

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

SUBJECT: Western Sarpy Clear Creek Flood Reduction Project
Beacon View Inc. Easement

DATE: February 3, 2010

FROM: Martin P. Cleveland

In 2002, the District executed a project cooperation agreement with Beacon View, Inc., (see attachment) to provide easements for the construction of the referenced project levee on their property. The levee project is completed within the Beacon View Inc. property, but is not tied into the BNSF Railroad embankment at the downstream end of the project as a result of BNSF Railroad resistance to granting an easement.

During the project construction it was noticed that the levee embankment impacted local drainage and the Corps of Engineers determined that a drainage structure is needed to convey ponded water to under the levee and to the Platte River. This installation requires an additional easement area as outlined in the attached Easement Agreement.

- **Management recommends the Subcommittee recommend to the Board that the General Manager be authorized to execute an easement and amendment to Project Cooperation Agreement for the Beacon View Inc. property subject to approval as to form by District Legal Counsel.**

**EASEMENTS AND AMENDMENTS TO
PROJECT COOPERATION AGREEMENT
WESTERN SARPY/CLEAR CREEK FLOOD PROTECTION PROJECT**

In consideration of their mutual covenants hereinafter expressed, BEACON VIEW, INC., a Nebraska corporation ("BEACON VIEW"), for itself and for its successors and assigns, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("the NRD"), hereby agree as follows:

AMENDMENTS TO PROJECT COOPERATION AGREEMENT

BEACON VIEW and the NRD hereby agree that sub-paragraphs 15.d and 15.j of the Project Cooperation Agreement between such parties for the Western Sarpy/Clear Creek Flood Reduction Project (the PROJECT"), that was effective June 13, 2003 and that was recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on July 15, 2002 as Instrument No. 2002 26217, are hereby amended to read as follows, to-wit:

15.d. Deadline for Substantial Completion. In the event of failure of the NRD to substantially complete original construction of the portion of the NRD'S improvements intended for the PERMANENT EASEMENT AREA, and the PERMANENT CULVERT AND RIP-RAP EASEMENT AREA on or before September 1, 2010 , the NRD agrees to pay to BEACON VIEW, within fifty (50) days after demand, liquidated damages at the rate of \$100 for each day thereafter until such such improvements are substantially complete as defined by the contract for construction of such improvements.

15.j. River Drive and Ridgeway Road. Prior to exercising the TEMPORARY EASEMENTS, the NRD shall place a two-inch (2") layer of rock on River Drive and Ridgeway Road. During construction of the PROJECT the NRD shall keep in good condition and repair the roads within BEACON VIEW'S PROPERTY used by the PROJECT contractor; and, prior to completion of the PROJECT, the NRD shall place another two-inch (2") layer of rock on the roads within BEACON VIEW'S PROPERTY that the PROJECT contractor has used during construction of the PROJECT. Rock shall be ¾ inch clean limestone.

Except as so amended, said Project Cooperation Agreement is ratified and confirmed in all respects.

EASEMENT GRANTS

In return for payment by the NRD to BEACON VIEW of the sum of TEN THOUSAND DOLLARS (\$10,000), receipt of which is acknowledged, BEACON VIEW hereby grants to the NRD and its successors, assigns and permittees, including the United States Army Corps of Engineers ("the CORPS"), the following permanent and temporary easements, hereinafter described ("THE EASEMENTS"), to wit:

Temporary Construction Easement

The NRD is hereby granted the temporary right, liberty and authority to enter BEACON VIEW'S parcel of land described as Outlot 6, in Lot 27, Beacon View, a subdivision in the Southwest Quarter of Section 29, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, ("the TEMPORARY CONSTRUCTION EASEMENT AREA"), and temporarily use the TEMPORARY CONSTRUCTION EASEMENT AREA for equipment staging and maintenance; vehicular, equipment and pedestrian ingress and egress; and, other lawful purposes associated with construction of the PROJECT.

Permanent Culvert and Rip-rap Easement

The NRD is hereby granted the permanent right, liberty and authority to enter a portion of Outlot 6, in Lot 27, Beacon View, a subdivision in the Southwest Quarter of Section 29, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, such portion of said Outlot 6 ("the PERMANENT CULVERT AND RIP-RAP EASEMENT AREA") being more particularly described and depicted in the legal description and diagram attached hereto as Exhibit A and incorporated herein by reference, and construct, and permanently operate, maintain, repair, replace and regulate, in the PERMANENT CULVERT AND RIPRAP EASEMENT AREA, a drainage culvert or other surface water drainage device running under the PROJECT levee, and rip-rap or other erosion-preventing materials or devices along the Platte River bank in the PERMANENT CULVERT AND RIP-RAP EASEMENT AREA.

Additional Covenants

(a) The recited consideration constitutes payment in full for all damages sustained by BEACON VIEW by reason of the exercise of the easement rights herein granted, but does not constitute payment in the event that the NRD's obligation to complete the project by September 1, 2010 is not met or in the event that exercise of the easements rights damages BEACON VIEW property; further, the payment does not relieve NRD from the obligation to rock BEACON VIEW'S roads prior to project completion.

(b) BEACON VIEW covenants with the NRD that BEACON VIEW owns the property over which the EASEMENTS are granted and has the right to grant THE EASEMENTS over the same, excepting Burlington Northern right of way; and, that BEACON VIEW will warrant and defend the NRD'S right to THE EASEMENTS against the lawful claims and demands of all persons whomsoever; but not to include any claim or demand from the Burlington Northern.

(c) THE EASEMENTS run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their heirs, successors and assigns.

(d) This document shall not be construed to pass to the NRD any fee simple interest or title to BEACON VIEW'S property or any part thereof.

(e) BEACON VIEW warrants that no verbal or written representations or inducements have been made or given by the NRD, or by any of its officers, agents or employees, other than as may be recited in this document.

(f) THE EASEMENTS shall be effective as of the date of execution hereof and the Temporary Construction Easement shall terminate on the day the construction of the IMPROVEMENTS is finally completed.

Dated _____, 2010.

BEACON VIEW, INC., a Nebraska corporation

By _____
Chairman

PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

By _____
JOHN WINKLER, General Manager

State of Nebraska)
) ss.

County of _____)

On this ____ day of _____, 2010, before me, a Notary Public, came Robert Schnaidt, Chairman, President of BEACON VIEW, INC., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed for and on behalf of GRANTOR. WITNESS my hand and Notarial Seal the date last aforesaid.

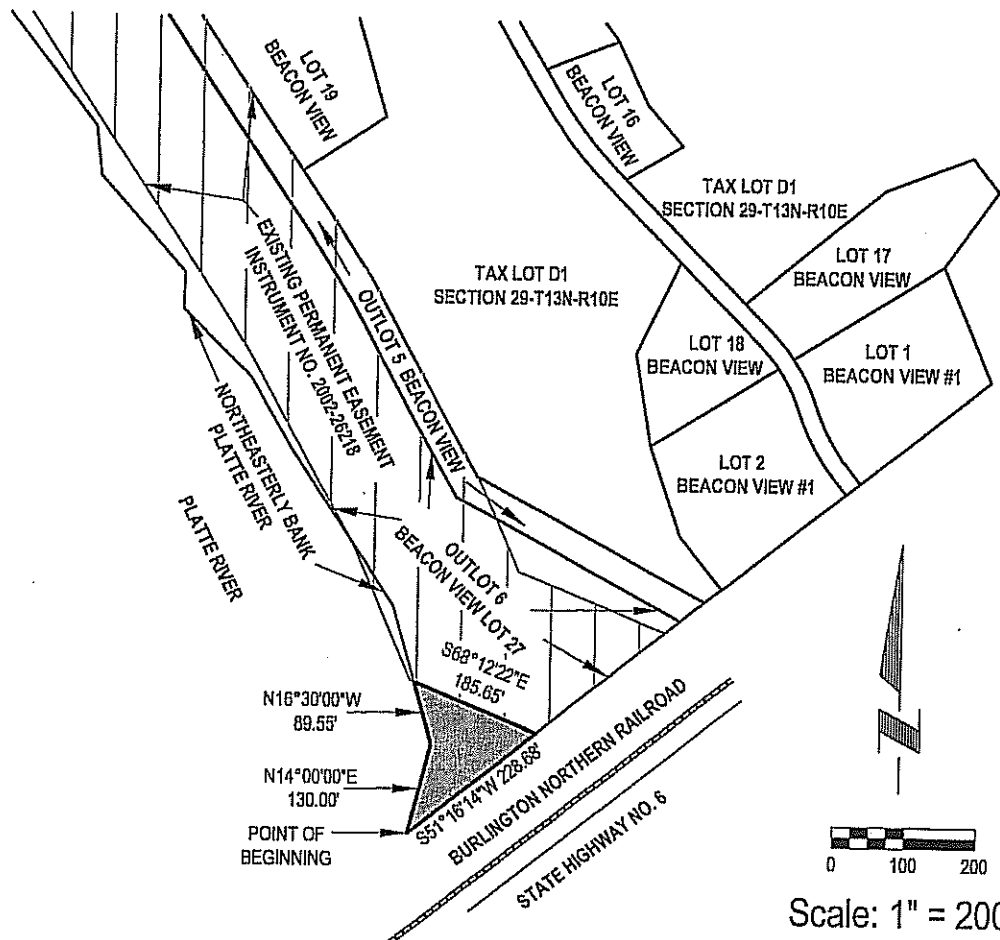
Notary Public

LEGAL DESCRIPTION
PERMANENT EASEMENT

A PERMANENT EASEMENT LOCATED IN OUTLOT 6, BEACON VIEW LOT 27, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 6, BEACON VIEW LOT 27, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT ALSO BEING ON THE NORTHEASTERLY BANK OF THE PLATTE RIVER; THENCE N14°00'00"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID OUTLOT 6, BEACON VIEW LOT 27, SAID LINE ALSO BEING SAID NORTHEASTERLY BANK OF THE PLATTE RIVER, A DISTANCE OF 130.00 FEET; THENCE N16°30'00"W ALONG SAID WESTERLY LINE OF OUTLOT 6, BEACON VIEW LOT 27, SAID LINE ALSO BEING SAID NORTHEASTERLY BANK OF THE PLATTE RIVER, A DISTANCE OF 89.55 FEET; THENCE S68°12'22"E, A DISTANCE OF 185.65 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID OUTLOT 6, BEACON VIEW LOT 27, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S51°16'14"W ALONG SAID SOUTHERLY LINE OF OUTLOT 6, BEACON VIEW LOT 27, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, A DISTANCE OF 228.68 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS AN AREA OF 15,525 SQUARE FEET OR 0.356 ACRES, MORE OR LESS.



"PERMANENT EASEMENT" - SARPY COUNTY

	NEW R.O.W. ACQUISITION	X,XXX S.F.
	PERMANENT EASEMENT	15,525 S.F.
	TEMPORARY EASEMENT	X,XXX S.F.
	NEW R.O.W.	
	EXISTING R.O.W.	

TRACT NO. _____
EXHIBIT NO. _____
PROJECT NO. _____
DATE: _____

OWNER:
Name BEACON VIEW INC.
Address 17002 SOUTH 255TH STREET
City GRETN, NEBRASKA 68028-0000

Exhibit "A"

LEAD AGENCY: WESTERN SARPY COUNTY
DRAINAGE DISTRICT
SARPY COUNTY

FILED SARPY CO. NE.
INSTRUMENT NUMBER

~~2002~~ 26217

2002 JUL 15 A 11:26 3

Glenn J. Lewis
REGISTER OF DEEDS

Counter *RLH*
Verify *RLH*
D.E. *RLH*
Proof *RLH*
Fee \$ 125.50
Ck ☒ Cash ☐ Chg ☐
1422

PROJECT COOPERATION AGREEMENT
BETWEEN
BEACON VIEW, INC.
AND
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
FOR
WESTERN SARPY/CLEAR CREEK FLOOD REDUCTION PROJECT

THIS AGREEMENT (hereinafter referred to as "THIS AGREEMENT") is made by and between **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "the NRD") and **BEACON VIEW, INC.**, a Nebraska non-profit corporation (hereinafter referred to as "**BEACON VIEW**").

WHEREAS, **BEACON VIEW** is the owner of the certain parcels of land designated as Lot Nos. 14, 16, 17, 18 and 20 in the Declaration and Agreement of Restrictive Covenants dated March 20, 1988, filed with the Register of Deeds of Sarpy County, Nebraska, on March 12, 1990, as Instrument No. 90-03154 (such parcels hereinafter being referred to collectively as "**the OLD LOTS**"), said lots consisting of informally-subdivided portions of a larger parcel of land owned by **BEACON VIEW**, described as follows, to-wit:

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 collectively as **BEACON VIEW'S PROPERTY**); and,

WHEREAS, the NRD intends to sponsor the construction by the United States Army Corps of Engineers of the Western Sarpy/Clear Creek Flood Reduction Project (hereinafter referred to as "**the PROJECT**"), including flood protection levee(s) (hereinafter referred to as "**the PROJECT LEVEE**") located in part on the OLD LOTS.

WHEREAS, construction of the PROJECT will necessitate the NRD's removal of the existing dwelling structures now located on the OLD LOTS, so that the NRD can permanently use and occupy the OLD LOTS and other portions of BEACON VIEW'S PROPERTY as rights-of-way for the PROJECT LEVEE; and,

WHEREAS, the NRD and BEACON VIEW wish to enter into an overall agreement providing for the consideration BEACON VIEW shall receive in return for the acquisitions from it by the NRD for the PROJECT LEVEE.

WHEREAS, the NRD is willing to provide for the platting of five additional lots (hereinafter referred to as "**the NEW LOTS**") on BEACON VIEW'S PROPERTY, to substitute for the OLD LOTS and to pay to BEACON VIEW the monetary and in kind compensation as provided for herein,

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NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

1. CONSULTANT. The NRD shall retain a professional engineer (hereinafter referred to as "the **CONSULTANT**") who shall perform duties relating to the NEW LOTS and otherwise as hereinafter described as directed by the NRD and at the NRD's sole cost and expense, without reimbursement by BEACON VIEW.
2. PRODUCTION OF PROPOSED PLAT. The CONSULTANT shall perform site investigations, surveying and other engineering work necessary to produce a proposed plat (hereinafter referred to as "the **PROPOSED PLAT**") of a portion of BEACON VIEW'S PROPERTY to reflect the addition of the NEW LOTS.
3. APPROVAL OF PROPOSED PLAT. After the PROPOSED PLAT has been completed by the CONSULTANT, the NRD shall furnish a copy of the same to BEACON VIEW for its written approval, which approval shall not be unreasonably withheld or delayed by BEACON VIEW.
4. EXECUTION OF SUBDIVISION APPLICATIONS. Upon approval of the PROPOSED PLAT by BEACON VIEW, the NRD shall prepare and furnish to BEACON VIEW applications for execution by BEACON VIEW for Sarpy County subdivision approval for the PROPOSED PLAT, which executions shall not be unreasonably withheld or delayed by BEACON VIEW.
5. FILING OF PLAT AND APPLICATIONS. Upon the NRD's receipt of BEACON VIEW'S written approval of the PROPOSED PLAT and subdivision applications executed by BEACON VIEW, the CONSULTANT shall file such plat and applications with those officials of Sarpy County, Nebraska, who are authorized to receive and act upon the same, and the CONSULTANT shall appear before such officials in support of approval for the PROPOSED PLAT. Any filing fees relating to such PROPOSED PLAT and subdivision applications shall be paid for by NRD.
6. ACQUISITION OF LESSEES' INTERESTS. The NRD shall have the sole responsibility to acquire, at NRD expense and without reimbursement by BEACON VIEW, the interests of the existing lessees of the OLD LOTS who will be displaced; and, the NRD shall have the sole responsibility to pay, at NRD expense and without reimbursement by BEACON VIEW, any relocation benefits to which such lessees may be entitled as a result of such displacement from the OLD LOTS.
7. EXCHANGE OF EASEMENTS. At a closing held (a) 15 days after county subdivision approval for the PROPOSED PLAT, (b) 15 days after the NRD has acquired the interests of all of the lessees of the OLD LOTS, (c) 15 days after the exchange of tracts provided by paragraph 8 of THIS AGREEMENT, or (d) on the day for closing computed under paragraph 14 of THIS AGREEMENT, whichever

day shall be later (hereinafter referred to as "**the CLOSING**"), and without additional consideration, (a) BEACON VIEW shall execute and deliver to the NRD a permanent levee and access easement (hereinafter referred to as "**the LEVEE EASEMENT**") in the form as attached hereto as Exhibit "A" and incorporated herein by reference, over those portions of BEACON VIEW'S PROPERTY which are described in the LEVEE EASEMENT (hereinafter referred to as "**the PERMANENT EASEMENT AREA**"); (b) BEACON VIEW shall execute and deliver to the NRD temporary construction and access easements (hereinafter referred to as "**the TEMPORARY EASEMENTS**") in the form as attached hereto as Exhibit "B" and incorporated herein by reference, over those portions of BEACON VIEW'S PROPERTY which are described in the TEMPORARY EASEMENTS (hereinafter referred to as "**the TEMPORARY EASEMENT AREA**"); and (c) the NRD shall execute and deliver to BEACON VIEW a written release of the easements granted to the NRD by BEACON VIEW by the instrument entitled "Easements – Western Sarpy County Drainage District," recorded with the Register of Deeds of Sarpy County, Nebraska, as Document No. 98-004966. The LEVEE EASEMENT and the TEMPORARY EASEMENTS are referred to collectively hereinafter as "**the EASEMENTS**."

8. EXCHANGE OF TRACTS. Prior to the CLOSING (a) BEACON VIEW shall execute and deliver to the grantees named therein a deed in the form as attached hereto as Exhibit "C" and incorporated herein by reference, conveying to the grantees named therein 1.13 acres of BEACON VIEW'S PROPERTY; and (b) the grantees named in Exhibit "C" shall execute and deliver to BEACON VIEW a deed in the form as attached hereto as Exhibit "D" and incorporated herein by reference, conveying to BEACON VIEW 1.05 acres of real property that are described in such Exhibit "D." The NRD agrees to reimburse BEACON VIEW for the first Five Thousand Dollars (\$5,000.00) of consideration paid by BEACON VIEW for the deed in the form as attached hereto as Exhibit "D," plus any filing fees and reasonable title insurance expenses incurred by BEACON VIEW in connection with such exchange.
9. USE OF NEW LOTS BY DISPLACED LESSEES. BEACON VIEW shall offer to lease the NEW LOTS to those displaced lessees of OLD LOTS who desire to build replacement dwellings on NEW LOTS, the respective offered leases to contain the same or equivalent terms and conditions, and to be for at least the same remaining term, as provided by the respective existing OLD LOTS leases between BEACON VIEW and such lessees(s). The parties agree that the use of the NEW LOTS shall be in compliance with Sarpy County zoning and building regulations.
10. RESTRICTIONS ON NEW LOTS. At the CLOSING, BEACON VIEW agrees to execute and deliver to the NRD recordable instrument(s) in a form approved by the NRD, which approval shall not be withheld or delayed unreasonably, containing and implementing restrictive covenants providing that not more than thirty (30) dwellings shall be permitted on BEACON VIEW'S PROPERTY. The

existing maintenance equipment shed is not considered one of the "dwellings" for purposes of this restriction.

11. MONETARY COMPENSATION. At the CLOSING the NRD shall pay BEACON VIEW the sum of Seventy-Five Thousand Dollars (\$75,000.00) as consideration for the EASEMENTS.
12. PAYMENT. The aforesaid cash payment shall be paid by the NRD to BEACON VIEW at the time of the CLOSING via the NRD's bank check.
13. GRANTS. The EASEMENTS shall be granted by BEACON VIEW to the NRD free and clear of all leases, mortgages, taxes and other liens and encumbrances, except easements and protective covenants now of record (all such excepted items hereinafter being referred to collectively as "the **PERMITTED EXCEPTIONS**").
14. TITLE INSURANCE. Within 30 days after the date of THIS AGREEMENT, the NRD shall purchase at its own expense and deliver to BEACON VIEW a commitment for a title insurance policy for the EASEMENTS.

a. Such commitment shall be issued by an authorized company in the amount of the purchase price and shall show marketable fee simple title to the PERMANENT EASEMENT AREA and TEMPORARY EASEMENT AREA to be vested in BEACON VIEW, subject only to the PERMITTED EXCEPTIONS and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of closing and which BEACON VIEW may so remove at that time by using a portion of the purchase price to be paid at closing, including deposit of same for BEACON VIEW's account with the title insurer pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.

b. If the aforesaid commitment discloses any exceptions to title other than the PERMITTED EXCEPTIONS (hereinafter referred to as "the NONPERMITTED EXCEPTIONS"), BEACON VIEW shall have 30 days from the date of delivery of the commitment to BEACON VIEW to have the NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at BEACON VIEW's expense, to have the title insurer commit to insure against loss or damage that may be occasioned by such NONPERMITTED EXCEPTIONS, and in such event, the time of the CLOSING shall be the day following the date of such removal of exceptions or commitment to insure, or the date for the CLOSING as provided by this AGREEMENT, whichever is later in time.

c. If BEACON VIEW fails to have the NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the commitment for title insurance specified above as to such NONPERMITTED EXCEPTIONS within the specified time, the NRD may, at the NRD's election, terminate this AGREEMENT or take

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the EASEMENTS as title then is, in either case by giving BEACON VIEW written notice of NRD's election and, in the latter case, by tendering performance on the NRD's part. If the NRD fails to give notice of such election within ten days after the expiration of the aforesaid 30 days, then the NRD shall be deemed to have elected to take the EASEMENTS as title then is, and this transaction shall close in accordance with the preceding provisions hereof. If the NRD shall give notice of the NRD's election to terminate this AGREEMENT, as aforesaid, within the time provided, then this AGREEMENT shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

15. ADDITIONAL UNDERTAKINGS BY NRD. NRD hereby agrees to the following additional undertakings:

a. Access. The NRD agrees that its construction work shall not prevent any BEACON VIEW members from accessing their cabins/residences by automobile for more than 72 consecutive hours in any 15-day period during the period of construction of the PROJECT LEVEE.

b. Ramps. The NRD agrees to construct ramps enabling vehicular passage (i) from the road on the PROJECT LEVEE to the location known to the parties as Deer Park and (ii) at the North River Access Road.

c. Reconstruction of Driveways. The NRD agrees to construct ramps enabling vehicular passage from the PROJECT LEVEE to the leased lots of each BEACON VIEW members whose present driveway is lower than the top of the PROJECT LEVEE, and agrees to resurface each such driveway (including horseshoe-configured driveways) damaged by such construction work. Such construction shall be performed in such manner as to not deny automobile access to any such lot for more than 72 consecutive hours in any 15-day period during the period of construction of the PROJECT LEVEE.

d. Deadline for Substantial Completion. In the event of failure of the NRD to substantially complete original construction of the portion of the PROJECT improvements intended for the PERMANENT EASEMENT AREA within 365 calendar days after the commencement of construction of such portion, the NRD agrees to pay to BEACON VIEW, within fifty (50) days of demand, liquidated damages at the rate of \$100 for each day substantial completion is delayed beyond such 365 calendar day period and until the day such substantial completion is achieved. The terms "substantially complete" and "substantial completion" shall denote that original construction of the original PROJECT improvements within the PERMANENT EASEMENT AREA is substantially complete in accordance with the contract for construction of such improvements.

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e. Ingress and Egress. Ingress and egress by the NRD and its contractors during construction shall be accomplished solely from the Northerly boundary of the BEACON VIEW PROPERTY.

f. Miscellaneous. Notwithstanding any provisions of the EASEMENTS to the contrary, the NRD agrees:

i. In constructing the PROJECT LEVEE the NRD shall not in any fashion disturb the "reserved" area depicted in the drawing attached hereto as Exhibit "E" and incorporated herein by reference, except as may be unavoidable or necessary during driveway reconstruction.

ii. The NRD shall perform only that tree cutting in the PERMANENT EASEMENT AREA that is necessary for construction, operation, maintenance or repair of the PROJECT LEVEE.

iii. No fill for the PROJECT shall be borrowed from the portion of the BEACON VIEW PROPERTY outside the PERMANENT EASEMENT AREA.

g. Bar Gate. As a part of the PROJECT, to discourage trespassing, the NRD shall construct, operate and maintain a bar gate at the North end of the portion of the PROJECT LEVEE located on BEACON VIEW'S PROPERTY.

h. Prior to the CLOSING, the NRD shall place flags and set iron pins at all corners of the PERMANENT EASEMENT AREA.

i. Road Grade Raise. Conditional upon receipt by the NRD of necessary rights-of-way from BNSF Railroad and BEACON VIEW, which BEACON VIEW agrees to provide, the NRD at its sole expense shall raise the grade of the portion of BEACON VIEW'S entrance roadway that runs westerly from Ridgeway Road to the PROJECT LEVEE, to make the elevation of such portion of such entrance roadway approximate the elevation of the top of the PROJECT LEVEE; and the NRD may add fill to regularize the grade of the remaining portion of the entrance roadway, between the entrance gate and Ridgeway Road, insofar as that can be done with a minimal clearing of trees.

j. Ridgeway Road. Prior to exercising the TEMPORARY EASEMENTS, the NRD shall place a two-inch (2") layer of rock on Ridgeway Road. During construction of the PROJECT the NRD shall keep in good condition and repair the roads within BEACON VIEW'S PROPERTY which it uses; and, prior to completion of the NRD's use of the roads within BEACON VIEW'S PROPERTY, the NRD shall place another two-inch (2") layer of rock on Ridgeway Road.

k. Future Design Changes. As long as any portion of BEACON VIEW'S PROPERTY is used for human habitation, the NRD shall submit for approval of BEACON VIEW all plans for substantial changes in the as-built design of the

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PROJECT improvements within the PERMANENT EASEMENT AREA, such approval(s) to not be withheld or delayed unreasonably.

16. PROHIBITION AGAINST PUBLIC USE. The NRD's acquisition of the LEVEE EASEMENT, the TEMPORARY EASEMENTS and the interests of the lessees in the OLD LOTS shall not be construed as entitling the NRD to permit the public use of any portion of BEACON VIEW'S PROPERTY for trail or other recreational purpose, or for public road purposes, or for any other purpose other than the construction, operation, maintenance and repair of the PROJECT LEVEE. Nothing shall prohibit BEACON VIEW from using BEACON VIEW'S PROPERTY for uses that are not inconsistent with the rights granted by the LEVEE EASEMENT and the TEMPORARY EASEMENTS.

17. LEVEE OPERATION, MAINTENANCE AND REPAIR. BEACON VIEW shall not have responsibility for operation, maintenance or repair of the PROJECT LEVEE in the LEVEE EASEMENT AREA, which shall be performed by the NRD at such time and in such manner as the NRD in its sole discretion determines necessary.

18. ROADWAY ON LEVEE. The NRD at its sole expense shall construct the road to be located on the PROJECT LEVEE on BEACON'S VIEW PROPERTY, all as depicted in the attached Exhibit "E," which road shall be constructed by NRD in accordance with generally accepted engineering standards and the specifications described on said Exhibit "E". Such road shall serve as a part of BEACON VIEW'S road system and shall also provide access to the NRD for its ongoing inspection and maintenance of the portion of the PROJECT LEVEE located on BEACON VIEW'S PROPERTY. After PROJECT construction, BEACON VIEW shall keep such road on the PROJECT LEVEE in good order and repair at its own cost and expense; provided however, repairs to such road necessitated by settlements, washouts, or structural failure of any part of the PROJECT LEVEE during flooding events, shall be made by the NRD within a reasonable time and at NRD's sole cost and expense. The NRD may add rock to such road at any time the NRD determines advisable.

19. BINDING NOTWITHSTANDING EASEMENTS AND BINDING UPON SUCCESSORS TO NRD. All representations, warranties, covenants and undertakings of NRD shall survive the delivery of the easements described herein. To the extent that there is any inconsistency between the language contained in the EASEMENTS and the language of THIS AGREEMENT, the language of THIS AGREEMENT shall be considered binding upon the parties. All representations, warranties, covenants and undertakings of NRD herein shall be binding upon any successor to NRD's interest as easement holder and provided further that such assignment of easement may only be made by NRD to a governmental agency charged with flood control responsibilities.

20. EFFECTIVE DATE. THIS AGREEMENT shall be effective upon execution by the parties.

Executed by the NRD on this 13th day of June, 2002.


2002-16271-1-1

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By 
STEVEN G. OLTMANS
General Manager

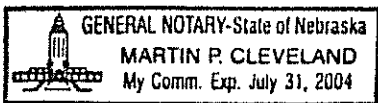
Executed by BEACON VIEW on this 3 day of JUNE, 2002.


BEACON VIEW, INC.

By 
ROBERT W. SCHNAIDT
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

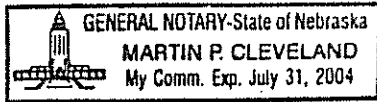
The foregoing instrument was acknowledged before me on this 3rd day of June, 2002, by Steven G. Oltmans, General Manager of the Papio-Missouri River Natural Resources District, on behalf of the District.

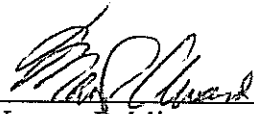



Notary Public

STATE OF NEBRASKA)
COUNTY OF Sarpy) ss.

The foregoing instrument was acknowledged before me on this 3rd day of June, 2002, by Robert W. Schnaidt, Chairman of the Board of Directors of Beacon View, Inc., on behalf of the corporation.





Notary Public

EXHIBIT "A"

2002-26217 J

REGISTER OF DEEDS USE

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 JULY 9, 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,

2002-26217 M

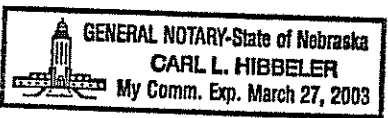
and which additional terms continue after and survive the delivery of this easement.

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. Hibbler
Notary Public

2002-26217N

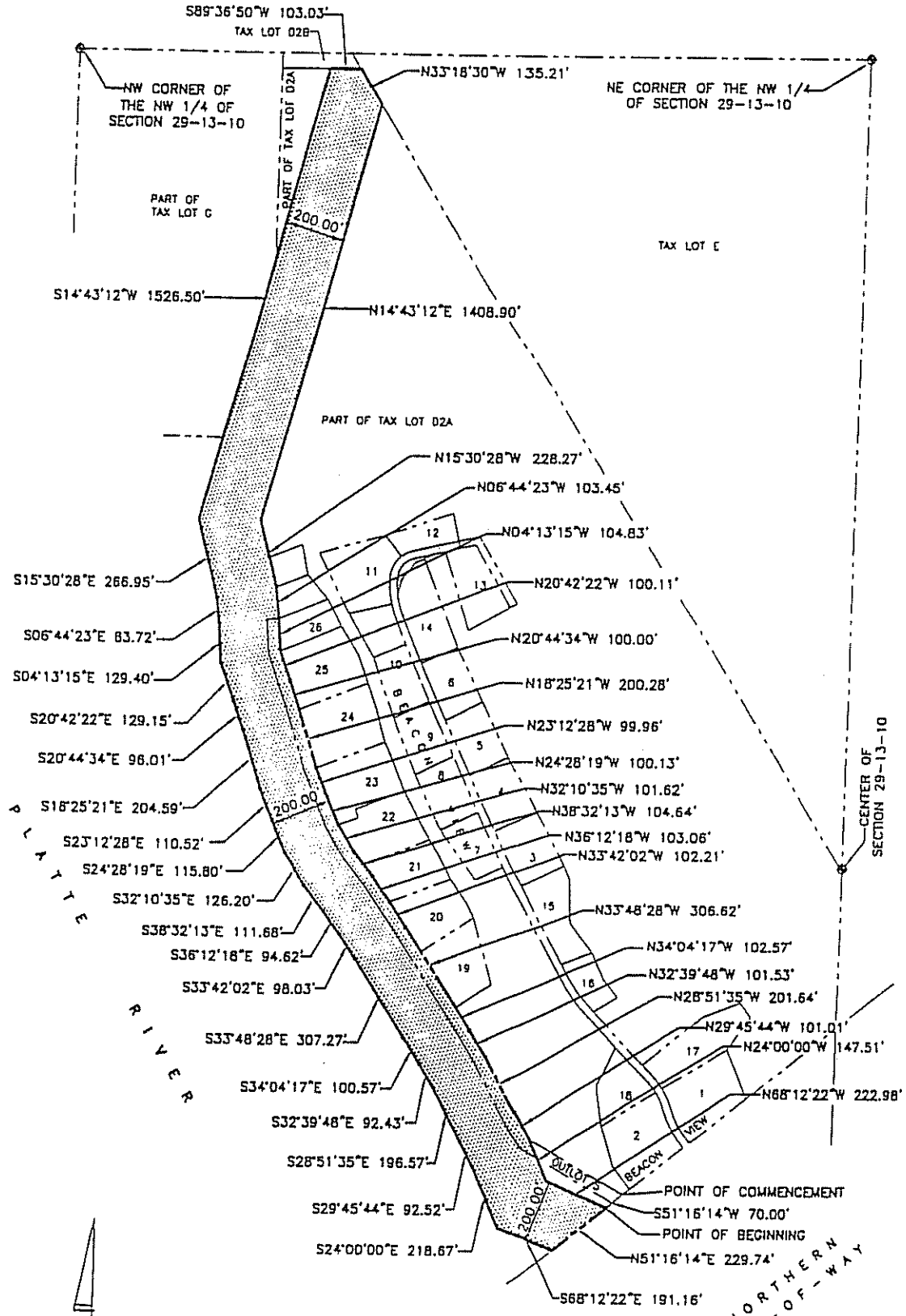


Exhibit "1"

SCALE: 1" = 400'

SHEET 1 OF 2

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

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

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

2002-7041 (C)

LEGAL DESCRIPTION

PART OF THE WEST 1/2 OF SECTION 29, T13N, R10E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, TOGETHER WITH PART OF OUTLOT 5, BEACON VIEW, A SUBDIVISION IN SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST EASTERLY CORNER OF SAID OUTLOT 5;
THENCE S51°16'14"W (ASSUMED BEARING) 70.00 FEET ON THE NORTHWESTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING;
THENCE N68°12'22"W 222.98 FEET;
THENCE N24°00'00"W 147.51 FEET TO THE NORTHEASTERLY LINE OF SAID OUTLOT 5;
THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF SAID OUTLOT 5 ON THE FOLLOWING DESCRIBED 15 COURSES:
THENCE N29°45'44"W 101.01 FEET;
THENCE N28°51'35"W 201.64 FEET;
THENCE N32°39'48"W 101.53 FEET;
THENCE N34°04'17"W 102.57 FEET;
THENCE N33°48'28"W 306.62 FEET;
THENCE N33°42'02"W 102.21 FEET;
THENCE N36°12'18"W 103.06 FEET;
THENCE N38°32'13"W 104.64 FEET;
THENCE N32°10'35"W 101.62 FEET;
THENCE N24°28'19"W 100.13 FEET;
THENCE N23°12'28"W 99.96 FEET;
THENCE N18°25'21"W 200.28 FEET;
THENCE N20°44'34"W 100.00 FEET;
THENCE N20°42'22"W 100.11 FEET;
THENCE N04°13'15"W 104.83 FEET TO THE MOST NORTHERLY LINE OF SAID OUTLOT 5;
THENCE N06°44'23"W 103.45 FEET;
THENCE N15°30'28"W 228.27 FEET;
THENCE N14°43'12"E 1408.90 FEET TO THE NORTHEASTERLY LINE OF TAX LOT D2A IN THE WEST 1/2 OF SAID SECTION 29;
THENCE N33°18'30"W 135.21 FEET ON THE NORTHEASTERLY LINE OF SAID TAX LOT D2A TO THE SE CORNER OF TAX LOT D2B IN THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 29;
THENCE S89°36'50"W 103.03 FEET ON THE SOUTHERLY LINE OF SAID TAX LOT D2B TO A POINT 161.07 FEET FROM THE SW CORNER OF SAID TAX LOT D2B;
THENCE S14°43'12"W 1526.50 FEET;
THENCE S15°30'28"E 266.95 FEET;
THENCE S06°44'23"E 83.72 FEET;
THENCE SOUTHEASTERLY ON A LINE 200.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID OUTLOT 5 ON THE FOLLOWING DESCRIBED 15 COURSES:
THENCE S04°13'15"E 129.40 FEET;
THENCE S20°42'22"E 129.15 FEET;
THENCE S20°44'34"E 96.01 FEET;
THENCE S18°25'21"E 204.59 FEET;
THENCE S23°12'28"E 110.52 FEET;
THENCE S24°28'19"E 115.80 FEET;
THENCE S32°10'35"E 126.20 FEET;
THENCE S38°32'13"E 111.68 FEET;
THENCE S36°12'18"E 94.62 FEET;
THENCE S33°42'02"E 98.03 FEET;
THENCE S33°48'28"E 307.27 FEET;
THENCE S34°04'17"E 100.57 FEET;
THENCE S32°39'48"E 92.43 FEET;
THENCE S28°51'35"E 196.57 FEET;
THENCE S29°45'44"E 92.52 FEET;
THENCE S24°00'00"E 218.67 FEET;
THENCE S68°12'22"E 191.16 FEET TO THE NORTHWESTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY;
THENCE N51°16'14"E 229.74 FEET ON THE NORTHWESTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

CONTAINING 19.27 ACRES MORE OR LESS.

Exhibit "1"

SHEET 2 OF 2

REGISTER OF DEEDS USE

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

JUL 20 11

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 Saryp/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

2002-26217K

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.

BEACON VIEW, INC.

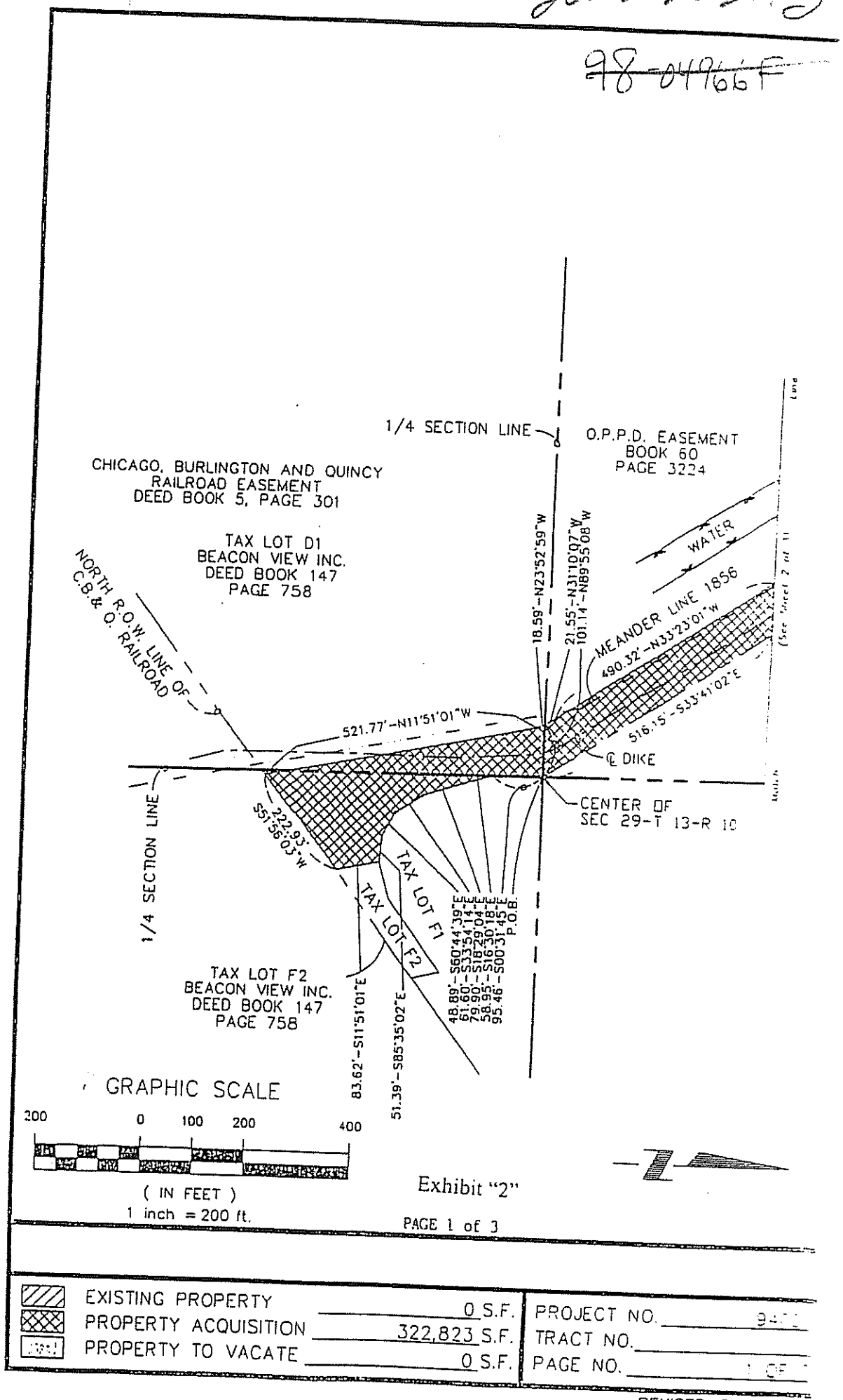
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

 GENERAL NOTARY-State of Nebraska
CARL L. HIBBELER
My Comm. Exp. March 27, 2003

Carl L. Wetcheles
Notary Public

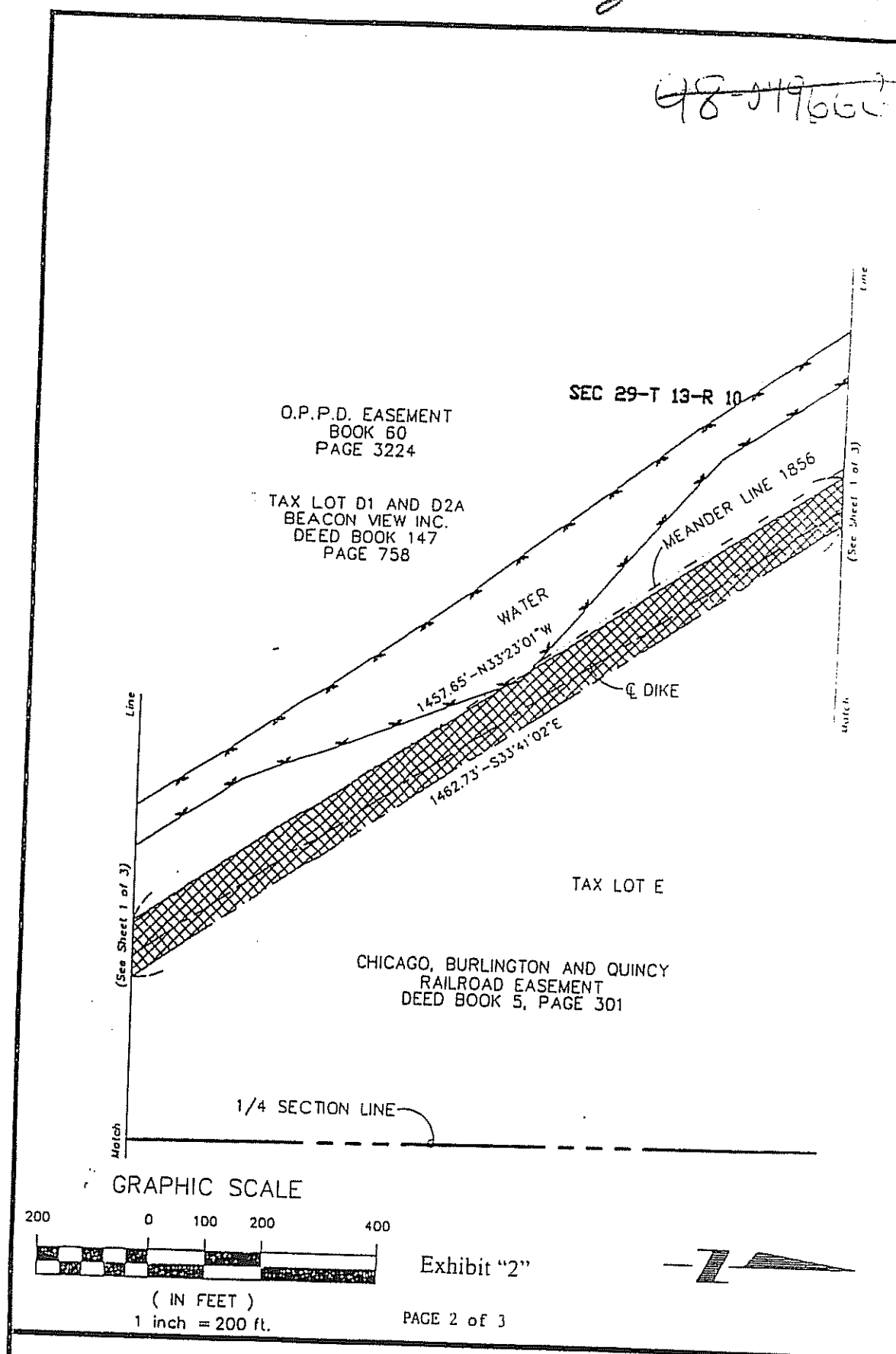
2002-262175

98-04966F



2002-26277

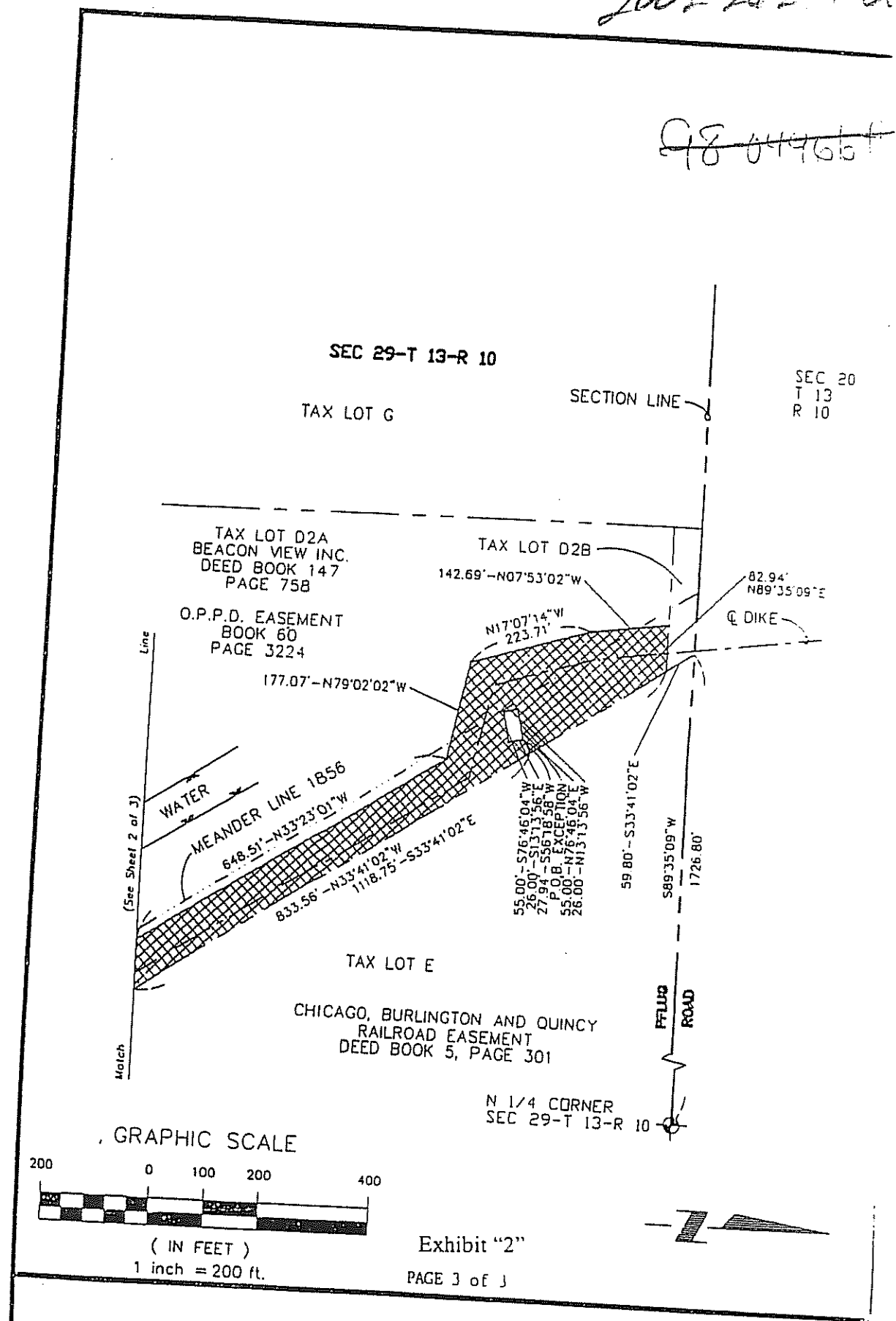
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




	EXISTING PROPERTY (See Sht 1 of 3) S.F.	PROJECT NO. 9407
	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

2002-26217 U

98-04966+



	EXISTING PROPERTY (See Sht 1 of 3) S.F.	PROJECT NO. 94000
	PROPERTY ACQUISITION (See Sht 1 of 3) S.F.	TRACT NO.
	PROPERTY TO VACATE (See Sht 1 of 3) S.F.	PAGE NO. 3 OF 3

2002-26217 ✓

CORPORATION WARRANTY DEED

Beacon View, Inc., a Nebraska corporation, GRANTOR, in consideration of Two Dollars and other consideration received from GRANTEE, Robert L. Bundy, Trustee of the Robert L. Bundy Real Estate Limited Partnership, does hereby convey to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

That part of Tax Lot D2A in the West ¼ of Section 29, T13N, R10E of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the SW Corner of Tax Lot D2B in the NW ¼ of the NW ¼ of said Section 29; thence N89°36'50"E (assumed bearing) 161.07 Feet on the Southerly Line of said Tax Lot D2B; thence S 14°43'12"W 632.63 Feet to the Easterly Line of Tax Lot G in the NW ¼ of the NW ¼ of said Section 29; thence N00°01'47"W 610.78 Feet on the Easterly Line of said Tax Lot G to the point of beginning, containing 1.13 acres more or less.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed on June 29, 2002.

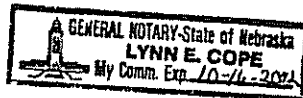
Beacon View, Inc., Grantor

William D. Hayes
William D. Hayes, President

STATE OF NEBRASKA

COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me on June 29, 2002 by William D. Hayes, President of Grantor, Beacon View, Inc.



Lynn E. Cope
Notary Public
My commission expires 10-16-2002

Ellick, Jones, Buelt, Blazek & Longo
8805 Indian Hills Drive, Suite 280
Omaha, Nebraska 68114-4070

LIMITED PARTNERSHIP WARRANTY DEED

The Robert L. Bundy Real Estate Limited Partnership, a Nebraska limited partnership, GRANTOR, in consideration of Two Dollars and other consideration received from GRANTEE, Beacon View, Inc., a Nebraska corporation, does hereby convey to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

That part of Tax Lot G in the NW 1/4 of the NW 1/4 of Section 29, T13N, R10E of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the SE Corner of said Tax Lot G; thence N 89°57'03"W (assumed bearing) 155.06 Feet on the Southerly Line of said Tax Lot G; thence N 14°43'12"E 609.03 Feet to the Easterly Line of said Tax Lot G; thence S 00°01'47"E 589.17 Feet on the Easterly Line of said Tax Lot G to the point of beginning, containing 1.05 acres more or less.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

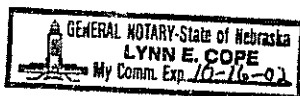
Executed on June 29, 2002.

Robert L. Bundy Real Estate Limited Partnership, Grantor

Robert L. Bundy
Robert L. Bundy, Trustee

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

The foregoing instrument was acknowledged before me on June 29, 2002 by Robert L. Bundy, Trustee of the Robert L. Bundy Real Estate Limited Partnership.

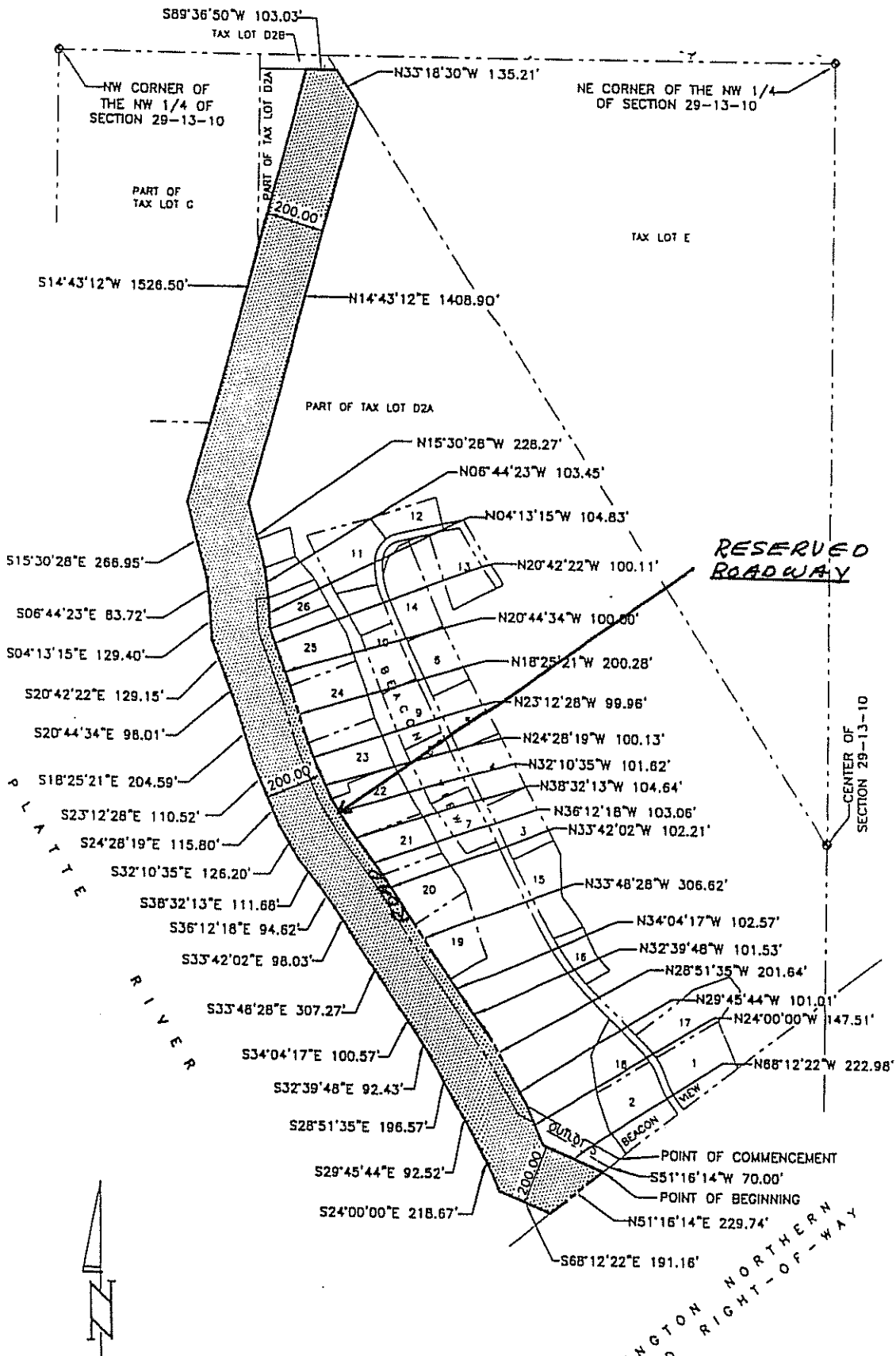


Lynn E. Cope
Notary Public
My commission expires 10-16-2002

Ellick, Jones, Buelt, Blazek & Longo
8805 Indian Hills Drive, Suite 280
Omaha, Nebraska 68114-4070

EXHIBIT "E"

2002-2621 X



SCALE: 1" = 400'

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

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

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

7.1c : 548 / WCCC

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2008 31752

BeaconView

2008 NOV 25 A 10:34

Gloria J. Young

REGISTER OF DEEDS

DEC -1 2008

REGISTER OF DEEDS USE

COUNTER ah C.E. ah

LIBRY LM D.E. LM

BOOK P

PAGE 15.50

THE PNR CASH

REFUND CREDIT

SHORT NCR

PERMANENT EASEMENT

For good and valuable consideration, the receipt of which is acknowledged, BEACON VIEW, INC., a Nebraska corporation ("GRANTOR"), for itself and for its successors and assigns, hereby grants to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("GRANTEE"), and its successors and assigns, including the United States Army Corps of Engineers ("the CORPS"), a permanent easement ("THIS EASEMENT"), running with the land, in, on, under, over and across that portion of BEACON VIEW, a subdivision, as surveyed platted and recorded in Sarpy County, Nebraska, described/depicted in the legal description/diagram attached hereto as Exhibit "A" and incorporated herein by reference ("the EASEMENT AREA").

Pursuant to THIS EASEMENT:

1. The GRANTEE is granted the permanent, full, and free right, liberty and authority to enter the EASEMENT AREA and therein construct, operate, maintain, patrol, repair, and reconstruct French drains, conduits and outlets therefrom and other appurtenances thereto ("the IMPROVEMENTS") associated with or appurtenant to the CORPS' and GRANTEE'S Western Sarpy/Clear Creek flood protection levee.

2. There is reserved to GRANTOR, and its successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in any manner and for any purpose not inconsistent with the full use by GRANTEE, and its successors and assigns, of the rights hereinabove granted; provided, however, no other structures shall be erected, nor shall any other excavation, filling or boring be performed or permitted in the EASEMENT AREA without the prior written consent of GRANTEE, or its successors or assigns.

3. GRANTOR shall not be responsible for operation or maintenance of the IMPROVEMENTS or their appurtenances.

4. The recited consideration constitutes payment in full for all damages sustained by GRANTOR by reason of the exercise of any of the rights herein granted or implied.

5. GRANTOR covenants that it owns the EASEMENT AREA and has the right to grant THIS EASEMENT over the same; and, that GRANTOR will warrant and defend GRANTEE'S title to THIS EASEMENT against the lawful claims and demands of all persons whomsoever.

6. THIS EASEMENT runs with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their heirs, successors and assigns.

7. This document shall not be construed to pass to GRANTEE any fee simple interest or title.

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.

DATED this 20 day of NOVEMBER 2008.

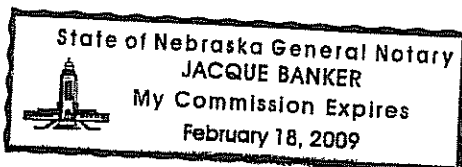
BEACON VIEW, INC.

By Robert W. Schmidt
Title Chairman

State of Nebraska)
) ss.
County of Douglas)

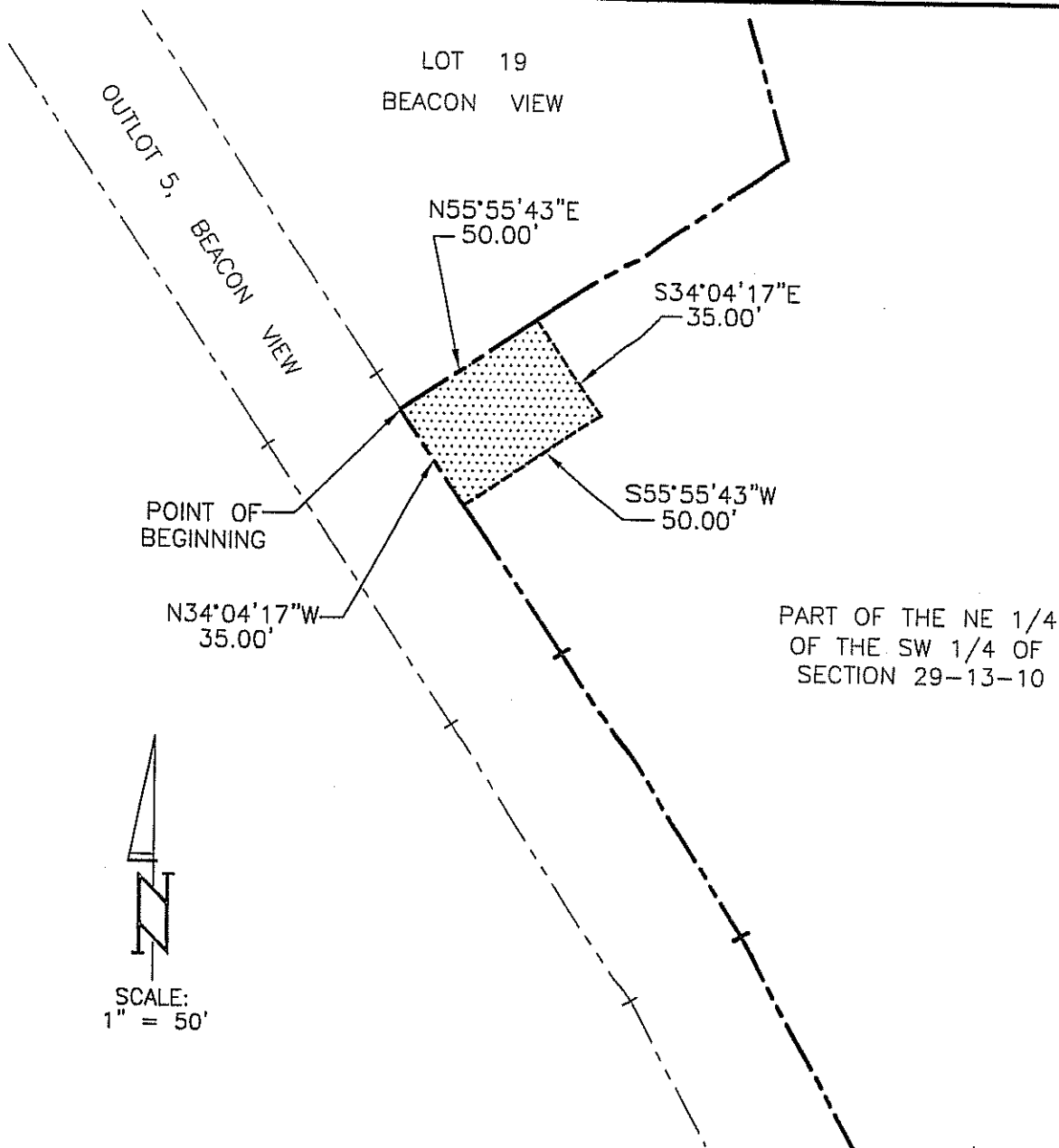
On this 20th day of November, 2008, before me, a Notary Public, came Robert Schnaidt, _____ of BEACON VIEW, INC., a Nebraska non-profit corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed as such officer of the corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Jacqueline Bonker
Notary Public

2008-31752 B



LEGAL DESCRIPTION - PERMANENT EASEMENT

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T13N, R10E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 19, BEACON VIEW, A SUBDIVISION IN SAID SARPY COUNTY;
 THENCE N55°55'43"E (ASSUMED BEARING) 50.00 FEET ON THE SOUTHEAST LINE OF SAID LOT 19;
 THENCE S34°04'17"E 35.00 FEET ON A LINE 50.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF OUTLOT 5, SAID BEACON VIEW;
 THENCE S55°55'43"W 50.00 FEET ON A LINE 35.00 FEET SOUTHEAST OF AND PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 19 TO THE NORTHEAST LINE OF SAID OUTLOT 5;
 THENCE N34°04'17"W 35.00 FEET ON THE NORTHEAST LINE OF SAID OUTLOT 5 TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS

1202106EX1.dwg

TD² THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT "A"

TD2 NO. 1202-106

DATE	10/30/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration, receipt of which is acknowledged, BEACON VIEW, INC., a Nebraska corporation ("GRANTOR"), for itself and for its successors and assigns, hereby grants to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("GRANTEE"), and its successors and assigns, including the United States Army Corps of Engineers ("the CORPS"), a temporary easement ("THIS EASEMENT"), running with the land, in, on, under, over and across that portion of BEACON VIEW, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska, that is described/depicted in the legal description/diagram attached hereto as Exhibit "A" and incorporated herein by reference ("the TEMPORARY EASEMENT AREA").

Pursuant to THIS EASEMENT:

1. The GRANTEE is granted the permanent, full, and free right, liberty and authority to enter the TEMPORARY EASEMENT AREA and temporarily use the same for borrow and spoil of earthen materials, equipment staging and maintenance and all other lawful purposes that the GRANTEE finds necessary or convenient in connection with the construction of French drain, conduits and outlets therefrom and other appurtenances thereto ("the IMPROVEMENTS") associated with or appurtenant to the portion of the CORPS' and GRANTEE'S Western Sarpy/Clear Creek flood protection levee project located on GRANTOR'S property in said BEACON VIEW subdivision.
2. Grantee shall make provisions for Grantee's continued usage of Grantor's existing roadway during construction of the IMPROVEMENTS.
3. Insofar as may be feasible without damaging the IMPROVEMENTS, prior to final completion of construction of the IMPROVEMENTS Grantee shall restore top soil on the TEMPORARY EASEMENT AREA and repair any other damages thereto, to the existing roadway and to any other areas of GRANTOR'S property in said BEACON VIEW subdivision, resulting from such construction.
4. The recited consideration constitutes payment in full for all damages sustained by GRANTOR by reason of the exercise of the rights herein granted.
5. GRANTOR covenants that it owns the TEMPORARY EASEMENT AREA and has the right to grant THIS EASEMENT over the same; and, that GRANTOR will warrant and defend GRANTEE'S right to THIS EASEMENT against the lawful claims and demands of all persons whomsoever.
6. THIS EASEMENT runs with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their heirs, successors and assigns.

7. This document shall not be construed to pass to GRANTEE any fee simple interest or title.

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.

THIS EASEMENT shall terminate on the day the construction of the IMPROVEMENTS is finally completed, or on December 31, 2009, whichever day occurs first.

DATED NOVEMBER 20, 2008.

BEACON VIEW, INC.

By Robert W. Schnaidt

Title CHAIRMAN

State of Nebraska)

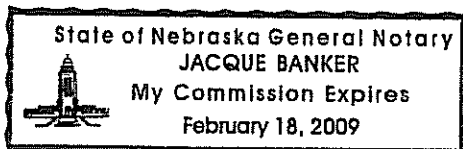
) ss.

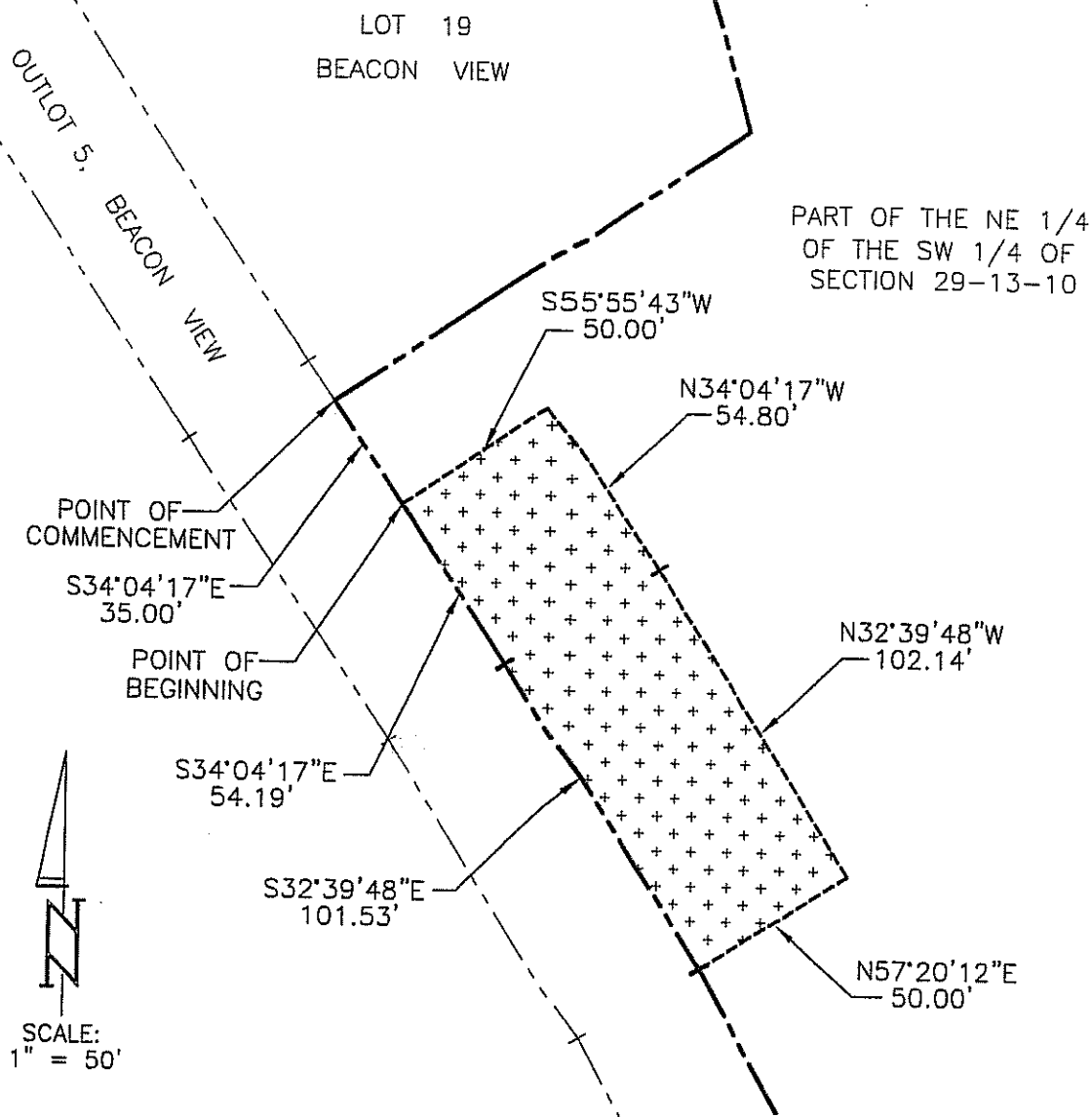
County of Douglas)

On this 20th day of November, 2008, before me, a Notary Public, came Robert Schnaidt, of BEACON VIEW, INC., a Nebraska non-profit corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed as such officer of the corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Jacque Banker
Notary Public





LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T13N, R10E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 19, BEACON VIEW, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE S34°04'17"E (ASSUMED BEARING) 35.00 FEET ON THE NORTHEAST LINE OF OUTLOT 5, SAID BEACON VIEW TO THE POINT OF BEGINNING;

THENCE CONTINUING S34°04'17"E 54.19 FEET ON THE NORTHEAST LINE OF SAID OUTLOT 5;

THENCE S32°39'48"E 101.53 FEET ON THE NORTHEAST LINE OF SAID OUTLOT 5;

THENCE N57°20'12"E 50.00 FEET;

THENCE N32°39'48"W 102.14 FEET A LINE 50.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID OUTLOT 5;

THENCE N34°04'17"W 54.80 FEET ON A LINE 50.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID OUTLOT 5;

THENCE S55°55'43"W 50.00 FEET ON A LINE 35.00 FEET SOUTHEAST OF AND PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 19 TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.

1202106EX2.dwg



THOMPSON, DREESSEN & DÖRNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT "A"

TD2 NO. 1202-106

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