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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

H M  
 FEE 50.50 R 15/15/11 FB 01-6000  
 DEL. 3452 C/O COMP  
 LEGAL PG 360 SCAN M-FV

Young & White  
 Ste 100  
 9410 West Dodge Rd  
 Omaha, Neb  
 68114

SW/SE  
 SE/SE  
 SE/SW

## EASEMENT AGREEMENT

21<sup>st</sup> THIS EASEMENT AGREEMENT, is made and entered into this day of March, 1994, by and between Nebraska Methodist Health System, Inc., a Nebraska not-for-profit corporation (hereinafter referred to as "NMHSI") and Douglas County School District 017, also known as Millard School District, a Nebraska Political Subdivision (hereinafter referred to as "Millard").

### WITNESSETH:

WHEREAS, the parties hereto have entered into an Agreement dated October 14, 1992, which was supplemented by a Supplement to Agreement dated October 11, 1993, (collectively the "Agreement"), which Agreement provides, among other matters, for construction of an access road across property owned by NMHSI which property is described on the attached Exhibit "A", (the "NMHSI Property") to provide for access to the NMHSI Property and also to certain property owned by Millard and situated adjacent thereto, which Millard property is legally described on the attached Exhibit "B" (the "Millard Property") and

WHEREAS, in the Agreement, the parties agreed that Millard shall be granted an easement across the NMHSI Property for purposes of constructing such access road, and it is the intention of the parties to provide for such access easements.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions hereof, NMHSI hereby grants to Millard, its successors and assigns, a permanent non-exclusive easement for vehicular and pedestrian access over and upon that portion of the NMHSI property described on Exhibit "C", and as shown on Exhibit "D", both of which are attached hereto (the "Access Easement"), to provide access to the Millard Site from 156th Street and for purposes of repair and maintenance thereof. Such easement shall further allow construction of a hard surfaced road by Millard on the Access Easement area, as set forth in Paragraph 2 below.

2. Millard may construct an access road upon the Access Easement, together with necessary storm drainage. Such access road shall be constructed pursuant to plans and specifications prepared by Henningson, Durham and Richardson, Omaha, Nebraska, and approved by NMHSI, and shall be consistent with NMHSI's proposed Mixed Use Development Agreement with the City of Omaha, Nebraska. Such access road shall be constructed in a good workmanlike manner with concrete paving except for that portion of the access road adjacent to 156th Street, which may be constructed with asphalt as shown on Exhibit "D". Such access road shall comply in all respects with all applicable governmental laws, ordinances, regulations and building codes. The parties hereto acknowledge that NMHSI may

dedicate the Access Easement to the public in the future and that, as such, Millard will construct such access road in compliance with all City of Omaha standards of construction applicable to public streets. All contractors performing such work shall provide performance and labor and material payment bonds in the amount of their respective contracts, with NMHSI being named a beneficiary thereon. Millard shall promptly procure the release or discharge of record of any construction lien that may be filed against any NMHSI property arising or resulting from such work to be performed hereunder. All contractors performing such work shall provide and maintain worker's compensation insurance, general liability insurance and automobile liability insurance in amounts as are customarily maintained by other contractors for Millard. Certificates of insurance will be provided to NMHSI upon request.

3. NMHSI and any entity affiliated or related to NMHSI and any of their respective officers, directors, employees, agents, contractors, invitees, licensees, permittees, tenants, subtenants, successors and assigns may utilize such access road constructed by Millard for vehicular and pedestrian access to the NMHSI property and may make curb cuts thereon for the purpose of constructing other roads and drives for access to the NMHSI Property from such Access Road, and without further compensation to Millard.

4. Until such time as the maintenance of the Access Road is undertaken by the City of Omaha or Douglas County, Nebraska, Millard shall be responsible for all costs of maintaining such access road. At such time as NMHSI or its successors or assigns commences the construction of building improvements on the NMHSI property, NMHSI shall begin to share equally with Millard in the reasonable cost of maintaining such Access Road. Millard shall promptly repair at its cost any damage caused to the NMHSI property or any improvement thereon, occurring during any construction or maintenance of the Access Road. Millard shall indemnify NMHSI and hold it and its successors and assigns harmless from any and all claim, loss or damage of any nature that may arise from the use of the Access Easement by Millard or its employees, agents or contractors.

