

FILED SARPY CO. NE.
INSTRUMENT NUMBER
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Sharon J. Lawing
REGISTER OF DEEDS

97-08839

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EASEMENT AGREEMENT
(Storm Sewer-West)

THIS AGREEMENT is made and entered into this 6TH 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 an easement for a box culvert and storm sewer to be located on 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 (including grading), inspecting, maintaining and operating a box culvert and storm sewer (the "Sewer"). Werner hereby agrees to maintain the Sewer according to the specifications set forth on said Exhibit "C". The Sewer shall be constructed, inspected, maintained and operated so as not to damage, obstruct or otherwise impair any existing sewer line located in the Easement Area. 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 harmless Weiss from and against all claims, damages, losses and expenses arising out of or resulting from performance of the construction, inspection, maintenance and operation of the Sewer permitted by this Agreement, provided that such claim, damage, loss or expense is attributable to lien claims of contractors and 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 wilful misconduct of Werner, its employees, agents, contractors or anyone else for whose acts they may be liable.

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97-08839 A

2. Werner hereby agrees that Weiss shall have the unrestricted right to connect to the Sewer except as may be limited by any governmental authority having jurisdiction over the Sewer, provided that all such connections shall be made in a manner so as not to cause damage to or disturb use of the Sewer by Werner and Werner makes no representations that the Sewer is sized adequately for any such connections. Such easement and right shall be for the benefit of all owners of all or any part of the Weiss Property, and their 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 plant crops, landscape, grade, fill, compact, pave and place utility lines in the Easement Area, provided the Sewer is not damaged, obstructed or otherwise impaired thereby. Werner shall be obligated to repair and restore any landscaping, grading, paving or utility lines placed in the Easement Area by Weiss if the same are damaged by Werner, its employees, agents or contractors in connection with Werner's exercise of its rights or performances of its obligations hereunder with respect to the Sewer.

4. Werner shall cause any disturbance of grade made on the Easement Area whether caused by construction or thereafter through settling or natural erosion to be properly refilled and graded.

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 both the Weiss Property and the Werner Property and shall bind the current owners of the Weiss Property and Werner Property and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Evelyn M. Weiss
Evelyn M. Weiss

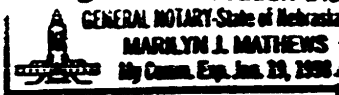
WERNER ENTERPRISES, INC., a
Nebraska corporation

By: Robert J. [Signature]
Its: Executive Vice President

97-088393

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of May, 1997, before me, a Notary Public, in and for said County and State, personally appeared Evelyn M. Weiss, who executed the above and foregoing Agreement and acknowledged the execution thereof to be her voluntary act and deed.

 Marilyn J. Mathews
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6th day of May, 1997, before me, a Notary Public, in and for said County and State, personally appeared Robert E. Amowicki Executive Vice President of Werner Enterprises, Inc., a Nebraska corporation, who executed the above and foregoing Agreement and acknowledged the execution thereof to be the voluntary act and deed of said corporation.

 Marilyn J. Mathews
Notary Public

EXHIBIT "A"

