

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
47-08838

97-08838

97 MAY -7 PM 3:21

*Sharon J. Lawley*  
REGISTER OF DEEDS

Counter   
Verify:   
D.E.:   
Proof:   
Fee: 35.50  
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Cash   
Charge

**EASEMENT AGREEMENT**  
(Utilities)

THIS AGREEMENT is made and entered into this 6<sup>TH</sup> day of May, 1997,  
by and between Evelyn M. Weiss ("Weiss") and Werner Enterprises, Inc., a Nebraska corporation  
("Werner").

**WITNESSETH:**

WHEREAS, Weiss is the owner of the property described on Exhibit "A" attached hereto  
(the "Weiss Property");

WHEREAS, Werner is the owner of the property described on Exhibit "B" attached hereto  
(the "Werner Property"); and

WHEREAS, the parties have reached certain agreements with respect to easements for a  
utilities to be located along the southern border of the Werner Property and the northern border of  
the Weiss Property and desire to set forth such agreements in writing in this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants  
contained herein, and other valuable consideration, the parties agree as follows:

1. Weiss does hereby grant and confirm unto Werner a perpetual easement to use the  
parcel of land designated and described on Exhibit "C" attached hereto (the "Easement Area") for  
the purpose of constructing, inspecting, maintaining, repairing and using utility lines including, but  
not limited to, facilities such as water mains and appurtenances, gas mains and appurtenances,  
underground electrical, cable TV, and telephone. Such easement shall be for the benefit of all  
present and future owners of all or any part of the Werner Property. Werner further agrees to pay  
all contractors and suppliers engaged by Werner to perform work or provide materials in the  
Easement Area and keep the Easement Area and Weiss Property free of liens for such work and  
materials. To the fullest extent permitted by law, Werner shall indemnify and hold Weiss harmless  
from and against any and all claims, damages, losses and expenses arising out of or in connection  
with the performance by Werner of its construction, inspection, maintenance, repair and use of the  
utility lines permitted by this Agreement, provided that such claim, damage, loss or expense is  
attributable to lien claims of contractors or suppliers or bodily injury or to injury to or destruction of  
tangible property, but only to the extent caused in whole or in part by breach of this Agreement by  
Werner or the negligent acts or omissions or willful misconduct of Werner, its employees, agents,  
contractors or anyone else for whose acts they may be liable.

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2. If any utility lines are installed on the Werner Property, Werner hereby grants Weiss an easement across the south 55 feet of the Werner Property lying directly north of the Easement Area from the location of the utility lines south to the Weiss Property in order to enable Weiss to connect to such utility lines for services to the Weiss Property. Werner further agrees that Weiss shall have unrestricted right to connect to such utility lines except as may be limited by the providers of such utilities, provided that all such connections shall be made in a manner so as not to cause damage to or disturb use by Werner of the roadway on the Werner Property. Such easement and right shall be for the benefit all owners of all or any part of the Weiss Property, and their invitees, tenants and licensees.

3. No buildings or other permanent structures shall be placed in, on, over or across the Easement Area by Weiss. Weiss shall be entitled to landscape, grade, pave and place utility lines in the Easement Area with the prior written approval of Werner, which approval shall not be unreasonably withheld. Any pavement or utility lines placed in the Easement Area by Weiss shall be maintained by Weiss and, if the Easement Area is paved or landscaped, Weiss shall further be obligated to pay any increased costs incurred to obtain access to the utility lines placed in the Easement Area for repairs as a result of such pavement or landscaping and the cost of restoring such pavement or landscaping other than the driveway or connecting street from the Werner Property to the Weiss Property, all costs for access to and repair of which shall be the responsibility of Werner. The foregoing notwithstanding, Weiss shall be entitled to add fill material and perform associated grading and compaction upon prior written notice to Werner but without the need for consent.

4. Werner shall cause any disturbance of grade made in the Easement Area whether caused by construction or thereafter through settling or natural erosion to be properly refilled, compacted below the topsoil level and graded. Except as otherwise provided in paragraph 3 above, Werner shall cause the Easement Area to be mowed and maintained at all times in a neat and orderly condition unless there is a fence in the Easement Area in which case Werner shall only be obligated to mow and maintain the Easement Area lying north of such fence. In the event Werner at any time disturbs the grade in connection with its use of the Easement Area, Werner shall be obligated to reseed and restore grass in the Easement Area.

5. Weiss acknowledges that it is the current intention of Werner to assign this Agreement to SID No. 52 or other appropriate governmental agency. Weiss agrees to cooperate in said assignment and to sign such documents as are necessary to accomplish the assignment provided that Weiss is not materially prejudiced thereby, but without incurring any additional direct liability or cost. In the event this Agreement is so assigned, Werner shall be released of its obligations hereunder provided such obligations are assumed by SID No. 52 or such other governmental agency.

6. Nothing in this Agreement is intended to or shall limit or avoid the statutory or common law duties of the parties to each other with respect to surface drainage.

7. Except as contemplated in paragraph 5 above, the provisions in this Agreement shall operate as a covenant running with the Weiss Property, the Easement Area and the Werner Property (as applicable) and shall bind the current owners of the Weiss Property, the Easement Area and Werner Property (as applicable) and their respective heirs, administrators, executors, successors and assigns.



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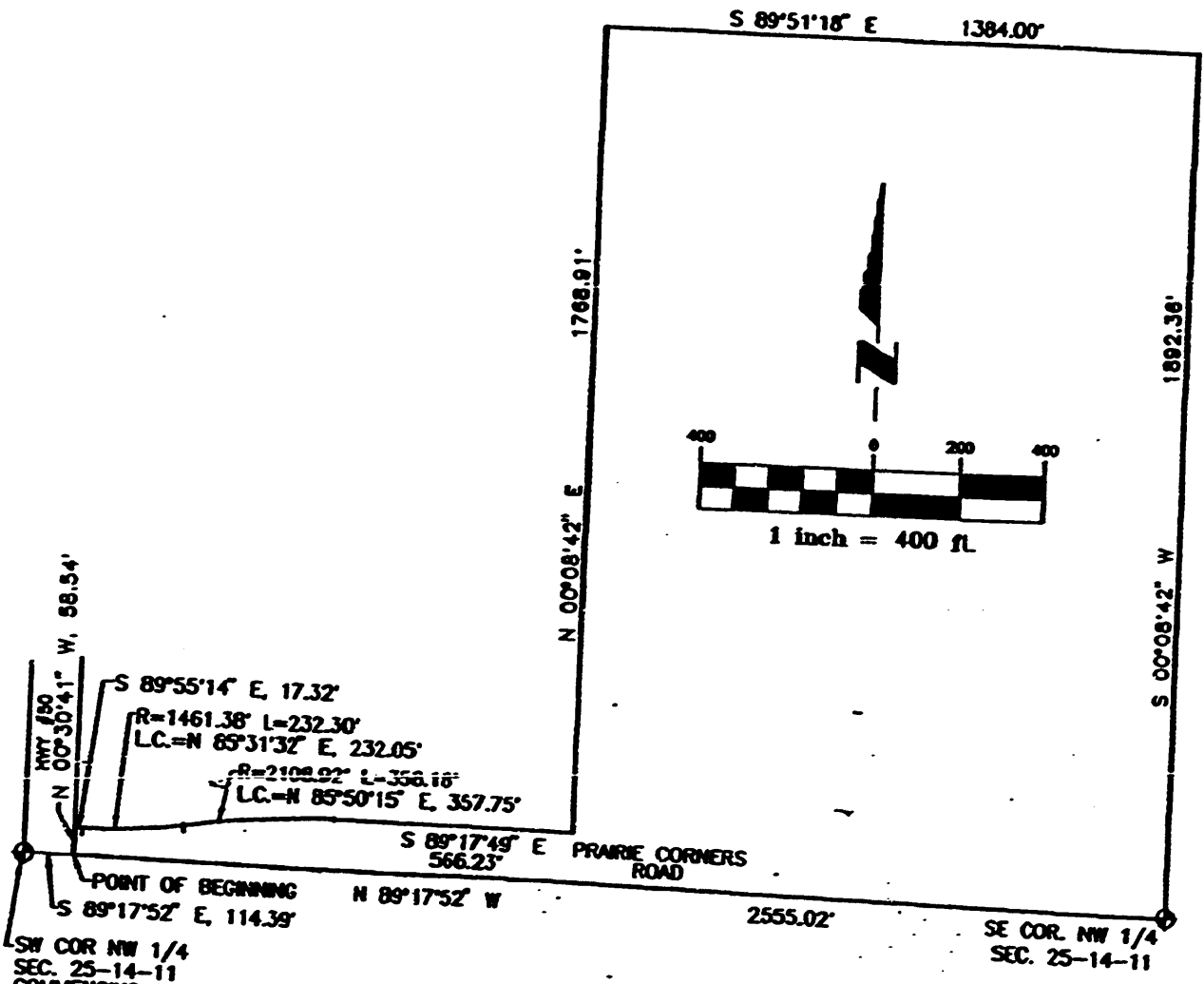
**EXHIBIT "A"**

**WEISS PROPERTY**

The West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 25,  
Township 14 North, Range 11 East of the 6th P.M., Sarpy County,  
Nebraska.

