

46-391

PROJECT NO. S.O.S. 3610
TRACT NO. 25

PERMANENT SEWER EASEMENT
FILED FOR RECORD AT 3:00 P.M. IN BOOK 44 OF PAGE 25
PAGE 391 Carl & Helma Mack
REGISTER OF DEEDS, SANFORD COUNTY, N.C.

THAT MACKEDON, LTD.

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Four Thousand Nine Hundred Nineteen Dollars (\$4,919.00) 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 and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators 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 warrant, defend 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 containing 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 17th day of June, A. D., 1973.

Carl Mackedon
Name of Corporation
Helma Mackedon
Secretary

Corporate Seal
BY _____ President
ATTEST _____ Secretary
(Acknowledgement on reverse side hereof)

Agricultural Land
Owner (Tenant Operated)

Rec # 028855

46-391A

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

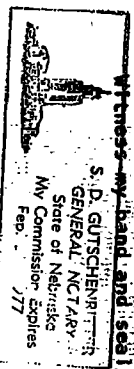
STATE OF Virginia }
COUNTY OF Lowland } SS

On this 6th day of June, 1973, before me, a duly authorized Notary Public in and for said county, personally appeared Kurt Miller

Edward Lewis J. Buckles, Jr., 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 Feb 17, 1977.

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS

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

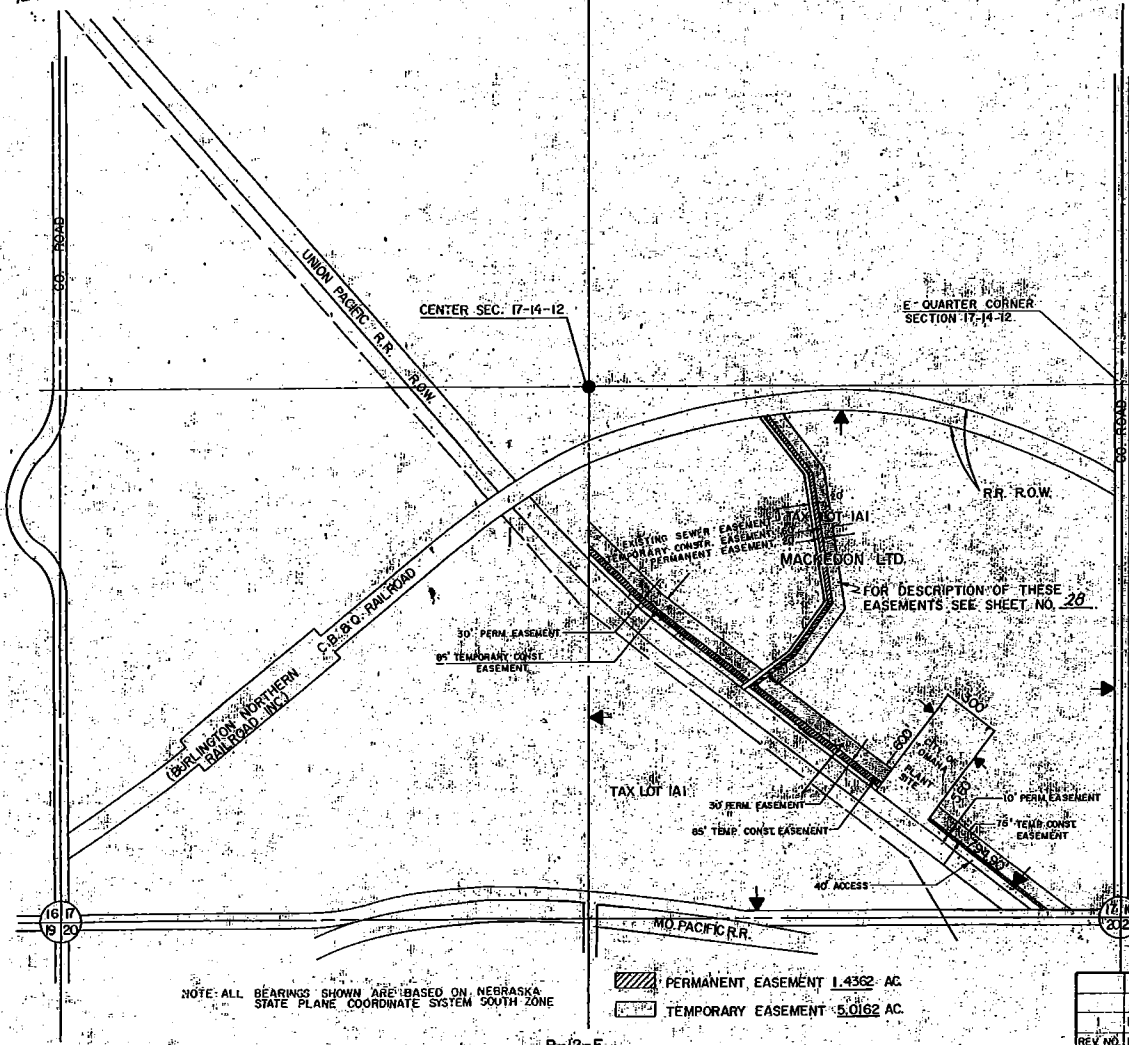
Notary Public

My commission expires on _____.

46-391 B

46-391 C

46-391 D



THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THE RIGHTS OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, UNION PACIFIC RAILROAD AND MISSOURI-PACIFIC RAILROADS AND PUBLIC HIGHWAYS, ALSO EXCEPT THAT PORTION CONDEMNED BY SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA.

A 30 FOOT AND A 10 FOOT WIDE PERMANENT EASEMENT ON THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF AND DIRECTLY ADJACENT TO AN EXISTING 20 FOOT WIDE PERMANENT EASEMENT ALONG THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AND EXTENDING FROM THE NORTHEASTLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE WEST LINE OF SAID TAX LOT 1A1 EXCEPT THEREFROM A 20 FOOT WIDE STRIP ALREADY USED FOR PERMANENT EASEMENT, ALSO A 10 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF AND DIRECTLY ADJACENT TO THE 40 FOOT WIDE ACCESS TO THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE SOUTH LINE OF SAID TAX LOT 1A1.

AN 85 FOOT AND 75 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN 85 FOOT WIDE STRIP OF LAND BEGINNING FROM THE NORTHEASTLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE WEST LINE OF SAID TAX LOT 1A1 AND EXTENDING NORTH 1/4 INCH TO 10 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID NORTHEASTLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, EXCEPT THEREFROM THAT PORTION ALREADY TAKEN FOR PERMANENT EASEMENTS.

ALSO A 75 FOOT WIDE STRIP OF LAND BEGINNING FROM THE NORTHEASTLY LINE OF THE CITY OF OMAHA SEWAGE TREATMENT PLANT SITE TO THE SOUTH LINE OF SAID TAX LOT 1A1 AND EXTENDING NORTH 1/4 INCH TO 10 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD.

SCALE: 1"=400'

T-14-N

R-12-E

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

SANITARY OUTLET SEWER
WEST PAPPILLION CREEK

505 W. 240

EXHIBIT PLAN
MACEYDON LTD.

TRADE NO. 25

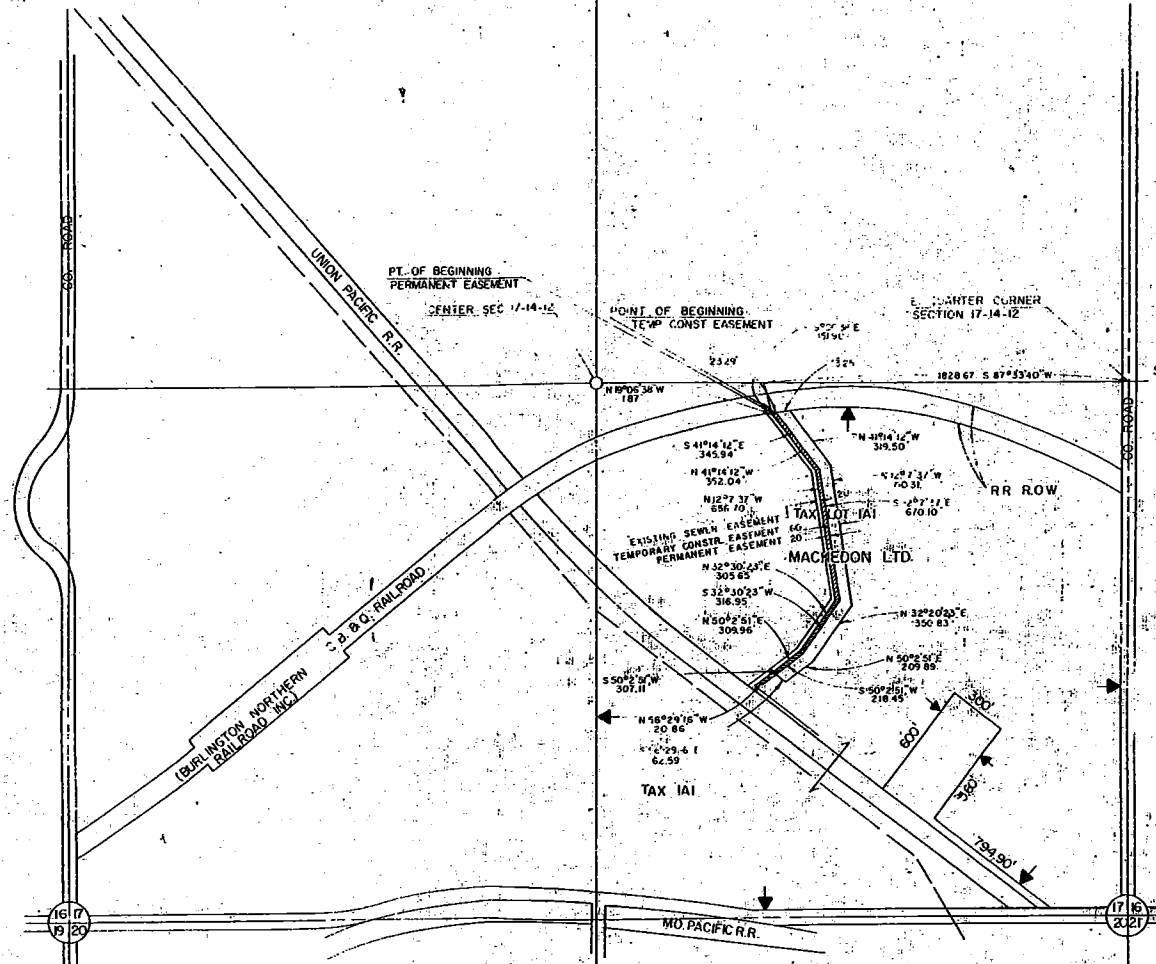
GOLLEKON, SCHWENK & ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
OMAHA - DAVENPORT

REV. NO.	DATE	DESCRIPTION	INITIALS	JOB NO.	DESIGNED BY	CHECKED BY	SHEET
1	11-21-72	EASEMENT LABELING CORRECTED	R.J.W.	551A-01	DRAWN U.L.C.	DATE 5-22-72	77 OF 12

46-391 E

46-391 F

46-391 G



THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 24TH W. SAPPY COUNTY, NEBRASKA, EXCEPT THE RIGHTS OF WAY OF THE BURLINGTON AND RAILROAD, UNION PACIFIC RAILROAD AND THE PACIFIC RAILROAD; AND PUBLIC HIGHWAYS, ALSO EXCEPT THAT PORTION SCHEMED BY SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF SAPPY COUNTY, NEBRASKA.

