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EASEMENT AND COVENANTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 17<sup>th</sup> 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

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. Sederstrom, 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: Chr. of Bd.

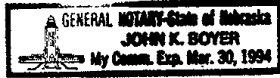
THE STATE OF NEBRASKA, acting by and  
through the Nebraska Department of  
Roads

By: [Signature]  
Title: Right of Way Manager

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of January, 1992, before me, a notary public in and for said county and state, personally came JOHN A. 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.

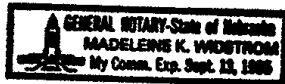


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 14<sup>th</sup> 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 16<sup>th</sup> 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



CHILDRENS PROPERTY  
EXHIBIT "A"

**Legal Description:**

Part of the NE 1/4 of Section 33, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the N 1/4 corner of Section 33-15-11; thence along the West line of the NE 1/4 S1 degree 30'10"E a distance of 33.00 feet to the Southerly right-of-way line of U.S. #275; thence along said right-of-way line N89 degrees 59'06"E a distance of 748.77 feet; thence S1 degree 25'55"E a distance of 678.96 feet; thence S37 degrees 26'19"E a distance of 624.47 feet; thence N89 degrees 43'44"E a distance of 343.00 feet; thence S39 degrees 42'01"E a distance of 189.78 feet; thence S0 degrees 47'45"W a distance of 1,228.70 feet to the South line of the NE 1/4; thence along said line S87 degrees 41'17"W a distance of 1,195.00 feet; thence N46 degrees 54'41"W a distance of 463.36 feet; thence N1 degree 30'10"W a distance of 2,279.86 feet to the Point of Beginning. Said tract contains 70.830 acres exclusive of any public highway or county road right-of-way.

Part of the NE 1/4 of Section 33, located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of Section 33-15-11; thence along the East line of the NE 1/4 S1 degree 25'19"E a distance of 33 feet; thence S87 degrees 23'37"W a distance of 33 feet to the Southerly right-of-way line of U.S. #275 and the West right-of-way line of 168th Street and the Point of Beginning; thence along the West right-of-way line of 168th Street S1 degree 25'19"E a distance of 1,994.10 feet; thence departing said right-of-way line S69 degrees 32'07"W a distance of 282.42 feet; thence N21 degrees 30'58"W a distance of 2,189.01 feet to the Southerly right-of-way line of U.S. #275; thence along said right-of-way line N86 degrees 21'56"W a distance of 524.67 feet; thence continuing along said right-of-way line N87 degrees 23'37"E a distance of 494.86 feet to the Point of Beginning. Said tract contains 30.473 acres exclusive of any public highway or county road right-of-way.

The Northwest Quarter (NW 1/4) of Section 33, Township 15 North, Range 11 East of the Sixth P.M., Douglas County, Nebraska, except that part described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence Northerly along the East line of said Northwest Quarter, 330.00 feet; thence Northwesterly to a point, said point being 590.00 feet West of and 925.00 feet North of said point of beginning; thence Northwesterly to a point, said point being 660.00 feet West of and 1,980.00 feet North of said point of beginning; thence Southwesterly to a point, said point being 1,320.00 feet West of and 1,350.00 feet North of said point of beginning; thence Northwesterly to a point, said point being 1,980.00 feet West of and 2,310.00 feet North of said point of beginning; thence Northwesterly to a point on the North line of said Northwest Quarter, said point being 540.00 feet Easterly of the Northwest corner thereof; thence Westerly along said North line of the Northwest Quarter, 100.00 feet; thence Southwesterly to a point, said point being 2,310.00 feet West of and 2,310.00 feet North of said point of beginning; thence Southeasterly to a point, said point being 1,980.00 feet West of and 1,350.00 feet North of said point of beginning; thence Southwesterly to a point, said point being 2,310.00 feet West of and 1,020.00 feet North of said point of beginning; thence Westerly parallel with said North line of the Northwest Quarter to the West line thereof; thence Southerly along said West line of the Northwest Quarter to the southwest corner thereof; thence Easterly along the South line of said Northwest Quarter to the point of beginning.

