

not be unreasonably withheld by COUNTY.

E. The COUNTY, at its sole cost and expense, may construct, maintain, operate, repair or replace the outfall sewer improvements described herein. All such work shall be done in a workmanlike manner and in accordance with standard and acceptable engineering practices and in compliance with all laws, rules, regulations and building codes of all regulatory and governmental bodies having jurisdiction over such operations and work.

F. That COUNTY, at its sole cost and expense, will replace, restore or rebuild any and all damage to any improvements of GRANTOR or its successors or assigns caused by or resulting from the COUNTY exercising its rights of constructing, installing, inspecting, maintaining, operating, repairing or replacing said outfall sewer improvements or additional sewer systems within the Easement Area, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY. With respect to such replacement or rebuilding, COUNTY hereby covenants to restore, at its sole cost and expense, the subject property of GRANTOR, its successors or assigns and/or the improvements located therein or thereon, to at least as good a condition as existed before such replacement or rebuilding, and if the COUNTY fails to so restore the property or improvements, such restoration may be performed by GRANTOR or its successors and assigns, at the cost and expense of the COUNTY.

G. That the COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions of this Permanent Easement.

H. That this instrument contains the entire agreement of the parties; that except for a Temporary Easement of even date from GRANTOR to COUNTY and the Purchase Agreement, there are no other or different agreements or understandings; and the GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.

I. COUNTY agrees to indemnify and hold GRANTOR, and its successors and assigns harmless from and against any liability for any loss and/or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising its rights hereunder.

J. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR:

Edward R. Schewe

Edward R. Schewe
10978 Washington Street
Omaha, Nebraska 68137

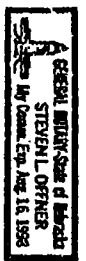
96-249666B

Acknowledgment

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

On this 16th day of October, 1996, before me, a General Notary Public, duly commissioned and qualified, personally came Edward R. Schewe, to me known to be the identical person(s) whose name(s) are affixed to the foregoing instrument as grantor(s) and acknowledged the same to be a voluntary act and deed.

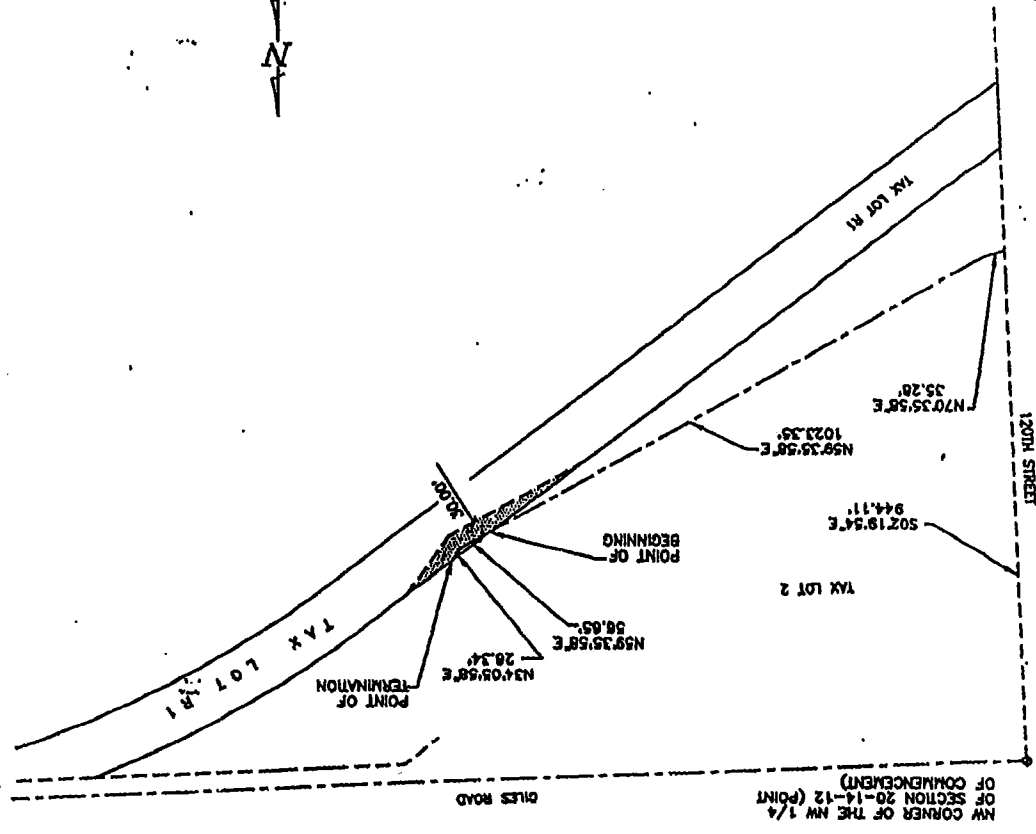
WITNESS my hand and Notarial Seal the date last aforesaid.



Steven L. Offner
Notary Public

My commission expires the 16th day of
August, 1998.

96-24966C



EASEMENT AREA

SCALE IN FEET
0' 50' 100' 200'



A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT R1 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE STRIP OF LAND BEING 20.00 FEET NORTHWESTERLY AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE NW CORNER OF SAID NW 1/4, THENCE S02°19'54\"E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4, THENCE N70°35'58\"E 35.28 FEET, THENCE N59°35'58\"E 1023.35 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1 AND THE POINT OF BEGINNING, THENCE CONTINUING N59°35'58\"E 56.65 FEET, THENCE N34°05'58\"E 26.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTHWESTERLY LINE OF SAID TAX LOT R1, EXCEPT THAT PART OF SAID 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN SAID NW 1/4.

LEGAL DESCRIPTION

PERMANENT EASEMENT

SARPY COUNTY, NEBRASKA
SOUTH PAPILLION CREEK OUTFALL SEWER
TRACT NO. 3
EDWARD R. SCHEWE

EXHIBIT A

2 TILLOPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10004 OLD MILL ROAD
OLNEY, NE 68131
(402) 336 - 6660

9-18-95
DRAWING NO. EASE18.DWG

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-029379

99 SEP 20 PM 1:33

James D. Warner
REGISTER OF DEEDS

99-29379

Counter W.S.M.
Verify W.S.M.
D.E. W.S.M.
Proof W.S.M.
Fee \$ 5.50
CR ☐ Cash ☐ CR ☒ RD

AFFIDAVIT OF CORRECTION

CORRECTION TO LOT 13, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED,
PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS AFFIDAVIT IN
ORDER TO REMOVE THE UNRECORDED STORM SEWER AND DRAINAGE EASEMENT THAT IS
SHOWN ON THE NORTH 35 FEET OF LOT 13, BROOK VALLEY II BUSINESS PARK, RECORDED AS
INSTRUMENT NO. 98-04586 IN THE RECORDS OF THE SARPY COUNTY, NEBRASKA REGISTER OF
DEEDS.

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

SEPTEMBER 16, 1999
DATE:

James D. Warner
JAMES D. WARNER, NEBRASKA R.L.S. 308

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)ss

THE FOREGOING AFFIDAVIT OF CORRECTION WAS ACKNOWLEDGED BEFORE ME THIS 16TH
DAY OF SEPTEMBER, 1999 BY JAMES D. WARNER.

NOTARY PUBLIC

Joseph C. Franco



029379

FILED SARPY CO. NE.

99-02039

INSTRUMENT NUMBER

99-02039

99 JAN 21 PM 3:32

REGISTER OF DEEDS
James D. Warner

Counter *SK*
Verify *SK*
D.E. *S*
Proof *W*
Fee \$ *5.50*
Ok ☐ Cash ☐ Chg ☒

TD

AFFIDAVIT OF CORRECTION

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

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS DRAWING IN ORDER TO CORRECT AN EASEMENT DIMENSION ON LOT 8, BROOK VALLEY II BUSINESS PARK, RECORDED AS INSTRUMENT NO. 98-04586 IN THE RECORDS, OF THE REGISTER OF DEEDS OFFICE, SARPY COUNTY, NEBRASKA.

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

DECEMBER 23, 1998

DATE

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

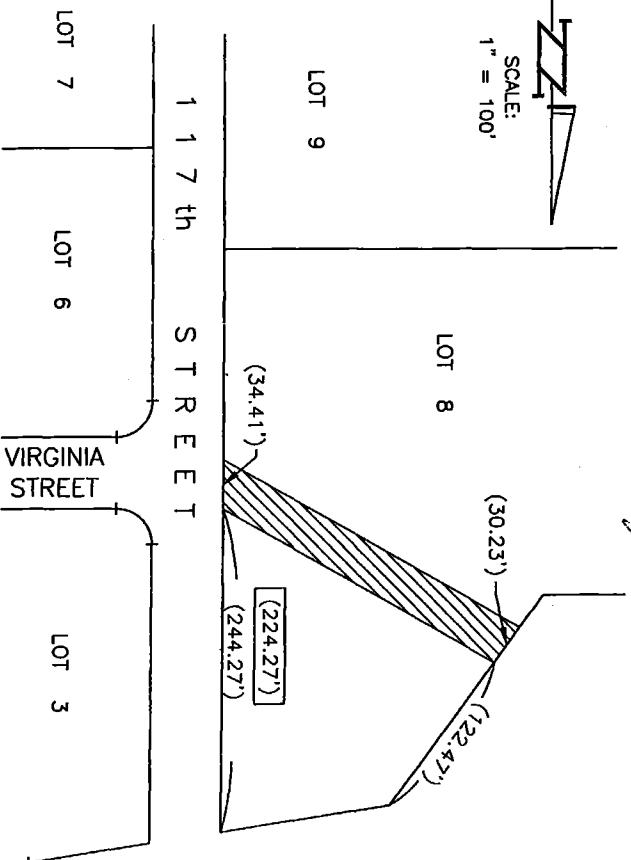
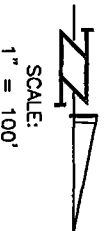
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

THE FOREGOING AFFIDAVIT OF CORRECTION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF DECEMBER, 1998 BY JAMES D. WARNER.



Joseph C. Franco
NOTARY PUBLIC



LEGEND

00.00 RECORDED DIMENSION
[00.00] CORRECTED DIMENSION

JOB NO. 850-117-8AFF
DATE DEC. 23, 1998

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

002039

FILED SAPPY CO., NE.
INSTRUMENT NUMBER
2004-12718

2004 APR 13 4 11:23 PM

Randy J. DeGeorge
REGISTER OF DEEDS

COUNTER LM C.E. AB
VERIFIED AB D.E.
PROOF SA
FEES \$ 6.00
CHECK#
CHG TD CASH
REFUND CREDIT
SHORT MCR

November 7th, 2003

DISCLAIMER AND RELEASE

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

A Ten foot strip of land, being Five feet each side of and abutting the common lot line of Lots Eight (8) and Nine (9), Brook Valley II Business Park, and now known as Lot Eight "A" (8A) Brook Valley II Business Park.

Said Plat and Dedication filed for record March 2, 1998, as Instrument Number 1998-04586 of the Plat Records, in the office of the register of deeds in Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 7th day of November, 2003.

OMAHA PUBLIC POWER DISTRICT

Mike Saville
Approved by Engineering

Randy J. DeGeorge
Lawrence K. Troutman - Manager
Transmission Engineering

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7th day of November, 2003, before me the undersigned, a Notary Public in and for said county personally came Lawrence K. Troutman - Manager, Transmission Engineering, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

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

Randy J. DeGeorge
NOTARY PUBLIC

NW1/4 20-14-12 *RJR*

Return To:
Thompson, Dreessen & Dorrer, Inc.
10836 Old Mill Road
Omaha, NE 68154



12718

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-12717

2004 APR 13 A 11:23 AM

David J. Woudburg
REGISTER OF DEEDS

COUNTER LM C.E. AK
V. NO. 1 DE. AK
F. NO. 1
FMS \$ 6.00
CHECKS 6.00
CNG. TD CASH
REFUND CREDIT
SHORT NCR

Recording information above

FILE# NECWO-3-74

PARTIAL RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENT: that QWEST CORPORATION, a Colorado Corporation (F.K.A. US WEST COMMUNICATIONS, INC.), whose address is 1801 California St., Suite 5200, Denver, CO 80202, hereinafter called the "Company", for an in consideration of \$ 1.00 and other good and valuable consideration does hereby release that portion of easement on property described as:

THE FIVE (5) FOOT UTILITY EASEMENTS ON EACH SIDE OF THE COMMON LOT LINE BETWEEN LOTS 8 & 9, BROOK VALLEY II BUSINESS PARK, EXCEPTING THE FRONT AND REAR EASEMENTS, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, and now known as Lot Eight A (8A) Brook Valley II Business Park

SAID FINAL PLAT AND DEDICATION WAS RECORDED MARCH 2, 1998, AS INSTRUMENT NO. 1998-04586 OF THE MISCELLANEOUS RECORDS OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA.

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

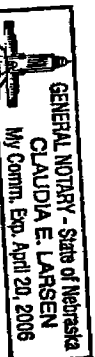
Executed this 10TH day of NOVEMBER, 2003
QWEST CORPORATION
A COLORADO CORPORATION

BY: Kimberly R. Jirovsky
TITLE: KIMBERLY R. JIROVSKY, DESIGN ENGINEER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10TH DAY OF NOVEMBER, 2003, BY Kimberly R. Jirovsky, Design Engineer FOR QWEST CORPORATION, A COLORADO CORPORATION, ON BEHALF OF SAID CORPORATION.



