

57-72

PERMANENT EASEMENT

THIS EASEMENT AGREEMENT, made this 27th day of October, 1978 between the undersigned, CAMPBELL SOUP COMPANY, a New Jersey corporation, herein called "Grantor" and SANTITARY 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 over 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 drainage and storm sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewer of 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 storm water and drainage 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 AT 2-3-78 3:50 P.M. IN BOOK 51 of Neal Rea 35
PAGE 73 Carl S. Hillier REGISTER OF DEEDS, SARPY COUNTY, NEB. 12

51-72A

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.

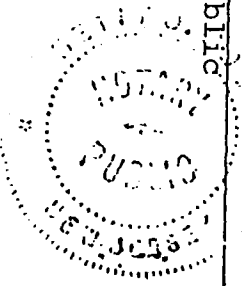
CAMPBELL SOUP COMPANY, a
New Jersey Corporation,

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.

W. A. Schmidt
Notary Public


My Commission expires:
July 19, 1978

51-728

LEGAL DESCRIPTION

STORM SEWER EASEMENT

JOB NO. 327A-02

JANUARY 12, 1978

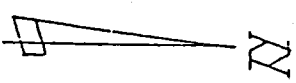
A 30-FOOT WIDE PERMANENT SEWER AND DRAINAGE EASEMENT LOCATED IN THE EAST HALF OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, OF THE 6TH P.M., SABBY COUNTY, NEBRASKA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17-14-12; THENCE SOUTH 02°37'35" EAST (ASSUMED BEARING), ALONG THE CENTERLINE OF 108TH STREET (A.K.A. THE EAST LINE OF SAID SECTION 17-14-12), A DISTANCE OF 1,888.45 FEET; THENCE NORTH 87°22'25" EAST, A DISTANCE OF 50 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 108TH STREET; THENCE SOUTH 05°13'44" WEST, A DISTANCE OF 79.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58°00'24" WEST, A DISTANCE OF 154.7 FEET; THENCE SOUTH 25°06'14" WEST, A DISTANCE OF 746.81 FEET TO A POINT OF TERMINATION.

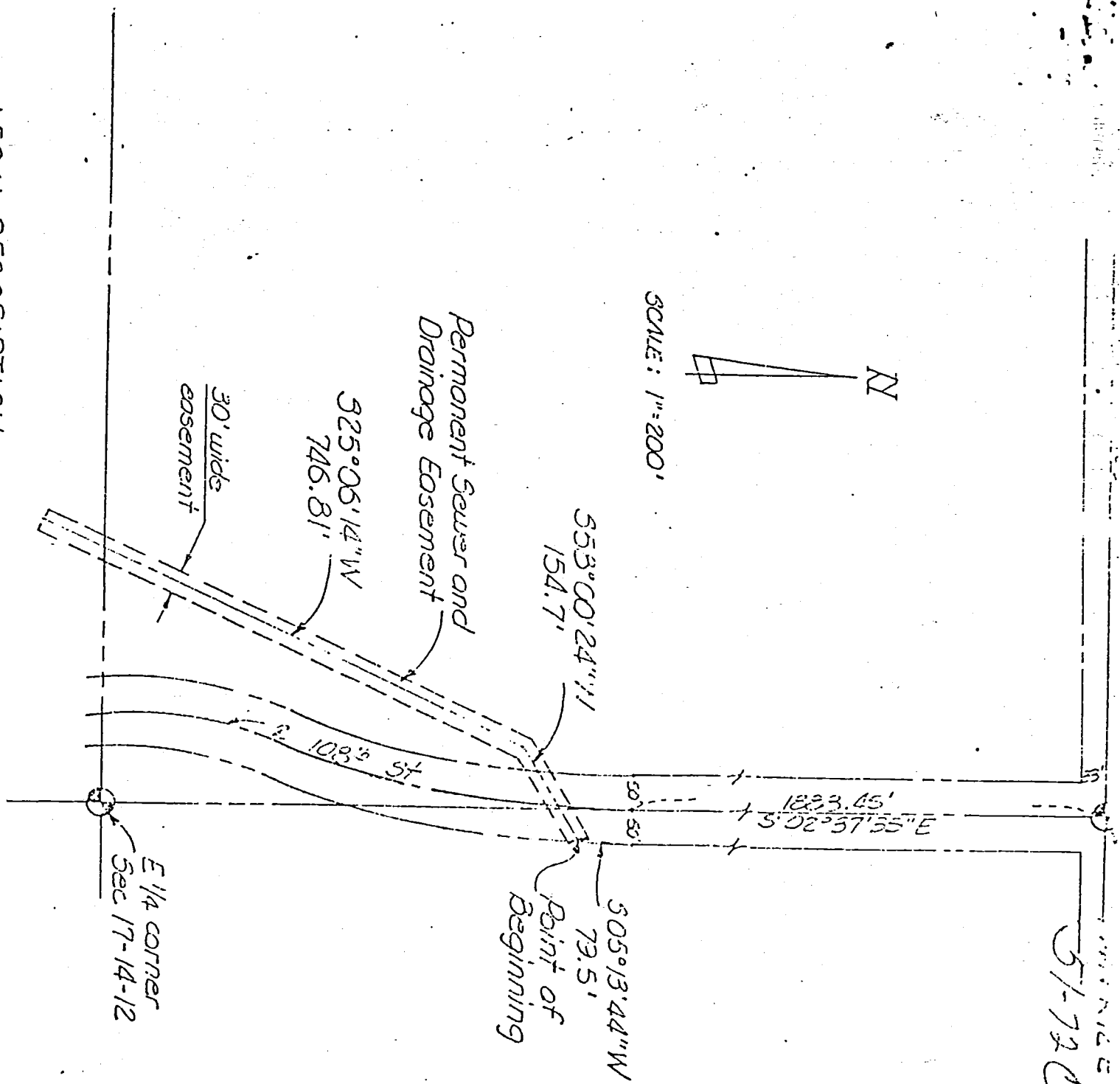
GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS-ENGINEERS-PLANNERS
12100 WEST CENTER ROAD, SUITE 520
OMAHA, NEBRASKA 68144

EXHIBIT "A"

51-72C



SCALE: 1"=200'



LEGAL DESCRIPTION:
See attached sheet

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

DESIGNED _____ DRAWN Spencer CHECKED _____ DATE 1-16-78 SHEET NO. 3274-02
EXHIBIT "B"

51-71

PERMANENT EASEMENT

THIS EASEMENT AGREEMENT, made this 27th day of July, 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 10:35:50 P.M. III FPOK 51 OF Maasel Rec.
PAGE 71 Carl J. Hillstedt REGISTER OF DEEDS, SARPY COUNTY, NEB. 12

10-21-78

51-717

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,

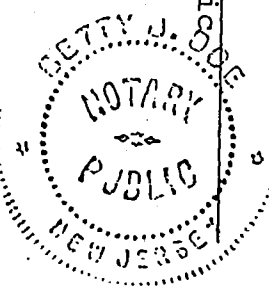
BY *W. A. Schmidt*
Title: Vice President - Capital
Improvements

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 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

Notary Public


57-11B

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"

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

CM

17M

MM

17M

17M

45-529

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 (NE $\frac{1}{4}$) of Section Seventeen (17) and the Northwest Quarter (NW $\frac{1}{4}$) 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.

Approved: *[Signature]* 53-10 form
Asst. Gen. Solicitor
Law Dept. B.N.I.

FILED FOR RECORD 5-11-72 10:45 AM IN BOOK 45 OF Manual Recd
PAGE 229 Book in Hills REGISTER OF DEEDS, SARPY COUNTY NEB. 1250

[Signature] 016621

99-36272

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-036272 Counter DA
Verify W
1999 DE -2 PM 2:23D.E.
Proof AK
Fee \$ 5.50
REGISTER OF DEEDS Cash Chg

R.H. 10/14
AFTER RECORDING RETURN TO:
CROKER HUCK KASHER DEWITT ANDERSON
& GONDERINGER, P.C.
2120 SOUTH 72 STREET SUITE 1250
OMAHA NE 68124-2356

STATEMENT REGARDING
SANITARY AND IMPROVEMENT DISTRICT NO. 59
OF SARPY COUNTY, NEBRASKA

1. Names of Current Board of Trustees:

Chairman/Trustee
Clerk/Trustee
Trustee
Trustee
Trustee

Ronald K. Parks
William J. Wiedenmeyer
James V. McCart
Roger Lindsey
Thomas M. Vaughn

2. Name of:

Attorney:

Robert J. Huck
CROKER, HUCK, KASHER, DEWITT, ANDERSON & GONDERINGER, P.C.

Accountant:

Dutton & Associates, P.C.

Fiscal Agent:

Ameritas Investment Corp.

3. The undersigned hereby acknowledges that the warrant and bonded indebtedness of this District, as hereinafter stated, has been determined as of June 30, 1999, to-wit:

General Fund Warrants \$973
Construction Fund Warrants \$2,973,220
Bonds \$2,850,000

4. Current Tax Levy:

(Cents per \$100 of Valuation)

(a) Bond Tax Levy (Bond/Construction Fund)
(b) Operating Levy (General Fund)

44.0000 Cents
8.4999 Cents
52.4999 Cents

DATED: November 23, 1999.

William J. Wiedenmeyer
William J. Wiedenmeyer, Clerk
Sanitary and Improvement District
No. 59 of Sarpy County, Nebraska

646161

036272

99-25496

FILED SARRY CO. NE.

CERTIFICATION

INSTRUMENT NUMBER
99-025496

99 AUG 11 PM 4: 22

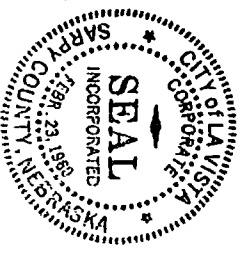
REGISTER OF DEEDS
Rita M. Ramirez

STATE OF NEBRASKA)
COUNTY OF SARPY) SS.
CITY OF LA VISTA)

I, Rita M. Ramirez, the duly appointed, qualified, and acting City Clerk of the City of La Vista, Sarpy County, Nebraska, hereby officially certify:

That the attached document is a true and correct copy of the subdivision agreement for Brook Valley Business Park between the City of La Vista, Brook Valley LTD Partnership, Prime Realty, Inc., and Sanitary and Improvement District No. 59 of Sarpy County dated February 23, 1993, as it appears in the official files of the City of La Vista.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of La Vista hereto this 6th day of August, 1999.



Rita M. Ramirez
Rita M. Ramirez, CMC
City Clerk

Counter STEVE
Verify S
D.E. AK
Proof AK
Fee \$ 119.00
ek bsn bng

44-25496 A

SUBDIVISION AGREEMENT
(Brook Valley Business Park)

THIS AGREEMENT, made this 23rd day of February 1993, by and between BROOK VALLEY LTD PARTNERSHIP, a Nebraska Limited Partnership, Prime Realty, Inc., General Partner (hereinafter referred to as "Developer"), SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARDY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City");

W I T N E S S E T H:

WHEREAS, Developer is the legal and beneficial owner of the land included within the legal description attached hereto as "Exhibit "A" and the proposed plat attached hereto as Exhibit "B", which parcel of land, hereinafter referred as the "area to be developed," is outside the corporate limits of the City but within the City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve a platting of the area to be developed, as more fully shown on Exhibit "B" hereto; and

WHEREAS, the area to be developed is situated within the boundaries of District, being that portion of the District situated west of 108th Street; and

WHEREAS, Developer has elected not to use the personal financing option for the construction of streets, storm sewers, sanitary sewers, and water and electric distribution systems within the area to be developed but instead wishes to finance same through District; and

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of the same shall be specially assessed against the property of Developer;

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, interest on warrants to date of funding by issuance of bonds and bond fees. Miscellaneous costs of the improvement shall include the pro rata share of the general unallocated costs of the District, which unallocated costs shall be prorated to each improvement on the basis that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.
- B. "General obligation" or "general obligation of the District" shall mean the amount by which the entire cost of a particular improvement or type of improvement exceeds the amount of special assessments levied by the District in respect to such improvement or type of improvement.
- C. "Maximum general obligation" of the District shall mean the amount by which the total indebtedness of the District incurred in respect to all improvements within the area to be developed exceeds the

025496

99-25496 B

total of special assessments levied in respect to all such improvements.

D. "Property benefited" shall mean property within the area to be developed (Exhibit "B") which constitutes buildable sites, as defined in Subparagraph 8-D, *infra*.

E. "Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner, as shown in Exhibit "B" attached hereto.

2. Authorized Public Improvements

Developer, District and City agree that the credit of District shall be used for the construction of the following types of public improvements upon the property located within or adjacent to the boundaries of the District:

A. Paving. Concrete paving of all streets dedicated per plat (Exhibit "B"), and illustrated on Exhibit "C" attached herewith, all said paving to be thirty (30) feet in width.

B. Storm Sewer. Storm sewer system, including storm sewers, inlets, manholes, junction boxes, flared end sections and related appurtenances constructed in the dedicated street right-of-way per plat (Exhibit "B") or in dedicated easementways, as illustrated on Exhibit "C" hereto.

C. Sanitary Sewer. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street right-of-way per plat (Exhibit "B") or in dedicated easementways, if any, as illustrated on Exhibit "C" hereto.

