

Agenda Item: 7.

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin Cleveland, Construction Engineer

SUBJECT: Little Papio Channel Project (Center Street to Grover Street)
UNO Nebraska Village Easements

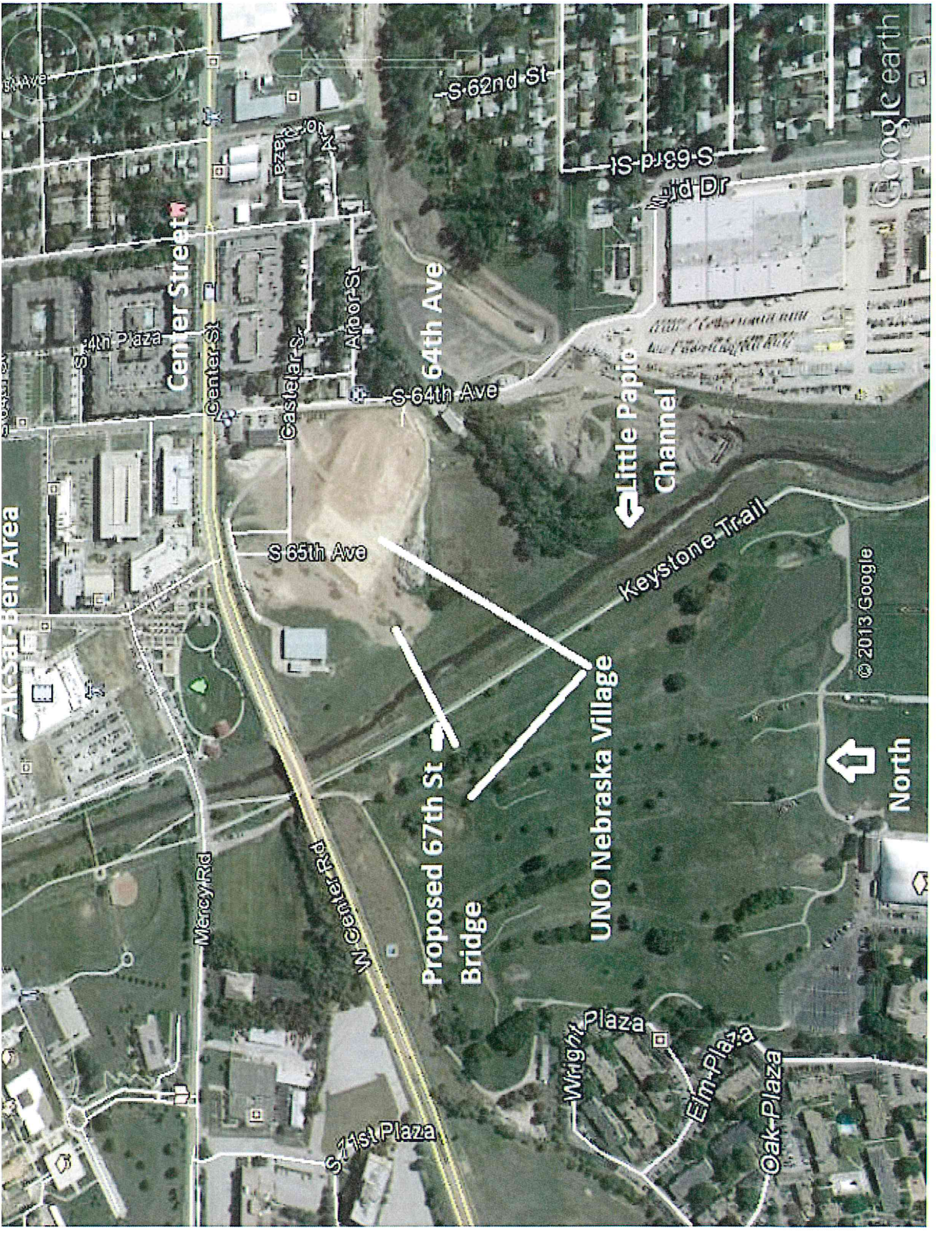
DATE: January 27, 2014

The UNO Nebraska Village area is located immediately south of Center Street and east of 63th Street, on both sides of Little Papio Channel Project. The area east of the Little Papio will include the new UNO Arena and associated parking lots. The area west of the Little Papio will include parking lots and future sports areas. The project includes a proposed 67th Street Bridge over Little Papio Channel. Enclosed are project maps. The US Army Corps of Engineers (USACE) and District staffs have reviewed multiple project submittals over the past 9 months and the project consultants have addressed USACE and District concerns and questions.

The University of Nebraska and City of Omaha has requested a temporary construction and permanent easement from the District for the 67th Street Bridge crossing of Little Papio Channel. Enclosed are the proposed easements. The University has agreed to provide ingress/egress access easement to the District at the four corners of the 67th Street Bridge to allow District access from public streets to channel for maintenance. The District has an existing access easement from the University along the south property line, which would be released, as it would no longer be needed.

It is proposed that the easement be provided at no cost to University and City of Omaha, in exchange for the no cost access easement they have agreed to provide.

It is management's recommendation that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed easement agreement for co-occupation of Little Papio Creek Flood Control Channel Right-of-Way with the University of Nebraska and City of Omaha, accept a permanent access easement from the University of Nebraska and release an existing access easement to the University of Nebraska, subject to changes deemed necessary as approved by District Legal Counsel.



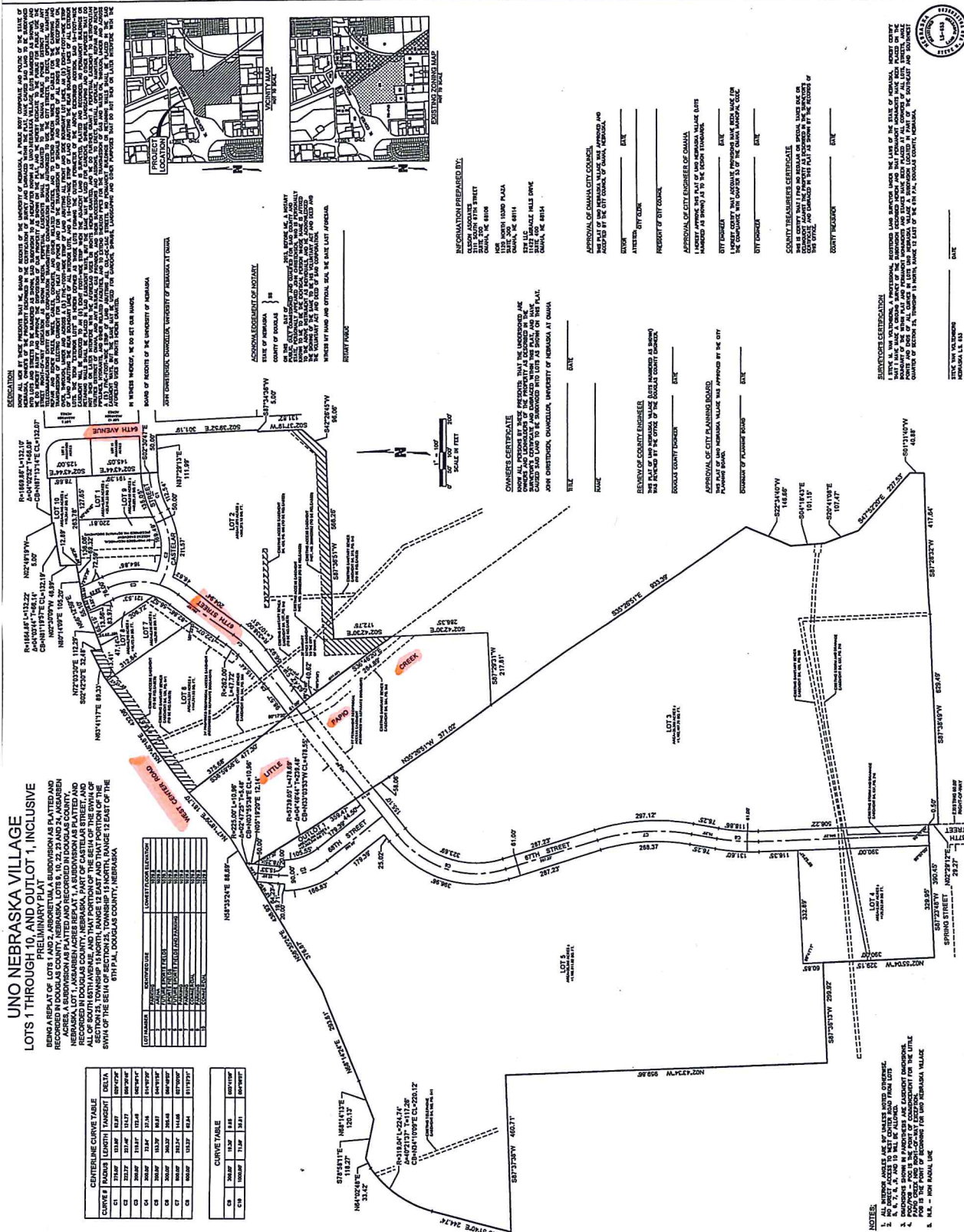
UNO NEBRASKA VILLAGE

PRELIMINARY PLAT
REPLAT OF LOTS 1 AND 2, ARBORETUM, A SUBDIVISION AS PLAT

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	LENGTH	TANGENT	DELTA
C1	374.65	133.85	62.87	80°47'28"
C2	222.37	221.46	124.57	86°26'48"
C3	300.00	218.87	122.48	84°56'14"
C4	200.00	72.84	27.56	81°47'18"
C5	300.00	153.20	66.87	84°47'18"
C6	200.00	263.27	295.48	86°48'07"
C7	600.00	282.34	144.68	87°00'00"
C8	600.00	113.27	62.84	81°17'37"

CB	300.00'	10.20'	0.03"±10"
C10	1000.00'	71.20'	0.04"±0.07"

LOT NUMBER	ENDEMPLOY USE	LOWEST FLOOR ELEVATION
1	PARKING	1179.3
2	PARKING	1179.3
3	FUTURE SPORTS CENTER	1179.3
4	APARTMENT BUILDING	1179.3
5	FUTURE LOW RISE OFFICE AND PARKING	1179.3
6	PARKING	1179.3
7	CONCRETE RETAIL	1179.3
8	PARKING	1179.3
9	CONCRETE FOOT	1179.3



NOTES:

1. ALL INTERIOR ANGLES ARE 90° UNLESS NOTED OTHERWISE.
2. ALL ACCESS TO WEST CENTER ROAD FROM LOTS 4, 6, 8, 9, 11, AND 10 WILL BE ALLOWED.
3. DIMENSIONS SHOWN IN PARENTHESES ARE EXISTING DIMENSIONS.
4. POB/POB - POB IS THE POINT OF COMMENCEMENT FOR THE PLANNED CREEK ROAD RIGHT-OF-WAY EXCEPTION.
5. POB IS THE POINT OF BEGINNING FOR LAND MURKIN VILLAGE.

SURVIVORS CERTIFICATION

I, STEVE M. VAN VELDHOVEN, A PROFESSIONAL, RESIDES UNDER THE LAWS OF THE STATE OF NEBRASKA. HONEST CERTIFY THAT THE INFORMATION CONTAINED HEREIN AND THAT PROVIDED BY MANAGEMENT HAVE BEEN PLACED ON THE RECORD OF THE NEBRASKA DEPARTMENT OF REVENUE AND THAT THE INFORMATION HAS BEEN CORRECTLY TRANSMITTED TO THE PORTS AND DOES OF ALL CARRIES IN LETTERS TO NEBRASKA, MAINEZ LOCATED IN PART OF THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

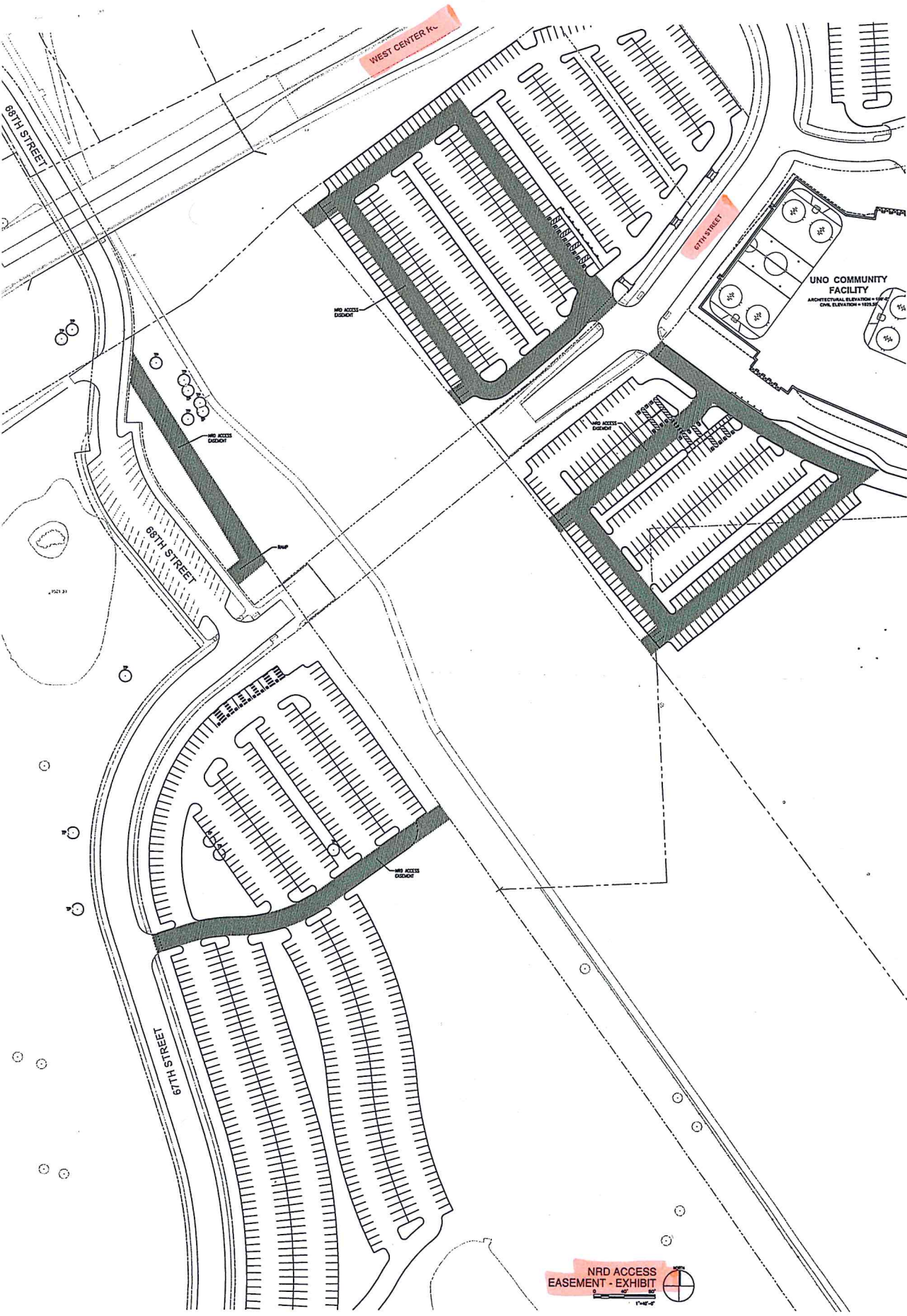
15.18.2022

STIVE VAN VOLDBORG
HOLSKA L.E. 613

DATE _____

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15-613
L.E. 613
STEVE D. HARRIS

— 2 —



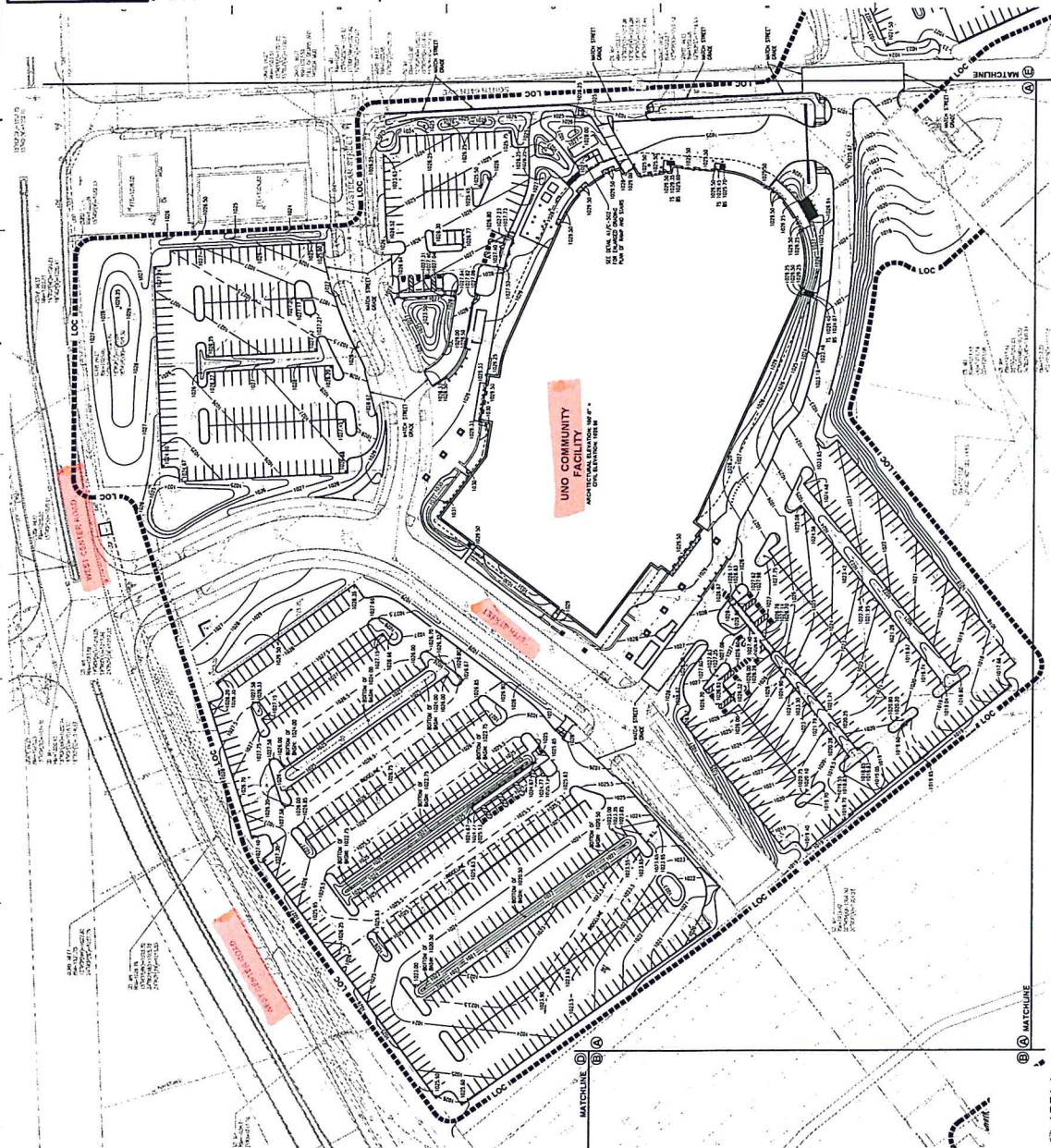
NRD ACCESS
EASEMENT - EXHIBIT

[illegible]

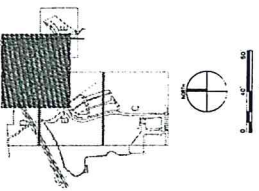
**SITE GRADING
PLAN - AREA A**

CC-103A

BID PACKAGE 4

[illegible][illegible]

KEY MAP_____



**EASEMENT AGREEMENT FOR CO-OCCUPATION OF
LITTLE PAPIO CREEK FLOOD CONTROL CHANNEL RIGHT-OF-WAY**

This Agreement (**"THIS AGREEMENT"**) is made and entered into by and among the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska 68138-3621 (**"GRANTOR"**), on the one hand, and the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and politic existing under the laws of the State of Nebraska (the **"UNIVERSITY"**), and the CITY OF OMAHA, NEBRASKA, a municipal corporation (the **"CITY"**) (the **UNIVERSITY** and **CITY** are collectively referred to as the **"GRANTEE"**), on the other hand.

WHEREAS, the UNIVERSITY is the lawful owner and developer of the following legally described real property to-wit:

Lots 1 through 10, inclusive, and Outlot "A", UNO Nebraska Village, an Addition to the City of Omaha, Douglas County, Nebraska (the "Subdivision").

WHEREAS, as part of the Subdivision process with the CITY, the UNIVERSITY and the CITY entered into a Subdivision Agreement dated September 24, 2013, that was approved by the Omaha City Council on September 24, 2013, by Resolution No. 1205 (the "Subdivision Agreement"), and an Interlocal Cooperation Agreement dated October 25, 2013 that was approved by the Omaha City Council on October 22, 2013 by Ordinance No. 39805 (the "Interlocal Agreement"). These agreements require the UNIVERSITY to construct and install certain public improvements including, but not limited to, a new roadway designated as 67th Street from Center Street to Spring Street (the **"ROADWAY PROJECT"**).

WHEREAS, the ROADWAY PROJECT includes a project (the “**BRIDGE PROJECT**”) to construct, operate and maintain a two-lane vehicular and pedestrian bridge (the “**BRIDGE**”), providing a new 67th Street crossing over the portion of the GRANTOR’S Little Papillion Creek Flood Control Project rights-of-way and improved channel in Section 25, T15N, R12E, Douglas County, Nebraska, such portion (“the **BRIDGE PROJECT RIGHTS-OF-WAY**”) being described in the legal description and diagram attached hereto as Exhibit “A” and incorporated herein by reference; and,

WHEREAS, GRANTEE also has requested that the GRANTOR grant to the GRANTEE a temporary work area easement (the “**TEMPORARY EASEMENT**”) over an additional portion of the GRANTOR’S Little Papillion Creek Flood Control Project rights-of-way and improved channel in Section 25, 15N, R12E, Douglas County, Nebraska, such portion (the “**TEMPORARY EASEMENT AREA**”) being described in the legal description and diagram attached hereto as Exhibit “B” and incorporated herein by reference; and,

WHEREAS, the NRD is agreeable to allowing the construction, operation, maintenance and replacement, if necessary, of the BRIDGE PROJECT in the BRIDGE PROJECT RIGHTS-OF-WAY portion of GRANTOR’S Little Papillion Creek Flood Control Project rights-of-way, and such temporary use of the TEMPORARY EASEMENT AREA; and,

WHEREAS, the UNIVERSITY and the CITY entered into an Interlocal Cooperation Agreement dated October 22, 2013, that was approved by the Omaha City Council on October 22, 2013, by Ordinance No. 39805 (the "Interlocal Cooperation Agreement"), that provides for the payment and reimbursement of the costs associated with constructing the BRIDGE PROJECT between the CITY and the UNIVERSITY in accordance with its terms.

WHEREAS, the Subdivision Agreement provides that upon the completion and acceptance of the public improvements by the CITY, as contemplated by the Subdivision Agreement, including the BRIDGE PROJECT, the CITY will be responsible for the perpetual maintenance of the public improvements, including the BRIDGE PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the NRD hereby grants to GRANTEE the following: the permanent right to construct, operate, maintain, repair and reconstruct (if necessary), the BRIDGE PROJECT in, on, over and across the BRIDGE PROJECT RIGHTS-OF-WAY; the permanent right, in favor of the public, to use

and maintain the BRIDGE PROJECT RIGHTS-OF-WAY as a public roadway for public ingress and egress by vehicles, pedestrians and other roadway traffic over and across the said BRIDGE PROJECT RIGHTS-OF-WAY; and the temporary right to use the TEMPORARY EASEMENT AREA for any lawful purpose associated with the original construction of the BRIDGE PROJECT, all in accordance with this AGREEMENT and subject to the following terms and conditions:

1. GRANTEE'S plans for the BRIDGE PROJECT shall be submitted to GRANTOR for its written approval prior to the commencement of construction of the BRIDGE PROJECT, such written approval to not be unreasonably withheld or delayed

2. GRANTEE shall construct the BRIDGE PROJECT in accordance with the plans and specifications for the BRIDGE PROJECT approved by GRANTOR.

3. GRANTEE'S plans for the BRIDGE PROJECT shall incorporate, among other things, the following specifications:

a. The low chord elevation of the BRIDGE shall not be less than 1029.5 feet above mean sea level (Datum: 1988), measured at any point thereof between abutments.

b. The span of the BRIDGE from abutment face to abutment face shall not at any point be less than 290.0 feet.

c. The BRIDGE shall not have more than two sets of piers.

d. The UNIVERSITY shall design and construct the BRIDGE PROJECT in accordance with the CITY'S applicable standard specifications. Such specifications include, without limitation, the requirement that the contractor provide, in favor of the UNIVERSITY and the CITY, a two year warranty guarantee of the BRIDGE PROJECT.

4. Neither GRANTEE nor any of its mesne assignees or permittees shall attach to the BRIDGE, at any point between abutment faces, any conduits, wires or other appendages extending or protruding below the low chord elevation.

5. During construction of the BRIDGE, GRANTEE shall install everywhere beneath the BRIDGE (except in the normally-submerged, low-flow channel), and permanently maintain in good condition, rock rip-rap or other erosion-resistant ground cover acceptable to the NRD, all at GRANTEE'S cost and expense.

6. Any CHANNEL PROJECT facilities, trail facilities, and appurtenances thereto which are damaged or altered as a result of the construction, operation or maintenance of the BRIDGE,

shall be properly and immediately restored by the GRANTEE to their "as built" condition. This shall include but not be limited to the following:

- a. Excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of adjacent areas,
- b. Seeded areas which are disturbed shall be re-seeded and a vegetative cover acceptable to GRANTOR shall be established, and
- c. Materials, pipe, debris and other construction materials shall be removed.

7. GRANTEE agrees to pay the reasonable cost of all repairs of damages or rectification of alterations to the CHANNEL PROJECT necessitated or caused by or arising out of the construction, operation, maintenance, repair, reconstruction or replacement (if necessary) of the BRIDGE, use thereof by GRANTEE pursuant to THIS AGREEMENT, or use by the public, except as may be caused solely by the negligence of GRANTOR, its agents and employees.

8. a. GRANTEE agrees to indemnify and hold GRANTOR harmless from and against any and all liability, causes of action, claims and expenses for personal injuries or property damages arising out of or occasioned by the use of the BRIDGE by GRANTEE pursuant to THIS AGREEMENT, or by the public, except as may be caused solely by the negligence of GRANTOR, its agents and employees; provided, however, upon the UNIVERSITY'S completion of the BRIDGE PROJECT and the CITY'S approval of as-built plans for the same, the UNIVERSITY shall be released of all duties, responsibilities and obligations relating to the use (but not the design or construction) of the BRIDGE by the public generally.

b. The UNIVERSITY, through its employees, agents and contractors, shall be responsible for the design and construction of the BRIDGE PROJECT, and for the performance of all duties regarding such design and construction arising under this AGREEMENT or otherwise. To the extent allowed by law, the UNIVERSITY agrees to indemnify, defend, and hold the CITY and its employees, agents, and contractors harmless from and against any and all liability, causes of action, claims and expenses for personal injuries, property damages or contractual or other damages arising out of or occasioned by the design or construction of the BRIDGE PROJECT, except to the extent caused by the negligence of the CITY.

c. After the UNIVERSITY'S completion of the BRIDGE PROJECT and the CITY'S approval of as-built plans for the same, the CITY, through its employees, agents and contractors, shall be responsible for the maintenance and repair of the BRIDGE, and for the performance of all duties

regarding such maintenance and repair arising under this AGREEMENT or otherwise. To the extent allowed by law, the CITY agrees to indemnify, defend, and hold the UNIVERSITY and its employees, agents, and contractors harmless from and against any and all liability, causes of action, claims and expenses for personal injuries, property damages or contractual or other damages arising out of or occasioned by the maintenance or repair of the BRIDGE after the UNIVERSITY'S completion of the BRIDGE PROJECT and the CITY's approval of as-built plans for the same, except to the extent caused by the negligence of the UNIVERSITY.

9. GRANTEE shall be responsible for obtaining its own rights of ingress and egress to and from the BRIDGE PROJECT RIGHTS-OF-WAY, and other rights needed in addition to the TEMPORARY EASEMENT.

10. GRANTEE agrees to notify GRANTOR at least 24 hours prior to beginning any work in the BRIDGE PROJECT RIGHTS-OF-WAY and/or TEMPORARY EASEMENT AREA.

11. Upon completion of construction of the BRIDGE PROJECT, GRANTEE shall furnish to GRANTOR two copies of "as built" plans for such construction and shall vacate the TEMPORARY EASEMENT AREA.

12. Upon the UNIVERSITY'S completion of the BRIDGE PROJECT and the CITY's approval of the as-built plans for the same, the CITY shall maintain the BRIDGE in a manner which will not interfere with the continued operation and maintenance of GRANTOR's flood control facilities, the level of flood protection afforded by GRANTOR'S flood control facilities to be maintained at all times.

13. GRANTEE assumes the entire risk of loss or damage to the BRIDGE PROJECT improvements, from all causes whatsoever including, without limitation, flood, other natural disaster or act of God, and excluding only loss or damage caused solely by the negligence of GRANTOR or its officers, agents, contractors and employees; provided, however, after the UNIVERSITY'S completion of the BRIDGE PROJECT and the CITY'S approval of the as-built plans for the same, the UNIVERSITY shall no longer be responsible for the maintenance, risk of loss or damage to the BRIDGE PROJECT.

14. It is understood that this agreement does not include a warranty by GRANTOR of its title to the BRIDGE PROJECT RIGHTS-OF-WAY or to the easement interest herein granted.

15. In the event the Corps of Engineers and/or Grantor shall determine that it shall be necessary to modify or re-build any CHANNEL PROJECT facilities, trail facilities, or

appurtenances thereto and that such work shall necessitate the removal, reinstallation, replacement, relocation and/or alteration of BRIDGE PROJECT improvements,, Grantee agrees to reimburse Grantor upon demand, for that part of the cost of such work that shall be determined by Grantor to be attributable to such removal, installation, replacement, relocation and/or alteration of BRIDGE PROJECT improvements.

16. THIS AGREEMENT may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

17. THIS AGREEMENT shall become effective when signed by all of the parties hereto.

18. THIS AGREEMENT and the easements granted herein shall run with the land and be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

19. THIS AGREEMENT and the easements granted herein shall terminate only upon the written agreement of all of the parties, or their respective successors or assigns if applicable.

HIS AGREEMENT is executed by GRANTOR on this ____ day of _____, 2014

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, GRANTOR**

By _____
JOHN WINKLER, GENERAL MANAGER

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this _____ day of _____ 2014, before me, a Notary Public in and for said County, personally came the above-named JOHN WINKLER, GENERAL MANAGER OF THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, and he acknowledged the execution of THIS AGREEMENT as his voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

THIS AGREEMENT is executed by the CITY on this ____ day of _____, 2014

ATTEST:

CITY OF OMAHA, NEBRASKA

CITY CLERK

Date

MAYOR

Date

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this _____ day of _____ 2014, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission expires _____

NOTARY PUBLIC

**BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA, a public body corporate and
politic of the State of Nebraska,**

By: _____
**John Christensen, Chancellor,
University of Nebraska at Omaha**

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this ____ day of _____, 2014, before me, a Notary Public in and for said County and State, personally appeared John Christensen, Chancellor of the University of Nebraska at Omaha, on behalf of the Board of Regents of the University of Nebraska, a public body corporate and politic of the State of Nebraska, who executed the above and acknowledged the execution thereof to be their voluntary act and deed on behalf of said instrumentality of the State of Nebraska.

NOTARY PUBLIC

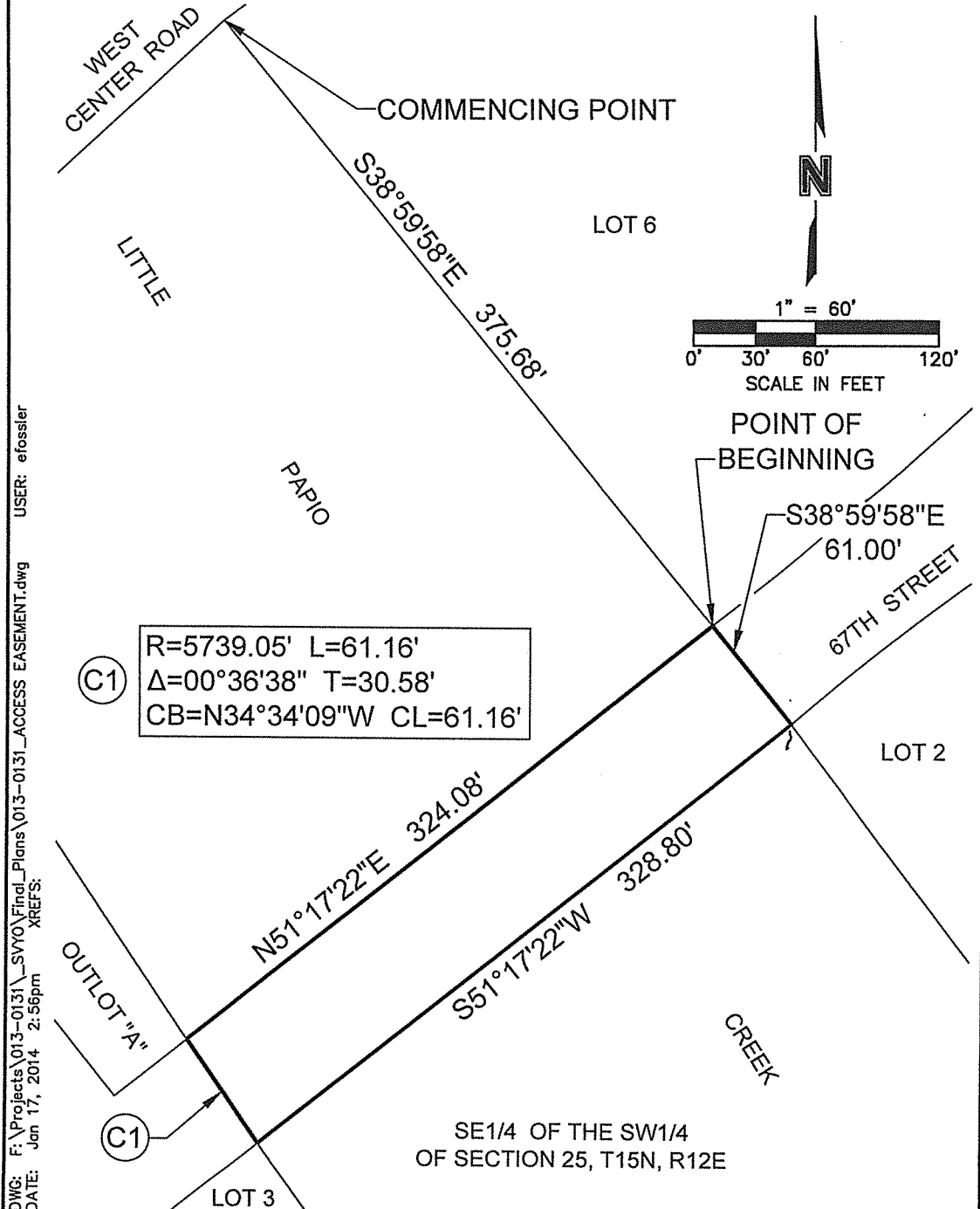
My Commission expires _____

LEGAL DESCRIPTION

A PERMANENT EASEMENT COMPOSED OF A PORTION OF THE LITTLE PAPIO CREEK NRD RIGHT-OF-WAY, LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, UNO NEBRASKA VILLAGE, A SUBDIVISION LOCATED IN SAID SE1/4 OF THE SW1/4 OF SECTION 25, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTER ROAD AND THE EAST LINE OF SAID LITTLE PAPIO CREEK NRD RIGHT-OF-WAY; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 6, UNO NEBRASKA VILLAGE, SAID LINE ALSO BEING SAID EAST LINE OF THE LITTLE PAPIO CREEK NRD RIGHT-OF-WAY ON AN ASSUMED BEARING OF S38°59'58"E, A DISTANCE OF 375.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, UNO NEBRASKA VILLAGE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 67TH STREET AND SAID EAST LINE OF THE LITTLE PAPIO CREEK NRD RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S38°59'58"E ALONG SAID EAST LINE OF THE LITTLE PAPIO CREEK NRD RIGHT-OF-WAY, A DISTANCE OF 61.00 FEET TO A WEST CORNER OF LOT 2, SAID UNO NEBRASKA VILLAGE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID 67TH STREET AND SAID EAST LINE OF THE LITTLE PAPIO CREEK NRD RIGHT-OF-WAY; THENCE S51°17'22"W, A DISTANCE OF 328.80 FEET TO A NORTH CORNER OF LOT 3, SAID UNO NEBRASKA VILLAGE, SAID CORNER ALSO BEING THE POINT-OF-INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF 67TH STREET AND THE WEST LINE OF SAID LITTLE PAPIO CREEK NRD RIGHT-OF-WAY; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 5,739.05 FEET, AN ARC LENGTH OF 61.16 FEET, A DELTA ANGLE OF 00°36'38", A TANGENT LENGTH OF 30.58 FEET, A CHORD BEARING N34°34'09"W, AND A CHORD LENGTH OF 61.16 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A", SAID UNO NEBRASKA VILLAGE, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EAST LINE OF SAID OUTLOT "A", UNO NEBRASKA VILLAGE AND SAID WEST LINE OF THE LITTLE PAPIO CREEK NRD RIGHT-OF-WAY; THENCE N51°17'22"E, A DISTANCE OF 324.08 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 19,916.00 SQUARE FEET OR 0.457 ACRES, MORE OR LESS.



USER: efossler

DWG: F:\Projects\013-0131\Find_Plans\013-0131_ACCESS EASEMENT.dwg
DATE: Jan 17, 2014 2:59pm
XREFS:

PROJECT NO: 13-0131
DRAWN BY: EDF
DATE: 07.15.13

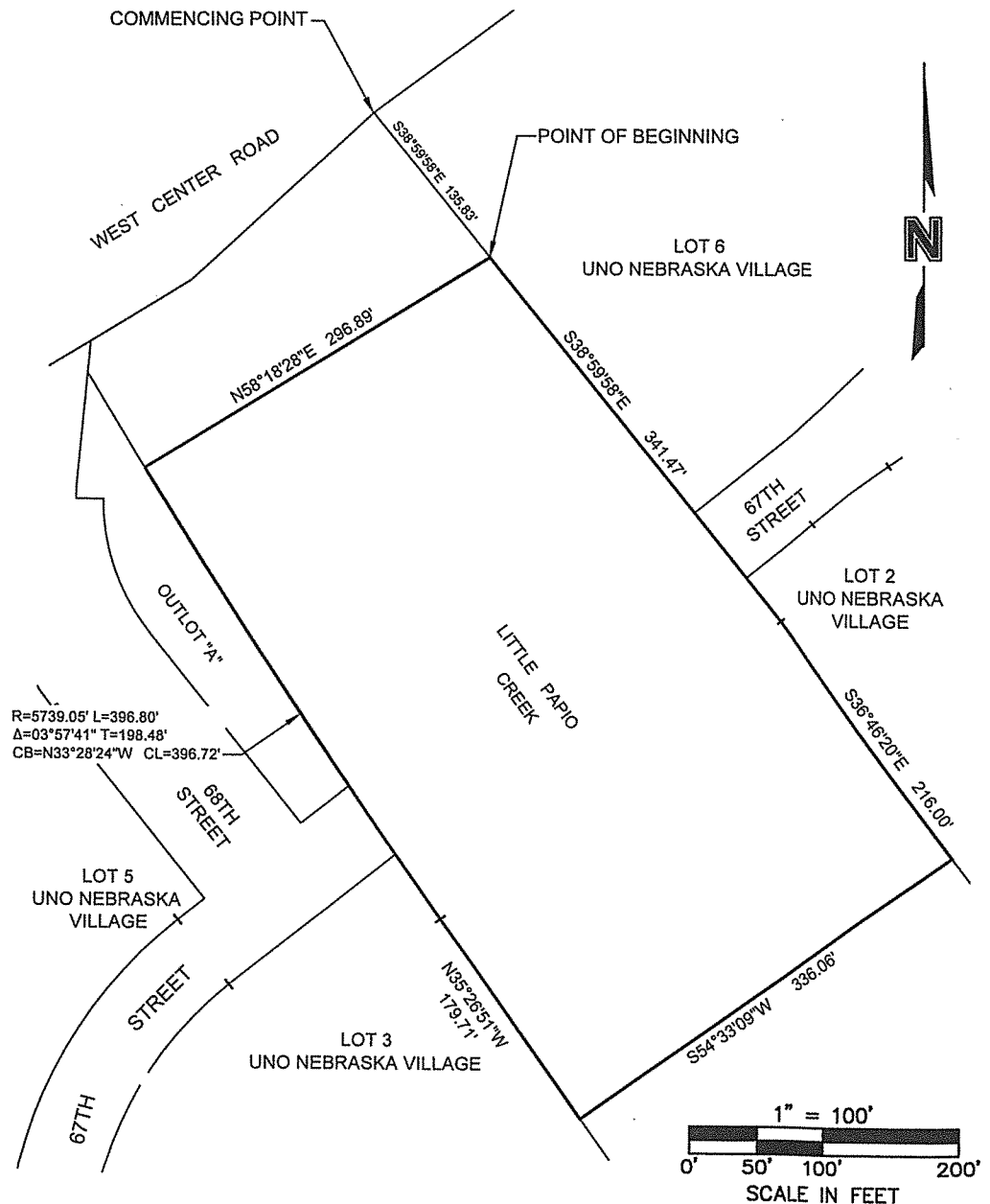
PERMANENT
EASEMENT

MOLSSON 2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
ASSOCIATES FAX 402.341.5895

EXHIBIT
A

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 182603.80 SQUARE FEET OR 4.192 ACRES MORE OR LESS.



DWG: F:\Projects\013-0131_SVY\Find_Plans\013-0131_HDR TEMP CONST EASE.dwg
DATE: Jan 17, 2014 12:00pm XREFS: USER: efosler

PROJECT NO:	13_0131
DRAWN BY:	EDF/TLR
DATE:	12/18/13

TEMPORARY
CONSTRUCTION EASEMENT

OLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT
B

PERMANENT ACCESS EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, A PUBLIC BODY CORPORATE AND GOVERNING BODY OF THE UNIVERSITY OF NEBRASKA AT OMAHA ("Grantor"), for itself and its successors and assigns, hereby grants to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska ("Grantee"), and its successors and assigns, the permanent, non-exclusive easements hereinafter described (the "Easements") in, on, over, under and across the multiple corridors of land (generally at least 25 feet in width) that are described and depicted in the legal descriptions and diagrams attached hereto as Exhibits "A", "B", "C", and "D" and incorporated herein by reference (the "Easement Areas"), for the purpose of providing to Grantee the rights to have lawful pedestrian, vehicular and heavy equipment ingress and egress between the reach of West Center Road and Grantee's flood control and public recreational trail improvements along the Little Papio Creek that run south from West Center Road.

The Easements hereby granted shall inure to the benefit of the Grantee, its successors, assigns and their permittees engaged in the construction, operation or maintenance of the flood control and public recreational trail improvements running along the Little Papillion Creek south of West Center Road; and, the Easements shall run with the land and be binding upon Grantor and its successors and assigns, forever.

No excavation, filling, construction of improvements or other uses of an Easement Area that prevent, obstruct or otherwise interfere with Grantee's exercise of the Easement, shall be performed or permitted by Grantor without Grantee's written consent. An Easement Area may be paved or vegetated by Grantor but shall remain free of travel-obstructing curbs, walls, fences, hydrants, trees, low-hanging overhead wires and other physical obstructions or obstacles to the convenient passage of Grantee's vehicles and heavy equipment over and across an Easement Area. As between the parties, Grantor and its assigns shall have the sole risk of loss, and the sole responsibility for repairs of physical damages to any buried electrical, irrigation or other subsurface systems or other improvements in an Easement Area, that result from Grantee's exercise of Easement rights

granted hereby; and, the consideration recited herein shall constitute full and final payment for all damages resulting from Grantee's non-negligent exercise of the Easements.

Nothing contained herein shall be deemed or construed as a gift or dedication to the general public of any Easement Area provided by this agreement.

Grantor covenants with Grantee that Grantor owns the Easement Areas and has the right to grant the Easements over the same; that such property is free and clear of all liens and encumbrances; and, that Grantor will warrant and defend Grantee's title to the Easement against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Permanent Access Agreement to be signed on the date and year first written above.

BOARD OF REGENTS OF THE UNIVERSITY OF
NEBRASKA, A PUBLIC BODY CORPORATE AND
GOVERNING BODY OF THE UNIVERSITY OF
NEBRASKA AT OMAHA

By _____

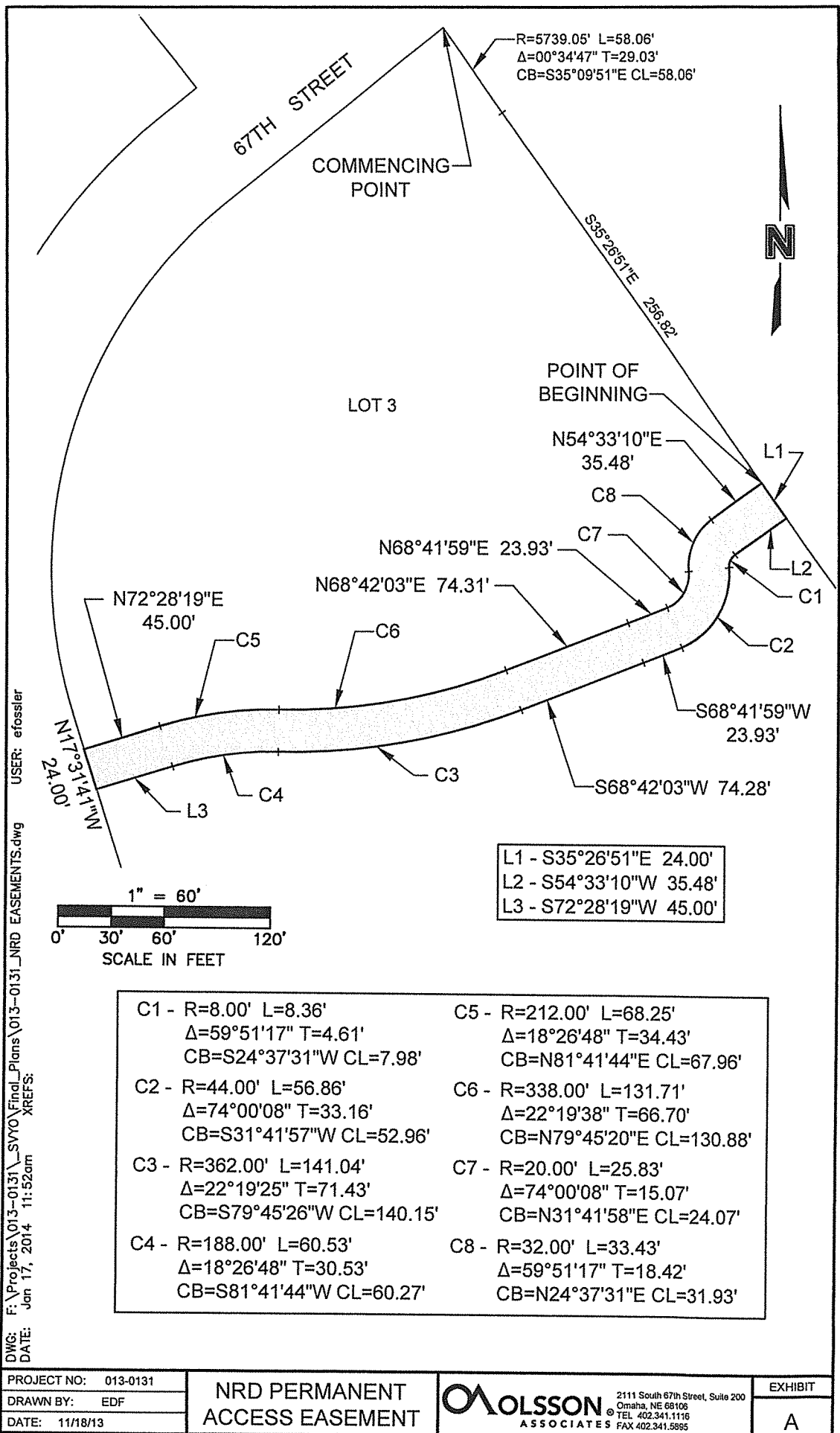
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me, a notary public in and for said county and state, personally came _____, _____ of the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, A PUBLIC BODY CORPORATE AND GOVERNING BODY OF THE UNIVERSITY OF NEBRASKA AT OMAHA, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Board of Regents.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

Notary Public



PROJECT NO: 013-0131

DRAWN BY: EDF

DATE: 11/18/13

NRD PERMANENT
ACCESS EASEMENT

MOLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

A

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A PERMANENT ACCESS EASEMENT COMPOSED OF A PORTION OF LOT 3, UNO NEBRASKA VILLAGE LOTS 1 THROUGH 10, AND OUTLOT "A", A SUBDIVISION AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 3, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 67TH STREET; THENCE ALONG THE EAST LINE OF SAID LOT 3 ON A CURVE TO THE LEFT WITH A RADIUS OF 5,739.05 FEET, AN ARC LENGTH OF 58.06 FEET, A CHORD BEARING OF S35°09'51"E AND A CHORD LENGTH OF 58.06 FEET; THENCE S35°26'51"E, ALONG SAID EAST LINE OF LOT 3, A DISTANCE OF 256.82 FEET TO THE POINT OF BEGINNING; THENCE S35°26'51"E, ALONG SAID EAST LINE OF LOT 3, A DISTANCE OF 24.00 FEET; THENCE S54°33'10"W, A DISTANCE OF 35.48 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 8.00 FEET, AN ARC LENGTH 8.36 FEET, A CHORD BEARING OF S24°37'31"W AND A CHORD DISTANCE OF 7.98 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 44.00 FEET, AN ARC LENGTH OF 56.86 FEET, A CHORD BEARING OF S31°41'57"W AND A CHORD DISTANCE OF 52.96 FEET; THENCE S68°41'59"W, A DISTANCE OF 23.93 FEET; THENCE S68°42'03"W, A DISTANCE OF 74.28 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 362.00 FEET, AN ARC LENGTH OF 141.04 FEET, A CHORD BEARING OF S79°45'26"W AND A CHORD DISTANCE OF 140.15 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 188.00 FEET, AN ARC LENGTH OF 60.53 FEET, A CHORD BEARING OF S81°41'44"W AND A CHORD DISTANCE OF 60.27 FEET; THENCE S72°28'19"W, A DISTANCE OF 45.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 67TH STREET; THENCE N17°31'41"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF 67TH STREET, A DISTANCE OF 24.00 FEET; THENCE N72°28'19"E, A DISTANCE OF 45.00 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 212.00 FEET, AN ARC LENGTH OF 68.25 FEET, A CHORD BEARING OF N81°41'44"E AND A CHORD DISTANCE OF 67.96 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 338.00 FEET AN ARC LENGTH OF 131.71 FEET, A CHORD BEARING OF N79°45'20"E AND A CHORD DISTANCE OF 130.88 FEET; THENCE N68°42'03"E, A DISTANCE OF 74.31 FEET; THENCE N68°41'59"E, A DISTANCE OF 23.93 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 25.83 FEET, A CHORD BEARING OF N31°41'58"E AND A CHORD DISTANCE OF 24.07 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 32.00 FEET, AN ARC LENGTH OF 33.43 FEET, A CHORD BEARING OF N24°37'31"E AND A CHORD DISTANCE OF 31.93 FEET; THENCE N54°33'10"E, A DISTANCE OF 35.48 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 10,600.80 SQUARE FEET OR 0.243 ACRES MORE OR LESS.

DWG: F:\Projects\013-0131\SVYO\Final_Plans\013-0131_NRD_EASEMENTS.dwg
DATE: Jan 17, 2014 11:53am
USER: efossler

PROJECT NO: 013-0131
DRAWN BY: EDF
DATE: 11/18/13

NRD PERMANENT
ACCESS EASEMENT

MOLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

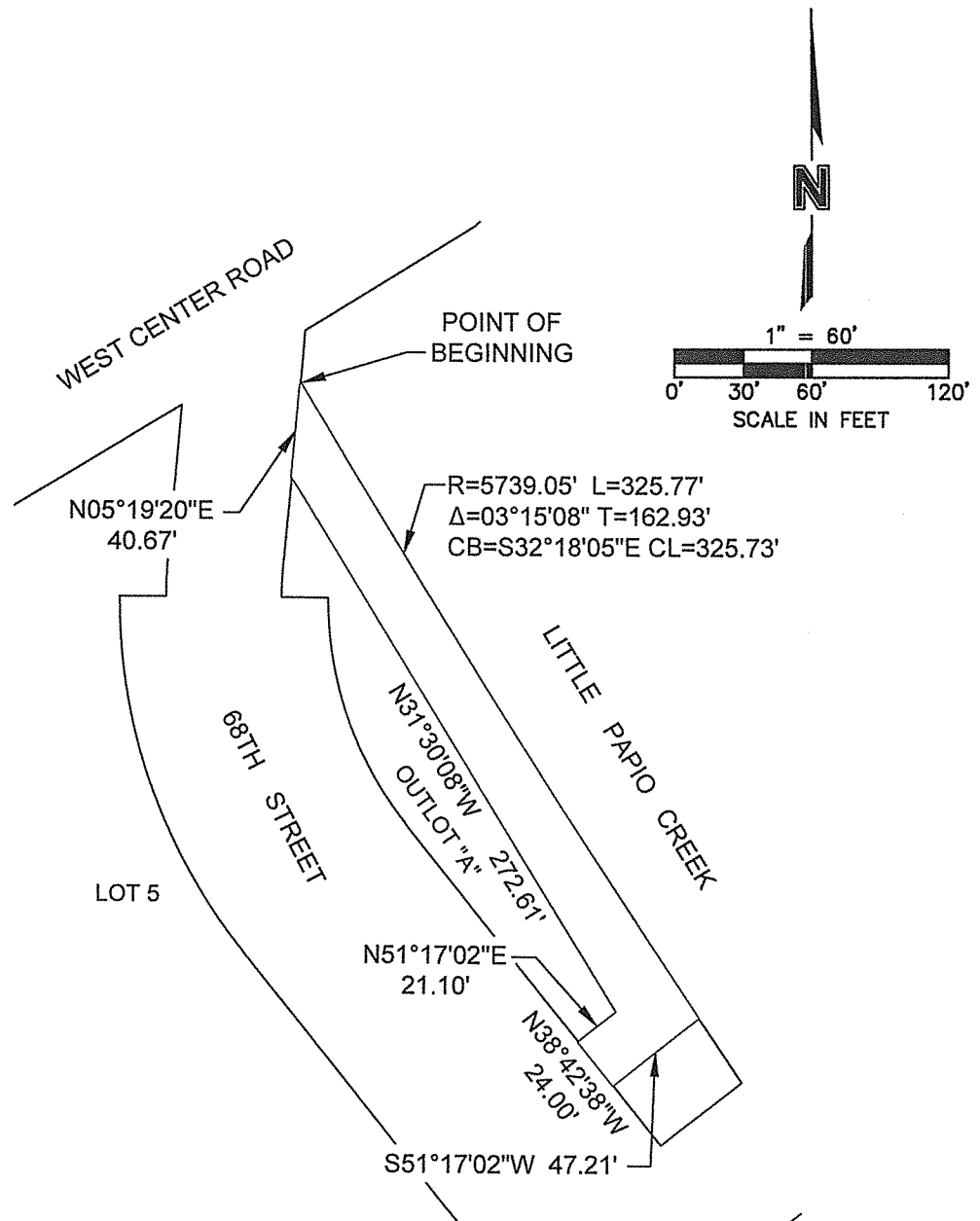
A

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A PERMANENT ACCESS EASEMENT COMPOSED OF A PORTION OF OUTLOT "A", UNO NEBRASKA VILLAGE LOTS 1 THROUGH 10, AND OUTLOT "A", A SUBDIVISION AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTH CORNER OF SAID OUTLOT "A" SAID CORNER BEING ON THE EAST RIGHT-OF-WAY LINE OF 68TH STREET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 5,739.05 FEET, AN ARC LENGTH OF 325.77 FEET, A CHORD BEARING OF S32°18'05"E AND A CHORD DISTANCE OF 325.73 FEET; THENCE S51°17'02"W, A DISTANCE OF 47.21 FEET TO SAID EAST RIGHT-OF-WAY LINE OF 68TH STREET; THENCE N38°42'38"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 68TH STREET, A DISTANCE OF 24.00 FEET; THENCE N51°17'02"E, A DISTANCE OF 21.10 FEET; THENCE N31°30'08"W, A DISTANCE OF 272.61 FEET TO SAID EAST RIGHT-OF-WAY LINE OF 68TH STREET; THENCE N05°19'20"E, ALONG SAID EAST RIGHT-OF-WAY LINE OF 68TH STREET, A DISTANCE OF 40.67 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 8,303.76 SQUARE FEET OR 0.191 ACRES MORE OR LESS.



USER: efossler

DWG: F:\Projects\013-0131\SVY0\Final_Plans\013-0131_NRD_EASEMENTS.dwg

DATE: Jan 17, 2014 11:54am XREFS:

PROJECT NO: 013-0131
DRAWN BY: EDF
DATE: 11/18/13

NRD PERMANENT
ACCESS EASEMENT

MOLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5885

EXHIBIT

B

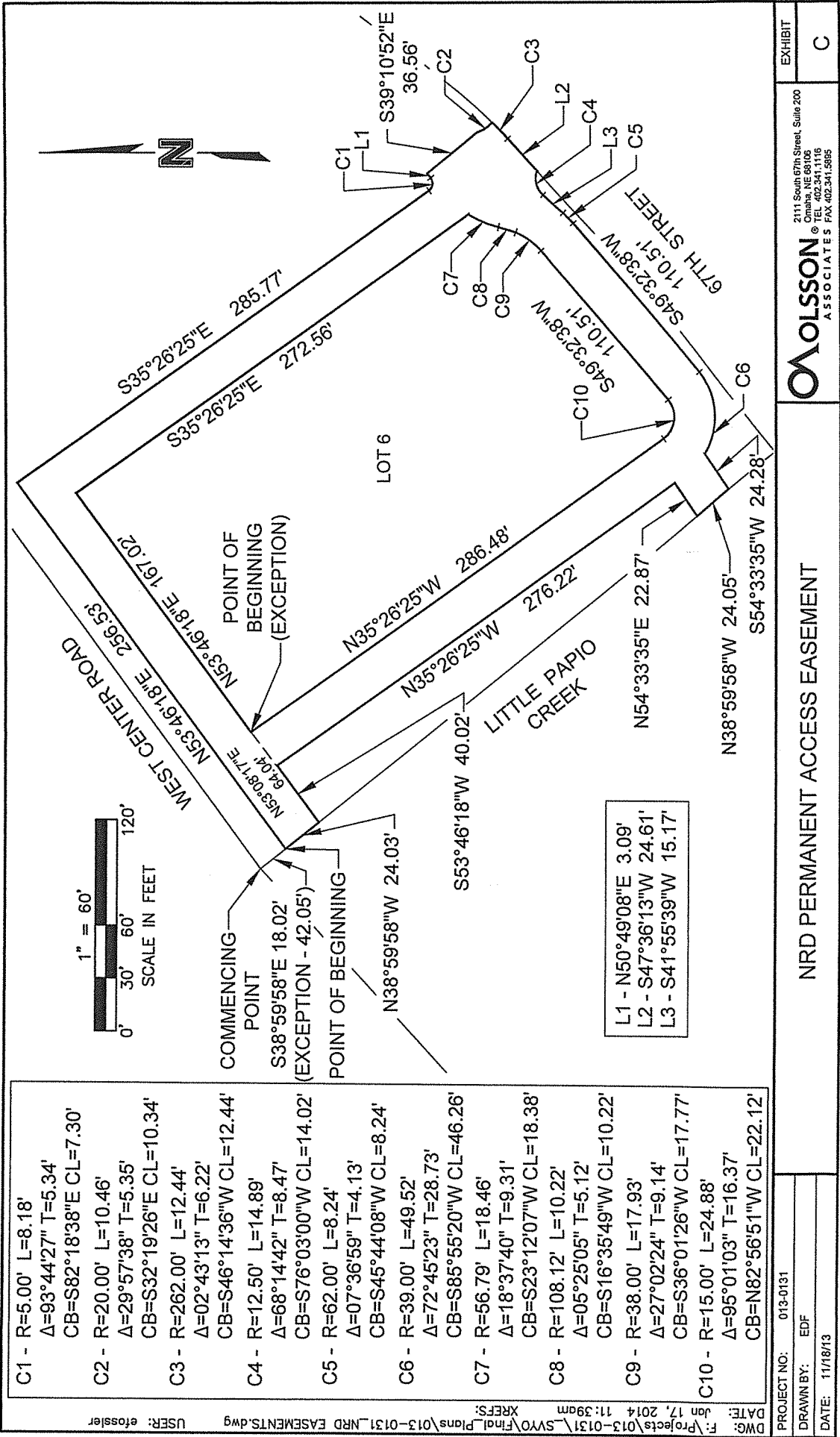


EXHIBIT
C

OLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68130
TEL: 402.341.3800
FAX: 402.341.3805

NRD PERMANENT ACCESS EASEMENT

PROJECT NO: 013-0131
DRAWN BY: EDF
DATE: 11/18/13

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DATE: Jan 17, 2014 11:39am
USER: eflossler
XREFS:

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A PERMANENT ACCESS EASEMENT COMPOSED OF A PORTION OF LOT 6, UNO NEBRASKA VILLAGE LOTS 1 THROUGH 10, AND OUTLOT "A", A SUBDIVISION AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WEST CENTER ROAD AND THE NORTHERLY LINE OF LITTLE PAPIO CREEK; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 6, S38°59'58"E, A DISTANCE OF 18.02 FEET TO THE POINT OF BEGINNING; THENCE N63°46'18"E, A DISTANCE OF 266.53 FEET; THENCE S35°26'25"E, A DISTANCE OF 285.77 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 5.00 FEET, AN ARC LENGTH OF 8.18 FEET, A CHORD BEARING OF S82°18'38"E, AND A CHORD DISTANCE OF 7.30 FEET; THENCE N50°49'08"E, A DISTANCE OF 3.09 FEET; THENCE S39°10'52"E, A DISTANCE OF 36.56 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 10.46 FEET, A CHORD BEARING OF S32°19'26"E, AND A CHORD DISTANCE OF 10.34 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 6, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF 67TH STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT 6, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF 67TH STREET ON A CURVE TO THE RIGHT WITH A RADIUS OF 262.00 FEET, AN ARC LENGTH OF 12.44 FEET, A CHORD BEARING OF S46°14'36"W, AND A CHORD DISTANCE OF 12.44 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 6, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF 67TH STREET; THENCE S47°36'13"W ALONG SAID SOUTHERLY LINE OF LOT 6, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF 67TH STREET, A DISTANCE OF 24.61 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 6, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF 67TH STREET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 12.50 FEET, AN ARC LENGTH OF 14.89 FEET, A CHORD BEARING OF S76°03'00"W, AND A CHORD DISTANCE OF 14.02 FEET; THENCE S41°55'39"W, A DISTANCE OF 15.17 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, AN ARC LENGTH OF 8.24 FEET, A CHORD BEARING OF S45°44'08"W, AND A CHORD DISTANCE OF 8.24 FEET; THENCE S49°32'38"W, A DISTANCE OF 110.51 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 39.00 FEET, AN ARC LENGTH OF 49.52 FEET, A CHORD BEARING OF S85°58'20"W, AND A CHORD DISTANCE OF 46.26 FEET; THENCE S54°33'35"W, A DISTANCE OF 24.28 FEET TO A POINT ON SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 6; THENCE N38°59'58"W ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 6, A DISTANCE OF 24.05 FEET; THENCE N54°33'35"E, A DISTANCE OF 22.87 FEET; THENCE N35°26'25"W, A DISTANCE OF 276.22 FEET; THENCE S83°46'18"W, A DISTANCE OF 40.02 FEET TO A POINT ON SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 6; THENCE N38°59'58"W ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 6, A DISTANCE OF 24.03 FEET TO THE POINT OF BEGINNING.

EXCEPT A PORTION OF SAID LOT 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID CORNER ALSO BEING SAID POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF WEST CENTER ROAD AND THE NORTHERLY LINE OF LITTLE PAPIO CREEK; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF SAID LOT 6, ON AN ASSUMED BEARING OF S38°59'58"E, A DISTANCE OF 42.05 FEET; THENCE N63°08'17"E, A DISTANCE OF 64.04 FEET TO THE POINT OF BEGINNING; THENCE N63°46'18"E, A DISTANCE OF 167.02 FEET; THENCE S35°26'25"E, A DISTANCE OF 272.56 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 56.79 FEET, AN ARC LENGTH OF 18.46 FEET, A CHORD BEARING OF S23°12'07"W, AND A CHORD DISTANCE OF 18.38 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 108.12 FEET, AN ARC LENGTH OF 10.22 FEET, A CHORD BEARING OF S16°35'49"W, AND A CHORD DISTANCE OF 10.22 FEET; THENCE WESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 38.00 FEET, AN ARC LENGTH OF 17.93 FEET, A CHORD BEARING OF S36°01'26"W, A CHORD DISTANCE OF 17.77 FEET; THENCE S49°32'38"W, A DISTANCE OF 110.51 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.88 FEET, A CHORD BEARING OF N82°56'51"W, AND A CHORD DISTANCE OF 22.12 FEET; THENCE N35°26'25"W, A DISTANCE OF 286.48 FEET TO THE POINT OF BEGINNING.

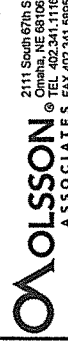
SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 26,431.14 SQUARE FEET OR 0.607 ACRES MORE OR LESS.

PROJECT NO: 013-0131

DRAWN BY: EDF

DATE: 11/18/13

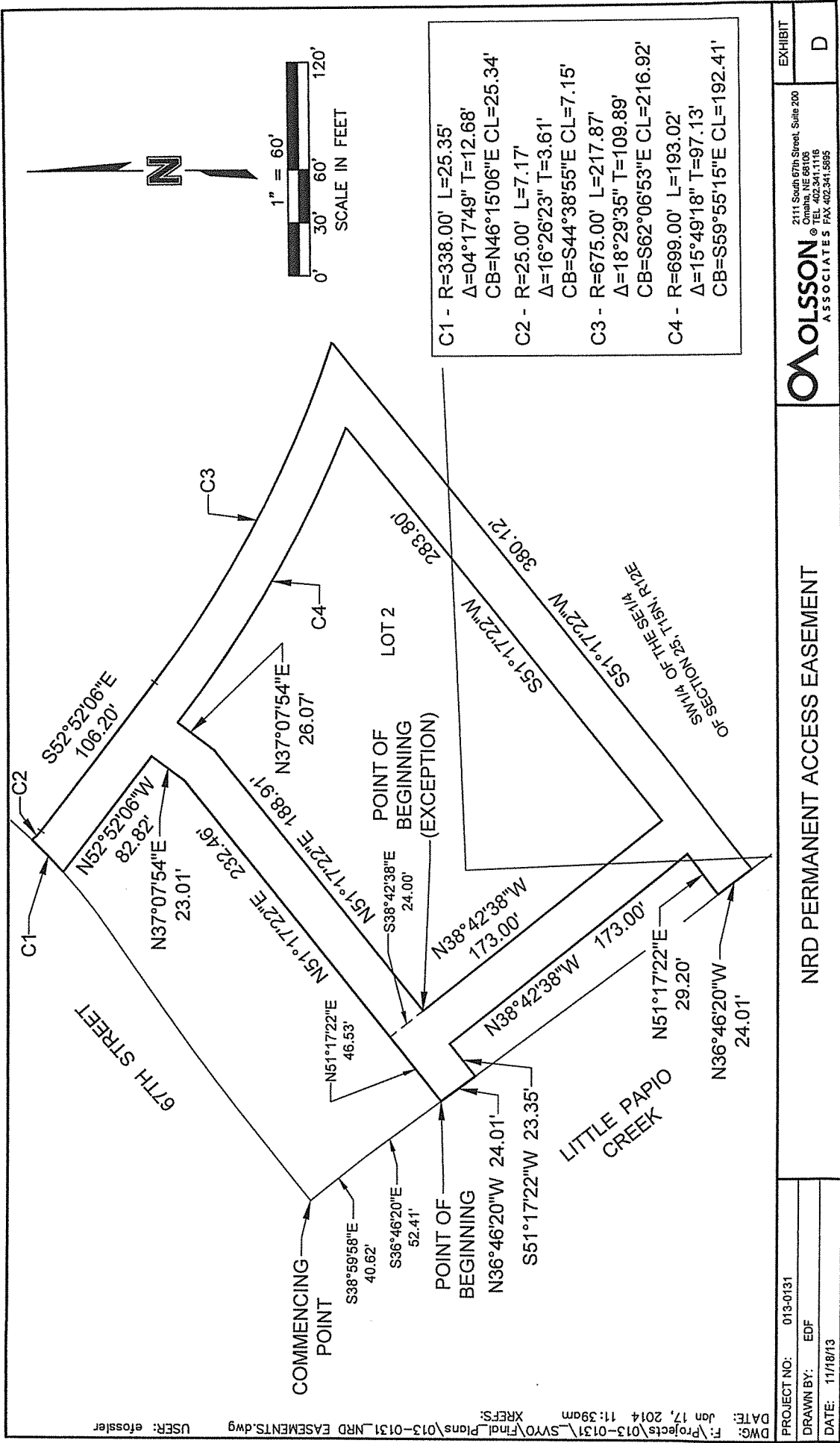
NRD PERMANENT ACCESS EASEMENT




2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1118
FAX 402.341.5895

EXHIBIT

C



PROJECT NO: 013-0131		<div><div>2111 South 57th Street, Suite 200 Omaha, NE 68148 TEL 402.341.1116 ASSOCIATES FAX 402.341.5995</div></div>	EXHIBIT
DRAWN BY: EDF			
DATE: 11/18/13			
NRD PERMANENT ACCESS EASEMENT			D

NRD PERMANENT ACCESS EASEMENT

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 DATE: Jan 17, 2014 11:39am
 USER: efossler
 XREFS:

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A PERMANENT ACCESS EASEMENT COMPOSED OF A PORTION OF THE SW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST AND A PORTION OF LOT 2, UNO NEBRASKA VILLAGE LOTS 1 THROUGH 10, AND OUTLOT "A", A SUBDIVISION AS PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 67TH STREET AND THE NORTHERLY LINE OF LITTLE PAPIO CREEK; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF S38°59'58"E, A DISTANCE OF 40.62 FEET TO A POINT ON SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2; THENCE S36°46'20"E ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 52.41 FEET TO THE POINT OF BEGINNING; THENCE N51°17'22"E, A DISTANCE OF 232.46 FEET; THENCE N37°07'54"E, A DISTANCE OF 23.01 FEET; THENCE N62°52'06"W, A DISTANCE OF 82.82 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 67TH STREET, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF 67TH STREET, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 2, ON A CURVE TO THE LEFT WITH A RADIUS OF 338.00 FEET, AN ARC LENGTH OF 25.35 FEET, A CHORD BEARING OF N46°15'06"E, AND A CHORD DISTANCE OF 25.34 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 7.17 FEET, A CHORD BEARING OF S44°38'55"E, AND A CHORD DISTANCE OF 7.15 FEET; THENCE S52°52'06"E, A DISTANCE OF 106.20 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 217.87 FEET, A CHORD BEARING OF S62°06'53"E, AND A CHORD DISTANCE OF 216.92 FEET; THENCE S51°17'22"W, A DISTANCE OF 380.12 FEET TO A POINT ON SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2; THENCE N36°46'20"W ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 23.35 FEET TO A POINT ON SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2; THENCE S51°17'22"W, A DISTANCE OF 23.35 PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 24.01 FEET TO THE POINT OF BEGINNING.

EXCEPT A PORTION OF SAID SW1/4 OF THE SE1/4 OF SECTION 25, AND SAID LOT 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING SAID POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 67TH STREET AND THE NORTHERLY LINE OF LITTLE PAPIO CREEK; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF S38°59'58"E, A DISTANCE OF 40.62 FEET TO A POINT ON SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2; THENCE S36°46'20"E ALONG SAID NORTHERLY LINE OF LITTLE PAPIO CREEK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 52.41 FEET; THENCE N51°17'22"E, A DISTANCE OF 46.53 FEET; THENCE S38°42'38"E, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING; THENCE N51°17'22"E, A DISTANCE OF 188.91 FEET; THENCE N37°07'54"E, A DISTANCE OF 26.07 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 699.00 FEET, AN ARC LENGTH OF 193.02 FEET, A CHORD BEARING OF S59°55'15"E, AND A CHORD DISTANCE OF 192.41 FEET; THENCE S51°17'22"W, A DISTANCE OF 283.80 FEET; THENCE N38°42'38"W, A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 26,532.85 SQUARE FEET OR 0.609 ACRES MORE OR LESS.

PROJECT NO: 013-0131
DRAWN BY: EDF
DATE: 11/18/13

NRD PERMANENT ACCESS EASEMENT

MOLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5885

EXHIBIT
D

RELEASE OF ACCESS EASEMENT

For value received, PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (the "NRD") hereby permanently and unconditionally discharges and releases to the UNIVERSITY OF NEBRASKA FOUNDATION, a Nebraska non-profit corporation (the "FOUNDATION") the non-exclusive and perpetual Access Easement ("the ACCESS EASEMENT") that on February 26, 2009 was granted to the NRD by the FOUNDATION and on March 13, 2009 was recorded in the office of the Register of Deeds of Douglas County, Nebraska, as Document No. 2009023052, the ACCESS EASEMENT therein being granted in, on, over and across:

- (a) portions of Section 25, Township 13 North, Range 12 East of the 6th P.M. in Omaha, Douglas County, Nebraska, such portions being described therein;
- (b) portions of Lots 7, 8, 9, 10, 22, 23 and 24 in AK-SAR-BEN Acres, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, such portions also being described therein; and,
- (c) portions of Lot 1, AK-SAR-BEN Acres Replat 1, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, such portions also being described therein.

IN WITNESS WHEREOF, the NRD has caused this Release of Access Agreement to be signed on this ____ day of _____, 2014, pursuant to resolution duly adopted by its Board of Directors.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2014, before me, a notary public in and for said county and state, personally came John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, known to me to be the identical person who signed the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said natural resource district.

WITNESS my hand and notarial seal the day and year last above written.

[SEAL]

Notary Public



MISC 2009023052



MAR 13 2009 10:16 P 7

File: *mal 7/55-00221-A1*
 532 : *55-00220-A*
 Fee: *30.97* FB *01-60200* *EC ML*
 BKP *25-15-12* C/O *COMP*
 DEL *11/5* SCAN *FF*

MAR 23 2009

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 3/13/2009 10:16:32



2009023052

ACCESS EASEMENT

This Access Easement is granted this 26th day of February, 2009, by the UNIVERSITY OF NEBRASKA FOUNDATION, a Nebraska non-profit corporation ("Grantor") to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Grantee").

WHEREAS, Grantor is the owner of the real estate legally described on Exhibit "A" attached hereto (the "Grantor's Property"); and

WHEREAS, Grantor desires to grant a non-exclusive, perpetual access easement to Grantee over a portion of the Grantor's Property, subject to Grantor's conditional right to relocate such easement.

NOW THEREFORE, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Grantee a perpetual, non-exclusive easement for vehicular and heavy equipment ingress and egress ("the Easement Rights"), extending over and across a continuous corridor of land, thirty (30) feet in width, lying between the City of Omaha's rights-of-way for 64th Avenue and the west boundary of Grantor's Property (the "Easement Area"), all within the Grantor's Property. Upon execution of this easement and unless or until relocated as provided hereinafter, the Easement Rights shall be effective only on and over, and limited in their application to, the southerly thirty feet (30') of the Grantor's Property, depicted and described in Exhibit "B" attached hereto (the "Initial Easement Area").

The Easement Rights granted hereby shall inure to the benefit of the Grantee, its successors and assigns and their permittees involved in the construction, operation or maintenance of the public flood control and recreational trail improvements along the Little Papillion Creek south of West Center Road, and shall run with the land and be binding upon Grantor and all subsequent owners of the Grantor's Property, and their successors and assigns.

Notwithstanding anything contained herein to the contrary, Grantor and its assigns shall have the right to make a subsequent and substitute permanent easement grant to

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 W0495104.02 - Final

Papio-Missouri River NRD *Page 1*

8901 S. 154 St.

(1) ma ha NF 68138-3121

Grantee relocating the Easement Rights to a substitute, continuous corridor of land, thirty (30) feet in width, within the Grantor's Property, extending between City of Omaha rights-of-way for 64th Avenue and the west boundary of Grantor's Property, (the "Substitute Easement Area") provided that the relocated Easement Rights over such Substitute Easement Area, together with any rights of ingress and egress available to Grantee over property west of the Grantor's Property (whether via streets or private easements), are available to Grantee without Grantee incurring additional expense or liability, and, in combination with each other, provide Grantee with rights of unobstructed ingress and egress, between 64th Avenue and the Little Papillion Creek south of West Center Road that are equivalent to the Grantee's rights over Grantor's Property, herein expressed. In the event Grantor desires to relocate the Easement Rights to a Substitute Easement Area within Grantor's Property, as permitted hereunder, Grantee agrees to cooperate in good faith with Grantor to identify a corridor of land within the Grantor's Property that qualifies hereunder as a Substitute Easement Area. A subsequent grant to Grantee permanently relocating the Easement Rights herein granted to a Substitute Easement Area shall require Grantee's written acceptance endorsed thereon in order to be effective as a release of Grantee's Easement Rights over the Initial Easement Area, Grantee's endorsement of such acceptance to not be withheld or delayed unreasonably.

No excavation, filling, construction of improvements or other uses of Grantor's Property that prevent, obstruct or otherwise interfere with Grantee's exercise of its Easement Rights over an Easement Area for vehicular or heavy equipment ingress and egress, provided for hereunder, shall be performed or permitted by Grantor without Grantee's written consent. An Easement Area may be paved or vegetated by Grantor but shall be kept free of curbs, walls, fences, hydrants, trees, low-hanging overhead wires and other physical obstructions or obstacles to the convenient passage of Grantee's vehicles and heavy equipment over and across the Easement Area. Notwithstanding any other provision, Grantee shall give Grantor or its successor a minimum of three (3) business days advance notice in the event any heavy equipment will be moved over the Easement Area. Such notice requirement shall be deemed to be waived in the event of any emergency situation posing a threat to public health or safety. The term "heavy equipment" shall refer to any vehicle or equipment with an operating weight of fifteen (15) tons or more. As between the parties, Grantor and its assigns shall have the sole risk of loss of, and responsibility for repairs of physical damages to, any buried electrical, irrigation or other subsurface systems or other improvements in an Easement Area that might result from Grantee's exercise of rights granted hereby. The consideration recited herein shall constitute full and final payment for all damages resulting from Grantee's non-negligent exercise of this Access Easement.

Nothing contained herein shall be deemed or construed as a gift or dedication to the general public of any Easement Area provided by this agreement or any other portion of the Grantor's Property.

Grantor covenants with Grantee that Grantor owns the Grantor's Property and has the right to grant the aforesaid Easement over the same; that the Grantor's Property is free and clear of all liens and encumbrances; and, that Grantor will warrant and defend Grantee's title to such easement against the lawful claims and demands of all persons whomsoever.

GRANTOR waives compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1995, et seq.).

IN WITNESS WHEREOF, Grantor has caused this Access Agreement to be signed on the date and year first written above.

UNIVERSITY OF NEBRASKA FOUNDATION

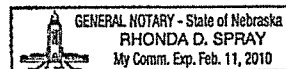
By 
Keith D. Miles, Vice President & Counsel

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 26th day of February, 2009, before me, a notary public in and for said county and state, personally came Keith D. Miles, Vice President & Counsel of the UNIVERSITY OF NEBRASKA FOUNDATION, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said foundation.

WITNESS my hand and notarial seal at Lincoln, in said county and state, the day and year last above written.

[SEAL]



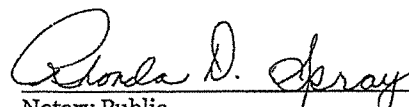

Notary Public

Exhibit "A"

Parcel #	Address	Legal Description
1	6505 Center St., Omaha	<p>Two Tracts of Land located in the Southwest Quarter of the Southeast Quarter of Section 25, Township 15 North, Range 12, East of the 6th P.M., in the City of Omaha, as surveyed and platted and recorded, in Douglas County Nebraska, being more particularly described as follows:</p> <p>Commencing at the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 25; thence southerly along the Westerly line of said Southwest Quarter of the Southeast Quarter of Section 25 a distance of 173.38 feet, to the intersection of said Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25 and the Southerly Right-of-Way line of Center Street, which point is also the point of beginning; thence Easterly along said Southerly right-of-way line of Center Street, a distance of 114.65 feet, to the intersection of said Southerly right-of-way line of Center Street and the Westerly right-of-way line of 65th Avenue; thence Northeasterly across said right-of-way of 65th Avenue, a distance of 54.3 feet, to the point of intersection of said Southerly right-of-way line of Center Street and the Easterly right-of-way line of 65th Avenue; thence continuing Northeasterly along said Southerly right-of-way line of Center Street, a distance of 106.05 feet, to the intersection of said Southerly right-of-way line of Center Street and the Westerly Line of Aksarben Acres, a platted and recorded addition in Douglas County, Nebraska; thence Southerly, along said Westerly line of Aksarben Acres, a distance of 203.83 feet, to the intersection of said Westerly line of Aksarben acres and the Northerly right-of-way line of Castelar Street; thence Westerly along said Northerly right-of-way of Castelar Street, a distance of 107 feet, to the intersection of said Northerly right-of-way line of Castelar Street and the Easterly right-of-way line of 65th Avenue, a distance of 350.7 feet, to the intersection of said Easterly right-of-way line of 65th Avenue and the extended Southerly line of Aksarben Acres; thence Westerly along said extended Southerly line of Aksarben Acres, a distance of 156.9 feet, to the intersection of said extended Southerly line of Aksarben Acres and the Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25; thence Northerly along said Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25, a distance of 485.72 feet, to the intersection of said Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25-15-12 and the Southerly right-of-way line of Center Street, and the Point of beginning;</p> <p>Excepting from the above described real estate, the dedicated right-of-way of 65th Avenue.</p>
2	2319 S 65 th Ave., Omaha	<p>That part of the East 107 feet of the South 313.35 feet of the West 4 acres of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 25, Township 15, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, bounded and described as follows: Beginning at</p>

		a point 263.9 feet East and 346.65 feet South of the Northwest corner of the SW ¼ of the SE ¼ of said Section 25, thence South 113.35 feet; thence West 107 feet; thence North 113.35 feet; thence East 107 feet to the place beginning, except that part conveyed to the State of Nebraska in Book 1626 at Page 726
3	2321 S 65 th Ave., Omaha	That Part of the East 107 Feet of the South 313.35 feet of the West 4 acres of the North ½ of the South ½ of the Southeast ¼ of Section 25, Township 15 North, Range 12 East of the 6 th P.M., More particularly described as follows: To-Wit: Beginning at a point 263.9 feet East and 460 Feet South of the Northwest Corner of the South ¼ of the Southeast ¼ of said Section 25, Township 15 North, Range 12, Said point being marked by a Gas Pipe Stake approximately 1 foot South of a presently located fence; thence South 39.5 feet; thence West 107 feet; thence North 39.5 feet; thence East 107 feet to the point of beginning, in the City of Omaha, Douglas County, Nebraska
4	2323 S 65 th Ave., Omaha	The Southeast Quarter of Section 25, Township 15 North, Range 12, also described as follows: Beginning at a Point 263.9 feet East and 499.5 feet South of the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 25, Thence South 40.1 feet, thence West 107 feet, thence North 40.1 feet, thence East 107 feet to the Place of Beginning, in Douglas County, Nebraska
5	2325 S 65 th Ave. Omaha	
6	2327 S 65 th Ave., Omaha	That part of the East 107 feet of the South 313.35 feet of the West 4 acres of the North ½ of the South ½ of the Southeast ¼ of Section 25, Township 15 North, Range 12 East of the 6 th P.M., more particularly described as follows, To-Wit: Beginning at a point 263.9 feet East and 580 feet South of the Northwest corner of the Southwest ¼ of the Southeast ¼ of said Section 25, Township 15 North, Range 12, thence South 39.7 feet, thence West 107 feet, thence North 39.7 feet, thence East 107 feet, to the point of beginning in the City of Omaha, Douglas County, Nebraska
7	2329 S 65 th Ave., Omaha	That part of the East 107 feet of the South 313.35 feet of the West 4 acres of the North Half of the South Half of the Southeast Quarter, Section 25, Township 15 North, Range 12 East of the 6 th P.M., Douglas County, Nebraska, Bounded and described as follows: To Wit: Beginning at a point 263.9 feet East and 619.7 feet South of the Northwest Corner of the Southwest Quarter of the Southeast Quarter, Section 25, Township 15 North, Range 12 East of the 6 th P.M.; Thence South 40.3 feet; Thence West 107 feet; Thence North 40.3 feet; Thence East 107 feet to the place of beginning in the City of Omaha, Douglas County, Nebraska
8	2511 S 65 th Ave., Omaha	That part of the S ½ of the SE ¼ of Section 25, Township 15 North, Range 12 East of the 6 th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows: Beginning at the NW corner of said S ½, 311.00 feet; thence S 00° 21' 15" E on a Line 311.00 feet East of an parallel to the West line of said S ½, 200.00 feet; thence West on a line 200.00 feet South of and parallel to the North line of said S ½ 311.00 feet to a point on the West line of said S ½, 200.00 feet to the point of beginning, except that part taken for street purposes in the plat an dedication for street widening, filed

		March 2, 1965, in Book 435 at page 549, miscellaneous records, Douglas County, Nebraska
9	2510 S 64 th Ave., Omaha	Commencing at the Northwest corner of the South Half of the Southwest ¼ of the Southeast ¼ of Section 25, Township 15, North, Range 12, East of the 6 th P.M., in the City of Omaha, Douglas County, Nebraska, running thence East n the North Line of said Tract 636.34 feet, thence South parallel to the West Line of 64 th Avenue of the City of Omaha extended Southward 127 feet, thence Southwest at an angle of 45°12' to the last described course, a distance of 103.15 feet, thence West 563 feet to a point in the West line of the Southeast ¼ of Section 25 Aforesaid, thence North in said Line 200 feet to the point of beginning, except the West 311.00 feet thereof
10	6413 Castelar St, Omaha	The North 150 feet of Lot 24, Ak-Sar-Ben Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska and the South 150.7 feet of Lot 24, Ak-Sar-Ben acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
11	6405 Castelar St, Omaha	Lot 23 in Ak-Sar-Ben Acres, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska
14	64 th Ave & Castelar	The West 61.5 feet of the East 81.5 feet of Lot 22 in Aksarben Acres, an Addition to the City of Omaha, Douglas County, Nebraska, except the South 100 feet thereof.
15	6503 Center St., Omaha	The West 60 feet of Lot 8, and the West 60 feet of the North 29 feet of Lot 9, AKSARBEN Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska except an irregular 26.3 foot strip of land lying over and across the Northern part of Lot 8, which is deeded to the State of Nebraska for road purposes
16	6503.5 Center St., Omaha	The West 60 feet of the South 116 feet of Lot 9, AK-SAR-BEN Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
17	6422 Castelar St., Omaha	Lot 1, AKSARBEN Acres replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
18	6455 Center St., Omaha	Lot 7 and 10, AK-SAR-BEN Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska except that part of Lot 7, deeded to the State of Nebraska in Warranty Deed in Book 691 at page 447

55-002

55-002

Exhibit "B"

