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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/14/2014 14:17:02.86



2014089092

4:11-CV-3211

**EASEMENT DEED BY COURT ORDER IN SETTLEMENT  
OF LANDOWNER ACTION**

**Grantee's Name:** Qwest as defined in the "Settlement Agreement" referenced in this easement. The Settlement Agreement defines "Qwest" to include (1) Qwest Communications International, Inc., (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC, and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

**Address for Grantee:** Qwest Communications Company, LLC  
700 West Mineral Avenue  
Littleton, CO 80120  
Attn: Jack Shives, ROW Manager

**Tax Address for Grantee:** Same as above.

**Grantor Information:** See Exhibit 1 attached.

**Return to:**

Katak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102-2186

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

JOHN RAMSEY, et al.,

Plaintiffs,

vs.

SPRINT COMMUNICATIONS  
COMPANY, L.P., et al.,

Defendants.

4:11-CV-3211

EASEMENT DEED BY COURT  
ORDER IN SETTLEMENT OF  
LANDOWNER ACTION

The Court has, on this date, entered a Memorandum and Order approving the parties' class action settlement agreement and ordering that this action may be settled as a class action on behalf of a settlement class defined in the settlement agreement as

comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Filing 20-1 at 8. The settlement agreement provides for the entry of an easement deed by court order in settlement of landowner action by which the settling defendants acquire, to the extent that the class members have the right to transfer it, a permanent telecommunications easement in the right of way adjacent to the property of each class member.<sup>1</sup>

IT IS ORDERED:

1. To the extent that each class member owns rights in the easement premises (as hereafter defined), the class member

<sup>1</sup> Terms that are expressly defined in the settlement agreement are, unless otherwise defined, intended to have the same meaning as in the settlement agreement. *By this to be a true copy of the original record in my custody.*

IMPRINTED SEAL

OFFICE OF THE CLERK

By Beth Evans  
Deputy Clerk

Imprinted Seal

(the "grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, and Level 3 Communications, LLC, has designated for inclusion under a settlement agreement the right of way which adjoins, underlies, or includes covered property owned by the class member, together with its successors, assigns, and licensees (the "grantee"), a permanent telecommunications easement in the easement premises. For each county in which this easement deed by court order in settlement of landowner action is being recorded, a list of affected class members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe class members' affected parcels with the following information, to the extent that it is in the database of identification information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe class members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "telecommunications cable system"), in, on, over, under, through and/or across the easement premises. The easement premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1

(the "grantor's property") (for purposes of this telecommunications cable system easement deed, a parcel of property shall be deemed to have a common boundary with the easement premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("railroad right of way") and (ii) is on a side of the centerline of the railroad right of way that is next to the grantor's property (the "grantor side"), and (iii) extends no more than ten (10) feet on each side of the grantee's telecommunications cable system (a) as it existed on March 15, 2012 (b) where the actively used components of the grantee's telecommunications cable system are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the easement premises, and the width of the moved component's easement premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single grantor side of the railroad right of way, and (c) where new components are installed to connect the existing telecommunications cable system to the edge of the right of way. The easement shall be construed to grant grantee all rights necessary to abandon in place unused components of grantee's telecommunications cable system.

The easement shall not include the right to construct on the easement premises regenerator huts and similar structures ("buildings") in addition to those existing on March 15, 2012. The easement shall include the rights to repair, replace, and expand existing buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the buildings occupy, or the height of any building, by more than twenty-five percent. The easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide telecommunications cable system.

The easement includes the right to temporarily use the entire grantor side of the railroad right of way for construction or maintenance, so long as grantee uses its

best efforts not to interfere with any real property which, although within the boundaries of the easement premises, is actually being used by grantor; provided, however, that in no event shall grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if grantee's telecommunications cable system is currently located within such area. The easement shall include the right of reasonable ingress and egress to and from the easement premises over that portion of the grantor's real property that underlies the railroad right of way and, for repair and maintenance, over any existing private roads of grantor, where access from public or railroad roads is not reasonably practical, provided grantee has made commercially reasonable efforts to give prior notice to grantor of grantee's use of grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the easement premises necessary or appropriate for the enjoyment of the easement. Nothing contained herein shall constitute a waiver of any right that grantor may have for any damages to grantor's property outside of the easement premises caused by grantee's action. If grantee's action causes damage to any of grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the easement premises, grantee shall pay reasonable compensation to the grantor for such damage to the extent provided by law.

