

FILED SARP CO. NE.
INSTRUMENT NUMBER
2002 26219

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Glenn J. Dowling
REGISTER OF DEEDS

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TEMPORARY EASEMENT FOR INGRESS AND EGRESS DURING RECONSTRUCTION OR REPAIR

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, temporary easements described below, in, over, under and upon Ridgeway Road on GRANTOR'S PROPERTY depicted in the diagram attached hereto as "Exhibit 2" and incorporated herein by reference (such portion hereinafter being referred to as "the TEMPORARY EASEMENT AREA,") such easements to consist of the following, to-wit: the temporary, full, and free right, liberty and authority to enter and use the TEMPORARY EASEMENT AREA for pedestrian, vehicular and equipment ingress and egress during the period of GRANTEE'S original construction of the Western Sarpy/Clear Creek Flood Reduction Project (hereinafter referred to as "the PROJECT") on other portions of GRANTOR'S PROPERTY.

ADDITIONAL PROVISIONS: The easement granted herein shall be subject to the following additional provisions, to-wit:

1. The consideration recited herein together with the GRANTEE's performance of any obligations whether recited herein or not but which are contained in the PROJECT COOPERATION AGREEMENT dated the June 13, 2002, shall constitute payment in full for any and all damages sustained by GRANTOR and its successors and assigns by reason of GRANTEE'S exercise of the rights or privileges herein expressly granted or reasonably implied.

2. GRANTOR waives compliance by GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq.).

3. The easement granted herein shall be deemed to run with the land and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE, and their respective heirs, successors and assigns.

4. GRANTOR, for itself and for its successors and assigns, covenants that it is the owner of GRANTOR'S PROPERTY and that it has good right to grant the easement granted herein over the TEMPORARY EASEMENT AREA; that the TEMPORARY EASEMENT AREA is free and clear of all liens and encumbrances except easements of record; and, that it will warrant and defend

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GRANTEE'S title to the easement granted herein against the lawful claims and demands of all persons whomsoever.

5. The easement granted herein shall not pass, nor be construed to pass, to GRANTEE, any permanent interest or title.

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

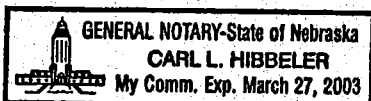
IN WITNESS WHEREOF, this Easement is executed by GRANTOR as of this 9th day of July, 2002.

BEACON VIEW, INC.

By Robert W. Jensen
Chairman

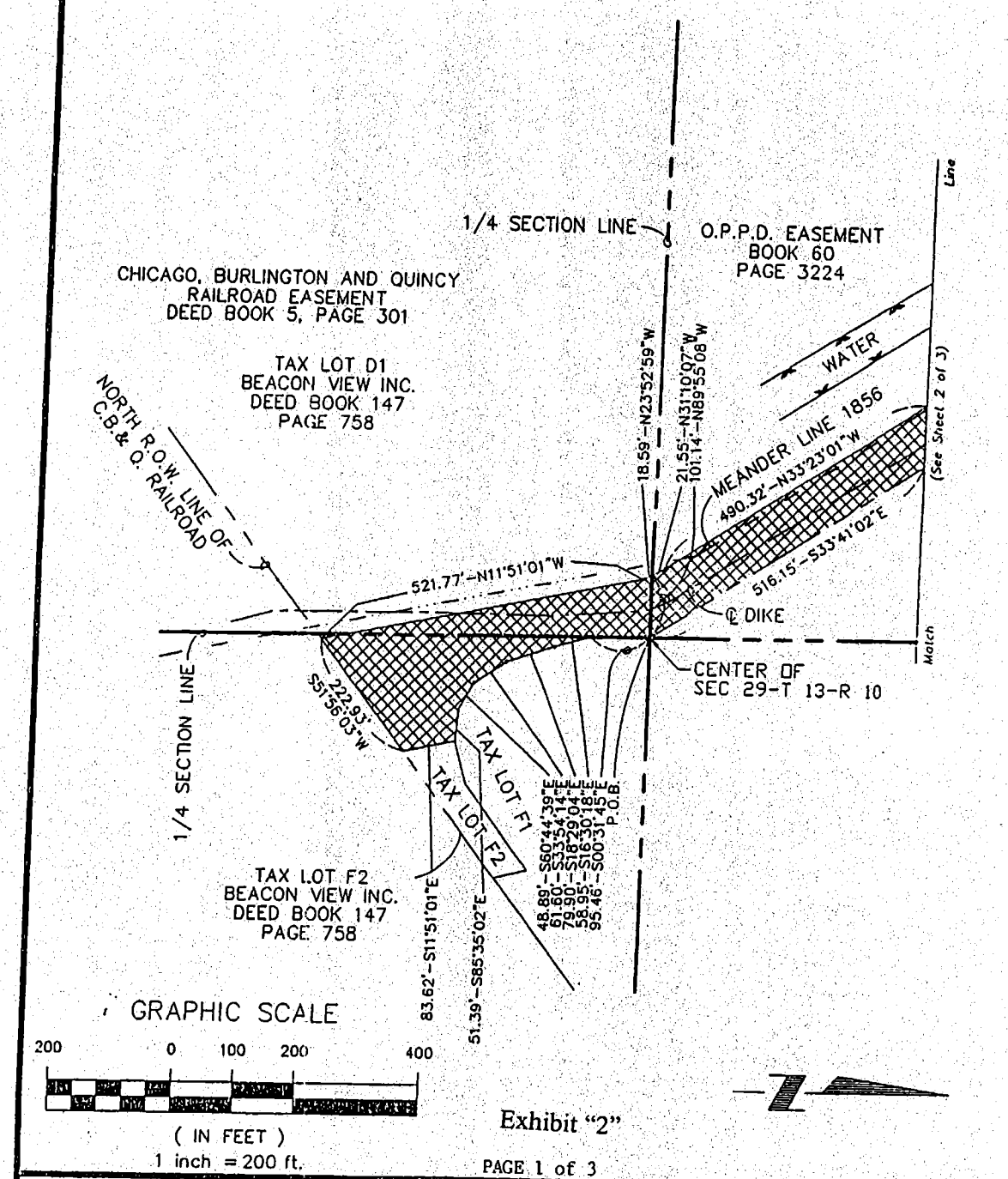
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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



Carl L. Hibbler
Notary Public

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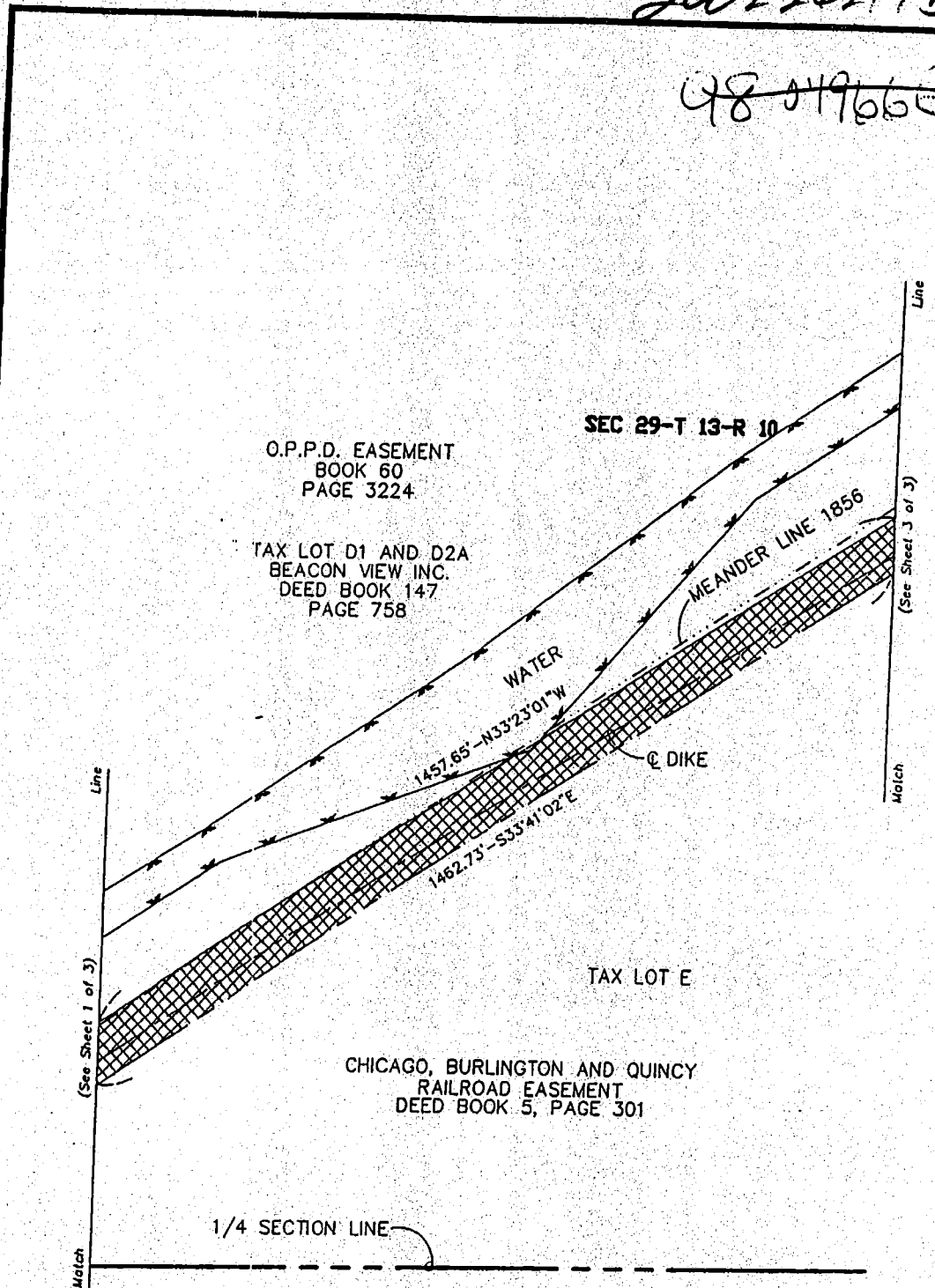


EXISTING PROPERTY	0 S.F.	PROJECT NO.	940-2
PROPERTY ACQUISITION	322,823 S.F.	TRACT NO.	
PROPERTY TO VACATE	0 S.F.	PAGE NO.	1 OF 3

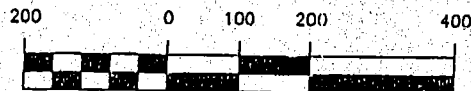
REVISED 10-2-05

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GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

Exhibit "2"

PAGE 2 of 3



	EXISTING PROPERTY (See Sht 1 of 3) S.F.	PROJECT NO. 9403
	PROPERTY ACQUISITION (See Sht 1 of 3) S.F.	TRACT NO.
	PROPERTY TO VACATE (See Sht 1 of 3) S.F.	PAGE NO. 2 OF

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