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BOOK 1087 PAGE 734

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

EASEMENT, CROSS EASEMENT, COVENANT AND BUILDING
RESTRICTION AGREEMENT

THIS EASEMENT, CROSS EASEMENT, COVENANT AND BUILDING RESTRICTION AGREEMENT ("Agreement") is made and entered into on this 3rd day of AUGUST, 1993 by and between BLOOMFIELD HILLS PROFESSIONAL PARK OWNERS ASSOCIATION, INC., a Nebraska not for profit corporation ("Bloomfield") and REGENCY RETIREMENT RESIDENCE OF OMAHA, d/b/a BLOOMFIELD FORUM, a Nebraska corporation ("Regency").

WHEREAS, Bloomfield is the owner of the real property more particularly described on Exhibit "A" attached hereto ("Bloomfield's Property");

WHEREAS, Regency is now or will be the owner of the real property more particularly described on attached Exhibit "B" attached hereto ("Regency's Property");

WHEREAS, Regency proposes to construct improvements on the Regency Property as depicted on the site plan attached hereto as Exhibit "C" ("Site Plan") and is desirous of obtaining certain easements over, under and across the Bloomfield Property in order to obtain the use and benefit of certain improvements located on the Bloomfield Property; and

WHEREAS, Bloomfield is desirous of granting to Regency certain easements over, under and across the Bloomfield Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Five Thousand and 00/100 (\$5,000.00) paid by Regency to Bloomfield and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, and in consideration of the mutual covenants and conditions contained herein, the parties grant and agree as follows:

1. Bloomfield Easements. Bloomfield hereby grants to Regency for the benefit of the Regency Property and the Bloomfield Property the exclusive right, privilege and easement to use an existing sanitary sewer lift station, including tanks, pumps and associated piping, located on Bloomfield's Property ("Lift Station Easement") including an easement for purposes of the installation of required laterals to the Lift Station from the Regency Property all of which is depicted on the Site Plan. Notwithstanding the above, Regency has previously provided an opinion of its engineer addressed jointly to Regency and Bloomfield, that the Lift Station now existing is sufficient to handle the capacity from the Bloomfield Property and the Regency Property as fully developed. The parties acknowledge that the proper operation of the Lift Station is essential to the health and welfare of the occupants of both the Bloomfield Property and the Regency Property. If at any time the capacity of the Lift Station is incapable of providing Bloomfield a level of service equal to or greater than that which

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existed prior to its joint use with Regency in the opinion of an engineer selected by Bloomfield, Regency shall be responsible for all costs and expenses necessary to upgrade the capacity of the Lift Station inclusive of its replacement in total as required. Bloomfield shall have the right to either arrange for the upgrading itself and direct the third party performing the work to send the invoices for said work to Regency for direct payment with the failure of Regency to pay said invoices shall be deemed an authorization by Regency to the third party to file a mechanics lien against the Regency Property OR to cause Regency without delay to perform or cause to be performed the required upgrading, time being of the essence. In the event Regency fails to comply with the immediately preceding sentence, Bloomfield shall have the remedies set forth in Paragraph 13 hereof. Bloomfield makes no representation or warranty as to the adequacy of the Lift Station for Regency's intended use. Regency at its sole cost and expense shall within ninety (90) days from the date of filing of the Agreement be required to cause the Lift Station to be separately metered for electricity. Until such time as Regency connects to the Lift Station, all cost of electrical usage for the operation of the Lift Station shall be paid by Bloomfield. Regency shall be required to provide at least seven (7) days prior written notice to Bloomfield of its desire to connect onto the Lift Station. From and after the date of Regency's connection to the Lift Station, all invoices relating to the electrical usage shall be addressed to Bloomfield and the costs thereof shall be allocated 78.6% to Regency and 21.4% to Bloomfield ("Initial Allocation"). The Initial Allocation shall remain unchanged until the expiration of twelve (12) months from Regency's first attaining 95% occupancy for the Regency Property ("Adjustment Date"). From and after the Adjustment Date the allocation of the electrical usage of the Lift Station shall be adjusted and permanently fixed based upon actual water usage by Bloomfield and Regency as determined by the following formula ("Final Allocation"):

Regency's Portion: The total of Regency's water bills for the preceding twelve (12) months ending with the month in which the Adjustment Date falls divided by the total of the water bills for the Regency Property and the total of the water bills for the Bloomfield Property for the same period.