From and after December 3, 2012, subject to all the restrictions and limitations stated herein, the easement includes the right to construct and install additional components of a telecommunications cable system within the easement premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of railroad right of way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a telecommunications cable system in the area of the easement premises that is outside a parallel fence constructed by the railroad or other owner of railroad right of way or is actually being used by the grantor or its successor, provided, however, that the foregoing shall not be binding upon grantee if grantee's telecommunications

cable system is currently located within such area. If grantee's action causes damage to any of grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the easement premises, grantee shall pay reasonable compensation to the grantor for such damage to the extent provided by law.

The easement includes all rights necessary to the lawful occupation of the easement premises by an existing telecommunications cable system, and by any additional telecommunications cable system that is constructed and installed by or on behalf of grantee in the easement premises and that is owned or operated by either (a) grantee or (b) any person or entity to which grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such telecommunications cable system.

The easement, however, does not apply to any telecommunications cable system that existed on March 15, 2012, but that was acquired by grantee after that date (unless such telecommunications cable system or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that grantor shall not use a method of extraction that interferes with or impairs in any way the easement, the telecommunications cable system, or the exercise of grantee's rights herein.

Grantor shall not, nor shall grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the easement

premises without the prior written consent of grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its railroad right of way, as provided in any agreement between the railroad and the grantee, by applicable law, or otherwise.

It is understood and agreed that the easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the easement premises, whether such uses are by grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the easement premises, provided, however, and notwithstanding the foregoing, that grantor shall not use or authorize others to use the easement premises in a manner that interferes with or impairs in any way grantee's telecommunications cable system or the exercise by grantee of the rights granted herein.

Subject to the terms hereof, grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the telecommunications cable system.

Grantor conveys the easement without warranty of title to any property interest in the easement premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between grantor and any railroad or between grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This easement is not intended to impact or diminish any railroad's existing rights or property interests in the right of way. This easement shall not be construed to permit grantee to interfere with railroad operations. This easement also shall not permit any component of a telecommunications cable

system to remain in a railroad right of way except (a) under existing or future agreements with the railroad or (b) in any railroad right of way in which no railroad operates and no railroad retains any right, title, or interest. This easement also shall not permit any new components to be installed to connect the existing telecommunications cable system to the edge of the right of way in any railroad right of way as to which the interstate commerce commission or the surface transportation board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This telecommunications cable system easement deed is executed and delivered on behalf of grantor for the purpose of granting the easement to grantee in, on, over, under, through and/or across the easement premises to the full extent of grantor's right, title or interest, if any, in or to the easement premises, and the easement granted hereby shall affect the easement premises only to the extent of grantor's right, title, and interest therein. Grantor and grantee agree that this telecommunications cable system easement deed shall not grant any rights to the easement premises, or any portion thereof, in which grantor holds no right, title or interest.

No rights reserved to grantor herein shall be deemed to expand rights reserved to grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of grantee shall be deemed to limit rights heretofore granted by grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the settling defendants, the grantor, their successors, assigns, personal representatives, and heirs.



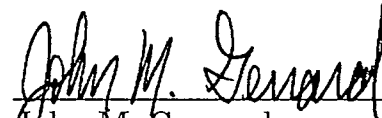
This instrument fully sets forth the terms and conditions of the easement. There are no oral or other written agreements between grantor and grantee that modify, alter, or amend this instrument.

To have and to hold the easement, rights and privileges unto grantee, its successors and assigns in perpetuity or until such time as grantee shall cause the easement to be released of record.

3. Settling defendants may record this easement under the terms and conditions set forth in the settlement agreements.

Dated this 3rd day of December, 2012.