D. Water. Water distribution mains, including the following: (1) the extension of the 16-inch diameter water main in 108th Street to the south line of the area to be developed; and (2) water distribution mains located within dedicated street right-of-way per plat (Exhibit "B") to be installed by Metropolitan Utilities District.

E. Street Lighting. Street lighting for public streets dedicated per plat (Exhibit "B") to be installed by Omaha Public Power District.

F. Electrical. Underground electrical service to each of the lots in the area to be developed to be installed by Omaha Public Power District.

G. External Road Improvements. Auxiliary turn lanes in Harrison Street and the portions of intersections with Harrison Street and 108th Street as shown on Exhibit "D" hereto.

The exact design, location and dimensions of and detailed plans and specifications for each of the afore-described improvements are subject to prior approval by the City in advance of award of contract for construction. Except as herein expressly provided, the credit of the District shall not be used for the construction of any improvement.

3. Unauthorized Expenditures

Developer and District agree that the credit or funds of the District shall not be used for the planning, construction, acquisition or financing of any project, improvement, utility installation or connection, or for any facility except to the extent specifically authorized by Paragraph 2 heretof, *supra*. By way of specification and not by way of limitation, Developer and District agree

99-25496 C

that District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the planning, construction, acquisition, installation or financing of:

- A. Any swimming pool, golf course, park, playground, or other recreational facility.
- B. The advancement or payment of any fee, deposit, surcharge, demand charge or similar charge, whether or not refundable, imposed by any utility or other entity providing or contemplating providing utility-type service to the area to be developed.
- C. Any grading costs, except grading in street rights-of-way dedicated per plat (Exhibit "G"), the cost of which shall be one hundred percent (100%) specially assessed.
- D. Sidewalks.
- E. Any sodding, seeding or other landscaping, including that contemplated on street right-of-way, except for the replacement of existing grass in Harrison Street where necessary to construct auxiliary turn lanes.
- F. The payment of any sewer or water connection fee, sewer use or treatment fees, or water charge for lots or properties within or without the area to be developed.
- G. Any gas distribution system.
- H. The purchase of real estate or interest therein, except as may be authorized by the City.

4. Allocation of Cost of Improvements

Developer, District and City agree that the cost of all public improvements constructed by the District within the area to be developed (Exhibit "B"), as authorized by Paragraph 2, supra, shall be defrayed as follows:

- A. Paving. One hundred percent (100%) of the cost of all paving shall be paid by special assessment against the property benefited within the area to be developed, except as follows: (1) the cost of that portion of each of the intersections which do not abut property, as more specifically shown on the typical intersection diagrams attached hereto as Exhibit "E" may be treated as a general obligation of the District; and (2) the cost of auxiliary turn turn lanes in Harrison Street and the portions of intersections with Harrison Street and 108th Street not abutting property all as shown on Exhibit "D" attached hereto.
- B. Storm Sewers. One hundred percent (100%) of the cost of all storm sewers, including manholes, inlets and other appurtenances, for storm sewers twenty-four (24") inches in size or less shall be specially assessed. Any storm sewer located in a public street or in an easement on private property whose size is required to be in excess of twenty-four (24") inches in size may be generally obligated for the difference in material and installation cost between a twenty-four (24") inch pipe and the actual size required, which difference may be generally obligated.
- C. Sanitary Sewers. One hundred percent (100%) of the cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the

99-25496 D

- D. Water. One hundred percent (100%) of the cost of the water distribution system serving the area to be developed shall be specially assessed against property benefitted within the area to be developed, including the entire cost of such contract charges as are authorized to be paid to Metropolitan Utilities District by the provision of Subparagraph 2-D, supra, except that fifty percent (50%) of the actual charges imposed by MUD for the extension of the sixteen (16") inch diameter water main referred to in Subparagraph 2-D hereof may be treated as a general obligation of the District. No portion of the cost of the water distribution system shall be borne by general obligation of the District, except as herein specifically provided.
- E. Street Lighting. The cost of the monthly contract charges paid to Omaha Public Power District for furnishing lighting of public streets, and maintenance and repair costs authorized under Paragraph 12, infra, shall be general obligation of the District.
- F. Electrical. One hundred percent (100%) of the cost of the underground electrical service serving the area to be developed, including contract charges authorized to be paid by District to Omaha Public Power District by the provisions of Subparagraph 2-F, supra, together with such other charges as fall within the definition of "entire cost" as defined in Subparagraph 1-A, supra, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. No portion of the cost of the underground electrical service system shall be borne by general obligation of the District.
- G. Sidewalks. The cost of sidewalks shall be paid by the Developer without use of District's credit or funds.

EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT TO THE CONTRARY, ANY AND ALL COSTS OR OBLIGATIONS WHICH THE DISTRICT SHALL INCUR IN CONNECTION WITH ANY IMPROVEMENT, FACILITY, CONSTRUCTION, UTILITY INSTALLATION OR FINANCING SHALL BE ONE HUNDRED PERCENT (100%) SPECIALLY ASSESSED. THE MAXIMUM GENERAL OBLIGATION DEBT HEREIN PROVIDED FOR SHALL NOT BE EXCEEDED.

5. Phasing of Construction

The Developer has requested and the City has acquiesced in Developer's request that the improvements described herein shall be constructed in two separate phases, Phase I, and Phase II. Special assessments shall be levied in the manner provided by law and in the amount required by this Agreement. Unless the City agrees otherwise, the Developer will levy all special assessments attributable to a particular improvement at one time and no lot shall be exempted from a levy solely by virtue of its location in either Phase I, or Phase II. Levies attributable to particular improvements shall in no way preclude subsequent levies for additional improvements.

6. Maximum General Obligation Debt

Developer and District warrant, covenant and agree that, notwithstanding any other provision of this Agreement to the contrary, the total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with all phases of the construction of the improvements authorized herein shall not in the aggregate, in any event, exceed the total of the amount of general obligation authorized by subparagraphs 4-A, 4-B, 4-D and 4-E, supra. To the extent such general obligation of the District would have otherwise exceeded such total at date of levy of special assessments, the general obligation of the District shall be reduced and the amount specially

assessed for paving, storm sewer and sanitary sewer improvements shall be increased.

99-25496 E

7. Formula to be Applied By on Both District and City

The method herein provided for computing special assessment and general obligation for the improvements herein authorized shall be binding on both the District and the City. City covenants and agrees that should City annex the area to be developed, or any part thereof, prior to District's levy of special assessments for the improvements authorized in Paragraph 2 hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Paragraphs 2 and 4 hereof, supra.

8. Covenants of Developer and District

Developer and District covenant and agree that the District created by Developer will:

- A. Abide by and incorporate into all construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.
- B. Present to the City, prior to the commencement of construction of any improvement, binding contracts between the District and contractors providing for the installation of improvements authorized herein, and a binding agreement between the District and its fiscal agent providing for the placement of warrants and/or bonds of the District to finance the cost of the improvements authorized herein.
- C. Prior to commencement of construction of improvements, District will obtain and file of record permanent easements for all sanitary and storm sewer lines authorized by Paragraph 2 hereof, supra, which are not situated on dedicated street right-of-way. Said easements shall be granted by Developer at no cost to District or City and shall be in form satisfactory to City's Attorney and City's Engineer.
- D. Except as may otherwise be agreed to by City, all said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on a front foot or area basis, by lots or parcels or portions of lots or parcels which are truly buildable sites. If any lot, parcel, or part thereof, or other area within the area to be developed is not a buildable site by reason of insufficient size or dimensions or by reason of its having been acquired for any public purpose, or by reason of easements or similar burdens, or by reason of floodway or flood plain restrictions, or for any other reason, then no portion of the total amount to be levied for special assessments shall be levied against said unbuildable lot, parcel or other area, and the amount that otherwise would have been levied against same shall be spread and levied against the lots, or parts thereof, within the area to be developed which are buildable sites. The City's Engineer will determine which sites, if any, are not buildable sites. Attached hereto as Exhibit "F" is Developer's preliminary determination of the number of square feet of buildable area within each of the lots.
- E. At least thirty (30) days prior to setting the date of any hearing of District to be held for the purpose of equalizing or levying special assessments against property benefited by any improvements constructed by District, submit to City:
 - 1) A detailed schedule of the proposed special assessments;

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- 2) A plat of the area to be assessed;
- 3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - a. the amount paid to contractor;
 - b. a special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of funding by issuance of bonds, estimated fiscal agent's warrant fees and bond fees;
 - c. a special itemization of all unallocated and unpaid costs of the District as defined in Subparagraph 1-A, supra.
- F. In setting the rate of interest for special assessments levied by the District, the District shall set same at the maximum authorized by law for special assessments.
- G. District shall not proceed with any levy of special assessments except in accordance with the terms hereof and only after City has determined the proposed special assessments to be in accordance herewith.
- H. In the performance of this contract, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of Federal or State laws or local ordinances.
- I. Should any of the platted lots per Exhibit "B" be split, all special assessments levied on the lot will be paid at the time of such lot split, unless the City otherwise agrees.

9. Partial Annexation

The parties mutually agree that in the event City shall annex any part of the area shown on Exhibit "B" hereto and said annexation shall not include the then entire territory of the District, then a division of assets and liabilities of the District in connection with such partial annexation of the District shall be made as may be agreed by City and District, and if they are unable to agree, then in the manner provided in Section 31-766 of the Nebraska Revised Statutes, 1943, Reissue 1988, as amended and in effect at the time. The City shall be under no obligation to annex the area to be developed or any part thereof.

10. Construction Standards and Procedures

District and Developer further agree that, as to all improvements constructed by or on behalf of the District or under its control or direction, that:

- A. All such improvements will be constructed in strict accordance with plans and specifications and locations approved in writing by City's Engineer and in strict accordance with the minimum standards and requirements of construction adopted by the City and in effect at the time of construction of said improvements, and that upon completion of construction thereof, District shall furnish to City a certificate from its Consulting Engineers so certifying.
- B. District shall cause "as Built Plans," in reproducible form, and specifications for all such improvements that District shall have

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- heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible linens, except where the City agrees otherwise. The engineering costs attributable to the production of said "As Built Plans" shall be an engineering cost within the meaning of Subparagraph 1-A, SUPRA. District shall, prior to the District's advertising for bids for any improvement within the area to be developed, require District's Engineers to file with city said Engineers' separate written assurance and agreement that said "As Built Plans" will be prepared and filed with the City upon the completion of each improvement.
- C. All such improvements shall comply with all applicable federal and state laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance.
- D. In the event that City's Engineers determine that there is anything in the construction, maintenance or operation of any such improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same street right-of-way or easementway, District will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action which shall be implemented by District at District's cost.
- E. District shall require each contractor to furnish a performance and maintenance bond, with District and City as joint and several obligees thereon, which bond shall be satisfactory to the City as to surety, form and terms.
11. Administrative Fee
- A. Developer and District agree that, in addition to whatever inspection and testing that District shall perform or cause to be performed, City reserves the right to cause City's own inspection to be made of all construction of public improvements constructed by District, whether within or without the area to be developed. District agrees that it will pay to City an amount equal to two percent of the construction cost of all improvements constructed by or for the District, including electrical and water distribution systems constructed pursuant to contracts between the District and Omaha Public Power District or Metropolitan Utilities District, as well as all other improvements authorized under Paragraph 2, SUPRA, as reimbursement to City for engineering, legal and administrative expenses incurred by City in connection with administration of this Agreement. Said administrative fee shall be paid to City as follows:
- A. The first installment shall constitute one percent of the construction cost estimate for the various improvements computed by the engineer and shall be paid to the City at the time the City approves the plans and specifications of the improvements; and
- B. The remaining portion of said fee, if any, shall be paid at the time of the acceptance of the improvements by the District, and shall be equal to two percent (2%) of the final construction contract amounts reduced by the first installment paid pursuant to Subparagraph A above.
- Said fees shall be a cost of the improvements within the meaning of Subparagraph 1-A, SUPRA, and shall be prorated among improvements in the same ratio that the entire cost of each improvement bears to the entire cost of all improvements constructed by the District.

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12. Testing Expense

District shall cause appropriate testing of materials and work finished in respect to the construction of improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which, not to exceed Ten Thousand Dollars (\$10,000.00), shall be paid by District to the party performing the testing procedures; which additional testing costs, not to exceed Ten Thousand Dollars (\$10,000.00), shall also be a cost of the improvement. Neither the Developer nor the District nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the District and its engineers.

13. Maintenance of Improvements

It is further agreed that the District shall maintain and keep in good repair all improvements authorized to be constructed within the boundaries of the District pursuant to Paragraph 2, SUPDg. Prior to expending District credit or funds on any major repairs, District shall first make a determination that the project would not be covered by the performance bond and/or any separate maintenance bond executed by the contractor involved in the original construction of said improvement. Repairs reasonably estimated to cost more than Twenty-Five Thousand Dollars (\$25,000.00) shall be subject to prior approval of City.