A 20 FOOT WIDE PERMANENT EASEMENT IN THE SOUTHEAST 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 EAST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 77°33'40" WEST A DISTANCE OF 1828.67 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 19°06'38" EAST A DISTANCE OF 151.90 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, INC.; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE A DISTANCE OF 23.29 FEET; THENCE SOUTH 47°14'32" EAST A DISTANCE OF 345.94 FEET; THENCE SOUTH 12°09'37" EAST A DISTANCE OF 670.10 FEET; THENCE SOUTH 32°30'23" WEST A DISTANCE OF 316.95 FEET; THENCE SOUTH 50°02'51" WEST A DISTANCE OF 307.11 FEET; THENCE NORTH 56°29'16" WEST A DISTANCE OF 20.86 FEET; THENCE NORTH 50°02'51" EAST A DISTANCE OF 309.96 FEET; THENCE NORTH 32°20'23" EAST A DISTANCE OF 305.65 FEET; THENCE NORTH 12°07'37" WEST A DISTANCE OF 656.72 FEET; THENCE NORTH 41°14'12" WEST A DISTANCE OF 352.04 FEET; THENCE NORTH 9°16'38" WEST A DISTANCE OF 1.87 FEET TO THE POINT OF BEGINNING.

A 60 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT IN THE SOUTHEAST 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 EAST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 77°33'40" WEST A DISTANCE OF 1828.67 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 19°06'38" EAST A DISTANCE OF 151.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, INC.; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE A DISTANCE OF 23.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°14'32" EAST A DISTANCE OF 345.94 FEET; THENCE SOUTH 12°09'37" EAST A DISTANCE OF 670.10 FEET; THENCE SOUTH 32°30'23" WEST A DISTANCE OF 316.95 FEET; THENCE SOUTH 50°02'51" WEST A DISTANCE OF 218.45 FEET; THENCE SOUTH 56°29'16" EAST A DISTANCE OF 62.59 FEET; THENCE NORTH 50°02'51" EAST A DISTANCE OF 209.89 FEET; THENCE NORTH 32°20'23" EAST A DISTANCE OF 350.83 FEET; THENCE NORTH 12°07'37" WEST A DISTANCE OF 750.31 FEET; THENCE NORTH 41°14'12" WEST A DISTANCE OF 310.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD, INC.; THENCE WEST ALONG THE RIGHT OF WAY LINE A DISTANCE OF 23.29 FEET TO THE POINT OF BEGINNING.

SCALE 1"=400'

NEBRASKA ENGINEERS AND SURVEYORS BOARD
STATE OF NEBRASKA
J. RONALD ST. JOHN, P.E.

PERMANENT EASEMENT 0.7439 AC.
TEMPORARY EASEMENT 2.1639 AC.

EXHIBIT LABELS CORRECTED BEARING
11-21-72 IN TEMP EASEMENT CORRECTED
DATE 5-22-72

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
SANITARY OUTLET SEWER
WEST PAVILION CREEK
NO. 3610
EXHIBIT "A"
MACKEDON LTD.
TRACT NO. 25
ENGINEERS & ARCHITECTS
OMAHA - DAVENPORT

Ret: 29

94-07317

INSTRUMENT NUMBER
94-07317
94 APR -1 AM 9:09
Carol J. Garrison
REGISTER OF DEEDS

Proof	<input checked="" type="checkbox"/>
D.E.	<input checked="" type="checkbox"/>
Verify	<input checked="" type="checkbox"/>
Fimed	<input checked="" type="checkbox"/>
Checked	<input checked="" type="checkbox"/>
Fee \$	20.52

NEBRASKA DOCUMENTARY STAMP TAX
APR -1 1994
\$1627.50 BY <i>See</i>

PARTNERSHIP WARRANTY DEED

THE GRANTOR, Mackedon, Ltd., a Nebraska limited partnership, by Chester A. McCurdy and Keith Miller, General Partners, in consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, conveys to Brook Valley Limited Partnership the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Sarpy County, Nebraska:

SEE ATTACHED EXHIBIT "A"

THE GRANTOR covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record, and subject to all regular taxes and special assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: Mack 25, 1994

MACKEDON, LTD., a Nebraska Limited Partnership

By: *Chester A. McCurdy*
Chester A. McCurdy, General Partner

By: *Keith Miller*
Keith Miller, General Partner

STATE OF NEBRASKA
COUNTY OF SARPY

The foregoing instrument was acknowledged before me this 25th day of March, 1994 by Chester A. McCurdy and Keith Miller, General Partners of Mackedon, Ltd., a Nebraska Limited Partnership, on behalf of the partnership.

Shirley P. Hill
Notary Public



07317

ATI

94-07317A

EXHIBIT A

The Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, except the Right of Way of the Chicago, Burlington, and Quincy Railroad, Union Pacific Railroad, and Missouri Pacific Railroad, and public highways; further excepting that part condemned by Sanitary Improvement District No. 124 of Douglas County, Nebraska by Return of Appraisers in Book 33 at Page 523 described as follows:

Beginning at the intersection of the South line of Section 17 with the Northeast Right-of-Way line of the Union Pacific Railroad; proceeding thence Northwesterly along the Northeast Right-of-Way line of the Union Pacific Railroad a distance of 1,040.00 feet; thence on a deflection to the right of 90° a distance of 600.00 feet; thence on a deflection to the right of 90° a distance of 300.00 feet; thence on a deflection to the right of 90° a distance of 560.00 feet; thence on a deflection to the left 90°, running parallel to and 40.00 feet Northeast of the Northeast Right-of-Way line of the Union Pacific Railroad a distance of 790 feet more or less to the South line of said Section 17; thence West along the South line of said Section 17, a distance of 71 feet more or less to the Point of Beginning;

Further excepting that 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. Railroad Right-of-Way, described as follows: Commencing at the East Quarter Corner of said Section 17, thence South 00°14'20" East for a distance of 394.94 feet to the Point of Beginning; thence continuing South 00°14'20" East for a distance of 49.68 feet to a point on the Northerly Right-of-Way line of the C.B.&Q. Railroad; thence North 61°52'00" West for a distance of 158.19 feet along the Northerly Right-of-Way line of said C.B.&Q. Railroad to a point of curve; thence along the Northerly curved Right-of-Way line of C.B.&Q. Railroad on a curve to the left an arc length of 581.50 feet to a point; thence North 60°22'00" West for a distance of 300.01 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 303.37 feet to a point; thence South 60°22'00" East for a distance of 151.07 feet to a point of curve; thence along a curve to the right, an arc length of 251.33 feet to a point of tangent; thence South 56°41'50" East for a distance of 344.14 feet to the Point of Beginning;

Continued on next page

Further excepting those tracts of land in the Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., 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 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; and Beginning at the center of Section 17, Township 14 North, Range 12 East, 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 Right-of-Way line of the C.B.&Q. Railroad; thence along the Northerly curved Right-of-Way line of said C.B.&Q. Railroad 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;

Further excepting that part of the Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, lying South of the Right-of-Way of the Union Pacific Railroad;

And further excepting a tract of land located in part of tax lot 1A1A in the Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the Southeast corner of said Quarter Section; thence South 87°30'46" West, a distance of 334.51 feet along the South line said Quarter Section; thence North 56°21'35" West, a distance of 513.30 feet; thence North 33°38'25" East, a distance of 10.00 feet; thence South 65°11'31" East, a distance of 241.42 feet; thence North 87°30'46" East, a distance of 200.00 feet; thence South 02°29'14" East, a distance of 75.00 feet; thence North 87°30'46" East, a distance of 150.00 feet; thence North 42°30'46" East, a distance of 106.7 feet; thence North 01°41'37" East, a distance of 300.51 feet; thence North 14°00'37" East, a distance of 104.40 feet; thence North 87°18'40" East, a distance of 50.00 feet to a point on the East line of said Quarter Section; thence South 02°41'20" East, a distance of 600.00 feet along the East line of said Quarter Section to the Point of Beginning;

Continued on next page

Exhibit A Continued

94-07317C

All together with that portion of the Southwest Quarter of section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, lying South of the C.B.&Q. Railroad Right-of-Way and East of the Union Pacific Railroad Right-of-Way, also known as Tax Lot 2B2.

All of the above except that part of the Southeast Quarter of the Southeast Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence South 87°30'46" West (assumed bearing) 335.70 feet on the South line of said Southeast Quarter to the Southeast corner of Tax Lot 1B; thence North 56°24'58" West 513.41 feet on the Northeastly line of said Tax lot 1B to the Point of Beginning, said point being on the North line of Giles Road; thence continuing North 56°24'58" West, 281.04 feet on the Northeastly line of said Tax Lot 1B; thence North 33°35'02" East, 560.04 feet on the Southeastly line of said Tax Lot 1B to the most Easterly corner thereof; thence South 56°24'58" East, 147.76 feet on the Southeastly extension of the Northeastly line of said Tax lot 1B; thence South 02°29'14" East 633.43 feet to the North line of Giles Road; thence North 65°26'05" West 242.68 feet on the North line of Giles Road; thence South 33°35'02" West 10.00 feet on the North line of Giles Road to the Point of Beginning.

45-229

EASEMENT

THIS INSTRUMENT, made and entered into this 2nd day of May, 1972, between CAMPBELL SOUP COMPANY, a New Jersey corporation, party of the first part, and BURLINGTON NORTHERN INC., a Delaware corporation, of 176 East Fifth Street, St. Paul, Minnesota 55101, party of the second part:

WITNESSETH: That the said party of the first part, in consideration of One and no/100 Dollar (\$1.00) to it and paid by the said party of the second part the receipt of which is hereby acknowledged and confessed, has given, granted and conveyed, and by these presents does, give, grant and convey unto the said party of the second part, its successors and assigns, the right, license, privilege and permanent easement 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 that part of the Northeast Quarter (NE¼) of Section Seventeen (17) and the Northwest Quarter (NW¼) of Section Sixteen (16), Township Fourteen (14) North, Range Twelve (12) East of the Sixth Principal Meridian, Sarpy County, Nebraska, as shaded in red color on Burlington Northern Inc. print dated December 3, 1971, attached hereto and made a part hereof, and for such purposes to take, use, occupy and enjoy said land for a right of way.

Party of the second part agrees to and does hereby indemnify party of the first part from and against all claims or demands for injury to or death of the person or damage to or destruction of the property of any person or persons whomsoever, arising from or growing out of the construction, maintenance or operation of railroad trackage upon the premises covered by this easement, due solely to the acts or omissions of the party of the second part, its agents or employees.

FILED FOR RECORD 5-11-72 12:50 P.M. IN BOOK 45 OF Marie Ford REGISTER OF DEEDS, SARPY COUNTY NEB.
PAGE 229 Carl & Helen

Approved 53 to form
Asst. Gen. Secy.
Law Dept. B.M.I.

File # 016621

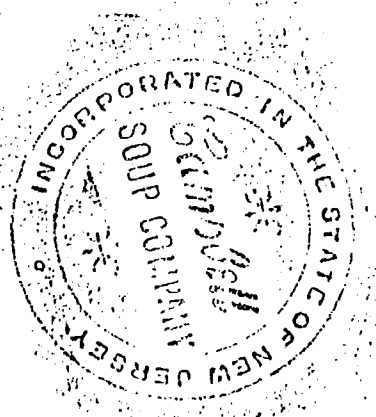
45-2294

IN WITNESS WHEREOF, said party of the first part has here-
unto set its hand and seal the day and the year first above written.

CAMPBELL SOUP COMPANY

BY *[Signature]*
Treasurer

ATTEST:
BY *[Signature]*
Assistant Secretary



STATE OF NEW JERSEY)
) ss.
COUNTY OF CAMDEN)

On this 2nd day of May, A.D., 1972,

before me, a Notary Public duly commissioned and qualified in and for
said County, personally came the above named D. H. Springer,

Treasurer and R. I. Baker, Assistant Secretary of

Campbell Soup Company, who are personally known to me to be the
identical persons whose names are affixed to the above deed as

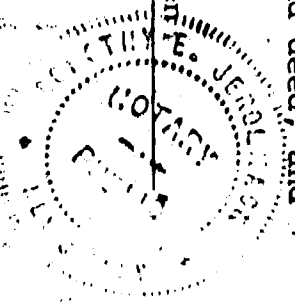
Treasurer and Assistant
and/Secretary of said corporation, and they

acknowledged the instrument to be their voluntary act and deed, and
the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Camden
in said County, the date aforesaid.

[Signature]
Notary Public.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 1, 1976



THIS EASEMENT IS RE-RECORDED TO CORRECT ERRORS IN EXHIBITS A AND B ATTACHED HERETO.

PERMANENT EASEMENT

THIS EASEMENT AGREEMENT, made this 27th day of February, 1978 between the undersigned, CAMPBELL SOUP COMPANY, a New Jersey corporation, herein called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA, its successors and assigns, herein called "Grantee",

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith convey, give and grant unto the Grantee a permanent easement over, on, across, and under the real property in Sarpy County, Nebraska, as described and drawn in Exhibits "A" and "B" respectively attached hereto.

2. The scope and purpose of said Easement is for the maintenance, repair, replacement and renewal of a sanitary sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purposes of the Easement.

3. Grantor agrees not to place any building or other structure of any kind on the permanent easement area except that railroad tracks, ties, and all other appurtenances required to construct and operate a railroad spur track or multiple spur tracks, paving, storm sewers, and gas, water, electricity or telephone utility lines and structures shall be permitted and the permanent easement area may be used by Grantor for parking, storm sewers and utility and rail access to its lands. Grantor further agrees not to do any thing upon the permanent easement area which would impair the efficient operation and flow of sanitary sewage through the sewer lines located in the permanent easement area. Grantor further agrees that it will adjust the manholes to grade level in the event of any change of grade of the permanent easement area.

4. By accepting and recording this Easement, Grantee agrees to make good or cause to be made good to the owner or owners of the property in which same are planted or constructed any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to crops, trees, grounds, railroad tracks, or other permitted improvements abutting thereon.

5. Grantor does hereby covenant and agree with the said Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said permanent easement; and Grantor further hereby covenants to warrant and defend said easement ways against the lawful claims of all persons whomsoever.

6. This easement grant shall run in favor of and be binding upon the respective successors and assigns, contractors, and agents of the Grantor and Grantee.

Carl L. Hillel
REGISTER OF DEEDS, SARPY COUNTY, NEB.

51-88

51.882

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the day and year first above written.

CAMPBELL SOUP COMPANY, a
New Jersey Corporation,

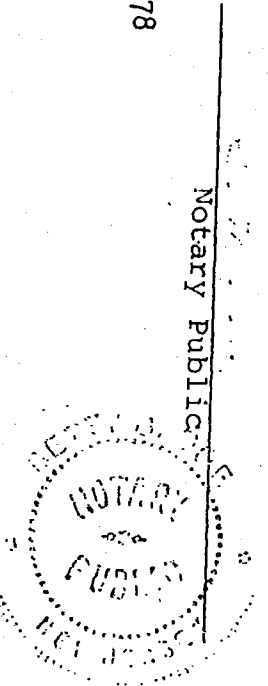
By *W. A. Schmidt*
Title: Vice President - Capital
Improvements

STATE OF NEW JERSEY)
) SS.
COUNTY OF CAMDEN)

On this 27th day of January, 1978, before me, a Notary Public, personally appeared W. A. Schmidt and the same person who signed the foregoing document on behalf of said corporation, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year first above written.

My Commission expires: July 19, 1978



51-88B

LEGAL DESCRIPTION
PERMANENT SEWER EASEMENT

THE FOLLOWING IS A LEGAL DESCRIPTION FOR A PERMANENT SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 RANGE 12E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.; THENCE NORTH 08°27'08" WEST A DISTANCE OF 510.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°54'51" WEST A DISTANCE OF 1,049.56 FEET; THENCE SOUTH 37°45'36" WEST A DISTANCE OF 152.94 FEET; THENCE SOUTH 02°09'51" WEST A DISTANCE OF 191.44 FEET; THENCE NORTH 89°52'01" WEST A DISTANCE OF 464.83 FEET; THENCE SOUTH 80°14'24" WEST A DISTANCE OF 151.08 FEET; THENCE NORTH 16°41'23" WEST A DISTANCE OF 20.15 FEET; THENCE NORTH 80°14'24" EAST A DISTANCE OF 155.24 FEET; THENCE SOUTH 89°52'01" EAST A DISTANCE OF 447.25 FEET; THENCE NORTH 02°09'51" EAST A DISTANCE OF 178.56 FEET; THENCE NORTH 37°45'36" EAST A DISTANCE OF 167.06 FEET; THENCE NORTH 79°54'51" EAST A DISTANCE OF 1,064.40 FEET; THENCE ON A 1,450 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 21.24 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SEWER EASEMENT CONTAINS APPROXIMATELY 0.92 ACRES (40,224.18 SQUARE FEET).

EXHIBIT "A"

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • PLANNERS

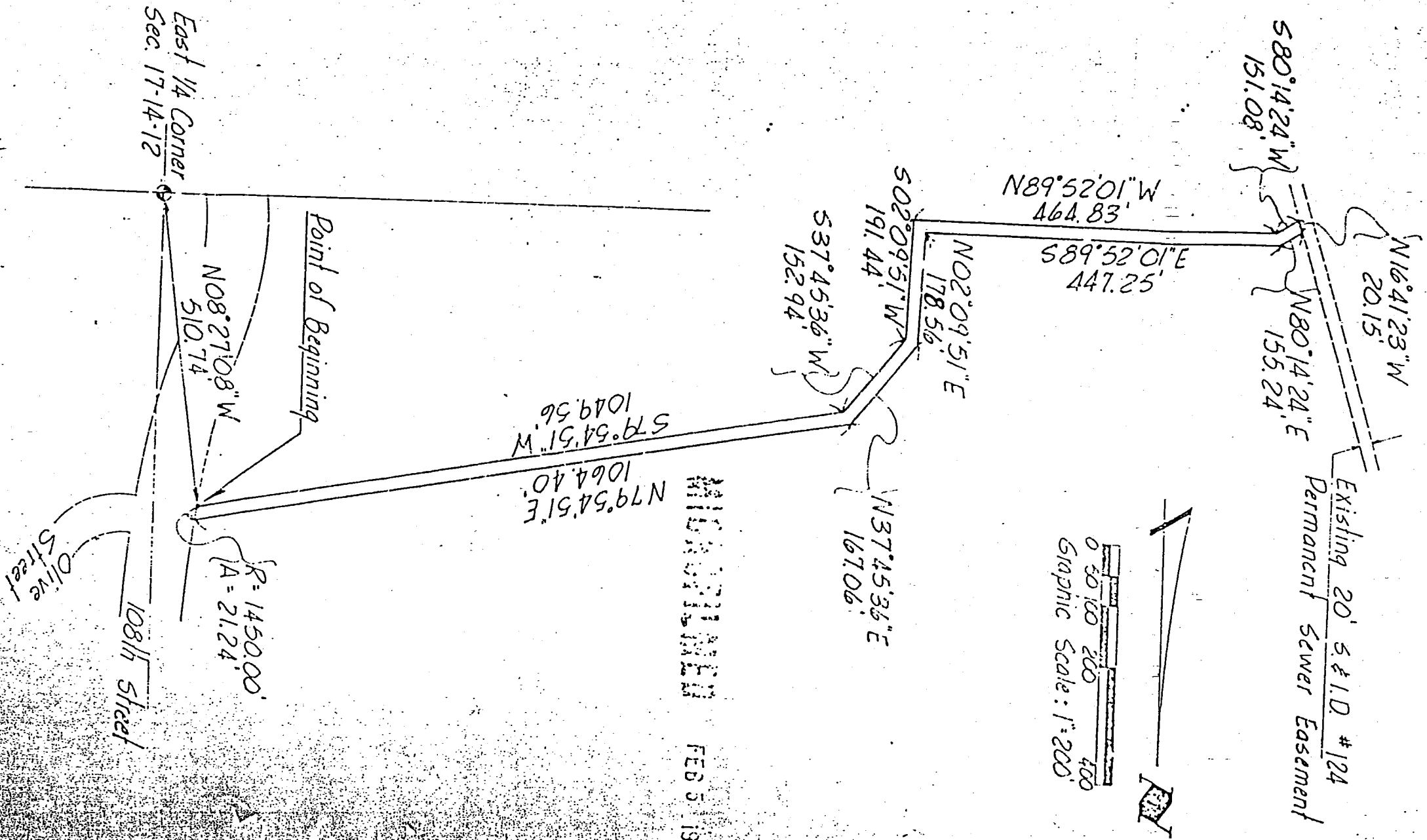
FMS

INM

FMV

1077

51-880



0 50 100 200 400
 Graphic Scale: 1"=200'

RECORDED FEB 5 1976

GOLLEHON, SCHEMWER & ASSOCIATES, INC.
 ARCHITECTS • ENGINEERS • PLANNERS

EXHIBIT "B"

57-71

PERMANENT EASEMENT

THIS EASEMENT AGREEMENT, made this 27th day of December, 1978 between the undersigned, CAMPBELL SOUP COMPANY, a New Jersey corporation, herein called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA, its successors and assigns, herein called "Grantee",

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith convey, give and grant unto the Grantee a permanent easement over, on, across, and under the real property in Sarpy County, Nebraska, as described and drawn in Exhibits "A" and "B" respectively attached hereto.

2. The scope and purpose of said Easement is for the maintenance, repair, replacement and renewal of a sanitary sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purposes of the Easement.

3. Grantor agrees not to place any building or other structure of any kind on the permanent easement area except that railroad tracks, ties, and all other appurtenances required to construct and operate a railroad spur track or multiple spur tracks, paving, storm sewers, and gas, water, electricity or telephone utility lines and structures shall be permitted and the permanent easement area may be used by Grantor for parking, storm sewers and utility and rail access to its lands. Grantor further agrees not to do any thing upon the permanent easement area which would impair the efficient operation and flow of sanitary sewage through the sewer lines located in the permanent easement area. Grantor further agrees that it will adjust the manholes to grade level in the event of any change of grade of the permanent easement area.

4. By accepting and recording this Easement, Grantee agrees to make good or cause to be made good to the owner or owners of the property in which same are planted or constructed any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to crops, trees, grounds, railroad tracks, or other permitted improvements abutting thereon.

5. Grantor does hereby covenant and agree with the said Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said permanent easement; and Grantor further hereby covenants to warrant and defend said easement ways against the lawful claims of all persons whomsoever.

6. This easement grant shall run in favor of and be binding upon the respective successors and assigns, contractors, and agents of the Grantor and Grantee.

FILED FOR RECORD 8-2-78 3:50 P M III FORD 51 OF Mauel Rec.
PAGE 71 Paul G. Hill REGISTER OF DEEDS, SARPY COUNTY, NEB. 12

57-717

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the day and year first above written.

CAMPBELL SOUP COMPANY, a
New Jersey Corporation,

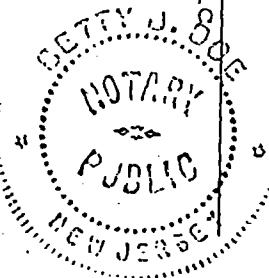
By *W. A. Schmidt*
Title: Vice President - Capital
Improvements

STATE OF NEW JERSEY)
) SS.
COUNTY OF CAMDEN)

On this 27th day of January, 1978, before me, a Notary Public, personally appeared W. A. Schmidt to me known to be the Vice President of Campbell Soup Company and the same person who signed the foregoing document on behalf of said corporation, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year first above written.

My Commission expires: July 19, 1978

Betty J. DeWitt
Notary Public


51-118

LEGAL DESCRIPTION
PERMANENT SEWER EASEMENT

THE FOLLOWING IS A LEGAL DESCRIPTION FOR A PERMANENT SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 RANGE 12E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.,; THENCE NORTH 08°27'08" WEST A DISTANCE OF 510.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°54'54" WEST A DISTANCE OF 1,049.56 FEET; THENCE SOUTH 37°45'36" WEST A DISTANCE OF 152.94 FEET; THENCE SOUTH 02°09'51" WEST A DISTANCE OF 191.44 FEET; THENCE NORTH 89°52'01" WEST A DISTANCE OF 464.83 FEET; THENCE SOUTH 80°14'24" WEST A DISTANCE OF 151.08 FEET; THENCE NORTH 16°41'23" WEST A DISTANCE OF 20.15 FEET; THENCE NORTH 80°14'24" EAST A DISTANCE OF 155.24 FEET; THENCE SOUTH 89°52'01" EAST A DISTANCE OF 447.25 FEET; THENCE NORTH 02°09'51" EAST A DISTANCE OF 178.56 FEET; THENCE NORTH 37°45'36" EAST A DISTANCE OF 167.06 FEET; THENCE NORTH 79°54'51" EAST A DISTANCE OF 1,064.40 FEET; THENCE ON A 1,450 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 21.24 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SEWER EASEMENT CONTAINS APPROXIMATELY 0.92 ACRES (40,224.18 SQUARE FEET).

EXHIBIT "A"

51-910

N16°41'23"W
20.15'

Existing 20' 5" I.D. #124
Permanent Sewer Easement

S80°14'24"W
151.08'

N80°14'24"E
155.24'

N89°52'01"W
464.83'

S89°52'01"E
447.25'

N02°09'51"E
173.56'

S02°09'51"W
191.44'

S37°45'36"W
152.94'

N37°45'36"E
167.06'

S79°54'51"W
1049.56'

N79°54'51"E
1064.40'

East 1/4 Corner
Sec. 17-14-12

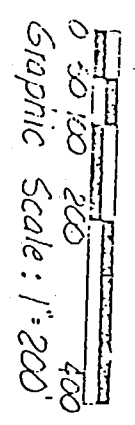
Point of Beginning

N08°27'08"W
510.714'

R: 1450.00'
A: 21.24'

108th street

Olive Street



RECORDED FEB 5 1976

GOLLEHON, SCHEMWER & ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • PLANNERS

EXHIBIT "B"

98-10568

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98 010568
98 APR 29 PM 2:08
REGISTER OF DEEDS

Counter 103 W
Verify JK
D.E. _____
Proof W
Fee \$ 10.50
Cash Chg
TD

AFTER RECORDING RETURN TO:
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C. (R/H)
2120 SOUTH 72 STREET, SUITE 1250
OMAHA, NE 68124-2356

RELEASE OF EASEMENTS

For good and valuable consideration paid, the receipt of which is hereby acknowledged, Sanitary and Improvement District No. 59 of Sarpy County, Nebraska, does hereby release the real property described on Exhibits "A" and "B" attached hereto and incorporated herein, from easements which were filed in the Office of the Register of Deeds for Sarpy County, Nebraska, on February 2, 1978, in Miscellaneous Book No. 51 at Page 71, and re-recorded in the Office of the Register of Deeds for Sarpy County, Nebraska, on February 8, 1978, in Miscellaneous Book 51 at Page 88.

Dated this 22nd day of April, 1998.

SANITARY AND IMPROVEMENT DISTRICT
NO. 59 OF SARPY COUNTY, NEBRASKA
By: [Signature]
Chairman

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 22nd day of April, 1998, before me, a notary public in and for the said county, personally came the above-named RONALD L. PARKS, personally known to me to be the identical person whose name is affixed to the above instrument and who acknowledged said instrument to be his voluntary act and deed on behalf of Sanitary and Improvement District No. 59 of Sarpy County, Nebraska.

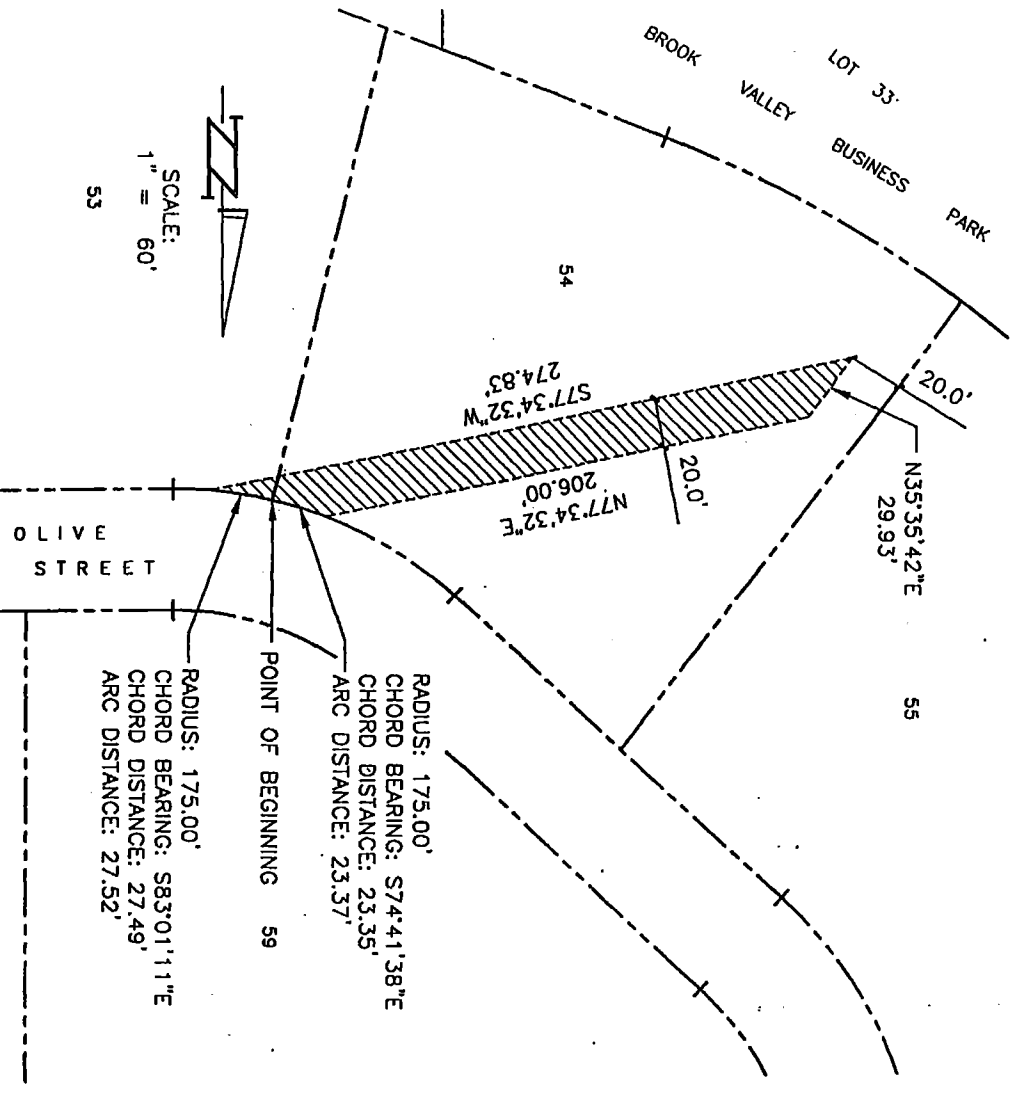
Witness my hand and notarial seal the date last aforesaid.



[Signature]
Notary Public

010568

98-10568 A



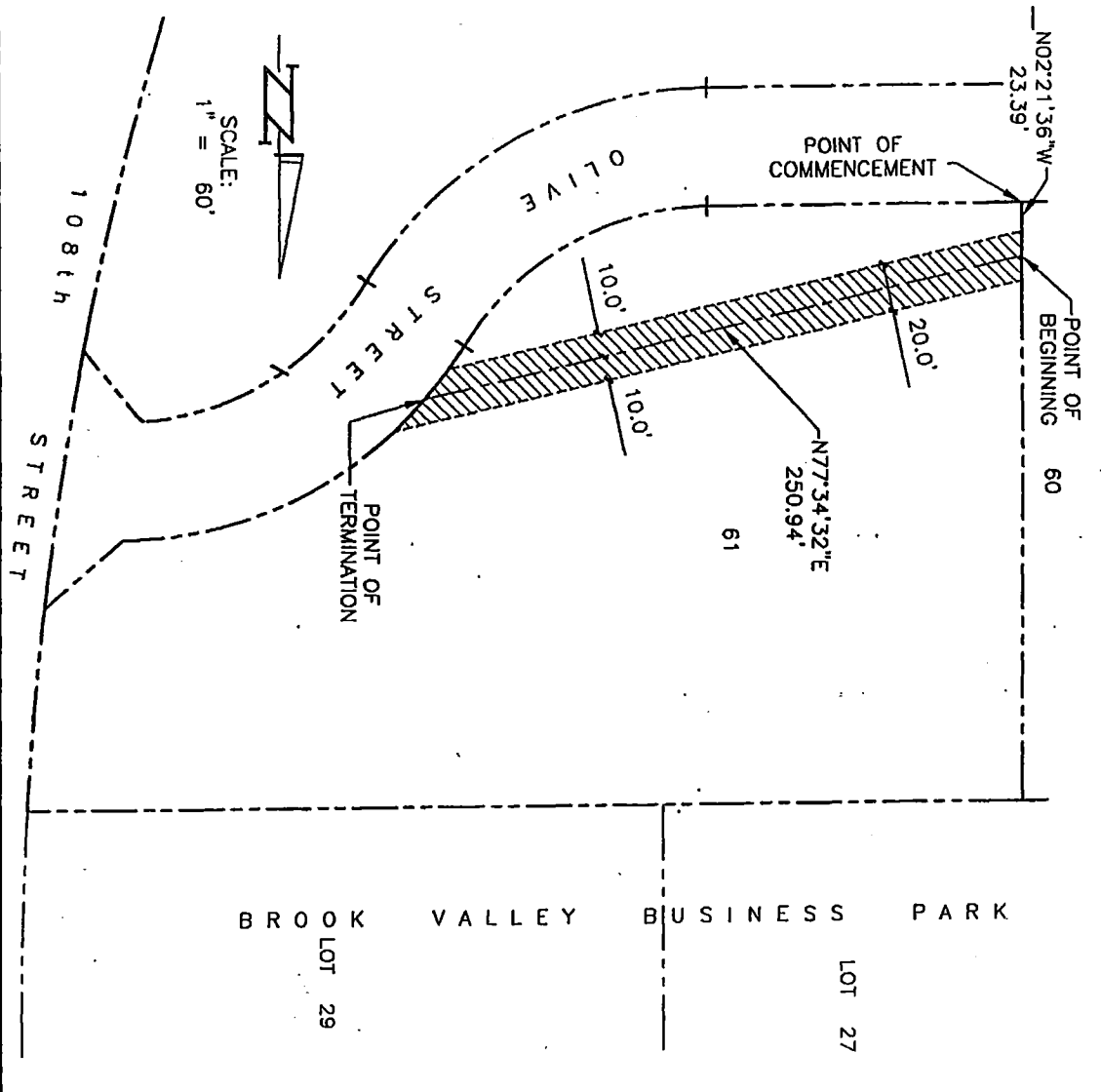
LEGAL DESCRIPTION

THAT PART OF LOTS 53 AND 54, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 53; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 53 ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S83°01'11"E (ASSUMED BEARING) CHORD DISTANCE 27.49 FEET, AN ARC DISTANCE OF 27.52 FEET; THENCE S77°34'32"W 274.83 FEET ON A NON-TANGENT LINE; THENCE N35°35'42"E 29.93 FEET ON A LINE 20.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 54; THENCE N77°34'32"E 206.00 FEET TO THE NORTHERLY LINE OF SAID LOT 54; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 54 ON A NON-TANGENT 175.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S74°41'38"E, CHORD DISTANCE 175.00 FEET, AN ARC DISTANCE OF 23.37 FEET TO THE POINT OF BEGINNING.

S.I.D. 59 SARPY COUNTY TD2 FILE NO. 872-111-E DATE: MARCH 12, 1998
 THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"

98-10568R



SCALE:
1" = 60'

LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 61, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 61; THENCE NO2°21'36"W (ASSUMED BEARING) 23.39 FEET ON THE WEST LINE OF SAID LOT 61 TO THE POINT OF BEGINNING; THENCE N77°34'32"E 250.94 FEET TO THE SOUTHERLY LINE OF SAID LOT 61 AND THE POINT OF TERMINATION WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE SOUTHERLY AND WESTERLY LINES OF SAID LOT 61.

S.I.D. 59 SARPY COUNTY TD2 FILE NO. 872-111-E2 DATE: MARCH 12, 1998
THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "B"

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-014116
99 MAY 10 PM 12: 29
REGISTER OF DEEDS

99-14116
Counter ms
Verify ms
D.E. ms
Proof ms
Fee \$ 6.00
Cash Chg TD

Recording information above

R/W# 9908802NE

PARTIAL RELEASE OF EASEMENT

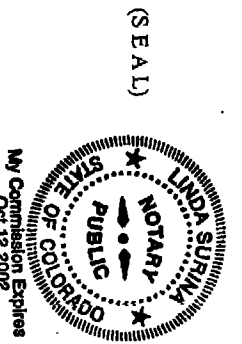
KNOW ALL BY THESE PRESENT: that U S WEST COMMUNICATIONS, INC. (formerly known as or successor in interest to Northwestern Bell Telephone Company, hereinafter called the "Telephone Company"), for and in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

An interest being THE COMMON SIDE LOT LINE EASEMENTS BETWEEN LOTS 30 AND 31, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NE 1/4 AND IN THE SE 1/4 OF SECTION 17, T14N, R12E, AS RECORDED AS INSTRUMENT NO. 97-14525, SARPY COUNTY, NEBRASKA.

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 27th day of April, 1999
BY: Mark Paul Bj
TITLE: ENGINEER ROW IA, MN, NE
STATE OF NEBRASKA)
COUNTY OF SARPY) SS:

On this 27th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Colorado personally appeared Mark Paul Bj to me personally known, who being by me duly sworn, did say that he is the Engineer ROW IA, MN, NE, of the corporation executing the within and foregoing instrument on behalf of the corporation by authority of its Board of Directors; and that Mark Paul Bj as Engineer ROW IA, MN, NE, acknowledged the execution of the foregoing instrument to be a voluntary act and deed of the corporation, by it and by him voluntarily executed.



Linda Susana
Notary Public

Return To:
R+R Thompson, Dreessen & Dorner, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

014116

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
99-014117
99 MAY 10 PM 12:30
George J. ...
REGISTER OF DEEDS

99-14117
Counter W
Verify S
D.E. W
Proof W
Fee \$ 6.50
Ck Cash Chg TD

Recording information above

R/W# 9908801NE

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that U S WEST COMMUNICATIONS, INC. (formerly known as or successor in interest to Northwestern Bell Telephone Company, hereinafter called the "Telephone Company"), for and in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

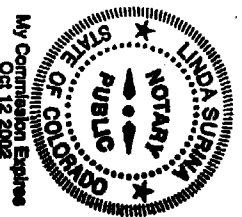
An interest being THE COMMON SIDE LOT LINE EASEMENTS BETWEEN LOTS 1 AND 2, AND LOTS 2 AND 3, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA, LOCATED IN THE EAST 1/2 OF SECTION 17, T14N, R12E, AS RECORDED AS INSTRUMENT NO. 93-3601, SAPPY COUNTY, NEBRASKA.

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 27th day of April, 1999
BY: *[Signature]*
TITLE: ENGINEER ROW IA, MN, NE
STATE OF NEBRASKA)
COUNTY OF SAPPY) SS:

On this 27th day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Colorado personally appeared *[Signature]* to me personally known, who being by me duly sworn, did say that he is the Engineer ROW IA, MN, NE, of the corporation executing the within and foregoing instrument on behalf of the corporation by authority of its Board of Directors; and that *[Signature]* as Engineer ROW IA, MN, NE, acknowledged the execution of the foregoing instrument to be a voluntary act and deed of the corporation, by it and by him voluntary executed.

Linda Summa
Notary Public



Return To:
R.R. Thompson, Dreesen & Dornier, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

014117

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
99-014119
99 MAY 10 PM 12: 30
Steve S. Sappy
REGISTER OF DEEDS

99-14119
Counter MS
Verify MS
D.E. MS
Proof MS
Fee \$ 10.00
Ck Cash Chg TD

March 24, 1999

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 Sappy County, Nebraska, over, upon, along and above the following described property:

Originally a strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots One (1) and Two (2), and Two (2) and Three (3), Brook Valley Business Park.

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots Thirty (30) and Thirty-one (31), which are a replat of the original Lots 3 and 26 and part of original Lots 1 and 2 of Brook Valley Business Park.

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Fifty-five (55) and Fifty-six (56), Lots Fifty-six (56) and Fifty-seven (57), and Lots Fifty-nine (59) and Sixty (60), which are a replat of Lots 30 & 31 of Brook Valley Business Park.

Said Plat and Dedication filed for record February 25, 1993 as Instrument Number 93-3601, and Said Plat and Dedication filed for record July 11, 1997 as Instrument Number 97-14525, and Said Plat and Dedication filed for record March 2, 1998 as Instrument Number 98-04558, all in the office of the Register of Deeds, Sappy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 24 day of March, 1999.
OMAHA PUBLIC POWER DISTRICT

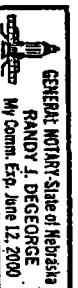
Paul A. Haskins
Approved by Engineering

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

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 24 day of March, 1999, 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.



Randy J. Dreesen
NOTARY PUBLIC

NE ¼, SE ¼ 17-14-12

444119

RJR Return To:
Thompson, Dreesen & Dornier, Inc.
10836 Old Mill Road

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
99-014120

09-14120

99 MAY 10 PM 12: 31

April 1, 1999

REGISTER OF DEEDS

DISCLAIMER AND RELEASE

Counter MS
Verify MS
D.E. MS
Proof MS
Fee \$ 14.00
Cash Chg TD

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 Sarry County, Nebraska, over, upon, along and above the following described property:

Originally a strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots One (1) and Two (2), and Two (2) and Three (3), Brook Valley Business Park.

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots Thirty (30) and Thirty-one (31), which are a replat of the original Lots 3 and 26 and part of original Lots 1 and 2 of Brook Valley Business Park.

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Fifty-five (55) and Fifty-six (56), Lots Fifty-six (56) and Fifty-seven (57), and Lots Fifty-nine (59) and Sixty (60), which are a replat of Lots 30 & 31 of Brook Valley Business Park.

Said Plat and Dedication filed for the record February 25, 1993 as Instrument Number 93-3601, and Said Plat and Dedication filed for record July 11, 1997 as Instrument Number 97-14525, and Said Plat and Dedication filed for record March 2, 1998 as Instrument Number 98-04558, all in the office of the Register of Deeds, Sarry County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 1st day April, 1999.

COX COMMUNICATIONS

Approved by Engineering
[Signature]

[Signature]
Richard Hook
Vice President - General Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 1st day of April, 1999 before me the undersigned, a Notary Public in and for said county personally came Richard Hook - Vice President - General Manager, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be her voluntary act deed.

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



[Signature]
NOTARY PUBLIC

Return To:
Thompson, Dreesen & Dorner, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

014120

HTS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-020241
98 JUL 27 AM 10:20
REGISTER OF DEEDS

98-20241
Counter SPK
Verify SPK
D.E. SPK
Proof SPK
Fee \$ 6.00
Cash Chg HTS

Recording information above

R/W#2818202NE

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that U S WEST COMMUNICATIONS, INC. (formerly known as or successor in interest to Northwestern Bell Telephone Company, hereinafter called the "Telephone Company"), for and in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

An interest being THE COMMON LOT LINE BETWEEN LOTS 1 & 2, BROOK VALLEY BUSINESS PARK, LOCATED IN NE 1/4 SEC. 17-14N-12E, CITY OF OMAHA, COUNTY OF SARPY, STATE OF NEBRASKA, AS RECORDED FEBRUARY 25, 1993, INSTRUMENT # 93-03601.