BY THE COURT:

  
\_\_\_\_\_  
John M. Gerrard  
United States District Judge

**Grantee's Name:** Qwest, as defined in the "Settlement Agreement" referenced in this easement. That Settlement Agreement defines "Qwest" to include (1) Qwest Communications International Inc., (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC, and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

**Address for Grantee:** Qwest Communications Company, LLC, 700 West Mineral Avenue, Littleton, CO 80120, Attn: Jack Shives, ROW Manager

**Tax Address for Grantee:** Same as above.

EXHIBIT 1

THE REAL PROPERTIES WHICH ARE SUBJECT TO THE FOREGOING EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION AND THE OWNERS THEREOF INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING NAMED PARTIES AND PARCELS, WHICH ARE IDENTIFIED BY REFERENCE TO THE PARCEL IDENTIFICATION NUMBERS ESTABLISHED BY THE DOUGLAS COUNTY, NEBRASKA TAX ASSESSOR'S OFFICE

\*Owners/Grantors Mailing Address Information  
(not necessarily the address of the subject parcels)

	Assessor Parcel	T-R-S	Owner/Grantor	*Mailing Address of Owner/Grantor			Legal Description		
				Street Address	City/ Town/ Village	ST			ZIP
1	0126000014	14N-12E-10	Beverly Kleager	8606 Madison Plaza	Omaha	NE	68127	LANDS SEC-TWN-RGE 10-14-12-EXCEPT PART FOR RALSTON INDUSTRIAL PARK & STREET RIGHT OF WAYS & IRREGULAR EASTERLY 554.25 NORTH 179.53 FEET TRACT- IRREGULAR TRT ALL BEING SOUTH OF CB&Q RAILROAD RIGHT OF WAY & EAST OF 90 STREET & WEST OF 86 CIRCLE IN NORTH 1/2 SE 1/4 24.73 AC	NE/SE NW 01-60000 10-14-12
2	0126080010	14N-12E-11	Platinum Real Estate Group	5900 S St	Ralston	NE	68127	LANDS SEC-TWN-RGE 11-14-12 IRREGULAR EAST 1026.37 FEET LYING WEST 77 STREET TAX LOT 5 SW 1/4 NE 1/4 & SE 1/4 NW 1/4	11-14-12 SWNE SENE
3	0126210003	14N-12E-11	Maurice F Cullen	6100 S 72nd St	Ralston	NE	68127	LANDS SEC-TWN-RGE 11-14-12 -EXCEPT IRREGULAR EAST 17 FEET- NORTH 7.72 ACRES TAX LOT 10 EAST OF LOT 4 BLOCK 2 1ST ADDITION TO RALSTON & SOUTH OF CB&Q RAILROAD SE 1/4 NE 1/4 7.59ACRES -EXCESS REDEVELOPMENT PROJECT VALUE-	SENE
4	0126340000	14N-12E-12	Hansen Property Development	5702 S 60th St	Omaha	NE	68117	LANDS SEC-TWN-RGE 12-14-12 EAST 1.10 ACRES LOT 1 1.10 AC	-SENE
5	0126350000	14N-12E-12	Papio Valley Auto Parts	6010 S 60 St	Omaha	NE	68117	LANDS SEC-TWN-RGE 12-14-12 WEST 2 1/4 ACRES LOT 1 2.25 AC	SENE
6	0126410000	14N-12E-12	Papio Valley Auto Parts	6010 S 60 St	Omaha	NE	68117	LANDS SEC-TWN-RGE 12-14-12 LOT 4 5.40 ACRES	SWNE
7	0126610002	14N-12E-12	Papio Natural Resources Dist	8901 S 154 St	Omaha	NE	68138	LANDS SEC-TWN-RGE 12-14-12 IRREGULAR PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED 1985/540 FOR DRAINAGE DITCH WIDENING LOCATED IN NW 1/4 SE 1/4 & SE 1/4 NW 1/4 NE 1/4 SW 1/4 AS DESCRIBED IN WARRANTY DEED RECORDED 1985/540 2.42 ACRES	SE NW SE SW NE SE
8	0126610008	14N-12E-12	Papio Valley Auto Parts	6010 S 60 St	Omaha	NE	68117	LANDS SEC-TWN-RGE 12-14-12 IRREGULAR EAST 121.09 SOUTH 207 FEET SE 1/4 NW 1/4 & -EXCEPT PART DESCRIBED IN WARRANTY DEED RECORDED 1985/540- .8 ACRES EAST OF DRAINAGE DITCH NE 1/4 SW 1/4 & -EXCEPT PART DESCRIBED IN WARRANTY DEED RECORDED 1985/540 & SOUTH 6.06 ACRES- NORTH 1/2 NW 1/4 SE 1/4	SE NW SE SW NE SE
9	0145030001	14N-13E-4	Omaha Livestock Mkt Inc	4901 S 28 St	Omaha	NE	68107	LANDS SEC-TWN-RGE 04-14-13 EAST 33 FEET VACATED RAILROAD AVENUE WEST OF 26 STREET & IN NORTH 230 FEET OF NE 1/4 NE 1/4 SECTION 9-14-13 & EAST 33 FEET VACATED RAILROAD AVENUE NORTH OF SECTION LINE & ADJACENT ON WEST OF BLOCK 5 & ON WEST OF VACATED P STREET & EAST 16.5 FEET VACATED RAILROAD AVENUE ADJACENT ON WEST OF BLOCK 4 SOUTH OMAHA 1ST ADDITION & LOCATED IN SE 1/4 SE 1/4 .690 ACRES	SE SE NE NE
	0146290000	14N-13E-7	RIP Inc	1542 S 1st St	Lincoln	NE	68502	LANDS SEC-TWN-RGE 07-14-13 WEST 33 FEET TAX LOT 4 0.35 ACRES	SWNW
	0146400010	14N-13E-7	Stepanek Farms LP	15601 Platteview Rd	Springfield	NE	68059	LANDS SEC-TWN-RGE 07-14-13 IRREGULAR TRACT SOUTH OF RAILROAD & NORTH OF SOUTH MANOR ESTATES NORTH OF SOUTH MANOR HEIGHTS NORTH OF TAX LOT 16 SW 1/4 SE 1/4 & 25 FEET STRIP TAX LOT 15 EAST CENTER LINE 56 STREET EXTEND NE 1/4 SW 1/4 & -EXCEPT WEST 49.67 NORTH 790 FEET & SOUTH MANOR ESTATES & SOUTH MEADOWS & NORTH 17 SOUTH 50 WEST 212.15 FEET & EXCEPT IRREGULAR 20 FEET ADDITION RIGHT OF WAY- TRACT SW OF RAILROAD SW 1/4 99.15 ACRES	NW SW NE SW SW SW SE SW SW SE
	0147330000	14N-13E-8	Olon T Whitlow	2727 Spencer St	Durham	NC	27705	LANDS SEC-TWN-RGE 08-14-13 -EXCEPT IRREGULAR SOUTHERLY 495 FEET- IRREGULAR 100 FEET STRIP ABANDONED OL&B RAILROAD RIGHT OF WAY IN NW 1/4 SW 1/4 SEC 08-14-13 2.30 ACRES	NW SW