EXHIBIT "A"

33-15-11 140

33-15-11

IMMANUEL PROPERTY EXHIBIT "B"

Part of the SE 1/4 of Section 28, and part of the East 1/2 of the SW 1/4 of Section 28, all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said SE 1/4 of Section 28; thence S89°41'35"E (Assumed Bearing) along the North line of said SE 1/4 of Section 28, a distance of 2622.53 feet to a point on the West right-of-way line of 168th Street; thence S00°15'45"W along said West right-of-way line of 168th Street, a distance of 2549.42 feet to the point of intersection of said West right-of-way line of 168th Street and the North right-of-way line of West Center Road; thence N89°54'24"W along said North right-of-way line of West Center Road, a distance of 495.18 feet; thence N88°44'55"W along said North right-of-way line of West Center Road, a distance of 2121.97 feet to a point on the West line of said SE 1/4 of Section 28; thence N86°44'06"W along said North right-of-way line of West Center Road, a distance of 292.09 feet; thence N00°16'07"E, a distance of 155.24 feet; thence N89°43'53"W, a distance of 100.00 feet; thence S00°16'07"W, a distance of 150.00 feet to a point on said North right-of-way line of West Center Road; thence N86°44'06"W along said North right-of-way line of West Center Road, a distance of 935.46 feet to a point on the West line of said E 1/2 of the SW 1/4 of Section 28; thence N00°05'18"E along said West line of the E 1/2 of the SW 1/4 of Section 28, a distance of 2447.77 feet to the Northwest corner of said E 1/2 of the SW 1/4 of Section 28; thence S89°41'35"E along the North line of said SW 1/4 of Section 28, a distance of 1,327.61 feet to the Point of Beginning.

28-15-1190

28-15-11

PROJECT F275- 5 (1018) TRACT 3

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON, IF ANY, FOR HIGHWAY RIGHT OF WAY PURPOSES LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: NE NW NW 4

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EASTERLY A DISTANCE OF 2649.08 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 50 MINUTES, 30 SECONDS RIGHT, A DISTANCE OF 56.52 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE WESTERLY DEFLECTING 087 DEGREES, 53 MINUTES, 12 SECONDS RIGHT, A DISTANCE OF 505.42 FEET; THENCE WESTERLY DEFLECTING 011 DEGREES, 08 MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 202.74 FEET TO A POINT ON THE SOUTHERLY EXISTING HIGHWAY RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 009 DEGREES, 51 MINUTES, 55 SECONDS LEFT, A DISTANCE OF 1200.03 FEET ALONG SAID RIGHT OF WAY LINE; THENCE WESTERLY DEFLECTING 014 DEGREES, 51 MINUTES, 59 SECONDS LEFT, A DISTANCE OF 186.72 FEET TO A POINT ON THE PROPERTY LINE OF THE CONDEMNEE(S) ALONG THE PROPERTY LINE OF THE GRANTOR(S) TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTHWESTERLY DEFLECTING 048 DEGREES, 16 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 146.97 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 101 DEGREES, 21 MINUTES, 17 SECONDS LEFT, A DISTANCE OF 86.04 FEET TO A POINT ON THE PROPERTY LINE OF THE CONDEMNEE(S); THENCE WESTERLY DEFLECTING 072 DEGREES, 34 MINUTES, 55 SECONDS RIGHT, A DISTANCE OF 409.65 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTHERLY DEFLECTING 086 DEGREES, 07 MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 46.69 FEET ALONG SAID LINE TO THE POINT OF BEGINNING CONTAINING 2.83 ACRES, MORE OR LESS.

SE SE SW SE

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON, IF ANY, FOR HIGHWAY RIGHT OF WAY PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY A DISTANCE OF 2649.56 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTHERLY DEFLECTING 091 DEGREES, 07 MINUTES, 48 SECONDS RIGHT, A DISTANCE OF 193.49 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE EASTERLY DEFLECTING 098 DEGREES, 00 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 396.60 FEET; THENCE EASTERLY DEFLECTING 010 DEGREES, 43 MINUTES, 22 SECONDS LEFT, A DISTANCE OF 850.53 FEET; THENCE EASTERLY DEFLECTING 013 DEGREES, 19 MINUTES, 53 SECONDS RIGHT, A DISTANCE OF 152.97 FEET; THENCE EASTERLY DEFLECTING 010 DEGREES, 51 MINUTES, 11 SECONDS LEFT, A DISTANCE OF 1001.49 FEET; THENCE EASTERLY DEFLECTING 010 DEGREES, 20 MINUTES, 01 SECONDS LEFT, A DISTANCE OF 174.40 FEET; THENCE NORTHERLY DEFLECTING 079 DEGREES, 53 MINUTES, 11 SECONDS LEFT, A DISTANCE OF 461.65 FEET; THENCE EASTERLY DEFLECTING 089 DEGREES, 20 MINUTES, 44 SECONDS RIGHT, A DISTANCE OF 75.56 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 02 SECONDS RIGHT, A DISTANCE OF 597.61 FEET ALONG SAID LINE TO THE POINT OF BEGINNING CONTAINING 8.93 ACRES, MORE OR LESS.

