

WARRANTY DEED

CONTROL OF INGRESS AND EGRESS-POLITICAL SUB-DIVISION-CORPORATION (page 2)
PROJECT: M-5037(5) AFE: R-541 TRACT: 14

And the Grantor does hereby covenant with said Grantee, and with its successors and assigns that the Grantor is lawfully seized of said Right-of-Way that it is free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the grantor does hereby covenant to warrant and defend the title to said Right-of-Access against the lawful claims of all persons whomsoever.

Duly executed this 05th day of December, 1986. SEAL

FIRST NATIONAL BANK AND TRUST COMPANY OF
FREMONT, NEBRASKA, TRUSTEE
Corporation

ATTEST: Joan Milligan

BY: Jeffrey S. Flores
Jeffrey S. Flores, Trust Officer

STATE OF NEBRASKA)
) ss.
DODGE County)

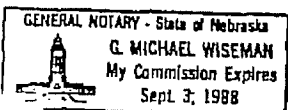
On this 05 day of December, A.D., 1986, before me, a General Notary Public, duly commissioned and qualified, personally came

Jeffrey S. Flores, Trust Officer
the duly authorized representatives of FIRST NATIONAL BANK AND TRUST COMPANY OF FREMONT, NEBRASKA who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

G. Michael Wiseman Notary Public.

My commission expires the 3rd day of Sept, 1986.



RECEIVED
1987 JAN 22 AM 10:38
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

EK 1796 1-14-12KP C/O ✓ FEE 10.50
PG 408-409 1-14-12 DEL MA MC B.C.
OF Deed COMP SR F/B 01-4000

777 Deed H

29-112

7.1796

RECEIVED

SEP 9 3 46 PM '96

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Doesn't affect



1187 279 MISC



10188 96 279-284

Carl J. Troia, Jr. 11404 West Dodge Road #420, Omaha, NE 68154 (402) 496-9600

DECLARATION OF DRIVEWAY EASEMENT
(Entrance Roadway)

*Carl J. Troia, Jr.
Kush Plaza*

THIS DECLARATION OF DRIVEWAY EASEMENT ("Easement Agreement") is executed and given this 19th day of July, 1996, by Rod Kush and Kathleen Kush, husband and wife ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Parcel A"); and

WHEREAS, the Declarant is also the owner of the property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Parcel B");

WHEREAS, Declarant hereto wishes to create a driveway easement over, upon and across a portion of Parcel A, which portion is generally depicted on and more particularly described on Exhibit "C" attached hereto and incorporated herein by reference ("Easement Area"), as a benefit to Parcel B and a burden upon Parcel A.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Grant of Easements; Purpose of Easements; Burden and Benefit.
 - a. Declarant hereby grants, for the benefit of Parcel B, a non-exclusive, perpetual right and easement to use the Easement Area for driveway purposes, as a burden upon Parcel A and as an appurtenant benefit to Parcel B.
2. Parking Restriction and Costs. No parking shall be permitted upon the Easement Area. All costs of maintenance of the Easement Area, including paving, striping, snow removal and any other expenses shall be paid by the owner of Parcel B and in the event Parcel B is hereafter subdivided, said costs and expenses shall be allocated on a land to land basis among the tracts comprising Parcel B.
3. Eminent Domain. In the event that any part of the Easement Area shall be taken by eminent domain or any other similar legal authorization, so much of the award as represents payment therefore shall be paid to the owner of the burdened property and no portion of the award shall be claimed by the owner of the benefitted property.

B 10188 1-14-12 47-03912

FEE	3/00	Rec'd	H. Olt
DEL.	C/O	COMP	
LEGAL PG	281	SCAN	WV

4. Mortgages Subordinate. Any mortgage now or hereafter placed upon the Easement Area shall, at all times, be subject and subordinate to the terms of this Easement Agreement and any party foreclosing any such mortgage shall acquire title to the foreclosed premises subject to the terms of this Easement Agreement.

5. Term: Non-exclusive. The driveway easement herein created and established shall be perpetual and non-exclusive.

6. Waiver. No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at anytime during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms or conditions of this Easement Agreement by any party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Easement Agreement. No breach, whether or not material, of any of the obligations imposed upon either party hereunder shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect, in any other manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

7. Covenants Running with the Land. The easements, restrictions, benefits and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives, assigns, tenants, invitees and agents.

8. Miscellaneous.

- a. If any provision or portion of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; and shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and the provisions of this Easement Agreement shall be valid and enforceable to the full extent permitted by law.
- b. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
- c. The paragraph headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement, or any part thereof.

7.1796

EXHIBIT "A"

Lot One (1), Blue One Addition, an addition to the City of Omaha,
Douglas County, Nebraska.

EXHIBIT "B"

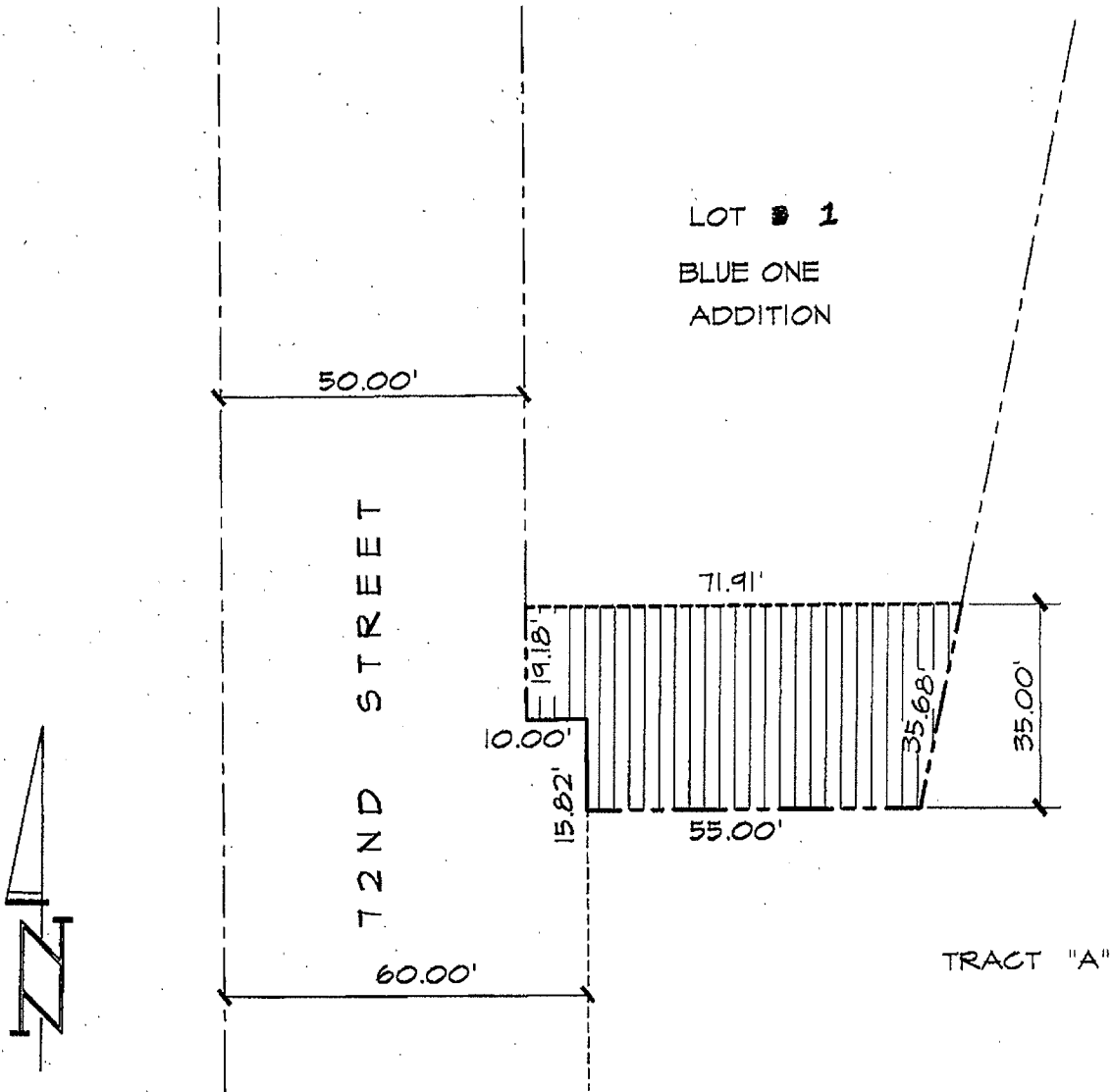
Part of Tract "B" of an administratively approved subdivision as surveyed, platted and recorded in Misc. Book 969 at Page 188, lying within the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the SW corner of said Tract "B" said point being on the north right of way line of the Big Papillion Creek and on the east right of way line of 72nd Street; thence N00°37'37" W (assumed bearing) 58.59 feet on the west line of said Tract "B"; thence N06°51'12" W 23.64 feet on the west line of said Tract "B" to the point of beginning said point being the NW corner of a portion of said Tract "B" condemned by the Papio Missouri River Natural Resources District and hereinafter called NRD Tract; thence continuing N06°51'12" W 137.45 feet on the west line of said Tract "B" to the SW corner of Tract "A" of said administratively approved subdivision; thence N89°22'23" E 644.37 feet on the south line of said Tract "A" to the SE corner thereof; thence N00°33'25" W 565.00 feet on the east line of said Tract "A" to the NE corner thereof; thence S89°22'23" W 558.00 feet on the north line of said Tract "A" to the NW corner thereof; thence S10°32'17" W 178.64 feet on the westerly line of said Tract "A"; thence S89°22'23" W 10.00 feet on the westerly line of said Tract "B"; thence N00°37'37" W 337.78 feet on the westerly line of said Tract "B"; thence N11°23'04" E 33.64 feet on the westerly line of said Tract "B" to the NW corner thereof; thence N87°35'30" E 255.54 feet on the northerly line of said Tract "B"; thence S00°33'25" E 311.01 feet on the northerly line of said Tract "B"; thence N89°50'03" E 600.01 feet on the northerly line of said Tract "B" to the NE corner thereof; thence S00°33'25" E 1073.87 feet on the east line of said Tract "B" and on the east line of the west $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 1 to the NE corner of said NRD Tract; thence N76°55'33" W 1277.27 feet on the north line of said NRD Tract to the point of beginning.

SWSW

kush\werner\driveway.eas

EXHIBIT "C"

kush\werner\driveway.eas



SCALE 1" = 30'

LEGAL DESCRIPTION

THE SOUTH 35.00 FEET IN WIDTH OF LOT 1, BLUE ONE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.



1018 288 MISC



16654 92 288-291

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

*POT Rd
+ CROSS East
of Mineral*

ACKNOWLEDGEMENT OF AND CONSENT TO EASEMENT

THIS ACKNOWLEDGEMENT OF AND CONSENT TO EASEMENT ("Consent") is executed this the 27th day of April, 1992, by PACKERS BANK AND TRUST COMPANY, whose address is 4710 South 23rd Street, Omaha, Nebraska 68107 (the "Bank")

WHEREAS, Bank is the owner and holder of that certain Deed of Trust ("Trust Deed") given by Donald W. Rogert and Lois A. Rogert ("Rogert") dated April 30, 1987, and filed on May 4, 1987 in the Mortgage Records of the Register of Deeds of Douglas County, Nebraska in Book 3090 at Page 405 covering the real property more particularly described on Exhibit "A" attached hereto (Mortgaged Property).

WHEREAS, RODNEY KUSH and KATHLEEN KUSH ("Kush") are the owners of a portion of the Mortgaged Property which portion is more particularly described on Exhibit "B" ("Kush Property") with the balance of the Mortgaged Property hereinafter defined as the "Rogert Property".

WHEREAS, Kush and Rogert have agreed to execute a Cross Easement Agreement and Building Restriction Agreement ("Agreement") whereby Kush grants to Rogert easements over portions of the Kush Property and whereby Rogert grants to Kush easements over portions of the Rogert Property, a copy of the Agreement is attached as Exhibit "C".

WHEREAS, Kush and Rogert have requested that the Bank consent to the creation of the easements under the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING, and TEN DOLLARS (\$10.00) and other good and valuable consideration of the receipt, sufficiency and adequacy of which is hereby acknowledged, the undersigned agree as follows:

1. Bank hereby consents to the grant and execution by Kush and Rogert of the Agreement and agrees that notwithstanding the terms of the Trust Deed, in the event that Bank forecloses on the Property or otherwise acquires title to the Mortgaged Property any such actions shall not serve to void the Agreement but rather the Agreement shall remain in effect and Bank shall be fully subject to the terms thereof.

2. The terms and conditions of this Consent shall inure to the benefit of Kush and Rogert, their successors and assigns, and shall run with the Kush Property and Rogert Property as described in the Agreement.

CARL TROJA
11506 NICHOLAS ST.
#207
OMAHA, NE 68154

A part of tax lot 8 a tax lot located in the West half of the Southwest Quarter of Section 1 township 14 North Range 12 East of the 6th P.m., Douglas County, Nebraska more particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter of Section 1, thence S00 degrees, 37'37"E (assumed bearing) along the West line of said Southwest Quarter of Section 1 a distance of 681.60 feet; thence N89 degrees 22'23":East a distance of 60.00 feet to a point on the Easterly right of way line of 72nd street, said point also being the point of beginning; thence continuing N89 degrees 22'23"E a distance of 55.00 feet; thence N10 degrees 32'17"E a distance of 178.64 feet; thence N89 degrees 22'23"E a distance of 558.00 feet; thence S00 degrees 33'25"E a distance of 565.00 feet; thence S89 degrees 22'23"W a distance of 664.37 feet to a point on said Easterly right of way line of 72nd street; thence along said Easterly right of way line of 72nd street; on the following described course; thence N06 degrees 51'12"W a distance of 23.31 feet; thence N00 degrees 37'37"E a distance of 366.56 feet to the point of beginning.

Now Sw

EXHIBIT 'B'

*166544
misc #*

BK 1018 N SP C/O FEE 20⁵⁰
PG 288 N 29/1-14-12 DEL 18 MC 15
OF MSP COMP F/B 01-60000

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

JUN 25 1 23 PM '92

RECEIVED

11629 H-14-12 016000
 3200 R FB
 COMP
 [Signature]

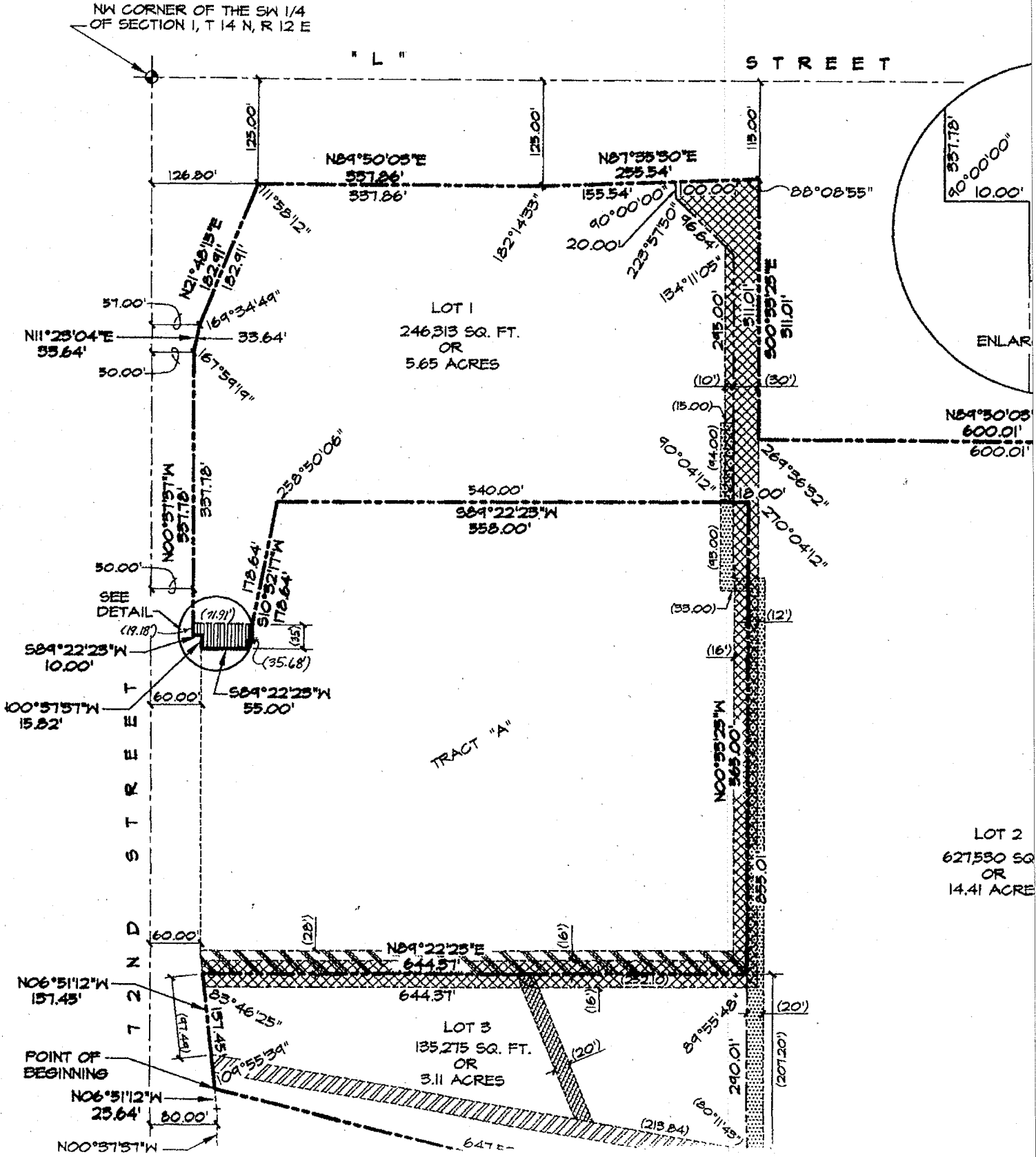


Sep 6 10 58 AM '96
 SEP 6 10 58 AM '96

BLUE ONE

LOTS 1, 2 AND 3

BEING A REPLATTING OF PART OF TRACT "B" OF AN ADMINISTRATIVE SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN MISC. BOOK PAGE 188, LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14 N, R 12 E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT BOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY AT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS LOTS 1, 2 AND 3, BEING A REPLATTING OF PART OF TRACT "B" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION, PLATTED AND RECORDED IN MISC. BOOK 969 AT PAGE 188, LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: NW CORNER OF SAID TRACT "B" SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF THE BIG D ON THE EAST RIGHT-OF-WAY LINE OF 72ND STREET; THENCE N00°37'37"W (ASSUMED BEARING) 58.59 FEET OF SAID TRACT "B"; THENCE N06°51'12"W 23.64 FEET ON THE WEST LINE OF SAID TRACT "B" TO THE POINT IT BEING THE NW CORNER OF A PORTION OF SAID TRACT "B" CONDEMED BY THE PAFIO MISSOURI RIVER TRACT AND HEREINAFTER CALLED NRD TRACT; THENCE CONTINUING N06°51'12"W 137.43 FEET ON THE WEST LINE OF SAID TRACT "B" TO THE SW CORNER OF TRACT "A" OF SAID ADMINISTRATIVELY APPROVED SUBDIVISION; THENCE S00°33'25"W 565.00 FEET ON THE SOUTH LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF; THENCE N00°33'25"W 565.00 FEET ON THE NORTH LINE OF SAID TRACT "A" TO THE NE CORNER THEREOF; THENCE S89°22'23"W 558.00 FEET ON THE NORTH LINE OF SAID TRACT "A" TO THE NW CORNER THEREOF; THENCE S10°32'17"W 178.64 FEET ON THE WESTERLY LINE OF SAID TRACT "A"; THENCE S00°33'25"W 311.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE N11°23'04"E 33.64 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE S89°22'23"W 10.00 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE N11°23'04"E 33.64 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE N21°48'15"E 182.91 FEET ON THE WESTERLY LINE OF SAID TRACT "B" TO THE NW CORNER THEREOF; THENCE N07°35'30"E 255.54 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE S00°33'25"E 311.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE N07°35'30"E 255.54 FEET ON THE NORTHERLY LINE OF SAID TRACT "B" TO THE NE CORNER THEREOF; THENCE S00°33'25"E 311.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B" AND ON THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SAID SECTION 1 TO THE NW CORNER OF SAID TRACT "B" AND ON THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SAID SECTION 1 TO THE NW CORNER OF SAID TRACT "B"; THENCE N16°55'33"W 1277.27 FEET ON THE NORTH LINE OF SAID NRD TRACT TO THE POINT



JAMES D. WARNER
NEBRASKA R.L.S. 308

PRESENTS: THAT WE, BLUE ONE LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP, BEING THE SUBDIVISION DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID SUBDIVISION TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUE ONE LIMITED PARTNERSHIP, AND WE HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE HEREBY GRANT PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. AND AS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE OWNED, OPERATED, MAINTAINED, REPAIRED, AND RENEWED POLES, WIRES, CROSSARMS, CROSSINGS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF TELEPHONE AND ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL ADJACENT LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL ADJACENT LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THIS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. THE EIGHT (8) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL ADJACENT LOTS AND THE SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP WHEN THE ADJACENT LOT IS OCCUPIED BY UTILITY FACILITIES BELONGING TO THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED ON THE STRIPS OF LAND, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

BLUE ONE LIMITED PARTNERSHIP,
BY: WERNER INVESTMENTS, INC., GENERAL PARTNER
Clarence L. Werner
CLARENCE L. WERNER, PRESIDENT

NOTARY PUBLIC

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF July, 1996 BY CLARENCE L. WERNER, PRESIDENT OF WERNER INVESTMENTS, INC., GENERAL PARTNER, OF BLUE ONE LIMITED PARTNERSHIP.

Richard S. Reiser
NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
RICHARD S REISER
My Comm. Exp. SEPT. 18, 1996

3 CERTIFICATE

IF I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE THIS 5th DAY OF July, 1996.

Julie M. Haney



AS SHOWN	Scale:	ADDITION
	Date:	
JAN. 25, 1996	Drawn By:	ONE
	Checked By:	
JKZ	Revised By:	BLUE
	Revised:	
JDM		FINAL PLAT

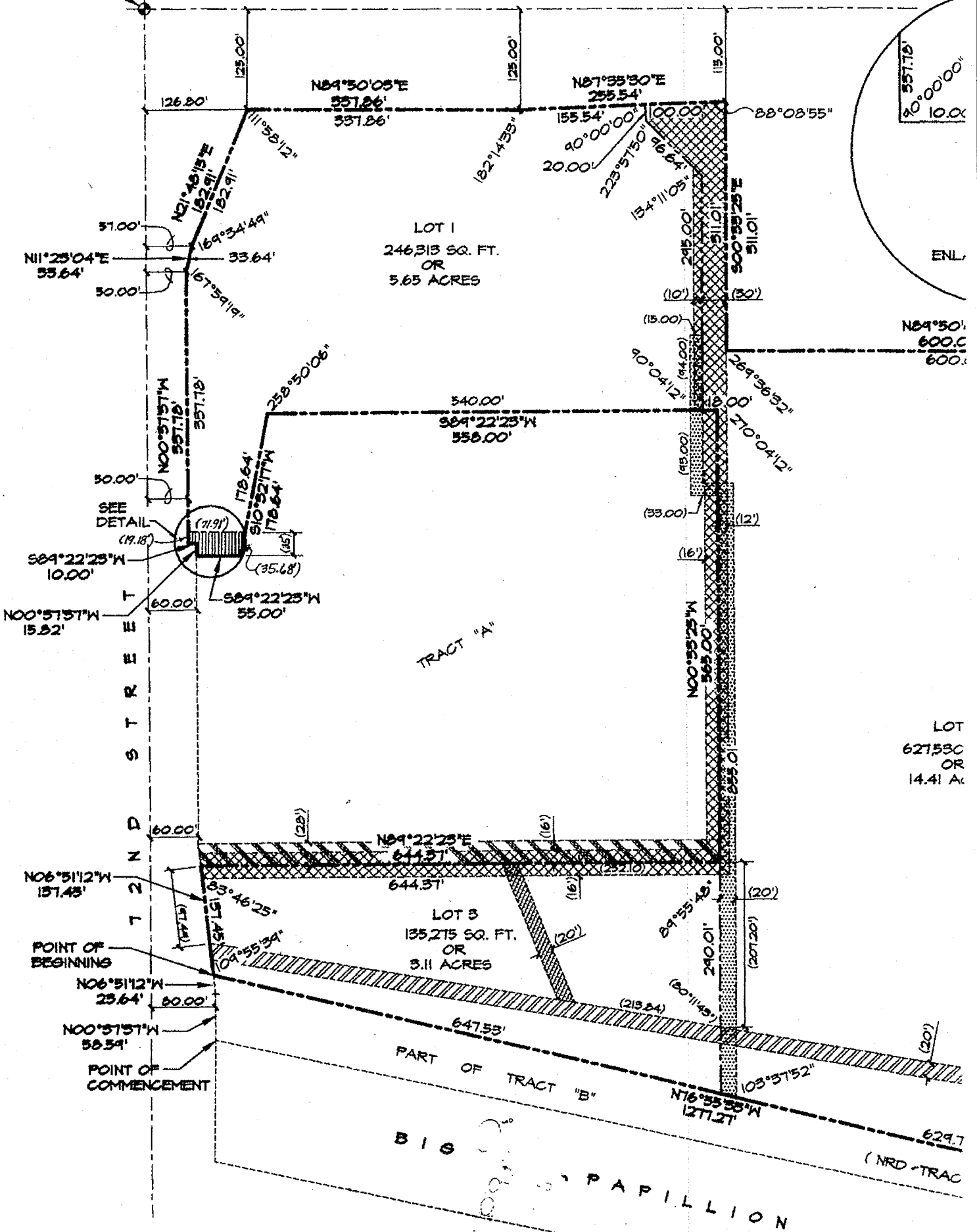
DRESSSEN & DORNER, INC.
Engineers & Land Surveyors

10866 OLD MILL ROAD
OMAHA, NE 68134
(402) 550-2880

NW CORNER OF THE SW 1/4
OF SECTION 1, T 14 N, R 12 E

" L "

STREET



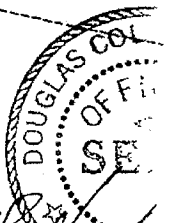
APPROVAL OF OMAHA CITY COUNCIL

THIS PLAT OF BLUE ONE ADDITION WAS APPROVED AND ACCEPTED BY THE OMAHA CITY COUNCIL THIS 20 DAY OF August 1996.

Hal Raab
MAYOR

John Terry
PRESIDENT

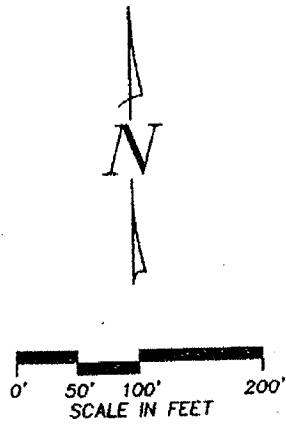
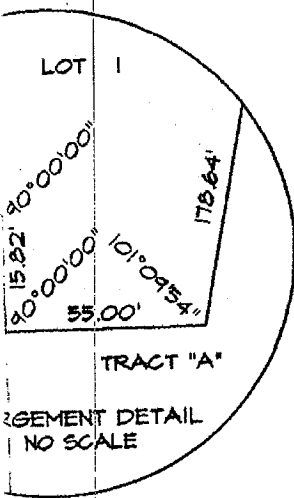
Barbara
CITY CLERK



REVIEW BY DOUGLAS COUNTY ENGINEER

THIS PLAT OF BLUE ONE ADDITION WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE ON THIS 15 DAY OF July 1996.

Fuller
DOUGLAS COUNTY ENGINEER

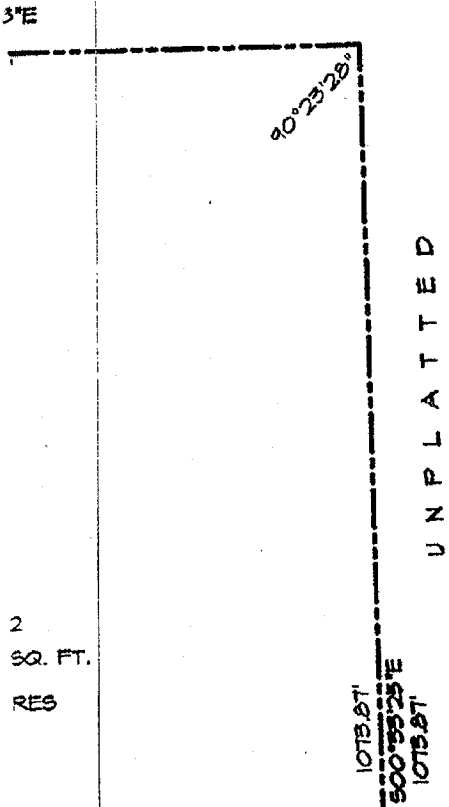


THENCE WESTERLY LINE OF SAID TRACT "B"; THENCE N00°37'37"W 337.78 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE N21°48'15"E 182.91 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE N89°50'03"E 337.86 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE N89°50'03"E 600.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE N073.87 FEET ON THE EAST LINE OF SAID TRACT "B" TO THE NE CORNER OF SAID TRACT; THENCE OF BEGINNING.

JANUARY 25, 1996
DATE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, THE OWNERS OF THE LAND DESCRIBED WITHIN THIS PLAT, DO HEREBY RATIFY AND CONFIRM, IN ADDITION, AND WE DO HEREBY GRANT A PERPETUAL EASEMENT TO ANY COMPANY WHICH HAS BEEN GRANTED A PERPETUAL EASEMENT TO SUBDIVIDE, THEIR SUCCESSORS AND ASSIGNEES, DOWN GUY'S AND ANCHORS, CABLES, CONDUITS FOR THE CARRYING AND TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND TELEPHONE SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, FRONT AND SIDE BOUNDARY LOT LINES, AND INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE EASEMENT FOR THE TERM OF THE EXISTING SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT LAND IS SURVEYED, PLATTED AND RECORDED AND IF REQUESTED BY THE OWNER, NO PERMANENT PLACED IN SAID EASEMENT WAYS, BUT THE SAME AND OTHER PURPOSES THAT DO NOT THEN



NOTE
ALL DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS ONLY.

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BY CLARENCE L. WERNER, PRESIDENT OF THE PARTNERSHIP ON BEHALF OF SAID PARTNERSHIP.

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULATIONS IN THE SURVEYOR'S CERTIFICATE AND EMBLEM OF ~~SEPTEMBER~~ 1996.

[Signature]
DEPUTY

APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THE PLAT OF BLUE ONE

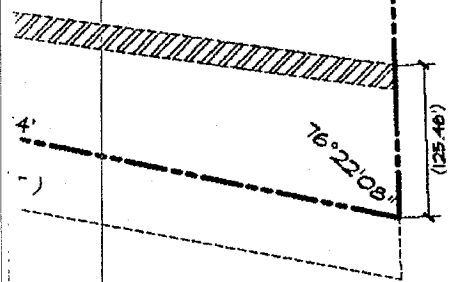
I HEREBY CERTIFY THAT ADEQUATE PROVISIONS ARE MADE FOR THE OMAHA MUNICIPAL CODE.

September 5, 1996
DATE

APPROVAL OF OMAHA CITY PLANNING

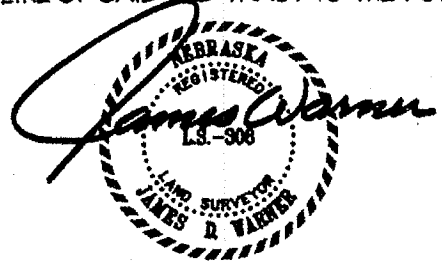
THIS PLAT OF BLUE ONE ADDITION WAS APPROVED BY THE CITY PLANNING DEPARTMENT ON ~~SEPTEMBER~~ 1996.

- 15' WIDE "JOINT STORM SEWER LINE EASEMENT" RECORDED IN MISC. BOOK 1179 AT PAGE 244 OF THE DOUGLAS COUNTY RECORDS.
- 28' WIDE "WATER LINE EASEMENT AGREEMENT" RECORDED IN MISC. BOOK 1179 AT PAGE 263 OF THE DOUGLAS COUNTY RECORDS.
- 20' WIDE "SEWER LINE EASEMENT" RECORDED IN MISC. BOOK 1179 AT PAGE 254 OF THE DOUGLAS COUNTY RECORDS.
- "CROSS EASEMENT AGREEMENT" (SEE RECORDED DOCUMENT)
- 20 FOOT WIDE SANITARY SEWER EASEMENT CONTAINED IN REPORT OF APPRAISERS RECORDED IN BOOK 647 AT PAGE 617 OF THE DOUGLAS COUNTY RECORDS.
- "INGRESS AND EGRESS EASEMENT AGREEMENT" (SEE RECORDED DOCUMENT)



SEE
SURVEYOR

TO THE NW CORNER THEREOF; THENCE S10°32'11"W 112.84 FEET ON THE WESTERLY LINE OF SAID TRACT "A"; THENCE N23°15'23"W 55.00 FEET ON THE WESTERLY LINE OF SAID TRACT "A"; THENCE N00°37'37"W 15.82 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE S89°22'23"W 10.00 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE S77°15'00"W 37.75 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE N11°23'04"E 33.64 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE N21°48'15"E 182.41 FEET ON THE WESTERLY LINE OF SAID TRACT "B" TO THE NW CORNER THEREOF; THENCE N03°E 337.86 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE N87°35'30"E 255.54 FEET ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE S00°33'25"E 311.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B"; THENCE S00°33'25"E 300.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B" TO THE NE CORNER THEREOF; THENCE S00°33'25"E 300.01 FEET ON THE NORTHERLY LINE OF SAID TRACT "B" AND ON THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SAID SECTION 1 TO THE EAST LINE OF SAID TRACT "B" AND ON THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SAID SECTION 1 TO THE EAST LINE OF SAID TRACT "B"; THENCE N16°55'33"W 1277.27 FEET ON THE NORTH LINE OF SAID TRACT TO THE POINT



JAMES D. WARNER
NEBRASKA R.L.S. 308

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BY THESE PRESENTS: THAT WE, BLUE ONE LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP, BEING THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID SUBDIVISION INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUE ONE. WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE WANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND U.S. WEST COMMUNICATIONS, INC. AND WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE OUR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, TOWERS, ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF TELEPHONE CALLS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM FOR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. PRIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED EASEMENT. SAID SIXTEEN (16) FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP WHEN THE ADJACENT EASEMENT IS PLATTED AND RECORDED IF SAID SIXTEEN (16) FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES OWNED BY THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED OR MAINTAINED IN SUCH A MANNER AS TO INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. EASEMENTS THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

BLUE ONE LIMITED PARTNERSHIP,
BY: WERNER INVESTMENTS, INC., GENERAL PARTNER
Clarence L. Werner
CLARENCE L. WERNER, PRESIDENT

STATEMENT OF NOTARY

NEBRASKA))
COUNTY OF)
DUBLAS))

DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF July, 1996 BY CLARENCE L. WERNER, PRESIDENT OF THE WERNER INVESTMENTS, INC., GENERAL PARTNER, OF BLUE ONE LIMITED PARTNERSHIP.

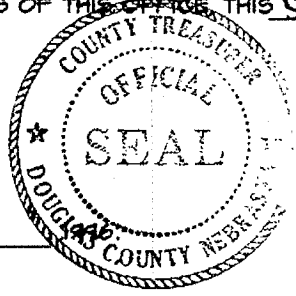
Richard S. Reiser
NOTARY PUBLIC



MUNICIPAL ENGINEER'S CERTIFICATE

BEFORE ME I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE THIS 5th DAY OF July, 1996.

Julie M. Haney
DOUGLAS COUNTY TREASURER



CITY ENGINEER

APPROVE THE PLAT OF BLUE ONE ADDITION ON THIS 11th DAY OF July, 1996.

Larry L. Heumann
CITY ENGINEER

STATE THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA CITY PLANNING BOARD CODE.

5, 1996

Larry L. Heumann
CITY ENGINEER

OMAHA CITY PLANNING BOARD

THE BLUE ONE ADDITION WAS APPROVED BY THE OMAHA CITY PLANNING BOARD THIS 6th DAY OF July, 1996.

Kathleen Jeffries
CHAIRMAN

Scale:	AS
Plotted:	JAN
Drawn By:	

ADDITION ONE BLUE

2 THOMPSON, DRIESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10856 OLD MILL ROAD



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GEORGE J. BUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



Carl J. Troia, Jr., 11404 West Dodge Road #420, Omaha, NE 68154 (402) 496-9600

JOINT STORM SEWER LINE EASEMENT

THIS JOINT STORM SEWER LINE EASEMENT AGREEMENT is executed this 7 day of June, 1996, by and between Rod Kush and Kathleen Kush, husband and wife, 10904 Highway 6, Gretna, NE 68028 ("Kush") and Blue One Limited Partnership, a Nebraska limited partnership, P.O. Box 37308, Omaha, NE 68137 ("Blue One").

WITNESSETH:

WHEREAS, Kush is the owner of the following described property ("Kush Property"):

Tract "A" of an administratively approved subdivision as surveyed, platted and recorded in Misc. Book 969 at Page 188, lying within the West 1/2 of the SW 1/4 of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska.

WHEREAS, the Blue One is the owner of the following described property which is contiguous thereto on the north, south and east ("Blue One Property"):

Part of Tract "B" of an administratively approved subdivision as surveyed, platted and recorded in Misc. Book 969 at Page 188, lying within the West 1/2 of the SW 1/4 of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the SW corner of said Tract "B" said point being on the north right of way line of the Big Papillion Creek and on the east right of way line of 72nd Street; thence N00°37'37" W (assumed bearing) 58.59 feet on the west line of said Tract "B"; thence N06°51'12" W 23.64 feet on the west line of said Tract "B" to the point of beginning said point being the NW corner of a portion of said Tract "B" condemned by the Papio Missouri River Natural Resources District and hereinafter called NRD Tract; thence continuing N06°51'12" W 137.45 feet on the west line of said Tract "B" to the SW corner of Tract "A" of said administratively approved subdivision; thence N89°22'23" E 644.37 feet on the south line of said Tract "A" to the SE corner thereof; thence N00°33'25" W 565.00 feet on the east line of said Tract "A" to the NE corner thereof; thence S89°22'23" W 558.00 feet on the north line of said Tract "A" to the NW corner thereof; thence S10°32'17" W 178.64 feet on the westerly line of said Tract "A"; thence S89°22'23" W 55.00 feet

*Effects of 2 Blue One RE 1
Kush-Plaza RE 1
Blue One Address*

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on the westerly line of said Tract "A"; thence N00°37'37" W 15.82 feet on the westerly line of said Tract "B"; thence S89°22'23" W 10.00 feet on the westerly line of said Tract "B"; thence N00°37'37" W 337.78 feet on the westerly line of said Tract "B"; thence N11°23'04" E 33.64 feet on the westerly line of said Tract "B"; thence N21°48'15" E 182.91 feet on the westerly line of said Tract "B" to the NW corner thereof; thence N89°50'03" E 337.86 feet on the northerly line of said Tract "B"; N87°35'30" E 255.54 feet on the northerly line of said Tract "B"; thence S00°33'25" E 311.01 feet on the northerly line of said Tract "B"; thence N89°50'03" E 600.01 feet on the northerly line of said Tract "B" to the NE corner thereof; thence S00°33'25" E 1073.87 feet on the east line of said Tract "B" and on the east line of the west 1/2 of the SW 1/4 of said Section 1 to the NE corner of said NRD Tract; thence N76°55'33" W 1277.27 feet on the north line of said NRD Tract to the point of beginning.

NW } SW
SW }

WHEREAS, Kush and the Blue One wish to establish and create a joint sewer easement over, upon and across portions of the Kush Property and the Blue One Property, as more particularly hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Grant of Easement by Kush. Kush hereby grants to Blue One, as an easement appurtenant to the Blue One Property, a perpetual, non-exclusive underground storm sewer line easement under and across that portion of the Kush Property, more particularly described and depicted on Exhibit "A" attached hereto and by this reference incorporated herein (the "Kush Easement Premises"). Blue One hereby grants to Kush, as an easement appurtenant to the Kush Property, a perpetual, non-exclusive, underground storm sewer line easement under and across those portions of the Blue One Property more particularly described and depicted on Exhibit "B" and "B-1" attached hereto and by this reference incorporated herein (the "Blue One Easement Premises").

2. Scope of Sewer Easements. The easements herein granted shall only be used by the grantee thereof to construct, lay, install, operate, inspect, maintain, repair, replace and/or remove, from time to time, subject to the provisions of this Easement Agreement, an underground storm sewer, the entire portion of which (except for necessary and required inlets located at ground level) shall be located at least 60 inches beneath the surface of the Kush Property and the Blue One Property.

3. Reservation of Rights to Use Easement Premises. Each party hereto, as grantor, retains the right to use:

- a. the surface of the Easement Premises located upon its property; and
 - b. to the extent that the use is not incompatible with the use thereof by the grantee, the subsurface area of the Easement Premises in such manner as the grantor shall deem proper. Each grantor specifically reserves the right to allow other utility lines to be installed under, across and within the Easement Premises located upon its property, provided those utility lines do not materially interfere with the installation of the grantee.
4. Relocation of Sewer Easement. Each party, as grantee, agrees that it will, from time to time, upon request of the other party, as grantor, allow the relocation of the Easement Premises upon the following terms and conditions:
- a. Such relocation as such a nature to permit the use and operation of grantee's facilities at the same level of service as existed before the date of the relocation;
 - b. Each party, as grantor and grantee, shall have executed and recorded in the Office of the Register of Deeds of Douglas County, Nebraska, an agreement that terminates or modifies the sewer easement and contains the grant of a modified or new easement from the grantor to the grantee for the relocated easement, using an agreement that is in form and substance substantially similar to this Easement Agreement; and
 - c. The grantor shall have agreed to pay the cost for the relocation of the sewer easement.
5. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon, and inure to the benefit of the heirs, assigns and successors of the parties hereto.
6. Construction. The rule of strict construction does not apply to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the parties to a commercially usable right of enjoyment on the part of the Grantees is carried out.
7. Eminent Domain. In the event that any part of the Easement Premises shall be taken by eminent domain or any other similar legal authorization, so much of the award as represents payment therefore shall be paid to the owner of the burdened property and no portion of the award shall be claimed by the owner of the benefitted property.
8. Mortgages Subordinate. Any mortgage now or hereafter placed upon the Easement Premises shall, at all times, be subject and subordinate to the terms of this Easement Agreement and

any party foreclosing any such mortgage shall acquire title to the foreclosed premises subject to the terms of this Easement Agreement.

9. Term; Non-exclusive. The easement herein granted and established shall be perpetual and non-exclusive.

10. Waiver. No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at anytime during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms or conditions of this Easement Agreement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Easement Agreement. No breach, whether or not material, of any of the obligations imposed upon any party hereunder shall entitle any other party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect, in any other manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

11. Notice. The address of each party hereto shall be as provided in the first paragraph. Either party may give written notice of change of address to the other. All notices shall be sent by U.S. mail, certified, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the U.S. mail

12. Non-merger. Ownership by one party of both the Kush Property and the Blue One Property shall not result in a cancellation or termination of the easements hereby created through merger or otherwise, unless specifically terminated in writing by an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

13. Miscellaneous.

- a. If any provision or portion of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; and shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and the provisions of this Easement Agreement shall be valid and enforceable to the full extent permitted by law.

- b. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
- c. The paragraph headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement, or any part thereof.

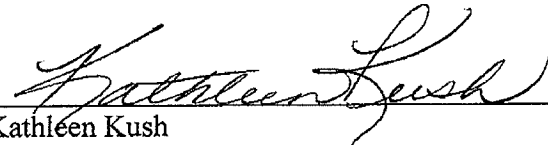
14. Release of Easement. Either party, as grantee herein, may terminate the beneficial interest of this Easement Agreement with respect to its Lot by recording a release of this easement in recordable form in the Office of the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF, the said parties have executed this Easement Agreement this 4th day of June, 1996.

"KUSH"



 Rodney Kush




 Kathleen Kush

"BLUE ONE"

Blue One Limited Partnership, a Nebraska
 Limited Partnership,

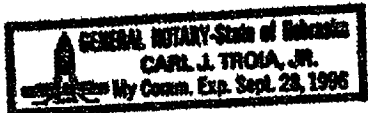
By: Werner Investments, Inc., a Nebraska corporation
 Its General Partner

By 

 Clarence L. Werner, President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on this 10th day of June, 1996, by Rod Kush.



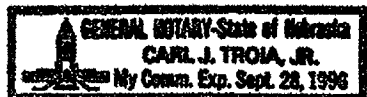
Carl J. Troia, Jr.

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on this 10th day of June, 1996, by Kathleen Kush.



Carl J. Troia, Jr.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

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NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me on this 4 day of June, 1996, by Clarence Werner, as a General Partner on behalf of Blue One Limited Partnership, a Nebraska limited partnership.



Donna R. Ingram

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CONSENT OF MORTGAGEE

Mid City Bank is the beneficiary under that certain Deed of Trust covering the Kush Parcel given by Rodney Kush and Kathleen Kush, as Trustors, to Thomas J. Young, as Trustee for the benefit of Mid City Bank, as Beneficiary, dated October 20, 1994,, recorded October 21, 1994, in Book 4427, page 621 of the Mortgage Records of Douglas County, Nebraska ("Deed of Trust"). Mid City does hereby consent to the terms of the attached Joint Storm Sewer Line Easement and hereby subordinates the Deed of Trust to the provisions of the attached Joint Storm Sewer Line Easement.

Dated this 4th day of June, 1996.

MID CITY BANK

By: James G. Fittl, Pres.

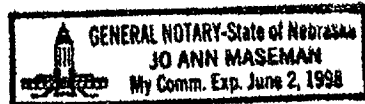
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4 day of June, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared JAMES G FITL, the PRESIDENT of Mid City Bank, before me, known to be the identical person whose name is affixed to the above Joint Storm Sewer Line Easement and acknowledged the same thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

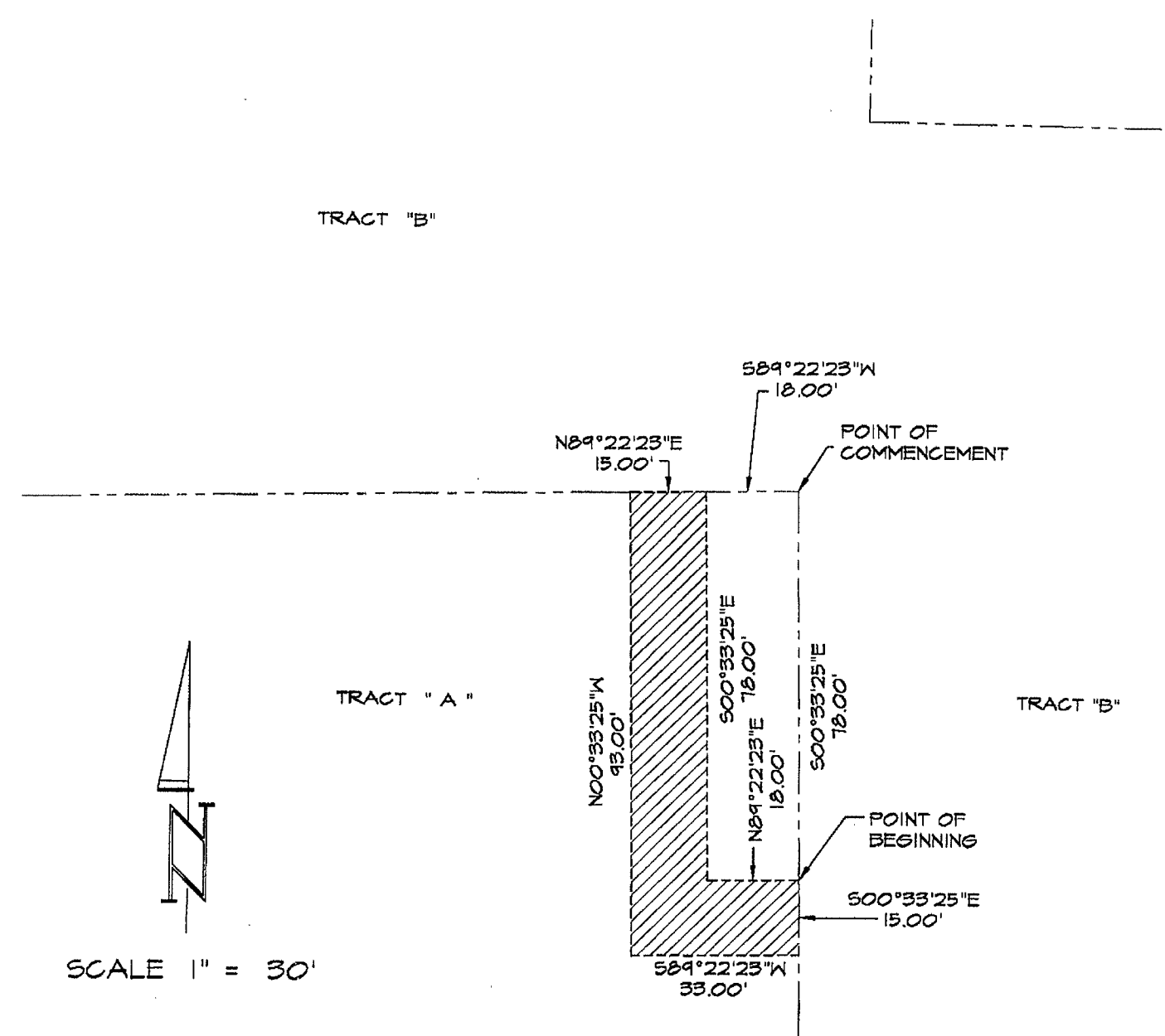
Jo Ann Maseman
Notary Public

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NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"
TO JOINT STORM SEWER LINE EASEMENT



LEGAL DESCRIPTION

THAT PART OF TRACT "A" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 188 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID TRACT "A"; THENCE 500°33'25"E (ASSUMED BEARING) 78.00 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING; THENCE CONTINUING 500°33'25"E 15.00 FEET ON THE EAST LINE OF SAID TRACT "A"; THENCE 589°22'23"W 33.00 FEET ON A LINE 93.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "A"; THENCE N00°33'25"W 93.00 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A" TO THE NORTH LINE OF SAID TRACT "A"; THENCE N89°22'23"E 15.00 FEET ON THE NORTH LINE THEREOF; THENCE 500°33'25"E 78.00 FEET ON A LINE 18.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A"; THENCE N89°22'23"E 18.00 FEET ON A LINE 78.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING.

NW 56

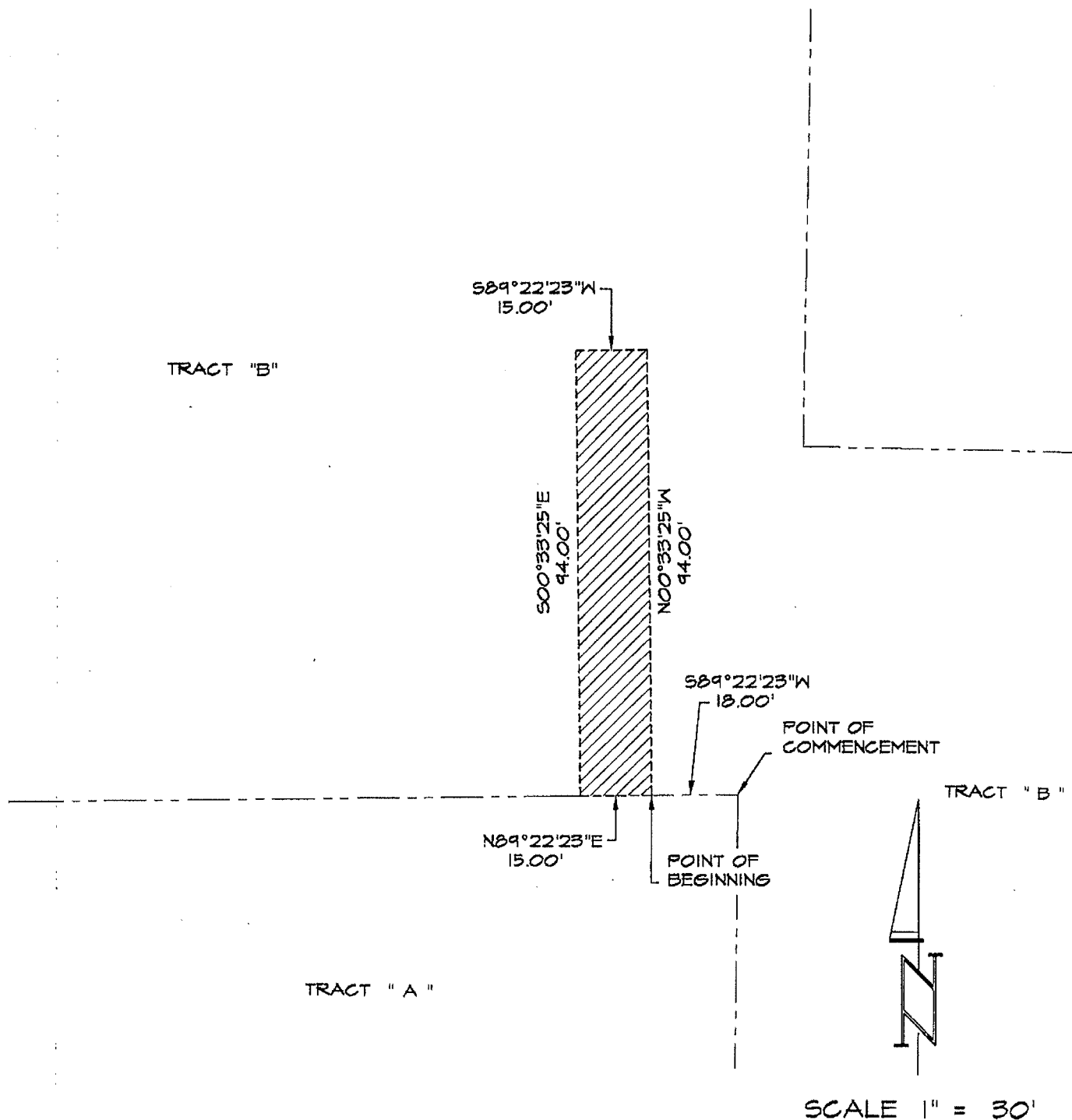
RON CIZEK CONSTRUCTION

TD2 FILE NO. 424-132-H

DATE: MAY 16, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-81

EXHIBIT "B"
TO JOINT STORM SEWER LINE EASEMENT



LEGAL DESCRIPTION

THAT PART OF TRACT "B" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 188 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF TRACT "A" OF SAID ADMINISTRATIVELY APPROVED SUBDIVISION; THENCE $S89^{\circ}22'23''W$ (ASSUMED BEARING) 18.00 FEET ON THE NORTH LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING; THENCE $N00^{\circ}33'25''W$ 94.00 FEET ON A LINE 18.00 FEET WEST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "A"; THENCE $S89^{\circ}22'23''W$ 15.00 FEET ON A LINE 94.00 NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "A"; THENCE $S00^{\circ}33'25''E$ 94.00 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "A" TO THE NORTH LINE OF SAID TRACT "A"; THENCE $N89^{\circ}22'23''E$ 15.00 FEET ON THE NORTH LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING.

NW SW

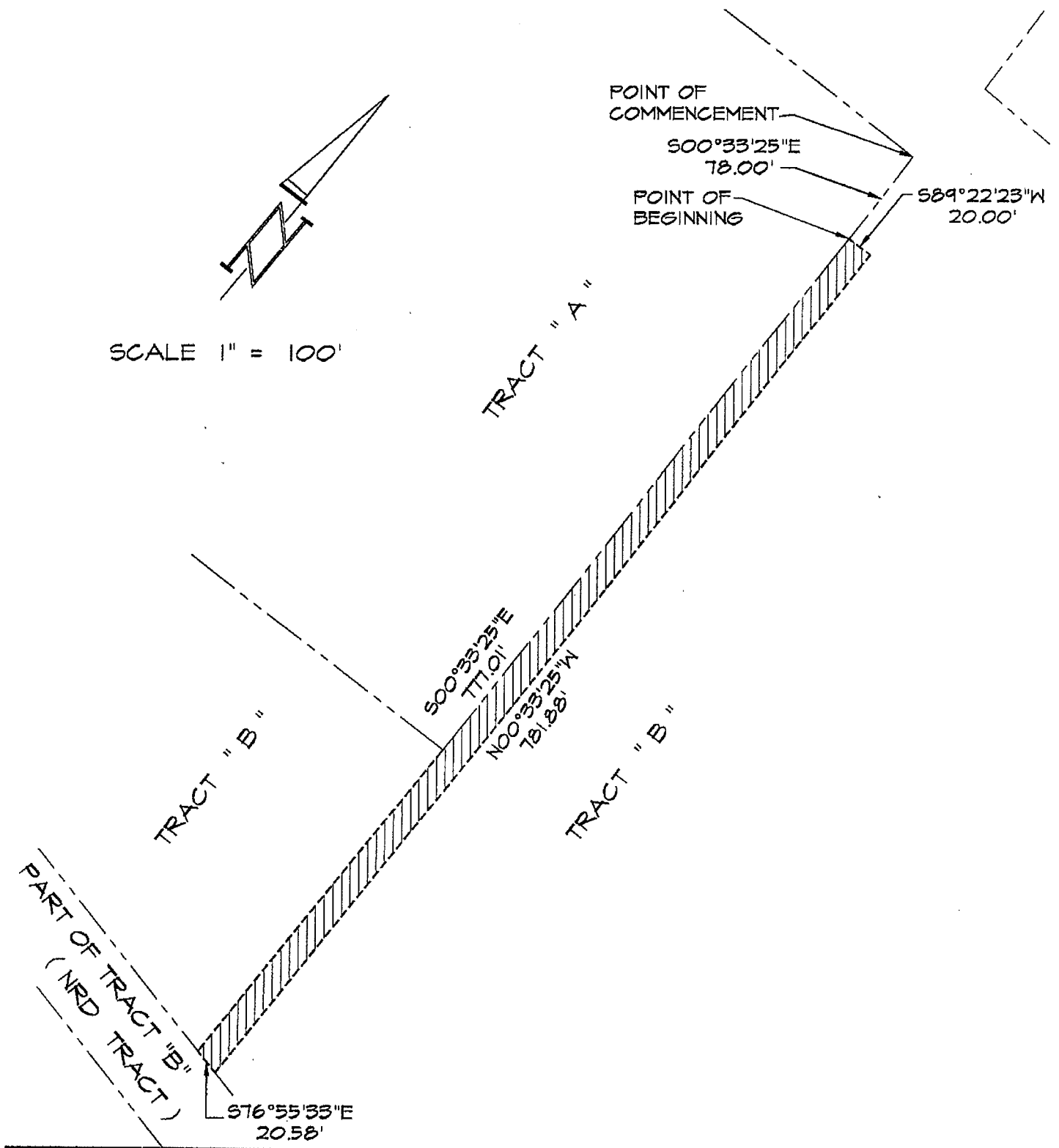
RON CIZEK CONSTRUCTION

TD2 FILE NO. 424-132-6

DATE: MAY 16, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-81

EXHIBIT "B-1"
TO JOINT STORM SEWER LINE EASEMENT



LEGAL DESCRIPTION

THAT PART OF TRACT "B" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 188 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF TRACT "A" OF SAID ADMINISTRATIVELY APPROVED SUBDIVISION; THENCE $500^{\circ}33'25''\text{E}$ (ASSUMED BEARING) 78.00 FEET ON THE EAST LINE OF SAID TRACT "A" AND ON THE WEST LINE OF SAID TRACT "B" TO THE POINT OF BEGINNING; THENCE CONTINUING $500^{\circ}33'25''\text{E}$ 771.01 FEET ON THE WEST LINE OF SAID TRACT "B" AND ITS SOUTHERLY EXTENSION TO THE NORTH LINE OF A PORTION OF SAID TRACT "B" CONDEMED BY THE PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT AND HEREIN AFTER CALLED NRD TRACT; THENCE $576^{\circ}55'33''\text{E}$ 20.58 FEET ON THE NORTH LINE OF SAID NRD TRACT; THENCE $N00^{\circ}33'25''\text{W}$ 781.88 FEET ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT "B"; THENCE $589^{\circ}22'23''\text{W}$ 20.00 FEET TO THE POINT OF BEGINNING.

RON CIZEK CONSTRUCTION

TD2 FILE NO. 424-132-F

DATE: MAY 16, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-81



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**EASEMENT AGREEMENT FOR OCCUPATION OF
LEVEE/CHANNEL RIGHT-OF-WAY**

This Agreement is entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska, 68138-3621 (hereinafter called "the DISTRICT") and BLUE ONE LIMITED PARTNERSHIP, a Nebraska Limited Partnership (hereinafter called "the GRANTEE", whether one or more and regardless of gender).

WHEREAS, the GRANTEE desires to install, operate, maintain and replace certain improvements, to-wit: 48 inch diameter storm sewer (hereinafter called "the Construction") in that portion of the DISTRICT'S levee/channel right-of-way in Douglas County, Nebraska, described as follows, to-wit: As described on Attachment A (such portion of the DISTRICT'S levee/channel right-of-way hereinafter called "the Easement Area," and

WHEREAS, the DISTRICT is agreeable to grant a permanent easement for the Construction in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of their mutual covenants herein expressed, the DISTRICT and the GRANTEE agree as follows:

1. The DISTRICT does hereby grant to the GRANTEE, and his, her, their or its heirs, successors and assigns, the permanent easement and right to install, operate, maintain, repair and replace the Construction, in, under, and through the Easement Area, in accordance with the plans and specifications for the Construction dated April 9, 1996, and prepared by Thompson, Dreessen & Dorner, Inc., **original installation of the construction to be performed only during the period between August 1, 1996 and September 30, 1996,**
2. The DISTRICT'S levee and channel facilities, and appurtenances thereto, which are damaged or altered as a result of the installation, operation, maintenance, repair and replacement of the Construction, shall be properly and immediately restored by the GRANTEE to their "as built" condition. This shall include, but not be limited to, the following:
 - (a) All excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent levee.
 - (b) All seeded areas which are disturbed shall be re-seeded and a vegetative cover acceptable to the DISTRICT shall be established.
 - (c) All materials, pipe, debris and other construction materials shall be removed.
3. The GRANTEE agrees to pay the reasonable cost of all repairs of damages or rectification of alterations to the DISTRICT'S levee and channel facilities necessitated or caused by or arising out of the installation, operation, maintenance, repair or replacement of the Construction, or the use of the levee system by the GRANTEE and/or its contractors. In the event any such facilities

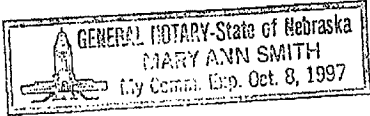
are not restored to their "as built" condition in accordance with Paragraph 2 above, within 30 days after the DISTRICT shall have demanded the same in writing, the DISTRICT shall be authorized to make or commission such repairs and, following demand therefor, shall have an action against the GRANTEE for the reasonable cost thereof, for the DISTRICT'S associated administration costs, and for such attorney fees and court costs as may be permitted by law.

4. The GRANTEE agrees to indemnify and hold the DISTRICT harmless from and against any and all liability, causes of action, claims and expense for personal injury or property damage arising out of or occasioned by the use of the Easement Area by the GRANTEE pursuant to this Easement Agreement, except as may be caused solely by the negligence of the DISTRICT, its agents and employees.
5. Except as provided herein, the GRANTEE shall be responsible for obtaining rights of ingress and egress to and from the Easement Area. Any use by the GRANTEE of the DISTRICT'S levee for vehicular traffic shall be limited to the Easement Area, and shall be limited to 3/4 ton rated pickups and automobiles (except in the immediate work area).
6. The GRANTEE agrees to reimburse the DISTRICT for all costs incurred by the DISTRICT in connection with the DISTRICT'S inspection of the installation, operation, maintenance, repair and replacement work permitted under this agreement, which inspection costs shall be itemized and transmitted by the DISTRICT to the GRANTEE within ninety days after their accrual.
7. The GRANTEE agrees to notify the DISTRICT at least 24 hours prior to beginning any work in the Easement Area.
8. Upon completion of installation of the Construction or any replacements thereof, the GRANTEE shall furnish to the DISTRICT two copies of "as built" plans for the Construction or replacement.
9. In the event the Corps of Engineers or the DISTRICT shall determine that it shall be necessary to reshape, relocate, or rebuild its levee improvements in the Easement Area, and in the event, in the determination of the DISTRICT, such work shall necessitate the removal, reinstallation, replacement, relocation, and/or alteration of the Construction, the GRANTEE agrees to reimburse the DISTRICT upon demand for that part of the DISTRICT'S cost for such work that shall be determined by the DISTRICT to be attributable to such removal, installation, replacement, relocation and/or alteration of the Construction.
10. The GRANTEE shall maintain the Construction in a manner which will not interfere with the continued operation and maintenance of the DISTRICT'S levee and channel facilities, the level of flood protection afforded by the DISTRICT'S levee system to be maintained at all times.
11. GRANTEE assumes the entire risk of loss or damage to the Construction, from all causes whatsoever, including flood or other natural disaster or act of God,

STATE OF NEBRASKA)
) ss.
COUNTY OF Garfield)

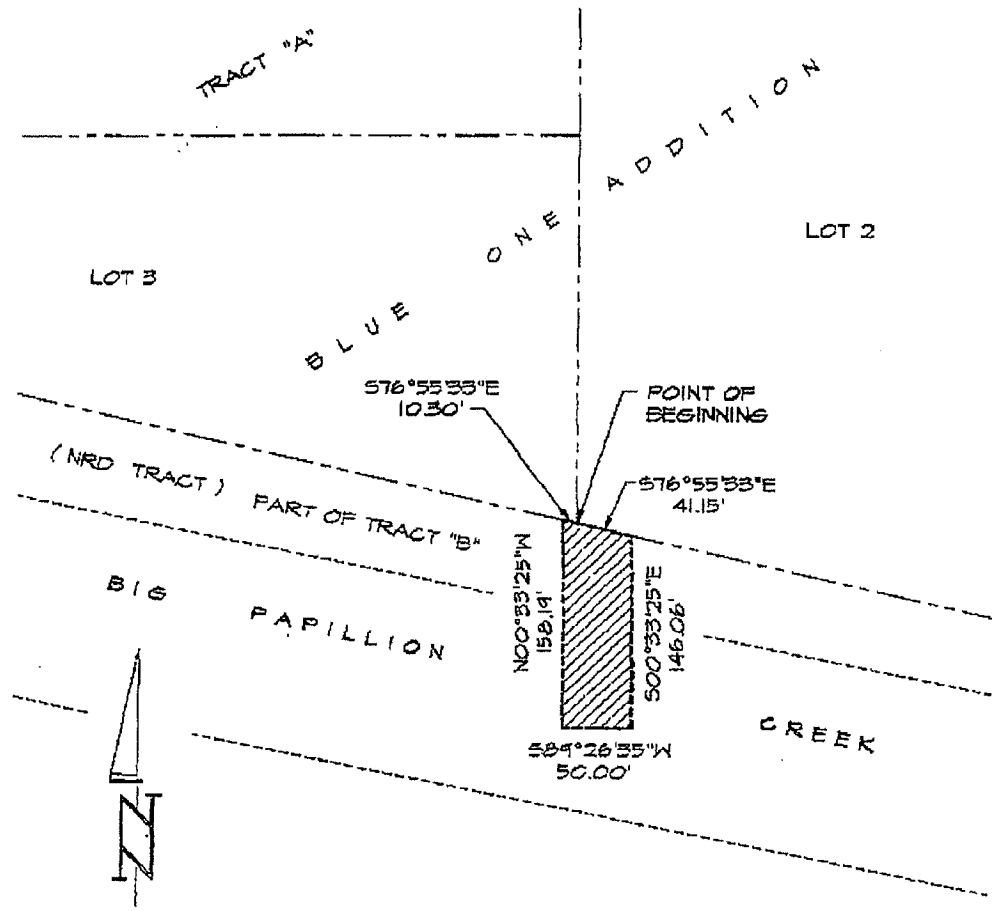
On the 8th day of May, 1996, before me, a Notary Public in and for said County, personally came the above-named, CLARENCE L. WERNER, President of Werner Investments, Inc., General Partner of BLUE ONE LIMITED PARTNERSHIP, a Nebraska limited partnership, and he acknowledged the execution of the above instrument as his voluntary act and deed and the voluntary act and deed of said limited partnership.

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



Mary Ann Smith
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



SCALE 1" = 100'

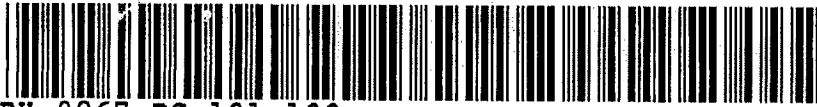
LEGAL DESCRIPTION

PART OF TRACT "B" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 188 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH PART OF THE BIG PAPILLION LEVEE- CHANNEL RIGHT-OF-WAY LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SAID SECTION 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 2, BLUE ONE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE S76°55'33"E (ASSUMED BEARING) 41.15 FEET ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE S00°33'25"E 146.06 FEET; THENCE S89°26'35"W 50.00 FEET; THENCE N00°33'25"W 158.19 FEET TO THE SOUTHERLY LINE OF LOT 3 SAID BLUE ONE ADDITION; THENCE S76°55'33"E 10.30 FEET ON THE SOUTHERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

SW } SW
NW }

GIZEK CONSTRUCTION TD2 FILE NO. 424-132 DATE: MARCH 23, 1996
 THOMPSON, DREESSEN AND DORNER, INC., 10636 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-390-8866

Werner Enterprises
 PO Box 37308
 Omaha Ne 68137-9987



BK 0967 PG 131-132



MISC 1991 11345

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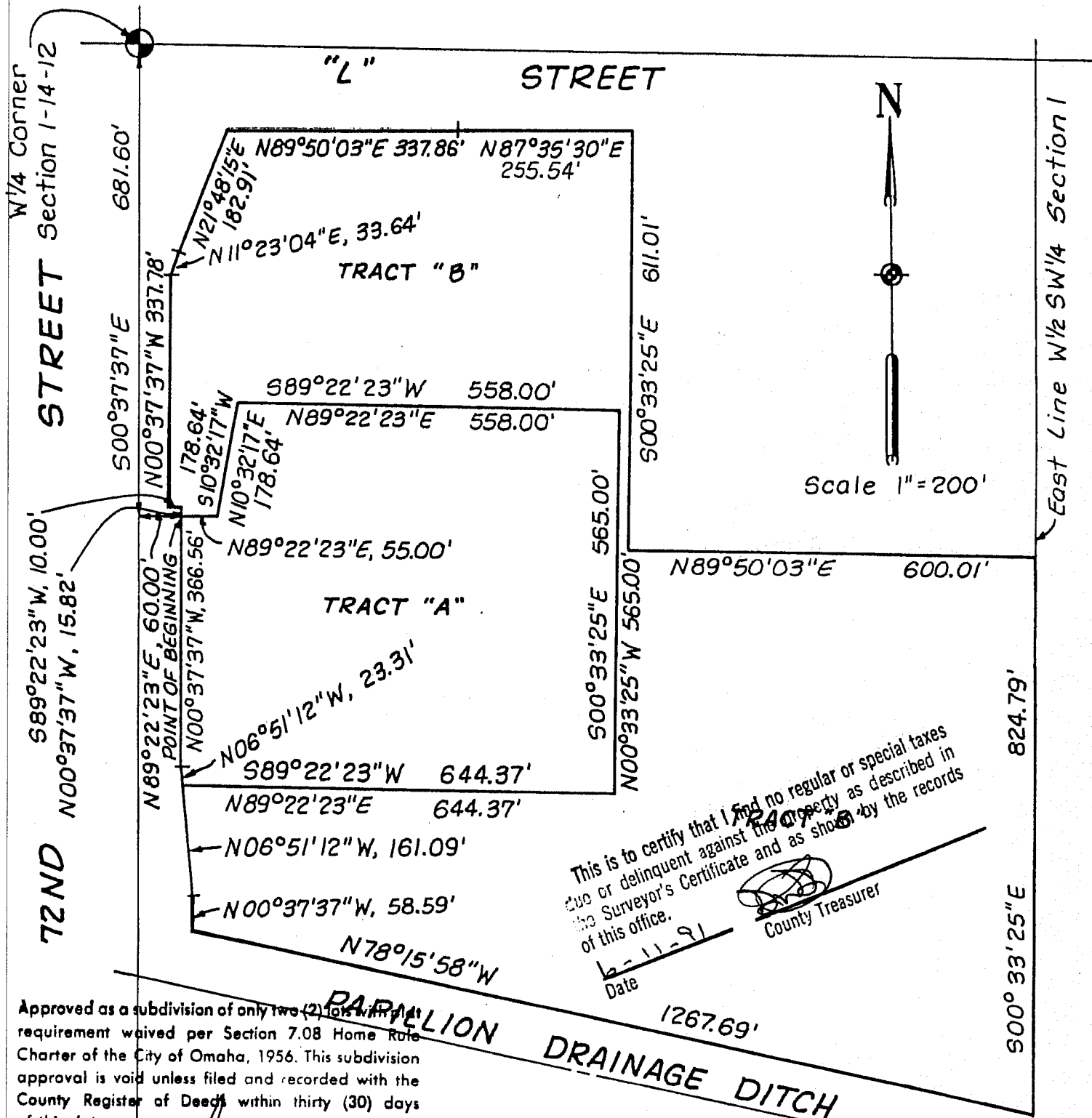
To The Office of
County Surveyor and Engineer
Douglas County

BOOK **967** PAGE **131**

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description : *See Attached Sheet.*



This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

[Signature]
County Treasurer

Date: 6-11-91

Approved as a subdivision of only two (2) lots with the requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless filed and recorded with the County Register of Deeds within thirty (30) days of this date.

Date: 6-14-91
[Signature]
Planning Director

[Signature]
Signature of Land Surveyor

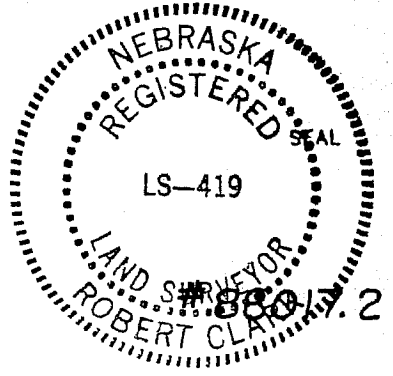
Date: 5-21-91 Reg. No. 419

DATE RECEIVED: _____

OFFICIAL ADDRESS: TRACT 'A' = 4911 So 72nd ST.
TRACT 'B' = 4709 So 72nd ST.

BLDG. PERMIT NO. _____

ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
2051 OMAHA, NE 68137



LEGAL DESCRIPTION
TRACT "A"

Noty Surv + Blue Street

A part of Tax Lot 8, a tax lot located in the W 1/2 of the SW 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW 1/4 of Section 1, a distance of 681.60 feet; thence N89°22'23"E, a distance of 60.00 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence continuing N89°22'23"E, a distance of 55.00 feet; thence N10°32'17"E, a distance of 178.64 feet; thence N89°22'23"E, a distance of 558.00 feet; thence S00°33'25"E, a distance of 565.00 feet; thence S89°22'23"W, a distance of 644.37 feet to a point on said Easterly right-of-way line of 72nd Street; thence along said Easterly right-of-way line of 72nd Street on the following described courses; thence N06°51'12"W, a distance of 23.31 feet; thence N00°37'37"E, a distance of 366.56 feet to the point of beginning.

Said tract of land contains an area of 8.104 acres, more or less.

#88017
5-13-91

Elliott & Associates
5316 South 132nd Street
Omaha, NE 68137

2051

11345 Misc.

RECEIVED A

JUN 14 3 45 PM '91
GEORGE J. BUDLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 967 N _____ OFFICER _____ FEE 10.00
PG 131-132 N 1-14-12 DEL VK MC We
OF None COMP _____ F/B 81-6000

QUITCLAIM DEED

DOCUMENTARY
STAMP TAX
Date 11-3-88
\$ 43.50 By CD

CENTER DEVELOPMENT COMPANY, an Oklahoma corporation duly authorized to do business in the State of Nebraska ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Donald W. Rogert

("Grantee", whether one or more), receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto Grantee and to Grantee's heirs, successors and assigns forever, all of Grantor's right, title and interest, in and to all that certain real estate located in Douglas County, Nebraska, legally described as follows:

That part of the abandoned Missouri Pacific Railroad right-of-way in the SW $\frac{1}{4}$ of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at a point on the Southeasterly right-of-way line of said abandoned railroad, said point being 33.00 feet North of the South line of said SW $\frac{1}{4}$; thence N31 $^{\circ}$ 23'37"E (assumed bearing) 1027.15 feet on the Southeasterly line of said abandoned railroad to the Southerly right-of-way line of the Big Papillion drainage ditch; thence N68 $^{\circ}$ 07'03"W 101.42 feet on the Southerly right-of-way line of said drainage ditch to the Northwesterly right-of-way line of said abandoned railroad; thence S31 $^{\circ}$ 23'37"W 652.39 feet on the Northwesterly right-of-way line of said abandoned railroad; thence N58 $^{\circ}$ 36'23"W 25.00 feet on the Northwesterly right-of-way line of said abandoned railroad; thence S31 $^{\circ}$ 23'37"W 434.28 feet on the Northwesterly right-of-way line of said abandoned railroad to a point 33.00 feet North of the South line of said SW $\frac{1}{4}$; thence East 146.43 feet on a line 33.00 feet North of and parallel to the South line of said SW $\frac{1}{4}$ to the point of beginning.

Together with all and singular the hereditaments thereunto belonging and any after-acquired title thereto which would otherwise inure to the benefit of Grantor.

TO HAVE AND TO HOLD the above described premises unto Grantee and to Grantee's heirs, successors and assigns forever; provided always that said premises are hereby transferred "AS IS" subject to any and all faults, conditions and defects, known or unknown, whether currently existing or arising in the future.

DATED: 10-27, 1988
RECEIVED

1988 NOV -3 PM 3:51

CENTER DEVELOPMENT COMPANY

By: Dean B. Truitt
Dean B. Truitt, Vice President

GEORGE J. DUGLEWICZ
REGISTER OF DEEDS

STATE OF Nebraska)
COUNTY OF Douglas) SS.

Before me a notary public qualified for said county, personally came Dean B. Truitt, Vice President of CENTER DEVELOPMENT COMPANY, an Oklahoma corporation, known to me to be the identical person who signed the foregoing instrument on behalf of said corporation 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 on 10-27, 1988.



Christine Sailors
Notary Public
My commission expires: _____

1837 1-14-12 KP C/O V FEE 5.50
658 1-14-12 DEL 114 MC WC

P.O. Box 2 - Valley - 68064

12610 ready



1050 596 MISC



35641 92 596-601

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PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DISPOSAL AREA TEMPORARY EASEMENT AGREEMENT
BIG PAPIILLION CREEK CHANNEL IMPROVEMENT PROJECT

THIS EASEMENT AGREEMENT is entered into by and among DON A. ROBERT (hereinafter referred to as "ROBERT") and PACKER'S BANK AND TRUST CO., TRUSTEE AND BENEFICIARY (hereinafter referred to as "the BANK") on the one hand (ROBERT and the BANK hereinafter being referred to collectively as "the GRANTORS"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the DISTRICT"), on the other hand, as grantee.

Recitals:

B. The DISTRICT is the non-federal sponsor of the Big Papillion Creek Channel Improvement Project (hereinafter referred to as "the Project"), being constructed by the U. S. Army Corps of Engineers' (hereinafter referred to as "the CORPS") in phases.

C. Past phases of the Project have been, and future phases are expected to be, constructed by independent contractors retained by the CORPS;

D. The DISTRICT, as non-federal sponsor, is responsible for acquiring disposal areas where the CORPS' contractor(s) can spoil (deposit) excess excavated materials;

E. During construction of the Project both clean (i.e., non-rubble-bearing) earth and rubble-bearing earth will be excavated; that a portion of the clean earth will be used as fill for Project improvements; but, that construction of the Project is expected to result in excess excavated materials consisting of a quantity of clean earth and a quantity of rubble-bearing earth; and,

F. BANK is the Trustee and Beneficiary of one or more Deeds of Trust executed by ROBERT and, as such, GRANTORS have legal or equitable title to several parcels of land in the W1/2 of the SW1/4, Section One (1), Township Fourteen North (Twp14N), Range 12 East (R12E) of the 6th P.M., Douglas County, Nebraska. Said parcels, hereinafter referred to as Parcels A, 1A, 1B, and 4 (and referred to collectively hereinafter as "the Property"), are more particularly described as follows:

PARCEL A

All that part of Tax Lot 8, a tax lot located in the W 1/2 of the S.W. 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying South of a straight line described as follows:

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW $\frac{1}{4}$ of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, thence S06°51'12"E along the Easterly right-of-way line of 72nd Street a distance of 16.09 feet, said point also being the point of beginning of such straight line; thence continuing N89°22'23"E, a distance of 1254.61 feet, more or less, to a point on the Easterly line of said Tax Lot 8, said point also being the point of termination of such straight line.

PARCEL 1A

A parcel of land located in the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW $\frac{1}{4}$ of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence N06°51'12"W, along said Easterly right-of-way line of 72nd Street, a distance of 16.09 feet; thence N89°22'23"E, a distance of 610.00 feet; thence northerly on a curve to the left with a radius of 20.00 feet a distance of 31.39 feet, said curve having a long chord which bears N44°24'29"E, a distance of 28.27 feet; thence N00°33'25"W, a distance of 529.00 feet; thence N89°22'23"E, a distance of 16.00 feet; thence S00°33'25"E, a distance of 565.00 feet; thence S89°22'23"W a distance of 644.37 feet to the point of beginning.

PARCEL 1B

A parcel of land located in the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW $\frac{1}{4}$ of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence continuing N89°22'23"E, a distance of 644.37 feet; thence N00°33'25"W, a distance of 565.00 feet; thence N89°22'23"E, a distance of 12.00 feet; thence S00°33'25"E, a distance of 581.00 feet; thence S89°22'23"W, a distance of 654.61 feet to a point on said Easterly right-of-way line 72nd Street;

thence N06°51'12"W, along said E asterly right-of-way line of 72nd Street, a distance of 16.09 feet to the point of beginning.

PARCEL 4

A parcel of land located in the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW $\frac{1}{4}$ of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street, said point also being the point of beginning; thence N87°35'30"E along said Southerly right-of-way line of "L" Street, a distance of 28.01 feet; thence S00°33'25"E, a distance of 385.54 feet; thence S89°22'23"W, a distance of 28.00 feet; thence N00°33'25"W, a distance of 384.67 feet to the point of beginning.

NW SW

F. GRANTORS agree that excess excavated materials from the Project (not including trees) may be spoiled (deposited) on Parcel A and desires to grant an easement to the DISTRICT for that purpose, subject to terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS OF THE PARTIES HEREINAFTER EXPRESSED, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Easement. ROBERT, for himself and for his heirs, successors and assigns, does hereby grant to the DISTRICT and the CORPS, their successors and assigns, and their officers, agents, employees and contractors, the following temporary easement rights over the Property (hereinafter "this Easement"), to-wit:

(a) the non-exclusive right to enter Parcel A and therein deposit excess excavated materials from the Project on all portions of Parcel A lying Northerly of the centerline of the DISTRICT's levee in Parcel A, described in the Easement Agreement recorded in Book 586 at Page 434 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska; and,

(b) the non-exclusive right to enter Parcel 1B and 4 and use such parcels for the purpose of obtaining ingress and egress to and from Parcel A.

2. Warranties. ROBERT, for himself and for his heirs, successors and assigns, covenants and agrees that, except for the BANK's aforesaid interest, he is the owner of the Property and that

he and the BANK have good right to grant this Easement; that the Property is free and clear of all other liens and encumbrances, except easements of record; and, that he will warrant and defend the DISTRICT'S title to this Easement against all lawful claims and demands of all persons whomsoever.

3. Duration of Easement. The rights granted by this Easement shall commence upon the execution of this Easement and shall terminate upon completion of construction of the remaining phases of the Project, which remaining phases comprehend channel work at the Union Pacific Railroad bridge over the Big Papillion Creek and also include channel and levee work in the reach of such creek from 84th Street to the Northern terminus of the Project.

4. Grades. The DISTRICT shall require that provisions be included in the construction contracts between the CORPS and its contractor(s) that (a) excess excavated materials from the Project shall be deposited on Parcel A in 3-foot lifts, or in such other manner as may be agreed to by and between ROBERT and the CORPS or its contractor(s), and (b) that the CORPS' contractor(s) shall leave Parcel A in a rough-graded and nearly-level condition upon termination of this Easement. The DISTRICT shall not be required to obtain the inclusion by the CORPS in any such construction contract of any provision requiring compaction of materials deposited on Parcel A, and no person exercising any of the rights granted by this Easement shall be held to any standard of compaction for such materials. GRANTORS reserve the right to move, rework, sort, hydrate, spread or compact any materials deposited on Parcel A, provided that such activities do not interfere with the rights granted by this Easement; and, provided further, that such activities do not result in diversion of drainage water over the DISTRICT'S levee in Parcel A without the DISTRICT'S written consent.

5. Equipment Storage. Machinery, vehicles and equipment of any type used to exercise rights granted by this Easement may be parked on the Property during the term of this Easement.

6. Notices. Written notices pursuant to this Agreement shall be mailed by certified mail to the DISTRICT at its offices at 8901 South 154th Street, Omaha, NE 68138-8819, to ROBERT at Post Office Box 638, Valley, NE 68064, and to the BANK at its principal place of business.

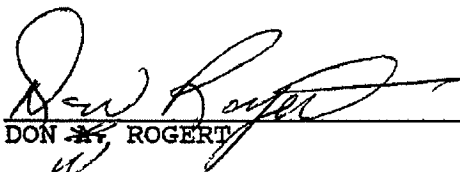
7. Damages. The consideration recited herein shall constitute payment in full for any and all damages sustained by GRANTORS and their heirs, successors and assigns by reason of the exercise of any of the rights or privileges herein described or granted. GRANTORS waive compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sections 25-2501, R.R.S., Nebraska, 1943, et seq., as amended).

8. Reservation. This Easement Agreement shall not pass, nor shall it be construed to pass, any fee simple interest or title to the above-described lands.

9. Insurance. The DISTRICT shall require that provisions be included in the construction contract(s) between the CORPS and its contractor(s) that such contractor(s) shall carry public liability insurance at all times during filling operations on the Property.

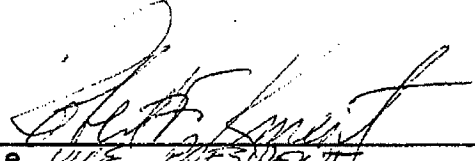
10. Complete Agreement. This Easement Agreement contains the complete agreement of the parties. No verbal representations or agreements were made or relied upon by the parties.

THIS AGREEMENT is executed by ROBERT this 17th day of December, 1992.


DON ~~ROBERT~~ ROBERT

THIS AGREEMENT is executed by the BANK this 15th day of December, 1992.

PACKER'S BANK AND TRUST CO., TRUSTEE
AND BENEFICIARY

BY 
Title VICE PRESIDENT

THIS AGREEMENT is executed by the DISTRICT this 21st day of December, 1992.

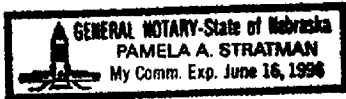
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

BY 
STEVEN G. OLTMANS,
General Manager

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

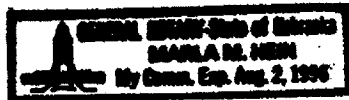
The foregoing instrument was acknowledged before me this 17th
day of December, 1992 by DON W. ROBERT.



Pamela A. Stratman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th
day of December, 1992 by Robert J. Ament,
of PACKER'S BANK AND TRUST CO., TRUSTEE
AND BENEFICIARY, on behalf of said corporation.



Pamela M. Hein
Notary Public

CASH 3564 B BK 1050 R 1-14-12 KP FB 01-60000
TYPE misc PG 596-60 C/O _____ COMP Q SCANS /
FEE 30.00 OF misc LEGL PG _____ MC VP FV _____

RECEIVED
Dec 28 1 39 PM '92
GEORGE J. DUSIEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

pdk21210.ea

Return: Papio-Missouri River NRD
8901 South 154th
Omaha NE 68138



1010 361 MISC



11920 92 361-366

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PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DISPOSAL AREA TEMPORARY EASEMENT AGREEMENT
BIG PAPIILLION CREEK CHANNEL IMPROVEMENT PROJECT

THIS EASEMENT AGREEMENT is entered into by and among DON A. ROBERT (hereinafter referred to as "ROBERT") and PACKER'S BANK AND TRUST CO., TRUSTEE AND BENEFICIARY (hereinafter referred to as "the BANK") on the one hand (ROBERT and the BANK hereinafter being referred to collectively as "the GRANTORS"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the DISTRICT"), on the other hand, as grantee.

Recitals:

B. The DISTRICT is the non-federal sponsor of the Big Papillion Creek Channel Improvement Project (hereinafter referred to as "the Project"), being constructed by the U. S. Army Corps of Engineers' (hereinafter referred to as "the CORPS").

C. The Project is expected to be constructed by one or more independent contractors retained by the CORPS;

D. The DISTRICT, as non-federal sponsor, is responsible for acquiring disposal areas where the CORPS' contractor(s) can spoil (deposit) excess excavated materials;

E. During construction of the Project both clean (i.e., non-rubble-bearing) earth and rubble-bearing earth will be excavated; that a portion of the clean earth will be used as fill for Project improvements; but, that construction of the Project is expected to result in excess excavated materials consisting of a quantity of clean earth and a quantity of rubble-bearing earth; and,

F. BANK is the Trustee and Beneficiary of one or more Deeds of Trust executed by ROBERT and, as such, GRANTORS have legal or equitable title to several parcels of land in the W1/2 of the SW1/4, Section One (1), Township Fourteen North (Twp14N), Range 12 East (R12E) of the 6th P.M., Douglas County, Nebraska. Said parcels, hereinafter referred to as Parcels A, 1A, 1B, and 4 (and referred to collectively hereinafter as "the Property"), are more particularly described as follows:

PARCEL A

All that part of Tax Lot 8, a tax lot located in the W 1/2 of the S.W. 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying South of a straight line described as follows:

NW SW
SW SW

PDK20430.EA

Papio Missouri River Natural Resources District
8901 So 154
Omaha Ne 68138

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW $\frac{1}{4}$ of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, thence S06°51'12"E along the Easterly right-of-way line of 72nd Street a distance of 16.09 feet, said point also being the point of beginning of such straight line; thence continuing N89°22'23"E, a distance of 1254.61 feet, more or less, to a point on the Easterly line of said Tax Lot 8, said point also being the point of termination of such straight line.

PARCEL 1A

A parcel of land located in the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW $\frac{1}{4}$ of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence N06°51'12"W, along said Easterly right-of-way line of 72nd Street, a distance of 16.09 feet; thence N89°22'23"E, a distance of 610.00 feet; thence northerly on a curve to the left with a radius of 20.00 feet a distance of 31.39 feet, said curve having a long chord which bears N44°24'29"E, a distance of 28.27 feet; thence N00°33'25"W, a distance of 529.00 feet; thence N89°22'23"E, a distance of 16.00 feet; thence S00°33'25"E, a distance of 565.00 feet; thence S89°22'23"W a distance of 644.37 feet to the point of beginning.

PARCEL 1B

A parcel of land located in the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence S00°37'37"E (assumed bearing) along the West line of said SW $\frac{1}{4}$ of Section 1, a distance of 1071.34 feet; thence N89°22'23"E, a distance of 62.53 feet to a point on the Easterly right-of-way line of 72nd Street, said point also being the point of beginning; thence continuing N89°22'23"E, a distance of 644.37 feet; thence N00°33'25"W, a distance of 565.00 feet; thence N89°22'23"E, a distance of 12.00 feet; thence S00°33'25"E, a distance of 581.00 feet; thence S89°22'23"W, a distance of 654.61 feet to a point on said Easterly right-of-way line 72nd Street;

thence N06°51'12"W, along said Easterly right-of-way line of 72nd Street, a distance of 16.09 feet to the point of beginning.

PARCEL 4

A parcel of land located in the SW $\frac{1}{4}$ of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the W $\frac{1}{4}$ corner of said Section 1; thence N89°50'03"E (assumed bearing) along the North line of said SW $\frac{1}{4}$ of Section 1, a distance of 693.02 feet; thence S00°09'57"E, a distance of 116.10 feet to a point on the Southerly right-of-way line of "L" Street, said point also being the point of beginning; thence N87°35'30"E along said Southerly right-of-way line of "L" Street, a distance of 28.01 feet; thence S00°33'25"E, a distance of 385.54 feet; thence S89°22'23"W, a distance of 28.00 feet; thence N00°33'25"W, a distance of 384.67 feet to the point of beginning.

F. GRANTORS agree that excess excavated materials from the Project (not including trees) may be spoiled (deposited) on Parcel A and desires to grant an easement to the DISTRICT for that purpose, subject to terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS OF THE PARTIES HEREINAFTER EXPRESSED, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Easement. ROBERT, for himself and for his heirs, successors and assigns, does hereby grant to the DISTRICT and the CORPS, their successors and assigns, and their officers, agents, employees and contractors, the following temporary easement rights over the Property (hereinafter "this Easement"), to-wit:

(a) the non-exclusive right to enter Parcel A and therein deposit excess excavated materials from the Project on all portions of Parcel A lying Northerly of the centerline of the DISTRICT's levee in Parcel A, described in the Easement Agreement recorded in Book 586 at Page 434 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska; and,

(b) the non-exclusive right to enter Parcel 1B and 4 and use such parcels for the purpose of obtaining ingress and egress to and from Parcel A.

2. Warranties. ROBERT, for himself and for his heirs, successors and assigns, covenants and agrees that, except for the

BANK's aforesaid interest, he is the owner of the Property and that he and the BANK have good right to grant this Easement; that the Property is free and clear of all liens and encumbrances, except easements of record; and, that he will warrant and defend the DISTRICT'S easement against all lawful claims and demands of all persons whomsoever.

3. Duration of Easement. The rights granted by this Easement shall terminate upon completion of construction of the channel improvements in the reach of the Project extending from Interstate 80 to 84th Street.

4. Grades. The DISTRICT shall require that provisions be included in the construction contract between the CORPS and its contractor(s) that (a) excess excavated materials from the Project shall be deposited on Parcel A in 3-foot lifts, or in such other manner as may be agreed to by and between ROBERT and the CORPS or its contractor(s), and (b) that the CORPS' contractor shall leave Parcel A in a rough-graded and nearly-level condition upon termination of this Easement. The DISTRICT shall not be required to obtain the inclusion by the CORPS in any such construction contract of any provision requiring compaction of materials deposited on Parcel A, and no person exercising any of the rights granted by this Easement shall be held to any standard of compaction for such materials. GRANTORS reserve the right to move, rework, sort, hydrate, spread or compact any materials deposited on Parcel A, provided that such activities do not interfere with the rights granted by this Easement; and, provided further, that such activities do not result in diversion of drainage water over the DISTRICT'S levee in Parcel A without the DISTRICT'S written consent.

5. Equipment Storage. Machinery, vehicles and equipment of any type used to exercise rights granted by this Easement may be parked on the Property during the term of this Easement.

6. Notices. Written notices pursuant to this Agreement shall be mailed by certified mail to the DISTRICT at its offices at 8901 South 154th Street, Omaha, NE 68138-8819, to ROBERT at Post Office Box 638, Valley, NE 68064, and to the BANK at its principal place of business.


7. Damages. The consideration recited herein shall constitute payment in full for any and all damages sustained by GRANTORS and their heirs, successors and assigns by reason of the exercise of any of the rights or privileges herein described or granted. GRANTORS waive compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sections 25-2501, R.R.S., Nebraska, 1943, et seq., as amended).

8. Reservation. This Easement Agreement shall not pass, nor shall it be construed to pass, any fee simple interest or title to the above-described lands.

9. Insurance. The DISTRICT shall require that provisions be included in the construction contract between the CORPS and its contractor(s) that such contractor(s) shall carry public liability insurance at all times during filling operations on the Property.

10. Complete Agreement. This Easement Agreement contains the complete agreement of the parties. No verbal representations or agreements were made or relied upon by the parties.

THIS AGREEMENT is executed by ROBERT this 4th day of May, 1992.


DON A. ROBERT

THIS AGREEMENT is executed by the BANK this 1st day of MAY, 1992.

PACKER'S BANK AND TRUST CO., TRUSTEE
AND BENEFICIARY

BY 
Title _____

THIS AGREEMENT is executed by the DISTRICT this 4th day of MAY, 1992.

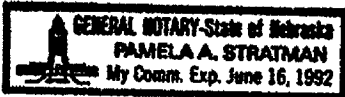
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By 
STEVEN G. OLTMANS,
General Manager

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

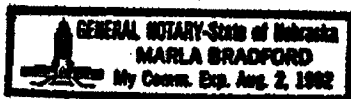
The foregoing instrument was acknowledged before me this 4th day of May, 1992 by DON A. ROBERT.



Pamela A. Stratman
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 1st day of May, 1992 by Robert G. Kment of PACKER'S BANK AND TRUST CO., TRUSTEE AND BENEFICIARY, on behalf of said corporation.



Marla J. Bradford
Notary Public

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MISC

BK 1010 N 1-14-1204 C/O 3050 FEE 20
PG 361 N 366 DEL JK MC 20
OF Misc COMP JK F/B 01-60000

RECEIVED
MAY 6 8 18 AM '92
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE