

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-32677
2000 DE 13 AM 9:35
Randy J. DeGeorge
REGISTER OF DEEDS

Counter 32677
VENUE 32677
DIE D
PROD MC
FEE 6.00
OR L OR L OR L OR L OR L
47-5

November 29, 2000

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Brook Valley Business Park, an Addition as surveyed, platted and recorded in Sarpy County, Nebraska, over, upon, along and above the following described property:

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Four (4) and Five (5), all of said Brook Valley Business Park.

Said Plat and Dedication filed for record February 25th, 1993 as Instrument # 93-03601 all in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 29th day of November, 2000.
OMAHA PUBLIC POWER DISTRICT

Michael L. Vodicka
Approved by Engineering
Michael L. Vodicka - Manager
Administrative Services -
Engineering Division

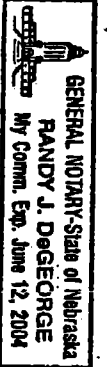
STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 29th day of November, 2000, before me the undersigned, a Notary Public in and for said county personally came Michael L. Vodicka - Manager, Administrative Services Engineering Division, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.

SE# 17-14-12

Randy J. DeGeorge
NOTARY PUBLIC



32677

47-5

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-33749
2000 DE 21 PM 2:19
Donna Smith
REGISTER OF DEEDS

County NE
Verify JD
D.E. D
Proof 5
Fee \$ 6.00
ck Cash Chg 640 ⁵⁰ HTS

Recording information above

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that Qwest Corporation, a Delaware Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

A FIVE FOOT (5') EASEMENT ON EACH SIDE OF THE COMMON LOT LINES, EXCEPTING THE FRONT AND REAR EASEMENTS, BETWEEN LOTS 4 AND 5, BROOK VALLEY BUSINESS PARK A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

SAID FINAL PLAT OF BROOK VALLEY BUSINESS PARK WAS RECORDED FEBRUARY 25, 1993 AS INSTRUMENT NO.93-3601 OF THE SARPY COUNTY, NEBRASKA RECORDS.

The purpose of this document is to release that portion of the easement described above hereby expressly excepting and reserving to the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 12TH day of DEC, 2000

BY: *Charles W. Geneser*
TITLE: DESIGN ENGINEER

STATE OF IOWA)
COUNTY OF POLK) SS:

On this 12TH day of DEC, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Charles W. Geneser, to me personally known, who being by me duly sworn, did say that he/she is the Design Engineer of the corporation executing the within and foregoing instrument on behalf of the corporation by authority of its Board of Directors; and that Charles W. Geneser as Design Engineer acknowledged the execution of the foregoing instrument to be a voluntary act and deed of the corporation, by it and by him/her voluntary executed.

(SEAL)

Donna Smith
Notary Public



USW0-49

33749

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-00195
2001 JA -3 AM 10:37

RELEASE OF EASEMENT

GAUHTER [Signature]
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 6.00
ck Cash Chg

[Signature]
~~REGISTER OF DEEDS~~
~~KNOW ALL MEN BY THESE PRESENTS,~~

that COX COMMUNICATIONS, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the plat and dedication of Brook Valley Business Park, an Addition as surveyed, platted and recorded in Sarpy County Nebraska, over, upon, along and above the following described property:

A strip of land as identified:

As Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Four (4) and Five (5) all of said Brook Valley Business Park.

Said Plat and Dedication filed for record this day, February 25th 1993 as Instrument # 93-03601 in the Deed Records, all in the office of the Register of Deeds of Sarpy County in Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 20th day of December, 2000.

Engineering Approval:

Management Approval:

Kenneth M Winter
Print Name/Title
[Signature]
Signature

Joe Seda, VP, Network Operations.
Print Name/Title
[Signature]
Signature

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 20th day of December, 2000 before me the undersigned, a Notary public in and for said County personally came Joe Seda, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his or her voluntary act deed.

WITNESS my hand and Notarial Seal at Omaha, in said county, the day and year above written.



[Signature]
NOTARY PUBLIC

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-00728

2001 JA 11 AM 8: 17

George D. Winters
REGISTER OF DEEDS
RELEASE OF EASEMENT

Counter DW
Verify AW
D.E. AW
Proof AW
Fee \$ 6.00
Ck Casn Chg HTS

KNOW ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the plat and dedication of Brook Valley Business Park, an Addition as surveyed, platted and recorded in Sarpy County, over, upon, along and above the following described property:

A strip of land as identified:
as a strip of land Ten feet (10') in width, being Five feet (5') each side and abutting the common lot lines of lots Four (4) and lot Five (5), all of said Brook Valley Business Park.

Said Plat and Dedication filed for record this day, February 25th 1993 as Instrument # 93-03601 in the Deed Records, all in the office of the Register of Deeds of Sarpy County in Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 4th day of January, 2000.

Engineering Approval:

Kenneth M Winter
Print Name/Title
Kenneth M Winter
Signature

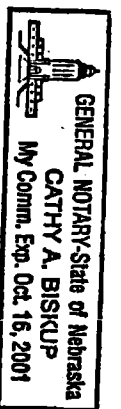
Management Approval:

Joe Seda / VP Network Operations
Print Name/Title
Joe Seda
Signature

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 4th day of January, 2000 before me the undersigned, a Notary public in and for said County personally came Joe Seda, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his or her voluntary act deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.



Cathy A. Biskup
NOTARY PUBLIC

00728

HTS

FILED SARRY CO. NE.
INSTRUMENT NUMBER
2000-32677
2000 DE 13 AM 9:35
Ronald J. Sarry
REGISTER OF DEEDS

Counter *gsk w*
VENDOR *gsk*
D.E. *D*
P.R. *PC*
Fees 6.00
OR County City
HFS

November 29, 2000

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Brook Valley Business Park, an Addition as surveyed, platted and recorded in Sarry County, Nebraska, over, upon, along and above the following described property:

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Four (4) and Five (5), all of said Brook Valley Business Park.

Said Plat and Dedication filed for record February 25th, 1993 as Instrument # 93-03601 all in the office of the Register of Deeds, Sarry County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 29th day of November, 2000.
OMAHA PUBLIC POWER DISTRICT

Michael L. Vodicka
Approved by Engineering

Michael L. Vodicka
Michael L. Vodicka - Manager
Administrative Services -
Engineering Division

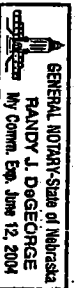
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of November, 2000, before me the undersigned, a Notary Public in and for said county personally came Michael L. Vodicka - Manager, Administrative Services Engineering Division, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.

SE# 17-14-12

Randy A. DeRooge
NOTARY PUBLIC



32677

HFS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-33749
2000 DE 21 PM 2:19
Ronald J. Smith
REGISTER OF DEEDS

County Ne
Verify SR
D.E. D
Proof 5
Fee \$ 6.00
Ck Cash Cng HTS
640 50 HTS

Recording information above

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that Qwest Corporation, a Delaware Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

A FIVE FOOT (5) EASEMENT ON EACH SIDE OF THE COMMON LOT LINES, EXCEPTING THE FRONT AND REAR EASEMENTS, BETWEEN LOTS 4 AND 5, BROOK VALLEY BUSINESS PARK A SUBDIVISION IN SARPY COUNTY, NEBRASKA.
SAID FINAL PLAT OF BROOK VALLEY BUSINESS PARK WAS RECORDED FEBRUARY 25, 1993 AS INSTRUMENT NO.93-3601 OF THE SARPY COUNTY, NEBRASKA RECORDS.

The purpose of this document is to release that portion of the easement described above hereby expressly excepting and reserving to the company any and all interest otherwise acquired in said property, except as stated above.

Executed this 12TH day of DEC, 2000

BY: *Charles W. Geneser*
TITLE: DESIGN ENGINEER

STATE OF Iowa)
COUNTY OF Polk) SS:

On this 12TH day of DEC, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Charles W. Geneser, to me personally known, who being by me duly sworn, did say that he/she is the Design Engineer of the corporation executing the within and foregoing instrument on behalf of the corporation by authority of its Board of Directors; and that Charles W. Geneser as Design Engineer acknowledged the execution of the foregoing instrument to be a voluntary act and deed of the corporation, by it and by him/her voluntary executed.

(SEAL)
Dorothy Smith
Notary Public



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-00195

2001 JA -3 AM 10:37

RELEASE OF EASEMENT

Guarantee OK
Verify OK
D.E. OK
Proof OK
Fee \$ 6.00
Ck Cash Chg

Steve S. Sedas

HTS

REGISTER OF DEEDS
RESUBMIT ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the plat and dedication of Brook Valley Business Park, an Addition as surveyed, platted and recorded in Sarpy County Nebraska, over, upon, along and above the following described property:

A strip of land as identified:
As Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Four (4) and Five (5) all of said Brook Valley Business Park.

Said Plat and Dedication filed for record this day, February 25th 1993 as Instrument # 93-03601 in the Deed Records, all in the office of the Register of Deeds of Sarpy County in Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 30th day of December, 2000.

Engineering Approval:

Management Approval:

Kenneth M Winter
Print Name/Title
[Signature]
Signature

Joe Sedas VP, Network Operations.
Print Name/Title
[Signature]
Signature

STATE OF Nebraska)
COUNTY OF Douglas)
) ss.

On this 30th day of December, 2000 before me the undersigned, a Notary public in and for said County personally came Joe Sedas, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his or her voluntary act deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.



Cathy A. Biskup
NOTARY PUBLIC

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-00728
2001 JA 11 AM 8:17

George D. Winters
REGISTER OF DEEDS
RELEASE OF EASEMENT

Counter DWB
Verify DWB
D.E. DWB
Proof \$
Fee \$ 6.00
Ck Cash Chg HTS

KNOW ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the plat and dedication of Brook Valley Business Park, an Addition as surveyed, platted and recorded in Sarpy County, over, upon, along and above the following described property:

A strip of land as identified:
as a strip of land Ten feet (10') in width, being Five feet (5') each side and abutting
the common lot lines of lots Four (4) and lot Five (5), all of said Brook Valley Business
Park.

Said Plat and Dedication filed for record this day, February 25th 1993 as Instrument #
93-03601 in the Deed Records, all in the office of the Register of Deeds of Sarpy
County in Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 4th day of January, 2000.

Engineering Approval:

Kenneth M Winter

Print Name/Title

Kenneth M Winter
Signature

Management Approval:

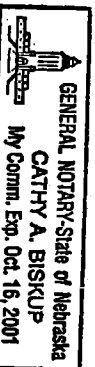
Joe Sedal VP Network Operations
Print Name/Title

Joe Sedal
Signature

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 4th day of January, 2000 before me the undersigned, a Notary public in and for said County personally came Joe Sedal, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his or her voluntary act deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year above written.



Cathy A. Biskup
NOTARY PUBLIC

00728

HTS

THOMPSON DREESSEN & DORNER, INC.
 0336 OLD MILL ROAD
 OMAHA, NEBRASKA 68154

94-24607

AFFIDAVIT

CORRECTION TO LOT DIMENSIONS AND 104th STREET CENTERLINE CONTROL SHOWN ON THE FINAL PLAT OF BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAREY COUNTY, NEBRASKA.

"I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS AFFIDAVIT IN ORDER TO CORRECT INCORRECT DIMENSIONS ON 104th STREET CENTERLINE CONTROL AND LOT 42, BROOK VALLEY BUSINESS PARK, FILED AS INSTRUMENT NO. 94-2147 IN THE RECORDS OF THE REGISTER OF DEEDS OFFICE, SAREY COUNTY, NEBRASKA.

"I HEREBY CERTIFY THAT I AM THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE SURVEYOR'S CERTIFICATE OF SAID BROOK VALLEY BUSINESS PARK.

NOVEMBER 11, 1994
 DATE

James D. Warner
 JAMES D. WARNER, NEBRASKA RLS 308

ACKNOWLEDGEMENT OF NOTARY

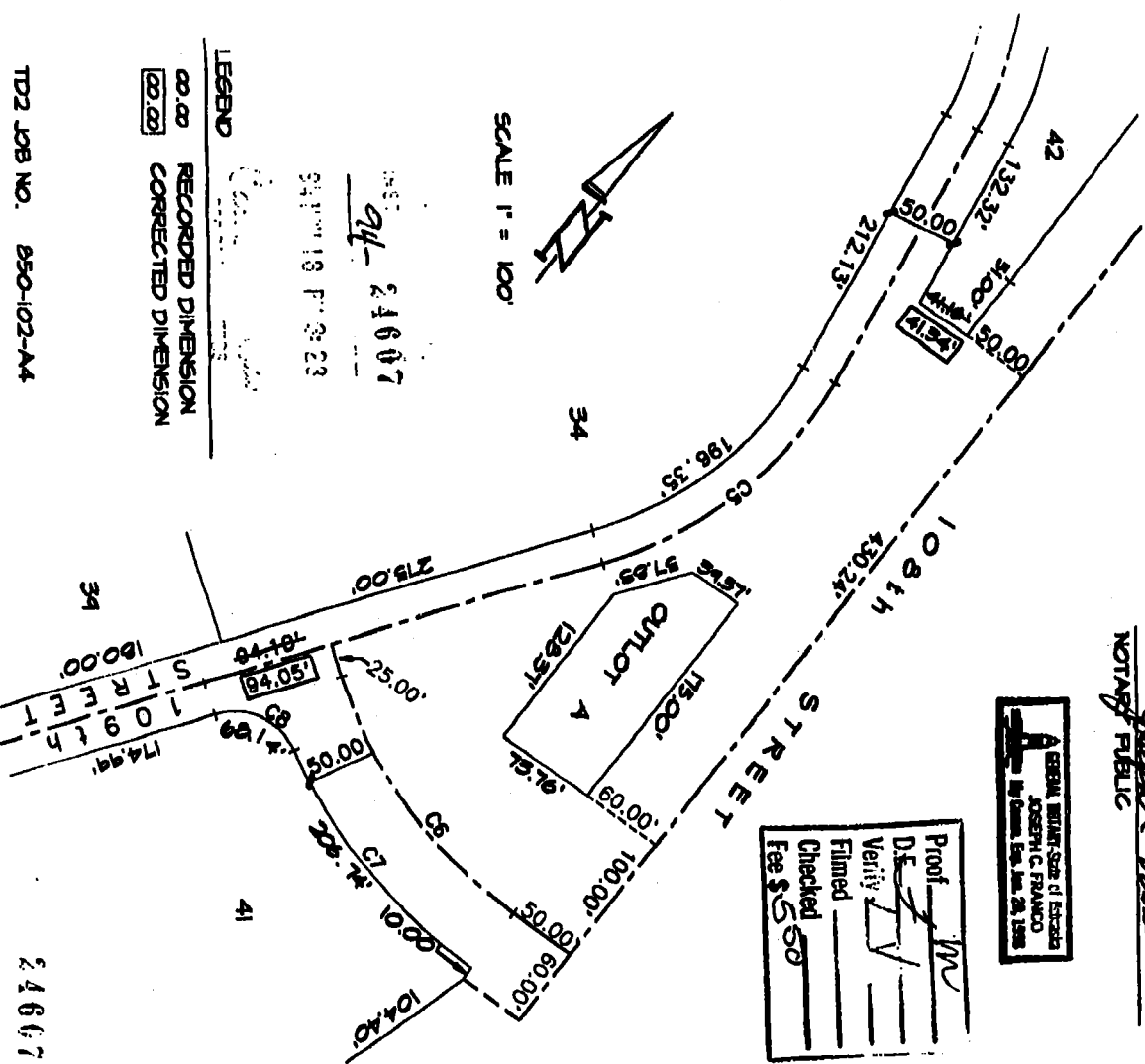
STATE OF NEBRASKA) SS
 COUNTY OF DOUGLAS)

"I, FOREGOING AFFIDAVIT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF NOVEMBER 1994 BY JAMES D. WARNER

Joseph C. Fowler
 NOTARY PUBLIC



Proof	<i>JW</i>
D.E.	
Verify	
Filmed	
Checked	
Fee \$	50



LEGEND
 [] RECORDED DIMENSION
 [] CORRECTED DIMENSION

94-24607
 94 NOV 18 PM 3:23

94-24602

THOMPSON DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

94-24602
SEP 19 PM 3:17

AFFIDAVIT

CORRECTION TO CURVE INFORMATION SHOWN ON THE FINAL PLAT OF BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARY COUNTY, NEBRASKA

THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS AFFIDAVIT IN ORDER TO CORRECT INCORRECT CURVE INFORMATION SHOWN ON THE FINAL PLAT OF BROOK VALLEY BUSINESS PARK, FILED AS INSTRUMENT NO. 94-2447 IN THE RECORDS OF THE REGISTER OF DEEDS OFFICE, SARY COUNTY, NEBRASKA.

HEREBY CERTIFY THAT I AM THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE SURVEYOR'S CERTIFICATE OF SAID BROOK VALLEY BUSINESS PARK

NOVEMBER 11, 1994
James D. Warner
JAMES D. WARNER, NEBRASKA PLS 3008

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

THE FOREGOING AFFIDAVIT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF NOVEMBER 1994 BY JAMES D. WARNER

Joseph C. Travers
NOTARY PUBLIC



RECORDED CURVE INFORMATION

CURVE 6 DELTA = 36°15'08"
RADIUS = 342.60'
ARC = 216.54'
TANGENT = 112.06'

Proof	<i>WJ</i>
DE	<i>WJ</i>
Verify	<i>WJ</i>
Filed	
Checked	
Fee \$	12.00

CORRECTED CURVE INFORMATION

CURVE 6 DELTA = 36°15'08"
RADIUS = 342.60'
ARC = 216.71'
TANGENT = 112.15'

34-46
LA Special Utility Replat 1802

THOMPSON PREESEN & DORNER, INC.
 0836 OLD MILL ROAD
 OMAHA, NEBRASKA 68154

94-24605

AFFIDAVIT

SEARCHED INDEXED

CORRECTION TO LOT DIMENSIONS SHOWN ON THE FINAL PLAT OF BROOK VALLEY BUSINESS PARK A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SHERY COUNTY, NEBRASKA

THE UNDERSIGNED REGISTERED LAND SURVEYOR DO HEREBY SUBMIT THIS AFFIDAVIT IN ORDER TO CORRECT INCORRECT DIMENSIONS AND BEARINGS ON LOTS 42 AND 43, BROOK VALLEY BUSINESS PARK FILED AS INSTRUMENT NO. 94-21471 IN THE RECORDS OF THE REGISTER OF DEEDS OFFICE, SHERY COUNTY, NEBRASKA

HEREBY CERTIFY THAT I AM THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE SURVEYOR'S CERTIFICATE OF SAID BROOK VALLEY BUSINESS PARK

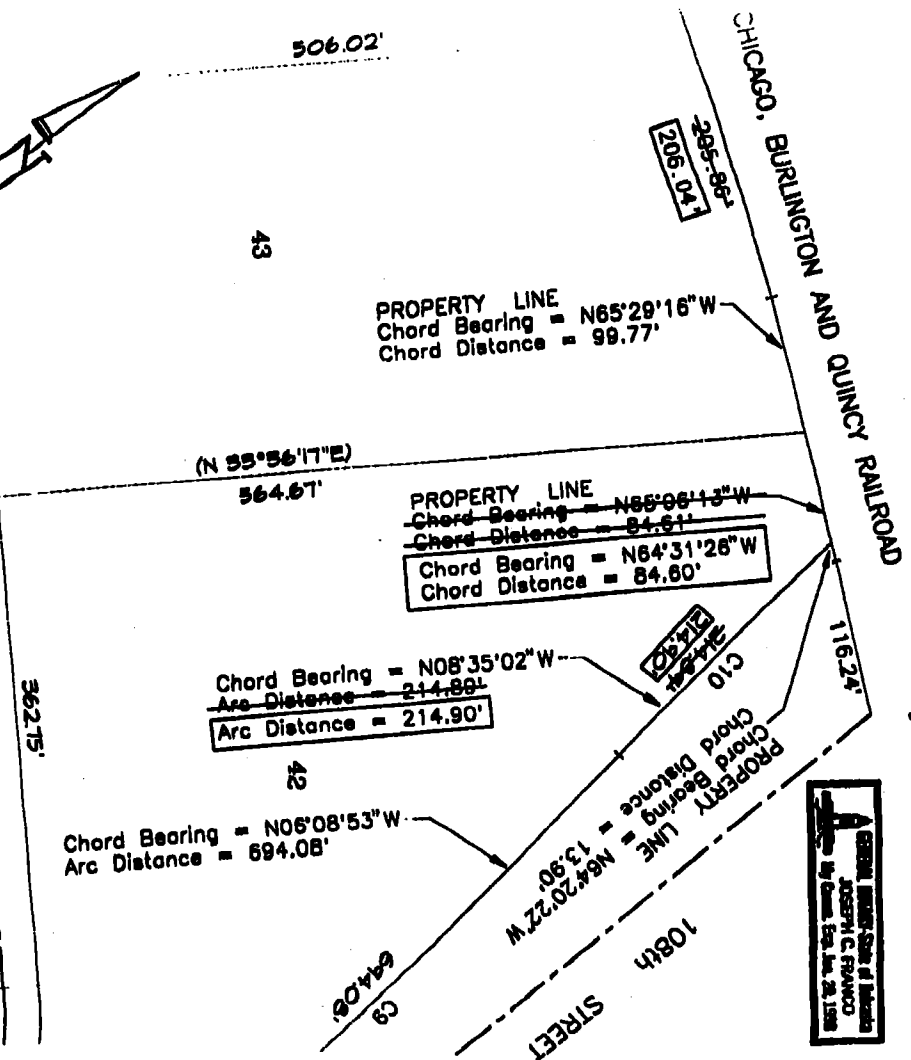
NOVEMBER 11, 1994
 DATE

James D. Warner
 JAMES D. WARNER, NEBRASKA RLS 309

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA) SS
 COUNTY OF DOUGLAS)

THE FOREGOING AFFIDAVIT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF NOVEMBER 1994 BY JAMES D. WARNER
 NOTARY PUBLIC *Joseph C. Tanner*



SCALE 1" = 100'
 City _____
 State _____

RECORDED DIMENSION
 CORRECTED DIMENSION

TD2 JOB NO. 950-102-A3
 24605

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, E. A. Fricke also known as Emil A. Fricke, single,

of the County of Sarpy State of Nebraska for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration MLL/MSL in hand paid do hereby grant, bargain, sell, convey and confirm unto Campbell Soup Company, a New Jersey corporation

of the County of Camden State of New Jersey the following described real estate situated in Sarpy County State of Nebraska to-wit:

The North 1/4 of the Northeast 1/4 of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska

RECORDED IN SARP COUNTY RECORD BOOK 142
PAGE 116
325
NEBRASKA DOCUMENTARY
STAMP TAX
JUL 16 1969
\$358.35 BY CBY

TO HAVE AND TO HOLD the premises above described, together with all the Townships, Hereditaments and appurtenances thereto belonging, unto the said Campbell Soup Company, a New Jersey corporation and to its heirs and assigns forever.

And I or We hereby covenant with the said Grantee or grantees and with his, her or their heirs and assigns that I or We are lawfully seized of said premises, that they are free from encumbrance except assessments of record

that I or We have good right and lawful authority to sell the same, and I or We hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever and the said E. A. Fricke also known as Emil A. Fricke hereby relinquishes all right, title and interest in and to the above described premises.

Signed this first day of May

19 69

In Presence of

Emil A. Fricke

Emil A. Fricke

358 ✓

Indexed General Compared Paged

WARRANTY DEED

TO

STATE OF _____ County ss.

Entered in Numerical Index and filed for record in the office of the Register of Deeds of said County, the _____ day of _____, 19____ at _____ o'clock and _____ minutes _____ M., and duly recorded in Book _____ of _____ Deeds on page _____

Register of Deeds.

Deputy.

The Huffman General Supply House, Lincoln, Nebr.

C. E. Heaney, Jr. Atty 1502 City Hall Bldg

NEBRASKA DOUGLAS County

(On this first day of May 19 69 before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came E. A. Fricke also known as Emil A. Fricke

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his her or their voluntary act and deed.

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

My commission expires the _____ day of _____ 19____

Notary Public.

County _____ before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came _____ 19____

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

Notary Public.

My commission expires the _____ day of _____ 19____

742-117

144-79

WARRANTY DEED (Revised 1957) In Witness Whereof, the said Grantor has hereunto set his hand and seal at Omaha, Nebraska, this 11th day of December, 1969.

KNOW ALL MEN BY THESE PRESENTS,

THAT I, **MACKEDON, LTD.**, a limited partnership, organized under Nebraska law

in consideration of **One and No/100 Dollars (\$1.00)** _____
herein called the **grantee** whether one or more,

received from grantor, do hereby grant, bargain, sell, convey and confirm unto

CAMPBELL SOUP COMPANY, a corporation

herein called the **grantee** whether one or more, the following described real property in

Sarge County, Nebraska

Those tracts of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) East, of the 6 $\frac{1}{2}$'s P.M., described on Exhibits A and C, and as shown on the attached plat as parcels A and C, all of which are attached hereto, and by this reference made a part hereof, subject, however, to all rights of way and easements now of record, and as existing on the premises.

To have and to hold the above described premises together with all easements, improvements and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance;

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whatsoever.

Dated December 12, 1969.

NEBRASKA DOCUMENTARY
STAMP TAX
DEC 31 1969
\$ 17.45 BY *[Signature]*

MACKEDON LTD.

By: *[Signature]*
Keith Miller

[Signature]
Chester A. McQuay
I-1 General Partners

STATE OF NEBRASKA County of DOUGLAS

Before me, a notary public qualified for said county, personally one

KEITH MILLER and **CHESTER A. McQUAY**, General Partners of **Mackedon, Ltd.**, a limited partnership,

known to me to be the identical persons or persons who signed the foregoing instrument and acknowledged the same to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on December 12, 1969.



[Signature]
Notary Public

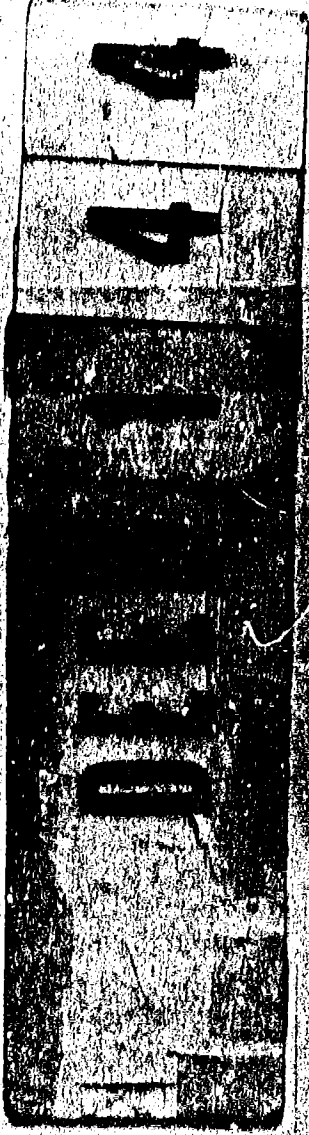
Entered on unrecorded index and filed for record in the Register of Deeds Office of said County the _____ day of _____, 19____ at _____ o'clock and _____ minutes.

and recorded in Book _____ of _____ pages.

FILED FOR RECORD IN SARGE COUNTY NEB. BY *[Signature]* 12/11/69

RECORDED IN BOOK 144 OF DEEDS PAGE 77 BY *[Signature]* 12/12/69

3703 ✓



144-80

LEGAL DESCRIPTION

PARCEL "A"

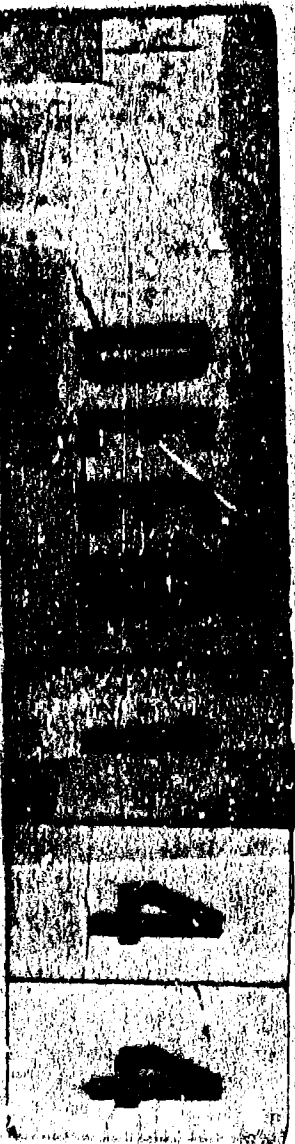
For a tract of land in the SE1/4 of Section 17, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska, lying North of the C.R. 101 R.R. 2, Q. W. described as follows:

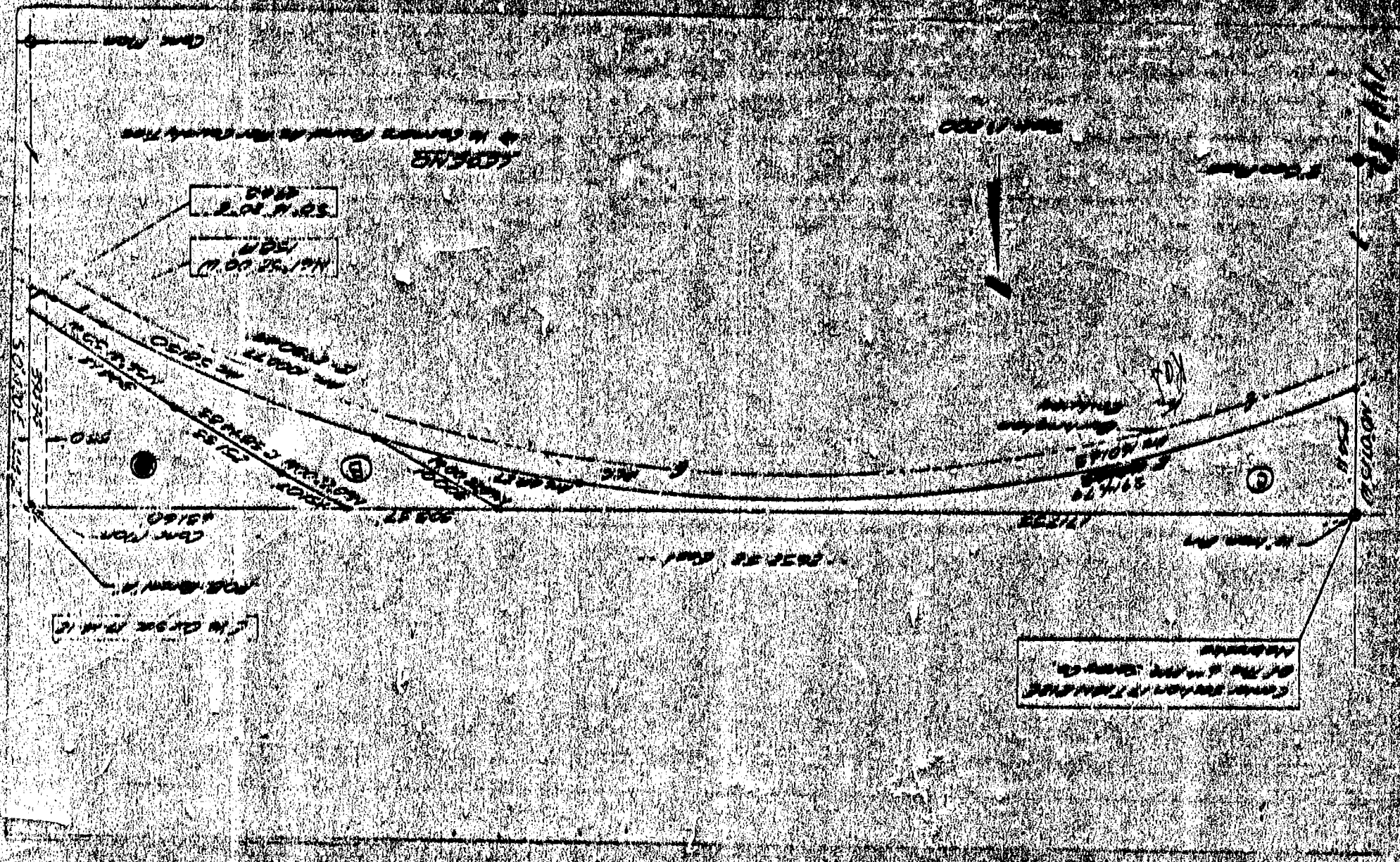
Beginning at the E1/4 corner of said Section 17, thence S 90°-14'-20" E for a distance of 394.94 feet to a point on the East line of said SE1/4; thence N 56°-41'-50" W for a distance of 344.14 feet to a point of curve; thence along a curve to the left, an arc length of 251.33 feet to a point of tangent; thence N 60°-22'-00" W for a distance of 151.07 feet to a point on the North line of said SE1/4, thence N 90°-00'-00" E along said North line of said SE-1/4 for a distance of 631.68 feet to the point of beginning, containing 2.772 acres, more or less.

The above description includes the easterly 33.00 feet of said tract presently dedicated as R. Q. W. for 108th Street.

*K
R
P*

EXHIBIT "A"





100' DIA

100' DIA

100' DIA

100' DIA

CORPORATION WARRANTY DEED

1578-12576

a Corporation organized and existing

GRANTOR, in consideration of

DOLLARS received from GRANTEE

CAMPBELL SOUP COMPANY,
incorporated in New Jersey,
One Dollar (\$1.00) and other valuable consideration
INCORPORATING COOPERATIVE, INC., a Nebraska corporation,

has granted GRANTEE the following described real estate (as defined in Neb. Rev. Stat. 76-201):

FILED SAMPY, CO. NE
FORM 158 of *Book*
PAGE 1256

1983 MAY 25 AM 10:06

Carl H. Williams
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
STAMP TAX
MAY 25 1983
\$1222.10 BY *[Signature]*

See Exhibit A attached.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

(1) is lawfully seized of such real estate and that it is free from encumbrances except as enumerated on Exhibit B attached;

(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.



CAMPBELL SOUP COMPANY

Grantor

By *[Signature]*
Vice President Containers &
Capital Improvements

STATE OF NEBRASKA - NEW JERSEY

COUNTY OF BOGEAS - CAMDEN)) ss.

The foregoing instrument was acknowledged before me on MAY 10, 1983.

J. R. Early - Vice President - Containers & Capital Improvements
CAMPBELL SOUP COMPANY
a New Jersey Corporation,

[Signature]
Notary Public of New Jersey
My commission expires July 18, 1983

STATE OF NEBRASKA, County of

Filed for record and entered in Numerical Index on 19 .. at o'clock ... M., and

Page

[Signature] 04767

County or Deputy County Clerk
Register or Deputy Register of Deeds

CORPORATION WARRANTY DEED

PAGE 1 of 1 PAGES

EXHIBIT A

A tract of land located in part of the Northeast Quarter and the North half of the Southeast Quarter, all in Section 17, Township 14 North, Range 12 East of the 6th P.M. in Sargey County, Nebraska, being more particularly described as follows:

Commencing at the Northeast corner of Section 17-14-12; thence South 02 degrees 37 minutes 35 seconds East (assumed bearing) along the East line of the Northeast Quarter of said Section 17-14-12 (A. K. A. the centerline of 108th Street); a distance of 33 feet; thence South 87 degrees 38 minutes 24 seconds West, a distance of 50 feet to the point of beginning (said point being located on the South Right-of-Way line of Harrison Street and the West Right-of-Way line of 108th Street); thence continuing South 87 degrees 38 minutes 24 seconds West along the said South Right-of-Way line of Harrison Street, a distance of 2263 feet; thence South 00 degrees 08 minutes 15 seconds West, a distance of 995.95 feet; thence South 21 degrees 21 minutes 40 seconds East, a distance of 1052.34 feet; thence South 12 degrees 04 minutes 42 seconds East, a distance of 690.63 feet to a point located on the Northerly Right-of-Way line of the C. B. & Q. Railroad (said point also being located on a curve); thence Southeasterly along a 2914.79 foot radius curve to the right (said curve A. K. A. the Northerly Right-of-Way line of the C. B. & Q. Railroad), an arc distance of 1248.59 feet (chord bearing South 87 degrees 54 minutes 37 seconds East, chord distance of 1239.04 feet); thence North 62 degrees 48 minutes 21 seconds West along the Right-of-Way line of the C. B. & Q. Railroad, a distance of 300.01 feet to a point located on the South line of the said North-east Quarter of Section 17-14-12; thence North 87 degrees 33 minutes 40 seconds East along the said Right-of-Way line of the C. B. & Q. Railroad (A. K. A. the said South line of the Northeast Quarter of Section 17-14-12), a distance of 303.42 feet; thence South 62 degrees 48 minutes 19 seconds East along the said Right-of-Way line of the C. B. & Q. Railroad, a distance of 151.07 feet to a point of curvature; thence Southeasterly along a 3894.83 foot radius curve to the right (said curve A. K. A. the Right-of-Way line of the C. B. & Q. Railroad), an arc distance of 251.37 feet (chord bearing South 60 degrees 56 minutes 52 seconds East, chord distance of 251.32 feet) to a point of tangency; thence South 59 degrees 08 minutes 07 seconds East along the said Right-of-Way line of the C. B. & Q. Railroad, a distance of 272.83 feet to a point located on the Westerly Right-of-Way line of 108th Street (said point also being located on a curve); thence Northwesterly along a 638.75 foot radius curve to the left (said curve A. K. A. the Westerly Right-of-Way line of 108th Street), an arc distance of 178.64 feet (chord bearing North 20 degrees 19 minutes 56 seconds West, chord distance of 178.05 feet) to a point of reverse curvature; thence Northwesterly along a 588 foot radius curve to the right (said curve A. K. A. the Westerly Right-of-Way line of 108th Street), an arc distance of 468.01 feet (chord bearing North 05 degrees 32 minutes 33 seconds West, chord distance of 455.75 feet) to a point of reverse curvature; thence Northeasterly along a 1450 foot radius curve to the left (said curve A. K. A. the Westerly Right-of-Way line of 108th Street), an arc distance of 503.26 feet (chord bearing North 07 degrees 19 minutes 00 seconds East, chord distance of 500.74 feet) to a point of tangency; thence North 02 degrees 37 minutes 35 seconds West along the said Westerly Right-of-Way line of 108th Street, a distance of 1855.45 feet to the point of beginning.

EXHIBIT B

120 foot wide permanent sanitary sewer easement and an 80 foot wide temporary construction easement as shown in Return of Appraisers recorded May 20, 1966 in Book 36, Page 536, 537 and 538 which affects part of the Southeast Quarter of Section 17, Township 14 North, Range 12, part of the South half of the Northwest Quarter of Section 17, Township 14 North, Range 12 and the North half of the Northeast Quarter of Section 17, Township 14 North, Range 12, in Sarpy County, Nebraska.

2. Protective Covenants recorded November 4, 1971 in Book 44, Page 533, Miscellaneous Records, Sarpy County, Nebraska. No forfeiture provision.

3. Mutual Protective Covenants recorded December 18, 1973 in Book 46, Page 761, Miscellaneous Records, Sarpy County, Nebraska. No forfeiture provision.

4. Permanent easement between Campbell Soup Company and Burlington Northern, Inc. to construct, maintain, repair, renew, use, operate over, replace or remove railroad trackage of standard gauge, drainage facilities and appurtenances thereto in, along, upon or across a part of the NE 1/4 of Section 17, and NW 1/4 of Section 16, Township 14 North, Range 12 East of the 6 P.M. by instrument recorded May 11, 1972 in Book 45, Page 229, Miscellaneous Records, Sarpy County, Nebraska.

5. Easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, underground pipelines for the transportation of water and gas, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through a portion of Section 17, Township 14 North, Range 12 and also a temporary construction easement by instrument recorded June 8, 1972 in Book 45, Page 297, Miscellaneous Records, Sarpy County, Nebraska.

6. Permanent Sewer Easement granted by Campbell Soup Company to City of Omaha, Nebraska by instrument recorded January 11, 1974 in Book 47, Page 15, Miscellaneous Records, Sarpy County, Nebraska.

7. Easement for utilities granted by Campbell Soup Company to Omaha Public Power District over, above, along, under, in and across the NE 1/4 together with Tax lot 1A4, being part of the SE 1/4, all in Section 17, Twp 14 North, Range 12, E. of the 6th P.M. in Sarpy County, Nebraska by instrument recorded September 15, 1975 in Book 48, Page 498, Miscellaneous Records, Sarpy County, Nebraska.

8. Easement granted to American Telephone and Telegraph Company over a portion of the NE 1/4 Sec. 17, Twp 14 N, Range 12, Sarpy County, Nebraska by instrument recorded October 9, 1940 in Book 10, Page 351, Miscellaneous Records, Sarpy County, Nebraska.

9. Assignment of above easement to Northwestern Bell Telephone Company recorded March 16, 1977 in Book 50, Page 187, Miscellaneous Records, Sarpy County, Nebraska.

10. Sanitary and Improvement District Statement (District #59) recorded August 12, 1976 in Book 49, Page 496, Miscellaneous Records, Sarpy County, Nebraska.

11. Second amended Protective Covenants to Oakdale Park dated November 15, 1977 and filed November 17, 1977 in Book 50 at Page 904 of the Miscellaneous Records of Sarpy County, Nebraska.

12. Permanent Easement from Campbell Soup Company to Sarpy and Improvement District No. 59 of Sarpy County, Nebraska, dated January 27, 1978 and filed February 2, 1978 in Book 51 at Page 71 of the Miscellaneous Records of Sarpy County, Nebraska; and related to correct errors in Exhibits "A" and "B" appeared thereon, on February 8, 1978 in Book 51 at Page 71 of the Miscellaneous Records of Sarpy County, Nebraska.

158 - 1256B

Surf of 5

to Appraisal st.

to NW 1/4

to NW 1/4

to NW 1/4

to NW 1/4

Affects

SE

13. Permanent Easement from Campbell Soup Company to Saffery and Improvement District No. 59 of Saffery County, Nebraska Filed February 7, 1978 in Book 51 at Page 72 of the Miscellaneous Records of Saffery County, Nebraska and as re-recorded February 8, 1978 in Book 51 at Page 88 of the Miscellaneous Records of Saffery County, Nebraska.

14. Liens, easements, encumbrances, covenants and restrictions which have existed since April 10, 1978. Specifically excluding however, any assessments attributable to Seller.

15. Taxes and assessments due and payable in 1978 and thereafter, specifically excluding, however, any and all special assessments for paving, storm and sanitary sewers, and water mains, which were unpaid on April 10, 1978.

34-192

THIS AGREEMENT was made this 1st day of September, 1964, by and between, JAMES H. HAVILL and LINDA H. HAVILL, husband and wife, Grantors, and SANITARY AND IMPROVEMENT DISTRICT NO. 14 of NEBRASKA County, Nebraska, Grantee.

WITNESSETH:

1. In remembrance of the payment of one (\$1,000) dollar and other valuable consideration, receipt of which is hereby acknowledged, Grantors being the owners of the land hereinafter described as being a part of the Southwest Quarter (S.E. 4) of Section Seventeen (17), Township North (14) North, Range Twelve (12) East to the 6th Principal Meridian, State of Nebraska, Grantors have hereby given and grant unto Grantee, its successors and assigns a perpetual easement over, on and under a strip of land 20 feet in width located in the above described land in Sarpy County, Nebraska; the centerline of said 20 foot strip of land being more particularly described as follows:

Commencing at the intersection of the South line of said Section 17 with the north-east right-of-way line of the Union Pacific Railroad; thence proceeding thence northwesterly along the northeast right-of-way line of the Union Pacific Railroad a distance of 859.00 feet to a point of culmination to the left of 90° a distance of 100.00 feet to a point on the eastward right-of-way line of the Union Pacific Railroad; said point being the point of beginning; thence thence proceeding along the last described course a distance of 50.00 feet to the end of the easement.

2. Grantors being the owners of the real property hereinbefore described do further hereby give and grant unto Grantee, its successors and assigns a temporary construction easement over, on and under a strip of land 20 feet in width, the centerline of said 20 foot strip being identical to the centerline of the 20 feet perpetual easement hereinabove described.

3. The scope and purpose of said perpetual easement is for the construction, repair and maintenance of a sanitary sewer and the installation of a sanitary sewer pipeline together with the installation of a manhole for the installation through said sewer effluent pipeline of a sanitary sewer pipe or hereafter embraced within the boundaries of said easement. The scope and purpose of said temporary easement shall be to serve as a temporary easement for the installation of the sanitary sewer effluent pipeline and the installation of the manhole. The location of the sanitary sewer shall be as shown on the plat hereunto attached and shall be fixed and determined by the engineer.

4. By acceptance of this easement, permanent easement grantee agrees to pay all costs of construction of said sanitary sewer effluent pipeline.

5. Grantors, their heirs, assigns and assigns shall not build, create, construct, nor allow to be built, created or constructed any building or other structure at any point on the strip of land upon which Grantee has its permanent easement rights except the construction of streets, sidewalks, curbs, sidewalks, and surfacing for parking which shall be permitted.

6. The scope and purpose of said temporary construction easement is solely for the operation of equipment, machinery, movement of equipment and all other things necessary and required for the construction of a sanitary sewer effluent line on the above described property, provided that said temporary construction easement shall be effective for the entire term and shall continue for a period of one year.

WITNESSED AND AGREED IN SARPY COUNTY NEBR. This 1st day of September 1964 at 3 o'clock PM

JAMES H. HAVILL and LINDA H. HAVILL

Witness

161-3140

1550

PROJECT: RS-3792(1)

WARRANTY DEED POLITICAL SUB-DIVISION-CORPORATION (page 04)

KNOW ALL MEN BY THESE PRESENTS:

NOV 27 PM 1:34

THAT *United - A. G. Cooperative, Inc. Cash & Advances*

organized and existing under and by virtue of the laws of the State of NEBRASKA consideration of the sum of NINE THOUSAND NINE HUNDRED FIFTY AND NO/100--(\$9,950.00)-- DOLLARS in hand paid, does hereby grant, bargain, sell, convey and confirm unto SARPY COUNTY, NEBRASKA, the following described real property situated in SARPY County, and State of Nebraska, to-wit;

A PARCEL OF LAND LYING IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 336.55 FEET; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES, 38 MINUTES, 16 SECONDS EAST ALONG THE SOUTH LINE OF HARRISON STREET, A DISTANCE OF 2,263.00 FEET; THENCE SOUTH 02 DEGREES, 37 MINUTES, 09 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF 108TH STREET, A DISTANCE OF 27.00 FEET; THENCE NORTH 47 DEGREES, 29 MINUTES, 27 SECONDS WEST, A DISTANCE OF 14.17 FEET; THENCE SOUTH 87 DEGREES, 38 MINUTES, 16 SECONDS WEST, A DISTANCE OF 2,253.82 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 07 SECONDS EAST, A DISTANCE OF 17.02 FEET TO THE POINT OF BEGINNING, CONTAINING 38,528.0 SQUARE FEET (0.88 ACRE), MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 336.55 FEET TO A POINT; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HARRISON STREET; THENCE NORTH 87 DEGREES, 38 MINUTES, 16 SECONDS EAST TO A POINT ALONG SAID SOUTH RIGHT OF WAY LINE OF SAID HARRISON STREET, A DISTANCE OF 2,263.00 FEET; THENCE SOUTH 02 DEGREES, 37 MINUTES, 09 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF 108TH STREET, A DISTANCE OF 27.00 FEET BEING THE POINT OF BEGINNING; THENCE NORTH 47 DEGREES, 29 MINUTES, 27 SECONDS WEST, A DISTANCE OF 14.17 FEET; THENCE SOUTH 87 DEGREES, 38 MINUTES, 16 SECONDS WEST, A DISTANCE OF 1,913.63 FEET TO THE POINT OF TERMINATION; THENCE CONTINUING SOUTHWEST, A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT BEING THE POINT OF RESUMPTION; THENCE CONTINUING SOUTHWEST, A DISTANCE OF 289.45 FEET TO THE POINT OF TERMINATION.

EXCEPT, OVER ONE UNRESTRICTED DRIVE, THE CENTERLINE OF WHICH IS LOCATED ON THE SOUTH RIGHT OF WAY LINE OF SAID HARRISON STREET 654.94 FEET, MORE OR LESS, WESTERLY FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 17, AS MEASURED ALONG THE CENTERLINE OF SAID HARRISON STREET.

Nov 17876

161-3140A

WARRANTY DEED POLITICAL SUB-DIVISION-CORPORATION (page 2)
PROJECT: RS-3792(1)

TRACT: 33

AND ALSO, OVER TWO UNRESTRICTED DRIVE(S) THE CENTERLINE(S) OF WHICH ARE LOCATED ON THE WEST RIGHT OF WAY LINE OF 108TH STREET, 425 FEET, MORE OR LESS, AND ALSO 760 FEET, MORE OR LESS, WESTERLY FROM THE SAID NORTHEAST OF SAID NORTHWEST QUARTER OF SAID SECTION 17, AS MEASURED ALONG THE CENTERLINE OF SAID 108TH STREET.

AND ALSO:

A PARCEL OF LAND LYING IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 335.81 FEET; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST, A DISTANCE OF 464.19 FEET; THENCE SOUTH 80 DEGREES, 13 MINUTES, 51 SECONDS WEST, A DISTANCE OF 100.84 FEET; THENCE SOUTH 83 DEGREES, 03 MINUTES, 21 SECONDS WEST, A DISTANCE OF 287.92 FEET; THENCE SOUTH 85 DEGREES, 36 MINUTES, 37 SECONDS WEST, A DISTANCE OF 78.93 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 07 SECONDS EAST, A DISTANCE OF 38.33 FEET TO THE POINT OF BEGINNING, CONTAINING 10,599.0 SQUARE FEET (0.24 ACRE), MORE OR LESS.

AND ALSO:

A PARCEL OF LAND LYING IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 920.59 FEET; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES, 38 MINUTES, 16 SECONDS EAST, A DISTANCE OF 161.23 FEET; THENCE SOUTH 69 DEGREES, 22 MINUTES, 29 SECONDS WEST, A DISTANCE OF 86.16 FEET; THENCE NORTH 73 DEGREES, 35 MINUTES, 04 SECONDS WEST, A DISTANCE OF 83.88 FEET TO THE POINT OF BEGINNING, CONTAINING 2,177.0 SQUARE FEET (0.05 ACRE), MORE OR LESS.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO OIL AND GAS MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID OIL AND GAS MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS IN EXTRACTING SAID OIL AND GAS MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

To have and to hold said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said Grantee and to its successors and assigns forever.

161-3140B

WARRANTY DEED POLITICAL SUB-DIVISION CORPORATION (page 31)
PROJECT: RS-3792(1)

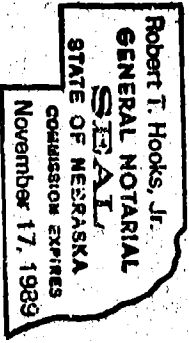
TRACT: 31

Said Grantor does hereby covenant with said Grantee, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said warrants and will defend that title to said real property; that lawful claims of all persons, whomsoever.

Duly executed this 29th day of September, 1986

United - N.G. Corporation
BY: *Raymond J. ...*
CORPORATE SEAL

STATE OF NEBRASKA)
Douglas) ss.
County)



On this 29 day of Sept, A.D., 1986, before me, a General Notary Public, duly commissioned and qualified, personally came

William J. ...
the duly authorized representatives of United - N.G. Corporation, Inc.
who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives, and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written. Notary Public.
Robert T. Hooks, Jr.
My commission expires the 17th day of Nov, 1989.

NEBRASKA DOCUMENTARY
STAMP TAX
OCT 27 1986
\$242 BY *BYB*

... from day and year first above written.

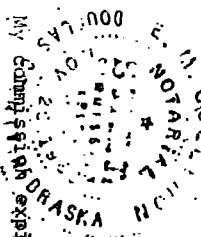
BY: [Signature]
JOE F. NEUVIRTH

[Signature]
EMELIE F. NEUVIRTH

STATE OF NEBRASKA)
) ss.
) COUNTY OF DOUGLAS)

I certify me, a Notary Public qualified for said County, personally came before me and Emelie F. Neuvirth, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal on this 11th day of September, 1944.



[Signature]
JOE F. NEUVIRTH
NOTARY PUBLIC

My Commission expires:
March 20, 1945

47-15

KNOW ALL MEN BY THESE PRESENTS:

THAT CAMPBELL SOUP COMPANY, A NEW JERSEY CORPORATION
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the
sum of ONE THOUSAND NINE HUNDRED FOURTEEN - Dollars (\$ 1,914.00) and other
valuable considerations, the receipt of which is hereby acknowledged does hereby grant
and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred
to as CITY, and to its successors and assigns, an easement for the right to construct,
maintain and operate a Sanitary Outfall Sewer, and appurtenances thereto, in, through,
and under the Permanent Easement Area described on Exhibit "A" attached hereto and made
a part hereof.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the
right of ingress and egress from said premises for the purpose of constructing, inspecting,
maintaining or operating said Sanitary Outfall Sewer at the will of the CITY. The GRANTOR
may, following construction of said Sanitary Outfall Sewer, continue to use the surface of
the easement strip conveyed hereby for agricultural or other purposes, subject to the
right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on over, or
across said easement strip by GRANTOR, his or their successors and assigns without express
approval of the CITY. Such improvements may include landscaping, or road, street or
parking area surfacing or pavement. Any trees, grass, and shrubbery placed on said easement
shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY
exercising its rights of inspecting, maintaining or operating said Sanitary Outfall Sewer.
3. That CITY shall cause any trench made on said easement strip to be properly refilled
and shall cause the premises to be left in a neat and orderly condition. This easement
is also for the benefit of any contractor, agent, employee, or representative of the CITY
4. That said GRANTOR for himself or themselves and his or their heirs, executors and ad-
ministrators does or do confirm with the said CITY and its assigns, that he or they, the
GRANTOR is or are well seized in fee of the above described property and that he or they
has or have the right to grant and convey this easement in the manner and form aforesaid,
and that he or they will, and his or their heirs, executors and administrators, shall war-
rant, and defend this easement to said CITY and its assigns against the lawful claim and
demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause
to be removed all presently existing improvements thereon, including but not limited to,
crops, vines, trees within the easement area as necessary for construction. Crop damage
in the future caused by CITY exercising its rights of inspecting, maintaining, or operating
said Sanitary Outfall Sewer will be compensated for in an amount based on the yield from the
balance of the field, less expenses for preparing a seed bed, fertilizing, planting, seed,
insecticides, herbicides, cultivating, harvesting or marketing as each may be applicable.
Payment will be by a single warrant made payable jointly to owner and tenant to be divided
by them as they may mutually agree.
6. That this instrument contains the entire agreement of the parties; that there are no
other different agreements or understandings, except a Temporary Construction Easement
if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR,
in executing and delivering this instrument, has not relied upon any promises, inducements,
or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s)
this 20th day of January A.D., 19 74.

CAMPBELL SOUP COMPANY

By John R. Hochreiner
Director, Industrial Research

Corporate

Seal

BY

President

ATTEST

Secretary

(Acknowledgement on reverse side hereof)

Agricultural Land
Owner (Tenant Operated)

1333470

47-1579

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____ and _____, Husband and _____, _____

Wife, to me known to be the identical persons who signed the foregoing easement, and they severally acknowledged the easement to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires on _____.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 19____, before me, a duly authorized Notary Public in and for said county, personally appeared _____

_____, an unmarried person personally known to me to be the identical person who signed the above easement as Grantor, and acknowledged the easement to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires on _____.

ACKNOWLEDGMENT BY CORPORATION

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

On this 9th day of January, 19 74, before me, a duly authorized Notary Public in and for said county, personally appeared John R. Hochreiner, Director, Industrial Research, ~~xxxxxxx~~ of the Campbell Soup Company, _____ a _____ New Jersey _____ Corporation, and _____

_____, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

Witness my hand and seal the day and year last above written.

Joseph F. Kotlarz
Notary Public

JOSEPH F. KOTLARZ
General Notary - State of Neb.
MY COMMISSION EXPIRES
October 20, 1977



My commission expires on _____.

47-15B

8
18 17

N-QUARTER

HARRISON — — — — — STREET

PERMANENT EASEMENT

TEMPORARY EASEMENT

CO. ROAD

POINT OF BEGINNING
TEMP CONSTRUCTION EASEMENT

POINT OF BEGINNING
PERM. EASEMENT

UNION PACIFIC R.R. R.O.W.
PAPILLION DRAINAGE

30' PERM. EASEMENT

EXISTING EASEMENT

85' TEMP CONSTRUCTION
EASEMENT

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND 17.36 ACRES MORE OR LESS DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST IN SARPY COUNTY, NEBRASKA; THENCE WEST ALONG THE EAST AND WEST ONE HALF SECTION LINE OF SECTION 17 FOR A DISTANCE OF 1004.5 FEET TO A POINT ON THE CENTERLINE OF THE PAPILLION DRAINAGE DITCH; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF THE PAPILLION DRAINAGE DITCH FOR A DISTANCE OF 1510.0 FEET TO A POINT ON THE NORTH AND SOUTH ONE HALF SECTION LINE OF SAID SECTION 17; THENCE NORTH ALONG THE SAID NORTH AND SOUTH ONE HALF SECTION LINE FOR A DISTANCE OF 1127.3 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE C.B. & Q. R.R. RIGHT OF WAY, THE C.B. & Q. R.R. RIGHT OF WAY AND THE NORTH ONE HALF OF THE PAPILLION DRAINAGE DITCH RIGHT OF WAY, AND SUBJECT TO AN EASEMENT OF THE SANITARY SEWER AND IMPROVEMENT DISTRICT NO. 124 ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, LYING NORTH OF THE C.B. & Q. R.R. DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17, THENCE SOUTH 00°14'20" EAST FOR A DISTANCE OF 344.84 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 56°41'50" WEST FOR A DISTANCE OF 344.14 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 251.33 FEET TO A POINT OF TANGENT; THENCE NORTH 60°22'00" WEST FOR A DISTANCE OF 151.07 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 631.60 FEET TO THE POINT OF BEGINNING, CONTAINING 2.772 ACRES MORE OR LESS.

ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 17 TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA LYING NORTH OF THE C.B. & Q. R.R. R.O.W. DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, SARPY COUNTY, NEBRASKA, THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 1717.55 FEET TO A POINT; THENCE SOUTH 60°22'00" EAST FOR A DISTANCE OF 300.01 FEET TO A POINT ON THE NORTH R.O.W. LINE OF THE C.B. & Q. R.R.; THENCE ALONG THE NORTHERLY CURVED R.O.W. LINE OF SAID C.B. & Q. R.R. ON A CURVE TO THE LEFT, AN ARC LENGTH OF 419.27 FEET TO A POINT OF COMPOUND CURVATURE, THENCE CONTINUING ON A CURVE TO THE LEFT AN ARC LENGTH OF 1601.63 FEET TO A POINT; THENCE NORTH 00°07'15" WEST FOR A DISTANCE OF 254.11 FEET TO THE POINT OF BEGINNING, CONTAINING 3.409 ACRES MORE OR LESS.

POINT OF PERM. EASEMENT

POINT OF TEMPORARY EASEMENT



NOTE: ALL BEARINGS SHOWN ARE BASED ON STATE PLANE COORDINATE SYSTEM

47-15C

8
18 17

N-QUARTER CORNER SEC. 17

HARRISON STREET

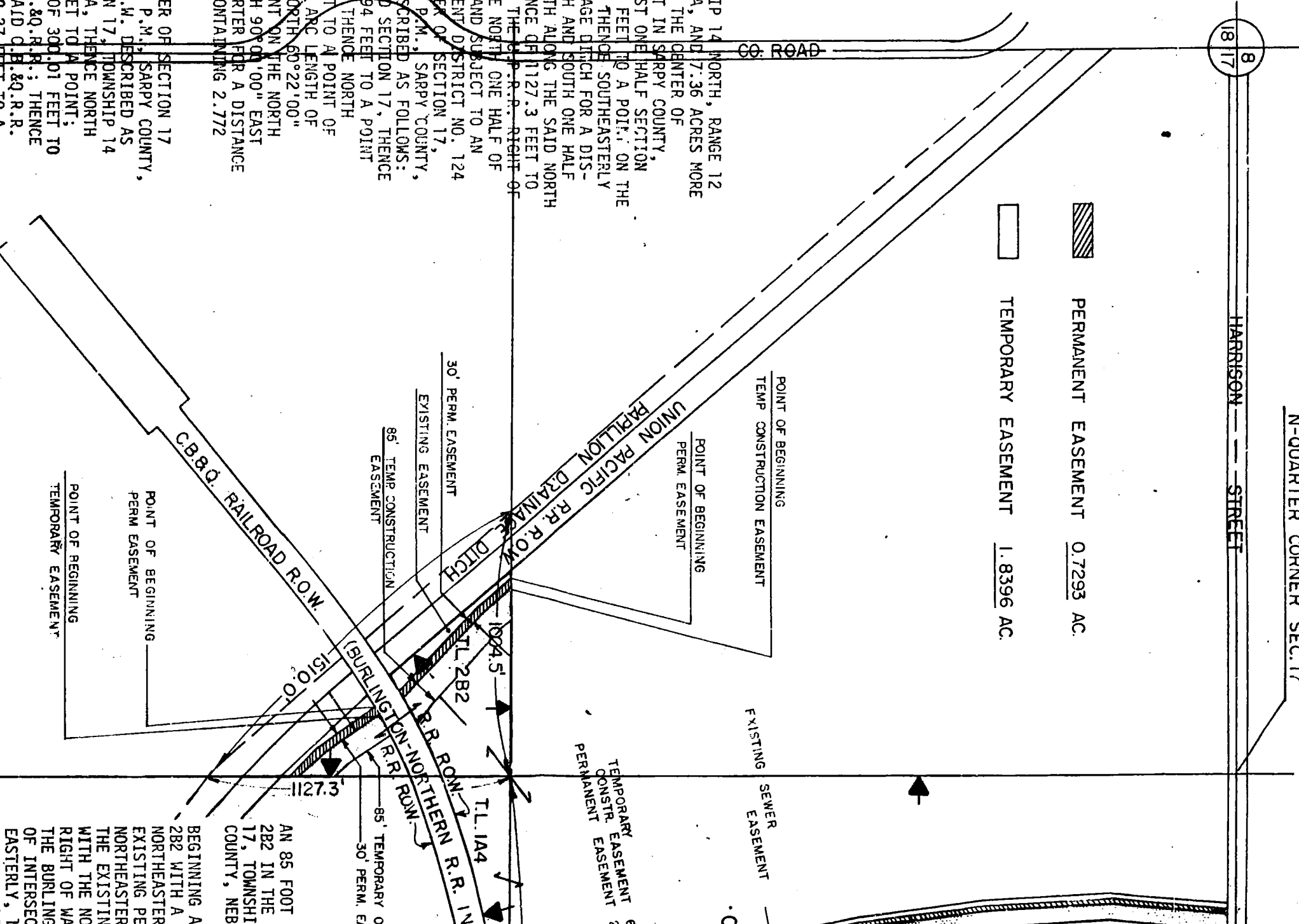
 PERMANENT EASEMENT 0.7293 AC.
 TEMPORARY EASEMENT 1.8396 AC.

CO. ROAD

, TOWNSHIP 14 NORTH, RANGE 12 NEBRASKA, AND 7:36 ACRES MORE NNING AT THE CENTER OF E 12 EAST IN SARPY COUNTY, T AND WEST ONE HALF SECTION F 1004.5 FEET TO A POINT ON THE E DITCH; THENCE SOUTHEASTERLY ON DRAINAGE DITCH FOR A DIST- THE NORTH AND SOUTH ONE HALF ENCE NORTH ALONG THE SAID NORTH A DISTANCE OF 1127.3 FEET TO HEREFROM THE S. R. R. RIGHT OF Y AND THE NORTH ONE HALF OF OF WAY, AND SUBJECT TO AN IMPROVEMENT OF DISTRICT NO. 124 ST QUARTER OF SECTION 17, THE 6TH P.M., SARPY COUNTY, . R. R. DESCRIBED AS FOLLOWS: R OF SAID SECTION 17, THENCE OF 344.84 FEET TO A POINT QUARTER; THENCE NORTH 4.14 FEET TO A POINT OF LEFT, AN ARC LENGTH OF THENCE NORTH 60°22'00" TO A POINT ON THE NORTH NCE NORTH 90°00'00" EAST EAST QUARTER FOR A DISTANCE NNING, CONTAINING 2.772

ST QUARTER OF SECTION 17 THE 6TH P.M., SARPY COUNTY, R.R. R.O.W. DESCRIBED AS F SECTION 17, TOWNSHIP 14 NEBRASKA, THENCE NORTH 17.55 FEET TO A POINT; DISTANCE OF 300.01 FEET TO THE C.B. & Q. R.R.; THENCE LINE OF SAID C.B. & Q. R.R. TH OF 419.27 FEET TO A CONTINUING ON A CURVE 63 FEET TO A POINT; THENCE OF 254.11 FEET TO THE 19 ACRES MORE OR LESS.

NOTE: ALL BEARINGS SHOWN ARE BASED ON THE NEBRASKA STATE PLANE COORDINATE SYSTEM SOUTH ZONE



AN 85 FOOT W 282 IN THE N 17, TOWNSHIP COUNTY, NEBR. BEGINNING AT 282 WITH A L NORTHEASTERL EXISTING PERL NORTHEASTERL THE EXISTING WITH THE NOR RIGHT OF WAYWY THE BURLINGST OF INTERSECT EASTERLY, 111 EASTERLY LIN WESTERLY, 111 NORTHEASTERL POINT OF INITI TO ITS POINT 282; THENCE POINT OF BEGG

R-12-E

7-15C

4-1-15D

SEC. 17

DOUGLAS COUNTY

COUNTY LINE

SARPY COUNTY

8 9
17 46

AC.
AC.

SCALE: 1" = 60'

CO. ROAD

CAMPBELL SOUP COMPANY.

FOR DESCRIPTION OF THESE EASEMENTS SEE SHEET NO. 30.

TEMPORARY EASEMENT
CONSTR. EASEMENT
PERMANENT

EXISTING SEWER EASEMENT

TL. 2B2

TL. 1A4

R.R. ROW

BURLINGTON-NORTHERN R.R. INC

85' TEMPORARY CONSTR. EASEMENT
30' PERM. EASEMENT

AN 85 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON TAX LOT 2B2 IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF TAX LOT 2B2 WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 30 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE BURLINGTON-NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF THE BURLINGTON-NORTHERN RAILROAD INC. RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 115 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE NORTHWESTERLY, 115 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF TAX LOT 2B2; THENCE WEST ALONG THE NORTH LINE OF TAX LOT 2B2 TO THE POINT OF BEGINNING.

REV NO.	DATE

R-12-E

THE NEBRASKA
TAX ZONE

44-1517

8
9
17
16

A 30 FOOT WIDE PERMANENT EASEMENT LOCATED ON TAX LOT 2B2 IN THE NORTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH RANGE 12 EAST, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT AND THE NORTH LINE OF TAX LOT 2B2; THENCE EAST ALONG THE NORTH LINE OF TAX LOT 2B2 TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 30 FEET NORTH-EASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS INTERSECTION WITH THE NORTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO THE POINT OF BEGINNING.

ALSO A 30 FOOT PERMANENT EASEMENT ON TAX LOT 2B2 BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS INTERSECTION WITH THE EAST LINE OF TAX LOT 2B2; THENCE NORTH ALONG THE EAST LINE OF TAX LOT 2B2 TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHWESTERLY 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY, TO THE POINT OF BEGINNING.

ALSO AN 85 FOOT TEMPORARY CONSTRUCTION EASEMENT ON TAX LOT 2B2 BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF TAX LOT 2B2; THENCE NORTH ALONG THE EAST LINE OF TAX LOT 2B2 TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE NORTHWESTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC., RIGHT OF WAY, TO THE POINT OF BEGINNING.

SCALE: 1"=400'

T-14-N

30

ED ON TAX LOT
R OF SECTION
SARPY
OWS:

LINE OF TAX LOT
RLY, 30 FEET
LINE OF AN
0 FEET

LINE OF
RAILROAD INC.
LY LINE OF
O ITS POINT
ID SOUTH-
H THE NORTH-
HENCE NORTH-
H THE
IT TO ITS
ASEMENT TO
TAX LOT
TO THE

REV. NO.	DATE:	DESCRIPTION	INITIALS

JOB NO. DESIGNED R.J.W. CHECKED M.E.L. SHEET 29			
SSIA-01 DRAWN J.L.S. DATE 5-22-72			
GOLLEHON, SCHEMMER & ASSOCIATES, INC. ARCHITECTS - ENGINEERS - PLANNERS OMAHA - DAVENPORT			
CAMPBELL SOUP COMPANY TRACT NO. 26			
EXHIBIT 'A'			
S.O.S. NO. 3610			
WEST PAPILLION CREEK			
SANITARY OUTLET SEWER			
CITY OF OMAHA PUBLIC WORKS DEPARTMENT			

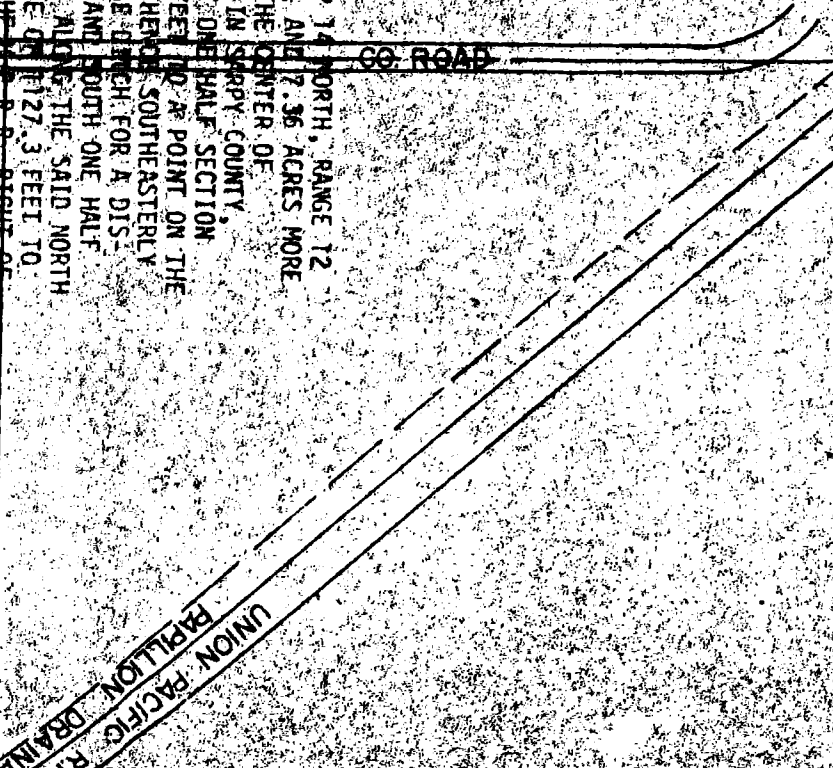
NEBRASKA

8
18 17

N-QUARTER

HARRISON

POINT OF BEGINNING
PERM. EASEMENT



THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND 17.36 ACRES MORE OR LESS DESCRIBED AS FOLLOWS, BEGINNING AT THE CENTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST IN SARPY COUNTY, NEBRASKA, THENCE WEST ALONG THE EAST AND WEST ONE HALF SECTION LINE OF SECTION 17 FOR A DISTANCE OF 1004.5 FEET TO A POINT ON THE CENTERLINE OF THE PAPILLION DRAINAGE DITCH, THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF THE PAPILLION DRAINAGE DITCH FOR A DISTANCE OF 1510.0 FEET TO A POINT ON THE NORTH AND SOUTH ONE HALF SECTION LINE OF SAID SECTION 17, THENCE NORTH ALONG THE SAID NORTH AND SOUTH ONE HALF SECTION LINE FOR A DISTANCE OF 1127.3 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE C.B.B.O. R.R. RIGHT OF WAY, THE C.B. & O. R.R. RIGHT OF WAY AND THE NORTH ONE HALF OF THE PAPILLION DRAINAGE DITCH RIGHT OF WAY, AND SUBJECT TO AN EASEMENT OF THE SANITARY SEWER AND IMPROVEMENT DISTRICT NO. 124 ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, LYING NORTH OF THE C.B. & O. R.R. DESCRIBED AS FOLLOWS, BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17, THENCE SOUTH 00°14'20" EAST FOR A DISTANCE OF 394.94 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER, THENCE NORTH 00°01'00" EAST ALONG SAID NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 631.60 FEET TO THE POINT OF BEGINNING, CONTAINING 2.772 ACRES MORE OR LESS.

ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA LYING NORTH OF THE C.B. & O. R.R. DESCRIBED AS FOLLOWS, BEGINNING AT THE CENTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, SARPY COUNTY, NEBRASKA, THENCE NORTH 80°00'00" EAST FOR A DISTANCE OF 1717.55 FEET TO A POINT, THENCE SOUTH 60°22'00" EAST FOR A DISTANCE OF 300.01 FEET TO A POINT ON THE NORTH R.O.W. LINE OF THE C.B. & O. R.R., THENCE ALONG THE NORTHERLY CURVED R.O.W. LINE OF SAID C.B. & O. R.R. ON A CURVE TO THE LEFT, AN ARC LENGTH OF 419.27 FEET TO A POINT OF COMPOUND CURVATURE, THENCE CONTINUING ON A CURVE TO THE LEFT AN ARC LENGTH OF 1601.63 FEET TO A POINT, THENCE NORTH 00°07'15" WEST FOR A DISTANCE OF 254.11 FEET TO THE POINT OF BEGINNING, CONTAINING 3.409 ACRES MORE OR LESS.

C.B.B.O. RAILROAD

STATE OF NEBRASKA

47-15E

N-QUARTER CORNER SEC. 17

8
18 17

HARRISON STREET

POINT OF BEGINNING
PERM. EASEMENT

S 2°0'58"W
33.10
N 2°0'58"E
2.63
N 3°3'14"E
449.32
S 3°3'14"W
447.92

N 5°2'12"W
448.90

N 9°42'20"W
449.27
S 9°42'20"E
447.82

N 14°13'20"W
449.79

N 13°34'21"W
449.43

S 13°34'21"E
448.57

N 19°0'14"W
462.71

TEMPORARY EASEMENT
CONSTR. EASEMENT
PERMANENT

EXISTING SEWER
EASEMENT

UNION PACIFIC RR
BURLINGTON DRAINAGE DITCH

CB&Q RAILROAD

RR ROW - T
NORTHERN RR ROW - T

TL 282

TL 1A4

17, TOWNSHIP 14 NORTH, RANGE 12
E, NEBRASKA, AND 7.56 ACRES MORE
PINNING AT THE CENTER OF
NGE 12 EAST IN SAPPY COUNTY,
AST AND WEST ONE HALF SECTION
OF 1004.5 FEET TO A POINT ON THE
AGE DITCH. THENCE SOUTHEASTERLY
LION DRAINAGE DITCH FOR A DIS-
N THE NORTH AND SOUTH ONE HALF
THENCE NORTH ALONG THE SAID NORTH
OR A DISTANCE OF 127.3 FEET TO
HEREFROM THE R.R. RIGHT OF
WAY AND THE NORTH ONE HALF OF
T OF WAY, AND SUBJECT TO AN
D IMPROVEMENT DISTRICT NO. 124
EAST QUARTER OF SECTION 17,
OF THE 6TH P.M., SAPPY COUNTY,
80, R.R. DESCRIBED AS FOLLOWS:
NER OF SAID SECTION 17, THENCE
CE OF 394.94 FEET TO A POINT
T QUARTER; THENCE NORTH
344.14 FEET TO A POINT OF
E LEFT, AN ARC LENGTH OF
T THENCE NORTH 60°22'00"
T TO A POINT ON THE NORTH
HENCE NORTH 90°00'00" EAST
THE EAST QUARTER PER A DISTANCE
GINNING, CONTAINING 2.772

EAST QUARTER OF SECTION 17
OF THE 6TH P.M., SAPPY COUNTY,
10, R.R. R.O.W. DESCRIBED AS
1 OF SECTION 17, TOWNSHIP 14
V, NEBRASKA, THENCE NORTH
1717.55 FEET TO A POINT;
1 DISTANCE OF 300.01 FEET TO
OF THE C.B. & Q. R.R.; THENCE
LINE OF SAID C.B. & Q. R.R.
NGTH OF 419.27 FEET TO A
ICE CONTINUING ON A CURVE
71.63 FEET TO A POINT; THENCE
ICE OF 254.11 FEET TO THE
409 ACRES MORE OR LESS

STATE OF NEBRASKA
COUNTY OF SAPPY

-15 E

R SEC. 17

S 02°00'58" W
33.10

DOUGLAS COUNTY

N 87°38'23" E

89
1716

COUNTY LINE

SARPY COUNTY

S 87°38'23" W
60.18

POINT OF BEGINNING
TEMP. CONST. EASEMENT

S 2°0'58" W
33.10
N 2°0'38" E
2.63
N 3°3'14" E
449.32
S 3°3'14" W
447.92

S 2°0'58" W
4.37
N 3°3'14" E
443.77

N 87°38'23" E
20.06

N 5°02'12" W
448.90
N 9°42'20" W
449.27
S 9°42'20" E
447.82

S 5°02'12" E
446.67
N 5°02'12" W
439.97

N 9°42'20" W
443.45

N 14°13'20" W
449.79

S 14°13'20" E
449.12

N 14°13'20" W
447.06

N 13°34'21" W
446.07

S 19°0'36" E
465.78

N 19°06'35" E
475.89

N 13°34'21" W
449.43
S 13°34'21" E
448.57
N 19°06'35" W
462.71

TEMPORARY EASEMENT 60
CONST. EASEMENT 70
PERMANENT EASEMENT 70

CAMPBELL SOUP COMPANY

EXISTING SEWER EASEMENT

TL. 1A3A

1004.5'

TL. 2B2

TL. 1A4

2040'

1717.55'

(BURLINGTON NORTHERN R.R. RUN)

R.R. ROW
NORTHERN R.R. (INC)

PERMANENT EASEMENT 12448 AC
TEMPORARY EASEMENT 37300 AC

SCALE 1" = 100'



BEA
11-21-72
ED

BEA
11-21-72
ED

11-19-13

89
1716

123'E

1/2" = 40'



SCALE 1" = 40'

TL. 1A3A

A 20 FOOT WIDE PERMANENT EASEMENT IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, IN SAPPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 87°38'23" EAST A DISTANCE OF 495.23 FEET ALONG THE NORTH LINE OF SAID SECTION 17; THENCE SOUTH 02°00'58" WEST A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°38'23" EAST A DISTANCE OF 20.06 FEET; THENCE SOUTH 02°00'58" WEST A DISTANCE OF 4.37 FEET; THENCE SOUTH 03°03'14" WEST A DISTANCE OF 447.92 FEET; THENCE SOUTH 05°52'12" EAST A DISTANCE OF 446.67 FEET; THENCE SOUTH 09°42'20" EAST A DISTANCE OF 447.82 FEET; THENCE SOUTH 14°13'20" EAST A DISTANCE OF 449.12 FEET; THENCE SOUTH 13°34'21" EAST A DISTANCE OF 448.57 FEET; THENCE SOUTH 19°06'38" EAST A DISTANCE OF 465.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, INC.; THENCE WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 20.40 FEET; THENCE NORTH 19°06'38" WEST A DISTANCE OF 462.77 FEET; THENCE NORTH 13°34'21" WEST A DISTANCE OF 449.43 FEET; THENCE NORTH 14°13'20" WEST A DISTANCE OF 449.79 FEET; THENCE NORTH 09°42'20" WEST A DISTANCE OF 449.27 FEET; THENCE NORTH 05°52'12" WEST A DISTANCE OF 448.90 FEET; THENCE NORTH 03°03'14" EAST A DISTANCE OF 449.32 FEET; THENCE NORTH 02°00'58" EAST A DISTANCE OF 2.63 FEET TO THE POINT OF BEGINNING.

A 60-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, IN SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 87°38'23" EAST A DISTANCE OF 515.29 FEET ALONG THE NORTH LINE OF SAID SECTION 17; THENCE SOUTH 02°00'58" WEST A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°00'58" WEST A DISTANCE OF 4.37 FEET; THENCE SOUTH 03°03'14" WEST A DISTANCE OF 447.92 FEET; THENCE SOUTH 05°52'12" EAST A DISTANCE OF 446.67 FEET; THENCE SOUTH 09°42'20" EAST A DISTANCE OF 447.82 FEET; THENCE SOUTH 14°13'20" EAST A DISTANCE OF 449.12 FEET; THENCE SOUTH 13°34'21" EAST A DISTANCE OF 448.57 FEET; THENCE SOUTH 19°06'38" EAST A DISTANCE OF 465.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, INC.; THENCE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 61.39 FEET; THENCE NORTH 19°06'38" WEST A DISTANCE OF 475.89 FEET; THENCE NORTH 13°34'21" WEST A DISTANCE OF 446.07 FEET; THENCE NORTH 14°13'20" WEST A DISTANCE OF 447.06 FEET; THENCE NORTH 09°42'20" WEST A DISTANCE OF 443.45 FEET; THENCE NORTH 05°52'12" WEST A DISTANCE OF 439.97 FEET; THENCE NORTH 03°03'14" EAST A DISTANCE OF 443.77 FEET; THENCE NORTH 02°00'58" EAST A DISTANCE OF 2.51 FEET; THENCE SOUTH 87°38'23" WEST A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING.

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
SANITARY OUTLET SEWER
WEST PAPILLION CREEK

EXHIBIT 'A'
CAMPBELL SOUP COMPANY

TRACT NO. 26

DESIGNED R.J.W. CHECKED M.E.L.
ARCHITECTS ENGINEERS PLANNERS
OMAHA DAVENPORT

11-21-72 BEARING DIRECTOR OF TEMP. R.L.W.
EASEMENT CORRECTED

DESIGNED R.J.W. CHECKED M.E.L. SHEET
DRAWN J.L.S. DATE 5-22-72 30-07

93-03603
STS (1A24455)

EASEMENT FOR SEWER AND DRAINAGE

This indenture made this 22nd day of ~~January~~ February, 1993, by and between BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska Limited Partnership (hereinafter referred to as "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Grantee").

W I T N E S S E T H :

That Grantor, in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a perpetual easement for the construction, maintenance and operation of a sanitary and/or storm sewer over, under and through that part of Lots 3 and 4, Brook Valley Business Park (the "Lots"), a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, more specifically located and described on Exhibit A attached hereto which is hereby incorporated in and made a part of this Easement by reference.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantor, its successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sanitary and/or storm sewer line installed and maintained by Grantee under the terms of this Easement at no expense to Grantor subject, however, to all applicable sewer use and sewage treatment charges. The approval of this term by Grantor and its successors and assigns shall be shown by recording this document with the Sarpy County Register of Deeds. This Easement and the license contained herein is given without any warranty whatsoever.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

Proof	_____	W
DE	_____	_____
Verify	_____	_____
Fines	_____	_____
Checked	_____	_____
Fees	11.00	_____

FILED SARPY CO. NE.
INSTRUMENT NUMBER
93 003603
93 FEB 25 PM 3:06

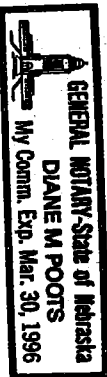
Carol A. Davis
ss.: REGISTER OF DEEDS

STATE OF NEBRASKA)
COUNTY OF SARPY)

BROOK VALLEY LIMITED PARTNERSHIP
A NEBRASKA LIMITED PARTNERSHIP
BY: PRIME REALTY, INC., GENERAL PARTNER
James V. McCart
JAMES V. MC CART, PRESIDENT

On this 22nd day of ~~January~~ February, 1993, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came James V. McCart, President of PRIME REALTY, INC., GENERAL PARTNER OF BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska Limited Partnership, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledge the same to be the voluntary act and deed of the corporation.

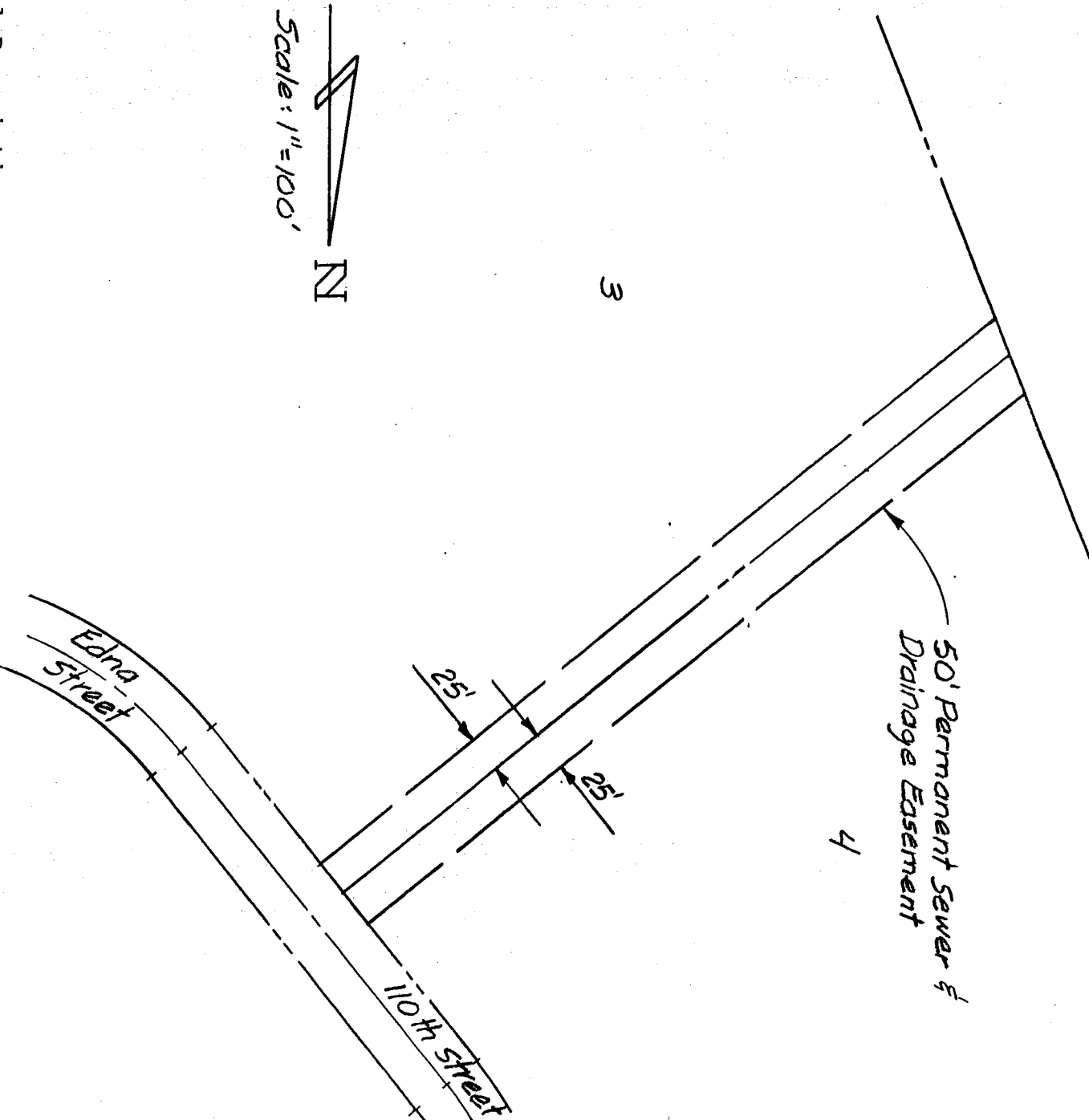
WITNESS my hand and notarial seal on the day and year last above written.



Diane M. Poots
Notary Public

My commission expires the _____ day of _____, 199__.
TD² File No. 850-101.10 003603

93-03603 A



Legal Description

The Northerly 25.00 feet in width of Lot 3 and the Southerly 25.00 feet in width of Lot 4, Brook Valley Business Park, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

JOB NO. 850-101
SHEET NO.
BOOK PAGE

93-03602

ST (TA-26605)

EASEMENT FOR SEWER AND DRAINAGE

This indenture made this 22nd day of February, 1993, by and between BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska Limited Partnership (hereinafter referred to as "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Grantee").

W I T N E S S E T H :

That Grantor, in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a perpetual easement for the construction, maintenance and operation of a sanitary and/or storm sewer over, under and through that part of Lots 5 and 6, Brook Valley Business Park (the "Lots"), a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, more specifically located and described on Exhibit A attached hereto which is hereby incorporated in and made a part of this Easement by reference.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantor, its successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sanitary and/or storm sewer line installed and maintained by Grantee under the terms of this Easement at no expense to Grantor subject, however, to all applicable sewer use and sewage treatment charges. The approval of this term by Grantor and its successors and assigns shall be shown by recording this document with the Sarpy County Register of Deeds. This Easement and the license contained herein is given without any warranty whatsoever.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

Proof	_____
D.E.	_____
Verify	_____
Filmed	_____
Checked	_____
Fee \$	11.00

FILED SARPY CO. NE.
INSTRUMENT NUMBER
93-003602

93 FEB 25 PM 3:06

Carol A. Davis
REGISTER OF DEEDS

STATE OF NEBRASKA
COUNTY OF Sarpy ss.:

BROOK VALLEY LIMITED PARTNERSHIP
A NEBRASKA LIMITED PARTNERSHIP

BY: James V. McCart
JAMES V. MC CART, PRESIDENT

BY: PRIME REALTY, INC., GENERAL PARTNER

On this 22nd day of February, 1993, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came James V. McCart, President of PRIME REALTY, INC., GENERAL PARTNER OF BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska Limited Partnership, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledge the same to be the voluntary act and deed of the corporation.

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

Diane M. Poots
Notary Public

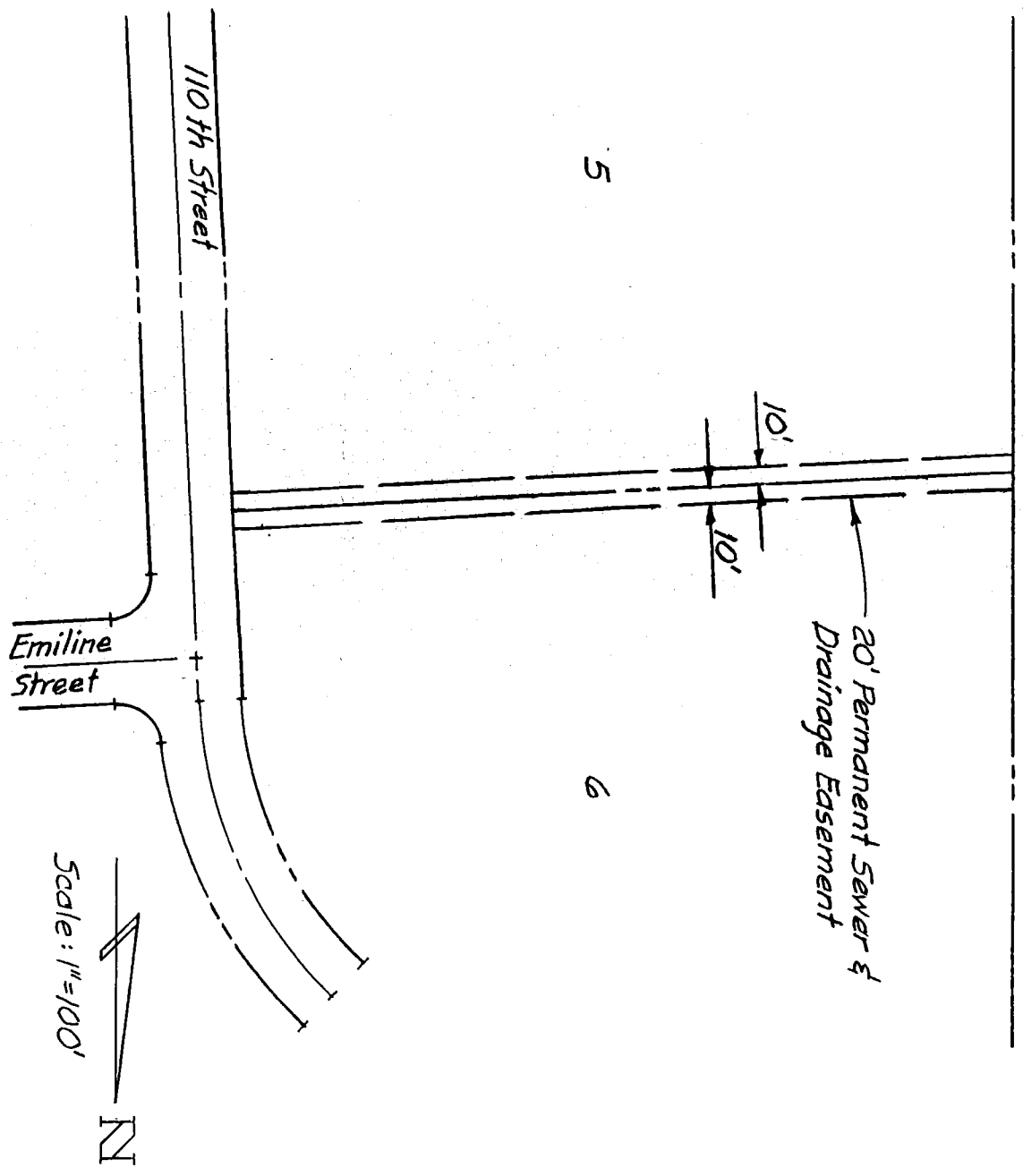
My commission expires the 22nd day of _____, 1993

TD² File No. 850-101.10



003602

93-03602A



Legal Description:

The Northerly 10.00 feet in width of Lot 5 and the Southerly 10.00 feet in width of Lot 6, Brook Valley Business Park, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

JOB NO. 850-101
SHEET NO.
BOOK PAGE

59-33225

EASEMENT-POLITICAL SUB-DIVISION-CORPORATION(GENERAL-page 1)
PROJECT: RS-3792(1) TRACT: 33

KNOW ALL MEN BY THESE PRESENTS:

THAT *United - A. G. Copernative, Inc.*

organized and existing under and by virtue of the laws of the State of Nebraska

hereinafter known as the Grantor, for and in consideration of the sum of EIGHT HUNDRED AND NO/100---(\$800.00)--- DOLLARS in hand paid does hereby grant and convey unto SARPY COUNTY, NEBRASKA hereinafter known as the Grantee and to its successors and assigns the following described permanent easement for FILL AND DRAINAGE purposes and the subsequent maintenance of same, situated in SARPY County, and State of Nebraska; to-wit:

A PARCEL OF LAND FOR FILL PURPOSES LYING IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 87 DEGREES, 38 MINUTES, 15 SECONDS WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 484.71 FEET; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82 DEGREES, 46 MINUTES, 45 SECONDS WEST, A DISTANCE OF 366.01 FEET; THENCE SOUTH 73 DEGREES, 35 MINUTES, 04 SECONDS WEST, A DISTANCE OF 96.30 FEET; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST, A DISTANCE OF 455.87 FEET TO THE POINT OF BEGINNING, CONTAINING 7,066.0 SQUARE FEET (0.16 ACRE), MORE OR LESS.

AND ALSO:

A PARCEL OF LAND FOR DRAINAGE PURPOSES LYING IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 508.54 FEET; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 78.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 20 SECONDS EAST, A DISTANCE OF 15.23 FEET; THENCE SOUTH 03 DEGREES, 03 MINUTES, 06 SECONDS WEST, A DISTANCE OF 22.97 FEET; THENCE SOUTH 87 DEGREES, 38 MINUTES, 15 SECONDS WEST, A DISTANCE OF 15.07 FEET; THENCE NORTH 03 DEGREES, 03 MINUTES, 06 SECONDS EAST, A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING, CONTAINING 335.0 SQUARE FEET (0.01 ACRE), MORE OR LESS.

AND ALSO:

A PARCEL OF LAND FOR FILL PURPOSES LYING IN TAX LOT 13 IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED A

Sub 17875

59-33254

PROJECT: RS-3792(1)

EASEMENT-POLITICAL SUB-DIVISION-CORPORATION(GENERAL-page 2)

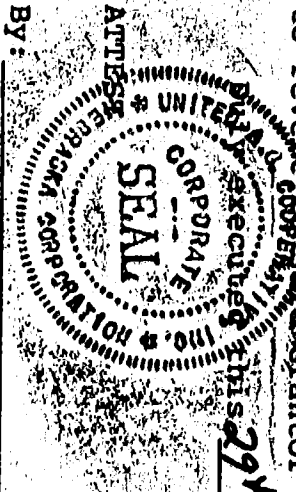
TRACT: 33

FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES, 38 MINUTES, 15 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 508.54 FEET; THENCE SOUTH 02 DEGREES, 21 MINUTES, 45 SECONDS EAST, A DISTANCE OF 78.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES, 03 MINUTES, 06 SECONDS WEST, A DISTANCE OF 22.97 FEET; THENCE SOUTH 87 DEGREES, 38 MINUTES, 15 SECONDS WEST, A DISTANCE OF 15.07 FEET; THENCE NORTH 03 DEGREES, 03 MINUTES, 06 SECONDS WEST, A DISTANCE OF 21.75 FEET TO THE POINT OF BEGINNING, CONTAINING 335.0 SQUARE FEET (0.01 ACRE), MORE OR LESS.

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to the grantor and to its successors and assigns.

By: Wm. J. Koenig this 29th day of September, 1986

SEAL



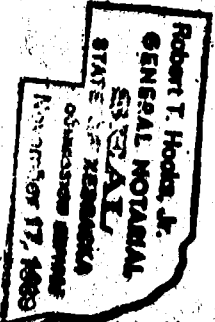
United-A.G. Corporation Inc
Corporation

By: Wm. J. Koenig VP Finance

STATE OF Nebraska)
County) ss. Douglas County)

On this 29 day of Sept, A.D., 1986, before me, a General Notary Public, duly commissioned and qualified, personally came

William J. Koenig
the duly authorized representatives of United-A.G. Corporation Inc



who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the foregoing instrument and persons who signed the execution thereof to be his, her or their voluntary act and deed.

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

Notary Public: Robert T. Hooda, Jr., 1986 OCT 27 PM 1:32
commission expires the 17 day of Nov, 1989.

Carl Hilbelink
REGISTER OF DEEDS

FILED 59 OF Nov
BOOK 3325
PAGE 3325

34-393

DUPLICATE ORIGINAL
UP Copy

Sewer Pipe Line Crossing,
near Papillion, Nebraska.

G. D. No. 47730-1

THIS AGREEMENT, made and entered into this

23rd day of *October*, 1964,

by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter called "Railroad Company"), and SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, a public corporation of the State of Nebraska (hereinafter called "Licensee"), WITNESSETH:

RECITALS:

The Licensee desires to construct, maintain and operate a 12-inch sanitary sewer pipe line (hereinafter referred to as "Pipe Line") across the right of way and under the track of the Railroad Company at a point 790.4 feet distant (when measured along the center line of said track) northwesterly of the south line of Section 17, Township 14 North, Range 12 East of the Sixth Principal Meridian, near Papillion, Sarpy County, Nebraska, in the location shown by dashed yellow lines on the print hereto attached dated September 3, 1964, and marked "Exhibit A."

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. RAILROAD COMPANY GRANTS RIGHT:

In consideration of the sum of Five Dollars (\$5.00) to be paid by the Licensee to the Railroad Company upon the execution and delivery of this agreement and in further consideration of the grants and approvals hereto contained to be by the Licensee heretofore obtained, the Railroad Company hereby grants to the Licensee, subject to the terms and conditions herein provided, the right by easement and hereafter, during the term hereof, to install and operate the Pipe Line across said right of way and under said track in the location shown by dashed yellow lines on Exhibit A.

FILED FOR RECORD IN SHERIDAN COUNTY NEBR. *8* 1964 *7* at *8* o'clock *PM*

AND RECORDED IN BOOK *34* OF *RECORDS* 1964

34
394

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire Railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others) and the right of the Railroad Company to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION AND MAINTENANCE.

The Pipe Line shall be constructed, maintained, repaired, renewed, modified and/or reconstructed by and at the expense of the licensee and all work on said right of way in connection therewith shall be done under the supervision and to the satisfaction of the Railroad Company. All expenses incurred by the Railroad Company in connection with said work for supervision or inspection, or otherwise, shall be borne by the licensee.

The portion of portions of the Pipe Line located, or to be located, underneath said track or tracks shall consist of 12-inch cast iron pipe in 100 feet of 20-inch steel casing

placed at a depth below the base of the rails of said track or tracks not less than that indicated on Exhibit A, and prior to the commencement of any work in connection with such portion or portions of the Pipe Line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Chief Engineer of the Railroad Company and then only under the supervision of said Chief Engineer or his representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time such work is being done, and, in the event the Railroad Company provides such support, the licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten per cent (10%) thereover elements of expense not capable of exact ascertainment.

The licensee shall keep and maintain the soil over the Pipe Line thoroughly compacted and the grade even with the adjacent surface of the ground.

PLX
7-20-60

14-335

Section 3. NOTICE OF COMMENCEMENT OF WORK.

The licensee shall notify the Railroad Company at least forty-eight hours in advance of the commencement of any work on said right of way in connection with the construction, maintenance, repair, removal, modification, reconstruction, relocation or removal of the pipe line.

Section 4. RELOCATION OR REMOVAL OF PIPE LINE.

The license herein granted is subject to the needs and requirements of the Railroad Company in the operation of its railroad and in the improvement and use of its property, and the licensee shall, at the sole expense of the licensee, move all or any portion of the pipe line to such new location or (unless the pipe line extends entirely across the right of way of the Railroad Company) remove the pipe line from said right of way, as the Railroad Company may designate, whenever, in the furtherance of such needs and requirements, the Railroad Company shall find such action necessary or desirable.

All the terms, conditions and stipulations herein expressed with reference to the pipe line on said right of way in the location heretofore described shall, so far as the pipe line remains on the right of way, apply to the pipe line as modified, changed or relocated within the contemplation of this section.

Section 5. NO INTERFERENCE WITH RAILROAD OPERATIONS.

The pipe line shall be constructed, maintained, repaired, renewed, operated, used, modified, reconstructed, relocated and/or removed in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks and other property of the Railroad Company, and nothing shall be done or suffered to be done by the licensee that would, in any manner, impair the safety of said tracks or other property.

Section 6. RESTORATION OF RAILROAD COMPANY'S PROPERTY.

In the event the licensee shall take down any fence of the Railroad Company or, in any manner, move or disturb any other property of the Railroad Company in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the pipe line, then, and in that event, the licensee shall, as soon as possible, and at the sole expense of the licensee, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the licensee shall indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons, whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbing of any other property of the Railroad Company.

Section 7. DISPOSAL OF PROPERTY.

In the event the Railroad Company shall dispose of any of its property upon which the Pipe Line is located, as herein provided, the license or permit herein granted, with respect to the portion of the Pipe Line located upon the property so disposed of, shall forthwith cease and determine.

Section 8. LIABILITY.

The licensee shall indemnify and hold harmless the Railroad Company from and against any and all liability, loss, damage, claim, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whatsoever, or damage to or loss or destruction of property whatsoever (including damage to the railroad, tracks, equipment or other property of the Railroad Company or property in its care or custody), when such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the Pipe Line, or in any other way whatsoever is due to, or arises because of, the existence of the Pipe Line or the construction, operation, maintenance, repair, removal, modification, reconstruction, relocation or removal of the Pipe Line or any part thereof, or to the contents therein or therefrom. And the licensee does hereby release the Railroad Company from all liability for damages on account of injury to the Pipe Line from any cause whatsoever.

Section 9. TERMINATION ON NONUSER OR DEFAULT.

If the licensee does not use the right herein granted or the Pipe Line for one year, or if the licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Railroad Company to the licensee specifying such default, the Railroad Company may, at its option, forthwith terminate this agreement. Notice of default and notice of termination may be served upon the licensee by mailing to the last known address of the licensee.

Section 10. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Within ninety days after the termination of this agreement, however, the licensee shall, at the sole expense of the licensee, remove the Pipe Line from said right of way and restore, to the satisfaction of the Railroad Company, said right of way and the roadbed of said track or tracks to as good condition as they were in at the time of the construction of the Pipe Line; and if the licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the licensee. In the event of the removal of the Pipe Line as in this section provided, the Railroad Company shall, in no manner, be liable to the licensee for any damage sustained by the licensee for or on account of such removal, and such removal shall, in no manner, prejudice or impair any right of action for damages or otherwise, that the Railroad Company may have against the licensee.

Nothing in this section contained shall obligate the licensee to remove the Pipe Line because of termination of this license with respect to same under the provisions of Article hereof in cases where the licensee shall have made arrangements for the continuation of the Pipe Line with the grantee or grantees of the Railroad Company.

Section 11. WAIVER OF BREACH.

The waiver by the Railroad Company of the breach of any condition, covenant or agreement herein contained to be kept observed and performed by the licensee shall in no way constitute the right of the Railroad Company to avail itself of any subsequent breach thereof.

Section 12. LICENSEE NOT TO ASSIGN.

The licensee shall not assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the Railroad Company.

Section 13. EFFECTIVE DATE - TERM.

This agreement shall take effect as of the 4th day of September, 1964, and shall continue in full force and effect until terminated as herein provided.

Section 14. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 12 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in duplicate as of the date first herein written.

Witness) **THE PACIFIC RAILROAD COMPANY,**

[Signature]
General Manager

Witness) **REGISTER AND IMPROVEMENT DISTRICT**

[Signature]
General Manager



34 398

OAD
Comp.

STATE OF NEBRASKA
COUNTY OF DOUGLAS

do hereby certify that

O. A. Durrant

before me, a Notary Public in and for said county of Douglas, Nebraska, personally appeared O. A. DURRANT, of the County of Douglas, State of Nebraska, known, and to me personally known to be the General Manager of Union Pacific Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument, and who being by me duly sworn, did say that he is the General Manager of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and that O. A. Durrant acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by its voluntary and lawful officers for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires August 31, 1969

John W. ...
NOTARY PUBLIC

Nebraska



(Seal)

ced

54-399

Nebr.
Corp.

STATE OF Nebraska
COUNTY OF Douglas as

On this 13th day of October

A. D. 1964, before me, a Notary Public duly commissioned and qualified in and for said County, personally seen

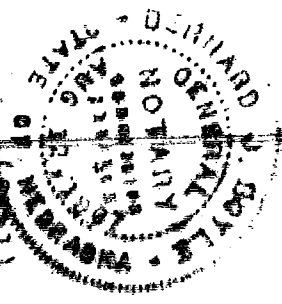
W. L. [Signature] Chairman, Board of Trustees,
LAWYERS [Signature] ATTORNEYS AT LAW OF NEBRASKA
OF COUNTY

who is personally known to me to be the intended person whose name is affixed to the foregoing instrument as Chairman, Board of Trustees, W. L. [Signature] Attorney at Law of Nebraska, W. L. [Signature] Attorney at Law of Nebraska of said County, who is intended subject said instrument to

be his voluntary act and deed and the instrument is not and does not purport to be a mortgage, deed, or other instrument of said County.

WITNESS my hand and notarial seal at Omaha Nebraska, on the day and year above mentioned.

My commission expires April 1967



[Signature]
Notary Public

Residing at [Signature]

no

45-559 P.S.O 3642

Project No. 7158

Tract 1

PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 16 day of May, 1972, between Mackeden, LTD, a limited partnership hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 65 of Sarpy County, Nebraska, hereinafter referred to as "SID", and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

That said Grantors in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to Grantors in hand paid by said SID, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said SID and City and their assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary or storm sewer pipe or both for the passage of water and sewage, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, in, through, over and under the parcel of land described as follows, to-wit:

A 40 foot wide permanent sewer and drainage easement 10 feet right and 30 feet left of the following described centerline in the W 1/2, SE 1/4 of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the SE 1/4 of said Section 17; thence N01°10'31"W (assumed bearing) along the West line of the SE 1/4 of said Section 17, a distance of 1102.97 feet to the point of beginning; thence S89°37'37"E, a distance of 288.68 feet; thence N41°25'58"E, a distance of 174.13 feet to a point of termination on the Southwesterly line of a Union Pacific Railroad right-of-way, said point of termination being N88°54'38"E along the South line of the SE 1/4 of said Section 17, a distance of 404.63 feet, and N01°05'22"W, a distance of 1223.94 feet from the Southwest corner of the SE 1/4 of said Section 17. (See Exhibit B attached hereto and made a part hereof.)

No buildings, improvements or structures, shall be placed, in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of said SID and said City; provided, however, that a paved, macadam, rocked, asphalt or other hard surfaced street or parking lot, and trees, grass and shrubbery, may be installed within said easement by Grantor, his or their successor and assigns, and that in the event it becomes necessary to remove or replace said street, parking lot, trees, grass or shrubbery, in order to repair or maintain said street or line, the removal or repair of said street or parking lot shall be done at the expense of SID and its successors and assigns and said premises shall be restored by SID and its successors and assigns to the condition thereof before said removal or repair.

FILED FOR RECORD 5-23-72 AT 8:07 A.M. IN BOOK 45 OF Tapie Rec.
PAGE 252 Paul & Hillocks REGISTER OF DEEDS, SARPY COUNTY NEB.
9.25
16 # 016888

Said SID shall cause any trench made on aforesaid realty to be properly refilled, and shall cause Grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition.

This easement is also for the benefit of any contractor, agent, employee and representative of the SID and said City in any of said construction and work.

Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that he or they, the Grantors is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant and defend this easement to said SID and City and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hands and seal(s) the day and year first above written.

Wichita, Kan.

Ray F. Little, Notary Public

STATE OF NEBRASKA)
COUNTY OF SARRE) SS

On this 16th day of May, 1972, before me, a Notary Public in and for said County, personally came Randy Miller

Partner of Mackler, Inc., who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

William B. Welford
Notary Public



EXHIBIT "B"

SEWER & DRAINAGE EASEMENT S & I. D. No. 65 SARPY COUNTY, NEBRASKA

Scale: 1"=100'

