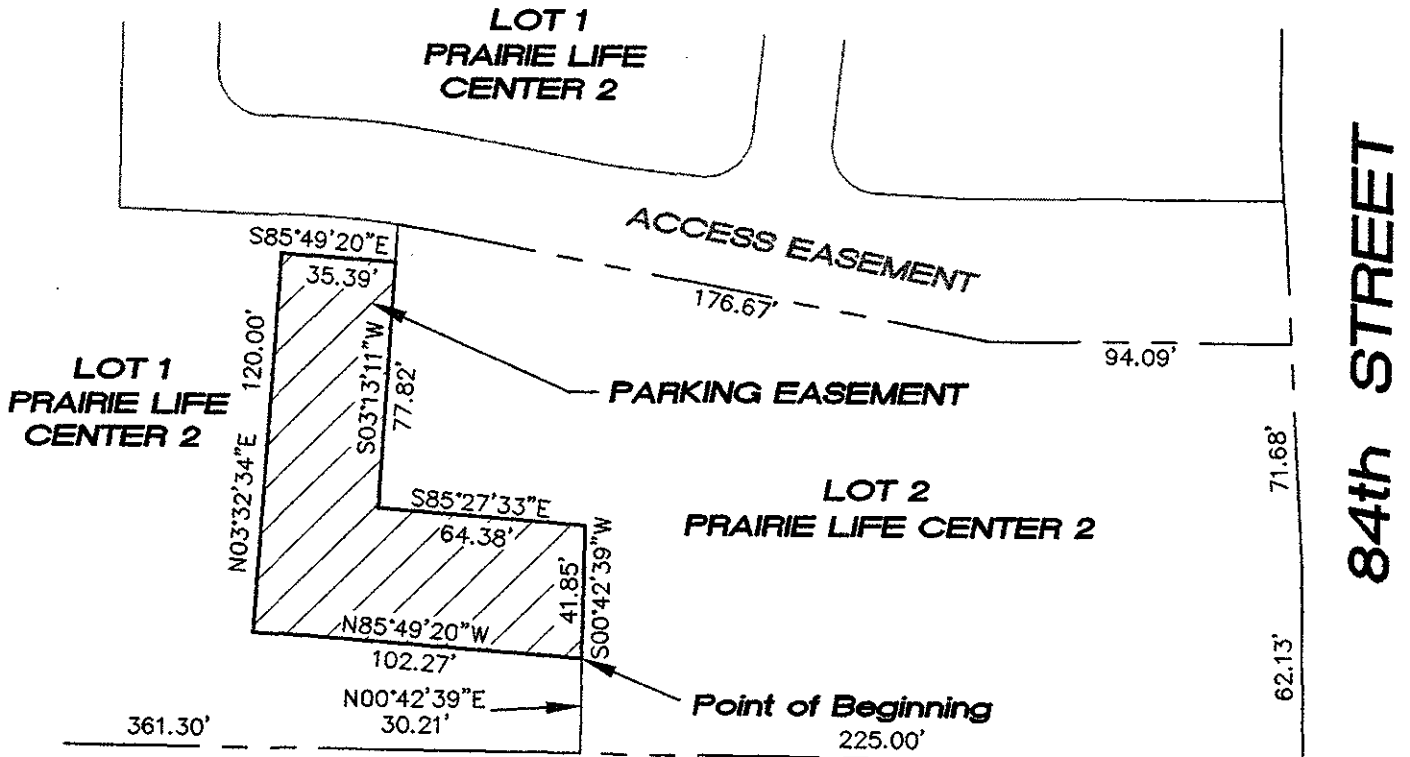
Exhibit "C"
(Parking Area)

PARKING EASEMENT

"Exhibit C"

LEGAL DESCRIPTION

A PARKING EASEMENT LOCATED IN PART OF LOT 1, PRAIRIE LIFE CENTER 2, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, PRAIRIE LIFE CENTER 2; THENCE N00°42'39"E (ASSUMED BEARING) 30.21 FEET ALONG THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE N85°49'20"W 102.27 FEET; THENCE N03°32'34"E 120.00 FEET; THENCE S85°49'20"E 35.39 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE OF LOT 2 THE FOLLOWING THREE (3) COURSES; (1) S03°13'11"W 77.82 FEET; (2) THENCE S85°27'33"E 64.38 FEET; (3) THENCE S00°42'39"W 41.85 FEET TO THE POINT OF BEGINNING. DESCRIBED PARKING EASEMENT CONTAINS 7,028 SQUARE FEET, MORE OR LESS.



1 inch = 60 ft.

November 12, 2001 9:40:18 a.m.
Drawing: S:\DWG\PRAIRIE LIFE\PARKING ESMT.DWG

DESIGNED: DRAWN: GSJ CHECKED: DATE: 8-17-01 PROJECT NO. 01-172



Hill-Farrell Associates, Inc.
Architects, Engineers, Land Surveyors
1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

SHEET NO.
1 OF 1

CONSENT AND SUBORDINATION

KNOW ALL MEN BY THESE PRESENTS:

THAT AMERICAN NATIONAL BANK, a national banking association, being the lienholder of record on Lot 2, in PRAIRIE LIFE CENTER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, does hereby consent to and approve the Easement Agreement and Use Restriction dated December 12, 2001, to which this Consent and Subordination is attached, and further subordinates the lien of its Deed of Trust dated August 15, 1997 and recorded September 4, 1997, in Book 5081 at Page 114 of the Mortgage Records of Douglas County, Nebraska, and its Assignment of Rents and Leases dated August 15, 1997 and recorded September 4, 1997, in Book 1221 at Page 419 of the Miscellaneous Records of Douglas County, Nebraska, and its Uniform Commercial Code - Financing Statement recorded September 4, 1997, in Book 156 at Page 53 of the UCC Records in the Office of the Register of Deeds of Douglas County, Nebraska, to the easements and rights granted by said instrument.

Dated this 12th day of December, 2001.

AMERICAN NATIONAL BANK,
a national banking association

By: Terry L. Zaback
Its: Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 2001, by Terry L. Zaback, as Vice President of American National Bank, a national banking association, for and on behalf of same.

Suzanne K. Stutzman
Notary Public

My Commission Expires: _____



CONSENT AND SUBORDINATION

KNOW ALL MEN BY THESE PRESENTS:

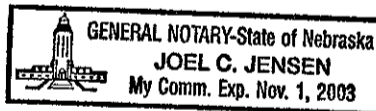
THAT FIRST NATIONAL BANK OF OMAHA, a national banking association, being the lienholder of record on Lots 1, 2 and 3, in PRAIRIE LIFE CENTER 2, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, being a replat of Lot 1, in PRAIRIE LIFE CENTER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, does hereby consent to and approve the Easement Agreement and Use Restriction dated DECEMBER 13, 2001, to which this Consent and Subordination is attached, and further subordinates the lien of its Deed of Trust dated October 31, 1997 and recorded November 4, 1997, in Book 5133 at Page 608 of the Mortgage Records of Douglas County, Nebraska, as modified by Mortgage Loan Modification Agreement dated June 11, 2001 and recorded June 26, 2001, in Book 1387 at Page 109 of the Miscellaneous Records of Douglas County, Nebraska, and its Assignment of Rents and Leases dated October 31, 1997 and recorded November 4, 1997, in Book 1227 at Page 665 of the Miscellaneous Records of Douglas County, Nebraska, to the easements and rights granted by said instrument.

Dated this 11th day of December, 2001.

FIRST NATIONAL BANK OF OMAHA,
a national banking association

By: Lorne L. Harze
Its: Second Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.



The foregoing instrument was acknowledged before me this 11th day of December, 2001, by Lorne L. Harze, as Second Vice President of First National Bank of Omaha, a national banking association, for and on behalf of same.

Joel C. Jensen
Notary Public

My Commission Expires: 11/1/03