Douglas County

Assessor Parcel	T-R-S	Owner/Grantor	*Mailing Address of Owner/Grantor				Legal Description
			Street Address	City/ Town/ Village	ST	ZIP	
0408860001	14N-13E-4	Charles B Cooper et al	650 N 57 Ave	Omaha	NE	68132	SOUTH OMAHA CITY LOTS LOT 2 BLOCK 67 PART VACATED I STREET & RAILROAD AVENUE ADJACENT & VACATED J STREET & LOTS 1 THROUGH 7 BLOCK 57 & NORTHWESTERLY 47.2 FEET LOT 1 & TRIANGULAR NORTHWESTERLY PART LOT 2
0408890000	14N-13E-4	Larson Cement Stone Co	4508 S 28 St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 4 BLOCK 67 VACATED RAILROAD AVENUE ADJACENT ON WEST & TRIANGULAR SOUTHEAST 57 FEET LOT 1 & EXCEPT TRIANGULAR NORTHWESTERLY PART LOT 2 & ALL LOTS 3 & 4
0408900000	14N-13E-4	Larson Cement Stone Co	4508 S 28 St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 5 BLOCK 67 TAX LOT 16 SW1/4 NE 1/4 SECTION 4-14-13 & VACATED K STREET BETWEEN 28TH STREET & UP RAILROAD & 40 FEET VACATED RAILROAD AVENUE NORTHWEST 28TH STREET TO NORTH LINE LOT 5 BLOCK 67 EXTENDING WEST & 20X11.89 FEET VACATED RAILROAD AVENUE ADJACENT TO LOT 4 BLOCK 67 ON WEST & ALL LOT 5
0408980000	14N-13E-4	APR Investors	4623 S 28 St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 11 BLOCK 68 -EXCEPT SOUTH 20 FEET - LOT 7 & ALL LOTS 8, 9, & 10 & IRREGULAR WEST 69.76 EAST 78.86 SOUTH .69 FEET LOT 11
0409960000	14N-13E-4	Darling International Inc	251 OConnor Ridge Blvd	Irving	TX	75038	SOUTH OMAHA CITY LOTS LOT 6 BLOCK 75 SOUTH 40 FEET LOT 3 & ALL LOT 4
410020000	14N-13E-4	Kawa Co	4702 S 27 St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 7 BLOCK 75 LOTS 7 & 8 -EXCEPT TRIANGULAR NORTHEAST CORNER LOT 9, -EXCEPT IRREGULAR EAST 75 FEET - LOT 10 BLOCK 74 & 1/2 VACATED 27 STREET ADJACENT & LOTS 1 & 2 & NORTH 20 FEET LOT 3 & 13,600 SQUARE FEET LOT 7
0422090004	15N-13E-33	ECO -Storage Investments Inc	7701 Pacific St	Omaha	NE	68114	SOUTH OMAHA CITY LOTS LOT 9 BLOCK 221 PART VACATED A 30 & 31 STREETS ADJACENT & PART VACATED ALLEYS & SOUTHEASTERLY PART LOTS 4 & 5 BLOCK 201 & PART LOT 3 & 4 & ALL LOT 5 & PART LOT 6 & ALL LOTS 7 & 8 & PART LOTS 9 & 10 BLOCK 218 & PART LOTS 1 THROUGH 4 BLOCK 219 & PART LOT 1 BLOCK 220 & PART LOTS 1 & 2 & ALL LOTS 3 THROUGH 7 & PART LOTS 8 & 9
0422890002	15N-13E-33	Juan A Valdez et al	3202 D St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 7 BLOCK 231 ALL LOTS 5 THROUGH 7 BLOCK 231 SOUTH OMAHA CITY LOTS
0425350000	15N-13E-33	Virgil J Paltan	3305 E St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 2 BLOCK 255 -EXCEPT WEST 40 FEET - LOTS 1 & 2
0427440000	14N-13E-4	James E Sudyka	3511 G St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 2 BLOCK 298 1/2 VACATED ALLEY
0427480002	14N-13E-4	Luis Lopez et al	4221 S 36 St	Omaha	NE	68107	SOUTH OMAHA CITY LOTS LOT 6 BLOCK 298 1/2 VACATED ALLEY & LOTS 4-5 & 6