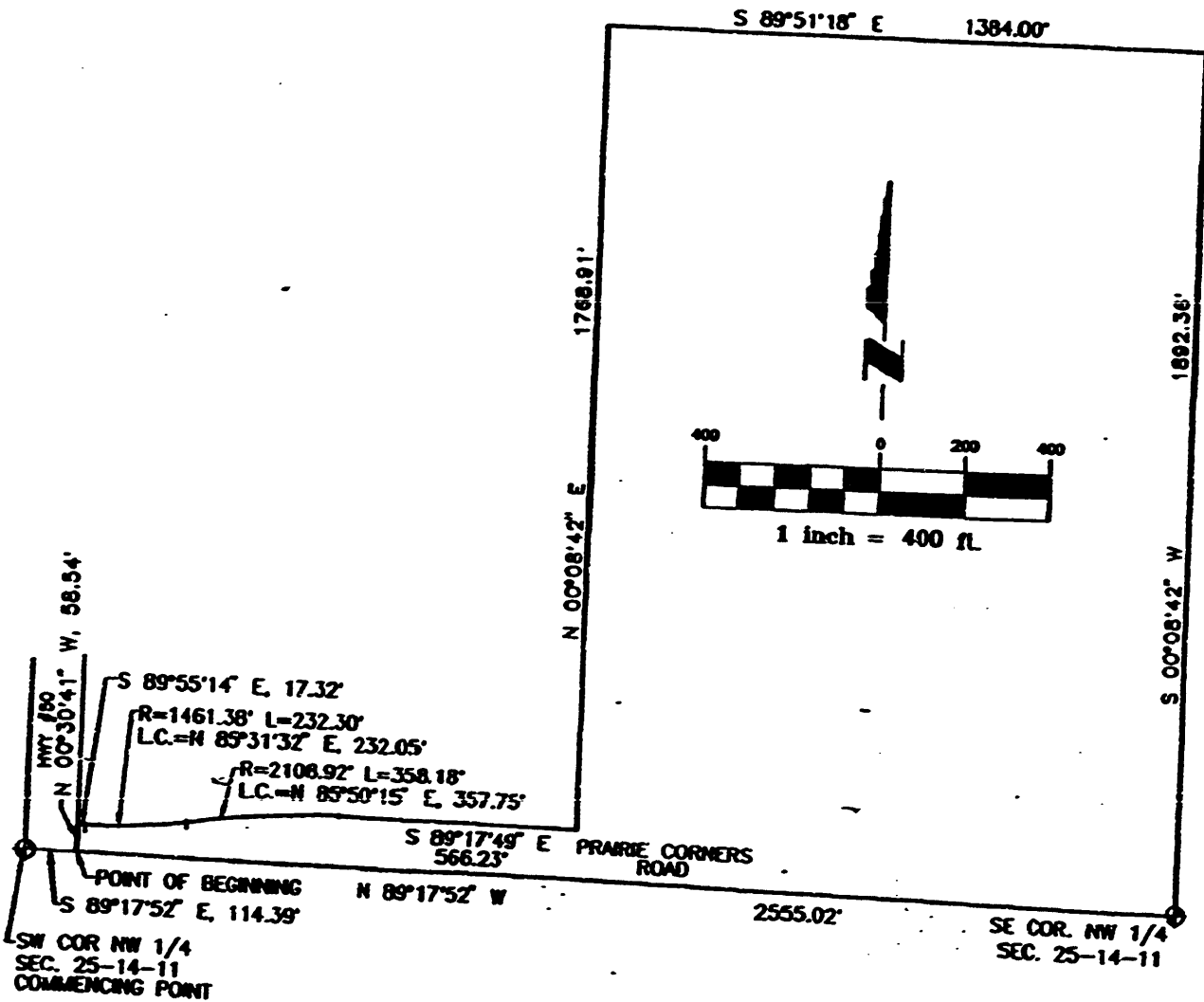
97-08839C

WEISS PROPERTY

The West Half (E½) of the Southwest Quarter (SW¼) of Section 25,
Township 14 North, Range 11 East of the 6th P.M., Sarpy County,
Nebraska.

97-08839D

EXHIBIT "B"



EAA CONSULTING GROUP
12001 'O' STREET
OMAHA, NE 68137
(402) 935-4788 FAX (402) 935-9888

97-08839E

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 6th 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.

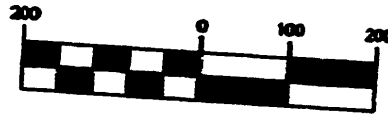
Said tract of land contains an area of 62.532 acres, more or less.

