

PERMANENT EASEMENT

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

WITNESSETH:

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

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

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

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

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

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

FILED FOR RECORD 2-2-78 AT 3:50 P M. IN BOOK 51 OF Miss Rec
PAGE 72 Carl S. Hilleled REGISTER OF DEEDS, SARPY COUNTY, NEB. 12 25

Rec # 00906

51-72B

LEGAL DESCRIPTION
STORM SEWER EASEMENT

JOB NO. 327A-02

JANUARY 12, 1978

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

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

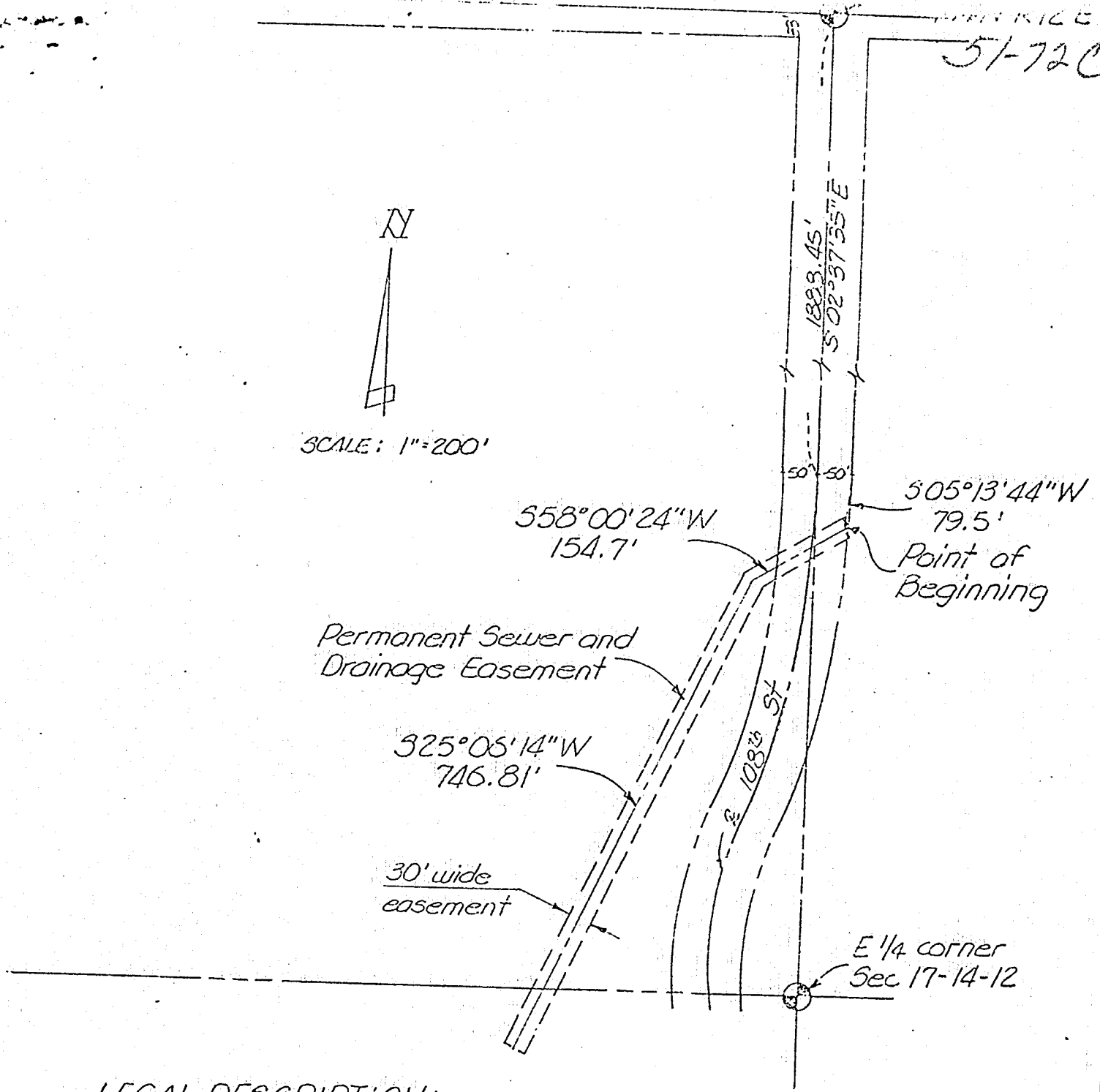
GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS-ENGINEERS-PLANNERS
12100 WEST CENTER ROAD, SUITE 520
OMAHA, NEBRASKA 68144

EXHIBIT "A"

51-72C



SCALE: 1"=200'



LEGAL DESCRIPTION:
See attached sheet

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

DESIGNED _____ DRAWN Spencer CHECKED _____ DATE 1-16-78 SHEET NO. 327A-02

EXHIBIT "B"