5. Nothing stated herein shall be deemed to restrict or prohibit the dedication by NMHSI to the public for right-of-way purposes of all or any portion of the Access Easement, and Millard hereby consents to any such dedication. In the event of such dedication, the Access Easement shall automatically terminate as to the portion so dedicated, and any road constructed thereon shall become a public road, all without notice to or consent by Millard. Millard shall execute any document that may be necessary to effectuate such public dedication.

6. NMHSI warrants that it owns the NMHSI property in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to grant the Access Easement

referred to herein. Millard acknowledges that NMHSI has previously granted easements over the Access Easement for installation of utility services.

7. All provisions of this Easement Agreement, including the benefits and burdens, shall run with the land and are binding upon an inure to the benefit of the successors and assigns of the parties hereto.

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

DOUGLAS COUNTY SCHOOL  
DISTRICT 017

ATTEST:

*Ronna L. Thompson*  
Secretary, Board of Education

By: *Diana J. Faust*  
President Board of  
Education

NEBRASKA METHODIST HEALTH  
SYSTEM, INC.

By: *Steph Kow*  
Its: *President*

ACKNOWLEDGMENTS

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of March, 1994, by Diana J. Faust,  
President of the Board of Education, of Douglas County School  
District 017, a Nebraska political subdivision on behalf of Douglas  
County School District 017.



Richard D. Lewis  
Notary Public

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this  
16 day of March, 1994 by Steve Long, President,  
of Nebraska Methodist Health System, Inc. a not-for-profit Nebraska  
Corporation, on behalf of the corporation.



Diane Radik  
Notary Public

## LEGAL DESCRIPTION

That part of the South Half of Section 15, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 15;

Thence North 00°07'03" West (bearings referenced to the Final Plat of BARRINGTON PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 95.00 feet to an angle point in the North right-of-way line of U.S. Highway #6 and the TRUE POINT OF BEGINNING;

Thence North 86°36'40" West for 292.55 feet along said North ROW line;

Thence North 00°03'11" West for 842.50 feet to the South line of Lot 252, BARRINGTON PARK;

Thence North 64°30'50" East for 164.95 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 67°32'37" East for 358.79 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 76°29'53" East for 46.11 feet along the South line of Lot 252, BARRINGTON PARK;

Thence North 76°37'00" East for 141.10 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 66°23'39" East for 150.56 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 84°02'34" East for 145.41 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 55°03'57" East for 153.66 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 78°20'34" East for 106.41 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 48°20'49" East for 149.84 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 49°16'21" East for 230.11 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 70°49'43" East for 153.95 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 58°10'12" East for 187.84 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 18°25'30" East for 81.99 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 73°12'45" East for 153.58 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 88°08'02" East for 122.08 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 51°46'18" East for 120.17 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence North 82°28'53" East for 187.38 feet to an angle point in the South line of Lot 252, BARRINGTON PARK;

Thence South 55°00'32" East for 147.08 feet to the Southeast corner of Lot 252, BARRINGTON PARK;

Thence North 19°37'14" East for 118.59 feet along the East line of Lots 252 and 32 to a point of curvature in said Lot 32, BARRINGTON PARK;

Thence along a curve to the right (having a radius of 354.04 feet and a long chord bearing North 50°12'52" East for 360.09 feet) for an arc length of 377.76 feet along the Southeast line of Lots 29, 31 and 32, BARRINGTON PARK to

the Northwest corner of the right-of-way of U.S. Highway #6;

Thence South  $21^{\circ}54'05''$  West for 417.07 feet along the North right-of-way line of U.S. Highway #6;

Thence South  $14^{\circ}08'10''$  West for 206.16 feet along the North right-of-way line of U.S. Highway #6;

Thence South  $00^{\circ}06'00''$  West for 115.00 feet along the North right-of-way line of U.S. Highway #6;

Thence South  $72^{\circ}48'58''$  West for 489.58 feet along the North right-of-way line of U.S. Highway #6;

Thence North  $85^{\circ}45'50''$  West for 601.69 feet along the North right-of-way line of U.S. Highway #6;

Thence South  $81^{\circ}24'58''$  West for 404.47 feet along the North right-of-way line of U.S. Highway #6;

Thence South  $89^{\circ}56'49''$  West for 500.00 feet along the North right-of-way line of U.S. Highway #6;

Thence South  $85^{\circ}22'07''$  West for 313.20 feet along the North right-of-way line of U.S. Highway #6 to the Point of Beginning.