Claudia E. Larsen
Notary Public

Return To:
Thompson, Dreesen & Dorrner, Inc.
10836 Old Mill Road
Omaha, NE 68154

12717

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
2004-12716

2004 APR 13 A 11:22 AM

COUNTER 14 C.E. AK
VERIFY AK D.E. AK
PROOF AK

FEES \$ 6.00

CHECK#

CHK TD CASH

REFUND CREDIT

SHORT NCR

George J. Sapp
REGISTER OF DEEDS

November 10, 2003

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS INC. for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Brook Valley II Business Park, an Addition as surveyed, platted, and recorded in Sappy 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 Eight (8) and Nine (9), Brook Valley II Business Park, and now known as Lot Eight A (8A) Brook Valley II Business Park.

Said Plat and Dedication filed for record March 2nd, 1998 as Instrument number 1998-04586, in the office of the Register of Deeds, Sappy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 11th day of November, 2003.

COX COMMUNICATIONS, INC.

Greg Sorgenfrei
Greg Sorgenfrei - Manager
Network Engineering
Cox Communications, Inc.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 11 day of November, 2003 before me the undersigned, a Notary Public in and for said County personally came Greg Sorgenfrei - Manager Network Engineering, Cox Communications, Inc., 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

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

Wm Smeltzer

12716

45-429

IN THE COUNTY COURT OF SARGE COUNTY, NEBRASKA

IN THE MATTER OF THE APPLICATION OF SANTIARY AND IMPROVEMENT DISSEMINATION NO. 35 OF SARGE COUNTY, NEBRASKA TO ACQUIRE CERTAIN INTERESTS IN CERTAIN REAL ESTATE FOR INSTALLATION OF A SANTIARY SYSTEM IN SARGE COUNTY, NEBRASKA, SO BE OWNED AND USED IN THE CONDEMNATION FOR THE CORPORATE PURPOSES,

DOC. N-3 NO. 438

Condemner,

VS.

REPORT OF APPRAISERS

FRED PETERS and EARL E. JOHNSON, as Co-Trustees of the Fred Peters Living Trust, FRED PETERS, SOCCOR VACUUM OIL CO. a/k/a MAGNOLIA PIPELINE CO., and SARGE COUNTY TREASURER,

Condemnees.

TO THE HONORABLE COUNTY JUDGE OF SARGE COUNTY, NEBRASKA:

We, undersigned appraisers, duly appointed in the above identified proceedings by virtue of an Order Appointing Appraisers, dated May 30, 1972 to appraise the property sought to be condemned and to ascertain and determine the damages sustained by the respective condemnees, do hereby respectfully report that upon being lawfully and taking in a body to carefully inspect and view the property of each condemnee sought to be taken and also any other property of each condemnee damaged thereby, and there fully informed ourselves in said matter, and heard all parties interested therein in reference to the amount of damages when so inspecting and viewing the property, and being fully advised in the premises, we did and hereby do assess the damages that each respective condemnee has sustained or will sustain by reason of the appropriation of the described property to the use of the petitioner.

Now, THEREFORE, we as appraisers aforesaid, do hereby find, fix and assess said damages as follows:

1. Fred Peters and Earl E. Johnson, as Co-Trustees of the Fred Peters Living Trust. \$3136.00
2. Fred Peters. \$4300.00
3. Soccor Vacuum Oil Co. a/k/a Magnolia Pipeline Co. \$25.00
4. Sarge County Treasurer. \$-0-

Dated and respectfully submitted this 19th day of June, 1972.

Wally W. W. W.
Appraiser

Wally W. W. W.
Appraiser

FILED FOR RECORD 8-22-72
45-429
IN BOOK 125 OF
RECORDS OF DEEDS, SARGE COUNTY NEB.
FILED
125
Circuit Court
#019331

45-429A

A 40 foot wide permanent sewer and drainage easement 10 feet right and 30 feet left of the following described centerline in the S $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 17; thence N88°54'03"E (assumed bearing) along the South line of the SW $\frac{1}{4}$ of said Section 17, a distance of 909.72 feet; thence N1°05'57"W, a distance of 33.00 feet to a point on the Northerly right-of-way line of Giles Road, said point being the point of beginning; thence N28°08'02"E, a distance of 402.50 feet; thence N54°19'14"E, a distance of 917.78 feet; thence N63°02'43"E, and distance of 217.66 feet; thence N69°36'09"E, a distance of 335.99 feet; thence S89°37'37"E, a distance of 267.70 feet to the point of termination on the East line of the SW $\frac{1}{4}$ of said Section 17, said point being N1°10'31"E, a distance of 1102.97 feet from the Southeast corner of the SW $\frac{1}{4}$ of said Section 17.

The tract of land the Trustees have authorized said District to acquire for the temporary construction easement is described as follows:

A 100 foot wide temporary construction easement 30 feet right and 70 feet left of the following described centerline in the S $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 17; thence N88°54'03"E (assumed bearing) along the South line of the SW $\frac{1}{4}$ of said Section 17, a distance of 909.72 feet; thence N1°05'57"W, a distance of 33.00 feet to a point on the Northerly right-of-way line of Giles Road, said point being the point of beginning; thence N28°08'02"E, a distance of 502.50 feet; thence N54°19'14"E, a distance of 917.78 feet; thence N63°02'43"E, a distance of 217.66 feet; thence

N69°36'09"E, a distance of 335.99 feet; thence S89°37'37"E, a distance of 267.70 feet to the point of termination on the East line of the SW $\frac{1}{4}$ of said Section 17, said point being N01°10'31"E, a distance of 1102.97 feet from the Southeast corner of the SW $\frac{1}{4}$ of said Section 17.

45-429B

STATE OF NEBRASKA)
COUNTY OF SARPY) ss

Webb Warren, Harry Sorbino, and Albert G. Walsh, upon first being duly sworn, state that they are the duly appointed and qualified appraisers in the above captioned matter; that they have read the foregoing Report of Appraisers; and that said Report is true and correct.

Webb Warren
Appraiser

Harry Sorbino
Appraiser

Albert G. Walsh
Appraiser

Sworn to and subscribed before me on this 16 day of June, 1972.

Frederick B. Lepp
County Judge

45-429C

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA

(Certified Copy of Record)

STATE OF NEBRASKA } ss.
County of Sarpy }

I, Orville Entenman Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

RETURN OF APPRAISERS

SANITARY AND IMPROVEMENT DISTRICT NO. 65
vs
FRED PETERS and EARL E. JOHNSON as
Condemner
Co-Trustees of the Fred Peters
Laying Trust, FRED PETERS, SOCONY
VACUUM OIL CO/ a/k/a MAGNOLIA
PIPELINE CO.,
Condemnees

Doc. M3 Page 118 No. 438

with the original records thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this
...7... day of ...August..... A.D., 1972.

(SEAL)
Orville Entenman
Judge of the County Court

By Alfred Johnson
Clerk of the County Court

COPIES TO:

STATE OF NEBRASKA

RS-BRS-3790(1)

Project No. C-77(138)

C-77(138)

1. R.O.W. Div., Metr. Dept. of Roads
2. Owner
3. Buyer

Political Subdivision
RIGHT-OF-WAY CONTRACT
CONTROL OF ACCESS

Trace No 9 & 13

THIS AGREEMENT, made and entered into this 28th day of August 1992

JOSEPH R. AND ADA B. MCDEERMOTT

JOSEPH R. AND ADA B. MCDEFBROT

Address: 9816 F STREET OMAHA, NE 68127
hereafter called the OWNER, and COUNTY OF SAREY, NEBRASKA
hereafter called the BUYER.

WITNESSETH: in consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER a deed which will be prepared and furnished by the BUYER to certain real estate described from the certificate of the proposed highway as follows:

[illegible]

and as shown on approved plans and situated in the S.W. 1/4
of Section 17, Township 14, Range 13, of the 6th P.M. in SARAY County, Nebraska.

It is agreed and understood there will be no driveway, either ingress or egress, permitted from the above land subdivision to the highway right of way, except those driveways described from the approved plans as follows:

The use of said driveways is set forth on the reverse side hereof.

It is also agreed and understood that the BUYER will construct that portion of the driveway which are on the highway right of way, excepting therefrom such driveways as are designated to be future driveways.

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The BUYER agrees to purchase the above described real estate and to pay therefor upon the delivery of said executed deed. If the OWNER so desires, the BUYER shall have the right to receive 100% of the final payments due under this contract prior to reaching the premises being acquired.

Approximately at **\$** **Per** **\$** **to \$** **\$**

[illegible]

Approximality \mathcal{A} is a \mathcal{P} -approximability problem if \mathcal{A} is a \mathcal{P} -approximability problem and \mathcal{A} is a \mathcal{P} -approximability problem.

Moving and replacing approximately 100 rods of fence at \$15 per rod

Review and replace approximately
 rods of fence at \$ per rod
 \$

\$ 25.00

For a full and complete description of the data, see the Appendix. The data were collected from a sample of 1000 households in the United States, with a response rate of 75%. The sample was drawn from a list of households obtained from the U.S. Census Bureau. The data were collected in 1995 and 1996. The data were analyzed using the following methods: descriptive statistics, bivariate correlations, and multivariate regression analysis. The results of the analysis are presented in the following sections.

1. **Introduction**

2. **Background**

3. **Methodology**

4. **Results**

5. **Discussion**

6. **Conclusion**

7. **References**

8. **Appendix**

9. **Figure 1**

10. **Figure 2**

11. **Figure 3**

12. **Figure 4**

13. **Figure 5**

14. **Figure 6**

15. **Figure 7**

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225. **Figure 217**

226. **Figure 218**

227. **Figure 219**

228. **Figure 220**

229. **Figure**

1. **Introduction**

25 M

APPROXIMATE TOTAL **3** **5,446,400**

APPROXIMATE TOTAL \$ 25.00

The above payment shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE. If any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting CROP DAMAGE. No damages to such crops as are required to be planted and which were planted at the time of the signing of this contract and which were actually damaged due to construction of this project, but in no case shall damage be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any circumstance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such circumstance, unless said party, or parties holding such circumstance shall have in writing, waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties but, should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

THIS IS A LEGAL AND BINDING CONTRACT -- READ IT.

The representative of the BUYER, presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrase, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the BUYER.

BUYER

By 76- A. C. [Signature]

OWNER

JOSEPH R. MCDERMOTT

7/1/51
Adm. B. on 4/1/51
ADA B. MODERATOR

Control of Access - Political Subdivision

28th

August

1992

Dated this _____ day of _____, 19____.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came **Joseph R. McDermott** and **Ada B. McDermott**.

to me known to be the identical person, S whose name, S affixed to the foregoing instrument as grantor, _____ and acknowledged the same to be a voluntary act and deed.

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

Notary

Walter J. Smith

My commission expires the _____ day of _____, 19____.

STATE OF Nebraska

Douglas

County

My commission expires the _____ day of _____, 19____.

STATE OF

County



CLASSIFICATION OF DRIVEWAYS

Field Access - A driveway not to exceed 40 feet in width, to provide for the movement of farming implements and crops so long as it is used consistent with normal farming operations and only so long as traffic upon such access(es) does not exceed ten (10) vehicle movements per hour. The above ten (10) vehicle movements per hour will be measured and determined by the following procedure: Upon its own determination or whenever traffic congestion occurs at a field access(es), the BUYER, may make a traffic count for a minimum 8-hour period during the hours of 7:00 a.m. to 5:00 a.m., 10:00 a.m. to 1:00 p.m., 3:00 p.m. to 6:00 p.m., and in addition, for any other peak hours peculiar to the highway. The average hourly traffic will be determined by dividing the total number of vehicle movements recorded during the time periods by the length of the time periods in hours. In the event any of the peak hour vehicle counts exceeds the average by a factor of 1.5, the higher figure may be used to determine the number of vehicle movements per hour on five (5) or more separate occasions within a continuous 90-day period, the owner. Should the traffic count exceed ten (10) vehicle movements per hour on five (5) or more separate occasions within a continuous 90-day period, the owner, or his successors in title, will be considered in violation of this contract and subject to appropriate proceedings at law or in equity for its enforcement.

Restricted - A driveway over which develops not more than ten (10) vehicle movements per hour, said driveway to provide access for not more than its (a) dwellings or its (b) apartment. The above ten (10) vehicle movements per hour will be measured and determined by the following procedure: Upon its own determination or whenever traffic congestion occurs at a restricted access, the BUYER, will make a traffic count for a minimum 8-hour period during the hours of 7:00 a.m. to 5:00 a.m., 10:00 a.m. to 1:00 p.m., 3:00 p.m. to 6:00 p.m., and in addition, for any other peak hours peculiar to the highway. The average hourly traffic will be determined by dividing the total number of vehicle movements recorded during the time periods by the length of time periods in hours. In the event any of the peak hour vehicle counts exceeds the average by a factor of 1.5, the higher figure may be used to determine the number of vehicle movements per hour on five (5) or more separate occasions within a continuous 90-day period, the owner, or his successors in title, will be considered in violation of this contract and subject to appropriate proceedings at law or in equity for its enforcement.

