

FILED SARPY CO. NE. INSTRUMENT NUMBER <u>2602</u> 26218 2002 JUL 15 A 11:27 AM <i>Glenn J. Dowling</i> REGISTER OF DEEDS	Counter <u> </u> Verify <u> </u> D.E. <u> </u> Proof <u> </u> Fee \$ <u>30.50</u> Ck <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Chg <input type="checkbox"/> 1422
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PERMANENT EASEMENTS

In consideration of Ten Dollars (\$10.00) and other consideration, receipt of which is acknowledged, **BEACON VIEW, INC.**, a Nebraska non-profit corporation (hereinafter referred to as "**GRANTOR**"), owner of:

That part of Tax Lot "F" and Tax Lot "D" and Government Lot 2, all in Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning the center of said Section 29; thence N 33° 18' 30" W, 3086.53 feet to a point 50.0 feet South of the North line of said Section 29; thence S 89° 37' W on a line 50.0 feet South of and parallel with the North line of said Section 29, 264.41 feet; thence South 1199.6 feet; thence West 416.7 feet to a point on the Easterly bank of the Platte River; thence Southerly on the Easterly bank of the Platte River to a point where it intersects a line 100.0 feet Northwesterly from the centerline of CB&Q Railroad track; thence N 51° 56' E on a line 100.0 feet Northerly from and parallel with the centerline of said railroad tracks, 1844.87 feet; thence N 14° 34' W 54.46 feet; thence S 51° 56' W, 166.50 feet; thence S 71° 36' W, 69.1 feet; thence N 85° 19' 55" W, 52.4 feet; thence N 60° 29' 35" W, 48.9 feet; thence N 33° 04' 05" W, 61.6 feet; thence N 18° 14' 25" W, 79.9 feet; thence N 14° 27' 10" W, 58.4 feet; thence North 115.7 feet to the point of beginning. (The East line of the NW ¼ of Section 29 assumed North-South in direction.)

and

That part of Tax Lot "F" in the SE ¼ of Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska more particularly described as follows: Beginning at a point of the West line of the SE ¼; being 115.51 feet South of the Center of said Section 29, thence S 14° 27' 10" E, 58.4 feet; thence S 18° 14' 25" E, 79.9 feet; thence S 33° 04' 05" E, 61.6 feet, thence S 60° 29' 35"

E, 48.9 feet; thence S 85° 19' 55" E, 52.4 feet; thence N 71° 36' E, 69.1 feet; thence N 51° 56' E, 166.50 feet; thence S 14° 34' E, 54.46 feet to the North R.O.W. line of C.B. & Q. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C.B. & Q. Railroad to the West line of said SE ¼ thence North 436.81 feet along the West line of said SE ¼ to the point of beginning;

(hereinafter referred to as "GRANTOR'S PROPERTY") does hereby grant to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "GRANTEE"), and its successors and assigns and the U.S. Army Corps of Engineers and its contractors, permanent easements described below, in, over, under and upon the portion(s) of GRANTOR'S PROPERTY that are described in the legal description attached hereto as "Exhibit 1" and incorporated herein by reference (such portion(s) hereinafter being referred to collectively as "the PERMANENT EASEMENT AREA"), such easements to consist of the following, to-wit:

1. The perpetual and assignable right to enter the PERMANENT EASEMENT AREA and therein construct, maintain, repair, operate, patrol and replace a flood protection levee, including appurtenances thereto, and including a roadway on the top of such levee and 15 foot maintenance corridors beyond and abutting the inside and outside toes of such levee (all hereinafter being referred to collectively as "the LEVEE"); and,

2. The perpetual and assignable right to enter the portion(s) of the PERMANENT EASEMENT AREA within or abutting the channel of the Platte River, and therein construct, maintain, repair, operate, patrol and replace revetments, jetties and other riverbank stabilization and riverbank protection measures, including appurtenances thereto (all such improvements hereinafter being referred to collectively as "the JETTIES"),

reserving, however, to GRANTOR, its successors and assigns, all such rights and privileges in the PERMANENT EASEMENT AREA as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to the following provisions:

