

1/2 SE 1/4  
3-15-11

Return to: 29

P. Scott Dye  
1500 Woodmen Tower  
Omaha, NE 68102

31275  
CASH BK 1104 R 3-15-11 FB 01-60000  
TYPE Misc PG 313-317 C/O COMP UP SCAN SP  
FEE 2550 OF Misc LEGL PG MC FV PU  
EASEMENT AGREEMENT

RECEIVED  
DEC 3 8 32 AM '93  
REGISTRAR J. BUSLEWICK  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

THIS EASEMENT AGREEMENT is made and entered into this 15th day of December, 1993, by and between ROGERS DEVELOPMENT, a Nebraska corporation (hereinafter "Grantor") and DOUGLAS COUNTY SCHOOL DISTRICT 001, a Nebraska Political Subdivision (hereinafter "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is, concurrently with the execution of the Easement Agreement, conveying to Grantee certain real property legally described as:

That part of the southeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

NE SE

Commencing at the northeast corner of the said SE 1/4 of Section 3;  
Thence South 87°43'41" West (assumed bearings) for 400.01 feet along the north line of the said SE 1/4 of Section 3 to the TRUE POINT OF BEGINNING;  
Thence continuing South 87°43'41" West for 906.54 feet along the said north line of the SE 1/4 of Section 3;  
Thence South 02°16'19" East for 194.11 feet;  
Thence along a curve to the right (having a radius of 1753.61 feet and a long chord bearing South 01°50'38" West for 251.72 feet) for an arc length of 251.94 feet;  
Thence along a curve to the right (having a radius of 1201.59 feet and a long chord bearing South 71°33'32" East for 550.69 feet) for an arc length of 555.63 feet;  
Thence along a curve to the left (having a radius of 220.00 feet and a long chord bearing South 68°57'10" East for 81.25 feet) for an arc length of 81.72 feet;  
Thence North 10°24'22" East for 125.00 feet;  
Thence North 85°55'42" East for 47.50 feet;  
Thence North 62°01'31" East for 64.51 feet;  
Thence North 60°29'04" East for 150.00 feet;  
Thence North 57°07'13" East for 54.41 feet;  
Thence North 20°58'56" East for 49.14 feet;  
Thence North 01°55'48" West for 379.19 feet to the Point of Beginning;

which property is herein after referred to as "Grantee's property;" and

WHEREAS, Grantee's property does not have access to a dedicated public right-of-way and as part of the consideration for Grantee's purchase thereof, Grantor has agreed to grant this easement for vehicular, pedestrian, and utility service access to Grantee's property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent non-exclusive easement over, under, above, and upon the real property described on the attached Exhibit "A", which is incorporated herein by this reference, for the purpose of vehicular and pedestrian access to Grantee's property and for utility service thereto.

2. Grantee, its successors, and assigns, shall have the right to install, either above or below grade, in the easement area any utility services necessary for service to Grantee's property, and may, but shall not be obligated to, pave all or any portion thereof. Grantee shall consult with Grantors' engineering firm regarding the placement of the utility services within the easement area and shall endeavor to comply with their reasonable recommendations concerning the location of such utility services, so long as those recommendations do not adversely effect the provision of utility services to the Grantee's property. Grantee shall have the right, during any such construction or installation to restrict access to all or any portion of the easement area in order to accomplish such work.

3. Grantee agrees that Grantor may dedicate the easement area as a public street so long as such dedication does not adversely affect the Grantee's right of access or utility service to Grantee's property as granted herein. Grantee shall have no obligation to remove or relocate any utility services or other improvements made by Grantee in the easement area in the event the easement are is dedicated as a public street.

4. Grantor, for itself and it successors and assigns, warrants to grantee and its successors and assigns, that Grantor has good and marketable title in fee simple to the easement area, that said easement area is free and clear of any liens and encumbrances, that Grantor has the right and authority to grant and convey this easement in the manner aforesaid, and that Grantor and its successors and assigns shall warrant and defend said easement granted herein to Grantee, and Grantee's successors and assigns, against all lawful claims and demands of all persons.

5. The easement granted herein and all other benefits and burdens provided in this Easement Agreement shall run with the land and be binding upon the successors and assigns of the parties hereto.

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

ROGERS DEVELOPMENT, <sup>INC.</sup>~~COMPANY~~,  
a Nebraska corporation,

By: [Signature]  
Its President

ATTEST:

DOUGLAS COUNTY SCHOOL DISTRICT 001

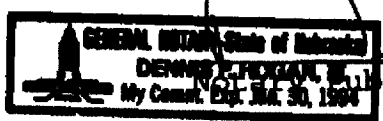
By: [Signature]  
Secretary,  
Board of Education

By: [Signature]  
President, Board of Education

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public qualified in said county, personally appeared, NICHOLAS F. ROGERS, President of Rogers Development ~~Company~~, a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such President and the voluntary act and deed of said Corporation.

WITNESS my hand and notarial seal this 1 day of December, 1993.

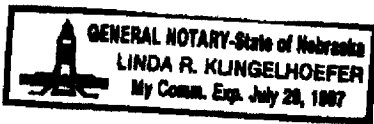
 [Signature]

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified in said county, personally appeared Steve Titler, President of the Board of Education of Douglas County School District 001, a Nebraska Political Subdivision, known to be to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Political Subdivision and its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal this 1<sup>st</sup> day of December, 1993.



Linda R. Klingelhofer  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

63808-218  
06265-1478-2

## EXHIBIT A

NE-E

A permanent easement for ingress and egress <sup>and utility service</sup> over that part of the Southeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the said SE 1/4 of Section 3;

Thence South 87°43'41" West (assumed bearings) for 50.00 feet along the north line of the said SE 1/4 of Section 3 to the west right of way line of 156th Street;

Thence South 01°55'48" East for 428.04 feet along said west ROW line which is parallel with and 50.00 feet west of the east line of the said SE 1/4 of Section 3 to the TRUE POINT OF BEGINNING;

Thence continuing South 01°55'48" East for 60.00 feet along said ROW line;

Thence South 88°04'12" West for 100.00 feet;

Thence along a curve to the left (having a radius of 170.00 feet and a long chord bearing South 63°25'14" West for 141.80 feet) for an arc length of 146.27 feet;

Thence along a curve to the right (having a radius of 230.00 feet and a long chord bearing South 49°37'40" West for 86.64 feet) for an arc length of 87.16 feet;

Thence South 60°29'04" West for 234.08 feet;

Thence along a curve to the right (having a radius of 280.00 feet and a long chord bearing North 88°54'49" West for 285.08 feet) for an arc length of 299.10 feet;

Thence along a curve to the left (having a radius of 1141.59 feet and a long chord bearing North 71°36'17" West for 524.98 feet) for an arc length of 529.72 feet;

Thence North 06°56'25" East for 60.03 feet to the southwest corner of the above described tract;

Thence along a curve to the right (having a radius of 1201.59 feet and a long chord bearing South 71°33'32" East for 550.69 feet) for an arc length of 555.63 feet along the south line of the above described tract;

Thence along a curve to the left (having a radius of 220.00 feet and a long chord bearing South 88°54'49" East for 223.99 feet) for an arc length of 235.01 feet;

Thence North 60°29'04" East for 234.08 feet;

Thence along a curve to the left (having a radius of 170.00 feet and a long chord bearing North 49°37'40" East for 64.04 feet) for an arc length of 64.42 feet;

Thence along a curve to the right (having a radius of 230.00 feet and a long chord bearing North 63°25'14" East for 191.85 feet) for an arc length of 197.90 feet;

Thence North 88°04'12" East for 100.00 feet to the Point of Beginning.

Contains 1.92 acres.