14. Miscellaneous

It is further mutually agreed:

- A. District need not construct the extension of the water main in 108th Street to the South end of the area to be developed until such time as City or Metropolitan Utilities District determines that such extension should be constructed.
- B. That the District shall levy an annual mill levy sufficient to fully comply with applicable statutes and, in all events not less than that necessary to produce an amount of taxes sufficient to pay all general operating expenses of the District, including street lighting, water hydrant fees, and maintenance, repair and reconstruction costs authorized and required under Paragraph 13, SUPDg, together with interest on that portion of the District's indebtedness that exceeds the total amount of outstanding special assessments of the District; and
- C. That in addition to whatever rights of enforcement of the terms hereof are herein granted to any party, each party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the parties expressly reserve to and right to specifically enforce full compliance of the terms and conditions of this agreement by mandatory or prohibitory injunction.
- D. The covenants hereof of Developer and the District are joint and several and shall constitute covenants running with the land.
- E. The parties mutually agree that at this time public sidewalks are not necessary, but City reserves the right to require sidewalks in the future as City may determine necessary along 108th Street and along Harrison Street, which, if required, shall be at the cost of the Developer or its successor in interest.

15. Exhibit Summary

The Exhibits attached hereto and made a part hereof are as follows:

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- Exhibit "A": Metes and bounds legal description of the area to be developed.
- Exhibit "B": Plat of area to be developed.
- Exhibit "C": Plat drawing showing type and location of public improvements.
- Exhibit "D": Illustration of auxiliary turning lanes in Harrison Street and street intersections with Harrison Street and with 108th Street outside the boundaries of District which are to be constructed by District, consisting of 4 pages.
- Exhibit "E": Illustration of typical internal street intersections, showing portions thereof to be general obligation and portions to be specially assessed.
- Exhibit "F": Page F-1 - Developer's preliminary drawing of areas excluded from special assessment by reason of being non-buildable.
Page F-2 - Developer's preliminary determination of number of square feet of buildable land within each of the platted lots.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures and seals at La Vista, Nebraska, the day and year first above written.

ATTEST:
 BROOK VALLEY LTD. PARTNERSHIP, a Nebraska
 Limited Partnership
 PRIME REALTY, INC., GENERAL PARTNER

By: James W. McCart
 Its President

ATTEST:
 SANITARY AND IMPROVEMENT DISTRICT
 NO. 59 OF SARPY COUNTY, NEBRASKA

By: John M. Muecke
 Chairman of the Board of Trustees

CITY OF LA VISTA

ATTEST:
Dorothy A. McGinnis
 Dorothy A. McGinnis, City Clerk

By: Harold Anderson
 Harold Anderson, Mayor

STATE OF NEBRASKA
 COUNTY OF Douglas } ss.
 On this 3rd day of February, 1983, before me, the undersigned, a notary public in and for said county, personally came James V. McCart, to me personally known to be the President of Prime Realty, Inc., General Partner of

99-25496 J

Brook Valley Ltd. Partnership, and Beth McLeet, to me personally known to be the Secretary of Prime Realty, ~~and~~ the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

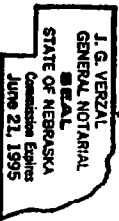


Rita M. Aiken
Notary Public

STATE OF NEBRASKA }
COUNTY OF DeWitt } ss.

On this 3rd day of February, 1993, before me, the undersigned, a notary public in and for said county, personally came Valde Hovvick, to me personally known to be the Chairman of the Board of Trustees of Sanitary and Improvement District No. 59 of Sarpy County, Nebraska, and William J. Winkler, to me personally known to be the Clerk of the Board of Trustees of Sanitary and Improvement District No. 59 of Sarpy County, Nebraska, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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



J.G. Verzal
Notary Public

STATE OF NEBRASKA }
COUNTY OF DeWitt } ss.

On this 3rd day of March, 1993, before me, the undersigned, a notary public in and for said county, personally came HAROLD ANDERSON, to me personally known to be the Mayor of the City of La Vista, and DOROTHY A. MCGINNIS, to me personally known to be the Clerk/Treasurer of the City of La Vista, the identical persons whose names are affixed to the foregoing Subdivision Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

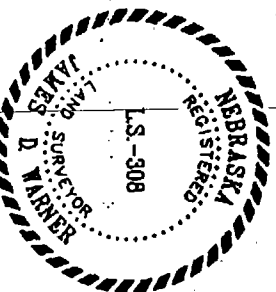


Rita M. Aiken
Notary Public

99-25496 K

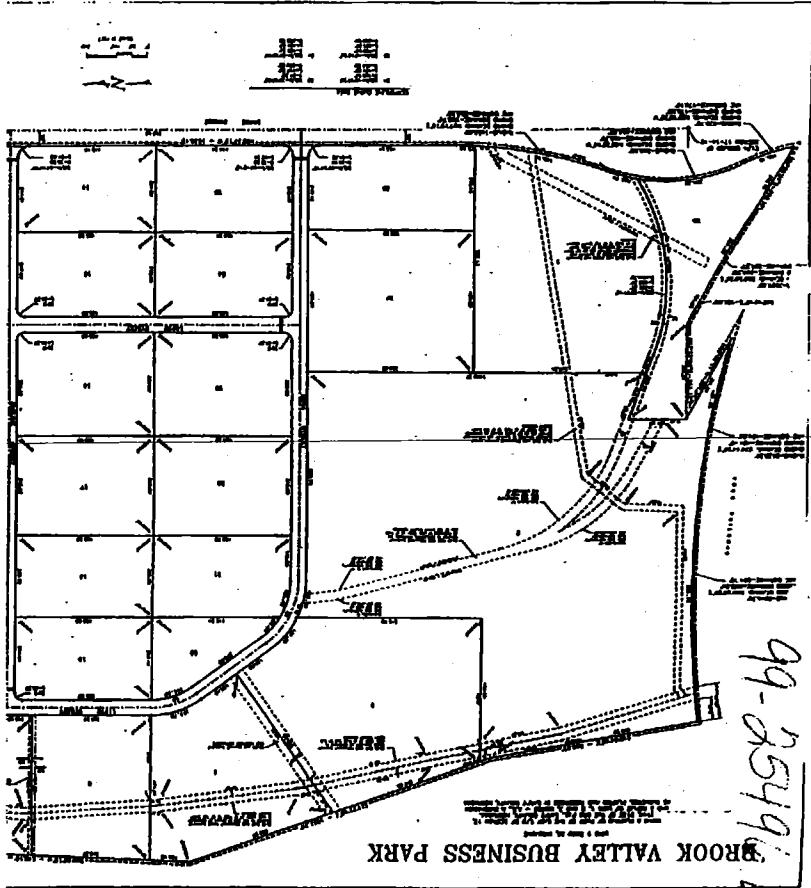
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN SAID THAT IRON PIPES OR PERMANENT MARKERS HAVE BEEN SET AT ALL CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF LA VISTA TO INSURE THAT IRON PIPES WITHIN SAID SUBDIVISION TO BE KNOWN AS BROOK VALLEY BUSINESS PARK, LOTS 1 THRU 28, INCLUSIVE, BEING A PLATING OF THAT PART OF THE EAST 1/2 OF SECTION 17, T14N, R12E, BEING A PLATING OF SAID SECTION 17, THENCE S02°37'19"E (ASSUMED BEARING) 50.00 FEET ON THE EAST LINE OF SAID SECTION 17; THENCE S87°28'24"W 60.00 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 17 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF HARRISON STREET, THENCE WESTERLY ON THE SOUTH LINE OF HARRISON STREET ON THE FOLLOWING DESCRIBED SEVEN COURSES; THENCE S87°38'24"W 1507.76 FEET, THENCE S69°22'38"W 86.16 FEET, THENCE N75°34'53"W 83.87 FEET, THENCE S87°38'24"W 120.64 FEET, THENCE S80°14'00"W 100.84 FEET, THENCE S88°03'50"W 287.92 FEET, THENCE S85°36'39"W 78.93 FEET, THENCE S00°08'15"W 940.10 FEET, THENCE S21°21'40"E 1052.34 FEET, THENCE S12°04'42"E 689.92 FEET TO THE NORTH LINE OF THE C & O RAILROAD; THENCE EASTERLY ON THE NORTHERLY LINE N87°59'27"E CHORD DISTANCE 822.04 FEET AN ARC DISTANCE OF 424.79 FEET TO A POINT OF COURROUND CURVE; THENCE SOUTHWESTERLY ON A 2930.39 FOOT RADIUS CURVE TO THE RIGHT CHORD BEARING S79°44'57"E CHORD DISTANCE 424.49 FEET AN ARC DISTANCE OF 424.88 FEET; THENCE N62°48'47"W 301.24 FEET TO THE SCUT LINE OF THE NORTH 1/2 OF SAID SECTION 17; THENCE N87°33'55"E 503.37 FEET ON THE NORTH 1/2 OF SAID SECTION 17; THENCE S00°08'15"W 940.10 FEET, 467.47 E 51.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A 3921.68 FOOT RADIUS CURVE TO THE RIGHT CHORD BEARING S80°38'39"E CHORD DISTANCE 251.23 FEET AN ARC DISTANCE OF 251.27 FEET TO A POINT OF TANGENCY; THENCE S59°06'31"E 273.19 FEET TO THE WEST LINE OF 108TH STREET, THENCE NORTHERLY ON THE WESTERLY LINE OF 108TH STREET THE FOLLOWING FIVE DESCRIBED COURSES; THENCE NORTHEASTERLY ON A 638.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N20°18'25"W, CHORD DISTANCE 178.52 FEET, AN ARC DISTANCE OF 179.10 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ON A 588.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N05°32'16"W, CHORD DISTANCE 455.75 FEET AN ARC DISTANCE OF 468.01 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ON A 1450.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N07°19'16"E, CHORD DISTANCE 500.74 FEET, AN ARC DISTANCE OF 503.26 FEET TO A POINT OF TANGENCY; THENCE N02°37'19"W 1828.45 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 17; THENCE N47°29'46"W 1417 FEET TO THE POINT OF BEGINNING.