Unrestricted - A driveway unrestricted as to use, but not to exceed forty (40) feet in width.

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record _____

If married, full name of spouse _____

If unmarried, show "single," "widower," "widow" _____

If mortgage or other lien, show names of holders, amounts, dates and book page of record _____

If as estate, give the names of all the heirs, with the share of each. Show names of spouses of those married _____

Name of executor or administrator _____

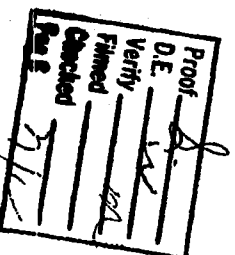
If any of the OWNERS or heirs are minors, give their names and ages _____

Name of grantee(s) _____

TOWNSHIP - Exact and full name, Room Agreement _____

REMARKS

SEE ATTACHED LEGAL DESCRIPTION



FILED SAMPY CO. ME.
INSTRUMENT NUMBER
92. 0155277
92 SEP 14 AM 9:30
Case & Davis
REGISTER OF DEEDS

92-19271B

TRACT 9

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN PART OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE NORTH 02 DEGREES, 32 MINUTES, 44 SECONDS WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, TO A POINT ON THE SOUTHERLY EXISTING BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY LINE, A DISTANCE OF 324.66 FEET; THENCE NORTHEASTERLY ON A 5727.09 FOOT RADIUS CURVE TO THE LEFT, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 262.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 65 DEGREES, 46 MINUTES, 46 SECONDS EAST, A DISTANCE OF 322.15 FEET; THENCE SOUTH 86 DEGREES, 31 MINUTES, 55 SECONDS EAST, A DISTANCE OF 351.37 FEET; THENCE NORTH 79 DEGREES, 01 MINUTES, 45 SECONDS EAST, A DISTANCE OF 223.64 FEET; THENCE SOUTH 72 DEGREES, 09 MINUTES, 36 SECONDS EAST, A DISTANCE OF 114.13 FEET; THENCE NORTH 79 DEGREES, 01 MINUTES, 45 SECONDS EAST, A DISTANCE OF 468.78 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON A 2401.95 FOOT CURVE TO THE RIGHT, A DISTANCE OF 817.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 81 DEGREES, 28 MINUTES, 47 SECONDS EAST, A DISTANCE OF 185.45 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 02 DEGREES, 34 MINUTES, 17 SECONDS WEST, A DISTANCE OF 15.28 FEET, ALONG THE EAST LINE OF SAID QUARTER SECTION, TO THE POINT OF TERMINATION.

EXCEPT, OVER ONE UNRESTRICTED ACCESS(ES) NOT TO EXCEED 40 FEET IN WIDTH, THE CENTERLINE(S) OF WHICH (IS, ARE) LOCATED WESTERLY 2370.94 FEET FROM THE EAST LINE OF SAID QUARTER SECTION AS MEASURED ALONG THE CENTERLINE OF GILES ROAD.

AND ALSO:

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN PART OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 02 DEGREES, 34 MINUTES, 17 SECONDS WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 59.62 FEET; THENCE NORTHERLY 86 DEGREES, 59 MINUTES, 03 SECONDS WEST, A DISTANCE OF 121.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24 DEGREES, 33 MINUTES, 39 SECONDS WEST, A DISTANCE OF 14.72 FEET; THENCE NORTH 81 DEGREES, 28 MINUTES, 47 SECONDS WEST, A DISTANCE OF 101.57 FEET; THENCE WESTERLY ALONG A 2171.84 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 738.83 FEET; THENCE SOUTH 79 DEGREES, 01 MINUTES, 45 SECONDS WEST, A DISTANCE OF 468.73 FEET; THENCE SOUTH 49 DEGREES, 32 MINUTES, 20 SECONDS WEST, A DISTANCE OF 83.50 FEET TO THE POINT OF TERMINATION (SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION).

EXCEPT, OVER ONE UNRESTRICTED ACCESS(ES) NOT TO EXCEED 40 FEET IN WIDTH, THE CENTERLINE(S) OF WHICH (IS, ARE) LOCATED WESTERLY 1005.12 FEET FROM THE EAST LINE OF SAID QUARTER SECTION AS MEASURED ALONG THE CENTERLINE OF GILES ROAD.

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

92-192710

PROJECT: RS-BRS-RRS-3790(1) C.N.: 20682 SARPY COUNTY
(PAGE 6)

TRACT 13

CHECKED 4-5-91

A TRACT OF LAND LOCATED IN PART OF TAX LOT 1A1B IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 02 DEGREES, 34 MINUTES, 17 SECONDS WEST, A DISTANCE OF 59.62 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES, 34 MINUTES, 17 SECONDS WEST, A DISTANCE OF 250.35 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 81 DEGREES, 28 MINUTES, 47 SECONDS EAST, A DISTANCE OF 612.71 FEET; THENCE SOUTH 84 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 711.56 FEET; THENCE NORTH 87 DEGREES, 30 MINUTES, 46 SECONDS EAST, A DISTANCE OF 642.23 FEET TO A POINT ON THE SOUTHWESTERLY EXISTING UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY LINE; THENCE SOUTH 56 DEGREES, 21 MINUTES, 35 SECONDS EAST, A DISTANCE OF 169.61 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 87 DEGREES, 30 MINUTES, 46 SECONDS WEST, A DISTANCE OF 1466.93 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO A POINT ON THE NORTHERLY EXISTING OLD MISSOURI PACIFIC RAILROAD COMPANY RIGHT OF WAY LINE; THENCE NORTH 86 DEGREES, 59 MINUTES, 03 SECONDS WEST, A DISTANCE OF 621.69 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 7.05 ACRES, MORE OR LESS, WHICH INCLUDES 2.17 ACRES, MORE OR LESS, PREVIOUSLY OCCUPIED AS COUNTY ROAD.

THERE WILL BE NO INGRESS OR EGRESS OVER THE ABOVE DESCRIBED TRACT FROM OR TO THE REMAINDER OF SAID TAX LOT 1A1B.

EXCEPT, OVER ONE UNRESTRICTED ACCESS(ES) NOT TO EXCEED 40 FEET IN WIDTH, THE CENTERLINE(S) OF WHICH (IS, ARE) LOCATED EASTERLY 57.88 FEET FROM THE EAST LINE OF SAID QUARTER SECTION AS MEASURED ALONG THE CENTERLINE OF GILES ROAD.

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

PERMANENT EASEMENT

96-024963
35 DEC 11 AM 10:41

Number 124

REGISTER OF DEFENSE

_____, and heirs
Pursuant to this Easement:

Officers, agents, employees and contractors, shall have the permanent right to enter and use the Easement Area from time to time ingress and egress in connection with inspection, operation, maintenance, replacement, and repair of outfall sewer improvements; and, the permanent right to have the Easement Area unobstructed at the time of the County's entries; provided, however, that is reserved to the GRANTOR, and to GRANTOR's heirs, successors and assigns, the permanent right to Easements Area for purposes that do not interfere with the County's uses of the Easement Area, more specifically set forth hereinafter.

A. The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damages to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually and harvestable in construction of this project, but in no case shall the amount of CROP DAMAGE be more than the OWNER's net income from the project.

B. The GRANTOR waives compliance by the COUNTY with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use, R.R.S. 1943, et seq., as amended.

D

D. This Easement shall not pass, nor be construed to pass, to the COUNTY, a fee simple right to fully use and enjoy the said Easement Area except as the same may be necessary for the purposes herein granted to the COUNTY, including, without limitation, driveways, roads, parking areas, sidewalks, pavement and landscaping. Subject to the terms and conditions of paragraphs E and F below, such improvements placed on the Easement Area shall be maintained by GRANTOR, and its successors and assigns. That expressly expecting such allowed improvements, no buildings or other structures shall be placed in, on, over or across said Easement Area by GRANTOR, or its

96-211963A

successors or assigns, without the express written approval of the COUNTY, which approval shall not be unreasonably withheld by COUNTY.

E. The COUNTY, at its sole cost and expense, may construct, maintain, operate, repair or replace the outfall sewer improvements described herein. All such work shall be done in a workmanlike manner and in accordance with standard and acceptable engineering practices and in compliance with all laws, rules, regulations and building codes of all regulatory and governmental bodies having jurisdiction over such operations and work.

F. That COUNTY, at its sole cost and expense, will replace, restore or rebuild any and all damage to any improvements of GRANTOR or its successors or assigns caused by or resulting from the COUNTY exercising its rights of constructing, installing, inspecting, maintaining, operating, repairing or replacing said outfall sewer improvements or additional sewer systems within the Easement Area, except that damage to, or loss of trees and shrubbery will not be compensated for by COUNTY. With respect to such replacement or rebuilding, COUNTY hereby covenants to restore, at its sole cost and expense, the subject property of GRANTOR, its successors or assigns and/or the improvements located therein or thereon, to at least as good a condition as existed before such replacement or rebuilding, and if the COUNTY fails to so restore the property or improvements, such restoration may be performed by GRANTOR or its successors and assigns, at the cost and expense of the COUNTY.

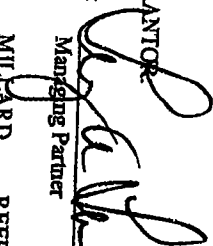
G. That the COUNTY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions of this Permanent Easement.

H. That this instrument contains the entire agreement of the parties; that except for a Temporary Easement of even date from GRANTOR to COUNTY and the Purchase Agreement, there are no other or different agreements or understandings; and the GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.

I. COUNTY agrees to indemnify and hold GRANTOR, and its successors and assigns harmless from and against any liability for any loss and/or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising its rights hereunder.

J. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR
By: 
Its: Managing Partner
MILLARD REFRIGERATED
SERVICES-DENISON, a Nebraska
General Partnership f/k/a Millard
Warehouse-Denison

96-21963 B

Acknowledgment

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

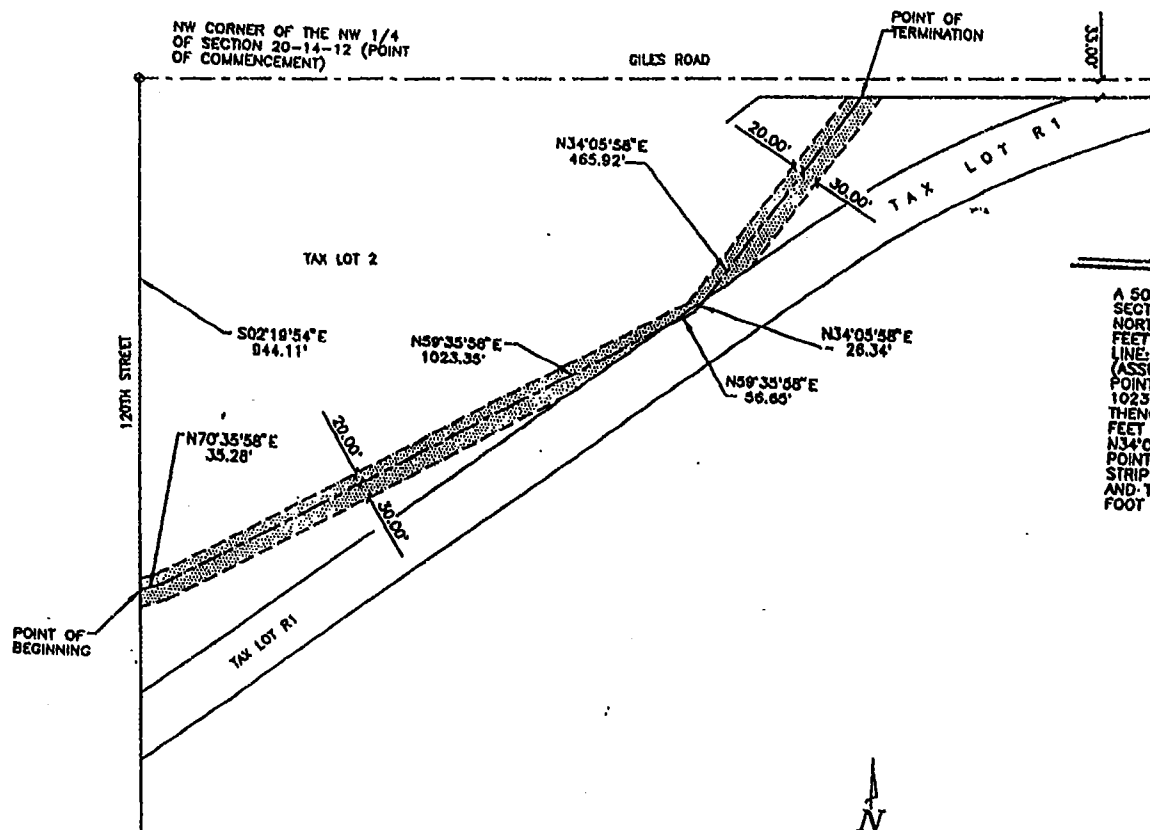
On this 16th day of Douglas, 1996, before me, a Notary Public, duly commissioned and qualified, personally came the above named Larry A. Larsen, Managing Partner of Millard Refrigerated Services-Denison, a Nebraska General Partnership f/k/a Millard Warehouse-Denison, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal the date last aforesaid.