Contains 48.47 acres.

EXHIBIT B

That part of the Southwest Quarter of Section 15, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of the said SW 1/4 of Section 15;

Thence South 89°56'49" West (bearing referenced to the final plat of Barrington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 1483.44 feet along the South line of the said SW 1/4 of Section 15;

Thence North 04°22'36" West for 60.29 feet to the existing North right of way line of U.S. Highway #6 and the South line of Lot 252, Barrington Park;

Thence North 89°56'49" East for 323.26 feet along the said South line of Lot 252, Barrington Park to an angle point in new North ROW line of said U.S. Highway #6;

Thence North 08°32'28" East for 139.27 feet to an angle point in the North ROW line of U.S. Highway #6 and the Southeast line of Lot 252, Barrington Park;

Thence North 36°21'51" East for 49.41 feet along the Southeast line of Lot 252, Barrington Park to the TRUE POINT OF BEGINNING;

Thence continuing North 36°21'51" East for 299.05 feet to an angle point in the Southeast line of Lot 252, Barrington Park;

Thence North 44°17'43" East for 303.40 feet to an angle point in the Southeast line of Lot 252, Barrington Park;

Thence North 54°41'29" East for 280.90 feet to an angle point in the Southeast line of Lot 252, Barrington Park;

Thence North 64°30'50" East for 227.64 feet along the Southeast line of Lot 252, Barrington Park;

Thence South 00°03'11" East for 842.43 feet to the new right of way line of U.S. Highway #6;

Thence North 86°34'43" West for 782.00 feet to an angle point in the new right of way line of U.S. Highway #6;

Thence North 00°03'11" West for 75.00 feet to an angle point in the new right of way line of U.S. Highway #6;

Thence North 86°41'28" West for 44.09 feet along the new right of way line of U.S. Highway #6 to the point of beginning.



### LEGAL DESCRIPTION

That part of the South  $\frac{1}{4}$  of Section 15, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows, commencing at the SW corner of the SE  $\frac{1}{4}$  of said Section 15; thence N00°07'03"W (the South line of said SE  $\frac{1}{4}$  assumed S89°54'24"E in direction) 95.00 feet to an angle point on the North line of U.S. Highway No. 6 and the point of beginning, thence N86°36'41"W 292.55 feet on the North line of U.S. Highway No. 6; thence N00°03'06"W 842.49 feet to a point on the South line of Lot 252, Barrington Park, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence N64°30'50"E 164.95 feet on the South line of said Lot 252; thence N67°32'37"E 358.79 feet on the South line of said Lot 252; thence N76°29'53"E 51.14 feet on the South line of said Lot 252; thence S07°14'29"E 73.97 feet; thence Northeasterly on a 635.00 foot radius curve to the right, chord bearing N89°10'51"E, chord distance 19.30 feet, an arc distance of 19.30 feet to a point of tangency; thence S89°56'55"E 304.39 feet to a point of curve; thence Southeasterly on a 385.00 foot radius curve to the right, chord bearing S73°21'06"E, chord distance 219.94 feet, an arc distance of 223.05 feet to a point of tangency; thence S56°45'16"E 408.67 feet to a point of curve; thence Southeasterly on a 565.00 foot radius curve to the left, chord bearing S73°21'05"E, chord distance 322.77 feet, an arc distance of 327.33 feet to a point of tangency; thence S89°56'55"E 131.99 feet to a point of curve; thence Southeasterly on a 535.00 foot radius curve to the right, chord bearing S80°50'21"E, chord distance 169.40 feet, an arc distance of 170.12 feet to a point of tangency; thence S71°43'47"E 260.00 feet; thence N18°16'13"E 10.00 feet; thence S85°41'18"E 171.96 feet; thence N19°38'26"E 36.46 feet to the South line of Lot 252 said Barrington Park, thence S55°03'40"E 5.18 feet on the South line of said Lot 252; thence N19°38'26"E 118.48 feet on the Southeasterly line of Lots 252 and 32 said Barrington Park; thence Northeasterly on the Southeasterly line of Lots 32, 31 and 29 said Barrington Park on a 354.04 foot radius curve to the right, chord bearing N50°12'28"E, chord distance 360.09 feet, an arc distance of 377.76 feet to the Northerly line of U.S. Highway No. 6; thence Southerly and Westerly on the Northerly line of U.S. Highway No. 6 on the following described eight courses; thence S21°53'59"W 417.07 feet; thence S14°08'04"W 206.16 feet; thence S00°05'55"W 115.00 feet; thence S72°48'55"W 489.57 feet; thence N85°45'51"W 601.67 feet; thence S81°24'56"W 404.46 feet; thence S89°56'48"W 499.99 feet; thence S85°22'05"W 313.19 feet to the point of beginning