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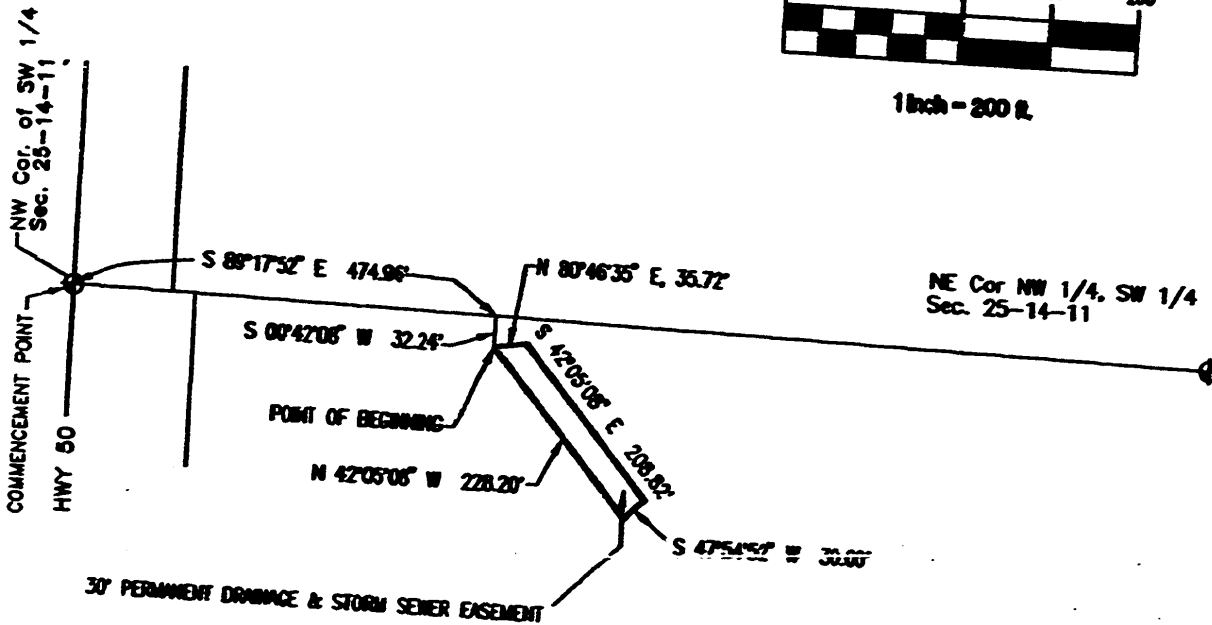
EXHIBIT "C"

DESCRIPTION OF WORK

Improvements to accommodate surface stormwater drainage from existing culvert structure crossing Highway 50 and transport southerly via storm sewer pipe to an channel. Construction to include approximately 30 feet of 78" RCP storm sewer, 190 feet of 90" RCP storm sewer, gabion outlet structure to existing channel, clean-out and filling of the existing channel together with structures, bedding, rip-rap and other necessary and incidental items to construct a complete storm drainage system.



1 inch = 200 ft.



97-08839 G

EXHIBIT "C"

LEGAL DESCRIPTION PERMANENT DRAINAGE AND UTILITY EASEMENT (Storm Sewer - West)

A permanent drainage and storm sewer easement located in NW ¼ of the SW ¼ of Section 25, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska more particularly described as follows:

Commencing at the NW corner of said SW ¼ of Section 25; thence S89°17'52"E (assumed bearing) along the north line of said SW ¼ of Section 25, a distance of 474.96 feet; thence S00°42'00"W, a distance of 32.24 feet to the Point of Beginning; thence N80°46'35"E, a distance of 35.72 feet; thence S42°05'00"E, a distance of 208.82 feet; thence S47°54'52"W, a distance of 30.00 feet; thence N42°05'00"W, a distance of 228.20 feet to the point of beginning.

Said permanent drainage and storm sewer easement contains an area of 6,555 square feet, more or less.