Bloomfield's Portion: The total of Bloomfield's water bills for the preceding twelve (12) months ending with the month in which the Adjustment Date falls divided by the total of the water bills for the Regency Property and the total of the water bills for the Bloomfield Property for the same period.

The parties shall within thirty (30) days following the Adjustment Date execute and record an amendment to this Agreement which will evidence the Final Allocation.

Bloomfield shall upon receipt of said invoice from the utility company for the electrical usage allocate the amount of said invoice in accordance with either the Initial Allocation or the Final Allocation, whichever is applicable, and shall provide Regency written notice of its share thereof, which notice must be accompanied by a copy of said invoice from the utility company. Regency shall be required to remit to Bloomfield said amount within fifteen (15) days after its receipt of Bloomfield's notice of payment. Bloomfield shall be required to apply Regency's payment to the payment of the utility company's invoice.

2. Prior Easement Grant. The parties acknowledge that Bloomfield had granted to a previous owner of Regency Property an ingress/egress easement over a portion of the Bloomfield Property which was dated October 11, 1984 and recorded October 12, 1984 in the office of the Register of Deeds of Douglas County, Nebraska in Book 720, Page 510 ("Prior Easement"). The parties hereto hereby fully terminate and extinguish the Prior Easement and agree that no further action or documentation shall be necessary to effectuate the termination or extinguishment of the Prior Easement. Bloomfield hereby grants to Regency for the benefit of the Regency Property, a perpetual easement for vehicular ingress and egress over and across that portion of Bloomfield Property to the Regency Property which is more particularly described on Exhibit "C" and depicted on the Site Plan ("Entrance Easement"). It is the intent of Bloomfield that said Entrance Easement also permit the owners of the Regency Property the right to use said Entrance Easement also for ingress and egress of construction vehicles only during construction of improvements on the Regency Property and subsequent repair activities.

3. Maintenance of Easement Areas. Bloomfield shall be solely responsible for the determination of the work to be done as it relates to the Lift Station Easement and to the Entrance Easement and for maintenance, repairs and replacement of the Lift Station Easement and to the Entrance Easement. Bloomfield shall on or before January 1 of each year prepare a budget which sets forth the estimated repair, maintenance and/or replacement costs of the Entrance Easement and to the extent possible, the estimated costs of associated with the repair and maintenance of the Lift Station Easement. Bloomfield shall be under no obligation to provide an estimate for the replacement of the Lift Station Easement. All costs of maintenance repair or replacement of either the Lift Station Easement (except as specifically provided for in paragraph 1 above) or the Entrance Easement shall be allocated 78.6% to Regency and 21.4% to Bloomfield. These costs shall include but not be limited to snow removal and road surface repair and replacement. Notwithstanding the above, Regency shall be solely responsible for all costs of repairs required on the Bloomfield Property as a result of the on-going construction activities on the Regency Property, including without limitation damages caused to the

parking areas, roadways, sprinkler system and Lift Station. Notwithstanding anything else to the contrary contained herein, Regency, at its sole cost and expense shall be obligated to regularly monitor the on-going construction activities to ensure that all portions of the Bloomfield Property, including the Entrance Easement and Lift Station Easement, are strictly kept free and clear of all construction debris, mud and all other items or materials that are the result of construction on the Regency Property. In the event Regency fails to do so after being provided two (2) days written notice from Bloomfield of Regency's non-compliance with this paragraph. Bloomfield shall have the right but not the obligation to perform such activities and to submit to Regency an invoice therefore to seek reimbursement for the costs advanced by Bloomfield in performing Regency's obligation. The failure of Regency to remit said amount within ten (10) days of its receipt of said request shall permit Bloomfield to exercise the remedies set forth in Paragraph 13 hereof.