[Signature]
Notary Public

My commission expires the 16th day of
Aug, 1998.



LEGAL DESCRIPTION

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE FEET NORTHWESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54"E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE N70°35'58"E 35.28 FEET; THENCE N59°35'58"E 1023.35 FEET TO THE NORTHWESTERLY LINE OF TAX LOT R1 IN SAID NW 1/4; THENCE CONTINUING N59°35'58"E 56.65 FEET; THENCE N34°05'58"E 28.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1; THENCE CONTINUING N34°05'58"E 465.92 FEET TO THE SOUTHERLY LINE OF GILES ROAD AND THE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID NW 1/4 AND THE SOUTHERLY LINE OF GILES ROAD, EXCEPT THAT PART OF SAID 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID TAX LOT R1.

CONTAINING 1.68 ACRES MORE OR LESS.

PERMANENT EASEMENT

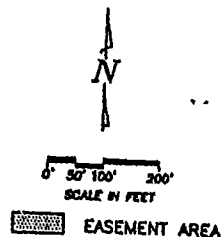
SARPY COUNTY, NEBRASKA
SOUTH PAPILLION CREEK OUTFALL SEWER

TRACT NO. 2
MILLARD WAREHOUSE DENISON

EXHIBIT A

2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10636 OLD MILL ROAD
OMAHA, NE 68154
(402) 330 - 0400

9-18-95
DRAWING NO. EASE17.DWG



9-21-95

Recorder note:
Brook Valley II Business Park

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-019096

99 JUN 16 PM 4:33

REGISTER OF DEEDS
George J. Dowling

99-19096
Counter 2
Verify pr
D.E. AL
Proof AL
Fee \$ 11.50
OK ☐ Cash ☐ Chg ☒
OPPD

TRANS
May 12, 1999

Doc.# 2.096 00(006)

RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission and distribution lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Lot 2, Lot 3 and Lot 8 Brook Valley Business Park II as surveyed, platted and recorded in Sarpy County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows:

A fifty foot strip of land more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska; thence S86°27'00"W along the South line of said Section 17 a distance of 91.9 feet to a point on the East lot line of Lot 2 Brook Valley II Business Park; thence N24°43'11"W along east lot line of said Lot 2 a distance of 98.6 feet to the point of beginning; thence S85°50'53"W a distance of 466.1 feet; thence S79°21'05"W a distance of 640.1 feet; thence S85°46'51"W a distance of 67.7 feet to a point on the West lot line of Lot 8, Brook Valley II Business Park; thence N33°44'53"E a distance of 67.7 feet to the West line of said Lot 8 a distance of 62.8 feet; thence N89°46'49"E a distance of 26.8 feet; thence N79°21'05"E a distance of 640.1 feet; thence N85°50'53"E a distance of 341.4 feet; thence S81°59'09"E a distance of 119.7 feet to the Northeast Corner of said Lot 2; thence S24°54'29"E along the East lot line of said Lot 2 a distance of 28.2 feet to the point of beginning.

CONDITIONS:

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinafter granted. Such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinafter granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinafter granted rights.

Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinafter granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way. Grantor may use the right-of-way herein described for parking lot and private driveway purposes.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 14th day of JUNE, 1999.

Brook Valley II, Ltd.

OWNERS SIGNATURE(S)

Pyram Realty, Inc., General Partner

James V. McCart, President

019096

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mail
Omaha, NE 68102-2247

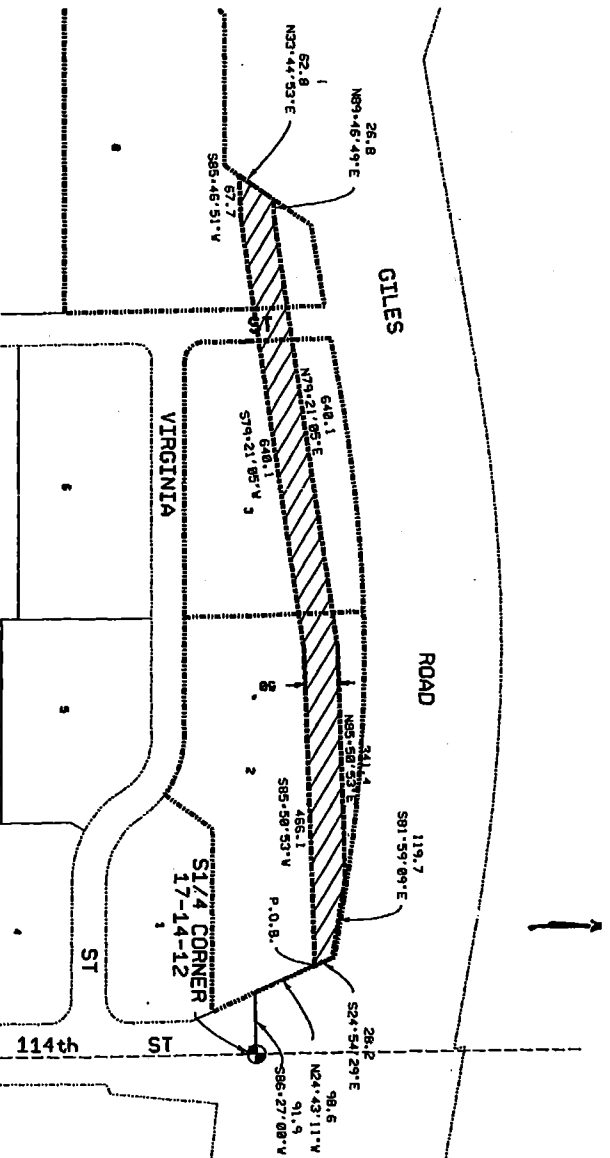
99-19096A

STATE OF **NEBRASKA**
COUNTY OF **DUGLASS**

On this 14th day of JUNE, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared JAMES V. M'CAET President
PELMIE RESULTY, ELUC and personally, to me known to be the identical person(s) and who acknowledged the execution thereof, to be A voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



Section SW1/4 17 Township 14 North, Range 12 East, County _____
 ROW Hagan Engineer _____ Est _____ W/O _____ Surpy _____

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2000-001184

2000 JA 18 PM 1:47

Glenn J. Hurlbut
REGISTER OF DEEDS

Courter *W. H. H.*
Verify *W. H. H.*
DE *W. H. H.*
PROD *W. H. H.*
Fee *12.50*
OK ☐ CASH ☐ CHG ☒

7D

AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C. (R-H)
2120 S 72 ST STE 1250
OMAHA NE 68124

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **BROOK VALLEY II, LTD.**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANTARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA, and PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of channel and flood control improvements and public recreational trails along the South Papillion Creek, and other related appurtenances.

The Grantee and its contractors and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

By accepting and recording this perpetual easement grant, said Grantee agrees forthwith to make good or cause to be made good to the owner or owners of the property in which same are 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 trees, grounds, or other improvements thereon, including crops, vines and gardens. No other surface improvements or fill, except trails, bank stabilization, stabilization structures, poles and sign structures, shall be placed in any such easement right-of-way.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the _____ day of _____, 1999.

BROOK VALLEY II, LTD.

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

By: *James V. McCart*
Title: *President*
Prime Realty, Inc., General Partner

The foregoing instrument was acknowledged before me on JANUARY 12, 2000, by JAMES V. MCCART, PRESIDENT, of Brook Valley II, Ltd., on behalf of the company.

Notary Public *Joseph C. Francis*



57-8
Assignment 11

ASSIGNMENT OF COMMUNICATION
SYSTEM EASEMENTS AND RIGHTS OF WAY

For good and valuable consideration, receipt whereof is hereby acknowledged, and in compliance with the Modification of Final Judgment (the "Decree") in United States v. Western Electric Company, et al., Civil Action No. 82-0192, and the Plan of Reorganization (the "Plan") as approved by the District Court for the District of Columbia on August 5, 1983, Northwestern Bell Telephone Company, an Iowa corporation (hereinafter referred to as "Assignor") hereby grants, assigns, transfers and sets over unto AT&T Communications of the Midwest, Inc., an Iowa corporation, having an office located at 811 Main Street, P.O. Box 1418, Kansas City, Missouri 64141, its associated and allied companies, parents, subsidiaries and affiliated corporations, its and their respective successors and assigns (hereinafter referred to as "Assignee") all right, title and interest of Assignor in, to and under each of the easements, rights of way and licenses identified in Exhibit A (annexed hereto and made a part hereof), subject to the non-exclusive right of Assignor and its associated and allied companies, parents, subsidiaries and affiliated corporations, its and their respective successors and assigns, to use such easements, rights of way and licenses.

TO HAVE AND TO HOLD said easements, rights of way, and license unto Assignee, its successors and assigns, to and for its or their use forever with right of substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of said easements, rights of way and licenses or any part thereof, to the extent said covenants and warranties are assignable or can be enforced, at Assignee's expense, for Assignee's benefit.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 19 day of December, 1983.

ATTEST:

[Signature]
Right-of-Way Clerk

(Name of Assignor)

By: Northwestern Bell Telephone (Seal)

(Name)

G.E. Mueller
(Title)
Manager-Assignment/Right-of-Way

FILED SAMPY CO., NE.

BOOK 57 OF Maps (Acknowledgegment)

PAGE 8

1984 JAN -4 AM 10:39

Carl G. Williams
REGISTER OF DEEDS

Rec'd
00086

57-244

SARPY COUNTY
EXHIBIT A

SCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

NAME OF GRANITOR	Date of GRANT	RECORDING INFORMATION	LEGAL DESCRIPTION
Victor L. & Ida M. Aulin	10-9-40	Bk 10 Pg 351	NE $\frac{1}{4}$ Sec 17 T14N R12E
Fred & Annie Peters	10-3-40	Bk 10 Pg 339	NW $\frac{1}{4}$ Sec 17 T14N R12E
Caroline Borman	10-3-40	<u>Bk 10 Pg 338</u>	W $\frac{1}{2}$ Sec 17 T14N R12E
Adolph H. & Mary M. Voss	10-3-40	Bk 10 Pg 339	Sec 18 T14N R12E
Jeddie, Fritz, Voss & Harry L.	10-3-40	Bk 10 Pg 340	SW $\frac{1}{4}$ Sec 18 T14N R12E
Lauretta V. Rice	10-5-40	Bk 10 Pg 355	SE $\frac{1}{4}$ Sec 13 T14N R11E
Clem & Matilda Helbusch	5-20-58	Bk 23 Pg 273, 275	SE $\frac{1}{4}$ Sec 13 T14N R11E
Max Pitxel, Jr. & Mary	5-20-58	Bk 23 Pg 272, 274	NE $\frac{1}{4}$ Sec 24 T14N R11E
Grace D. Bartels	10-3-40	Bk 10 Pg 341	NE $\frac{1}{4}$ Sec 24 T14N R11E
Katie Bartels			
Charles A. & Martha A. Prinz	10-9-40	Bk 10 Pg 353	NW $\frac{1}{4}$ Sec 24 T14N R11E
Will & Marie Hansen	10-3-40	Bk 10 Pg 343	SW $\frac{1}{4}$ Sec 24 T14N R11E
Roseann E., Marvin C., Mrs. Ella S., Ralph H. Rohmer	8-12-65	Bk 35 Pg 542	SE $\frac{1}{4}$ Sec 27 T14N R11E
Jessie & Christian A. Peterson	10-3-40	Bk 10 Pg 346	NE $\frac{1}{4}$ Sec 32 T14N R11E
Glen J. Ehlers	10-3-40	Bk 10 Pg 342	SE $\frac{1}{4}$ Sec 32 T14N R11E
Ernest H. & Gertrude M. Dietz	10-3-40	Bk 10 Pg 341	SW $\frac{1}{4}$ Sec 32 T14N R11E
Wm. H. Melcher, Trustee	10-9-40	Bk 10 Pg 354	SE $\frac{1}{4}$ Sec 31 T14N R11E
Marcus Schnack, Jr. & Anna Eugene & Catherine Kinbelter	10-3-40	Bk 10 Pg 336	NE $\frac{1}{4}$ Sec 6 T13N R11E
W.S. & Nahnie Bundy	10-3-40	Bk 10 Pg 335	NE $\frac{1}{4}$ Sec 1 T13N R10E
J.L. Langdon	10-3-40	Bk 10 Pg 331	S $\frac{1}{2}$ Sec 17 T13N R10E
John & Carrie Cockerill	11-4-40	Bk 10 Pg 367	SW $\frac{1}{4}$ Sec 16 T13N R10E
Jay B. & Irene Wainwright	10-3-40	Bk 10 Pg 331	N $\frac{1}{2}$ Sec 16 T13N R10E
A.H. & Matilda Gramlich	11-4-40	Bk 10 Pg 365	N $\frac{1}{2}$ Sec 15 T13N R10E
Heleen M. Hughes	10-3-40	Bk 10 Pg 333	SW $\frac{1}{4}$ Sec 10 T13N R10E
Jay B. & Irene Wainwright	10-3-40	Bk 10 Pg 334	SE $\frac{1}{4}$ Sec 10 T13N R10E
Wm. & Pearl Hemphill, John & Maude Alibery	10-3-40	Bk 10 Pg 337	SW $\frac{1}{4}$ Sec 11 T13N R10E
R.J., J.R., Theresa McLean Glenn & Nettie Pope, Rollo & Carrie Seefus, Clyde E. & Mabel Iske	11-6-40	Bk 10 Pg 369, 370	N $\frac{1}{2}$ Sec 11 T13N R10E
First Trust Co. of Lincoln Ne., Trustee	10-3-40	Bk 10 Pg 333	NW $\frac{1}{4}$ Sec 12 T13N R10E
Equitable Life Assurance Society of U.S.	10-26-40	Bk 10 Pg 360	SW $\frac{1}{4}$ Sec 1 T13N R10E
Re-recorded	11-25-40	Bk 10 Pg 381	
Albert & Christina Stoltenberg	10-3-40	Bk 10 Pg 337	S $\frac{1}{2}$ Sec 1 T13N R10E
Johannes F. & Elise Eggers	10-3-40	Bk 10 Pg 332	SE $\frac{1}{4}$ Sec 1 T13N R10E
Eugene & Catherine Kinbelter	10-3-40	Bk 10 Pg 335	NE $\frac{1}{4}$ Sec 6 T13N R11E
Equitable Life Assurance Society of U.S.	11-25-40	Bk 10 Pg 382	NW $\frac{1}{4}$ Sec 6 T13N R11E

57-8B

SARPY COUNTYEXHIBIT ASCHEDULE OF ASSIGNED EASEMENTS AND RIGHTS OF WAY

<u>NAME OF GRANTOR</u>	<u>DATE OF GRANT</u>	<u>RECORDING INFORMATION</u>	<u>LEGAL DESCRIPTION</u>
C.J., J.F., Marie H., Carl, Henry, Marie C. Ehlers & Bert, Wilhelmina Addleman	11-4-40 11-4-40 11-4-40 10-9-40	Bk 10 Pg 366 Bk 10 Pg 368 Bk 10 Pg 364 Bk 10 Pg 352	NW $\frac{1}{4}$ Sec 6 T13N R11E NW $\frac{1}{4}$ Sec 20 T13N R10E NE $\frac{1}{4}$ Sec 19 T13N R10E SE $\frac{1}{4}$ Sec 23 T14N R11E
J.V. McDonald W.S. & Nannie Bundy Rudolph & Maggie Blum Claus & Marie Heuck Carl G. & Louise Heuck Albert A. & Amanda Pflug	11-4-40 11-4-40 10-9-40 10-3-40 10-3-40 10-9-40	Bk 10 Pg 364 Bk 10 Pg 352 Bk 10 Pg 344 Bk 10 Pg 343 Bk 10 Pg 352	NE $\frac{1}{4}$ Sec 26 T14N R11E NW $\frac{1}{4}$ Sec 26 T14N R11E SW $\frac{1}{4}$ Sec 26 T14N R11E NE $\frac{1}{4}$ Sec 27 T14N R11E SE $\frac{1}{4}$ Sec 27 T14N R11E SW $\frac{1}{4}$ Sec 27 T14N R11E
Claus & Rosa M. Kohner Henry I. & Serena Lorenz	10-3-40 10-3-40	Bk 10 Pg 347 Bk 10 Pg 345	SW $\frac{1}{4}$ Sec 28 T14N R11E NW $\frac{1}{4}$ Sec 28 T14N R11E
Barnhardt K. & Elsie Timmerman Fred & Mary M. Stender	10-3-40 10-3-40 10-3-40	Bk 10 Pg 348 Bk 10 Pg 347	SW $\frac{1}{4}$ Sec 28 T14N R11E NW $\frac{1}{4}$ Sec 33 T14N R11E

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 12407

2000 MAY 24 PM 2:06

Shirley A. Paulsen
REGISTER OF DEEDS

Counter 502
Verify g. A. K.
D.E. g. A. K.
Proof D. b. 00
Fee \$ 6.00
OK ☐ Cash ☐ Chg ☒ 7D

Recording information above

R/W #0009103NE

RELEASE OF EASEMENT

KNOW ALL BY THESE PRESENTS: that U S WEST COMMUNICATIONS, INC. (formerly known as or successor in interest to NORTHWESTERN BELL, hereinafter called the "Telephone Company"), for and in consideration of \$1.00 and other good and valuable consideration in hand paid, the receipt whereof is hereby confessed and acknowledged, does hereby release, remise and quitclaim all the right, title and interest acquired by the Telephone Company or its assigns in the real property under that certain right of way grant, recorded in BOOK 237, AT PAGE 301, FILED SEPTEMBER 22, 1948 unto the present owner or owners, as their respective interest may appear therein, in the following described property, to wit:

An interest being in THE COMMON LOT LINE BETWEEN LOTS 16 AND 17, BROOK VALLEY II BUSINESS PARK, LOCATED IN THE NW 1/4 SECTION, 20-14-N-12-E, COUNTY OF SARPY, STATE OF NEBRASKA, AS RECORDED IN INSTRUMENT NO. 98-04586.

And hereby expressly excepting and reserving to the Telephone Company any and all interest otherwise acquired in said property, except as above stated.

IN WITNESS WHEREOF the Telephone Company has caused these presents to be executed by its duly authorized officers this 17 day of April, 2000.

U S WEST COMMUNICATIONS, INC.

By: *Shirley A. Paulsen*

Title: ENGINEER ROWIA NE

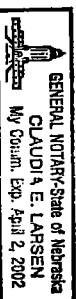
STATE OF COLORADO

COUNTY OF ARAPAHOE

John Duncan, as ENGINEER ROWIA NE of U S WEST

COMMUNICATIONS, INC., a Colorado corporation, on behalf of said corporation, this 17 day of April, 2000.

(SEAL)



Claudia E. Larsen
Notary Public

FILED SARY CO. NE.
INSTRUMENT NUMBER
9800 12406
2000 MY 24 PM 2: 05
Randy J. DeGeorge
REGISTER OF DEEDS

Counter SC
Verify AK
D.E. JD
Proof JD
Fee \$ 6.00
OK ☐ Cash ☐ Chg ☒ TD

February 18, 2000

DISCLAIMER AND RELEASE

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

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the common lot lines of Lots Sixteen (16) and Seventeen (17), all of said Brook Valley II Business Park.

Said Plat and Dedication filed for record March 2nd, 1998 as Instrument Number 98-04586, all located in the office of the Register of Deeds, Sary County, Nebraska.

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

Jan Mula
Approved by Engineering

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

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

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

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

Randy J. DeGeorge
NOTARY PUBLIC

NW¼ 20-14-12



12406

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 12405

2000 MAY 24 PM 2:05

Glenn D. Wadkins
REGISTER OF DEEDS

SOA ✓
Counter SA
Verify AK
D.E. AK
Proof AK
Fee \$ 6.00
ck ☐ Cash ☐ Chg ☒ HTD

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that COX COMMUNICATIONS, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the plat and dedication of Brook Valley 2 Business Park, an Addition as surveyed, platted and recorded in Sarpy County Nebraska, over, upon, along and above the following described property:

A strip of land as identified:
Ten feet (10') in width, being five feet (5') each side of and abutting the common lot
lines of lots numbered sixteen (16) and seventeen (17), all of said Brook Valley 2
Business Park.

Said Plat and Dedication filed for record this day, March 2nd 1998 as Instrument #
98-04586 in the Deed Records, all in the office of the Register of Deeds, Sarpy
County of Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 29th day of February, 2000.

Engineering Approval:

Kenneth M Winter

Print Name/Title
Kenneth M Winter
Signature

Management Approval:

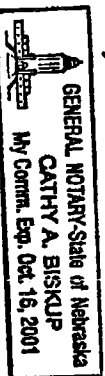
Hick VP CM

Print Name/Title
Hick VP CM
Signature

STATE OF Nebraska)
COUNTY OF Lincoln) ss.

On this 29th day of February, 2000 before me the undersigned, a Notary public in and for said County personally came Richard Hick to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his or her voluntary act deed.

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



Cathy A. Biskup
NOTARY PUBLIC

12405

TD

FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-029380

99 SEP 20 PM 1:35

Joseph D. Warner
REGISTER OF DEEDS

99-29380

Counter ML

Verify ML

D.E. ML

Proof ML

Fee \$ 6.50

Chk ☐ Cash ☐ Chg ☒ TD

AFFIDAVIT OF CORRECTION

CORRECTION TO LOTS 8, 9 AND 21, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS DRAWING IN ORDER TO SHOW ANGLES AND DISTANCES LOCATING A CHANNEL MAINTENANCE AND DRAINAGE EASEMENT LOCATED ON LOTS 8, 9 AND 21, BROOK VALLEY II BUSINESS PARK, RECORDED AS INSTRUMENT NO. 98-04586 IN THE RECORDS OF THE SARPY COUNTY, NEBRASKA REGISTER OF DEEDS.

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

SEPTEMBER 16, 1999

DATE:

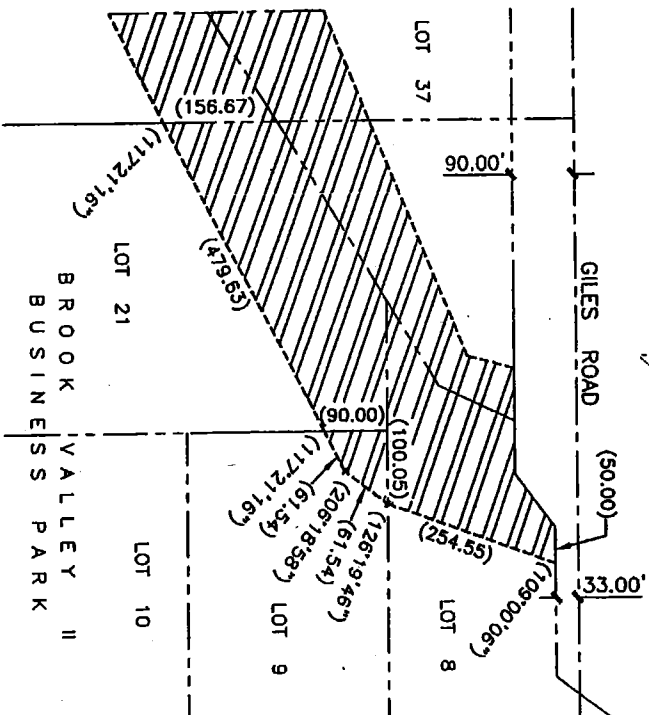
James D. Warner
JAMES D. WARNER, NEBRASKA R.L.S. 308

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
THE FOREGOING AFFIDAVIT OF CORRECTION WAS ACKNOWLEDGED BEFORE ME THIS 16TH DAY OF
SEPTEMBER, 1999 BY JAMES D. WARNER.



NOTARY PUBLIC

Joseph C. Franco



SCALE:
1" = 200'

NOTE:
ALL DIMENSIONS AND ANGLES IN
PARENTHESES PERTAIN TO EASEMENTS

TD2 NO. 850-127-AFF
DATE: MAY 19, 1999

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

029380

98-18361

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-018361

98 JUL -9 AM 9:24

Joseph C. Franco
REGISTER OF DEEDS

Counter as
Verify by
D.E. by
Proof by
Fee \$ 6.50
or ☐ Cash ☐ TD

A F F I D A V I T

ADDITION OF EASEMENT INFORMATION TO THE FINAL PLAT OF BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA. (LOTS 18 THRU 20, INCLUSIVE)

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS AFFIDAVIT IN ORDER TO ADD CERTAIN EASEMENT INFORMATION TO THE FINAL PLAT OF BROOK VALLEY II BUSINESS PARK, FILED AS INSTRUMENT NO. 98-04586 IN THE RECORDS OF THE REGISTER OF DEEDS OFFICE, SARPY COUNTY, NEBRASKA.

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

JULY 8, 1998

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

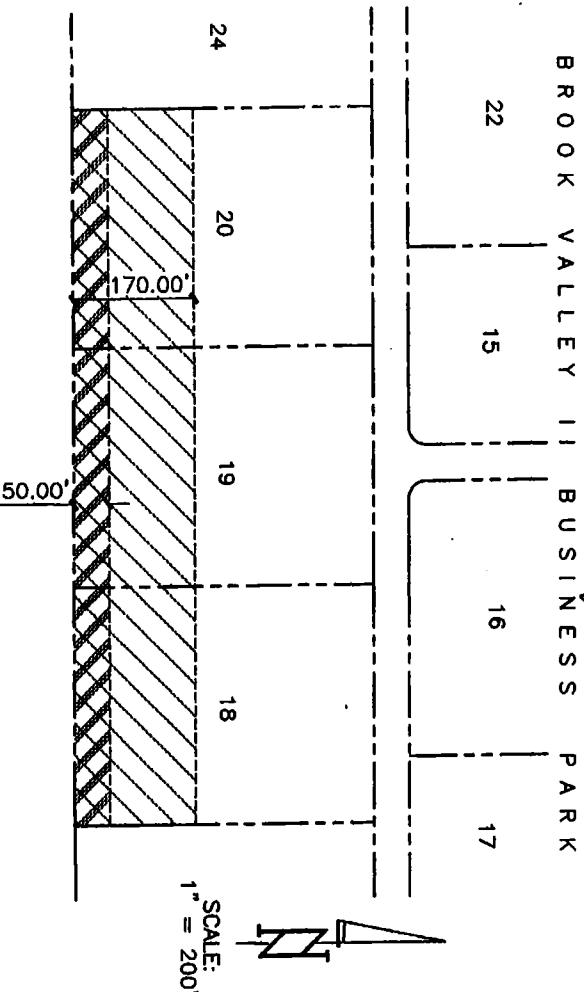
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

THE FOREGOING AFFIDAVIT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF JULY, 1998 BY JAMES D. WARNER



Joseph C. Franco
NOTARY PUBLIC



50.00 FOOT WIDE EASEMENT GRANTED TO NEBRASKA PUBLIC POWER DISTRICT RECORDED IN BOOK 8 AT PAGE 15 OF THE SARPY COUNTY RECORDS.

170.00 FOOT WIDE EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN BOOK 45 AT PAGE 36 OF THE SARPY COUNTY RECORDS.

AFTER RECORDING RETURN TO:
THOMPSON DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

TD2 JOB NO. 850-102-AFF2

018361

98-18362

FILED SARPY CO. NE.

INSTRUMENT NUMBER

98-018362

98 JUL -9 AM 9:24

REGISTER OF DEEDS

Counter 25
Verify by
D.E. 2
Proof 2
Fee \$ 6.00
OK ☐ Cash ☐ ☒ TD

AFFIDAVIT

ADDITION OF EASEMENT INFORMATION TO THE FINAL PLAT OF BROOK VALLEY II BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA. (LOTS 24 AND 25.)

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY SUBMIT THIS AFFIDAVIT IN ORDER TO ADD CERTAIN EASEMENT INFORMATION TO THE FINAL PLAT OF BROOK VALLEY II BUSINESS PARK, FILED AS INSTRUMENT NO. 98-13043 IN THE RECORDS OF THE REGISTER OF DEEDS OFFICE, SARPY COUNTY, NEBRASKA.

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

JULY 8, 1998
DATE
JAMES D. WARNER, NEBRASKA RLS 308

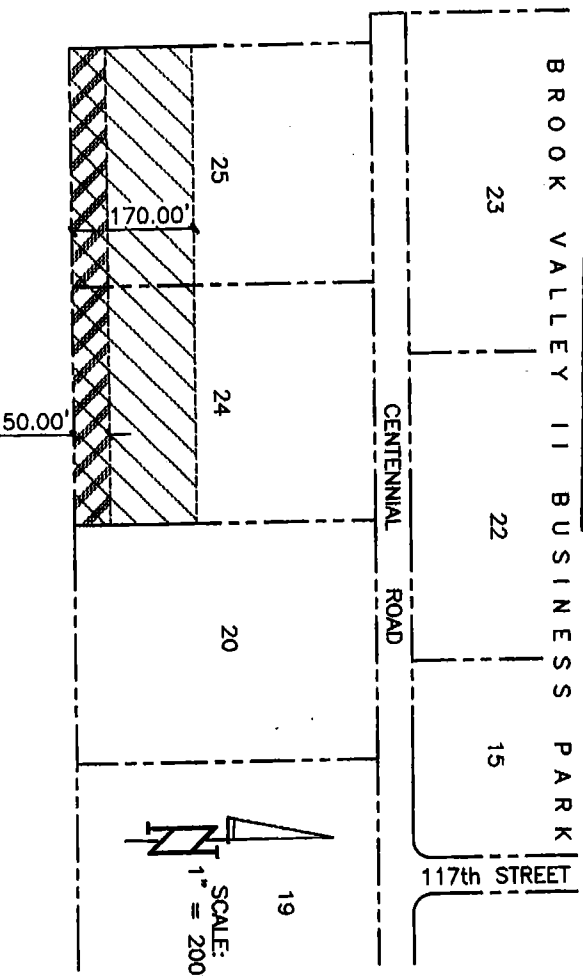
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA } SS
COUNTY OF DOUGLAS }

THE FOREGOING AFFIDAVIT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF JULY, 1998 BY JAMES D. WARNER



Joseph C. Warner
NOTARY PUBLIC



50.00 FOOT WIDE EASEMENT GRANTED TO NEBRASKA PUBLIC POWER DISTRICT RECORDED IN BOOK 8 AT PAGE 15 OF THE SARPY COUNTY RECORDS.

170.00 FOOT WIDE EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN BOOK 45 AT PAGE 36 OF THE SARPY COUNTY RECORDS.

AFTER RECORDING RETURN TO:
THOMPSON DRESSSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

TD2 JOB NO. 850-102-AFF2

018362

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EPI
444 South 16th Street Mail
Omaha, NE 68102-2247

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
97 OCT 22 AM 8:15
97 023599
REGISTER OF DEEDS

Countep. 8.00
Verify 0.00
3.E. 0.00
Proof 0.00
Fee: 5.50
CK
Cash
Charge
Doc 2.86

97-23599

AFFIDAVIT

Doc 2.86 (1)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

W. D. Demyer, as Vice President of the Omaha Public Power District, (OPPD), a corporation organized and existing by virtue of the laws of the State of Nebraska, hereby certifies on behalf of OPPD that OPPD intends to utilize its easement rights, as has no intent to abandon those easement rights obtained on the date set forth herein regarding the real property set forth herein

Tax Lot Two (T.L. 2), being part of the Northwest Quarter (NW¼), of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sappy County, Nebraska.

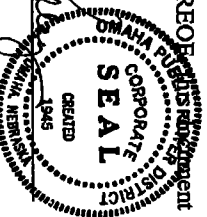
Said easement dated January 12, 1972 and filed for record January 31, 1972 in Miscellaneous Book 45 at Page 36 in the Office of the Register of Deeds, Sappy County, Nebraska.

IN WITNESS WHEREOF, this instrument is executed on this 21st day of October, 1997.

ATTEST:

OMAHA PUBLIC POWER DISTRICT

Cathy A. Hagg
Assistant Secretary



William D. Demyer
Vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 21st day of October, 1997, before me the undersigned, a Notary Public in and for said County and State, personally appeared W. D. Demyer, Vice President of the Omaha Public Power District, personally to me known to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date above written.

Theresa J. Ziegler
Notary Public

NW ¼ 20-14-12



023599

94-15619

ASSIGNMENT

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Sanitary and Improvement District No. 65 of Sarpy County, Nebraska ("SID No. 65") does hereby quitclaim and transfer to the City of Omaha, Nebraska, and its successors and assigns, all of its right, title and interest in and to the 30" RCP Outfall Sewer, described in a certain agreement made between SID No. 65 and the City of Omaha, Nebraska on August 29, 1972 ("Agreement"), and the following described easements:

1. An easement dated May 16, 1972 by Mackedon, LTD., a limited partnership, as grantor, in favor of SID No. 65, as grantee, which is filed of record in the office of the Sarpy County Register of Deeds, Miscellaneous Records, Book 45, Page 252, and legally described as follows, to wit:

SEE EXHIBIT "A"

2. An easement dated May 9, 1972 by Herman and May Labs, as grantors, in favor of SID No. 65, as grantee, which is filed of record in the office of the Sarpy County Register of Deeds, Miscellaneous Records, Book 45, Page 253, and legally described as follows, to wit:

SEE EXHIBIT "B"

3. An easement dated May 9, 1972 by Reinhardt and Evelyn Weiss, as grantors, in favor of SID No. 65, as grantee, which is filed of record in the office of the Sarpy County Register of Deeds, Miscellaneous Records, Book 45, Page 254, and legally described as follows, to wit:

SEE EXHIBIT "C"

4. An easement dated May 10, 1972 by Rudolph and Mabel Otte, as grantors, in favor of SID No. 65, as grantee, which is filed of record in the office of the Sarpy County Register of Deeds, Miscellaneous Records, Book 45, Page 525, and legally described as follows, to wit:

SEE EXHIBIT "D"

5. An easement acquired by SID No. 65 through a condemnation proceeding. A Report of Appraisers describing the easement is filed of record in the office of the Sarpy County Register of Deeds, Miscellaneous Records, Book 45, Page 429, and legally described as follows, to wit:

SEE EXHIBIT "E"

This Assignment is made pursuant to the Agreement. Acceptance of this Assignment by the City of Omaha, Nebraska shall terminate and delete Paragraph 6 from the aforementioned Agreement. All other applicable terms and conditions of said Agreement shall remain in full force and effect. This Assignment shall be of no force and effect unless and until it is accepted by the City of Omaha, Nebraska.

15619

0000000

HCB

09/09/00

IN WITNESS WHEREOF, SID No. 65 has executed this Assignment on this 20 day of June 1994.

By: M. Chetani
Melany Chesterman, Chairperson

The foregoing instrument was acknowledged before me on June 30, 1994 by Melany Chesterman, Chairperson of Sanitary and Improvement District No. 65 of Sarpy County, Nebraska.

of
Sar

By: [Signature]

Dated this 6th day of July, 1994

Joseph M. Melior
Notary Public



FIELD NO. 30.4E.
INSTRUMENT NUMBER
94-15619.

94 JUL -8 AM 10:47

Case of *Tham*
REGISTER OF DEEDS

DE
V
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C
Fee \$ 34.50

94-15619 B D

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

Commencing at the Southwest corner of the SE 1/4 of said Section 17; thence N01°10'31"W (assumed bearing) along the West line of the SE 1/4 of said Section 17, a distance of 1102.97 feet to the point of beginning; thence S89°37'37"E, a distance of 288.68 feet; thence N41°25'58"E, a distance of 174.13 feet to a point of termination on the Southwesterly line of a Union Pacific Railroad right-of-way, said point of termination being N88°54'38"E along the South line of the SE 1/4 of said Section 17, a distance of 404.63 feet, and N01°05'22"W, a distance of 1223.95 feet from the Southwest corner of the SE 1/4 of said Section 17.

EXHIBIT "A"

A 40 foot wide permanent sewer and drainage easement 10 feet left and 30 feet right of the following described centerline in the NW 1/4, NW 1/4 of Section 20, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence N88°54'03"E (assumed bearing) along the North line of the NW 1/4 of said Section 20, a distance of 572.78 feet; thence S1°05'57"E, a distance of 33.00 feet to the point of beginning; thence S25°08'02"W, a distance of 56.34 feet; thence S55°30'24"W, a distance of 887.43 feet; thence S62°18'57"W, a distance of 80.57 feet to the point of termination on the easterly right-of-way line of 120th Street, said point being S1°06'42"E along the West line of the NW 1/4 of said Section 20, a distance of 606.11 feet and N88°53'18"E, a distance of 33.00 feet from the Northwest corner of said Section 20.

EXHIBIT "B"

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	<th>TW</th> <th>TX</th> <th>TY</th> <th>TZ</th> <th>UA</th> <th>UB</th> <th>UC</th> <th>UD</th> <th>UE</th> <th>UF</th> <th>UG</th> <th>UH</th> <th>UI</th> <th>UJ</th> <th>UK</th> <th>UL</th> <th>UM</th> <th>UN</th> <th>UO</th> <th>UP</th> <th>UQ</th> <th>UR</th> <th>US</th> <th>UT</th> <th>UU</th> <th>UV</th> <th>UW</th> <th>UX</th> <th>UY</th> <th>UZ</th> <th>VA</th> <th>VB</th> <th>VC</th> <th>VD</th> <th>VE</th> <th>VF</th> <th>VG</th> <th>VH</th> <th>VI</th> <th>VJ</th> <th>VK</th> <th>VL</th> <th>VM</th> <th>VN</th> <th>VO</th> <th>VP</th> <th>VQ</th> <th>VR</th> <th>VS</th> <th>VT</th> <th>VU</th> <th>VV</th> <th>VW</th> <th>VX</th> <th>VY</th> <th>VZ</th> <th>WA</th> <th>WB</th> <th>WC</th> <th>WD</th> <th>WE</th> <th>WF</th> <th>WG</th> <th>WH</th> <th>WI</th> <th>WJ</th> <th>WK</th> <th>WL</th> <th>WM</th> <th>WN</th> <th>WO</th> <th>WP</th> <th>WQ</th> <th>WR</th> <th>WS</th> <th>WT</th> <th>WU</th> <th>WV</th> <th>WW</th> <th>WX</th> <th>WY</th> <th>WZ</th> <th>XA</th> <th>XB</th> <th>XC</th> <th>XD</th> <th>XE</th> <th>XF</th> <th>XG</th> <th>XH</th> <th>XI</th> <th>XJ</th> <th>XK</th> <th>XL</th> <th>XM</th> <th>XN</th> <th>XO</th> <th>XP</th> <th>XQ</th> <th>XR</th> <th>XS</th> <th>XT</th> <th>XU</th> <th>XV</th> <th>XW</th> <th>XX</th> <th>XY</th> <th>XZ</th> <th>YA</th> <th>YB</th> <th>YC</th> <th>YD</th> <th>YE</th> <th>YF</th> <th>YG</th> <th>YH</th> <th>YI</th> <th>YJ</th> <th>YK</th> <th>YL</th> <th>YM</th> <th>YN</th> <th>YO</th> <th>YP</th> <th>YQ</th> <th>YR</th> <th>YS</th> <th>YT</th> <th>YU</th> <th>YV</th> <th>YW</th> <th>YX</th> <th>YY</th> <th>YZ</th> <th>ZA</th> <th>ZB</th> <th>ZC</th> <th>ZD</th> <th>ZE</th> <th>ZF</th> <th>ZG</th> <th>ZH</th> <th>ZI</th> <th>ZJ</th> <th>ZK</th> <th>ZL</th> <th>ZM</th> <th>ZN</th> <th>ZO</th> <th>ZP</th> <th>ZQ</th> <th>ZR</th> <th>ZS</th> <th>ZT</th> <th>ZU</th> <th>ZV</th> <th>ZW</th> <th>ZX</th> <th>ZY</th> <th>ZZ</th> <th>AA</th> <th>AB</th> <th>AC</</th>	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ	AA	AB	AC</
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5

•EMOTTON SP

COLLIER 01
LINE NO
1/7 07
DATA
SECTION 17.

EXHIBIT "D" P. 20 W. 2082

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[illegible]

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94-15619E

(4)

A 40 foot wide permanent sewer and drainage easement 10 feet left and 30 feet right of the following described centerline in the N1/2, NW1/4 of Section 19, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 of said Section 19; thence S0°15'35"W (assumed bearing) along the East line of the NW 1/4 of said Section 19, a distance of 670.03 feet to the point of beginning; thence N77°00'54"W, a distance of 2579.91 feet to a point of termination on the South right-of-way line of Giles Road, said point of termination being N88°41'44"E along the North line of the NW 1/4 of said Section 19, a distance of 97.91 feet and S1°18'16"E, a distance of 33.00 feet from the Northwest corner of said Section 19.

EXHIBIT "D"

94-15619 F

A 40 foot wide permanent sewer and drainage easement 10 feet right and 30 feet left of the following described centerline in the S $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 17, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 17; thence N88°05'4"03"E (assumed bearing) along the South line of the SW $\frac{1}{4}$ of said Section 17, a distance of 909.72 feet; thence N1°05'57"W, a distance of 33.00 feet to a point on the Northerly right-of-way line of Giles Road, said point being the point of beginning; thence N28°08'02"E, a distance of 402.50 feet; thence N54°19'14"E, a distance of 917.78 feet; thence N63°24'37"E, and distance of 217.66 feet; thence N69°36'09"E, a distance of 335.09 feet; thence S89°37'37"E, a distance of 267.70 feet to the point of termination on the East line of the SW $\frac{1}{4}$ of said Section 17, said point being N1°10'31"E, a distance of 1102.97 feet from the Southeast corner of the SW $\frac{1}{4}$ of said Section 17.

EXHIBIT "E"

96-24965

TEMPORARY EASEMENT

SARPY COUNTY OUTFALL SEWER

96-024965
56 DEC 11 AM 10:44

REGISTER OF DEEDS

Count 1141
Verify 29
D.E.
Fee \$15.50
Cash ☐
Chg \$14.00

FOR AND IN CONSIDERATION of the payment of the sum of TWO HUNDRED ELEVEN DOLLARS (\$211.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with that certain Purchase Agreement between the parties hereto for this easement (the "Purchase Agreement"), Edward R. Schewe (hereinafter referred to as "the GRANTOR," whether one or more), for himself, herself, themselves, or itself, and for his, her, their or its heirs, successors and assigns, does hereby grant, bargain, sell, convey and confirm unto SARPY COUNTY, NEBRASKA (hereinafter referred to as "the COUNTY") and its successors and assigns, a non-exclusive Temporary Easement, hereinafter described, in, over and upon a parcel of land in Sarpy County, Nebraska, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference, (such parcel of land hereinafter being referred to as the "Easement Area"). This grant of easement shall be strictly subject to all restrictions, easements, conditions, covenants, encumbrances and liens of record or identified by an accurate survey or physical inspection of the Easement Area.

After issuance by the County of a notice to its contractor to proceed with construction of the Sarpy County Outfall Sewer Project (hereinafter "the Project"), and commencing 10 days after the County's mailing to the Grantor of written notice of its intent to temporarily occupy the Easement Area for purposes of the Project, the County and its successors and assigns, and their respective officers, agents, employees and contractors, may temporarily enter upon and exclusively use the Easement Area for a period of 365 consecutive days for any necessary or convenient purposes associated with the original construction of the Project, including but not limited to removal of any existing guard rails, fencing, and paving in the Easement Area; installation and maintenance of temporary fencing in the Easement Area. This temporary easement shall automatically terminate at the expiration of the aforementioned time period.

General Provisions

A. The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

B. The GRANTOR waives compliance by the COUNTY with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended)

C. The GRANTOR, for itself and for its successors and assigns, covenants and agrees that GRANTOR is the owner of the Easement Area and that it has good right to convey this temporary easement over the same; that said premises are free and clear of all liens and encumbrances, except restrictions, easements, conditions, covenants, encumbrances and liens of record; and, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

D. This temporary easement shall not pass, nor be construed to pass, to the COUNTY, a fee simple interest or title to the Easement Area. The GRANTOR shall have the reserved right to make reasonable non-structural uses of the Easement Area which do not interfere with the COUNTY's rights under this Easement. The COUNTY hereby covenants that all work done by the COUNTY, or its contractors and their respective successors and assigns, shall be done at the COUNTY's sole cost and expense and that the COUNTY shall restore the Easement Area to at least as good a condition as existed before any such work. This temporary easement is also for the benefit of any contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions hereof.

024965

96-249654

E. COUNTY, and its successors, assigns, agents and contractors shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of the easement area with the prior written consent of GRANTOR or its successors or assigns.

F. In addition to COUNTY's obligations to restore and repair as set forth above, COUNTY shall be responsible for property damage or personal injury caused intentionally or by any negligent act or omission of COUNTY, its agents, contractors or assigns while exercising the rights granted herein.

G. COUNTY agrees to indemnify and hold the GRANTOR, and its successors and assigns harmless from and against any loss or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising the rights granted herein.

H. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

I. This instrument contains the entire agreement of the parties hereto; there are no other or different agreements or understandings, except the Purchase Agreement and a Permanent Easement of even date, and that GRANTOR in executing and delivering this instrument, the GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR:

Edward R. Schewe

Edward R. Schewe
10978 Washington Street
Omaha, NE 68137

Acknowledgement

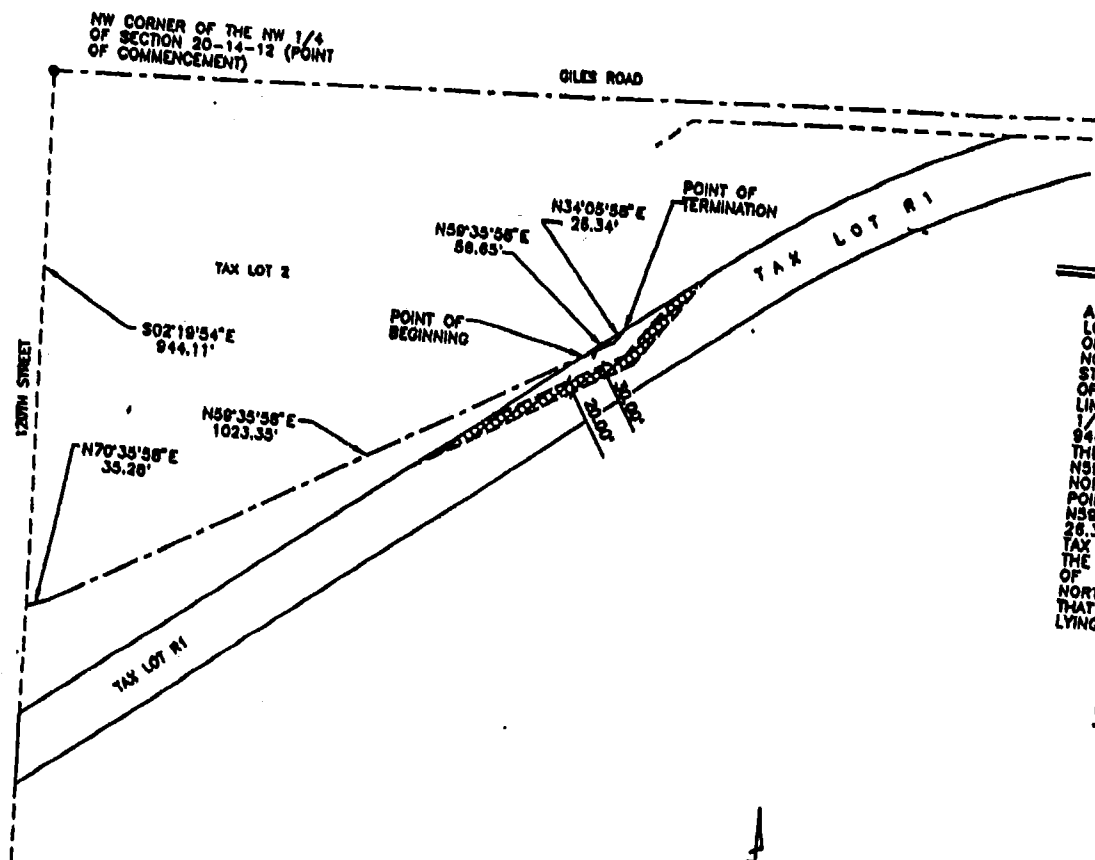
STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 16th day of October, 1996, before me, a General Notary Public, duly commissioned and qualified, personally came Edward R. Schewe, to me known to be the identical person(s) whose name(s) are affixed to the foregoing instrument as grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Steven L. Offner
Notary Public
My commission expires the 16th day of
August, 1998



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT R1 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE NORTHWESTERLY LINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54"E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4; THENCE N70°35'58"E 35.28 FEET; THENCE N59°35'58"E 1023.35 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1 AND THE POINT OF BEGINNING; THENCE CONTINUING N59°35'58"E 58.65 FEET; THENCE N34°05'58"E 28.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT R1 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE NORTHWESTERLY LINE OF SAID TAX LOT R1, EXCEPT THAT PART OF SAID 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN SAID NW 1/4.

CONTAINING 0.24 ACRES MORE OR LESS.

TEMPORARY EASEMENT

SARPY COUNTY, NEBRASKA
SOUTH PAPILLION CREEK OUTFALL SEWER

TRACT NO. 3
EDWARD R. SCHEWE

EXHIBIT

2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10000 OLD MILL ROAD
OMAHA, NE 68114
(402) 294-0510

9-18-85
DRAWING NO. EASE18C.DWG

96-24905B

HTS

98-22509

FILED SARY CO. NE.
INSTRUMENT NUMBER
98-022509
98 AUG 13 AM 11:35
Shirley A. Harding
REGISTER OF DEEDS

Counter 5
Verify SH
D.E. SH
Proof NS
Fee \$ 16.00
or ☐ Cash ☒ Cng ☒
HTS

BKUG
June 26, 1998

Doc. # _____

RIGHT-OF-WAY EASEMENT

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor":

Lots One, Two, Three, Six, Seven, Twelve, Thirteen, Sixteen, Nineteen, Twenty, Twenty-four & Twenty-five, all of Brook Valley II Business Park, a Subdivision, as surveyed, platted and recorded in Sary County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of approximate locations of Easement areas).

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and suburface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/has have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 15th day of July, 1998.

OWNERS SIGNATURE(S)

*Brook Valley II, Ltd, Prime Realty, Inc.,
General Partner
James W. McCurt, President*

< COMPLETE ACKNOWLEDGMENT ON REVERSE SIDE HEREOF >

HTS

022509

INDIVIDUAL ACKNOWLEDGMENT

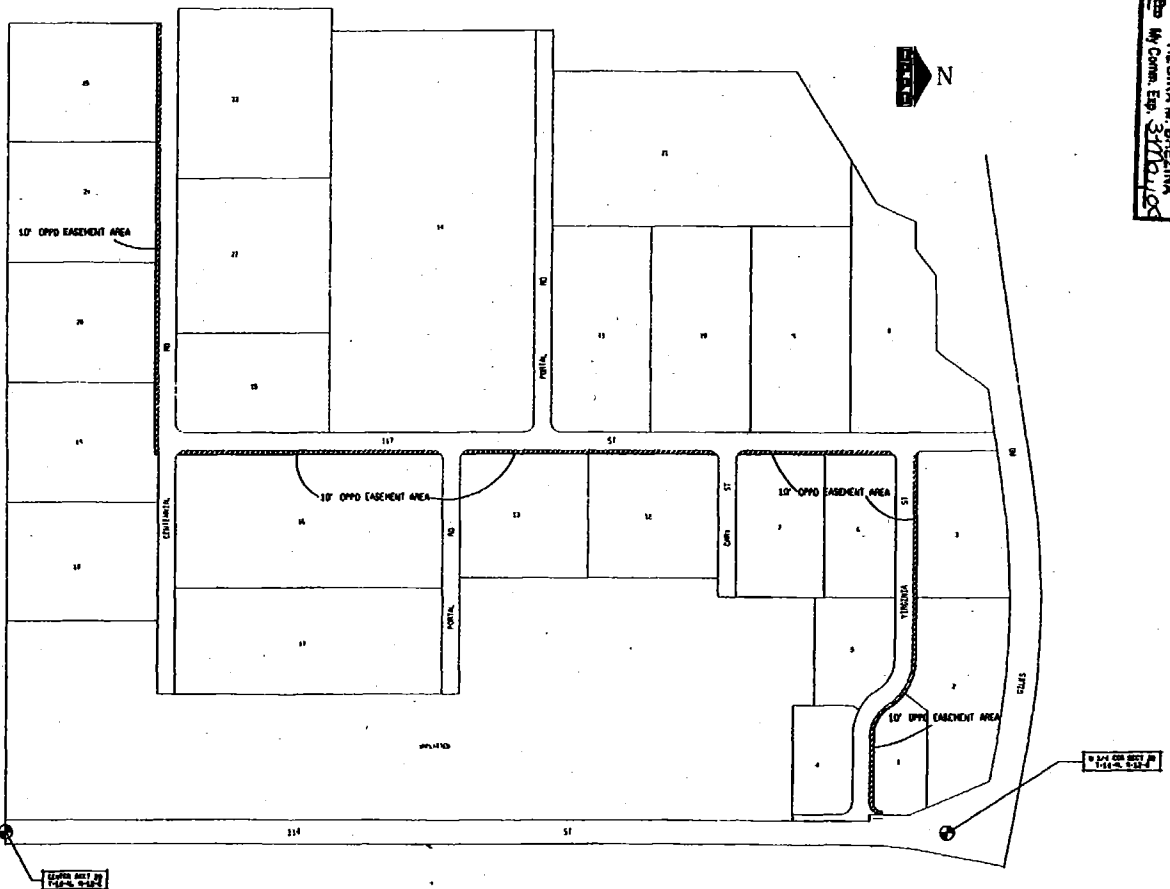
STATE OF
COUNTY OF

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

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

Witness my hand and Notarial Seal the date above written

NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
 Section NW ¼ 20 Township 14 North, Range 12 East
 Salesman Wilkins Engineer Broschat Est# _____ W.O.# M13300

FILED SAPPY CO. NE.

INSTRUMENT NUMBER

1999-37379

1999 DE 15 AM 11:15

George S. Paulding
REGISTER OF DEEDS

Counter DL
Verify 5
D.E. JK
Proof JK
Fee \$ 16.00
Ch ☐ Cash ☐ Chg ☒ PRPD

BKUG

Revised November 16, 1999

Doc. # _____

RIGHT-OF-WAY EASEMENT

Brook Valley V JT. Venture, Brook Valley VI Ltd & Brook Valley XI JT Vent.
Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One, Two, Three, Six, Seven, Fourteen, Seventeen, Nineteen, Twenty, Twenty-one, Twenty-four, Twenty-five, all of Brook Valley II Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of Easement areas.)

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 15th day of December, 1999.

OWNERS SIGNATURE(S)

BROOK VALLEY V JT. VENTURE & BROOK VALLEY VI LTD. & BROOK VALLEY XI JT. VENTURE
BY: PRIME REALTY, INC., GENERAL PARTNER OF THE FOREGOING ENTITIES

James V. McCarty, President
JAMES V. MCCARTY
PRESIDENT OF PRIME REALTY, INC.

< COMPLETE ACKNOWLEDGEMENT ON REVERSE SIDE HEREOF >

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way GW/EPI
444 South 16th Street Mail
Omaha, NE 68102-2247

999-373794

CORPORATE ACKNOWLEDGMENT

STATE OF **ALASKA**

COUNTY OF **DOUGLAS**

On this 1st day of DECEMBER, 1999, before me the undersigned, a Notary Public in and for said County, personally came **JAMES V. McCARP**

President of **ABME REALTY, LLC.**

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

Witness my hand and Notarial Seal the date above written.

James Warner
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF

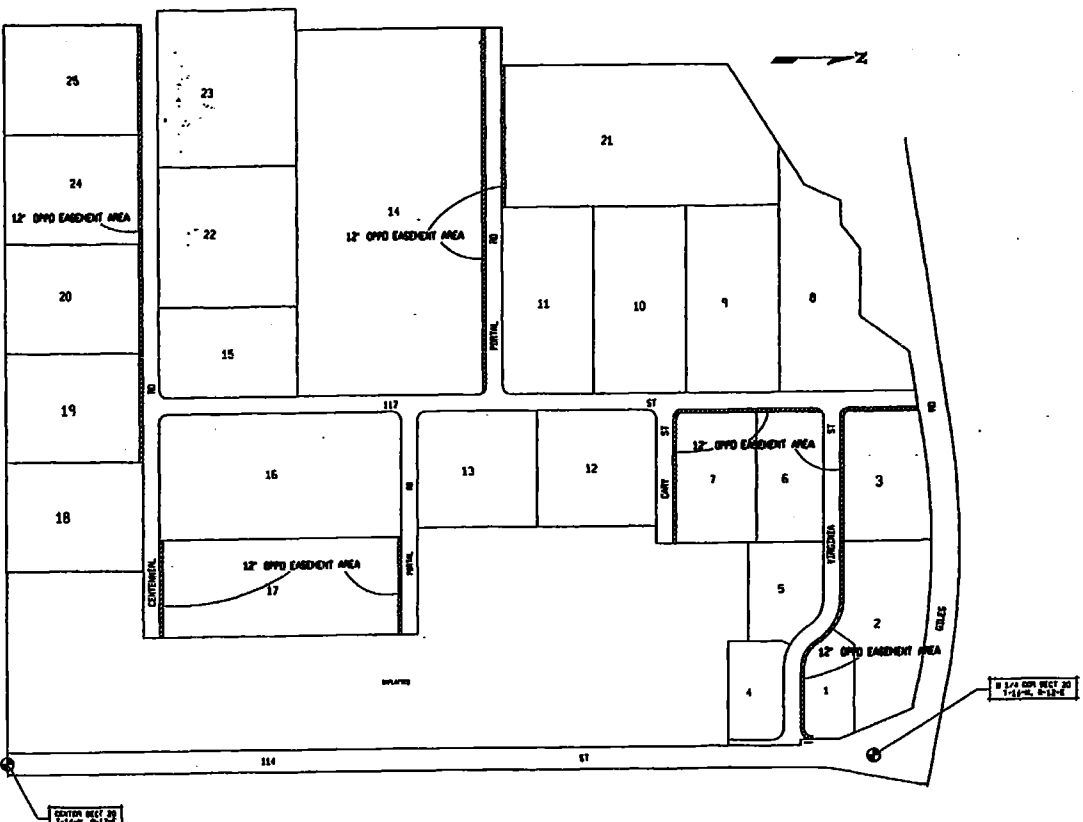
COUNTY OF

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

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

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



475

FILED SAKPI CO. NE.
 DISTRICT NUMBER
 98-022510
 98 AUG 13 AM 11:36
 REGISTER OF DEEDS
Flora J. Lindberg

98-22510
 Counter 348
 Verify 59
 D.E. 12
 Proof 16.00
 Fee \$ 16.00
 Ch ☐ Cash ☐ Cr ☒ 475

BKUG
 June 26, 1998

Doc. # _____

RIGHT-OF-WAY EASEMENT

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One, Two, Three, Six, Seven, Twelve, Thirteen, Sixteen, Nineteen, Twenty, Twenty-four & Twenty-five, all of Brook Valley II Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of approximate locations of Easement areas).

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 15th day of July, 1998

OWNERS SIGNATURE(S)

Brook Valley II, Ltd., Public Realty, Inc.,
General Partner
James McQuest, President

< COMPLETE ACKNOWLEDGMENT ON REVERSE SIDE HEREOF >

022510

475

STATE OF

COUNTY OF

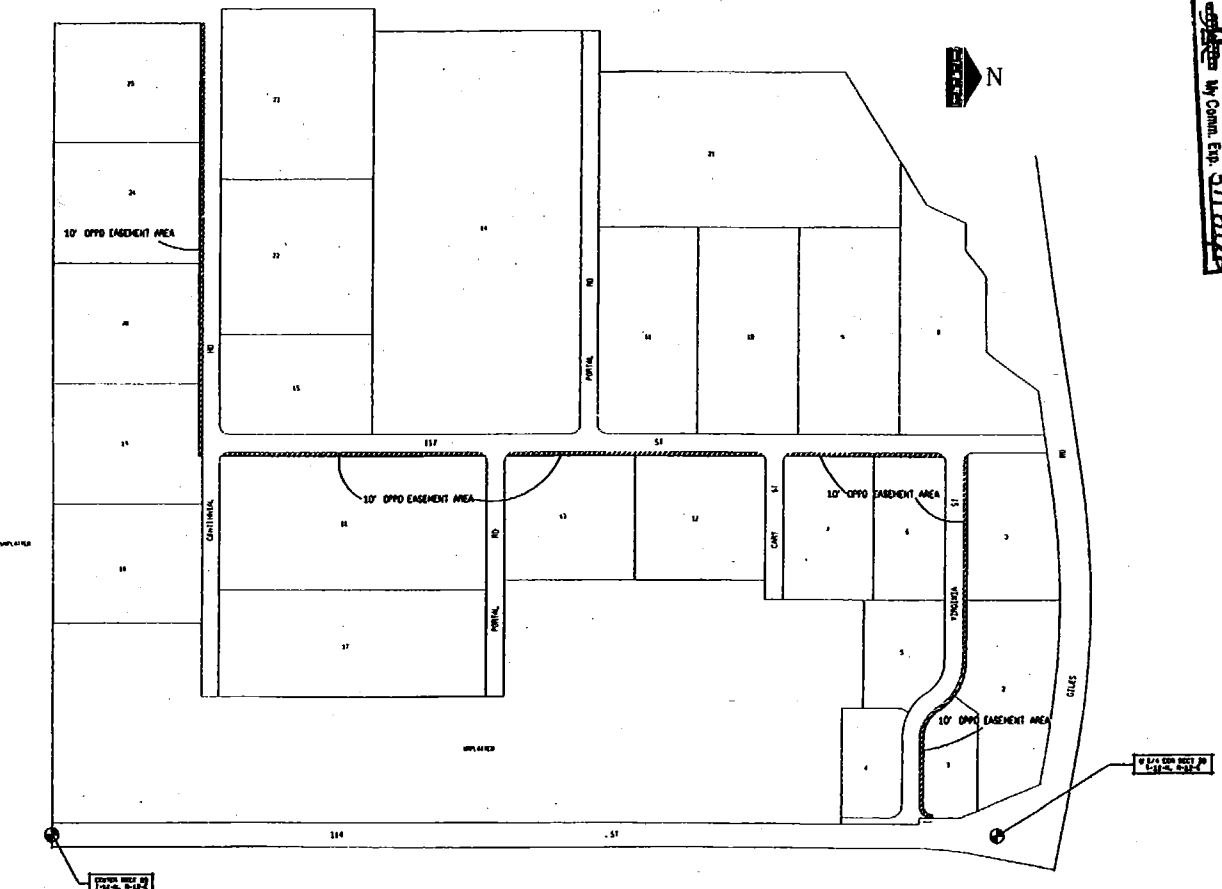
On this day of, 19 , before
me the undersigned, a Notary Public in and for said County and State,

10

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

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
 Section NW ¼ 20 Township 14 North Range 12 East
 Salesman Wilkins Engineer Brochat Es# _____ W.O.# M18300

FILED SARGY CO. NE.
INSTRUMENT NUMBER
1999-037380

1999 DE 15 AM 11:16

Long D. D. D. D.
REGISTER OF DEEDS

Counter Pa
Verify 5
D.E. 14
Proof 14
Fee \$ 14.50
OK ☐ Cash ☒ 0 PPD

UNG
October 26, 1999

Doc. # _____

RIGHT-OF-WAY EASEMENT

Brook Valley II, Ltd. Owner(s) of the real estate
described as follows, and hereafter referred to as "Grantor",

Lots 26, 27, 29, 30, 31, 32, 33, 35 and 36 of Brook Valley II Business Park Addition,
as surveyed, platted and recorded in Sarpy County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

The South Ten feet of Lot 26, the South Ten feet of Lot 27, the North Ten feet of Lot 29, the South Ten feet of Lot 30, the North Ten feet of Lot 31, the North Ten feet of Lot 32, the West Ten feet of Lot 33 together with the North Ten feet of Lot 33, the North Ten feet of Lot 35 and the South Ten feet of Lot 36.

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 15 day of OCTOBER, 1999. 1799

OWNERS SIGNATURE(S)

BROOK VALLEY II, LTD.
PRIME REALTY, INC., GENERAL PARTNER

2092
BY: *James V. McCart* (Signature)
James V. McCart, President

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EPI
444 South 16th Street Mail
Omaha, NE 68102-2247

037380

TD2 872-122

1999-373804

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 1st day of DECEMBER, 1999, before me the undersigned, a Notary Public in and for said County, personally came JAMES V. MCDALE, President of BROOK VALLEY II, LTD. PRIME REALTY, INC., ~~GENERAL MANAGER~~ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal the date above written.


NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

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

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

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

Distribution Engineer _____ Date _____
Section NW 1/4 20 Township 14 North, Range 12 East, County Sandy
Salesman Wilkins Engineer Broedner Est. # _____
Property Management _____
W.O.# 41070