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 15th day of July, 1998
BY: [Signature]
TITLE: ENGINEER ROW IA, MN, NE)
STATE OF COLORADO)
COUNTY OF ARAPAHOE) SS:

On this 15th day of July, 1998, before me, the undersigned, a Notary Public in and for the State of Colorado personally appeared RESINA L. TRAUD, to me personally known, who being by me duly sworn, did say that he is the Engineer ROW IA, MN, NE, of the corporation executing the within and foregoing instrument on behalf of the corporation by authority of its Board of Directors; and that She as Engineer ROW IA, MN, NE, acknowledged the execution of the foregoing instrument to be a voluntary act and deed of the corporation, by it and by him voluntarily executed.

(SEAL)

[Signature]
Notary Public

JOHN L. MORTENSEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 02/06/2001

020241

9762687

HTS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-016452
98 JUN 22 PM 1:22
Steve J. DeGeorge
REGISTER OF DEEDS

48-16452 S

Counter S
Verify DY
D.E. W
Proof W
Fee \$ 6.00
Cash CHG
HTS

June 17, 1998

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 line of Lots One (1) and Two (2), and a strip of land being Eight feet (8') in width along and abutting the rear lot lines of Lots One (1) and Two, all in said Brook Valley Business Park.

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

IN WITNESS WHEREOF, the undersigned has set its hand this 17th day of June, 1998.

OMAHA PUBLIC POWER DISTRICT

Paul C. Stralko
Approved by Engineering

Dan E. Jackman
Dan E. Jackman
Division Manager-Engineering Division

STATE OF NEBRASKA
)ss.
COUNTY OF DOUGLAS)

On this 17th day of June, 1998, before me the undersigned, a Notary Public in and for said county personally came Dan E. Jackman - Division Manager-Engineering, 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.

Randy J. DeGeorge
NOTARY PUBLIC



NE1/4 17-14-12

HTS 016452 987056

HTS

98-16840

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
98 016840

98 JUN 25 AM 11: 09

June 19, 1998

George S. Duvall
REGISTER OF DEEDS

Counter 2
Verify RF
D.E. _____
Proof _____
Fee \$ 6.00
Cash Orig

HTS

DISCLAIMER AND RELEASE

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 Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot line of Lots One (1) and Two (2) and a strip of land being Eight feet (8') in width along and abutting the rear lot lines of Lots One (1) and Two, all in said Brook Valley Business Park.

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

IN WITNESS WHEREOF, the undersigned has set its hand this 22nd day June, 1998.

COX COMMUNICATIONS

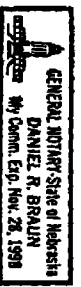
Richard Hook
Approved by Engineering

Richard Hook
Richard Hook
Vice President - General Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 22nd day of June, 1998 before me the undersigned, a Notary Public in and for said county personally came Richard Hook - Vice President - General Manager, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be her voluntary act deed.

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



Daniel R. Braun
NOTARY PUBLIC

016840

98056

HTS

R.O.E. # 96-93

93-25069

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, HEREBY FULLY OR PARTIALLY RELEASES AND FOREVER DISCLAIMS CERTAIN EASEMENT RIGHTS WHICH IT MAY HAVE ACQUIRED HERETOFORE BY VIRTUE OF FRANCHISE OR OTHERWISE, TO CONSTRUCT, MAINTAIN, RENEW AND OPERATE COMMUNICATIONS FACILITIES IN, UNDER, UPON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

THOSE EASEMENTS ABUTTING, PARALLEL WITH AND ADJACENT TO THE COMMON LINE OF LOTS 1 AND 27, BROOK VALLEY BUSINESS PARK, A PLATTED AND RECORDED ADDITION LOCATED IN THE EAST 1/2 OF SECTION 17, T-14-N, R-12-E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

IF THIS RELEASE OF EASEMENT IS PARTIAL OR CONDITIONAL, SPECIFY HERE:
RELEASES ARE TOTAL.

AND WHICH IS RECORDED IN THE RECORDS OF SARPY COUNTY, NEBRASKA ON THE 25TH DAY OF FEBRUARY, 1993 IN BOOK _____, PAGE _____.

IN WITNESS WHEREOF, U S WEST COMMUNICATIONS, INC., HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED IN ITS BEHALF ON THIS 29TH DAY OF SEPTEMBER, 1993, BY ITS DULY AUTHORIZED OFFICERS.

U S WEST COMMUNICATIONS, INC.
A COLORADO CORPORATION

Pam Quinn
Pam Quinn, ROW Support

BY *Raymond L. Tessin*
TYPE Raymond L. Tessin, Mgr. ROW

STATE OF NEBRASKA
COUNTY OF DOUGLAS

ON THIS 29TH DAY OF SEPTEMBER, 1993
BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED Pam Quinn, ROW Support

AND Raymond L. Tessin, Mgr. ROW OF U S WEST COMMUNICATIONS, INC., WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE RELEASE OF EASEMENT. THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH OFFICERS, AND THE VOLUNTARY ACT AND DEED OF THE SAID U S WEST COMMUNICATIONS, INC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



Linda Humble
NOTARY PUBLIC
MY COMMISSION EXPIRES 6/12/96

INSTRUMENT NUMBER
93-025069

93 OCT -5 PM 1:38

Proof	<u>✓</u>
D.E.	<u>NO</u>
Verify	<u>✓</u>
Filmed	<u> </u>
Checked	<u> </u>
Fee \$	<u> </u>

PLEASE RETURN TO:
Pam Quinn
910 N. 43rd Ave.
Omaha, NE 68131

Case of Quinn
REGISTER OF DEEDS

025069

RECORDER NOTE

There is not a Book # & pages to be filed.

PLEASE RETURN TO: JOSH
HEARTLAND TITLE SERVICES, INC.
1320 S 119th ST
OMAHA, NE 68144
R.O.E. # 31-94

USMC - R/W FORM 16
REVISED 1-91

94-06259



RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, HEREBY FULLY OR PARTIALLY RELEASES AND FOREVER DISCLAIMS CERTAIN EASEMENT RIGHTS WHICH IT MAY HAVE ACQUIRED HERETOFORE BY VIRTUE OF FRANCHISE OR OTHERWISE, TO CONSTRUCT, MAINTAIN, RENEW AND OPERATE COMMUNICATIONS FACILITIES IN, UNDER, UPON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

THE WESTERLY 5.00 FEET OF THE EASTERLY 300.00 FEET OF THE NORTHERLY 582.30 FEET OF LOT 2, BROOK VALLEY BUSINESS PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA.

IF THIS RELEASE OF EASEMENT IS PARTIAL OR CONDITIONAL, SPECIFY HERE: RELEASE IS TOTAL.

AND WHICH IS RECORDED IN THE RECORDS OF SARPY COUNTY, NEBRASKA ON THE 25TH DAY OF FEBRUARY 1993. INSTRUMENT # 93-03601

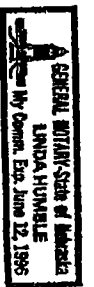
IN WITNESS WHEREOF, U S WEST COMMUNICATIONS, INC., HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED IN ITS BEHALF ON THIS 15TH DAY OF MARCH 1994, BY ITS DULY AUTHORIZED OFFICERS.

ATTEST: U S WEST COMMUNICATIONS, INC.
A COLORADO CORPORATION

[Signature]
Pam Quinn, ROW SUPPORT BY *[Signature]* James V. Quinn, Mgr. Engr.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ON THIS 15TH DAY OF MARCH 1994, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED Pam Quinn, ROW SUPPORT AND James V. Quinn, Mgr. Engr. OF U S WEST COMMUNICATIONS, INC., WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE RELEASE OF EASEMENT. THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH OFFICERS, AND THE VOLUNTARY ACT AND DEED OF THE SAID U S WEST COMMUNICATIONS, INC. WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 6/12/95

Notary Public
DE *[Signature]*
Very Truly
Fees \$ 5.50

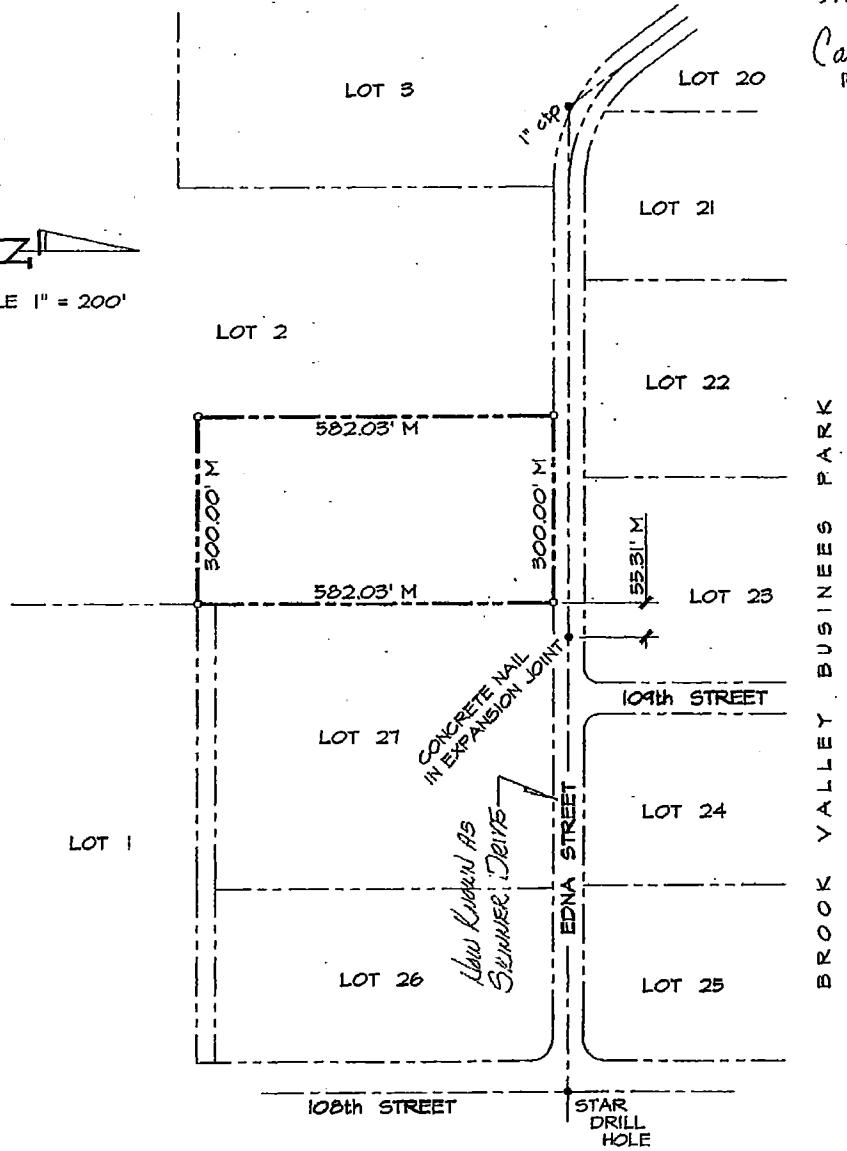
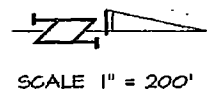
94 MAR 17 PM 4: 17
INSTRUMENT NUMBER 94-06259
Carol L. Stanwin
REGISTER OF DEEDS

PLEASE RETURN TO: Pam Quinn
910 N. 43rd Ave.
Omaha, NE 68131

06259

[Handwritten mark]

HTS
941124
chg



FILED AT 12:54 PM
INSTRUMENT NUMBER
94-06386
94 MAR 21 PM 12: 54

Carol A. Davis
REGISTER OF DEEDS

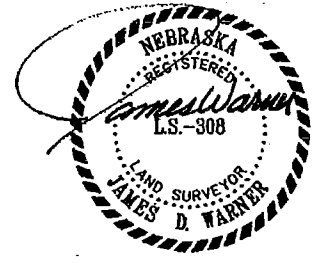
Proof	
D.E.	<i>W</i>
Verify	
Filmed	
Checked	
Fee \$	<i>10.50</i>

25 Stamped Copy

LAND SURVEYOR'S CERTIFICATE **94-06386**
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

THE EAST 300.00 FEET OF THE NORTH 582.03 FEET OF LOT 2, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



MARCH 3, 1994
DATE

JAMES D. WARNER
NEBRASKA RLS 308

CERTAIN PLATTING REQUIREMENTS HAVE BEEN WAIVED AND APPROVAL HAS BEEN GRANTED IN RESPECT TO THE ABOVE, PURSUANT TO AUTHORITY VESTED IN THE UNDERSIGNED AS DESIGNATED AGENT OF THE CITY COUNCIL PURSUANT TO TO SECTION 2(b) OF ORDINANCE NO. 48 OF THE CITY OF LA VASTA.

3-10-94
DATE

Thyle Davis
BUILDING INSPECTOR
CITY OF LAVISTA

LEGEND

- corners found
- corners set (1"ctp)
- R recorded distance
- M measured distance
- COMP computed distance or angle
- CTP crimped top pipe

6386

SCALE: AS SHOWN	SURVEYOR'S CERTIFICATE	PRIME REALTY
DATE: MAR 3, 1994		
DRAWN BY: RJR CHECKED BY: JDN		
THOMPSON, DREESSEN & DORNER, INC. 2 CONSULTING ENGINEERS & LAND SURVEYORS 10886 OLD HILL RD. OMAHA, NE 68154 (402) 592-6800		
850-101-C		
850101C.DWG		

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
2005-44281
 2005 DEC -1 P 12: 02 B
Chris E. Dornier
 REGISTER OF DEEDS

COUNTER CE
 VERIFY DE
 PROOF 101
 FEES \$ 5.50
 CHECK# _____
 CHG. TO TD CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

AFFIDAVIT OF CORRECTION

CORRECTION TO LOT 61, BROOK VALLEY BUSINESS PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS AFFIDAVIT IN ORDER TO CORRECT THE SQUARE FOOTAGE NUMBER OF LOT 61, SAID BROOK VALLEY BUSINESS PARK, RECORDED AS INSTRUMENT NUMBER 1998-04558 OF THE SARPY COUNTY RECORDS.

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

NOVEMBER 30, 2005
 DATE

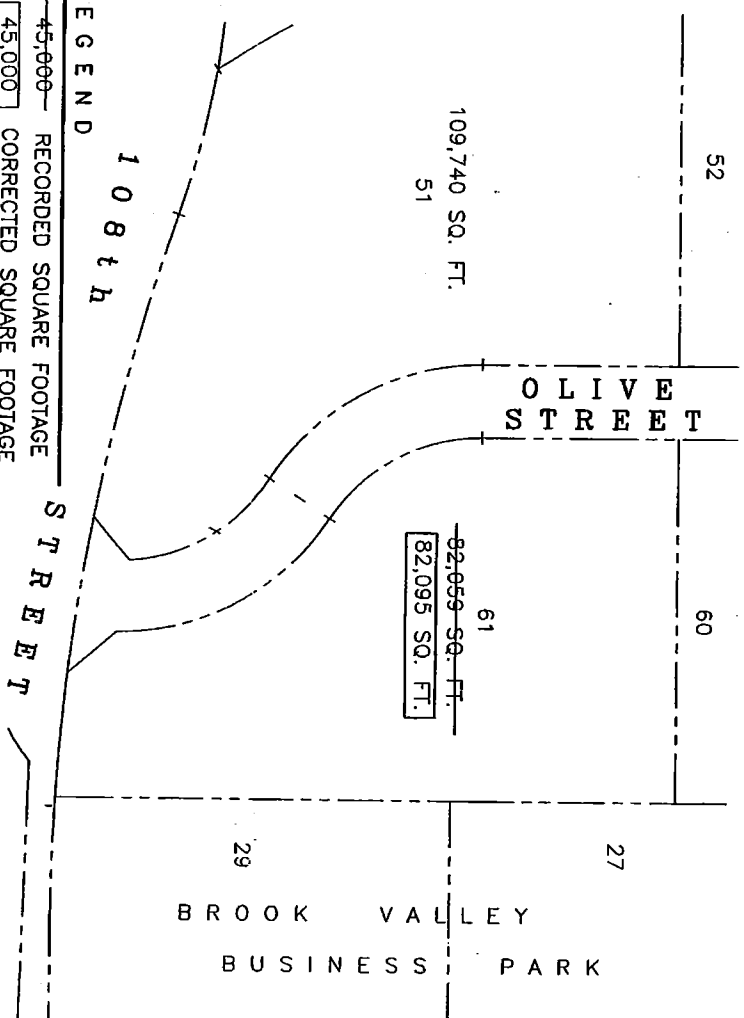
Chris E. Dornier
 CHRIS E. DORNER, NEBRASKA RLS 507

STATE OF NEBRASKA)
 COUNTY OF DOUGLAS) SS

THE FOREGOING AFFIDAVIT OF CORRECTION WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF NOVEMBER, 2005 BY CHRIS E. DORNER.



James Warner
 NOTARY PUBLIC



47-710

DEED FORM NO. 27-2

E A S E M E N T

Doc. No. 2,976
R/N 01025

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her, heirs, executors, administrators, successors, and assigns, hereinafter called "grantor," hereby grant and convey to DUNA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "grantee," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate hereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, above, along, under, in and across the following described real estate situated in SARPY County, State of Nebraska, to wit: Tax Lot (A), being a part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M.; Sarpy County, Nebraska.

FILED FOR RECORD 11-11-74 IN BOOK 47 OF PLAT RECD 6-25
Paul & Hill REGISTER OF DEEDS, SARPY COUNTY, NEB.

The area of the above described real estate to be conveyed by this easement shall be as follows: A strip of land Eighty feet (80') in width, being Forty feet (40') on each side of and parallel to the following described reference line: Beginning at a point five hundred twenty-five and two tenths feet (525.2') East of the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Seventeen (17), thence in a Northerly direction to a point of leaving located on the North line of said Southwest Quarter (SW $\frac{1}{4}$), said point being three hundred fifty-three and seven tenths feet (353.7') East of the Northwest corner of the aforesaid Southwest Quarter (SW $\frac{1}{4}$).

1. DISTRICT shall have the right of ingress and egress across the grantor's property for any purpose hereinafter granted. Such ingress and egress shall be exercised in a reasonable manner.
2. DISTRICT shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which in falling would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District.
3. DISTRICT hereby agrees to pay the grantor or assignee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

4. Grantor may (a) live, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the electric lines hereinafter granted, and provided further, that the Grantor shall not allow any pole, utility structure, or other utility material or property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without prior written approval from the District.

5. It is further agreed that the grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and that this grant, being executed by administrators, successors, and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest in or to or contrary to this conveyance.

IN WITNESS WHEREOF the parties hereto have signed their names and caused the execution of this instrument this 19 day of July, 1974
by Walter C. Mackedon, Jr.
MACKEDON, LTD., a partnership
by Walter C. Mackedon, Jr.
Assistant Secretary
Group Manager
AT&T ENGINEERING & CONSTRUCTION

Approved _____ Date 10-17-74
C. E. S. Engineer [Signature]
Legal Department CRB Date 11-18-74
Sec. _____ Typ. _____ Adm. _____
Assistant Secretary _____ Grantor _____
Transmission Engineer [Signature] Date 11-11-74
Engineering Dept. [Signature] Date 11-11-74
Accounting Dept. _____

File # 041231

49-910A

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA }
COUNTY OF DeWelle } ss.

On this 19th day of October 1974, before me, the undersigned, a Notary

Public in and for said County and State, personally appeared KEITH MILLER AND LESTER A. McLEOD, General Partners to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purpose therein expressed.

WITNESS my hand, GEORGE COOPER the date above written.
GENERAL NOTARY
State of Nebraska
My Commission Expires April 1985

April 1974
B. George Cooper
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public

In and for said County and State, appeared _____ to me personally known, who being by me duly shown, did say that they are _____ President and _____ Secretary respectively of _____ (a Corporation), and the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by its voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the _____ day of _____, 19____. Notary Public _____

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the undersigned Grantor, and the division of the payments hereon according to the separate agreement of the Grantor and the undersigned to their mutual satisfaction, and in the case of a Lessee, in consideration of the terms stated above by the Grantor as lessor, and in consideration of the interest of Grantor and Lessee may appear, the undersigned, being the owner or other person entitled to the interest of Grantor and Lessee, do hereby consent, on the part of the undersigned, to the easement, possession of the property described in the foregoing right-of-way easement, hereby consent (s) to the survey for and construction of the electric transmission line or lines across the property hereinafter described, in accordance with the terms of the said electric transmission line or lines, and insofar as does hereby waive any and all objections thereto and does hereby consent to all the terms of said right-of-way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right-of-way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this _____ day of _____, 19____.

STATE OF NEBRASKA }
COUNTY OF _____ } ss.

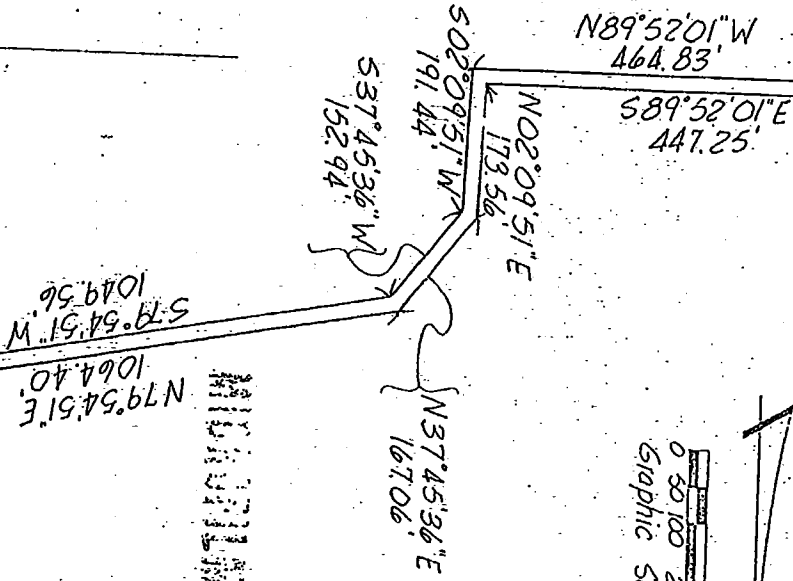
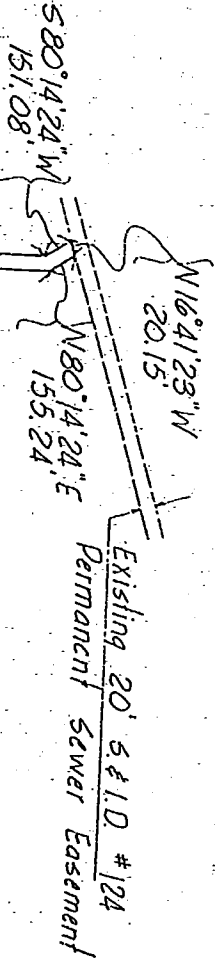
On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

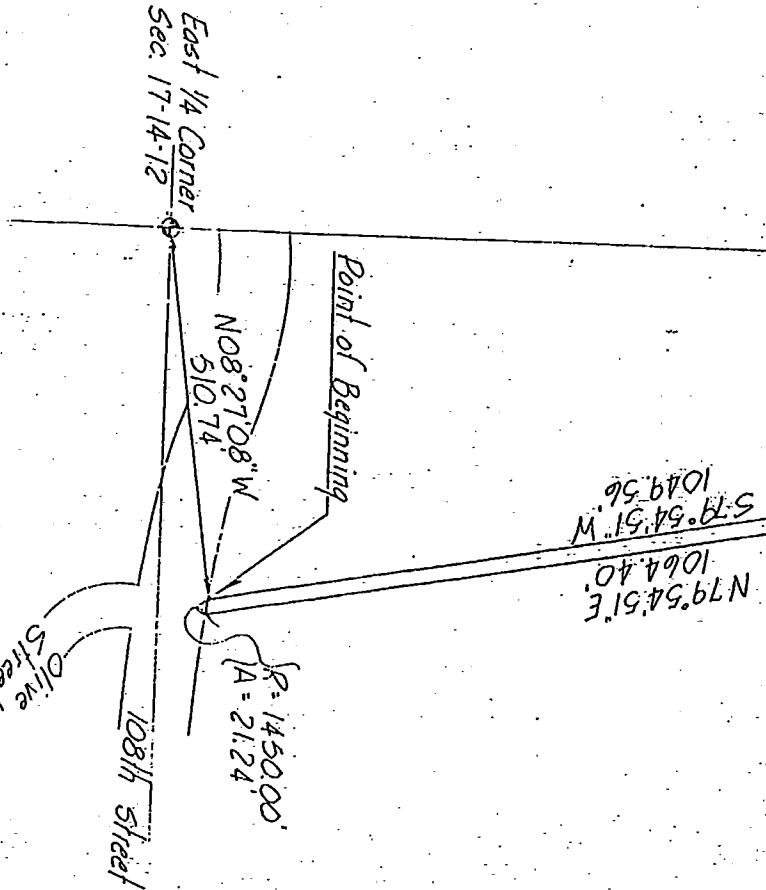
WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the _____ day of _____, 19____. Notary Public _____

51-912



RECORDED FEB 5 1976



GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • PLANNERS

EXHIBIT "B"

MINIMUM 5/16"

Recorder Note:
check notary
date

FILED SARPYP CO. NE.
INSTRUMENT NUMBER
2002-12847
2002 APR -8 P 2:33 PM
REGISTER OF DEEDS
Shirley J. Williams

Counter DO
Verify de
D.E. MT
Proof MT
Fee \$ 10.50
Cash X mon

EASEMENT-CITY OR COUNTY-INDIVIDUAL(GENERAL-page 1)
PROJECT: STPN-77(37) C.N.: 21860 TRACT: 14

KNOW ALL MEN BY THESE PRESENTS:

THAT *James F. Micks*

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **NINETEEN THOUSAND FIVE HUNDRED SIXTY AND NO/100---(\$19,560.00)---** DOLLARS in hand paid does hereby grant and convey unto SARPYP COUNTY, NEBRASKA hereinafter known as the Grantee and to its successors and assigns the following described permanent easement for the purpose of **ROADWAY CONSTRUCTION** and the subsequent maintenance of same, situated in Sarpyp County, and State of Nebraska, to-wit;

A part of lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive a subdivision located in the NE 1/4 of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpyp County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NE1/4 of Section 17; thence S00°31'20"W (assumed bearing), along the East line of said Section 17, a distance of 429.783 meters (1410.05 feet); thence S89°28'40"W, a distance of 18.308 meters (60.07 feet) to a point on the West right-of-way line of 108th Street; said point also being on the East line of said Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive; said West right-of-way line of 108th Street; thence Southerly along said line of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, on a curve to the right with a radius of 10.668 meters (35.00 feet), a distance of 8.299 meters (27.23 feet), said curve having a long chord which bears S22°48'29"W, a distance of 8.091 meters (26.55 feet); thence S00°31'20"W, along said West right-of-way line of 108th Street, said line also being said East line of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, a distance of 138.260 meters (453.61 feet); thence Southerly along said West right-of-way line of 108th Street, said line also being said East line of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, on a curve to the right with a radius of 441.960 meters (1450.00 feet), a distance of 28.597 meters (93.82 feet), said curve having a long chord which bears S01°19'53"W, a distance of 28.592 meters (93.81 feet) to the Southeast corner of said Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive; said point also being the Northeast corner of said lot 61, Brook Valley Business Park, Lots 29, Brook Valley Business Park, Lots 29-33, inclusive; said line also being the North line of said lot 61, Brook Valley Business Park, Lots 51-61, inclusive, a distance of 3.964 meters (13.01 feet); thence N00°31'20"W, a distance of 62.801 meters (206.04 feet); thence N00°24'42"W, a distance of 111.471 meters (365.72 feet), to the point of beginning.

The above described tract of land contains an area of 734.230 square meters (7903.15 square feet), more or less.

12847

[Handwritten mark]

2002-128477A

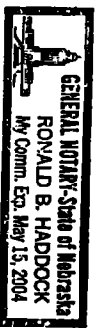
EASEMENT-CITY OR COUNTY-INDIVIDUAL(GENERAL-page 2)
PROJECT: STPN-77(37) C.N.: 21860 TRACT: 14

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to his, her or their heirs, successors and assigns.

Duly executed this 18th day of December, 2002 JAMES F NICES, OWNER

~~Attest~~
James F Nices

STATE OF Nebraska)
Sarge County) ss.



On this 18 day of December, A.D., 2002, before me, a General Notary Public, duly commissioned and qualified, personally came JAMES F. NICES

to me known to be the identical person _____ whose name JS affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.
WITNESS my hand and Notarial seal the day and year last above written.
[Signature] Notary Public.

My commission expires the _____ day of _____, 20__.

STATE OF _____)
_____ County) ss.

On this _____ day of _____, A.D., 20__ before me, a General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.
WITNESS my hand and Notarial seal the day and year last above written.

My commission expires the _____ day of _____, 20__.

Rec: Ron Haddock
Sarge County Surveyor

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-22316

2002 JUN 14 P 2:08 PM

REGISTER OF DEEDS

Counter DA
Verify SM
D.E. SM
Proof SM
Fee \$ 15.50
OK Cash Chg MDA

EASEMENT-CITY OR COUNTY-CORPORATION(GENERAL-page 1)
PROJECT: STPN-77(37) C.N.: 21860

TRACT: 14

KNOW ALL MEN BY THESE PRESENTS:

THAT ~~AKSARBED~~ ^{JAMES F. MILLER} ~~ET AL~~ ^{AND HIS WIFE} ~~ARE~~ ^{THE} ~~COLD~~ ^{TRUSTEES}

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 **NINETEEN THOUSAND FIVE HUNDRED SIXTY AND NO/100---(\$19,560.00)---** 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 the purpose of ROADWAY CONSTRUCTION and the subsequent permanent maintenance of same, situated in Sarpy County, and State of Nebraska, to-wit;

A part of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive a subdivision located in the NE 1/4 of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NE1/4 of Section 17; thence S00°31'20"W (assumed bearing), along the East line of said Section 17, a distance of 429.783 meters (1410.05 feet); thence S89°28'40"W, a distance of 18.308 meters (60.07 feet) to a point on the West right-of-way line of 108th Street, said point also being on the East line of said Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, said point also being the point of beginning; thence Southerly along said West right-of-way line of 108th Street, said line also being said East line of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, on a curve to the right with a radius of 10.668 meters (35.00 feet), a distance of 8.299 meters (27.23 feet), said curve having a long chord which bears S22°48'29"E, a distance of 8.091 meters (26.55 feet); thence S00°31'20"W, along said West right-of-way line of 108th Street, said line also being said East line of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, a distance of 138.260 meters (453.61 feet); Lots 29 thru 33, inclusive, a distance of 138.260 meters (453.61 feet); thence Southerly along said West right-of-way line of 108th Street, said line also being said East line of Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, on a curve to the right with a radius of 441.960 meters (1450.00 feet), a distance of 28.597 meters (93.82 feet), said curve having a long chord which bears S01°19'53"W, a distance of 28.592 meters (93.81 feet) to the Southeast corner of said Lot 29, Brook Valley Business Park, Lots 29 thru 33, inclusive, said point also being the Northeast corner of said Lot 61, Brook Valley Business Park, Lots 51 thru 61, inclusive; thence S89°44'12"W along the South line of said Lot 29, Brook Valley Business Park, Lots 29-33, inclusive, said line also being the North line of said Lot 61, Brook Valley Business Park, Lots 51-61, inclusive, a distance of 3.964 meters (13.01 feet); thence N00°31'20"W, a distance of 62.801 meters (206.04 feet); thence N00°24'42"W, a distance of 111.471 meters (365.72 feet), to the point of beginning.

The above described tract of land contains an area of 734.230 square meters (7903.15 square feet), more or less.

22316

2002-22316A

2002-22316A

EASEMENT-CITY OR COUNTY-CORPORATION(GENERAL-page 2)
PROJECT: STPN-77(37) C.N.: 21860 TRACT: 14

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

Duly executed this 18th day of December, 2001 SEAL

ATTEST

By: Ronald B. Haddock

JAMES F. WIGEK, Owner
Assistant Secretary for the Corporation
Corporation
By: James F. Wick

STATE OF Mississippi)
Sergey County) ss.

On this 18th day of December, A.D., 2001, before me, a General Notary Public, duly commissioned and qualified, personally came James F. Wick the duly authorized representatives of _____

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 be known to be said duly authorized representative or representatives and the foregoing instrument and 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.

Ronald B. Haddock Notary Public.



My commission expires the _____ day of _____, 20__.

2002-22316B

EASEMENT-CITY OR COUNTY-CORPORATION(GENERAL-page 3)
PROJECT: STPN-77(37) C.N.: 21860 TRACT: 14

STATE OF NEBRASKA)
SARPY County) ss.

On this 18th day of December, A.D., 2004,
before me, a General Notary Public, duly
commissioned and qualified, personally came
James F. Miel, owner

~~the duly authorized representatives of~~ James F Miel
~~James F. Miel, owner~~
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
and the identical person or persons who signed
the foregoing instrument and acknowledged the
execution thereof to be his, her or their volunt-
ary act and deed.

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

[Signature] Notary Public.



My commission expires the ___ day of _____, 20__.