(a) Notification to Regency. Prior to incurring any maintenance, repair or replacement costs with respect to the Entrance Easement and the Lift Station Easement, Bloomfield shall be required to provide Regency with ten (10) days prior written notice of the nature of and the amount of proposed expenditure and Regency's portion thereof. Regency shall be required to remit its portion on or before the expiration of the ten (10) day period. Notwithstanding the above, in the event of an emergency, Bloomfield shall have the right to perform the work without first notifying Regency and in such an event Regency shall be required to remit its portion of the emergency expenditures written ten (10) days following its receipt of a written demand from Bloomfield.

4. Restrictions Relating to Regency's Property. Due to Regency's development of its property and its impact on the Bloomfield Property, Regency agrees, in addition to the other restrictions, covenants and conditions contained elsewhere herein, that all or any portion of Regency's Property shall hereafter be held, sold, occupied, conveyed and used subject to the following restrictions, covenants and conditions which shall run with the land and which shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in and to Regency's Property or any portion thereof:

(a) Use. Regency shall not without the prior written consent of Bloomfield, use or permit the use of the Regency Property for any other use other than retirement housing.

(b) Grading Plan. Regency shall not without the prior written consent of Bloomfield, alter or otherwise change the grade of the Regency's Property as it is set forth in that certain grading plan, a copy of which is attached as Exhibit "D".

(c) Location of Buildings. Regency shall not without the prior written consent of Bloomfield, modify alter or otherwise change the design, facade or the location of the buildings from the design, facade and/or location shown on that certain Site Plan, a copy of which is attached hereto as Exhibit "E".

(d) Signs. All signage on the Regency Property shall be in conformance with all rules, regulations and ordinances of any applicable governmental body or agency and shall be subject to the prior written approval of Bloomfield which approval shall not be unreasonably withheld.

(e) Utility Plan. Regency shall not, without the prior written consent of Bloomfield, alter or vary the nature, size, location or points of connection (either on-site or off-site) of the utilities as shown on the Utility Plan attached hereto as Exhibit "F".

(f) Landscaping Plan. Regency shall not without the prior written approval of Bloomfield, materially alter or change the landscaping plan, a copy of which is attached as Exhibit "G". In addition thereto, Regency shall, at Regency's sole cost and expense, cause the grass and landscaped portions of Regency's Property to be serviced by a water sprinkler system and further Regency agrees to properly maintain all grass and landscaped areas of Regency's Property and to promptly replace, when necessary, the landscaping located within the open area bounded by the west property line of the Bloomfield Property as it extends north and south (the "Boundary Line") and the Regency building(s) immediately west of the Boundary Line.

5. Indemnification/Insurance.

(a) Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from the easement areas located on each's respective property, except if caused by the act or neglect of the other party hereto.

(b) Insurance.

(i) Each party shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000 combined single limit. Each party shall provide the other party with certificates of such insurance from time to

time to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to its property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days' prior written notice to the other party.

(ii) Each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

6. Term. The easements, restrictions, covenants and conditions contained herein shall be perpetual.

7. Covenants Running With The Land. The easements hereby granted, 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 and be binding upon, the parties hereto their respective heirs, successors and assigns.

8. Non-Partners. Except as other specifically set forth herein, nothing contained in this Agreement shall be construed to make any parties hereto partners, joint venturers or to render any of the parties liable for the debts or obligations of any other party hereto.