AND ALSO:

SE SW

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON, IF ANY, FOR HIGHWAY RIGHT OF WAY PURPOSES LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY A DISTANCE OF 1324.54 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTHERLY DEFLECTING 090 DEGREES, 26 MINUTES, 08 SECONDS RIGHT, A DISTANCE OF 263.39 FEET ALONG THE WEST LINE OF THE PROPERTY OWNED BY THE CONDEMNEE(S); THENCE EASTERLY DEFLECTING 103 DEGREES, 39 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 328.15 FEET TO A POINT ON THE NORTHERLY EXISTING HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 011 DEGREES, 05 MINUTES, 31 SECONDS LEFT, A DISTANCE OF 300.30 FEET ALONG SAID RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 005 DEGREES, 04 MINUTES, 23 SECONDS LEFT, A DISTANCE OF 312.58 FEET TO A POINT ON THE PROPERTY LINE OF THE CONDEMNEE(S); THENCE SOUTHERLY DEFLECTING 092 DEGREES, 04 MINUTES, 31 SECONDS RIGHT, A DISTANCE OF 27.68 FEET ALONG SAID LINE TO A POINT ON THE NORTHERLY EXISTING HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 087 DEGREES, 00 MINUTES, 08 SECONDS LEFT, A DISTANCE OF 100.14 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 092 DEGREES, 59 MINUTES, 52 SECONDS LEFT, A DISTANCE OF 36.54 FEET ALONG THE PROPERTY LINE OF THE CONDEMNEE(S); THENCE EASTERLY DEFLECTING 087 DEGREES, 55 MINUTES, 29 SECONDS RIGHT, A DISTANCE OF 296.00 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 093 DEGREES, 12 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 193.49 FEET ALONG SAID LINE TO THE POINT OF BEGINNING CONTAINING 5.70 ACRES, MORE OR LESS.

CP

FEE SIMPLE TITLE TO A TRACT OF LAND AND ALL IMPROVEMENTS THEREON, IF ANY, FOR HIGHWAY RIGHT OF WAY PURPOSES LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: NW NE

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTHERLY A DISTANCE OF 56.52 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE EASTERLY DEFLECTING 093 DEGREES, 05 MINUTES, 01 SECONDS LEFT, A DISTANCE OF 295.12 FEET TO A POINT ON THE SOUTHERLY EXISTING HIGHWAY RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 004 DEGREES, 34 MINUTES, 12 SECONDS RIGHT, A DISTANCE OF 453.98 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 091 DEGREES, 29 MINUTES, 11 SECONDS LEFT, A DISTANCE OF 63.47 FEET ALONG THE EAST LINE OF THE PROPERTY OWNED BY THE CONDEMNEE(S); THENCE WESTERLY DEFLECTING 090 DEGREES, 50 MINUTES, 45 SECONDS LEFT, A DISTANCE OF 748.60 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING CONTAINING 0.91 ACRES, MORE OR LESS.

