



BK 1465 PG 505-510



MISC 2002 23835

RICHARD W. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 OCT -4 AM 8:02

RECEIVED

July 26, 2002

JOINT UTILITY EASEMENT

Doc.#
FEE 38.00 PG M1-23835
No BKP C/O COMP BLD
DEL SCAN CR FV

LEGACY DEVELOPMENT, L.L.C.

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 56, 57, 58, 59, 60, 63, 68, 69, 87, 88, 89, 90, 91, 92, 93, 94, all in Legacy
Addition, an addition as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, a permanent utility easement to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over through, under and across the following described real estate, to wit:

(See attached Exhibits "A", "B", "C", "D" for sketch of easement locations.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 20th day of August, 2002.

OWNERS SIGNATURE(S)

LEGACY DEVELOPMENT, L.L.C.

LEGACY DEVELOPMENT, L.L.C.

By: MEMBER

By: MEMBER

By: MEMBER

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF Douglas

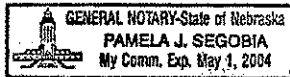
On this 29 day of AUGUST, 2002, before me the undersigned, a Notary Public in and for said County, personally came

Jeff Johnson
MANAGING member Legacy Development, LLC

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Pamela J. Segobia
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF Douglas

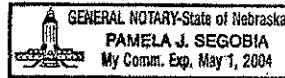
On this 29 day of AUGUST, 2002, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Kevin Irish and MANAGING member
Paul McCune Legacy Development LLC

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Pamela J. Segobia
NOTARY PUBLIC





BK 1412 PG 570-579



MISC 2001 20358

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 DEC 12 PM 12:14

RECEIVED

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LEGACY, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by LEGACY DEVELOPMENT, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 32 through 95, inclusive in Legacy, a mixed use subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "lots" and individually as each "Lot".

The residential Lots are located in Legacy, a mixed use subdivision situated south of West Center Road and west of 168th Street in Douglas County, Nebraska, and herein referred to as "Legacy".

The Declarant desires to provide for the preservation of the values and amenities of Legacy, for the maintenance of the character and residential integrity of Legacy, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Legacy.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms.

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility or for a park.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, tree house, antenna, satellite receiving station or "discs", solar heating or cooling device, tool shed, wind mill, sunscreen, clothes line or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

a. An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address and/or fax number. One set of architectural plans will be returned to the builder. No surveyor certificates will be distributed until final plan approval has been given.

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b. Declarant shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decisions to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of a proposed Improvement shall be mailed or faxed to the owner at the address and/or fax number specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed two and one-half stories in height. Developers reserve the right to approve the construction of a carriage house on any one residential Lot. A minimum three (3) car garage is required. Side load garages are mandatory unless otherwise approved in writing by the Developer.

4. Minimum MAIN LEVEL Square Footage Requirements shall be as follows:

a.	Ranch	2,600 sf
b.	1 ½ Story	2,200 sf
c.	Two Story	2,000 sf on the main level

5. Setbacks for residential lots in Legacy, Zoned R-4, have been established based on lot location within the subdivision are outlined below:

SETBACKS:

- Minimum of 35' front setback for Lots 39-46, 55 and 81. All remaining lots will have a 45' front yard setback. A minimum 35' front yard setback is required for porticos constructed on lots with a 45' front setback.
- Interior side yard setbacks are a minimum of 12'
- Side yard facing a street is a minimum of 20'
- Owner of a Lot with existing trees must develop a site plan, for Declarant's review and approval, that retains as many trees as possible. Declarant may allow modifications to front, back and side yard setbacks if it is deemed necessary by Declarant.

6. All exposed foundation walls must be constructed of or faced with brick or stone or alternative as approved by the Declarant. All exterior front walls of all main residential structures must be substantially covered with brick or stone. All exterior side walls that are not covered with brick or stone must have horizontal siding or E.I.F.S. (Exterior Insulation Finish System). Approved colors for all other exterior materials of any improvement shall be of white, off-white or earth tone. No vinyl or aluminum siding will be permitted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. No asphalt driveways will be approved. Driveway approaches must have a curb cut. Curb grinding is not approved. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. The roof of all Improvements shall be covered with wood cedar shakes or earth tone tile, red clay tile or slate as approved by Declarant. Hardboard, pressed wood, bonded wood, and the like will not be approved by Declarant for coverage of any roof. All tie walls must be of brick, concrete, concrete pavers or other approved interlocking materials. No wood/railroad tie walls will be allowed.

7. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

8. No exterior television or radio antenna, satellite receiving disc, or exterior solar heating or cooling device of any sort shall be permitted on any Lot, except that DSS format receiving discs may be approved by Declarant if the disc element is less than twenty (20) inches in diameter, not visible by public view and properly screened.

9. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles that are necessary for the construction of residential dwellings or other Improvements during the period of construction. All Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

11. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

12. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

13. The Declarant shall establish a uniform design for brick and wrought iron fences on all Lots with such uniform design to consist exclusively of wrought iron and/or wrought iron and brick columns

4

unless another design or material is approved in writing by the Declarant. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant. No chain link or wooden fences will be approved.

14. No swimming pool may extend more than one foot above ground level. Plans must be submitted for written approval by the Developer.

15. Construction of any Improvement shall commence within fourteen (14) months of closing of the residential Lot and be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement. No dirt shall be brought on to any Lot to changes the grades established by the Declarant other than as may be consistent with a landscaping plan approved by Declarant.

16. Commencing with completion of construction of any Improvement on a Lot, a public sidewalk constructed of concrete five (5) feet wide by four (4) inches thick in a location and design as directed by the Declarant shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed a minimum of five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

17. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

18. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot unless written approval of Declarant.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

21. No structure of a temporary character, carport, detached garage, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved from outside Legacy to any Lot without the written approval of Declarant.

22. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

22. All mailboxes in Legacy will be identical in design and will match that of the entry monuments.

ARTICLE II. HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of LEGACY HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Legacy, including:

a. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Legacy. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property, or on property dedicated to a Sanitary Improvement District.

b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common facility.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Legacy; and the protection and maintenance of the residential character of Legacy.

2. Membership and Voting. Legacy initially contains sixty-four (64) single family residential Lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchase of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Subdivision Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association, except that Declarants shall have five (5) votes for each lot owned until the total number of lots owned by non-Declarants equals 80% of the total number of lots included in the Association, at which time all lots shall be entitled to one vote.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
 - b. A permanent maintenance and construction easement along the rear lot line of Lots 32 through 35 which back up to the lake area.
 - c. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Legacy.
 - d. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
 - e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
 - f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
 - g. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
 - h. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
 - i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
 - j. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
 - k. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
1. Mandatory Duties of the Association. The Association shall maintain and repair the fences and signs which have or will be installed by Declarant in Legacy, in good repair and neat condition.
2. Imposition of Dues and Assessments. The Association may fix, levy and charge the owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.
3. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Subdivision

Lot, and shall abate all dues and assessments due in respect of any Subdivision Lot during the period such Subdivision Lot is owned by the Declarant.

4. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the association as to the amount of any unpaid assessments or dues.

5. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

6. Annual Dues. The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

7. Assessment for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per division Lot.

8. Excess Dues and Assessments. With the approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

9. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may be abated as to individual Subdivision Lots, as provided in Section 5, above.

10. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Subdivision Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

11. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Subdivision Lot. The mortgagee of any Subdivision Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to

such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

12. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Subdivision Lot shall not affect or terminate the dues and assessment lien.

ARTICLE III. EASEMENTS AND DEDICATIONS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest telephone company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 459 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

In the event that ninety percent (90%) of all Lots within the Subdivision are not improved within five (5) years after the date on which Qwest files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by Qwest and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Qwest

sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

4. Other easements are provided for in the final plat of Legacy subdivision which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2180, Page 570).

5. Declarant shall dedicate by way of a warranty deed Outlots B, C, D, E, F, G, and H to the Legacy Homeowners' Association.

ARTICLE IV.
GENERAL PROVISIONS

Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Legacy Development, L.L.C., a Nebraska limited liability company, or any person, firm, corporation, partnership, or entity designated in writing by Legacy Development, L.L.C., a Nebraska limited liability company for a period of five (5) years from the date hereof. Amendments made to this Declaration by Declarant shall be in a manner that is reasonably consistent with and generally upholds the intended character of the subdivision. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than sixty percent (60%) of the Lots covered by this Declaration.

Legacy Development, L.L.C., a Nebraska limited liability company, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 9th day of August, 2001.

LEGACY DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Declarant"

By: 
Jeffrey W. Johnson, Managing Member

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS



BK 1374 PG 333-334



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REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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EASEMENT-INDIVIDUAL(GENERAL-page 1)

PROJECT: 275-7(149)

C.N.: 20256A

TRACT: 9

KNOW ALL MEN BY THESE PRESENTS:

THAT UTOPIA, L.L.C.