1. GRANTOR shall not excavate, nor construct any structures or improvements, other than road improvements, within the PERMANENT EASEMENT AREA, nor excavate on GRANTOR'S PROPERTY within two hundred feet (200') on either side of the PERMANENT EASEMENT AREA to any depth (measured below the natural ground plane) deeper than one-fourth (1/4) the horizontal distance from the point of excavation to the nearest boundary of the PERMANENT EASEMENT AREA.

2. GRANTOR shall not have responsibility for operation or maintenance of the LEVEE or the JETTIES;

3. The easements granted herein are intended to include, without limitation, GRANTEE'S rights: (a) to remove or demolish the existing structures within the PERMANENT EASEMENT AREA; (b) to remove, regulate and control trees and other vegetation within the PERMANENT EASEMENT AREA; (c) to borrow or deposit fill within the PERMANENT EASEMENT AREA; (d) to have the air space above the PERMANENT EASEMENT AREA unobstructed to such height as will allow the passage and operation of GRANTEE'S construction and maintenance machinery; and, (e) to have ingress and egress over the PERMANENT EASEMENT AREA. GRANTEE may not permit public use of any portion of the PERMANENT EASEMENT AREA for trail or other recreational purposes, or for public road purposes, or for any other purpose than the construction and maintenance of the LEVEE.

4. The consideration recited herein, together with the GRANTOR'S performance of any obligation placed upon it by a separate PROJECT COOPERATION AGREEMENT dated the JUNE 13, 2002, shall constitute payment in full for all damages sustained by GRANTOR by reason of the exercise by GRANTEE, or its successors and assigns, of the rights or privileges herein described or granted. GRANTOR waives compliance by GRANTEE with the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq.)

5. This Easement shall not be construed to pass to GRANTEE, or its successors or assigns, any fee simple interest or title to the PERMANENT EASEMENT AREA.

6. This Easement and the obligations undertaken by the GRANTEE in the PROJECT COOPERATION AGREEMENT dated the JUNE 13, 2002, shall be deemed to run with the land and shall be binding upon the parties and their successors and assigns.

7. GRANTOR warrants that it is the owner of the PERMANENT EASEMENT AREA and that it has good right to convey this Easement over the same; that the PERMANENT EASEMENT AREA is free and clear of all other leases, liens and other encumbrances (except as may be subordinated at the foot hereof); and, that GRANTOR will warrant and defend the title of GRANTEE, and of its successors and assigns, to the aforesaid easements over the PERMANENT EASEMENT AREA against all lawful claims and demands of all persons whomsoever.

8. GRANTOR warrants that no verbal or written representations or inducements have been made or given by GRANTEE, or by any of its officers, agents or employees, other than as may be recited in this document or in the PROJECT COOPERATION AGREEMENT dated the JUNE 13, 2002, which document contains additional terms which are binding on NRD, and its successors,

2002-26218C

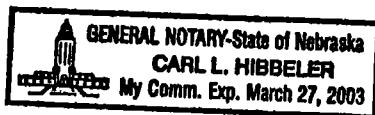
and which additional terms continue after and survive the delivery of this easement.

IN WITNESS WHEREOF, this Easement is executed by GRANTOR as of this
9th day of July, 2002.
BEACON VIEW, INC.

By Robert W. Schnaidt
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 9th day of
July, 2002, by Robert W. Schnaidt, Chairman of the Board of Directors of
Beacon View, Inc., on behalf of the corporation.



Carl L. Hibbeler
Notary Public

2002-26218D

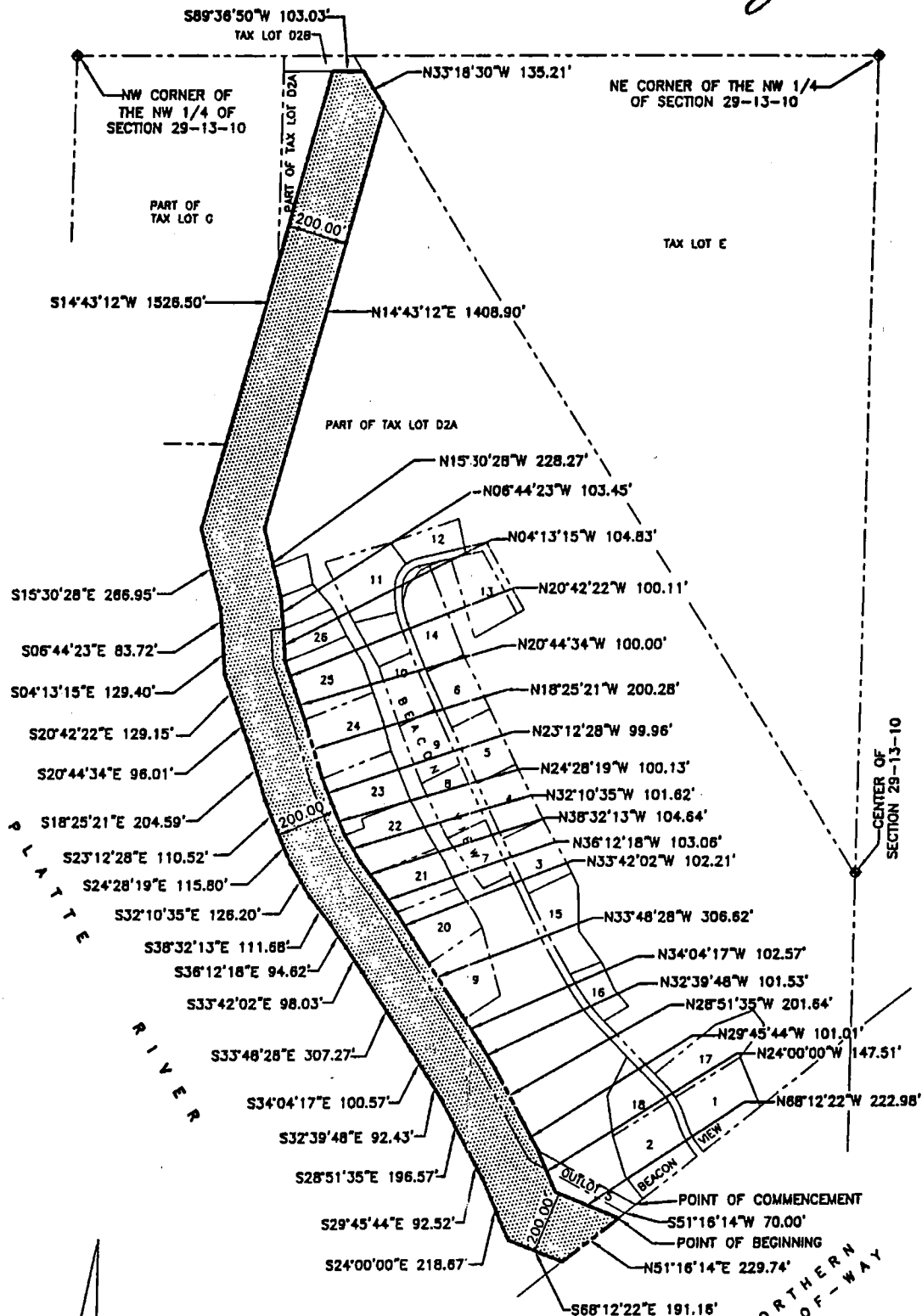


Exhibit "1"

SCALE: 1" = 400'

SHEET 1 OF 2

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

TD2 JOB NO.: 1202-101-B.DWG

THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860