1987-1988 PHOTOGRAPH  
NOT TO SCALE

Douglas County Photo F-9  
7-11-88 11-88 24

West Drainageway

East Drainageway

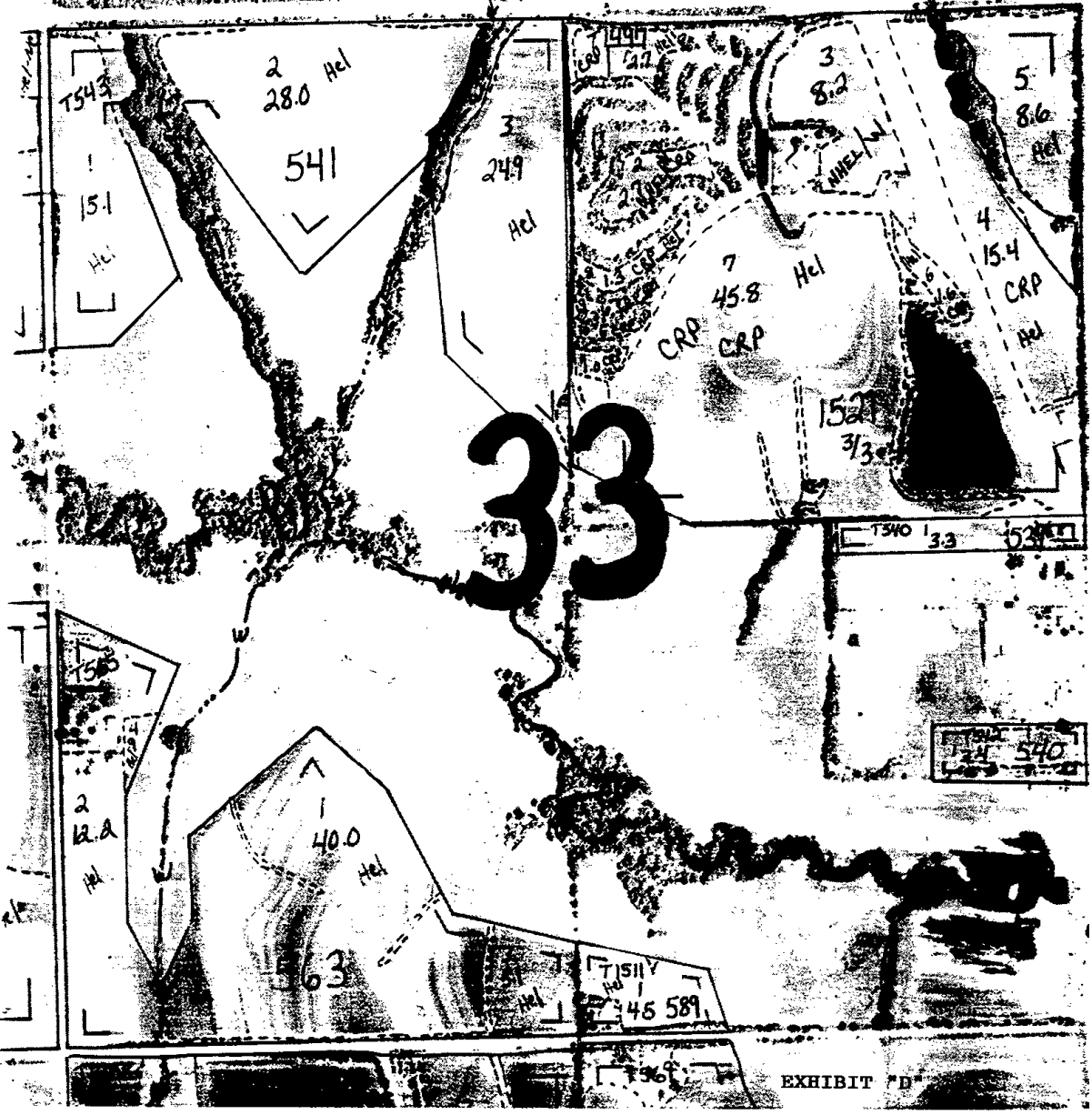
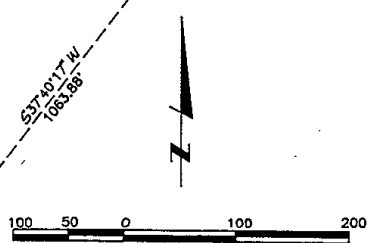
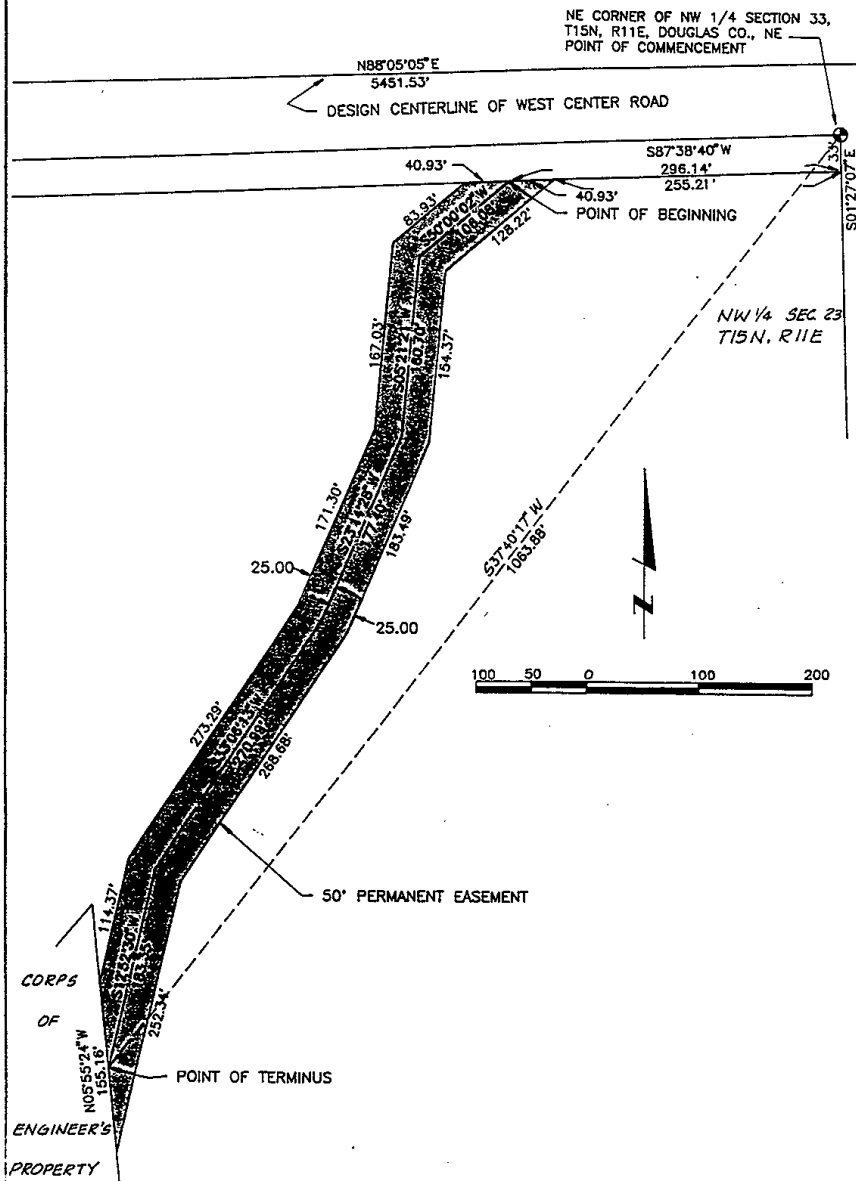


