



MISC 2012128757



DEC 18 2012 10:46 P 11

Fee amount: 55.50
FB: 01-60000
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/18/2012 10:46:40.00



2012128757

PERMANENT EASEMENTS

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, **MEAK FARM LLC**, a Nebraska limited liability company (hereinafter referred to as "**GRANTOR**"), owner of a parcel of land in Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, ("**GRANTOR'S PROPERTY**") described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference, for itself and for its successors and assigns, does hereby grant and assign to **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "**GRANTEE**"), and its successors and assigns, including the City of Omaha, Nebraska, and their respective officers, agents, employees, and contractors, the following permanent easements and rights, to-wit:

A.

Access Easements

GRANTOR hereby grants to **GRANTEE** permanent access easements (hereinafter referred to collectively as "**ACCESS EASEMENTS NOS. 1 and 4**"), running with the land, in, on, under, over and across two (2) separate parcels of **GRANTOR'S PROPERTY** in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska (referred to collectively hereinafter as the "**ACCESS EASEMENT AREAS NOS. "1" and "4"**),

nrd121204peaMEAK

DAKOTA TITLE & ESCROW CO.

2-172931

ACCESS EASEMENT AREAS NOS. "1" and "4" being more specifically described in the legal descriptions attached hereto and incorporated herein by reference as Exhibits "1" and "4."

ACCESS EASEMENTS NOS. "1" and "4" each shall consist of the permanent and non-exclusive right, liberty, and authority of GRANTEE, and its successors and assigns, to enter upon and use ACCESS EASEMENT AREAS NOS. "1" and "4" for equipment, vehicular, and pedestrian ingress and egress between the public road system and the parcels of land described in the legal descriptions attached hereto as Exhibit "2" and incorporated herein by reference (hereinafter referred to collectively as the "**PROJECT AREAS**"), parcels formerly owned by GRANTOR that GRANTEE has acquired in fee simple for construction, operation, and maintenance of a project (the "**PROJECT**") to detain and store silts and other sediments and retard or prevent the same from flowing downstream and entering the reservoir of Papillion Creek and Tributaries Lakes Project Dam Site 18, known as Lake Zorinsky, all subject to the following, to-wit:

1. ACCESS EASEMENTS NOS. "1" and "4" shall include the permanent right of GRANTEE to construct, operate, maintain, repair, replace, and use within ACCESS EASEMENT AREAS NOS. "1" and "4", such rock paving, drainage devices, and other measures as GRANTEE determines to be necessary or convenient to facilitate its use of the ACCESS EASEMENT AREAS NOS. "1" and "4" for ingress and egress to and from the PROJECT.

2. GRANTOR shall have the non-exclusive, reserved right to use the ACCESS EASEMENT AREAS NOS. "1" and "4" for lawful purposes that do not impede or interfere with GRANTEE'S aforesaid uses thereof for ingress and egress; provided, however, that GRANTOR promptly shall repair all damages to GRANTEE'S aforesaid measures caused by GRANTOR'S reserved use of ACCESS EASEMENT AREAS NOS. "1" and "4" or by use thereof by GRANTOR'S permittees.

3. In the event GRANTOR undertakes to develop part or all of GRANTOR'S PROPERTY and, in advance thereof, in the course thereof, or contemporaneously therewith, GRANTOR or others construct a system of permanent public roads and/or streets on GRANTOR'S PROPERTY which is available to GRANTEE and which provides to GRANTEE, without payment of additional compensation, a physically-unobstructed,

passable, complete and continuous substitute route and the lawful right to use such route for equipment, vehicular, and pedestrian ingress and egress between the PROJECT AREAS and a public road system, then GRANTEE shall permanently release ACCESS EASEMENT NOS. "1" and "4".

B.

Assignment of Access Easement

For value received, GRANTOR hereby permanently assigns to GRANTEE the rights of an EASEMENT GRANTEE that are stated in the document entitled "Easement Reserved by Grantor" that was attached as Exhibit "B" to the Deed from GRANTOR to AZ 21, LLC, that was dated September 20, 2012, and recorded September 26, 2012 as Instrument 2012096821 in the records of the Register of Deeds of Douglas County, Nebraska (such rights hereinafter being referred to as the "ASSIGNED EASEMENT"), the ASSIGNED EASEMENT to run with the land, in, on, under, over and across the parcel in the Northwest Quarter (NW 1/4) of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more specifically described in the legal description attached hereto and incorporated herein by reference as Exhibit 3, (referred to hereinafter as the "ASSIGNED EASEMENT AREA"), GRANTEE'S rights over the ASSIGNED EASEMENT AREA to be the same as the rights over ACCESS EASEMENT AREAS NOS. "1" and "4" that are granted herein to GRANTEE by ACCESS EASEMENTS NOS. "1" and "4," *supra*, and to be subject to the provisions for release contained in such "Easement Reserved by Grantor" attached as Exhibit "B" to such Instrument 2012096821.

C.

Flowage Easement

GRANTOR hereby grants to GRANTEE a permanent easement (hereinafter referred to as the "FLOWAGE EASEMENT"), running with the land, in, on, under, over and across the parcel of GRANTOR'S PROPERTY in the Northwest Quarter (NW 1/4) of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, that is more specifically described in the legal description attached hereto and incorporated herein by reference as Exhibit No. 5 and referred to therein as the "Flowage Easement," such parcel of GRANTOR'S PROPERTY being referred to hereinafter as the "FLOWAGE EASEMENT AREA".

1. Pursuant to the FLOWAGE EASEMENT, GRANTEE shall have the permanent right to improve, operate, maintain and use the drainage channel in the FLOWAGE EASEMENT AREA to direct and convey water, silt and/or sediments to the PROJECT reservoir constructed, operated and maintained by GRANTEES on adjacent lands acquired from Grantor, all subject to the following, to-wit:

2. GRANTOR retains and reserves the permanent rights to design, construct, reconstruct, operate and maintain a public or private vehicular and/or pedestrian bridge, culvert or other crossing spanning the channel in the FLOWAGE EASEMENT AREA; provided, however, that a professional engineer licensed in the State of Nebraska first determines in a writing bearing his seal that such bridge, culvert or crossing will not affect the capacity or ability of such channel to pass a 100-year flood without causing an increase in stage.

D.

General Conditions

1. The consideration recited herein shall constitute payment in full for all damages sustained by GRANTOR by reason of the exercise of any of the rights or privileges herein expressly granted or reasonably implied.

2. GRANTOR covenants that it owns GRANTOR'S PROPERTY and has good right to grant and/or assign the aforestated easements over the easement areas referred to in this instrument; that such easement areas are free and clear of all liens and encumbrances except easements of record; and that GRANTOR warrants and will defend GRANTEE'S entitlement to such easements against the lawful claims and demands of all persons whomsoever.

3. GRANTOR warrants that no verbal or written representations or inducements have been made or given by GRANTEE, or by any of GRANTEE'S officers, agents, or employees, other than as recited in this document. GRANTEE warrants that no verbal or written representations or inducements have been made or given by GRANTOR, or by any of GRANTOR'S managers, agents, or employees, other than as recited in this document.

4. The easements granted and/or assigned by this instrument and each of the terms thereof shall run with the land and shall be binding on the parties and their respective successors, lessees, permittees, and other assigns.

5. There is no Exhibit 2 and no Exhibit 3 intended to be attached to this document.

THIS AGREEMENT is executed by GRANTOR on this 13th day of December, 2012.

MEAK FARM LLC, a Nebraska Limited Liability Company

BY Howard J. Kaslow
Howard J. Kaslow, MANAGER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 13th day of December 2012, by HOWARD J. KASLOW, Manager of MEAK FARM LLC, a Nebraska Limited Liability Company, on behalf of MEAK FARM LLC.

Dianna M. Cupps
Notary Public



LEGAL DESCRIPTION

NOTE:

THE FOLLOWING LEGAL DESCRIPTION IS BASED UPON FIELD WORK PERFORMED BY OLSSON ASSOCIATES, SURVEY RECORD DRAWING 65-2165, DATED DECEMBER 30TH, 1965, AND PREPARED BY LAMP, RYNEARSON & ASSOCIATES, SURVEY RECORD DRAWING 800-304-305, FILED OCTOBER 18TH, 2007, AND PREPARED BY LAMP, RYNEARSON & ASSOCIATES, SURVEY RECORD DRAWING 833-130-131, FILED OCTOBER 4TH, 2007, AND PREPARED BY LAMP, RYNEARSON & ASSOCIATES, THE FINAL PLAT OF MS 3 ADDITION, REPLAT 1, PARTNERSHIP SPECIAL WARRANTY DEED, INST. NUMBER 2012096821, AND INFORMATION PROVIDED BY THE DOUGLAS COUNTY WEB SITE AS OF THE DATE OF DECEMBER 12TH, 2012.

A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, AND A PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 25, ALL LOCATED IN TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, THENCE NORTHERLY ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER ON AN ASSUMED BEARING OF N02°34'55"W, A DISTANCE OF 126.48' TO A POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST CENTER ROAD (COUNTY ROAD 45); SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING N02°34'55"W, ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,196.30' TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE S87°29'49"W, ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,317.12' TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S87°42'16"W, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1,315.56' TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N02°34'44"W, ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1,323.96' TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N87°37'35"E, ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND ON A SOUTH LINE OF PARTNERSHIP SPECIAL WARRANTY DEED INST. NO. 2012096821 RECORDS OF DOUGLAS COUNTY, A DISTANCE OF 815.05' TO A POINT; THENCE N12°46'55"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 263.02' TO A POINT; THENCE N77°24'28"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 200.25' TO A POINT; THENCE S12°35'31"E, ON A WEST LINE OF SAID DEED, A DISTANCE OF

160.00' TO A POINT; THENCE N77°24'28"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 183.00' TO A POINT; THENCE N12°35'32"W, ON A SOUTH LINE OF DEED, A DISTANCE OF 12.99' TO A POINT; THENCE N77°24'28"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 75.83' TO A POINT; THENCE N15°26'19"E, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 130.00' TO A POINT; THENCE N18°25'48"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 58.26' TO A POINT; THENCE N12°35'32"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 190.26' TO A POINT; THENCE N05°13'44"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 62.07' TO A POINT; THENCE N09°51'21"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 77.99' TO A POINT; THENCE N16°29'45"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 77.99' TO A POINT; THENCE N21°28'46"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 80.12' TO A POINT; THENCE N20°19'20"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 46.78' TO A POINT; THENCE N10°09'13"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 65.50' TO A POINT; THENCE N85°04'05"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 180.17' TO A POINT; THENCE N02°03'49"W, ON AN EAST LINE OF SAID DEED, A DISTANCE OF 36.41' TO A POINT; THENCE N88°36'56"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 85.00' TO A POINT; THENCE S88°25'22"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 103.91' TO A POINT; THENCE N70°00'07"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 124.21' TO A POINT; THENCE N64°23'14"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 130.07' TO A POINT; THENCE S27°25'38"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 12.48' TO A POINT; THENCE N62°34'22"E, ON A SOUTH LINE OF SAID DEED, A DISTANCE OF 180.00' TO A POINT OF INTERSECTION WITH A WEST LINE OF LOT 1, MS 3 ADDITION, REPLAT 1; THENCE S27°25'38"E, ON A WEST LINE OF SAID LOT 1, A DISTANCE OF 37.93' TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N87°36'57"E, ON THE SOUTH LINE OF SAID LOT 1, THE SOUTH LINE OF OUTLOT 2 AND THE SOUTH LINE OF OUTLOT 1, MS 3 ADDITION, REPLAT 1, A DISTANCE OF 1,080.43' TO THE SOUTHEAST CORNER OF SAID OUTLOT 1; THENCE N13°05'11"W, ON AN EAST LINE OF SAID OUTLOT 1, A DISTANCE OF 98.93' TO A POINT; THENCE N62°20'09"E, ON AN EAST LINE OF SAID OUTLOT 1, A DISTANCE OF 76.78' TO A POINT; THENCE N13°17'06"E, ON AN EAST LINE OF SAID OUTLOT 1, A DISTANCE OF 117.23' TO A POINT; THENCE N21°56'39"W, ON AN EAST LINE OF SAID OUTLOT 1, A DISTANCE OF 272.53' TO A POINT; THENCE N17°21'20"E, ON AN EAST LINE OF SAID OUTLOT 1, A DISTANCE OF 70.72' TO A POINT, SAID POINT BEING THE SOUTH CORNER OF A PARCEL OF LAND SHOWN AND DESCRIBED ON SURVEY RECORD 65-2165, DATED DECEMBER 30TH, 1965; THENCE N25°22'49"E, ON AN EAST LINE OF SAID PARCEL, A DISTANCE OF 277.51' TO A POINT; THENCE N52°26'24"E, ON AN EAST LINE OF SAID PARCEL, A DISTANCE OF 228.74' TO A POINT; THENCE N04°53'17"E, ON AN EAST LINE OF SAID PARCEL, A DISTANCE OF 112.90' TO A POINT; THENCE N47°24'06"E, ON AN EAST LINE OF SAID PARCEL, A DISTANCE OF 179.29' TO A POINT, SAID POINT BEING ON A WEST LINE OF A PARCEL OF LAND OWNED BY CHARLES J. CERVENY, AND SHOWN ON THE DOUGLAS COUNTY GIS MAP AS PIN NUMBER 0109950003; THENCE S14°50'25"W, ON A WEST LINE OF SAID PARCEL, A DISTANCE OF 439.66' TO A POINT; THENCE N46°33'16"E, ON AN EAST LINE OF SAID PARCEL, A DISTANCE OF 484.84' TO A POINT OF INTERSECTION WITH A WEST RIGHT-OF-WAY LINE OF SOUTH 204TH STREET; THENCE S20°01'28"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 377.74' TO A POINT; THENCE S08°27'40"W, ON A WEST LINE OF

SAID RIGHT-OF-WAY, A DISTANCE OF 267.67' TO A POINT; THENCE S09°38'16"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 416.30' TO A POINT; THENCE S02°50'55"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 328.08' TO A POINT; THENCE S03°01'43"W, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 224.28' TO A POINT; THENCE S02°50'55"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 85.30' TO A POINT; THENCE S13°20'11"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 296.25' TO A POINT; THENCE S02°35'55"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 224.70' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25; THENCE S87°37'34"W, ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, AND A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 44.48' TO THE NORTHEAST CORNER OF QUITCLAIM DEED INST. NUMBER 2008111997, RECORDS OF DOUGLAS COUNTY; THENCE S02°29'43"E, ON AN EAST LINE OF SAID DEED, SAID LINE BEING A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 742.68' TO THE SOUTHEAST CORNER OF SAID DEED; THENCE S88°01'32"W, ON THE SOUTH LINE OF SAID DEED, SAID LINE BEING A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 17.26' TO A POINT; THENCE S03°55'35"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 577.93' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE S02°58'17"E, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 377.19' TO A POINT; THENCE S03°59'59"W, ON A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 283.69' TO A POINT, SAID POINT BEING ON A NORTH RIGHT-OF-WAY LINE OF WEST CENTER ROAD; THENCE S87°59'57"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 260.27' TO A POINT; THENCE S46°19'20"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 653.91' TO A POINT; THENCE S73°26'18"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 447.84' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 9,900,051 SQUARE FEET OR 227 ACRES, MORE OR LESS.

Tuesday, December 11, 2012
C:\Users\mjohanson\Documents\My Drawings\Zorinsky\REMAINING PROPERTY.doc

**LEGAL DESCRIPTION
ACCESS EASEMENT (1)**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF S87°37'34"W, A DISTANCE OF 193.61' TO A POINT OF INTERSECTION WITH A WEST RIGHT-OF-WAY LINE OF 204TH STREET; THENCE S03°18'20"E ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 591.54' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S03°18'20"E ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 20.00' TO A POINT; THENCE S86°44'12"W, A DISTANCE OF 361.22' TO A POINT; THENCE S67°43'21"W, A DISTANCE OF 98.37' TO A POINT; THENCE S56°01'59"W, A DISTANCE OF 203.49' TO A POINT; THENCE N12°57'54"W, A DISTANCE OF 21.42' TO A POINT; THENCE N56°01'59"E, A DISTANCE OF 197.85' TO A POINT; THENCE N67°43'21"E, A DISTANCE OF 103.77' TO A POINT; THENCE N86°44'12"E, A DISTANCE OF 364.55' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 13,292.42 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

Thursday, August 23, 2012

C:\Users\mjohnson\Documents\My Drawings\Zorinsky\ACCESS EASE 1.doc

**LEGAL DESCRIPTION
ACCESS EASEMENT (4)**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF PROPERTY DESCRIBED IN QUITCLAIM DEED FILED IN THE DOUGLASS COUNTY REGISTER OF DEEDS AS INSTRUMENT NO. 2008111997, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF S87°37'34"W, A DISTANCE OF 93.68' TO A THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN QUITCLAIM DEED 2008111997; THENCE S02°29'43"E ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 590.04' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S02°29'43"E ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 20.00' TO A POINT; THENCE S86°44'12"W, A DISTANCE OF 91.29' TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND DESCRIBED IN QUITCLAIM DEED 2008111997; THENCE N03°18'20"W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 20.00' TO A POINT; THENCE N86°44'12"E, A DISTANCE OF 91.57' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,828.65 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Thursday, August 23, 2012
C:\Userstmjohnson\Documents\My Drawings\Zorinsky\ACCESS EASE 4.doc

**LEGAL DESCRIPTION
FLOWAGE EASEMENT**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF S87°37'34"W, A DISTANCE OF 193.81' TO A POINT OF INTERSECTION WITH A WEST RIGHT-OF-WAY LINE OF 204TH STREET; THENCE S03°18'20"E ALONG A WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 591.54' TO A POINT; THENCE S86°44'12"W, A DISTANCE OF 364.55' TO A POINT; THENCE S67°43'21"W, A DISTANCE OF 103.77' TO A POINT; THENCE S56°01'59"W, A DISTANCE OF 197.85' TO A POINT; THENCE N12°57'54"W, A DISTANCE OF 46.65' TO A POINT; THENCE N38°13'47"W, A DISTANCE OF 186.00' TO A POINT; THENCE N78°27'42"W, A DISTANCE OF 292.78' TO A POINT; THENCE S53°08'03"W, A DISTANCE OF 171.21' TO A POINT; THENCE S86°03'15"W, A DISTANCE OF 213.75' TO A POINT; THENCE N76°40'13"W, A DISTANCE OF 253.16' TO THE TRUE POINT OF BEGINNING; THENCE S15°53'28"W, A DISTANCE OF 299.15' TO A POINT; THENCE S58°22'27"W, A DISTANCE OF 290.66' TO A POINT; THENCE N58°54'54"W, A DISTANCE OF 148.50' TO A POINT; THENCE N31°06'28"E, A DISTANCE OF 218.06' TO A POINT; THENCE N62°47'57"E, A DISTANCE OF 386.69' TO THE POINT OF BEGINNING; SAID TRACT CONTAINS A CALCULATED AREA OF 92,128.11 SQUARE FEET OR 2.12 ACRES, MORE OR LESS.

Thursday, August 23, 2012
C:\Users\mjohnson\Documents\My Drawings\Zorinsky\FLOW EASE.doc