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **SIX THOUSAND ONE HUNDRED FORTY AND NO/100-----(\$6,140.00)----- DOLLARS** in hand paid does hereby grant and convey unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns the following described permanent easement for the purpose of HIGHWAY CONSTRUCTION AND MAINTENANCE and the subsequent maintenance of same, situated in DOUGLAS County, and State of Nebraska, to-wit;

A TRACT OF LAND FOR HIGHWAY CONSTRUCTION AND MAINTENANCE PURPOSES LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 17.23 METERS (56.52 FEET) ALONG SAID LINE TO A POINT ON THE SOUTHERLY WEST CENTER ROAD RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 087 DEGREES, 53 MINUTES, 12 SECONDS RIGHT, A DISTANCE OF 154.05 METERS (505.43 FEET) ALONG SAID RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 000 DEGREES, 05 MINUTES, 21 SECONDS LEFT, A DISTANCE OF 178.42 METERS (585.38 FEET) TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS A DISTANCE OF 65.54 METERS (215.02 FEET); THENCE WESTERLY DEFLECTING 016 DEGREES, 25 MINUTES, 53 SECONDS RIGHT, A DISTANCE OF 63.01 METERS (206.71 FEET) TO A POINT ON THE SOUTHERLY WEST CENTER ROAD RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 014 DEGREES, 49 MINUTES, 58 SECONDS LEFT, A DISTANCE OF 23.53 METERS (77.20 FEET) ALONG SAID RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 167 DEGREES, 24 MINUTES, 21 SECONDS LEFT, A DISTANCE OF 102.38 METERS (335.91 FEET); THENCE EASTERLY DEFLECTING 021 DEGREES, 42 MINUTES, 18 SECONDS LEFT, A DISTANCE OF 50.67 METERS (166.23 FEET) TO THE POINT OF BEGINNING CONTAINING 543.51 SQUARE METERS (5850.28 SQUARE FEET), MORE OR LESS.

Return to: Daryl Behrends
Nebraska Dept. of Roads- R.O.W. Div.
1500 Hwy 2, Box 94759
Lincoln, NE 68509-4759

EASEMENT-INDIVIDUAL(GENERAL-page 2)

PROJECT: 275-7(149)

C.N.: 20256A

TRACT: 9

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to his, her or their heirs, successors and assigns.

Duly executed this 10TH day of OCTOBER, 2000.

STATE OF Nebraska,
Douglas County) ss.

On this 10TH day of October, A.D., 2000,
 before me, a General Notary Public, duly
 commissioned and qualified, personally came
Jeff Johnson and

to me known to be the identical person whose
 name affixed to the foregoing instrument
 as grantor and acknowledged the same to be a
 voluntary act and deed.

WITNESS my hand and Notarial seal the day
 and year last above written.

My commission expires the 9th day of November, 2003



STATE OF Nebraska,
Douglas County) ss.

On this 10th day of October, A.D., 2000,
 before me, a General Notary Public, duly
 commissioned and qualified, personally came
Kevin Irish

to me known to be the identical person whose
 name affixed to the foregoing instrument
 as grantor and acknowledged the same to be a
 voluntary act and deed.

WITNESS my hand and Notarial seal the day
 and year last above written.

My commission expires the 9th day of November, 2003



EASEMENT AND COVENANTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 17th day of January, 1992, by and among CHILDRENS MEMORIAL HOSPITAL FOUNDATION ("Childrens"), IMMANUEL MEDICAL CENTER, INC., Formerly Known as Immanuel Inc. ("Immanuel"), and THE STATE OF NEBRASKA, acting by and through the Nebraska Department of Roads ("State").

W I T N E S S E T H:

WHEREAS, Childrens is the owner of the real estate described on Exhibit "A" attached hereto (the "Childrens Property"); and

WHEREAS, the Childrens Property is currently unimproved but Childrens contemplates extensive improvement and development of the Childrens Property in the future; and

WHEREAS, Immanuel is the owner of the real estate described on Exhibit "B" attached hereto (the "Immanuel Property"); and

WHEREAS, the Immanuel Property is currently unimproved but Immanuel contemplates extensive improvement and development of the Immanuel Property in the future; and

WHEREAS, State is the owner of the real estate described on Exhibit "C" attached hereto (the "State Property"); and

WHEREAS, the State Property is improved with, and is currently used as, State Highway 92 also known as West Center Road (the "Highway"); and

WHEREAS, the Childrens Property includes two natural drainage ways by which certain excess surface water run off from the Immanuel Property and the State Property as these properties presently exist in an undeveloped state or are hereafter developed

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and improved (the "Surface Water Run Off") drains naturally to, across and through the Childrens Property (the "Drainage Ways") and onto the property located to the South of the Drainage Ways commonly known as Dam Site #18; and

WHEREAS, the Drainage Ways are generally depicted on Exhibit "D" attached hereto and labelled thereon (and are hereby defined as) the "West Drainage Way" and the "East Drainage Way"; and

WHEREAS, the parties hereto mutually desire that:

- (a) the Highway should be widened and improved with such medians, median breaks, access points, turn lanes, acceleration and deceleration lanes, traffic controls, the Storm Sewer Diversion Line (as hereafter defined), and such other improvements (collectively the "Highway Improvements"), in accordance with such plans and specifications therefor, and with such sharing of the costs thereof, as the parties have agreed to in certain agreements designated as Right of Way Contract (Control of Access) and Right of Way Contract (Permanent Easement) executed between Immanuel and State and between Childrens and State, all dated November 19, 1991, and
- (b) Immanuel and State should terminate, relinquish and release any and all rights and interests they may have in and to the East Drainage Way (except for and reserving in State the existing limited right of natural drainage along the south slope of the Highway), and
- (c) no further Surface Water Run Off should flow to, on, across or through the East Drainage Way (except for and reserving in State the existing limited right of natural drainage along the south slope of the Highway), and
- (d) Childrens should be permitted to grade, fill, develop and/or otherwise effect such improvements on or over the East Drainage Way as Childrens desires subject to the terms and provisions hereinafter set forth, and
- (e) Immanuel should terminate, relinquish and release any and all rights and interests it may have in and

to the West Drainage Way in exchange for the specific grant to Immanuel and State of a permanent drainage easement by Childrens over the West Drainage Way, and

- (f) an artificial drainage way and/or buried storm sewer should be constructed by State along the south property line of the Immanuel Property and/or the north property line of the State Property to take the Surface Water Run Off to the West Drainage Way (the "Storm Sewer Diversion Line"), and
- (g) Childrens and Immanuel should release any claims against State and indemnify State with respect to certain matters relating to the Storm Sewer Diversion Line.

NOW THEREFORE, in consideration of the foregoing recitals, which recitals are hereby incorporated by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Construction of Storm Sewer Diversion Line. State covenants and agrees to construct the Storm Sewer Diversion Line in conjunction with, and conditioned upon, the construction of the other Highway Improvements and to finally complete construction of the Storm Sewer Diversion Line no later than December 31, 1994. The cost of the Storm Sewer Diversion Line shall be shared among the parties hereto in accordance with the cost sharing arrangements agreed to in conjunction with the Highway Improvements. Childrens shall not be obligated or responsible for the cost of any, repair or replacement of the existing culvert located under the State Property leading from the State Property and the Immanuel Property to the West Drainage Way (the "Existing Culvert").

2. Permanent Easement Grants. Subject to the terms of this Agreement, Childrens, for itself and its successors and assigns, hereby grants and conveys to Immanuel and State, and their respective successors and assigns, a permanent fifty feet (50') wide, nonexclusive easement over that part of the West Drainage Way described on Exhibit "E" attached hereto (the "Easement Area") for the purpose of providing drainage of the Surface Water Run Off commencing with, and as of the date of State's completion of construction of the Storm Sewer Diversion Line (the "Completion Date") and continuing in perpetuity thereafter. Childrens, its successors and assigns, shall not, without the prior written consent of Immanuel and State, or all the then owners of the Immanuel Property and the State Property, take any action directly or indirectly or permit any other party to take any action with respect to the Easement Area which would at any time impede or otherwise adversely affect or interfere with the flow of Surface Water Run Off to, through, across or under the Easement Area and onto the property located to the south of the Easement Area commonly known as Dam Site #18; provided however, nothing herein contained shall prevent or preclude Childrens, its successors and assigns, from constructing and laying a storm sewer under the Easement Area or otherwise within the Easement Area to adequately accommodate the Surface Water Run Off. Childrens, for itself and its successors and assigns, covenants and agrees that all such construction and improvements installed by Childrens within the Easement Area shall comply with all applicable City of Omaha Codes

and the laws of the State of Nebraska and shall be completed at the sole cost and expense of Childrens, its successors and assigns, and all such construction and improvements installed by Childrens shall in perpetuity be repaired and maintained by Childrens, its successors and assigns.

Childrens shall have the right at its sole cost and expense to reasonably relocate the Easement Area to some other location on the Childrens Property provided that in no event shall such relocation impede or otherwise adversely affect or interfere with the flow of the Surface Water Run Off to, through, across or under the Easement Area as relocated and onto the property located to the south of the Easement Area commonly known as Dam Site #18. In the event of such relocation, Childrens shall, at its sole cost and expense, cause all those improvements then existing in the Easement Area and reasonably required to adequately accommodate the flow of the Surface Water Run Off in accordance with this Agreement to be reconstructed in the Easement Area as relocated. Childrens covenants and agrees to indemnify and hold harmless Immanuel from and against any and all liability, losses, damages, costs and expenses caused to Immanuel by such relocation.

3. Termination and Relinquishment of East and West Drainage Ways. Immanuel and State, for themselves and their successors and assigns, hereby terminate, relinquish and release any and all rights and interests of any kind or nature in and to the East Drainage Way commencing with and as of the Completion Date, except for and reserving in State the existing limited right of natural

drainage along the south slope of the Highway. Without limiting the foregoing, from and after the Completion Date, no Surface Water Run Off shall be permitted to flow to, on, through or across the East Drainage Way. Immanuel, for itself and its successors and assigns, hereby further terminates, relinquishes and releases any and all rights and interests of any kind or nature in and to the West Drainage Way commencing with and as of the Completion Date except for and excluding the permanent easements and rights hereinabove granted by Childrens to Immanuel and State over the Easement Area.

4. Immanuel's Covenants and Restrictions. Immanuel, for itself and its successors and assigns, hereby covenants and agrees with Childrens, and its successors and assigns, as follows:

- (a) Immanuel agrees that its future development of the Immanuel Property will be consistent with Omaha City Codes and Nebraska law and if such future development creates excessive additional Surface Water Run Off that is in such quantities that violates applicable Omaha City Codes and Nebraska law governing discharges from the Immanuel Property and requiring Immanuel to reduce the excessive additional Surface Water Run Off to bring it in compliance with such Omaha City Codes and Nebraska law, then in that event Immanuel shall at its cost take one or any combination of the following actions to bring it into compliance: (i) develop a water retention system on the Immanuel Property or effect as necessary such other improvements on the Immanuel Property; (ii) modify or replace the Existing Culvert and/or install a second culvert on the State Property parallel to the Existing Culvert subject to compliance with applicable State permit requirements; (iii) construct or effect such additional improvements on the Childrens Property including but not limited to the reconstruction and/or modification of the storm sewer system installed within the Easement Area.

In the event of any violation by Immanuel of, or the failure of Immanuel to observe and perform, the covenants and agreements contained in Paragraph 4(a) and such failure or violation continues for a period of ninety (90) days after notice thereof from Childrens to Immanuel, Immanuel shall be liable to Childrens thereafter for any and all costs, damages and expenses suffered, sustained or incurred by Childrens as a result thereof, provided however, that if such failure or violation cannot by its nature be cured within said ninety (90) day period, Immanuel shall not be liable to Childrens if Immanuel has commenced to cure such failure to perform or violation within said ninety (90) day period and if Immanuel thereafter proceeds diligently and with continuity to cure such failure or violation and completes the cure of such failure or violation within two hundred seventy (270) days after notice from Childrens. This provision shall not limit in any manner whatsoever any of the remedies Immanuel may have against any other parties other than Childrens.

- (b) Notwithstanding any other provision of this Agreement, Immanuel shall not cause any of the Surface Water Run Off or any other discharge from the Immanuel Property flowing on, across or through the Easement Area to include, contain, or be contaminated with, any hazardous waste, or hazardous, dangerous or toxic substance or material or any oil (within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act of 1975, the Resources Conservation and Recovery Act of 1976, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to the protection of the environment or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect).

In the event of any violation by Immanuel of, or the failure of Immanuel to observe and perform, the covenants and agreements contained in Paragraph 4(b) and such failure or violation continues for a period of ninety (90) days after notice thereof from Childrens to Immanuel, Immanuel shall be liable to Childrens for any and all costs, damages and expenses suffered, sustained or incurred by Childrens as a result thereof, provided however, that if such failure or violation cannot by its nature be cured within said ninety (90) day period, and Immanuel has commenced to cure such failure to perform or violation within said ninety (90) day period and if Immanuel thereafter proceeds diligently and with continuity to cure such failure or violation and completes the cure of such failure or violation within two hundred seventy (270) days after notice from Childrens, such failure or violation shall not be deemed a breach by Immanuel of this Agreement. This provision shall not limit in any manner whatsoever any of the remedies Immanuel may have against any other parties other than Childrens.

5. Childrens' Covenants. Childrens, for itself and its successors and assigns, hereby covenants and agrees with Immanuel and its successors and assigns, as follows:

- (a) In the event Immanuel elects to make any of the culvert modifications referenced in Paragraph 4(a)(ii) of the Agreement, Childrens will grant to Immanuel whatever temporary construction and permanent easements on the Childrens Property as are reasonably required by Immanuel in order to complete the construction and permanent installation of the culvert modifications.
- (b) In the event Immanuel elects to construct or effect additional improvements on the Childrens Property as referenced in Paragraph 4(a)(iii) of the

Agreement, then in that event Childrens will grant to Immanuel such temporary construction easements and permanent easements on the Childrens Property, as are reasonably required by Immanuel, in order to complete the construction and permanent installation of the additional improvements thereon. If Childrens deems it appropriate to have any construction and installation of improvements installed on Childrens Property in addition to the foregoing construction and improvements of Immanuel thereon, then Childrens agrees to complete them at its sole cost and expense. All construction and improvements installed within the Easement Area by Immanuel shall in perpetuity be repaired and maintained by Immanuel. All construction and improvements installed within the Easement Area by Childrens shall in perpetuity be repaired and maintained by Childrens.

6. State's Covenants. State hereby covenants and agrees with Immanuel and its successors and assigns as follows:

- (a) In the event Immanuel elects to make any of the culvert modifications referenced in Paragraph 4(a)(ii) of the Agreement, State will issue to Immanuel a permit to perform the work subject to Immanuel's complying with all applicable State permit requirements in order to complete the construction and permanent installation of the culvert modifications.

7. Indemnification. Childrens and Immanuel hereby waive, release and discharge State of and from any and all manner of actions, causes of action, suits, claims and demands whatsoever, whether at law or in equity relating to the claim that the construction of the Storm Sewer Diversion Line by State resulted in any unlawful diversion of the otherwise natural flow of Surface Water Run Off from the Immanuel Property and the State Property and jointly and severally indemnify, and agree to hold harmless, State from and against any and all liability, loss, damage, cost and expense (including reasonable attorney, accountant and other

professional fees and disbursements) sustained, suffered or incurred by State arising from a claim that the construction of the Storm Sewer Diversion Line by State resulted in the unlawful diversion of the otherwise natural flow of Surface Water Run Off from the Immanuel Property and the State Property; provided however, the indemnification hereby provided to State:

- (a) shall be conditioned upon written notice from State to Childrens and Immanuel of the existence or making of such a claim and Childrens and Immanuel shall thereafter have the right to control the defense and/or settlement thereof at their sole cost, and
- (b) shall be limited solely to the foregoing claim of unlawful diversion and shall not include nor be deemed or construed to include any claims, or any liabilities, losses, damages, costs or expenses sustained, suffered or incurred by State at any time arising or resulting from the negligence of State or its contractors, agents or employees, or in any other way relating to the construction and/or repair and maintenance of the Storm Sewer Diversion Line.

8. Modification or Termination. This Agreement shall continue in full force and effect and shall only be terminated or modified by the written agreement of all of the parties hereto (or all the then owners of the Childrens Property, the Immanuel Property and the State Property) and the recording of such written agreement with the office of the Douglas County Register of Deeds.

9. No Access. Nothing herein contained shall be deemed or construed to permit Immanuel, State, or the general public access over or upon the Easement Area (except as provided in Paragraph 4(a) and 5(a) and (b)), or as a gift of the fee or dedication of the fee of any portion of the Easement Area to Immanuel, State or

the general public, and the sole purpose of the permanent easements granted hereby shall be to permit the flow of Surface Water Run Off from the Immanuel Property and the State Property, subject to the terms of this Agreement, to, on, across and through the Easement Area and onto the property located to the south of the Easement Area commonly known as Dam Site #18.

10. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

IF TO CHILDRENS: Childrens Memorial Hospital Foundation
8301 Dodge Street
Omaha, Nebraska 68124

with a copy to: John K. Boyer, Esq.
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102

IF TO IMMANUEL: Immanuel Medical Center, Inc.
6901 North 72nd Street
Omaha, Nebraska 68122

with a copy to: Charles V. Saderstrom, Esq.
Regency Westpointe
10330 Regency Parkway Drive
Omaha, Nebraska 68114

IF TO STATE: Nebraska Department of Roads
1500 Nebraska Highway 2
P.O. Box 94759
Lincoln, Nebraska 68509

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day

after dispatch if sent by air courier, or on the third business day after posting if sent by mail.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

12. Definitions. The following definitions shall be applicable:

- (a) Whenever reference is made in this Agreement to "Immanuel", it shall be deemed to refer to and include Immanuel Medical Center, Inc., its successors, transferees and assigns and any Sanitary and Improvement District formed by Immanuel under the laws of the State of Nebraska which includes within its boundaries all or any portion of the Immanuel Property.
- (b) Whenever reference is made in this Agreement to "Childrens", it shall be deemed to refer to and include Childrens Memorial Hospital Foundation, its successors, transferees and assigns and any Sanitary and Improvement District formed by Childrens under the laws of the State of Nebraska which includes within its boundaries all or any portion of the Childrens Property.

13. Effect. This Agreement shall be effective upon execution by all parties hereto and recording with the office of the Register of Deeds of Douglas County, Nebraska.

14. Perpetual Covenants and Easements Running with the Land. All of the covenants, easements, restrictions, reservations, and agreements herein provided shall be joint with the owners of the Immanuel Property, State Property and Childrens Property and each of their invitees, licensees, lessees, agents, employees, and visitors and shall be considered and construed as perpetual easements, restrictions, and covenants running with the Immanuel Property, Childrens Property and State Property and shall inure to

the benefit of and extend to and be binding upon the successors, transferees, assignees, lessees, licensees, agents, employees and visitors of each of the parties hereto the same as if they were in every case named and expressed and shall perpetually continue in full force and effect until terminated and annulled in accordance with this Agreement. Any grantee, by accepting a conveyance of any portion of the Immanuel Property, the State Property or the Childrens Property accepts the same subject to the covenants, easements, restrictions, reservations, and agreements herein contained and agrees for itself, its heirs, personal representatives, successors and assigns to be bound by each of the covenants, easements, restrictions, reservations, and agreements herein contained.

CHILDRENS MEMORIAL HOSPITAL
FOUNDATION

By: [Signature]
Title: _____

IMMANUEL MEDICAL CENTER, INC.,
Formerly Known as Immanuel Inc.

By: [Signature]
Title: Ch. of Bd.

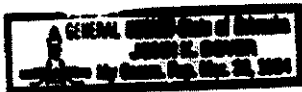
THE STATE OF NEBRASKA, acting by and
through the Nebraska Department of
Roads

By: [Signature]
Title: Right of Way Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of January, 1992, before me, a notary public in and for said county and state, personally came SEN. D. HOFFMASTER, VICE CHAIRMAN of CHILDRENS MEMORIAL HOSPITAL FOUNDATION, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said foundation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

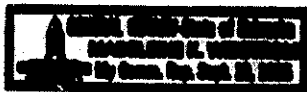


[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of January, 1992, before me, a notary public in and for said county and state, personally came Robert F. Krohn, Chairman of the Board of IMMANUEL MEDICAL CENTER, INC., Formerly Known as Immanuel Inc., known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

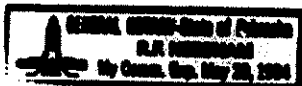


[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Lancaster) ss.

On this 16th day of January, 1992, before me, a notary public in and for said county and state, personally came John G. Brinjak, Right of Way Manager of THE STATE OF NEBRASKA, acting by and through the Nebraska Department of Roads, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said state.

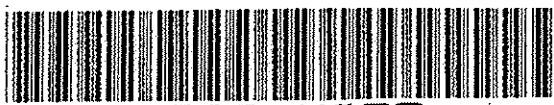
WITNESS my hand and notarial seal at in said county and state, the day and year last above written.



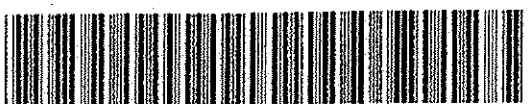
R.F. Needham
Notary Public

ALSH

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 19th day of August, 1993, by and between CHILDRENS MEMORIAL HOSPITAL FOUNDATION ("Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 367 OF DOUGLAS COUNTY, NEBRASKA ("Grantee").

1. Easement Areas. Grantor is the owner of the real estate described on Exhibit "A" attached hereto (the "Permanent Easement Area") and the real estate described on Exhibit "B" attached hereto (the "Temporary Easement Area", and with the Permanent Easement Area, the "Easement Areas").

2. Sewer System. Grantee covenants and agrees to construct and/or install upon the Permanent Easement Area, at Grantee's cost, a sanitary sewer system and related improvements and landscaping (the "Sewer System"), all as specified in, and in accordance with, those certain plans and specifications prepared by Elliott & Associates (civil and structural) and Ferris Engineering (mechanical and electrical) more particularly described on Exhibit "C" attached hereto (the "Plans and Specifications"). Grantee agrees to fully complete the construction and/or installation of the Sewer System in accordance with the Plans and Specifications and this Agreement on or before April 15, 1994, free and clear of all liens, claims and encumbrances. Grantee acknowledges and agrees that the Plans and Specifications provide for stub-ins to the Sewer System which shall benefit other real estate owned by Grantor and as more fully hereinafter set forth.

3. Temporary Easement. Subject to the terms and conditions set forth herein, Grantor grants to Grantee a nonexclusive temporary construction easement (the "Temporary Easement") over the Temporary Easement Area for, and only for, the purpose of Grantee's construction and installation of the Sewer System within the Permanent Easement Area.

4. Permanent Easement. Subject to the terms and conditions set forth herein, Grantor grants to Grantee a nonexclusive permanent easement (the "Permanent Easement") over the Permanent Easement Area for, and only for, the purpose of operating, maintaining, repairing and replacing the Sewer System.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 19th day of August, 1993, by and between CHILDRENS MEMORIAL HOSPITAL FOUNDATION ("Landlord") and SANITARY AND IMPROVEMENT DISTRICT NO. 367 OF DOUGLAS COUNTY, NEBRASKA ("Tenant").

1. Leased Premises. Subject to the terms and conditions set forth herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, for a term of Two (2) years commencing with the date hereof (the "Term"), that certain real estate described on Exhibit "A" attached hereto (the "Leased Premises").

2. Improvements. Tenant covenants and agrees to construct and/or install upon the Leased Premises, at Tenant's cost, a lift station and related improvements and landscaping (the "Improvements"), all as specified in, and in accordance with, those certain plans and specifications prepared by Elliott & Associates (civil and structural) and Ferris Engineering (mechanical and electrical) more particularly described on Exhibit "B" attached hereto (the "Plans and Specifications"). Tenant agrees to fully complete the construction and/or installation of the Improvements in accordance with the Plans and Specifications on or before April 15, 1994, free and clear of all liens, claims and encumbrances. Title to the Improvements shall vest in Landlord upon their construction and/or installation by Tenant (or any earlier termination of this Agreement) and shall thereafter constitute a part of the Leased Premises.

3. Use. Tenant may occupy and use the Leased Premises for the purpose of constructing, operating, maintaining, repairing and replacing a sanitary sewer lift station and sanitary sewer system and for no other purpose whatsoever.

4. Title and Condition. The Leased Premises are leased subject to the existing state of title, including all covenants, restrictions and conditions of record, any state of facts which an accurate survey or physical inspection of the Leased Premises may show, and all present and future laws which may be applicable to the Leased Premises or to the use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the

Leased Premises, and including but not limited to, all zoning laws, ordinances and buildings codes (collectively the "Legal Requirements"). Without limiting the foregoing, Tenant acknowledges that Tenant takes and will take the Leased Premises "AS IS" and that Landlord has not made and will not make, and shall not ever be deemed to have made, any warranty or representation, express or implied, with respect to any of the Leased Premises, including any warranty or representation as to the Improvements or their fitness, design, condition for any particular use or purpose, value, quality of material or workmanship, existence of any defect, compliance with the Plans and Specifications, merchantability, durability or operation, and all risks incident thereto shall be borne by Tenant.

5. Rent. Tenant shall pay Landlord, as annual basic rent for the Leased Premises the sum of Six Thousand Three Hundred Dollars (\$6,300.00). Landlord acknowledges receipt of the basic rent for the first year of the Term, and Tenant acknowledges that none of such basic rent shall be refundable to Tenant for any reason. Tenant shall further pay and discharge before the same become delinquent all other amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Agreement.

6. Impositions. Tenant shall, before interest or penalties are due thereon, pay and discharge all taxes of every kind and nature, including real and personal property, income, sales, use, franchise, withholding, capital gains, profits and gross receipt taxes, all charges for or respecting any easement maintained for the benefit of any of the Leased Premises, all general and special assessments, permits, levies, inspection and license fees, all water and sewer rents and charges, all charges for utility and communication services relating to any of the Leased Premises, and all other public, quasi-public or private charges, whether of a like or different nature, even if unforeseen or extraordinary, imposed or assessed against Tenant, any of the Leased Premises, or Landlord as a result of or arising in respect to the ownership of the Leased Premises by Landlord (exclusive of any federal, state or local income, excess profits or other taxes, if any, of Landlord levied or assessed on the basis of its net income).

7. Maintenance and Repair. Tenant shall at all times maintain the Leased Premises in good repair, order, condition and appearance. Without limiting the foregoing, Tenant shall promptly make all alterations, repairs or replacements of every kind and nature, whether foreseen or unforeseen, which may be required to be made upon or in connection with any of the Improvements in order to keep the Improvements fit for their intended use and maintain the Improvements in as good repair and appearance as they are on the date of their initial construction and/or installation. Landlord shall not be required to make any alterations, repairs or replacements, whether foreseen or unforeseen, or to maintain any of the Leased Premises in any way, and Tenant hereby expressly waives any right which may be provided for in any law now or hereafter in effect to make such alterations, repairs or replacements at the expense of Landlord.

8. Condemnation. Subject to the provisions of this paragraph, Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant is or may be entitled by reason of any condemnation, whether the same shall be paid or payable for Tenant's leasehold interest hereunder or otherwise; but nothing in this Agreement shall impair Tenant's right to any award or payment on account of Tenant's leasehold interest, trade fixtures, equipment or other tangible property which are not part of the Leased Premises, moving expenses or loss of business, if available, to the extent that and so long as: (i) Tenant shall have the right to make, and does make, a separate claim thereof against the condemnor, and (ii) such claim does not in any way reduce the amount of the award payable to Landlord for the condemnation of Landlord's interest in the Leased Premises. If the entire Leased Premises, or any substantial portion thereof such that the remaining portion thereof is rendered unusable for the purpose intended hereby, shall be taken by condemnation or under threat thereof, then either Landlord or Tenant may terminate this Agreement; provided, nothing contained herein shall require Landlord to return any rent theretofore paid by Tenant. In the event any insubstantial portion of the Leased Premises, such that the remaining portion thereof remains

usable for the purpose intended hereby, shall be taken by condemnation, this Agreement shall not terminate and Tenant shall restore the Leased Premises to the extent necessary to continue such use.

9. Insurance. Tenant shall maintain at its sole cost and expense the following insurance on or in connection with the Leased Premises:

- (a) Insurance against loss or damage to the Improvements by fire and other risks from time to time included under standard and additional extended coverage policies, including vandalism and malicious mischief, windstorm, explosion, earthquake and flood insurance (with respect to any of the Leased Premises located in a flood zone), in amounts not less than the actual replacement value.
- (b) General public liability insurance against claims for bodily injury, death or property damage occurring in or about any of the Leased Premises in an amount not less than \$2,000,000 for bodily injury or death for any one person, not less than \$5,000,000 for any one accident, and not less than \$1,000,000 for property damages.
- (c) Workers' compensation insurance covering all persons employed in connection with any work done on or about any of the Leased Premises for which claims for death or bodily injury could be asserted against Landlord, Tenant or any of the Leased Premises.
- (d) Such other insurance on or in connection with the Leased Premises as Landlord may reasonably require or which at any time is otherwise commonly obtained in connection with properties similar to the Leased Premises.

All insurance required by this paragraph shall be written by companies of recognized financial standing which are approved by Landlord. Such insurance policies shall name Landlord and Tenant as insured parties as their respective interests may appear. Tenant shall pay all premiums for the insurance required by this paragraph and shall renew or replace each policy and deliver to Landlord evidence of the payment of the full premium therefor at least twenty (20) days prior to the expiration date of such policy.

10. Casualty. In the event of any casualty (whether or not insured against) resulting in damage to any of the Improvements, the Term shall, notwithstanding such casualty, continue and there

shall be no abatement, reduction or return of any rent or any other sums payable by Tenant hereunder, and promptly after such casualty, Tenant shall commence and diligently pursue the restoration of the Improvements as nearly as possible to the value, condition and character immediately prior to such casualty. In the event of any insured casualty, the proceeds of any insurance policy in connection therewith shall be made available to Tenant for such restoration purposes.

11. No Liens. Tenant shall not, directly or indirectly, create, or permit to be created or remain, and shall promptly discharge or remove, any lien on any of the Leased Premises other than any charge or encumbrance created by or resulting solely from any act or omission of Landlord. Without limiting the foregoing, Tenant shall have no right to mortgage, pledge or otherwise encumber the leasehold estate created hereby. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant or to or for the benefit of the Leased Premises.

12. Alterations. Except as otherwise provided in paragraphs 2 and 7 above, Tenant shall not make any alterations to or of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

13. Indemnification. Tenant agrees to pay, protect, indemnify, save and hold harmless Landlord and its successors and assigns from and against any and all liabilities, losses, damages, penalties, costs and expenses (including all reasonable attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from:

- (a) any matter pertaining to any of the Leased Premises or the ownership, use, nonuse, occupancy, operation, condition, design, construction, maintenance, repair or replacement of any of the Improvements or the Leased Premises;
- (b) any injury to or death of any person or any loss of or damage to any property in any manner arising from the Leased Premises or from any matter described in subparagraph (a) above, or connected therewith, or occurring thereon, whether or not Landlord has or should have had knowledge or notice of the defect or

condition, if any, causing or contributing to said injury, death, loss, damage or other claim;

- (c) any violation by Tenant of any provision of this Agreement; or
- (d) the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or any other placement or release by Tenant in or on the Leased Premises of any hazardous or toxic substance, matter or waste as defined in any law, rule, regulation, statute or ordinance.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants upon notice from Landlord to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord, and Landlord will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by Tenant. The obligations of Tenant under this paragraph shall survive any termination of this Agreement.

14. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (a) any failure by Tenant to make (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law or in equity or before any administrative tribunal which has or might have the effect of preventing Tenant of complying with the provisions of this Lease) any payment of rent or other sum herein required to be paid by Tenant;
- (b) any failure by Tenant to complete the construction and/or installation of the Improvements in accordance with the Plans and Specifications on or before April 15, 1994;
- (c) any failure by Tenant to duly perform and observe, or a violation or breach of, any of the provisions hereof not otherwise specifically described in this paragraph, and the continuation of such failure, violation or breach for a period of thirty (30) days after written notice from Landlord to Tenant (provided that if the nature of such failure, violation or breach is such that it cannot be cured within such thirty day period, then such failure, violation or breach shall not be considered an Event of Default if Tenant commences the cure of same within such thirty day period and thereafter proceeds diligently and in good faith with such cure to the satisfaction of Landlord);

- (d) Tenant shall voluntarily or involuntarily be adjudicated a bankrupt or insolvent, or seek or consent to the appointment of a receiver or trustee for itself, or file a petition seeking relief under bankruptcy or similar laws of the United States or any state or other jurisdiction, make a general assignment for the benefit of creditors, or be unable to pay its debts as they mature.

Upon the occurrence of an Event of Default, Landlord shall have the right, at its option and in addition to any and all other remedies allowed by law, to do any one or more of the following without demand upon or notice to Tenant:

- (e) terminate this Agreement and all of Tenant's rights hereunder without releasing or discharging Tenant from liability for such default, or

- (f) specifically enforce this Agreement against Tenant.

15. Additional Rights of Landlord. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by law or in equity. Upon the occurrence of any Event of Default, Landlord shall have the right (but not the obligation) to perform any act required of Tenant hereunder, whether as agent for Tenant or otherwise, and the reasonable cost thereof shall be paid by Tenant to Landlord together with interest thereon at the rate of sixteen percent (16%) from the date such cost is incurred. Tenant acknowledges that time is of the essence in the performance of its obligations under this Agreement. No failure of Landlord to insist at any time upon strict performance of any provision of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall be construed as a waiver, modification or relinquishment thereof.

16. Assignment. This Agreement, and the rights of Tenant hereunder, may not be sold, assigned, transferred or conveyed, nor the Leased Premises subleased by Tenant, whether voluntarily, involuntarily or by operation of law, to anyone except The City of Omaha, Nebraska (the "City"), and then only on the condition that the City shall assume all of the obligations of Tenant hereunder,

including obligations, actual or contingent, of Tenant which may have arisen on or prior to the date of such assignment, by a written instrument delivered to Landlord at the time of such assignment. In the event of the assignment of this Agreement to the City, Landlord grants to the City the option, exercisable at any time within one (1) year after such assignment, to purchase the Leased Premises from Landlord for the total sum of One Hundred Dollars (\$100.00). Any such sale of the Leased Premises to the City shall be made "AS IS" and without warranty or representation of any kind or nature.

17. Notices. All notices, demands, requests, approvals, consents, offers, statements, and other instruments of communication required or permitted to be given pursuant to the provisions of this Agreement, shall be in writing and shall be deemed to have been given when delivered in person, by Federal Express or other 24-hour delivery service, or three (3) business days after being deposited in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the other party at its address hereinbelow set forth:

IF TO TENANT: Sanitary and Improvement District
No. 367 of Douglas County, Nebraska
1231 GOLDEN GATE DR.
PADILLON NE 68046
Attn: MR. JAMES CRIFE

IF TO LANDLORD: Childrens Memorial Hospital
8301 Dodge
Omaha, Nebraska 68114
Attn: President

WITH A COPY TO: FRASER, STRYKER, VAUGHN, MEUSEY,
OLSON, BOYER & BLOCH, P.C.
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102
Attn: Robert L. Freeman

For the purposes of this paragraph, any party may substitute its address by giving fifteen (15) days notice to the other party in the manner provided above.

18. Surrender of Leased Premises. Upon the expiration or earlier termination of this Agreement, Tenant shall peaceably leave

and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were originally received from Landlord at the commencement of this Agreement and, as to the Improvements, in the same condition as initially constructed and/or installed by Tenant, except as the same may have been repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Agreement, and except for ordinary wear and tear.

19. Risk of Loss. The risk of loss or of decrease in the enjoyment and benefit or the use of any of the Leased Premises in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, is assumed by Tenant and Landlord shall in no event be answerable or accountable therefor. Except as otherwise specifically provided in this Agreement, none of the events mentioned in this paragraph shall entitle Tenant to any abatement, reduction or return of any rent.

20. Ownership Transfer. Tenant agrees to expeditiously process (with Landlord's cooperation) an application to have the Leased Premises subdivided into a separate lot which can be conveyed by deed from Landlord to Tenant (the "Conveyance"). Tenant shall bear all costs associated with the Conveyance, including, but not limited to, professional fees of architects, surveyors and attorneys, and all administrative and recording costs. The Conveyance shall be effected by delivery of a deed to Tenant within thirty (30) days following receipt of administrative approval of the required lot split. All covenants contained in the Lease Agreement shall survive the Conveyance, and Landlord may, at its sole option, elect to require Tenant to execute such other and further covenants or instruments as it may determine, including, but not limited to, complete hold harmless and indemnification provisions coextensive with the provisions of paragraph 13 hereof.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

CHILDRENS MEMORIAL HOSPITAL
FOUNDATION

By *Jere W. Fonda*
Title:

SANITARY AND IMPROVEMENT DISTRICT NO.
367 OF DOUGLAS COUNTY, NEBRASKA

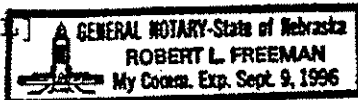
By *John C. Allen*
Title: CHAIRMAN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of August, 1993, before me, a notary public in and for said county and state, personally came Jere W. Fonda, Chairman of CHILDRENS MEMORIAL HOSPITAL FOUNDATION, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Foundation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Robert L. Freeman
Notary Public

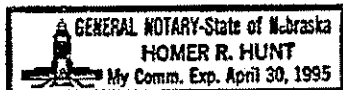
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

On this 19th day of AUG., 1993, before me, a notary public in and for said county and state, personally came JOHN C. ALLEN, CHAIRMAN of SANITARY AND IMPROVEMENT DISTRICT NO. 367 OF DOUGLAS COUNTY, NEBRASKA, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said S.I.D. 367.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Homer R. Hunt
Notary Public

RWR:ces

Exhibit "A" - Legal Description
Exhibit "B" - Plans and Specifications

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT - PARCEL "B"
CHILDREN'S MEMORIAL HOSPITAL PROPERTY

A temporary construction easement located in the northwest quarter of Section 33, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of said Section 33; thence S89°43'27"E (assumed bearing), along the north line of said Section 33, a distance of 362.41 feet; thence S00°16'33"W, a distance of 76.00 feet to a point on the south right-of-way line of U.S. Highway No. 275, said point also being the Point of Beginning; thence S85°06'26"E, along said south right-of-way line of U.S. Highway No. 275, a distance of 45.17 feet; thence S22°30'47"W, a distance of 266.11 feet; thence N18°31'45"W, a distance of 7.80 feet; thence N13°45'59"E, a distance of 249.45 feet to the Point of Beginning.

The above described tract of land contains an area of 6,248 square feet or 0.143 acres, more or less.

#85063.10
January 18, 1993

NW NW

Prepared By:
Elliott & Associates
5316 South 132nd Street
Omaha, Nebraska, 68137

5. Title and Condition. Grantee's use of the Easement Areas as permitted herein is and shall be subject to the existing state of title, including any and all other easements now or hereafter existing across or through the Easement Areas, and all covenants, restrictions and conditions of record, any state of facts which an accurate survey or physical inspection of the Easement Areas may show, and all present and future laws which may be applicable to the Easement Areas or to the use, operation, maintenance, repair or replacement of the Sewer System, and including but not limited to, all zoning laws, ordinances and buildings codes (collectively the "Legal Requirements"). Without limiting the foregoing, Grantee acknowledges that Grantor has not made and will not make, and shall not ever be deemed to have made, any warranty or representation, express or implied, with respect to any of the Easement Areas or the Sewer System, including any warranty or representation as to fitness, design, condition for any particular use or purpose, value, quality of material or workmanship, existence of any defect, compliance with the Plans and Specifications, merchantability, durability or operation, and all risks incident thereto shall be borne by Grantee.

6. Termination. Notwithstanding the foregoing, the Temporary Easement shall terminate and be of no force or effect on the thirtieth day following completion of the Sewer System. The Temporary Easement and the Permanent Easement shall terminate and be of no force or effect if the Sanitary Sewer is not fully completed by Grantee in accordance with the Plans and Specifications and this Agreement on or before April 15, 1994. The parties specifically agree that the provisions of paragraphs 8, 9, 10 and 12 shall survive any termination of this Easement Agreement.

7. Consideration. In consideration of the grant of the Temporary Easement and the Permanent Easement, Grantee hereby pays to Grantor the sum of \$16,445.00, receipt of which is hereby acknowledged by Grantor; such sum shall be nonrefundable notwithstanding any termination of the Temporary Easement and the Permanent Easement as provided herein.

8. Grantor Improvements. Upon completion of construction of the Sewer System, Grantor, its successors and assigns shall have the right to construct or cause to be constructed upon or within the Easement Areas, or grant easements, licensors or other rights respecting the Easement Areas so as to permit such roads, streets, parking areas or other pavement or concrete improvements, any gas, electric, water, storm sewer, telephone, cable, or any other type of utility lines, pipes, conduits or systems, and such landscaping as Grantor may deem necessary or appropriate in its sole discretion (collectively the "Grantor Improvements"). Any construction of Grantor Improvements shall be effected so as not to unreasonably interfere with the normal operation of the Sewer System. Upon the termination of the Temporary Easement, Grantor, its successors and assigns may construct or cause to be constructed upon that portion of the Temporary Easement Area not included within the Permanent Easement Area any buildings, structures, fixtures or other improvements, including any exterior improvements, as Grantor may deem necessary or appropriate in its sole discretion.

9. Maintenance and Repair. Grantee shall at all times maintain the Sewer System in good repair, order and condition. Without limiting the foregoing, Grantee shall promptly make all alterations, repairs or replacements of every kind and nature, whether foreseen or unforeseen, which may be required to be made upon or in connection with the Sewer System in order to keep the Sewer System fit for its intended use. Grantor, its successors and assigns shall not be required to make any alterations, repairs or replacements, whether foreseen or unforeseen, or to maintain any of the Sewer System in any way.

10. Relocation. Grantor, its successors and assigns shall have the right at any time to relocate, at its cost, all or any portion of the Sewer System provided any such relocation shall be effected so as not to unreasonably interfere with the normal operation of the Sewer System and provided that Grantor (or its successors and assigns) shall grant or cause to be granted to Grantee a permanent non-exclusive easement upon terms consistent herewith over the property in which the Sewer System is relocated.

11. Construction Covenants. In connection with construction, operation, repair, maintenance and/or replacement of the Sewer System, Grantee covenants and agrees that, prior to April 15, 1994:

- (a) prior to commencement of the construction, Grantee shall obtain the written consent of any other holder(s) of easements on, across or through the Easement Areas to the construction of the Sewer System, all in form acceptable to Grantor;
- (b) the Sewer System shall be constructed and installed by Grantee in a good and workmanlike manner and in accordance with all legal requirements;
- (c) all embankment placed within fill areas shall be placed in accordance with Section 203.04 entitled "Compaction of Embankments" of the City of Omaha Specifications for Public Works Construction (1989 Ed.) effecting a ninety percent maximum density as determined by ASTM D698;
- (d) immediately following completion of construction of the Sewer System, Grantee shall seed the Easement Areas in accordance with Section 803 of the City of Omaha Specifications for Public Works Construction (1989 Ed.) using Type "B" mix and applied at a minimum rate of 200 pounds pure live seed per acre;
- (e) for each existing tree four inches in diameter or smaller damaged or destroyed by Grantee as a result of, or in connection with, the construction of the Sewer System, Grantee shall plant a one inch to two inch diameter tree of like species at a location designated by Grantor and for each existing tree greater than four inches in diameter damaged or destroyed by Grantee as a result of, or in connection with, the construction of the Sewer System, Grantee shall plant three (3) one inch to two inch diameter trees of like species at locations designated by Grantor;
- (f) Grantee shall exactly replace (using identical products and quality) any chain link fence or other fencing removed or damaged by Grantee as a result of, or in connection with, its construction of the Sewer System, including but not limited to, replacement of all below grade concrete; and
- (g) Grantee shall erect and continuously maintain a well-staked snow fence during construction of the Sewer System and shall, upon completion of construction, remove such snow fence as well as all other trash, rubbish, debris and construction

materials from the Easement Areas and any adjacent property of Grantor.

- (h) Grantor (and its successors and assigns) shall have the right to use the Sewer System to tie into and make appropriate discharges into the Sewer System; and to have its discharges occupy and use the Sewer System without any further consents, licenses, easements or other permissions being required and without any fees, costs or charges to Grantee of any kind; and Grantee (and its successors and assigns) covenant and agree that they shall execute any documents and take such further actions as shall be reasonably required to enable Grantor to enjoy the benefits of free use of the Sewer System as set forth in this paragraph.
- (i) Grantee shall be responsible for, and timely remedy, any problems related to erosion which are to any extent caused by Grantee or its agents. Grantee shall take all steps reasonably required to alleviate erosion problems during the construction of the Sewer System, and to completely eliminate such problems following completion of the Sewer System (except to the extent any such erosion problems existing prior to the date of this Agreement).

12. Indemnification. Grantee agrees to pay, protect, indemnify, save and hold harmless Grantor and its successors and assigns from and against any and all liabilities, losses, damages, penalties, costs and expenses (including all reasonable attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from:

- (a) any matter pertaining to the use of the Easement Areas by Grantee or the operation, condition, design, construction, maintenance, repair or replacement of the Sewer System by Grantee, including any injury to or death of any person or any loss of or damage to any property;
- (b) any violation by Grantee of any provision of this Agreement; or
- (c) the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or any other placement or release by Grantee in or on the Easement Areas of any hazardous or toxic substance, matter or waste as defined in any law, rule, regulation, statute or ordinance.

In case any action or proceeding is brought against Grantor by reason of any such claim, Grantee covenants upon notice from Grantor to resist or defend such action or proceeding by counsel reasonably satisfactory to Grantor, and Grantor will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by Grantee. The obligations of Grantee under this paragraph shall survive any termination of this Agreement.

13. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (a) any failure by Grantee to complete the construction and/or installation of the Sewer System in accordance with the Plans and Specifications and this Agreement and fulfill each of the covenants of paragraph 11 on or before April 15, 1994;
- (b) any failure by Grantee to duly perform and observe, or a violation or breach of, any of the provisions hereof not otherwise specifically described in this paragraph, and the continuation of such failure, violation or breach for a period of thirty (30) days after written notice from Grantor to Grantee (provided that if the nature of such failure, violation or breach is such that it cannot be cured within such thirty day period, then such failure, violation or breach shall not be considered an Event of Default if Grantee commences the cure of same within such thirty day period and thereafter proceeds diligently and in good faith with such cure to the satisfaction of Grantor).

Upon the occurrence of an Event of Default, Grantor shall have the right, at its option and in addition to any and all other remedies allowed by law, to terminate the Temporary Easement and the Permanent Easement and all rights of Grantee to the Easement Areas.

14. Time of Performance. Grantee acknowledges that time is of the essence in the performance of its obligations under this Agreement. No failure of Grantor to insist at any time upon strict performance of any provision of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall be construed as a waiver, modification or relinquishment thereof.

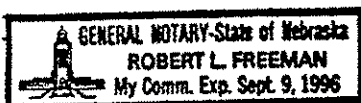
15. Notices. All notices, demands, requests, approvals, consents, offers, statements, and other instruments of communication required or permitted to be given pursuant to the provisions of

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 20th day of August, 1993, before me, a notary public in and for said county and state, personally came Jere W. Fonda of Childrens Memorial Hospital Foundation, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Foundation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Robert L. Freeman
 Notary Public

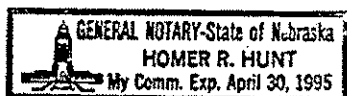
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

On this 19th day of Aug, 1993, before me, a notary public in and for said county and state, personally came JOHN C. ALLEN, CHAIRMAN of SANITARY AND IMPROVEMENT DISTRICT NO. 367 OF DOUGLAS COUNTY, NEBRASKA, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said S.I.D. 367.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Homer R. Hunt
 Notary Public

RWR:ces

Exhibit "A" - Legal Description - Permanent Easement
 Exhibit "B" - Legal Description - Temporary Easement
 Exhibit "C" - Plans and Specifications (Recordable Summary)

NOTARIAL SEAL AFFIXED
 REGISTER OF DEEDS

this Agreement, shall be in writing and shall be deemed to have been given when delivered in person, by Federal Express or other 24-hour delivery service, or three (3) business days after being deposited in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the other party at its address hereinbelow set forth:

IF TO GRANTEE: Sanitary and Improvement District
No. 367 of Douglas County, Nebraska
1231 GOLDEN GATE DRIVE
PAPILLION, NE 68046
Attn: MR. JAMES CRIGE

IF TO GRANTOR: Childrens Memorial Hospital
8301 Dodge
Omaha, Nebraska 68114
Attn: President

WITH A COPY TO: FRASER, STRYKER, VAUGHN, MEUSEY,
OLSON, BOYER & BLOCH, P.C.
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102
Attn: Robert L. Freeman

For the purposes of this paragraph, any party may substitute its address by giving fifteen (15) days notice to the other party in the manner provided above.

16. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

CHILDRENS MEMORIAL HOSPITAL
FOUNDATION

By 

Title:

SANITARY AND IMPROVEMENT DISTRICT NO.
367 OF DOUGLAS COUNTY, NEBRASKA

By 

Title: CHAIRMAN

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 10th day of November, 1994, by and between CHILDRENS MEMORIAL HOSPITAL FOUNDATION, its successors and assigns, ("Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 381 OF DOUGLAS COUNTY, NEBRASKA, its successors and assigns, ("Grantee").

1. **Easement Areas.** Grantor is the owner of the real estate described on Exhibit "A" attached hereto (the "Permanent Easement Area") and the real estate described on Exhibit "B" attached hereto (the "Temporary Easement Area").

2. **Sewer System.** Grantee covenants and agrees to construct and install within the Permanent Easement Area, at Grantee's cost, a sanitary sewer system and related improvements and landscaping (the "Sewer System"), all as specified in, and in accordance with, those certain plans and specifications prepared by Lamp, Ryneerson & Associates (Engineers for Grantee) more particularly described on Exhibit "C" attached hereto (the "Plans and Specifications"). Grantee agrees to fully complete the construction and installation of the Sewer System in accordance with the Plans and Specifications and this Agreement on or before December 1, 1994, free and clear of all liens, claims and encumbrances. Grantee acknowledges and agrees that the Plans and Specifications provide for stub-ins to the Sewer System which shall benefit other real estate owned by Grantor and as more fully hereinafter set forth.

3. **Temporary Easement.** Subject to the terms and conditions set forth herein, Grantor grants to Grantee a nonexclusive temporary construction easement (the "Temporary Easement") over the Temporary Easement Area for, and only for, the purpose of Grantee's construction and installation of the Sewer System within the Permanent Easement Area.

4. **Permanent Easement.** Subject to the terms and conditions set forth herein, Grantor grants to Grantee a nonexclusive permanent easement (the "Permanent Easement") over the Permanent Easement Area for, and only for, the purpose of operating, maintaining, repairing and replacing the Sewer System.

5. **Title and Condition.** Grantee's use of the Permanent Easement Area and the Temporary Easement Area (collectively, the "Easement Areas") as permitted herein is and shall be subject to the existing state of title, including any and all other easements now or hereafter

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY

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existing across or through the Easement Areas, and all covenants, restrictions and conditions of record, any state of facts which an accurate survey or physical inspection of the Easement Areas may show, and all present and future laws which may be applicable to the Easement Areas or to the use, operation, maintenance, repair or replacement of the Sewer System, and including but not limited to, all zoning laws, ordinances and building codes (collectively the "Legal Requirements"). Grantee acknowledges that Grantor has not made and will not make, and shall not ever be deemed to have made, any warranty or representation, express or implied, with respect to any of the Easement Areas or the Sewer System. Without limiting the foregoing, Grantor has made no warranty or representation as to title, location, status, design, condition, fitness for any particular purpose or use, value, quality of material or workmanship, existence of any defect, latent or otherwise, compliance with the Plans and Specifications, merchantability, durability or operation, and all risks incident thereto shall be borne by Grantee.

6. **Termination.** Notwithstanding anything to the contrary contained herein: (a) the Temporary Easement shall terminate and be of no force or effect on the thirtieth day following completion of the Sewer System, and (b) the Temporary Easement and the Permanent Easement shall terminate and be of no force of effect if the Sanitary Sewer is not fully completed by Grantee in accordance with the Plans and Specifications and this Agreement on or before December 1, 1994. Upon the occurrence of either of the foregoing events, Grantee agrees, upon the request of Grantor, to execute a release of easement or quitclaim deed in form acceptable to Grantor.

7. **Consideration.** In consideration of the grant of the Temporary Easement and the Permanent Easement, Grantee hereby pays to Grantor the sum of \$50,826.25, receipt of which is hereby acknowledged by Grantor; such sum shall be nonrefundable notwithstanding any termination of the Temporary Easement and/or the Permanent Easement as provided herein.

8. **Grantor Improvements.** Grantor, its successors and assigns, may at any time following the completion of construction of the Sewer System construct or cause to be constructed upon or within the Permanent Easement Area, or grant easements, licenses or other rights respecting the Permanent Easement Area so as to permit, such roads, streets, parking areas or other pavement or concrete improvements, fencing, entrance markers, any gas, electric, water, storm sewer, telephone, cable or any other type of utility lines, pipes, conduits, ducts, or systems,

and landscaping, all in such manner and to the extent as Grantor may deem necessary or appropriate in its sole discretion (collectively the "Grantor Improvements"). Any construction of Grantor Improvements shall be effected so as not to unreasonably interfere with the normal operation of the Sewer System. Upon the termination of the Temporary Easement, Grantor, its successors and assigns may at any time and from time to time construct or cause to be constructed upon that portion of the Temporary Easement Area not included within the Permanent Easement Area any buildings, structures, fixtures or other improvements of any kind as Grantor may deem necessary or appropriate in its sole discretion.

9. **Maintenance and Repair.** Grantee shall at all times maintain the Sewer System in good repair, order and condition. Without limiting the foregoing, Grantee shall promptly make all alterations, repairs or replacements of every kind and nature, whether foreseen or unforeseen, which may be required to be made upon or in connection with the Sewer System in order to keep the Sewer System fit for its intended use. Grantee shall repair, restore and/or replace any and all Grantor Improvements which may be damaged in connection with any maintenance or repair of the Sewer System. Grantor, its successors and assigns shall not be required to make any alterations, repairs or replacements, whether foreseen or unforeseen, or to maintain any of the Sewer System in any way.

10. **Relocation.** Grantor, its successors and assigns shall have the right at any time to relocate, at its cost, all or any portion of the Sewer System provided any such relocation shall be effected so as not to unreasonably interfere with the normal operation of the Sewer System and provided that Grantor (or its successors and assigns) shall grant or cause to be granted to Grantee a permanent non-exclusive easement upon terms consistent herewith over the property in which the Sewer System is relocated.

11. **Grantee Covenants.** In connection with construction, operation, repair, maintenance and/or replacement of the Sewer System, Grantee for itself and its successors and assigns covenants and agrees as follows:

- (a) The Sewer System shall be constructed, installed, repaired, maintained and operated by Grantee in a good and workmanlike manner and in accordance with all Legal Requirements.

- (b) All embankment placed within fill areas shall be placed in accordance with Section 203.04 entitled "Compaction of Embankments" of the City of Omaha Specifications for Public Works Construction (1989 Ed.) effecting a ninety percent maximum density as determined by ASTM D698.
- (c) Grantee shall rebuild and replace any terrace or portion of any terrace disturbed or destroyed during construction, maintenance or repair of the Sewer System. All terrace replacement shall be in accordance with the design of existing terraces and Grantee shall be responsible for obtaining the written approval of the Soil Conservation Service for all such terrace rebuilding and replacement.
- (d) Grantee shall not commence construction and installation of the Sewer System until all crops now growing within the Easement Areas have been harvested unless Grantee shall pay to Grantor an amount equal to the value of all crops damaged, destroyed or otherwise adversely affected by such construction and installation.
- (e) Grantee shall erect and continuously maintain a well-staked snow fence during construction of the Sewer System and shall, upon completion of construction, remove such snow fence as well as all other trash, rubbish, debris and construction materials from the Easement Areas and any adjacent property of Grantor.
- (f) Grantor (and its successors and assigns) shall have the right to use the Sewer System to tie into and make appropriate discharges into the Sewer System; and to have its discharges occupy and use the Sewer System without any further consents, licenses, easements or other permissions being required and without any fees, costs or other permissions being required and without any fees, costs or charges to Grantor of any kind, except approved City of Omaha Sewer Interceptor Fees; and Grantee (and its successors and assigns) covenant and agree that it shall execute any documents and take such further actions as shall be reasonably required to enable Grantor to enjoy the benefits of free use of the Sewer System as set forth herein.
- (g) Grantee shall be responsible for, and timely remedy, any problems related to erosion which are to any extent caused by Grantee or its agents. Grantee shall take all steps reasonably required to alleviate erosion problems during the construction of the Sewer System, and to completely eliminate such problems following completion of

the Sewer System (except to the extent any such erosion problems existed prior to the date of this Agreement).

- (h) Grantee shall be responsible for the stripping, stockpiling and respreading of the topsoil. A minimum of six inches of topsoil shall be stripped and stockpiled prior to commencement of construction and immediately upon completion of construction the stockpiled topsoil shall be respread on all disturbed areas.

12. **Indemnification**. Grantee agrees to pay, protect, indemnify, save and hold harmless Grantor and its successors and assigns from and against any and all liabilities, losses, damages, penalties, costs and expenses (including all reasonable attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising or resulting from:

- (a) any matter pertaining to the use of the Easement Areas by Grantee or the operation, condition, design, construction, maintenance, repair or replacement of the Sewer System by Grantee, including any injury to or death of any person or any loss of or damage to any property;
- (b) any violation by Grantee, or any failure by Grantee to observe or perform any provision, of this Agreement; or
- (c) the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or any other placement or release by Grantee in or on the Easement Areas of any hazardous or toxic substance, matter or waste as defined in any law, rule, regulation, statute or ordinance.

In the event any action or proceeding is brought against Grantor by reason of any of the foregoing, Grantee covenants upon notice from Grantor to resist or defend such action or proceeding by counsel reasonably satisfactory to Grantor, and Grantor will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by Grantee. The obligations of Grantee under this paragraph shall survive any termination of this Agreement.

13 **Default**. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- (a) any failure by Grantee to complete the construction and installation of the Sewer System in accordance with the Plans and Specifications and this Agreement on or before December 1, 1994;
- (b) any failure by Grantee to duly perform and observe, or a violation or breach of, any of the provisions hereof not otherwise specifically described in this paragraph, and the continuation of such failure, violation or breach for a period of thirty (30) days after written notice from Grantor to Grantee (provided that if the nature of such failure, violation or breach is such that it cannot be cured within such thirty day period, then such failure, violation or breach shall not be considered an Event of Default if Grantee commences the cure of same within such thirty day period and thereafter proceeds diligently and in good faith with such cure to the satisfaction of Grantor).

Upon the occurrence of an Event of Default, Grantor shall have the right, at its option and in addition to any and all other remedies allowed by law, to terminate the Temporary Easement and the Permanent Easement and all rights of Grantee to the Easement Areas.

14. Time of Performance. Grantee acknowledges that the time is of the essence in the performance of its obligations under this Agreement. No failure of Grantor to insist at any time upon strict performance of any provision of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall be construed as a waiver, modification or relinquishment thereof.

15. Notices. All notices or other instruments of communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered in person or three (3) business days after being deposited in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the other party at its address hereinbelow set forth:

IF TO GRANTEE:

Sanitary and Improvement District
No. 381 of Douglas County, Nebraska
10330 Regency Parkway Drive
Omaha, Nebraska 68114
Attn: Mr. Dan Kinnamon

IF TO GRANTOR:

Childrens Memorial Hospital
8301 Dodge Street
Omaha, Nebraska 68114
Attn: President

WITH A COPY TO:

Fraser, Stryker, Vaughn, Meusey,
Olson, Boyer & Bloch, P.C.
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102
Attn: Robert L. Freeman

For the purposes of this paragraph, any party may substitute its address by giving fifteen (15) days notice to the other party in the manner provided above.

16. Assignment. Any assignee of Grantor or Grantee hereunder shall, by virtue of such assignment, assume all duties and obligations, and be bound by all of the terms and provisions of this Agreement.

17. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

CHILDRENS MEMORIAL HOSPITAL
FOUNDATION

By:

William H. Hanley
Title: *Chairman*

SANITARY AND IMPROVEMENT DISTRICT
NO. 381 OF DOUGLAS COUNTY, NEBRASKA

By:

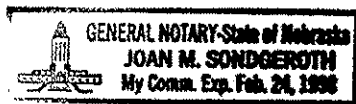
Bondal R. Korth
Title: *Chairman*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7th day of November, 1994, before me, a notary public in and for said county and state, personally came William G. Hanley, Chairman of Childrens Memorial Hospital Foundation, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Foundation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Joan M. Sondgeroth
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

On this 3rd day of November, 1994, before me, a notary public in and for said county and state, personally came Randall R. Korth, Chairman of SANITARY AND IMPROVEMENT DISTRICT NO. 381 OF DOUGLAS COUNTY, NEBRASKA, known to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said SANITARY AND IMPROVEMENT DISTRICT NO. 381.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Stephanie J. Goodrich
Notary Public

Exhibit "A"- Legal Description- Permanent Easement
Exhibit "B"- Legal Description- Temporary Easement
Exhibit "C"- Plans and Specifications (Recordable Summary)