JAMES D. WARNER, R.L.S. 308

NOVEMBER 10, 1992
DATE



99-25497

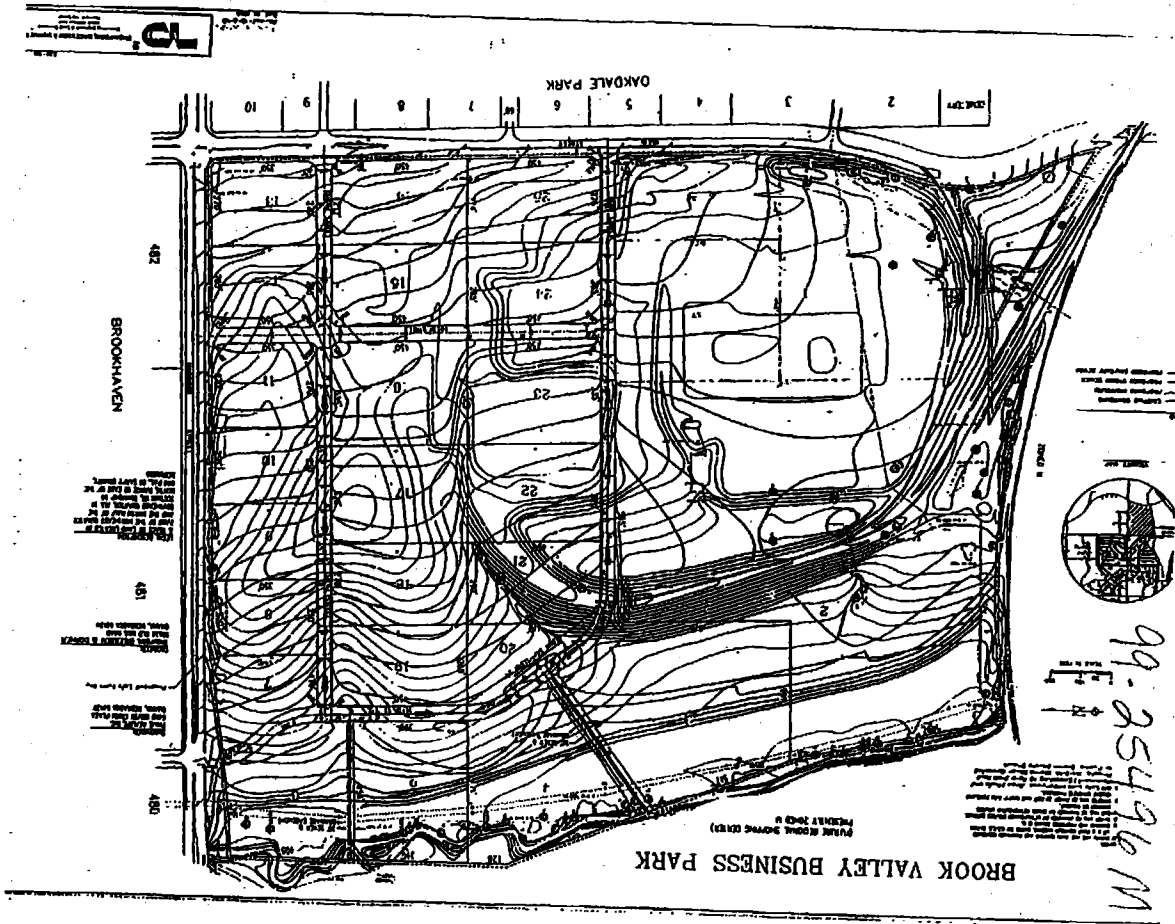
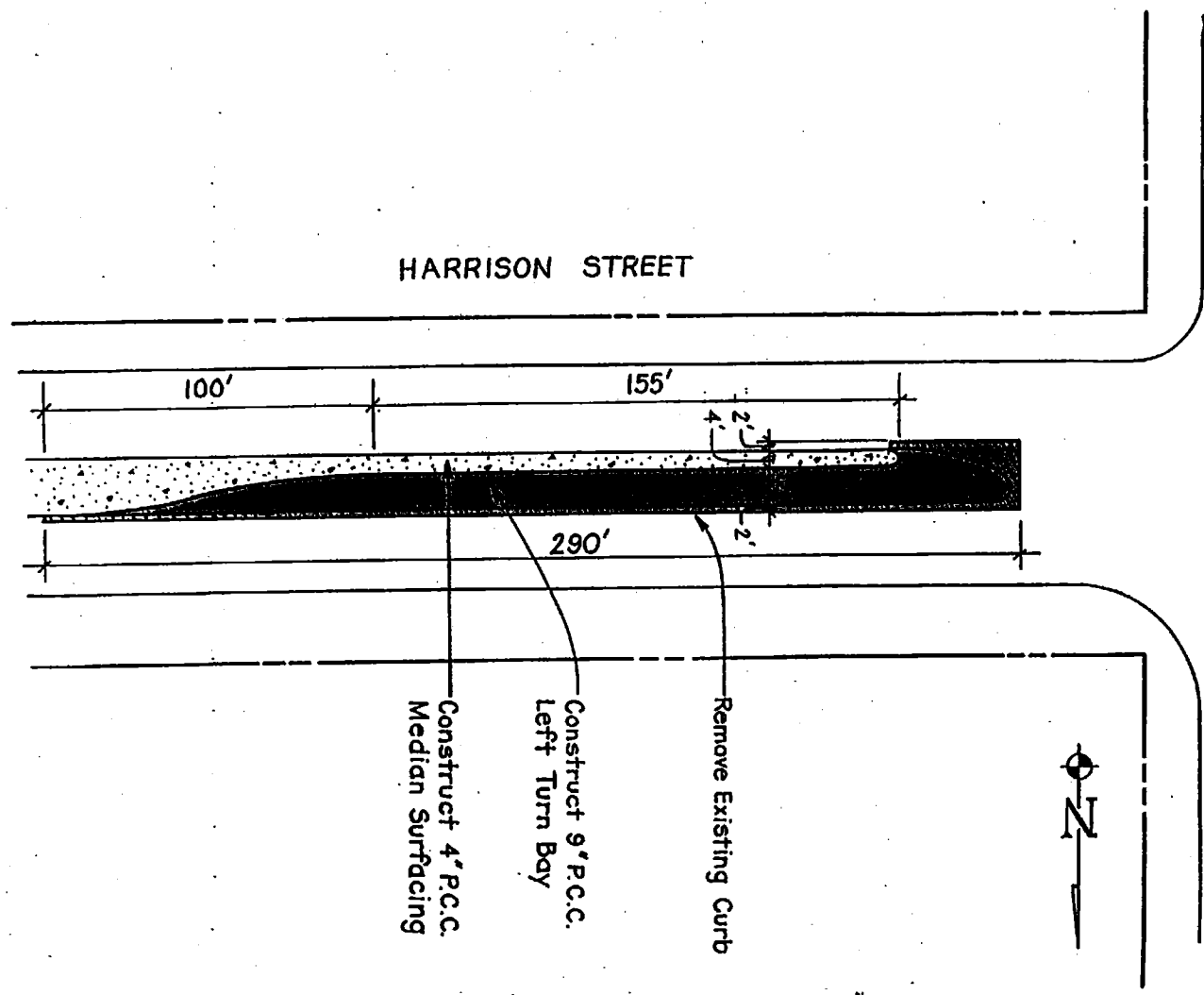


EXHIBIT "C"
PAGE C-1

113TH STREET 99-25496 N



HARRISON STREET

100'

155'

290'

Remove Existing Curb

Construct 9' P.C.C. Left Turn Bay

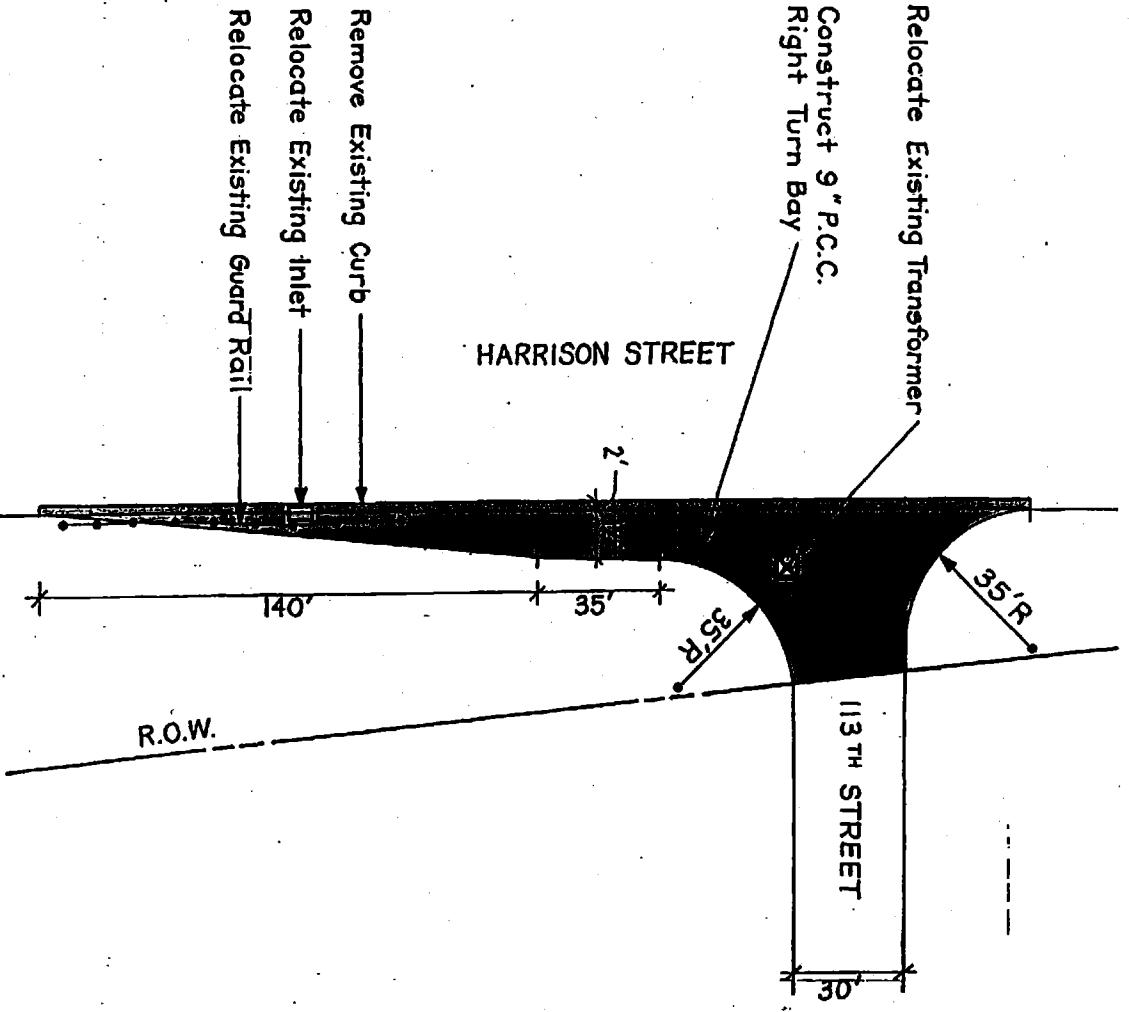
Construct 4' P.C.C. Median Surfacing



XXXXXXXXXX

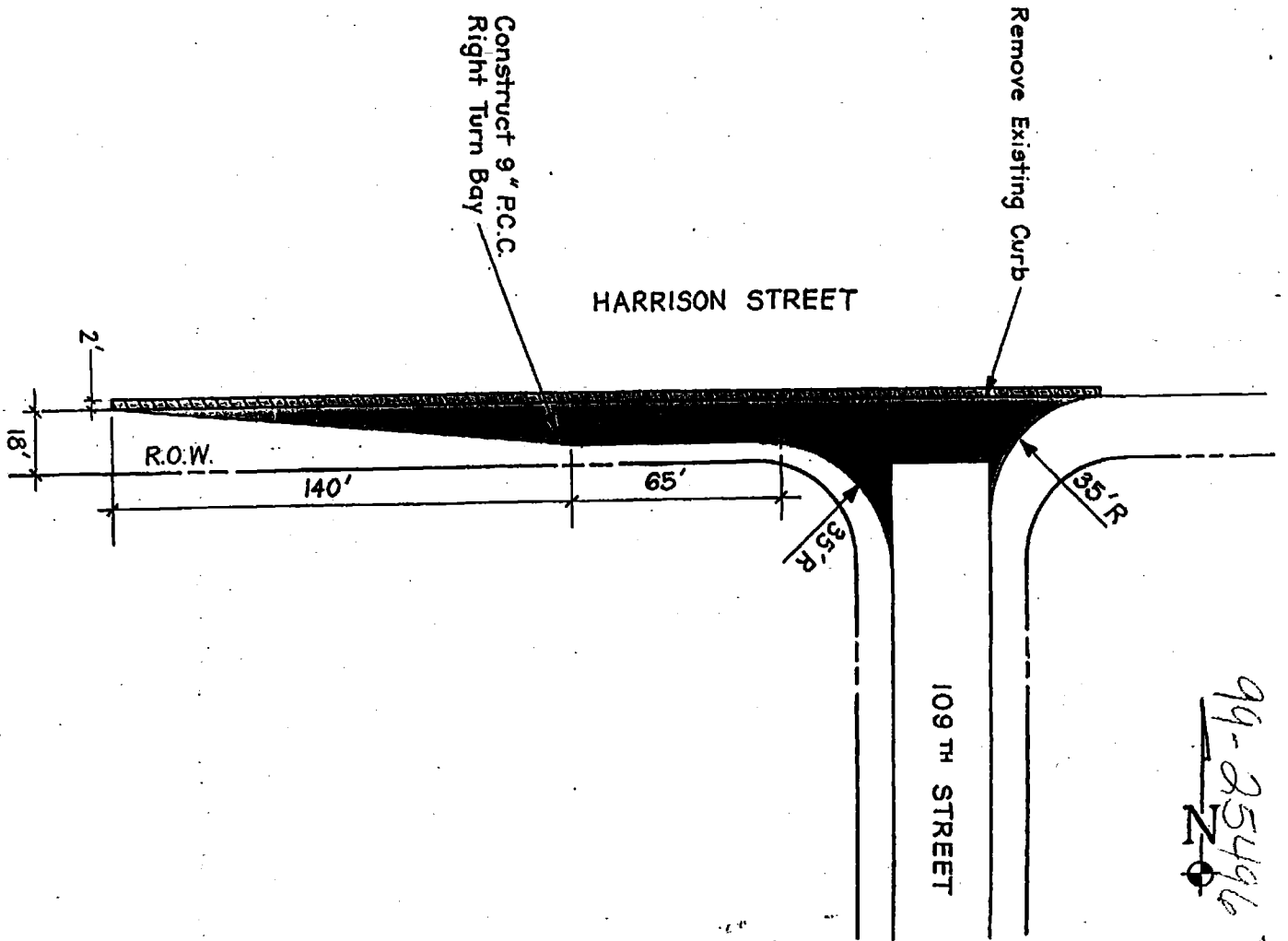


99-254960

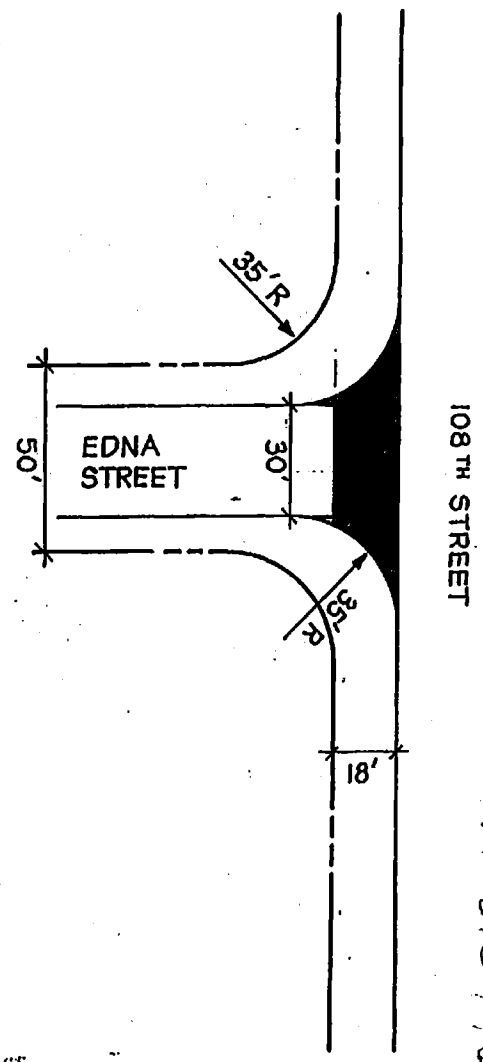
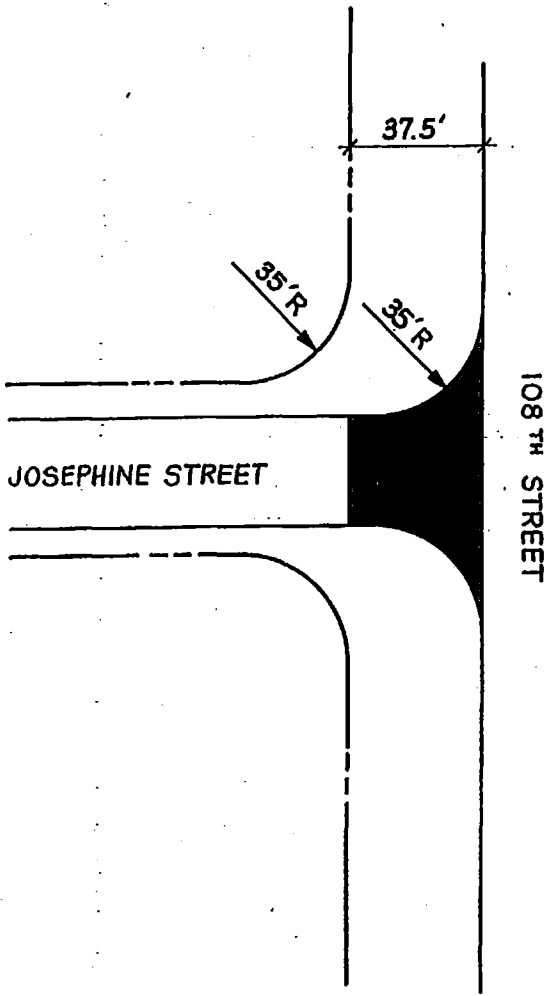


NOTE: _____
Work Shown On This Sheet May Be
A General Obligation Expense.

EXHIBIT "D"
PAGE D-2



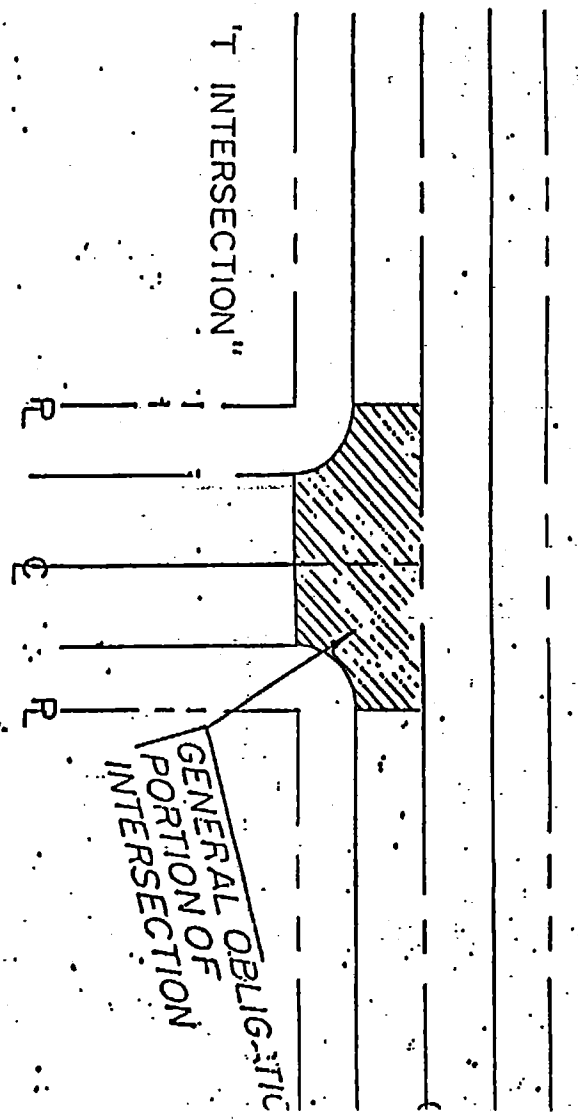
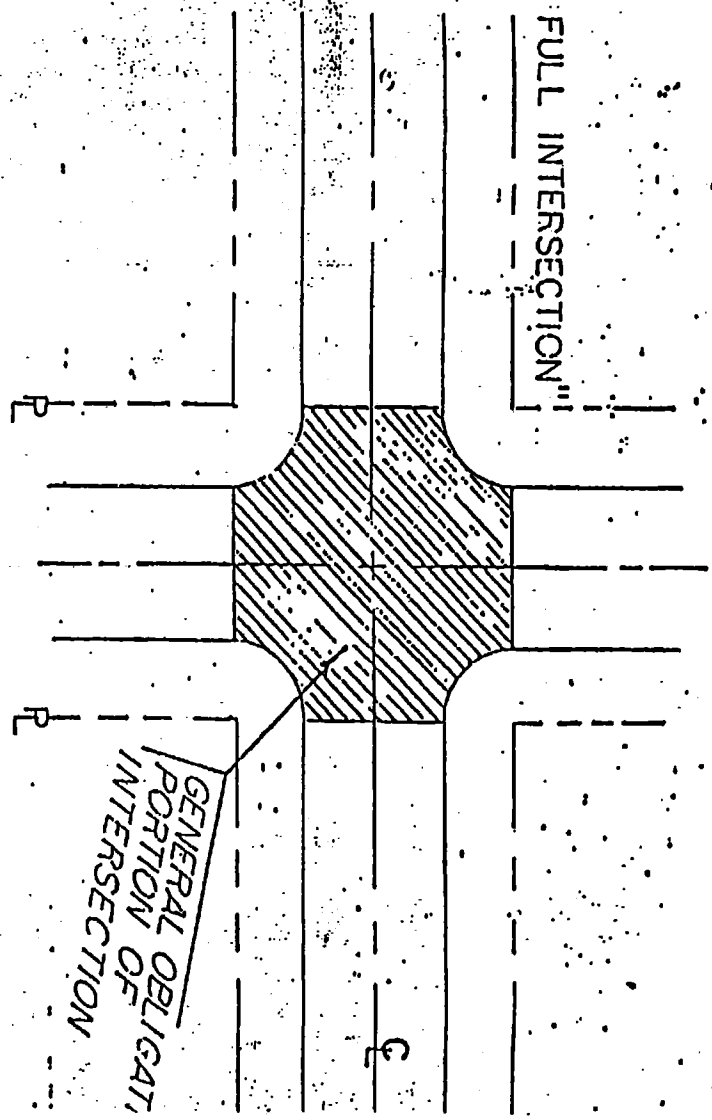
99-25496 P
N

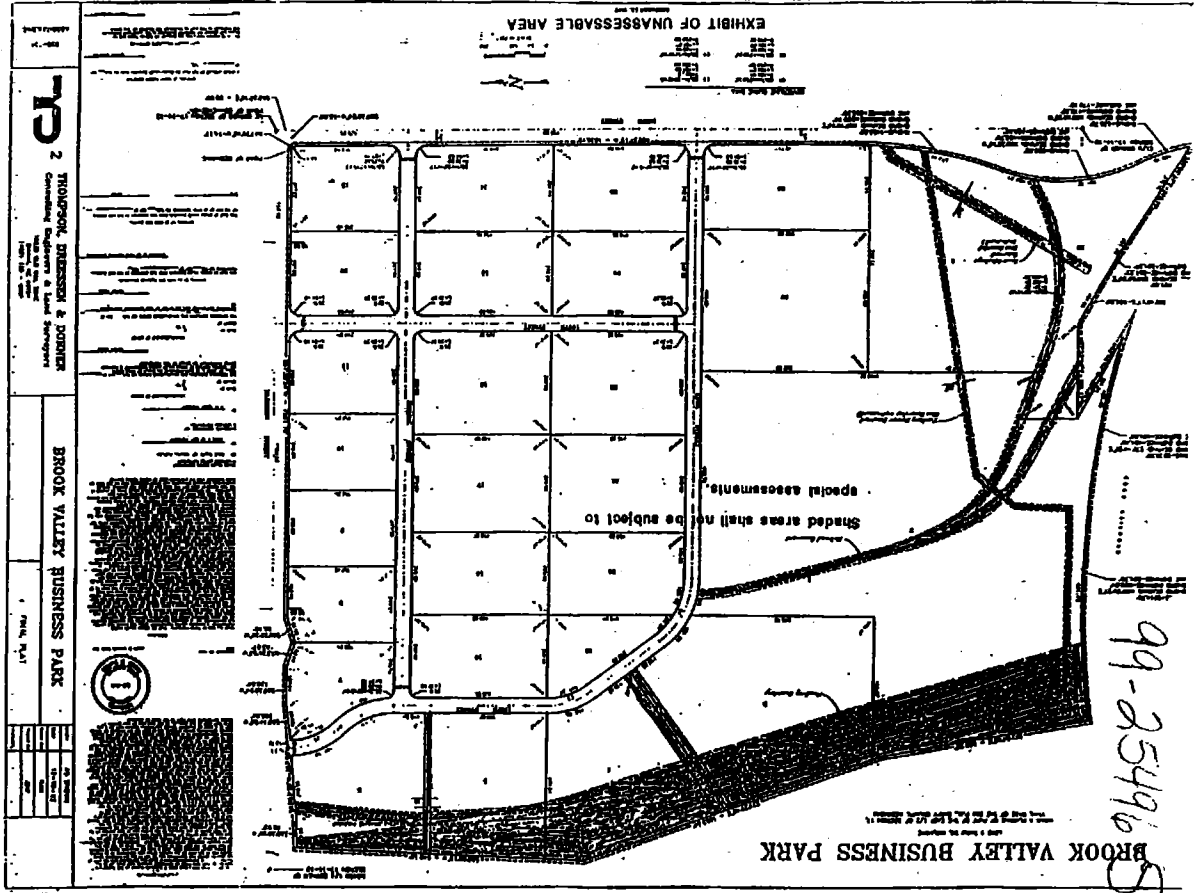


99-25496 D

N

STREET INTERSECTION
DRAWING 99-25496 R





TP
 2 THOMPSON, HENNESSY & JOHNSON
 Consulting Engineers & Land Surveyors
 1000 1st St. N.E.
 Grand Rapids, MI 49503
 Phone: (616) 454-1100
 Fax: (616) 454-1101

BROOK VALLEY BUSINESS PARK
 1 Final Plat

1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
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96	1.00	1.00	1.00
97	1.00	1.00	1.00
98	1.00	1.00	1.00
99	1.00	1.00	1.00
100	1.00	1.00	1.00

99-254967

BROOK VALLEY BUSINESS PARK

<u>LOT #</u>	<u>TOTAL LOT AREA PER FINAL PLAT</u>	<u>USEABLE AREA FOR ASSESSMENT PURPOSES</u>
1.	411,877	367,277
2.	1,276,204	1,040,304
3.	380,604	262,304
4.	231,851	108,351
5.	180,700	117,700
6.	170,106	123,106
7.	84,521	84,521
8.	84,628	84,628
9.	85,750	85,750
10.	85,750	85,750
11.	92,349	92,349
12.	94,800	94,800
13.	97,128	97,128
14.	125,952	125,952
15.	122,267	122,267
16.	148,365	148,365
17.	141,750	141,750
18.	119,250	119,250
19.	121,113	121,113
20	68,474	68,474
21.	186,417	186,417
22.	141,750	141,750
23.	148,366	148,366
24.	122,267	122,267
25.	126,872	126,872
26.	152,215	152,215
27.	251,726	251,726
28.	160,475	138,075
TOTALS	5,413,527	4,758,827

- NOTES:
1. Lot 28 shall be subject to assessments for water, paving, and power only.
 2. Lot 1 shall be subject to assessments for power only.
 3. Useable area excludes sewer and drainage easements, railroad easements, and floodway areas but does not exclude the normal utility easement areas.

12/23/92

95-02898

PLEASE RETURN TO:
FARLAND TITLE SERVICES, INC.
1330 S 119th ST
OMAHA, NE 68144

AMENDMENT TO DECLARATION OF COVENANTS
BROOK VALLEY BUSINESS PARK

THIS AMENDMENT IS MADE THIS 20TH DAY OF FEBRUARY, 1995 BY BROOK VALLEY LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP (HEREINAFTER REFERRED TO AS "DECLARANT"),

HERBERTS, THE DECLARANT IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY:

Lot 1 EXCEPT the North 30.00 feet of the West 456.00 feet of said Lot 1, TOGETHER WITH Lot 2 EXCEPT the East 300 feet of the North 582.03 feet of said Lot 2, TOGETHER WITH all of Lot 3, TOGETHER WITH that part of Lot 4 more particularly described as follows: BEGINNING at the Northwest corner of said Lot 4; thence North 87°38'24" East (Assumed bearing) 471.84 feet on the North line of said Lot 4 to the Northeast corner thereof; thence Southeasterly on the Easterly line of said Lot 4 on a non-tangent 275.00 foot radius curve to the left, chord bearing South 11°35'43" East, South distance 88.27 feet, an arc distance of 88.65 feet; thence South 69°10'11" West 478.14 feet on a non-tangent line to the West line of said Lot 4; thence North 21°21'40" West 116.97 feet on the West line of said Lot 4; thence North 00°08'15" East 128.13 feet on the West line of said Lot 4 to the point of beginning, TOGETHER WITH all of Lots 5 through 17, both inclusive, TOGETHER WITH the East 49.39 feet of Lots 18 and 21, TOGETHER WITH all of Lot 28, All in BROOK VALLEY BUSINESS PARK, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska, AND

THE DECLARANT HAS AGREED TO AMEND SAID DECLARATION OF COVENANTS WHICH WERE RECORDED ON THE 25TH DAY OF FEBRUARY, 1993 BY INSTRUMENT NO. 93-003605 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, BY DELETING ARTICLE II, PARAGRAPHS B OF SAID COVENANTS AND AMENDING PARAGRAPH A TO READ AS FOLLOWS: ALL BUILDING WALLS THAT FACE STREETS, SUCH AS ANCILLARY BUILDINGS, SHALL BE APPROVED MASONRY CONSTRUCTION CONCRETE OR BRICK, STONE, PAINTED CONCRETE BLOCK, ARCHITECTURAL CONCRETE OR ARCHITECTURAL PLASTER.

THE DECLARANT HEREBY STATES THAT THE REMAINDER OF SAID DECLARATION OF COVENANTS SHALL CONTINUE ON ITS FULL FORCE AND EFFECT AND ARE HEREBY RATIFIED AND AFFIRMED BY THE UNDERSIGNED.

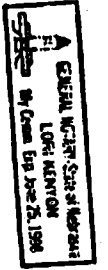
IN WITNESS WHEREOF, THE DECLARANT HAS EXECUTED THIS AMENDMENT ON THE DATE FIRST MENTIONED ABOVE.

* New Version as Lots 31, 32, part of Lots 30 and 33, Brook Valley Business Park
BROOK VALLEY LIMITED PARTNERSHIP,
a Nebraska Limited Partnership

By: Prime Realty, Inc., general partner
By: James V. McCarty, President

STATE OF Nebraska, ss.
COUNTY OF Madison

The foregoing instrument was acknowledged before me, a Notary Public, on this _____ day of March, 1995, by James V. McCarty



Shirley K. Kuntz NOTARY PUBLIC
My Commission Expires 5-25-94

95-2898 HTS

75-2288A

BROOK VALLEY BUSINESS PARK

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS (hereinafter referred to as the "Declaration") is made and executed by BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska limited partnership (hereinafter referred to as the "Declarant")

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots Thirty-four (34) through Forty-seven (47), inclusive, in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, as herein set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following covenants, all of which are for the purpose of enhancing and protecting value, desirability and attractiveness of said lots. These covenants shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in the above described real property, or any part thereof, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS

(a) "Accessory Structure shall mean a structure which is incidental to and customarily associated with a specific principal use or building on the same site.

95-05898 B

(b) "Declarant" shall mean and refer to Brook Valley Limited Partnership, a Nebraska limited partnership whose sole general partner is Prime Realty, Inc., a Nebraska corporation.

(c) "Lot" shall mean and refer to any plot of land platted as a lot as shown upon the recorded initial subdivision plat of Brook Valley Business Park, or as any such lot may hereafter be subdivided, replatted or reconfigured, in whole or in part.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Subdivision, including contract sellers, but excluding those persons having such interest merely as security for the performance of an obligation (including the trustee under a deed of trust). "Owner" shall include Declarant when the Owner of a lot.

(e) "Subdivision" shall mean Brook Valley Business Park, as surveyed, platted and recorded, Sarpy County, Nebraska.

II LIMITATIONS AS TO TYPE OF CONSTRUCTION

All building walls that face streets, except ancillary buildings, shall be approved masonry construction such as brick, stone, painted concrete block, architectural concrete, or architectural plaster.

III. BUILDING SET-BACKS

There shall be a minimum front yard set-back of 75 feet from any street and a minimum side yard and rear yard set-back of 25 feet from the respective lot lines or 75 feet from any street.

The front yard and all other landscaped areas, including that area between the street paving and the property line, shall be planted with grass and properly maintained as a lawn area except that part used for driveways or parking. Parking shall not be permitted closer than twelve (12) feet to the paving line of all streets.

The minimum distance between any two buildings on the same tract shall be 20 feet.

IV LIMITATIONS AS TO PERCENTAGE OF LAND COVERED BY BUILDINGS

95-02782

The total coverage of buildings and structures, including docks and loading platforms, shall not exceed sixty (60) percent of the area of each individual tract.

V. PARKING FACILITIES

All vehicular parking (customer, visitor and employee) shall be off-street. The minimum number of vehicular parking spaces required shall equal at least forty (40) percent of the number of employees normally engaged at one time in the business or industry conducted on each individual tract. Parking areas shall not be used for any purpose other than the parking of automotive vehicles belonging to customers, visitors and employees. In no case shall any storage, servicing or dismantling of automobiles or other vehicles, or loading or unloading operations, be permitted in the required parking areas. All parking areas shall be hard surfaced with suitable dustless material. Automobiles, trucks and other self-propelled vehicles parked out of doors within the Subdivision must be in operating condition.

VI. LOADING AREAS

All loading and unloading operations shall be off-street. In no case shall loading or unloading be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced with a suitable dustless material. No loading areas shall be constructed facing any public street or highway without prior written approval of Declarant. However, in no event, shall a loading or unloading area face 108th Street or Harrison Street.

VII. OUTSIDE STORAGE

No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building unless it be so screened by fences, walls or plantings that it cannot be seen from any public street. In no event shall any part of the required parking or lawn areas be used for the storage or abandonment of any property. No area outside the confines of a walled building shall be

45-028981D

used to display any article of merchandise held for the purpose of sale. No outside storage shall be permitted closer to any street than the building set-back requirement without prior written approval of Declarant.

VIII. ERECTION OF SIGNS

No Owner, lessee or occupant of any Lot shall use, or permit to be used, any portion of the property under his control for the erection of signs, billboards or displays, other than those directly connected with the business operated on said site. No flashing signs or lights, revolving beacons, strobe lights or similar electrical or mechanical mechanisms, whether permanent or temporary in nature, shall be permitted. No signs shall be erected or maintained on the roof of any building. Written approval is required prior to the erection or modification of any sign, other than a sign attached to a building and identifying the address and/or the occupant thereof.

IX. MAINTENANCE OF UNDEVELOPED AREAS

That portion of each tract which is not improved through the construction of building, parking facilities, loading facilities and lawn area, as hereinbefore provided, shall be seeded to cover planting which grows to a height not to exceed approximately eighteen (18) inches and shall be continuously and attractively maintained. In no event and at no time shall any Lot be planted to cultivated row crops. Each Lot Owner shall be responsible for the maintenance of property beyond the lot line up to the edge of the pavement of the abutting street or streets.

X. OFFENSIVE USES

No noxious or offensive activity shall be carried on upon any Lot, no shall anything be done thereon which is, becomes or produces, an annoyance, nuisance or hazard to the Owner or occupant of other property within the Subdivision, including, but no limited to, unsightliness or the emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke noise or "Hazardous Substance," as defined in 101(14) of CERCLA (42 U.S.C. 9601 (14)) or any applicable present or future state or local law, rule, regulation or ordinance, as amended from time to time.

95-0214/E

XI. ZONING AND BUILDING REGULATIONS

In addition to the foregoing, the use and building regulations, as now or hereafter imposed by the provisions of the zoning and building regulations of all governmental entities having jurisdiction shall apply throughout the Subdivision, except as such may be modified by duly constituted authority.

XII. APPROVAL OF PLANS

(a). No building, fence, wall, driveway or other external improvements, above or below the surface of the ground, shall be built erected, placed, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading or excavation be commenced without the express written approval of the Declarant. "Approval of Declarant" (including disapproval) shall also mean approval (or disapproval) by another person designated by Declarant in a writing duly recorded in the Office of the Register of Deeds and indexed against the Subdivision as approving authority in lieu of Declarant.

(b) Documents submitted for approval shall be clear, concise, complete, consistent and legible. Samples of materials to be included in the improvement may be required of the applicant at the discretion of Declarant. Submittals for approval shall be made in duplicate and comments and action of Declarant will be identically marked on both copies of said submittals. One copy will be returned to the applicant and one copy will be retained as part of the permanent records of Declarant. Each applicant shall submit to Declarant the following documents, materials and/or drawings:

- (i) Site plan, indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.
- (ii) Complete construction plans, including, but not limited to, floor areas of each level, wall sections and exterior elevations clearly indicating type and extent of exterior materials and roofing.

95-02898E

- (c) The applicant's name, address and telephone number shall appear on each set of plans submitted to Declarant.
- (d) The approval or disapproval of Declarant, as required by these covenants, shall be in writing. Failure of Declarant to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as approval of the plans and specifications submitted.

XIII. COMPLIANCE WITH GOVERNMENT REGULATIONS, ETC.

The Owner of each Lot shall, at all time, keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and in all respects in compliance with applicable rules, regulations, ordinances and statutes of all governmental authorities having jurisdiction. All lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main building structure intended for such Lot. Vacant Lots shall not be used for dumping of earth or other waste materials and shall be maintained level and smooth enough for machine mowing. A building upon which construction has begun must be completed within on year from the date the foundation was dug for said building.

XIV. SIDEWALKS

Concrete sidewalks, four feet wide by four inches thick, shall be constructed by the Owner of each Lot in accordance with the sidewalk standards and regulations approved by the City Council of the City of LaVista prior to the time of completion of the main structure on said Lot.

XV. EXCEPTIONS OR MODIFICATIONS

Exceptions to, or modifications of, these protective covenants as unusual circumstances or special situations may warrant must be submitted to Declarant for prior written approval.

95-05898 G

XVI. DURATION

(a) These covenants are run with and bind the land for a term of fifteen (15) years from the date this Declaration is recorded, and shall be automatically renewed and extended for successive periods of five (5) years each, unless and until the then Owners of a majority of the land within the Subdivision execute and record an instrument terminating these covenants. Hereafter, this Declaration may be amended by an instrument executed by the Owners of not less than seventy-five percent (75%) of the land within the Subdivision. For purposes of determining the "Owners of a majority of the land within the Subdivision" or "seventy-five percent (75%) of the land within the Subdivision," each Lot Owner shall be entitled to one vote for each square foot of land within the Subdivision to which fee simple title is held by such Owner.

(b) The Declarant, or any Owner or contract purchaser of a Lot, shall have the right to enforce, by proceeding at law or in equity, all restrictions and covenants now or hereafter imposed by the provision of this Declaration, either to prevent or restrain any violation of the same, or to recover damages for such violation. Failure by the Declarant, any Owner or contract purchaser to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

XVII. SEVERABILITY

If any term or provision of this Declaration, or the application of it to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Declaration and the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision thereof shall be valid and shall be enforced to the extent permitted by law.

XVIII. NOTICES

All notices to be given pursuant to the Declaration shall be in writing and must be given by United States mail, certified or registered,

95- 25894 H

postage prepaid, property addressed to the Owner of each Lot (and any prime lessee, where applicable) by name and address as shown on the then current property tax rolls in Sarpy Count, Nebraska. All notices to Declarant shall be sent to it at the following address:

Brook Valley Limited Partnership
c/o James V. McCarr
6410 South 120th Plaza
Omaha, Nebraska 68137

XIX ATTORNEY'S FEES

In the event any entity which is entitled to the benefits of this Declaration brings any action at law or equity to enforce this Declaration, the prevailing party of such action shall be entitled to recover from the other party its reasonable attorney's fees and all court costs, in addition to all other appropriate relief.

XX SUCCESSORS AND ASSIGNS

The Declaration created hereby shall inure to the benefit of, and be binding upon, the Owners of all Lots within the Subdivision and their respective successors and assigns; provided, however, that if any Owner sells any portion or all of its interest in any Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising out of this Declaration after the sale and conveyance of title.

95-23151 I

REGISTERED
95-02898

55 MAR -9 AM 8:49

[Signature]
REGISTER OF DEEDS

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first set forth above.

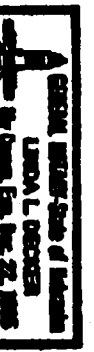
BROOK VALLEY LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Prime Realty, Inc., general partner

By: *[Signature]*
James V. McCart, President

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

The foregoing instrument was acknowledged before me this 15th day of August, 1994, by James V. McCart, President of Prime Realty, Inc., a Nebraska corporation, on behalf of said corporation, general partner of Brook Valley Limited Partnership, a Nebraska limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public

Counter
Verify
DE
Proof
Film
Mail
Fee # 02.50

02898

**SPENCE ESCROW COMPANY
CHECKLIST & INSTRUCTIONS**

TO: SPENCE TITLE SERVICES
1905 Harney Street
Suite 210
Omaha, Nebraska 68102

Fees:
Owners Premium: \$ _____

Lenders Premium: \$ _____

Endorsements: \$ _____

Date: 3/11/93 _____: \$ _____

Date to Record: ASAP _____: \$ _____

TA#: 26804 Escrow Fee: \$ _____

Invoice#: 57185 (already) Settlement Fee: \$ _____

SEC#: 921245-LD Doc Stamps: \$ _____

Recordings: \$ _____

Other: \$ _____

(A) Exception(s) #'s _____ have been corrected.

(B) Please issue the policy for this binder showing the following exceptions NOT corrected #'s _____

(C) Requirements listed on the binder:

Attached = To Forward = Attached to = Lender to
Record Forward

Req. # _____	()	()	()
Req. # _____	()	()	()
Req. # _____	()	()	()
Req. # _____	()	()	()
Req. # _____	()	()	()
Req. # _____	()	()	()

(D) Special Instruction(s): Please record this
Right of 1st Refusal, for which
Have the recording fees for
the previous check with provide
for everything else. Thanks.

All requirements have been met, issue the final policy according to exceptions indicated. YES () NO ()

ALL FUNDS have been disbursed according to any escrow instructions, or purchase agreement. Any funds needed to comply with the above requirements have been paid in full. YES () NO ()

Dated: 3/11/93 By: [Signature]

2.1093

File No. 12552

WHEN RECORDED, PLEASE RETURN TO:
Joseph Polack, Esq.
Polack, Woolley & Forrest, P.C.
420 First National Plaza
11404 West Dodge Road
Omaha, NE 68154
(402) 496-9600

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL is made as of the 21st day of February, 1993, between BROOK VALLEY LIMITED PARTNERSHIP, a Nebraska limited partnership ("Seller"), whose address is c/o James V. McCart, 4610 South 120th Plaza, Omaha, Nebraska 68137, and LANTER COMPANY, a Delaware corporation ("Purchaser"), whose address is 1600 Collinsville Avenue, Madison, Illinois 62060, Attention: Steven W. Lanter, President.

W I T N E S S E T H :

Seller hereby grants to Purchaser a right of first refusal with respect to the following described property:

The West 456.00 feet of Lot 1, except the North 30.00 feet thereof; and the North 582.03 feet of the East 456.00 feet of Lot 2, all in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska,

effective upon the date hereof and terminating on July 15, 2003.

In the event that Seller shall, from time to time, prior to July 15, 2003, receive an offer or offers from a third party or third parties to purchase all or any portion of said property ("Third Party Offer"), which offer Seller desires to accept, a copy of such offer shall be promptly forwarded to Purchaser. Within ten (10) days after the receipt of a copy of the Third Party Offer by

2.1093

File No. 12552

Purchaser, Purchaser shall notify Seller of its intention to either match the terms, conditions or provisions of the Third Party Offer or to waive the right of the first refusal. Failure to deliver a copy of the offer to match to the Seller, within said ten-day period, shall constitute a waiver of the right of first refusal with respect to the property described in said Third-Party Offer.

IN WITNESS WHEREOF, Purchaser and Seller have executed and delivered this instrument on the date first set forth above.

BROOK VALLEY LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Prime Realty, Inc., general partner

By: James V. McCart
James V. McCart, President

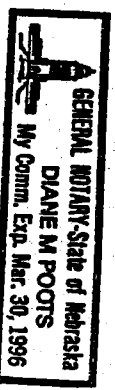
LANTER COMPANY,
a Delaware corporation

By: Leayne E. Rauter
Its: CEO

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 22nd day of February, 1993, by James V. McCart, President of Prime Realty, Inc., a Nebraska corporation, on behalf of said corporation, general partner of Brook Valley Limited Partnership, a Nebraska limited partnership, on behalf of said limited partnership.

Diane M. Poots
Notary Public



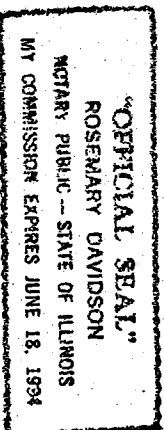
2.1093

File No. 12552

STATE OF IL.)
)
COUNTY OF Madison) SS.

The foregoing instrument was acknowledged before me this 22nd day of February, 1993, by Walter J. Lanter, the President of Lanter Company, a Delaware corporation, on behalf of said corporation.

Rosemary Davidson
Notary Public



PLEASE RETURN TO: LU5H
HEARTLAND TITLE SERVICES, INC.
1320 S. 119th ST
OMAHA, NE 68144

R.O.E. # 31-94

USWC - R/W FORM # 6
REVISED 1-91

941127

94-06259

941124



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 SAPPY COUNTY, NEBRASKA.

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

AND WHICH IS RECORDED IN THE RECORDS OF SAPPY 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.

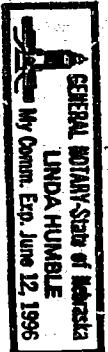
ATTEST:
U S WEST COMMUNICATIONS, INC.
A COLORADO CORPORATION

BY James V. Quinn, Mgr. Engr.
Pam Quinn, ROW SUPPORT
TITLE 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 OF

James V. Quinn, Mgr. Engr.
AND James V. Quinn, Mgr. Engr.
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

Notary Fee \$ 5.50
DE Notary

INSTRUMENT KEPT
94-06259
94 MAR 17 PM 4:17
Case Quinn
REGISTRY OF DEEDS

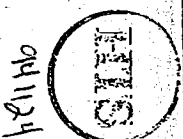
PLEASE RETURN TO: Pam Quinn
910 N. 43rd Ave.
Omaha, NE 68131

06259

W.S.

RUSH

March 9, 1994



04/124

PLEASE RETURN TO:
HEARLAND TITLE SERVICES, INC.
1320 S 119th ST
OMAHA, NE 68144

DISCLAIMER AND RELEASE

94-06257

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 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 Two (2) and Twenty-seven (27) of said Brook Valley Business Park.

said Plat and Dedication filed for record February 25, 1993, at Instrument Number 93-03601 of Plat Records in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 9th day of March, 1994.

OMAHA PUBLIC POWER DISTRICT

Alison V. Rider
Alison V. Rider - Manager
Facilities Services & Real Estate

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss:

On this 9th day of March, 1994, before me the undersigned, a Notary Public in and for said county personally came Alison V. Rider - (Manager of Facilities Services & Real Estate), 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 and deed.

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

Randy J. DeKorpe
NOTARY PUBLIC

E $\frac{1}{2}$ 17-14-12

06257

WV

94-06257A

FIELD NUMBER

INSTRUMENT NUMBER
94-06257

94 MAR 17 PM 11:07

Case of *Shawin*
REGISTER OF DEEDS

Proof	<i>J. H.</i>
D.E.	<i>J. H.</i>
W. ...	
Filed	
Checked	
Fee \$	1.00

754 copy

Page 6 of 8

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.

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

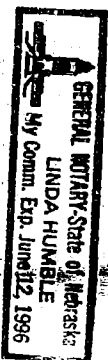
[Signature]
BY Raymond L. Tessin
TITLE Raymond L. Tessin, Mgr. ROW

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.



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 6/12/96

93-001-5 PM 1:35
93-001-5 PM 1:35
93-001-5 PM 1:35

Proof	<u>✓</u>
D.E.	<u>MOJ</u>
Verify	<u>✓</u>
Filed	<u> </u>
Checked	<u> </u>
Fees \$	<u>6.00</u>

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

RECORDER NOTE
These 15 not
books + pages to
be released

Rec'd by B. Thompson and K. Katal...

95-17881

PERMANENT SEWER EASEMENT

Know all men by these presents that we: Brook Valley Limited Partnership, a Nebraska Limited Partnership ("Grantor") hereby grant and convey to the Owner of Lot 32, Brook Valley Business Park, as surveyed, platted, and recorded in Sarpy County, Nebraska ("Grantee") a non-exclusive easement for the placement, construction, maintenance and operation of a sanitary sewer service under the parcel of real estate designated part of Lot 33, Brook Valley Business Park, as surveyed, platted, and recorded in Sarpy County, Nebraska, as depicted and legally described on Exhibit "A" annexed and incorporated herein by this reference.

Grantee agrees to repair, replace and restore the Easement Area and any surrounding affected areas should the Grantee's exercise of the easement granted herein require that the Grantee remove, disrupt, or destroy any permitted improvements on the Easement Area. Provided, however, Grantee shall not be responsible for replacing any buildings or any trees within the Easement Area.

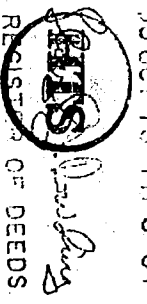
The Easement granted hereby shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Sarpy County, Nebraska, executed by the then Owner of record of the Easement Area affected and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invites the right to use the Easement Area for all purposes except those purposes for which the Easement evidenced hereby granted to the Grantee. The Grantor agrees that no portion of the Easement Area shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Area with landscaping, concrete, asphalt, and other surfacing materials.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the Grantee or agents.

Grantor, for itself and its successors and assigns, hereby reserves the right to relocate at its sole cost and expense the Easement Area. In the event it elects to relocate the Easement Area, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notifications shall provide the Grantee with plans and specifications for such relocation. Provided, however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which will not be unreasonably withheld or delayed.

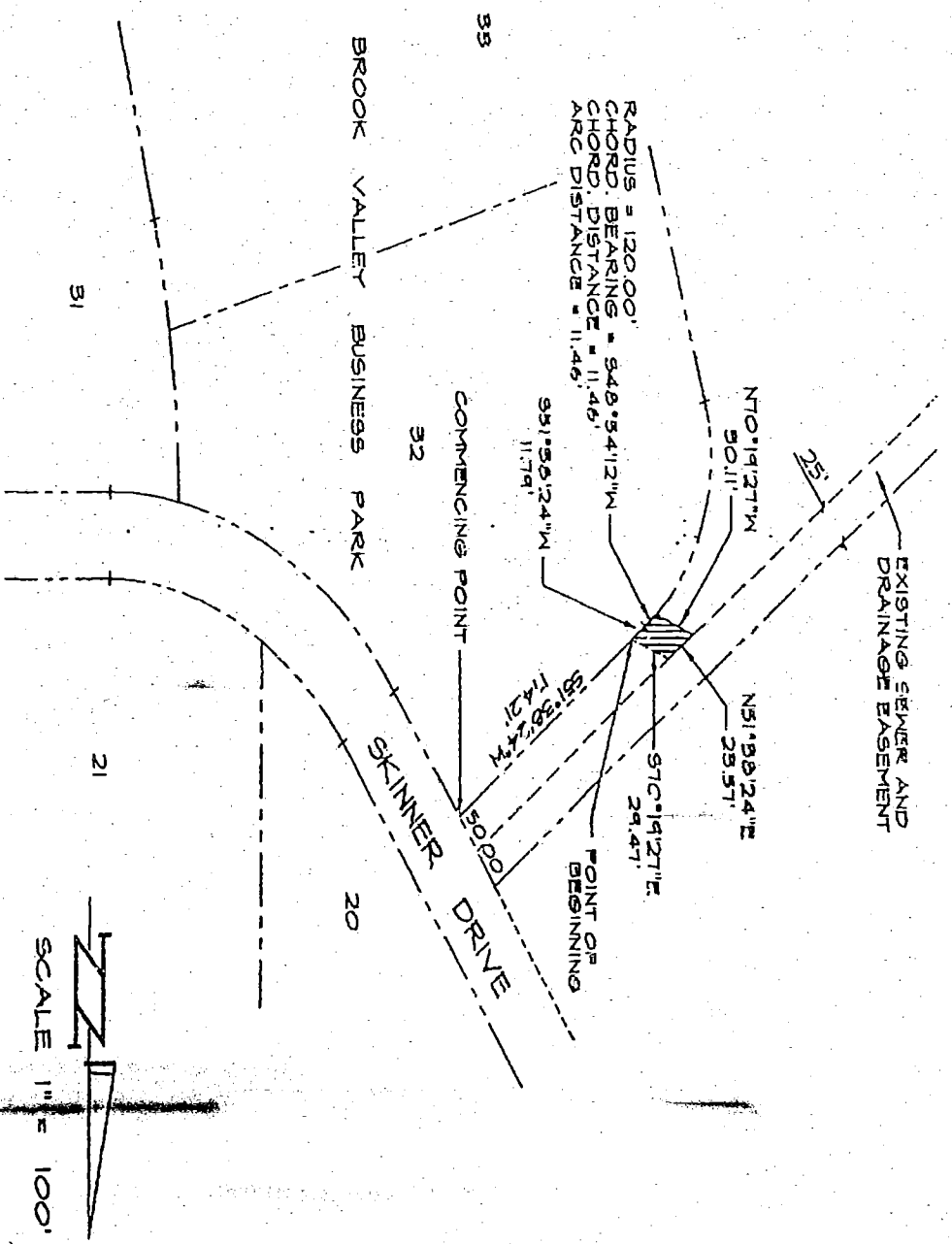
Counter [Signature]
Verify [Signature]
D.E. [Signature]
Princl [Signature]
Fee \$ [Signature]
GASH GING



INSTRUMENT NUMBER
95-17881
95 OCT 13 PM 3:51

17881

95-17881A



LEGAL DESCRIPTION

THAT PART OF LOT 33, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 32 SAID BROOK VALLEY BUSINESS PARK; THENCE $S51^{\circ}38'24''W$ (ASSUMED BEARING) 174.21 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 32 TO THE POINT OF BEGINNING; THENCE CONTINUING $S51^{\circ}38'24''W$ 11.79 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 32; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 32 ON A 120.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING $S48^{\circ}54'12''W$, CHORD DISTANCE 11.46 FEET; AN ARC DISTANCE OF 11.46 FEET; THENCE $N70^{\circ}19'27''W$ 50.11 FEET TO A POINT 29.47 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 33; THENCE $N51^{\circ}38'24''E$ 29.47 FEET ON A LINE 25.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 33; THENCE $S70^{\circ}19'27''E$ 29.47 FEET TO THE POINT OF BEGINNING.

PRIME REALTY, INC.

TD2 FILE NO. 250-101-E

DATE, OCT. 5, 1945

THOMPSON, DREYSEN AND DORNER, INC., 10836 OLD HILL ROAD, OMAHA, NEBRASKA 68134, 402-390-8860

95-17881 B

Executed and dated as of this 12th day of October, 1995.
BROOK VALLEY LIMITED PARTNERSHIP,
A NEBRASKA LIMITED PARTNERSHIP

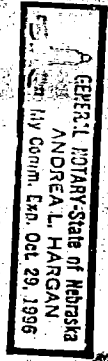
BY: PRIME REALTY, INC., GENERAL PARTNER

BY: James V. McCart
James V. McCart, President

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) ss
County of Douglas)

The foregoing instrument was acknowledged before me this 10th day of October, 1995
by James V. McCart, President of Prime Realty, Inc., on behalf of said Prime Realty, Inc.,
as General Partner of Brook Valley Limited Partnership.



Andrea L. Hargan
Notary Public

Return to: Betterman & Katelman
444 Regency Parkway Dr., Ste. 302
Omaha, NE 68114
October 1, 1993

93-25385

DISCLAIMER AND RELEASE

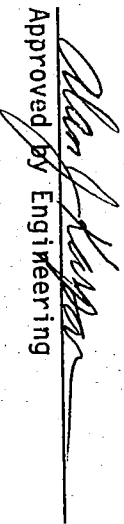
KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Declaration of Covenants and the Plat and Dedications 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:

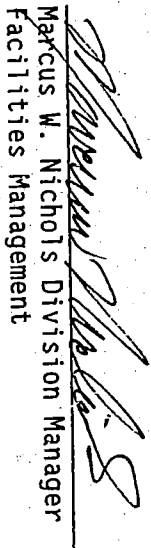
A strip of land Ten feet (10') in width, being Five feet (5') either side of and abutting the common lot line of Lot One (1) and Lot Twenty-seven (27) of said Brook Valley Business Park.

Said Declaration of Covenants filed for record February 25, 1993 in Miscellaneous records as instrument #93-03605 and said Plat and Dedication filed for record February 25, 1993 as instrument #93-03601 in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 4th day of October, 1993.

OMAHA PUBLIC POWER DISTRICT


Approved by Engineering


Maxcus W. Nichols Division Manager
Facilities Management

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of October, 1993, before me the undersigned, a Notary Public in and for said county personally came Marcus W. Nichols (Division Manager of Facilities Management), 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.




NOTARY PUBLIC

NE 17-14-12

Filed	<u>10/1</u>
DE	<u>10/1</u>
Verify	<u>10/1</u>
Filmed	<u>10/1</u>
Checked	<u>10/1</u>
Fee \$	<u>6.00</u>

254 Copy

FILED
INSTRUMENTS
93-25385
93 OCT -7 PM 2:23
REGISTER OF DEEDS

MAILED FOR RECORD 7-23-79 3:50 P.M. SEC. 154
FILED 2128 (C. J. R. L. M. S.) 6.25

NEBRASKA DOCUMENTARY
STAMP TAX
JUL 23 1979
\$ 864.60 BY 2128

CORPORATION WARRANTY DEED

CAMPBELL SOUP COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey ("Grantor"), in consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations received from GENERAL GROWTH DEVELOPMENT CORPORATION, an Iowa corporation, ("Grantee"), does grant, bargain, sell, convey and confirm unto the said Grantee a tract of land located in parts of the North-west Quarter, the Northeast Quarter of the Southwest Quarter, the West half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter, all in Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the North Quarter corner of Section 17-14-12; thence South 02°33'29" East (assumed bearing) along the East line of the Northwest Quarter of said Section 17-14-12, a distance of 33 feet to the point of beginning (said point also being located on the South right-of-way line of Harrison Street); thence North 87°38'24" East along the said South right-of-way line of Harrison Street, a distance of 336.46 feet; thence South 00°08'15" West, a distance of 995.95 feet; thence South 21°21'40" East, a distance of 1052.34 feet; thence South 12°04'42" 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 Southwesterly along a 2914.79 foot radius curve to the left (said curve a.k.a. the Northerly right-of-way line of the C.B. & Q. Railroad), an arc distance of 1214.42 feet (chord bearing South 67°52'58" West, chord distance of 1205.64 feet) to a point located on the Northeastly right-of-way line of the Union Pacific Railroad; thence North 42°59'50" West along the said Northeastly right-of-way line of the Union Pacific Railroad, a distance of 3,418.13 feet to a point located on the Southeastly right-of-way line of said Harrison Street; thence North 45°15'09" East along the said Southeastly right-of-way line of Harrison Street, a distance of 459 feet to a point of curvature; thence North-easterly along a 400 foot radius curve to the right (said curve a.k.a. the Southeastly right-of-way line of Harrison Street), an arc distance of 175 feet (chord bearing North 57°47'10" East, chord distance of 173.61 feet) to a point of tangency; thence North 74°27'12" East along the said South-easterly right-of-way line of Harrison Street, a distance of 377.7 feet to a point located on the said South right-of-way line of Harrison Street; thence North 87°33'41" East along the said South right-of-way line of Harrison Street, a distance of 1751.19 feet to the point of beginning.

To have and to hold the above-described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee, and unto Grantee's successors and assigns forever.

And the Grantor for itself and its successors does hereby covenant with the Grantee, and with Grantee's successors and assigns, that Grantor is lawfully seized of said premises; that they are free from encumbrance except for:

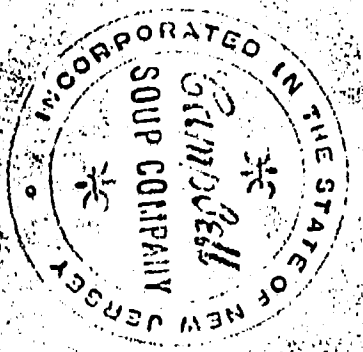
154-2128A

- (1) taxes;
- (2) easements, rights of way, and agreements, of record; and
- (3) obligations, restrictions and rights created pursuant to Sanitary Improvements District #59 of Sarry County, Nebraska;

that Grantor has good and lawful authority to convey said premises; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Vice President.

Dated this 18th day of July, 1979.



CAMPBELL SOUP COMPANY
a New Jersey corporation

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

STATE OF NEW JERSEY]
COUNTY OF CAMDEN] SS.

Before me, a notary public qualified in said county, personally came W. A. Schmidt, Vice President - Capital Improvements, of CAMPBELL SOUP COMPANY, a corporation, known to me to be the Vice President - Capital Improvements and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on this 18th day of July, 1979.

Walter J. Rose
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 19, 1983

CORPORATION WARRANTY DEED

CAMPBELL SOUP COMPANY,

under the laws of New Jersey,

One Dollar (\$1.00) and other valuable consideration ----- DOLLARS received from GRANTEE,
UNITED-A.G. COOPERATIVE, INC., a Nebraska corporation,

conveys to GRANTEE the following described real estate (as defined in Neb. Rev. Stat. 76-2011):

1225
CAMPBELL SOUP CO., NE
See Exhibit A attached. 158 51 Block
PAGE 1256
103 MAY 25 AM 10:06
CAMPBELL
REGISTER OF DEEDS

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

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.

Executed ~~April~~ May 10 1983



CAMPBELL SOUP COMPANY
Grantor

J. R. Early
Vice President Containers &
Capital Improvements

STATE OF NEBRASKA= NEW JERSEY)
COUNTY OF BOYDAS= CAMDEN) ss.

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

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

on behalf of the Corporation.



Betty J. Dor
Notary Public
My commission expires July 18, 1988
NOTARY PUBLIC OF NEW JERSEY

STATE OF NEBRASKA, County of

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

Robert Carter
County or Deputy County Clerk
Register or Deputy Register of Deeds

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 Sarpy 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 North-ly 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

1. A 20 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 Northeast 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. Amended 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 $\frac{1}{4}$ of Section 17, and NW $\frac{1}{4}$ 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 $\frac{1}{4}$ together with Tax Lot 1A4, being part of the SE $\frac{1}{4}$, 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 N $\frac{1}{2}$ NE $\frac{1}{4}$ 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 aboye 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 Sanitary 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 refiled to correct errors in Exhibits "A" and "B" attached thereto, on February 8, 1978 in Book 51 at Page 71 of the Miscellaneous Records of Sarpy County, Nebraska.

- 158-15202
13. Permanent Easement from Campbell Soup Company to Sanitary and Improvement District No. 59 of Sarpy County, Nebraska filed February 2, 1978 in Book 51 at Page 72 of the Miscellaneous Records of Sarpy County, Nebraska; and as re-recorded February 8, 1978 in Book 51 at page 29 of the Miscellaneous Records of Sarpy County, Nebraska.
 14. Liens, easements, encumbrances, covenants and restrictions which have arisen since April 10, 1978, specifically excluding however, any 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.

I solemnly acknowledge that the section of the same title
 voluntary act and full for the purpose herein expressed
 in Article 10th of the Iowa Constitution provided my name
 and official my official act of the 11th day of the month
 of January 1886 at the place of the said county
 of Franklin Illinois Illinois Illinois
 and official my official act of the 11th day of the month
 of January 1886 at the place of the said county
 of Franklin Illinois Illinois Illinois

Andrew Grasshopper Right of Way deed
 To Omaha and North Platte RR Co.

That the Andrew Grasshopper and Sophia Grace, husband and wife
 of the county of Dapry and State of Nebraska, in consideration
 of the sum of \$1000 Dollars in hand paid
 the receipt of which is hereby acknowledged, do hereby grant
 bargain sell and convey unto Omaha and North Platte Road
 and company its successors and assigns, the following
 described real estate Dapry County State of Nebraska to wit:
 a strip of ground 100 feet wide, siting 50 feet on each
 side of the center line of the Railroad of said company as
 located upon the North West quarter of the South West Qu-
 arter of Section No Sixteen (16) and the South East quarter of
 the South East quarter of Section No 17 in Township No 14 N
 Range No 12 East of the Sixth P.M. So have and to hold the
 same unto the said railroad company, its successors and
 assigns forever, and in addition to the right of way de-
 scribed above the hereby grant, for ourselves and our heirs and
 assigns the right to said railroad company to erect and
 maintain a common fence for the term of four months,
 each and every year after the date of this instrument that
 any joint meeting of the said parties be so either on both
 sides of the center line of the said Railroad, as now located
 on a long described land said term of four months to begin
 November 15th and end March 15th each year.

In Witness Whereof We have hereunto set our hands and seal
 this the 12th day of January A.D. 1886
 Andrew Grasshopper Sophia Grace
 Sophia Grace
 In presence of Frank A. Skinner
 Joseph Devereux Frank A. Skinner
 John State of Nebraska } 1886. On this 12th day of January A.D.
 Dapry County } 1886, before me, before me following

George W. Clarke of the S. West Town & duty, estate and
qualified for and residing in said County; personally seen
and sworn to by me & John King his wife to me known to be
the identical person described in said copy executed this
foregoing conveyance as grantor, and acknowledged this
instrument to be their voluntary act and deed.

It says my hand and official seal the day and year
last above written.
Filed for Record
Louis J. Levee
County Clerk of the District Court
Jan. 22nd 1886 at 12 M.
Louis Levee
County Clerk

George W. Stokes Wife
Quit Claim Deed

Jacob D. Plug

Known all men by these presents: that George
W. Stokes and Juliette S. Stokes his wife of the County of Lawrence
and Territory of Oklahoma, for the consideration of one dollar,
lawfully with bearing to Jacob D. Plug of the County of Sarpy and
State of Nebraska, the following described real estate, situated
in the County of Sarpy and State of Nebraska to wit: With
all of the South East quarter of Section 30 eastern township
North 10th Range thereof, east of the sixth principal meridian
in Oklahoma, north Range thereof, east of the sixth principal meridian
in Oklahoma. We have set our hands this fifth day of
December 1885.

Witness my hand and seal
George W. Stokes
Juliette S. Stokes

the State of Nebraska } Quit Claim Deed, that on
the 13th day of January 1886,
before the undersigned Notary Public
in and for said County of Sarpy, personally came George W.
Stokes and Juliette Stokes his wife to me known
to be the identical persons described in and whose
executed the foregoing deed as grantor and acknowledged
said instrument to be their voluntary act and deed
which my hand and Notarial seal the day and year

last above written.
Filed for Record
Chas. S. News
Notary Public
Jan. 14th 1886 at 12 M.
George W. Stokes
County Clerk

