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RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



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EASEMENT AGREEMENT

This Easement Agreement is entered into by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a governmental subdivision of the State of Nebraska (hereinafter referred to as "the DISTRICT") and **MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2**, under Trust Agreement dated February 24, 1995, as amended (hereinafter referred to as "the TRUSTEE").

WHEREAS, the DISTRICT is the owner of the tract of land (hereinafter referred to as "the EASEMENT AREA") in Omaha, Douglas County, Nebraska, described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, the TRUSTEE is the owner of the following described property, to-wit:

THE WEST ONE HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, EXCEPT THE EASEMENT AREA, EXCEPT THAT PART LYING NORTH OF MILITARY ROAD, AND EXCEPT THAT PART PREVIOUSLY DEEDED TO THE UNITED STATES FOR STANDING BEAR LAKE.

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and

THE EAST ONE HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, EXCEPT THE EASEMENT AREA,

NE } SW  
SE }

hereinafter referred to collectively as "the TRUSTEE'S PROPERTY"); and,

WHEREAS, pursuant to the Agreement entitled "Agreement - PL 566 Project, Structure D-17," entered into by the parties contemporaneously herewith, the DISTRICT, hereby determines to grant certain easements to the TRUSTEE.

Return TO:  
Brown and Wolff  
Suite 270 Embassy Tower  
9300 Underwood Avenue  
Omaha, Ne. 68114

UP

NOW, THEREFORE, in consideration of said Agreement and the payment by the TRUSTEE to the DISTRICT of the sum of One Dollar and other good and valuable consideration, their foregoing recitals, and the mutual covenants herein expressed:

A. Temporary Easement

The DISTRICT hereby grants to the TRUSTEE, and its successors and assigns, the temporary easement right to excavate, fill and borrow earth material in and from the EASEMENT AREA, at the TRUSTEE's sole cost and expense, and to construct upon the Easement Area, in accordance with the grading plans and specifications prepared by the TRUSTEE and approved by the DISTRICT, expansions of the surface area and storage capacity of the permanent and flood pools of the Papillion Creek Watershed PL-566 Project Site D-17, a grade stabilization project of the United States Department of Agriculture Natural Resources Conservation Service and the DISTRICT located in part within the EASEMENT AREA, such easement to terminate on completion of such excavation, filling and borrowing, or on June 30, 1998, whichever occurs first; and,

B. Permanent Easements

The DISTRICT hereby grants to the TRUSTEE, and its successors and assigns:

(1) the permanent easement right to enter the EASEMENT AREA and therein construct, operate, maintain, repair and replace sanitary sewers and storm drainage facilities serving the TRUSTEE'S PROPERTY, at the TRUSTEE's sole cost and expense, in accordance with plans and specifications prepared by the TRUSTEE and approved by the DISTRICT, such sewers and facilities to be sited at locations (other than in, on, or under the dam embankment or the base of the emergency spillway of the Project Site D-17 a grade stabilization structure) to be determined by the TRUSTEE and approved by the NRD, which approvals shall not be withheld unreasonably, such easement to be terminated upon permanent abandonment of such sewers and storm drainage facilities; and,

(2) the permanent easement right to enter the EASEMENT AREA and therein construct, operate, maintain, repair and replace an underground pipeline, at the TRUSTEE's sole cost and expense, in accordance with plans and specifications prepared by the TRUSTEE and subject to the written approval by the District, which approval shall not be unreasonably withheld, such pipeline to be sited at a location (other than in, on or under the dam embankment or emergency spillway of the Project Site D-17 a grade stabilization structure) to be determined by the TRUSTEE and subject to the written approval by the District, which approvals shall not be withheld unreasonably, and such pipeline to convey water from a well on the TRUSTEE'S PROPERTY to the EASEMENT AREA for the purpose of supplementing the natural runoff of water into the reservoir of Site D-17 in order to keep the elevation of the water therein at or near the elevation of the dam's principal spillway riser inlet, and such easement to be terminated upon permanent abandonment of such pipeline;

such sanitary sewers, storm drainage facilities and pipeline hereinafter being referred to collectively as the EASEMENT IMPROVEMENTS.

The easements granted by this Easement Agreement shall be subject to the following additional terms and conditions:

1. The TRUSTEE, at the TRUSTEE'S sole cost and expense, shall maintain all the EASEMENT IMPROVEMENTS in a manner which will not interfere with the operation or maintenance of the D-17 grade stabilization/flood control structure located adjacent to the EASEMENT AREA.

2. The TRUSTEE assumes the entire risk of loss or damage to the EASEMENT IMPROVEMENTS from all causes whatsoever, including flood or other natural disaster or acts of God, except such loss or damage as shall be caused solely by the negligence of the DISTRICT, its officers, agents, employees or contractors.

3. The TRUSTEE agrees to defend and indemnify the DISTRICT, 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 TRUSTEE's exercise of the rights granted by this Easement Agreement, by any other use of the EASEMENT AREA by the TRUSTEE, or by the EASEMENT IMPROVEMENTS therein, except such injury or damage as may be caused solely by the negligence of the DISTRICT, its officers, agents, employees or contractors.

4. In constructing, operating, maintaining, repairing and replacing the EASEMENT IMPROVEMENTS (a) all excavations shall be backfilled and compacted in accordance with the DISTRICT's specifications; (b) all areas which are disturbed shall be reseeded and a vegetative cover acceptable to the DISTRICT shall be established; (c) all construction materials and debris shall be removed from the EASEMENT AREA; and (d) all sanitary sewer manholes shall be constructed so that the top of the manhole is above the elevation of the maximum pool of the Reservoir (elevation of top of Project Site D-17 grade stabilization structure) or shall be secured (or bolted), pressure-tight, and watertight. If any such restoration is not completed within a reasonable time after demand therefor by the DISTRICT, the DISTRICT may perform such work and the TRUSTEE agrees to reimburse the DISTRICT upon demand for the reasonable costs incurred by the DISTRICT for such work.

5. Nothing in this Easement Agreement shall be construed as a warranty by the DISTRICT of its title to the EASEMENT AREA, nor as a warranty with respect to the interest herein conveyed. The TRUSTEE shall be responsible for obtaining its own rights of ingress and egress to and from the EASEMENT AREA.

6. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address as either party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.

7. The provisions of this Easement Agreement shall run with the land and shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

8. The TRUSTEE, for itself and for its successors and assigns, disclaims and quitclaims to the DISTRICT and its successors and assigns, all of the TRUSTEE's right, title and interest in and to the EASEMENT AREA except those rights granted to the TRUSTEE by this Easement Agreement.

9. By accepting an assignment from the TRUSTEE or its successors or assigns of the easement or rights granted by this Easement Agreement, or by exercising rights hereunder, each assignee agrees to be bound, jointly and severally with the TRUSTEE, to the faithful performance of the covenants of the TRUSTEE hereunder.

10. This Easement Agreement shall be effective upon signatures of the parties and recordation with the Register of Deeds of Douglas County, Nebraska.

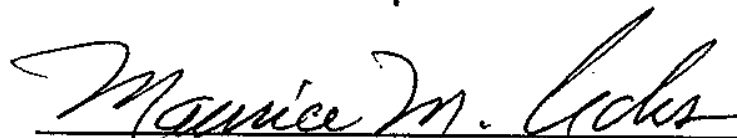
IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the respective dates shown

Executed by the DISTRICT on this 18 day of July, 1997.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**  
8901 South 154th Street  
Omaha, Nebraska 68138-3621

BY   
**STEVEN G. OLTMANS, General Manager**

Executed by the TRUSTEE on this 18 day of July, 1997.

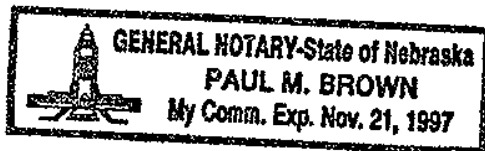
  
**MAURICE M. UDES, TRUSTEE OF THE  
MAURICE M. UDES REVOCABLE TRUST  
NO. 2, under Trust Agreement dated February  
24, 1995, as amended**

Address: 9627 Oak Cir Omaha NE 68124

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Sarpy )

On this 18 day of July, 1997, before me, a Notary Public in and for said County, personally came the above named STEVEN G. OLTMANS, General Manager of the Papio-Missouri River Natural Resources District, and he acknowledged the execution of the above Easement Agreement as his voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the date aforesaid.

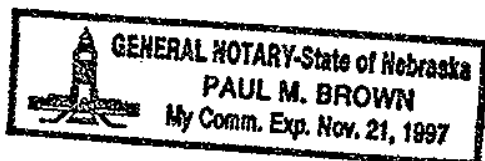


Paul M. Brown  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Douglas )

On this 18 day of July, 1997, before me, a Notary Public in and for said County, personally came the above named MAURICE M. UDES, TRUSTEE OF THE MAURICE M. UDES REVOCABLE TRUST NO. 2, under Trust Agreement dated February 24, 1995, as amended, and he acknowledged the execution of the above Easement Agreement as his voluntary act and deed as said trustee.

WITNESS my hand and Notarial Seal the date aforesaid.



Paul M. Brown  
Notary Public

EXHIBIT "A"

A TRACT OF LAND BEING IN THE SW 1/4 OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE N87°33'41"E (ASSUMED BEARING), ALONG THE NORTH LINE OF THE WEST 1/2, SW 1/4 OF SAID SECTION 26, 792.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°33'41"E ALONG SAID NORTH LINE, 540.66 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2, SW 1/4 OF SAID SECTION 26; THENCE N87°33'54"E ALONG THE NORTH LINE OF THE EAST 1/2, SW 1/4 OF SAID SECTION 26, 686.54 FEET; THENCE S02°26'06"E, 27.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 33.05 FEET AND A CHORD BEARING S10°00'35"E, 32.95 FEET; THENCE S72°24'56"W, 155.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 72.60 FEET AND A CHORD BEARING S25°00'44"E, 72.40 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 380.00 FEET, A LENGTH OF 435.10 FEET AND CHORD BEARING S65°14'33"E, 411.72 FEET; THENCE N81°57'19"E, 83.68 FEET; THENCE S47°28'01"E, 21.23 FEET; THENCE S02°26'06"E, 103.74 FEET; THENCE S24°05'57"E, 55.14 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A LENGTH OF 310.57 FEET AND CHORD BEARING S44°47'25"E, 303.86 FEET; THENCE S65°28'53"E, 87.29 FEET TO A POINT ON THE EAST LINE OF THE SW 1/4 OF SAID SECTION 26; THENCE S02°43'00"E ALONG SAID LINE, 1368.47 FEET; THENCE N57°18'20"W, 184.05 FEET; THENCE S72°09'42"W, 89.84 FEET; THENCE S57°14'03"W, 77.35 FEET; THENCE N57°53'51"W, 150.00 FEET; THENCE S32°06'09"W, 155.00 FEET; THENCE N57°53'51"W, 10.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A LENGTH OF 266.29 FEET AND CHORD BEARING N30°09'25"W, 256.01 FEET; THENCE N87°35'01"E, 160.00 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 115.00 FEET, A LENGTH OF 16.93 FEET AND A CHORD BEARING N01°48'07"E, 16.92 FEET; THENCE N06°01'13"E, 92.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A LENGTH OF 84.29 FEET AND A CHORD BEARING N20°39'16"E, 83.37 FEET TO THE BEGINNING A REVERSE CURVE CONCAVE TO THE WEST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 315.00 FEET, A LENGTH OF 534.33 FEET AND CHORD BEARING N13°18'24"W, 472.54 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 275.45 FEET AND A CHORD BEARING N33°43'10"W, 264.48 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 315.00 FEET, A LENGTH OF 239.51 FEET AND A CHORD BEARING N27°19'08"W, 233.78 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A LENGTH OF 133.44 FEET AND CHORD BEARING N39°17'56"W, 132.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 485.00 FEET, A LENGTH OF 540.25 FEET AND A CHORD BEARING N61°24'30"W, 512.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 415.00 FEET, A LENGTH OF 229.35 FEET AND CHORD BEARING N77°29'16"W, 226.44 FEET; THENCE S28°20'41"W, 160.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 575.00 FEET, A LENGTH OF 232.95 FEET AND A CHORD BEARING N50°02'55"W, 231.37 FEET; THENCE N51°33'29"E, 155.00 FEET; THENCE N37°26'49"W, 176.49 FEET; THENCE N49°18'31"W, 215.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.249 ACRES (1.448,306 S.F.), MORE OR LESS.

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AND

A TRACT OF LAND BEING IN THE SE 1/4 OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE S02°43'00"E (ASSUMED BEARING), ALONG THE WEST LINE OF THE SE 1/4 OF SAID SECTION 26, 781.44 FEET TO THE POINT OF BEGINNING; THENCE N30°28'51"E, 155.61 FEET; THENCE S65°21'12"E, 7.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A LENGTH OF 53.00 FEET AND A CHORD BEARING S58°36'19"E, 52.88 FEET; THENCE S30°28'51"W, 159.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 70.00 FEET, A LENGTH OF 22.23 FEET AND A CHORD BEARING S25°02'37"E, 22.14 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1205.00 FEET, A LENGTH OF 644.86 FEET AND A CHORD BEARING S31°16'34"E, 637.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 320.00 FEET, A LENGTH OF 159.18 FEET AND A CHORD BEARING S32°21'24"E, 157.54 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 305.00 FEET, A LENGTH OF 261.05 FEET AND A CHORD BEARING S42°37'34"E, 253.16 FEET; THENCE S67°08'45"E, 179.38 FEET; THENCE N22°51'15"E, 155.00 FEET; THENCE S67°08'45"E, 60.00 FEET; THENCE S22°51'15"W, 155.00 FEET; THENCE S67°08'45"E, 201.68; THENCE N87°47'33"E, 2.55 FEET; THENCE N59°05'22"E, 187.96 FEET; THENCE N87°42'00"E, 165.00 FEET; THENCE S51°57'41"E, 169.94 FEET; THENCE S12°47'49"E, 71.19 FEET; THENCE S02°18'00"E, 175.00 FEET; THENCE S34°13'38"W, 143.11 FEET TO A POINT ON THE CORP. OF ENGINEERS PROPERTY LINE; THENCE N02°42'16"W ALONG SAID LINE, 84.82 FEET; THENCE N66°51'11"W ALONG SAID PROPERTY LINE, 901.94 FEET; THENCE N37°11'33"W ALONG SAID LINE, 1015.15 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF SAID SECTION 26; THENCE N02°43'00"W ALONG SAID LINE, 205.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.063 ACRES (264,117 S.F.), MORE OR LESS.

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