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### EXHIBIT "B"



EAA CONSULTING GROUP  
12001 "G" STREET  
OMAHA, NE 68137  
(402) 485-6700 FAX (402) 485-7000

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**EXHIBIT "B"**

**LEGAL DESCRIPTION  
"WERNER PROPERTY"**

**A tract of land located in the NW ¼ of Section 25, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, more particularly described as follows:**

**Commencing at the Southwest Corner of said NW ¼ of Section 25; thence S89°17'52"E(assumed bearing) along the South line of said NW ¼ of Section 25, a distance of 114.39 feet to a point on the east right-of-way line of State Highway 50, said point also being the point of beginning; thence N00°04'43"E, along said East right-of-way line of State Highway 50, a distance of 58.57 feet; thence easterly, on a curve to the left with a radius of 1,461.38 feet, a distance of 232.30 feet, said curve having a long chord which bears N85°31'32"E, a distance of 232.05 feet; thence easterly, on a curve to the right with a radius of 2,108.92 feet, a distance of 358.18 feet, said curve having a long chord which bears N85°50'15"E, a distance of 357.75 feet; thence S89°17'49"E, a distance of 566.23 feet; thence N00°08'42"E, a distance of 1,768.91 feet; thence S89°51'18"E, a distance of 1,384.00 feet to a point on the East line of said NW ¼ of Section 25; thence S00°08'42"W, along said East line of the NW ¼ of Section 25, a distance of 1,892.36 feet to a point on said South line of the NW ¼ of Section 25; thence N89°17'52"W, along said South line of the NW ¼ of Section 25, a distance of 2,555.02 feet to a point on the East right-of-way line of State Highway 50, said point also being the point of beginning.**

**Said tract of land contains an area of 62.532 acres, more or less.**

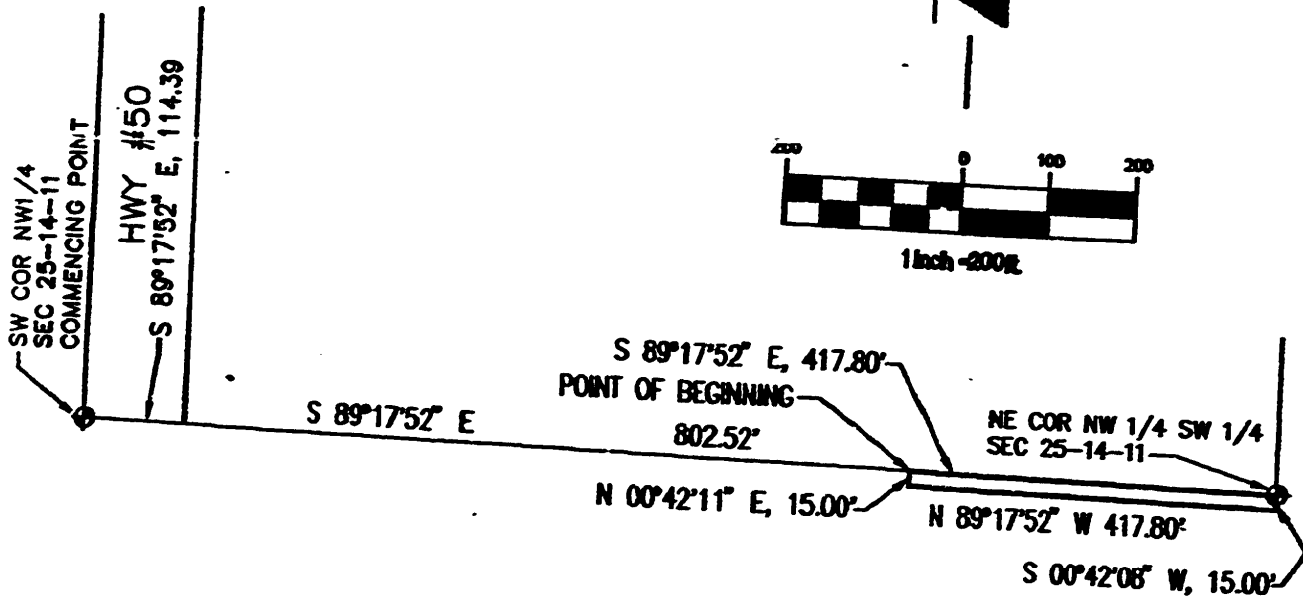
97-08838 F

# EXHIBIT C

## LEGAL DESCRIPTION PERMANENT UTILITY EASEMENT

The North Fifteen (15.00) feet of the East 417.80 feet of the NW 1/4 of the SW 1/4 of Section 25, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

Said permanent utility easement contains an area of 6,267 square feet, more or less.



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