EXHIBIT "D"

SEE LEGAL DESCRIPTION ON PAGE 2 OF 2.



Book \_\_\_\_\_ Page \_\_\_\_\_ Date AUGUST 26, 1991 Job Number 89058-6921

**lamp, ryneerson & associates, inc.**  
 architects engineers surveyors planners  
 14747 california street omaha, nebraska 68154 402-496-2488

PAGE 1 OF 2  
 EXHIBIT "E"

LEGAL DESCRIPTION

A permanent fifty (50) foot strip easement for drainage over that part of the Northwest Quarter of Section 33, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

NE NW  
100

Commencing at the northeast corner of the said NW 1/4 of Section 33; Thence South 01°27'07" East (assumed bearings) for 33.00 feet along the east line of the said NW 1/4 of Section 33 to the south line of the county roadway easement;

Thence South 87°38'40" West for 296.14 feet along said south ROW line of the county roadway easement to the TRUE POINT OF BEGINNING on the centerline of said fifty foot strip easement;

Thence South 50°00'02" West for 106.08 feet along said centerline; Thence South 05°21'21" West for 160.70 feet along said centerline; Thence South 23°14'28" West for 177.40 feet along said centerline; Thence South 33°06'13" West for 270.99 feet along said centerline; Thence South 12°52'30" West for 183.35 feet along said centerline to the boundary line of the Corps of Engineers property and the Point of Terminus.

Said Point of Terminus lies South 37°40'17" West for 1063.88 feet from the Point of Commencement.  
Contains 1.03 acres.

1653 N  
Mear

BR 224 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 116  
PG 6-28 N \_\_\_\_\_ RP DEL ✓ MC ✓  
OF hms COMP A F/B 01-60000

August 26, 1991  
Lamp, Rynearson and Associates  
89058

RECEIVED  
JAN 22 3 38 PM '92  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE