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RECIPROCAL DRIVEWAY EASEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into this 20 day of FEBRUARY, 2008, by and between LUND 159, L.L.C., a Nebraska limited liability company (the "Parcel A Owner"), and NEBRASKA METHODIST HEALTH SYSTEM, INC., a Nebraska nonprofit corporation (the "Parcel B Owner").

RECITALS

A. The Parcel A Owner is the owner of that certain real property situated in the City of Omaha, County of Douglas, State of Nebraska, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").

B. The Parcel B Owner is the owner of that certain real property situated in the City of Omaha, County of Douglas, State of Nebraska, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B").

C. The Parcel A Owner intends to develop Parcel A for use as an office building.

D. The parties hereto desire to impose certain easements upon the Parcels for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A), the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as legally described on Exhibit "A" and upon

Exhibit "B", that is, Parcel A, Parcel B, and any future subdivisions thereof.

- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Site Plan" shall mean that site plan of Parcel A attached hereto as Exhibit "C" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.
- (e) The term "Driveway" shall mean the driveway easement area and the related driveway improvements, paving and curbing contained therein, as depicted on the Administrative Minor Plat of West Dodge Health Campus Replat 8, and more particularly described on Exhibit "D".

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon that portion of the Parcels included in the Driveway:

- (a) A nonexclusive easement for reasonable access, ingress and egress over the Driveway, so as to provide for the passage of motor vehicles and pedestrians to and from the Parcels to the abutting public street; and
- (b) A temporary construction easement during any period of *construction of or re-construction* of the Driveway by either party, automatically terminating upon the completion of construction, under which the constructing party or its contractors may pass over and upon the Parcel of the other Owner as may be reasonably necessary for the construction or repair of the Driveway, provided that during any such construction or re-construction, vehicular and pedestrian access to the Parcels shall be maintained.

2.2 Access Opening. The opening and access point contemplated for Parcel A for use of the Driveway, as contemplated pursuant to paragraph 2.1 above, is shown on the Site Plan. The Parcel B Owner, or any successor owner of any portion of Parcel B, shall have the right to establish openings and access points at the time that Parcel B is improved. All such present and future openings and access points are hereinafter called the "Access

Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain curbing, landscaping or other improvements along the boundary line of its Parcel as permitted by applicable law and any covenants affecting such Parcel.

2.3 Reasonable Use of Easements.

- (a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Any party doing any construction or other work pursuant to a right granted herein shall, if applicable, properly backfill all excavations restore each applicable Parcel it to its/their original condition as nearly as practicable.
- (b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages,

losses, liens or claims attributable to the performance of such work.

3. Construction and Maintenance.

3.1 Construction. The Parcel A Owner shall at its own expense, construct the access drive and sidewalks shown on the Site Plan that are within the Driveway easement area in connection with its building construction on Parcel A so that such access drive is completed prior to building occupancy. Such construction shall be done in compliance with all applicable governmental standards and code requirements, and shall be completed in a manner consistent with driveways for ingress and egress at first class office buildings in Omaha, Nebraska.

3.2 Driveway maintenance. Initially, the Parcel A Owner shall operate and maintain or cause to be operated and maintained at its expense the Driveway, and all improvements thereon, in good order, condition and repair. At the time Parcel B is improved, and provided that the then Parcel B Owner utilizes the Driveway for access to Parcel B, each Parcel Owner shall operate and maintain, or cause to be operated and maintained, at its expense that portion of the Driveway located on their respective parcels and all improvements therein, in good order, condition and repair. Following the construction of improvements thereon, maintenance of Driveway shall include, without limitation, maintaining and repairing all sidewalks and the surface of the roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, removing snow, maintaining and keeping lit appropriate lighting fixtures for the adequate lighting of the roadways during normal business hours and for sixty (60) minutes thereafter, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Driveway in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Driveway to its condition prior to such damage or destruction (or with such changes as shall not conflict with the easement rights granted under this Agreement).

4. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel, with combined single limit for bodily injury and property damage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and (notwithstanding

self-insurance) naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds as to the Driveway.

5. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

6. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Parcel. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) a reciprocal easement over those portions of Parcels A and B reasonably necessary for the construction of the Driveway improvements, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for signage, drainage or utilities are granted or implied by this Agreement. The parking areas within each Parcel shall be for the exclusive use of the Owner of such Parcel, its Permittees therein, such Permittees' customers, employees, invitees, successors, assigns and sublessees.

7. Remedies and Enforcement.

7.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

7.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the Wall Street Journal prime rate charged from time to time plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

7.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be

binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

- 7.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 of this Agreement.

8. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Douglas County Register of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 9.2 hereof.

9. Miscellaneous.

- 9.1 Costs and Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication (including appeals) shall be entitled to recover its costs and, if permitted by law, reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

- 9.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Register of Deeds of Douglas County, Nebraska.

- 9.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

- 9.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 9.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 9.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Parcels benefited thereby, shall bind every Owner and/or every other person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 9.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 9.8 Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
- 9.9 Time of Essence. Time is of the essence of this Agreement.
- 9.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

- 9.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner, the Parcel B Owner are as follows:

Parcel A Owner: Lund 159, L.L.C.
 c/o Mr. John F. Lund
 Lund Company
 120 Regency Parkway
 Suite 116
 Omaha NE 68114-4301

Parcel B Owner: Nebraska Methodist Health System, Inc.
 8511 West Dodge Road
 Omaha, Nebraska 68114

- 9.12 Governing Law. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 9.13 Estoppel Certificates. Each Owner, within thirty (30) business days of its receipt of a written request from the other Owner(s) shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
- 9.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- 9.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

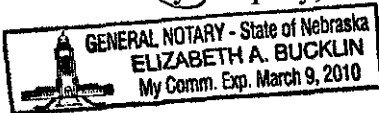
LUND 159, L.L.C.:

By: _____

John F. Lund, Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19 day of February, 2008, by John F. Lund, Manager of Lund 159, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



Notary Public

NEBRASKA METHODIST HEALTH SYSTEM, INC.:

By: _____

John M. Fraser, its President and CEO

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by John M. Fraser, President and CEO of Nebraska Methodist Health System, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LUND 159, L.L.C.:

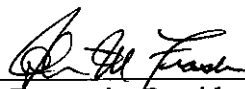
By: _____
John F. Lund, Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by John F. Lund, Manager of Lund 159, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.

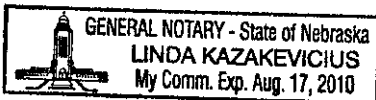
Notary Public

NEBRASKA METHODIST HEALTH SYSTEM, INC.:

By: 
John M. Fraser, its President and CEO

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of February, 2008, by John M. Fraser, President and CEO of Nebraska Methodist Health System, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.




Notary Public

EXHIBIT A
PARCEL A LEGAL DESCRIPTION

Lot One (1), West Dodge Health Campus Replat 8, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

EXHIBIT B
PARCEL B LEGAL DESCRIPTION

Lots Two (2) and Three (3), West Dodge Health Campus Replat 8, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

EXHIBIT D
DRIVEWAY EASEMENT