9. Enforcement. Enforcement of these easements, restrictions, covenants and conditions shall be made by any proceeding at law or in equity against any persons violating or attempting to violate any provision, either to restrain violation, mandate compliance, or recover damages, and the failure of any party to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Governing Law, Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement and the application of such provision to any other party or circumstance shall not be affected thereby, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Notices. All notices, demands, statements and requests, required or permitted to be given under this Agreement

must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified:

(i) on the date of personal service upon the person to whom the notice is addressed or if such person is not available the date such notice is left at the address of the person to whom it is directed; and (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested. The address of the parties for notice shall be:

Bloomfield: Bloomfield Hills Professional Park Owners
Association
11840 Nicholas Street, Suite 200
Omaha, NE 68114
Attn: Michael L. Day

Regency: Essex Corporation
500 Essex Court
Omaha, Nebraska 68114
Attn: Bart Votava

Each party shall have the right from time to time and at any time, upon at least ten (10) days prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address.

12. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

13. Remedies. In addition to any other remedies available at law or in equity, in the event of the failure of either party to pay any sum when due, such failure shall give the other party (who has paid its share or portion) the right but not the obligation to advance the non-paying party's share and to seek reimbursement from the non-paying party. Said reimbursement shall be made within thirty (30) days, unless a shorter or longer time period is stated herein. The failure to comply by making payment shall entitle the paying party to exercise the remedies and protections afforded the provider of labor or material under the Nebraska Construction Lien Act which will permit the paying party to file a lien against the nonpaying party's property (Bloomfield Property or the Regency Property, as the case may be), which lien may be enforced as if the paying party was the contractor and the work was performed by it on the date the work was performed or completed, as applicable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the day and year first written above notwithstanding the actual date of execution by the parties.

"BLOOMFIELD"

BLOOMFIELD HILLS PROFESSIONAL PARK OWNERS ASSOCIATION, a Nebraska not for profit corporation,

Michael L. Day
Michael L. Day, President

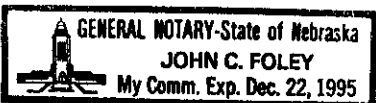
"REGENCY"

REGENCY RETIREMENT RESIDENCE OF OMAHA, d/b/a BLOOMFIELD FORUM, a Nebraska corporation

By Allen Gager
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

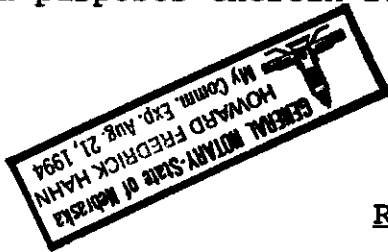
Before me, the undersigned, a notary public in and for said county and state, on this 3rd day of August, 1993, personally appeared Michael L. Day, to me to be the identical person who executed the within and foregoing instrument, as _____ President of Bloomfield Hills Professional Park Owners, a Nebraska not for profit corporation and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of Bloomfield Hills Professional Park Owners for the uses and purposes therein set forth.



John C. Foley
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, a notary public in and for said county and state, on this 2 day of Aug, 1993, personally appeared [Signature] to me to be the identical person who executed the within and foregoing instrument, as [Signature] of Regency Retirement Residence of Omaha, d/b/a Bloomfield Forum, a Nebraska corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.



[Signature]
Notary Public

RATIFICATION

9802 Nicholas Street Limited Partnership, a Nebraska limited partnership being the owner of all of the "Units" in Bloomfield Hills Professional Park does hereby ratify and consent to Bloomfield Hills Professional Park Owners Association entering into this Agreement.

DATED this 3RD day of AUGUST, 1993.

9802 Nicholas Street Limited Partnership, a Nebraska limited partnership

By: Developers Consolidated Inc., a Nebraska corporation, sole general partner

By: [Signature]
Michael L. Day, President

EXHIBIT "A"
BLOOMFIELD PROPERTY

NE SE
SE NE

That part of the East one-half of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the East Quarter Corner of said Section 16; thence South 00 degrees 04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street; thence S89 degrees 57'16"W, on the North line of Nicholas Street and its Easterly and Westerly extension, 468.60 feet to the point of beginning; thence continuing S89 57'16"W on the North line of Nicholas Street and its Westerly extension, 425.32 feet; thence North on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.92 feet (measured) 510.00 feet (recorded); thence North 89 degrees 56'04"E, 424.71 feet; thence South 00 degrees 04'07"E on a line 468.60 feet West of and parallel to the East line of said Section 16, 510.07 feet (measured) 510.00 feet (recorded) to the point of beginning, except the "Units" as that term is defined in the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Bloomfield Hill Professional Park, a Condominium dated September 17, 1985 recorded in Book 751 Page 656 et seq.

NE SE
SE NE

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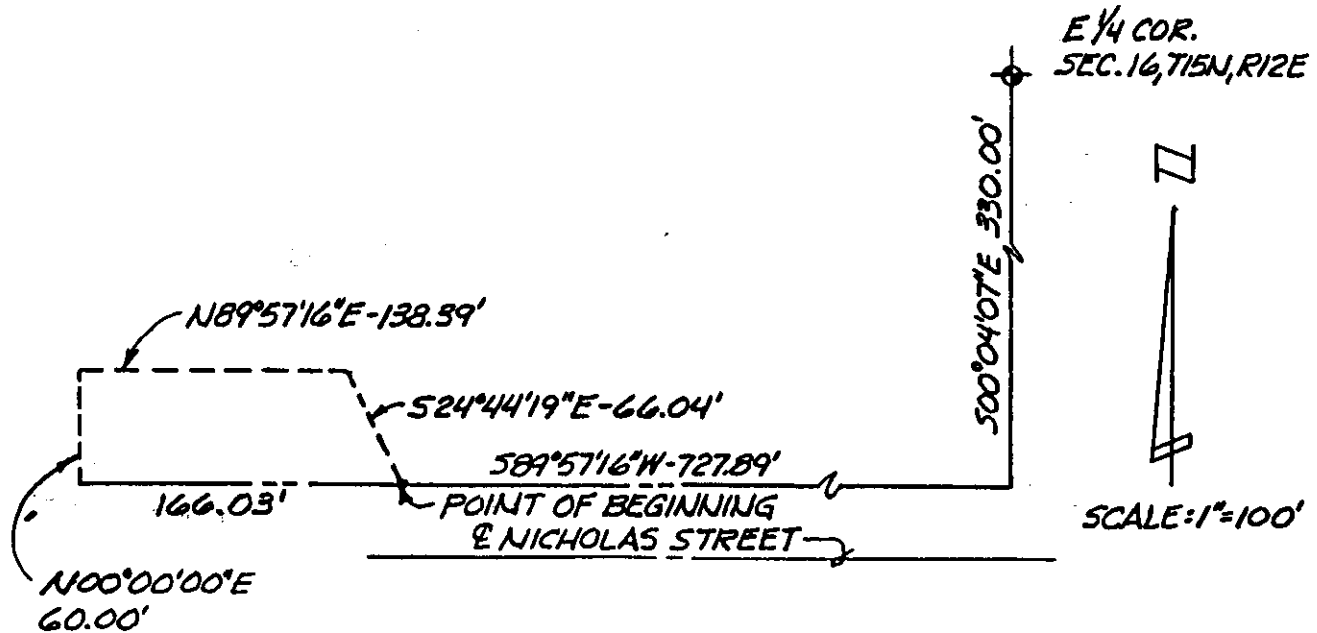
B

EXHIBIT A

That Part of the East Half of Section 16, Township 15 North, Range 12 East of the 6th p.m., Douglas County, Nebraska, described as follows:

Commencing at the East Quarter corner of said Section 16; thence South 00°04'07" East (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street, thence south 89°57'16" West on the North line of Nicholas Street and its Easterly and Westerly extension, 893.92 feet to the Point of Beginning; thence continuing South 89°57'16" West on the Westerly extension of the North line of Nicholas Street, 427.21 feet to the West line of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of said Section 16; thence North on the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.77 feet (measured) 510.00 feet (recorded); thence North 89°56'04" East 427.21 feet; thence South on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of said Section 16, 509.92 feet (measured), 510.00 feet (recorded) to the Point of Beginning.

EXHIBIT C



NESE

Legal Description for Ingress/Egress Easement:

That part of the East 1/4 of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the East 1/4 corner of said Section 16, thence S00°04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street; thence S89°57'16"W on the North line of Nicholas Street and its Easterly extension 727.89 feet to the point of beginning; thence continuing S89°57'16"W on the North line of Nicholas Street and its Westerly extension, 166.03 feet; thence N00°00'00"E, 60.00 feet; thence N89°57'16"E, 138.39 feet; thence S24°44'19"E, 66.04 feet to the point of beginning.

Barbara
8/3/93

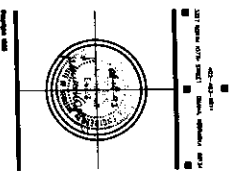
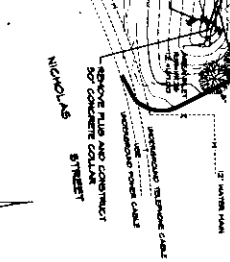
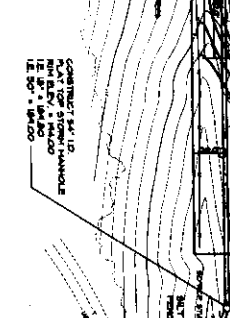
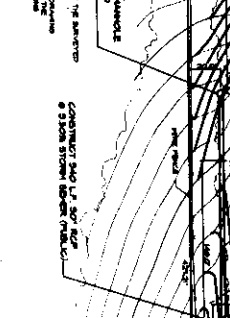
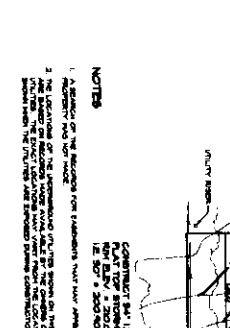
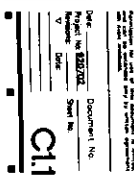
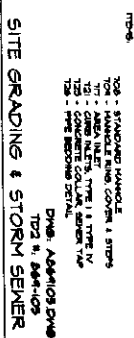
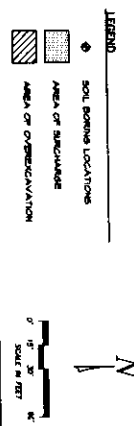
J. M. [Signature]
8-3-93

JOB NO. 869-105
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BOOK PAGE
DATE: AUG. 2, 1993

EXHIBIT D GRADING PLAN

NOTES

1. ALL FILL AREAS SHALL BE COMPACTED TO 95% RELATIVE DENSITY (AS DETERMINED BY STANDARD TESTS) AND SHALL BE COVERED TO A MINIMUM DEPTH OF 12" WITH TOP SOIL OR EQUIVALENT.
2. ALL EXCAVATIONS SHALL BE BACKFILLED WITH COMPACTED FILL TO ORIGINAL FINISH GRADE OR BETTER.
3. ALL EXCAVATIONS SHALL BE PROTECTED BY CURBS AND GUTTERS TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
4. ALL EXCAVATIONS SHALL BE PROTECTED BY CURBS AND GUTTERS TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
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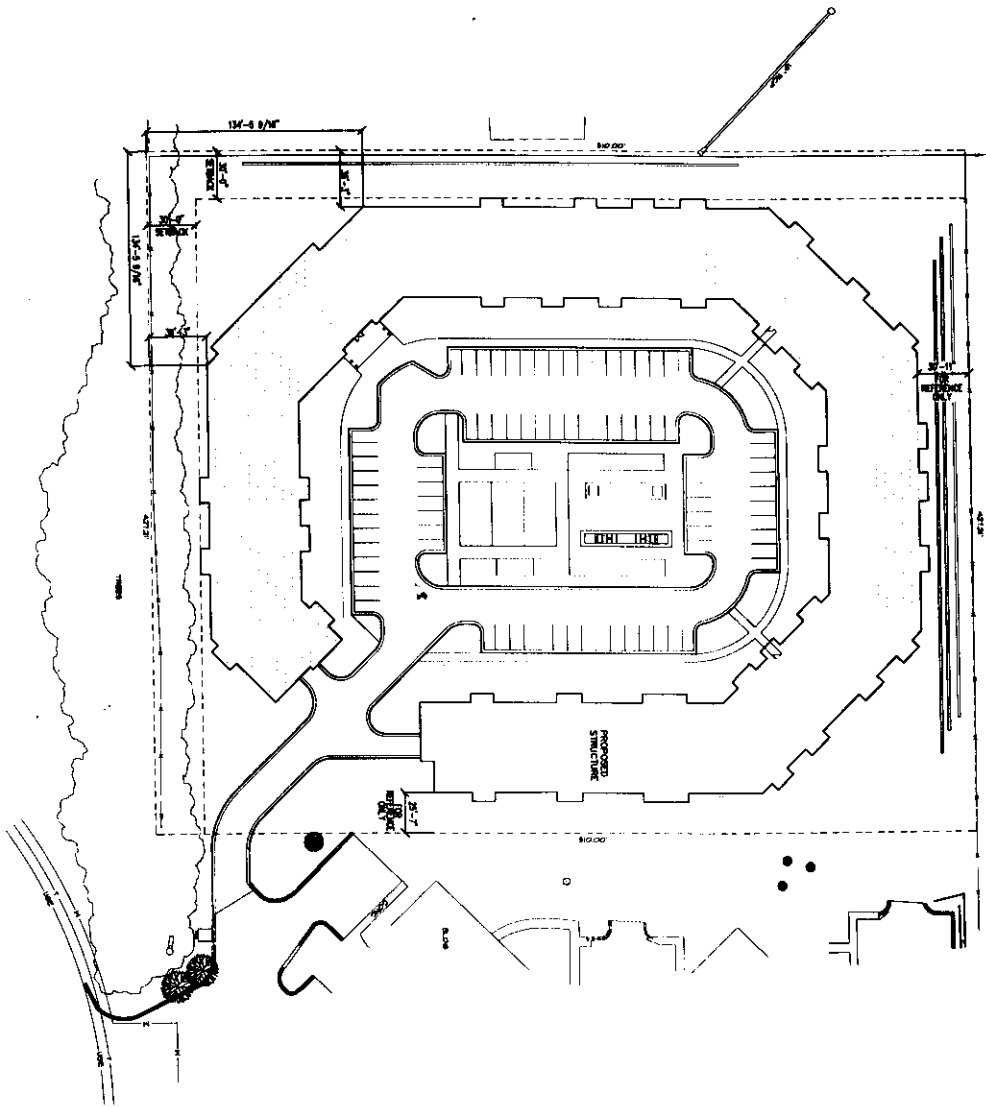
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EXHIBIT E
LOCATION PLAN



Building Layout Plan
SCALE: 1" = 30'

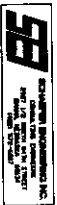
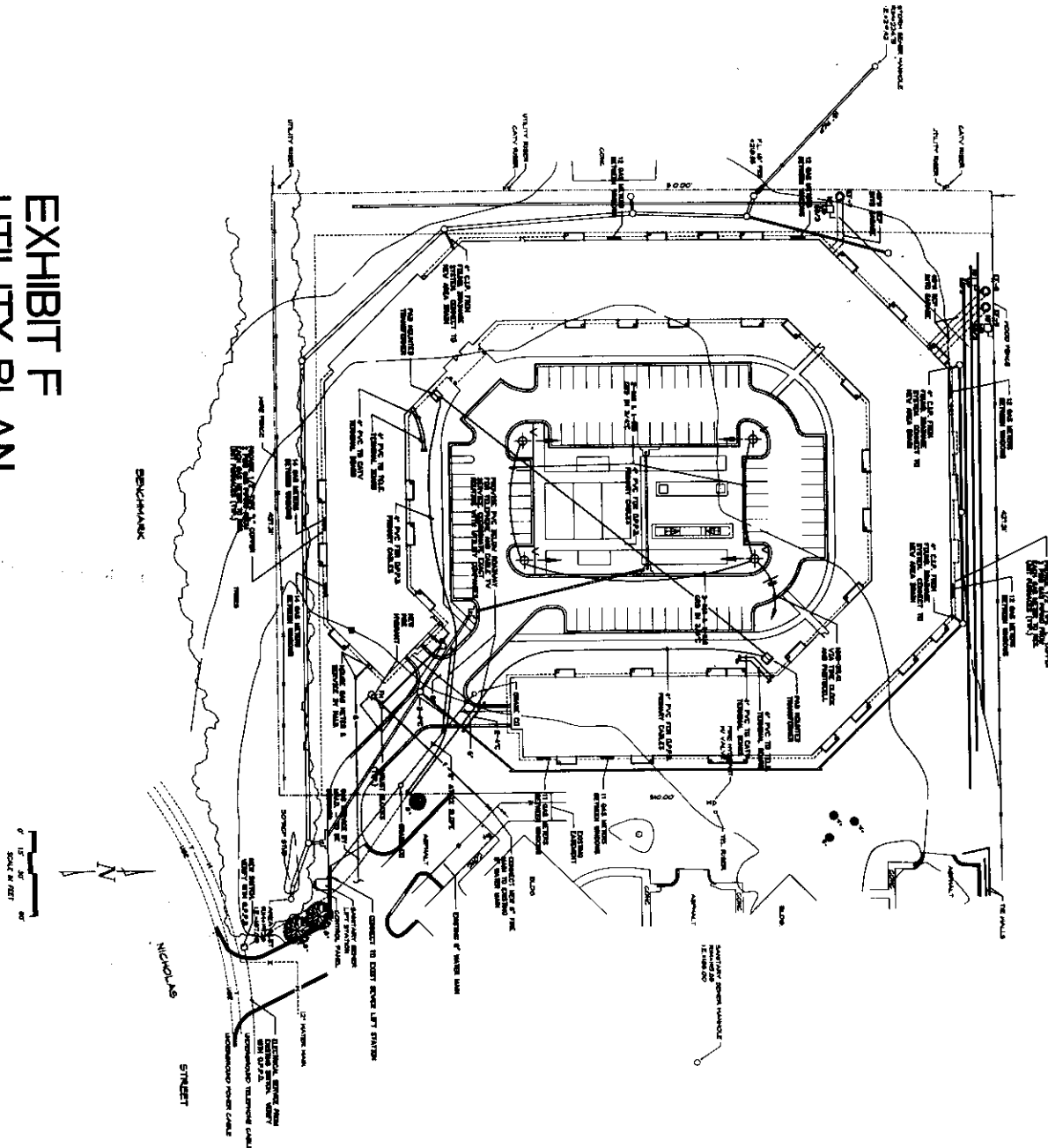


Bloomfield Forum
 AVANT ARCHITECTS
 PLANNING • ARCHITECTURE • INTERIORS
 200 South Street, Suite 200, Bloomfield, NJ 07003
 Phone: 908.461.1111 Fax: 908.461.1112
 www.avantarchitects.com

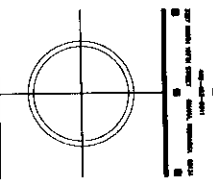
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 SHEET NO.: C14

FOR THE RECORD: This drawing is to be used for the purpose of record only. It is not to be used for construction or other purposes without the written consent of the architect.

EXHIBIT F
UTILITY PLAN



Project No. **ME11**
Date: **11/19/08**
Document No. **ME11**



PLANNING • ARCHITECTURE • INTERIORS
AVANT
ARCHITECTS

Bloomfield
Forum