### **EXCEPT THAT PART DESCRIBED AS FOLLOWS:**

Commencing at the SW corner of the SE  $\frac{1}{4}$  of said Section 15; thence N00°07'03"W (the South line of said SE  $\frac{1}{4}$  assumed S89°54'24"E in direction) 95.00 feet to an angle point on the Northerly line of U.S. Highway No. 6; thence N86°36'41"W 62.13 feet on the Northerly line of U.S. Highway No. 6; thence N00°03'12"W 86.27 feet to the point of beginning; thence Northwesterly on a 165.00 foot radius

**Exhibit "C"**

curve to the right, chord bearing N45°03'09"W, chord distance 233.35, feet an arc distance of 259.19 feet to a point of tangency; thence N00°05'06"W 411.38 feet to a point of curve, thence Northeasterly on a 165.00 foot radius curve to the right, chord bearing N33°23'19"E, chord distance 181.85 feet, an arc distance of 192.60 feet to a point of tangency; thence N66°49'44"E 185.66 feet to a point of curve; thence Northeasterly on a 565.00 foot radius curve to the right, chord bearing N78°26'25"E, chord distance 227.44 feet, an arc distance of 229.00 feet to a point of tangency; thence S89°56'55"E 304.39 feet to a point of curve; thence Southeasterly on a 315.00 foot radius curve to the right, chord bearing S73°21'06"E, chord distance 179.95 feet, an arc distance of 182.49 feet to a point of tangency; thence S56°45'16"E 408.67 feet to a point of curve, thence Southeasterly on a 635.00 foot radius curve to the left, chord bearing S73°21'05"E, chord distance 362.76 feet, an arc distance of 367.89 feet to a point of tangency; thence S89°56'55"E 131.99 feet to a point of curve, thence Southeasterly on a 465.00 foot radius curve to the right, chord bearing S80°50'21"E, chord distance 147.24 feet, an arc distance of 147.86 feet to a point of tangency; thence S71°43'47"E 268.10 feet to a point of curve; thence Southeasterly on a 2435.00 foot radius curve to the left, chord bearing S73°47'51"E, chord distance 175.73 feet, an arc distance of 175.77 feet to a point of tangency; thence S75°51'56"E 41.92 feet to a point of curve; thence Southeasterly on a 30.00 foot radius curve to the right, chord bearing S30°51'56"E, chord distance 42.45 feet, an arc distance of 47.12 feet to a point of tangency, thence S14°08'04"W 38.30 feet to a point of curve; thence Southwesterly on a 181.24 foot radius curve to the right, chord bearing S43°28'29"W, chord distance 177.61 feet, an arc distance of 185.62 feet to a point of tangency; thence S72°48'55"W 35.81 feet to a point of curve; thence Southwesterly on a 565.00 foot radius curve to the right, chord bearing S81°22'51"W chord distance 168.31 feet an arc distance of 168.93 feet to a point of tangency; thence S89°56'48"W 656.09 feet to a point of curve; thence Southwesterly on a 1035.00 foot radius curve to the left, chord bearing S82°57'47"W, chord distance 251.68 feet, an arc distance of 252.30 feet to a point of tangency; thence S75°58'47"W 352 feet to a point of curve; thence Southwesterly on a 965.00 foot radius curve to the right, chord bearing S82°57'48"W, chord distance 234.66 feet, an arc distance of 235.24 feet to a point of tangency; thence S89°56'48"W 782.96 feet to the point of beginning.

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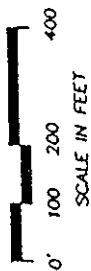
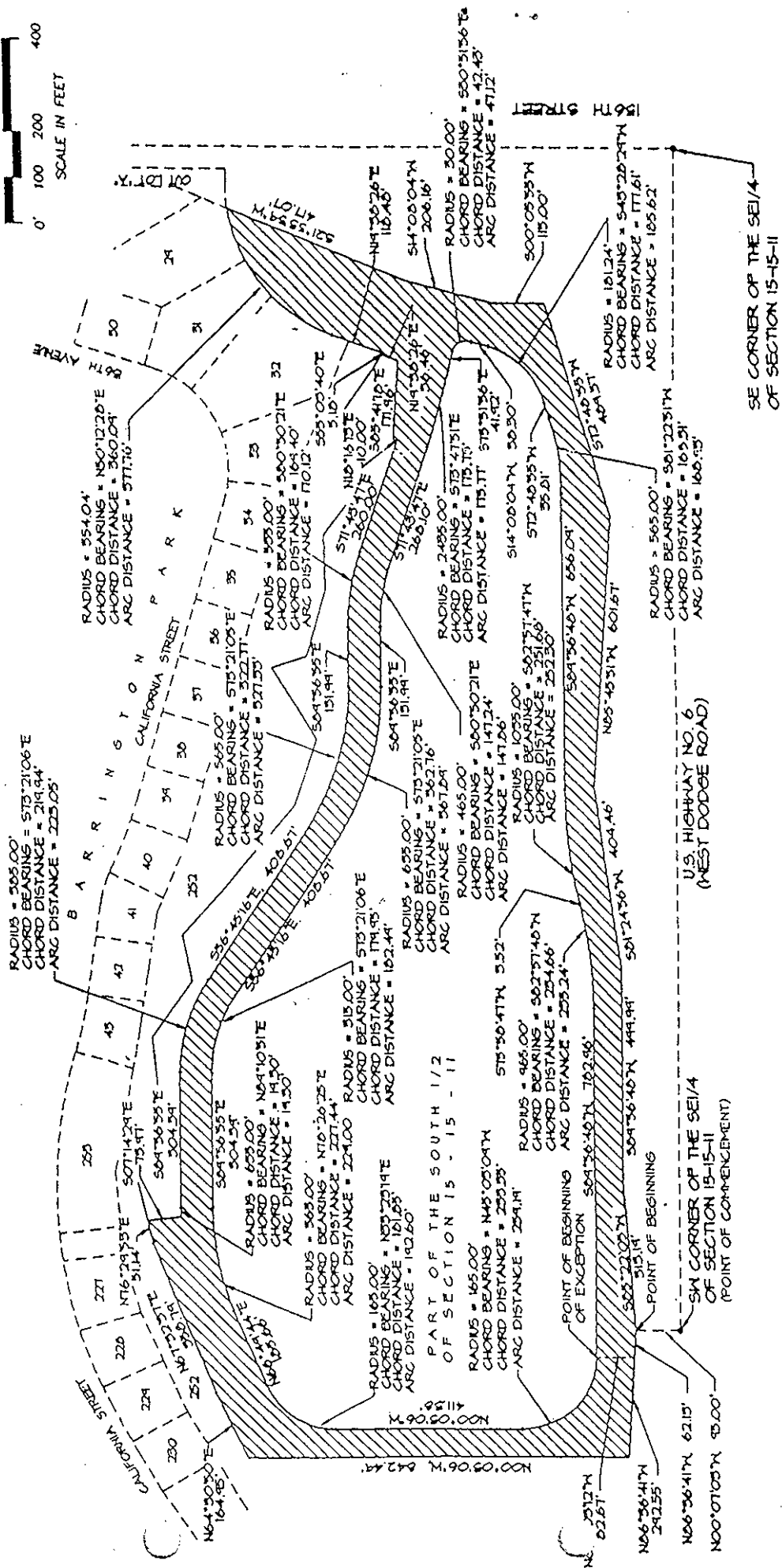


Exhibit "D"

EASEMENT AREA IS SHADED



SON, DREESSEN AND DEORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860