0429230002	14N-13E-5	Michael J Minorick	PO Box 27082	Omaha	NE	68127	SOUTH OMAHA CITY LOTS LOT 2 BLOCK 330 1/2 VACATED ALLEY ADJACENT & LOT 1
0429230010	14N-13E-5	Ponfinlo General Inc	PO Box 6770	Omaha	NE	68106	SOUTH OMAHA CITY LOTS LOTS 2 THROUGH 7 BLOCK 312
0503990000	14N-13E-10	Omaha Pollution Corp	1650 Famam St	Omaha	NE	68102	ALBRIGHT ANNEX LOT 20 BLOCK 2 ALL VACATED ALLEYS & VACATED 2 STREET & 1/2 VACATED 23RD STREET & ARMOUR AVENUE ADJACENT & ALL LOTS 1 THROUGH 10 BK 1 & LOTS 1 THROUGH 20 BK 2
504290000	14N-13E-10	Charles T Marco	6205 Gilmore Ave	Omaha	NE	68107	ALBRIGHT ANNEX LOT 3 BLOCK 3 -EXCEPT COUNTY ROAD- LOT 1 - 2 & 9733 SQUARE FEET
0507470000	14N-13E-10	Tirado Ismael Zambrano	3202 Marcy St	Omaha	NE	68105	ALBRIGHT CHOICE LOT -EXCEPT IRREGULAR EASTERLY 7.4 FEET PART NORTH OF DREXEL STREET
0507480000	14N-13E-10	Donald J Ciurej	6702 Railroad Ave	Omaha	NE	68107	ALBRIGHT CHOICE LOT -EXCEPT EAST 7 FEET- IRREGULAR 9900 SQUARE FEET ADJACENT DREXEL STREET ON SOUTH BETWEEN U P RAILROAD & RAILROAD AVENUE
0507490000	14N-13E-10	Carpet Pro of Omaha Inc	13706 S 18 St	Omaha	NE	68123	ALBRIGHT CHOICE LOT -EXCEPT EASTERLY 7 FEET- NORTH 100 SOUTH 806 FEET BLOCK 15
0537810000	15N-13E-27	Shared Serv Systems Inc	1725 S 20 St	Omaha	NE	68108	BEAUVOIR PLACE LOT 29 BLOCK 0 VACATED 19 AVENUE ADJACENT & SOUTHEAST 11438 SQUARE FEET LOT 53 HARTMANS ADDITION & H J MEYERS RESERVE LOT ADJACENT ON SOUTH LOT 53 & SOUTHEAST 14739 SQUARE FEET LOT 1 & ALL LOTS 2 THROUGH 29
0732560003	14N-13E-5	Tasman Omaha LLC	930 Geiger St	Louisville	KY	40206	BURLINGTON SQUARE LOT 9 BLOCK 9 -EXCEPT IRREGULAR SOUTHWESTERLY TRIANGULAR FOR ROAD RIGHT OF WAY- 1/2 VACATED ALLEY ADJACENT & ALL LOTS 3 THROUGH 6 & LOTS 8 & 9 BLOCK 9
0834260000	14N-13E-8	L & L Investments Inc	PO Box 6619	Omaha	NE	68106	CORRIGAN PLACE 2ND ADDITION LOT ALL VACATED ALLEY & 1/2 VACATED R STREET & ALL VACATED 43 STREET ADJACENT & WEST OF RAILROAD RIGHT OF WAY LOTS 3 THROUGH 9 BLOCK 1 & 1/2 VACATED ALLEY & 1/2 VACATED R STREET ADJACENT & - EXCEPT TRIANGULAR NORTH 40 FEET- EAST 239 FEET NORTH 1/2 & ALL SOUTH 1/2 BLOCK 2
0834580002	14N-13E-8	CMT Enterprises Inc	PO Box 27375	Omaha	NE	68107	CORRIGAN PLACE 2ND ADDITION LOT 1/2 VACATED ALLEY & 1/2 VACATED R STREET & SOUTH STREET & 43RD STREET ADJACENT & ALL BLOCK 9 & PART WEST OF RAILROAD RIGHT OF WAY BLOCK 10
0834880002	14N-13E-8	John Roth & Son Inc	5425 S 43 St	Omaha	NE	68107	CORRIGAN PLACE 2ND ADDITION LOT 1/2 VACATED SOUTH STREET & ALL VACATED T STREET & VACATED ALLEYS ADJACENT & RAILROAD RIGHT OF WAY BLOCKS 12 & 21
0900850000	15N-13E-26	Riverview Prop LLC	300 Pierce St	Omaha	NE	68108	CREDIT FONCIER LOT 4 BLOCK 2 -EXCEPT TRIANGULAR NORTHEAST CORNER- LOT 4 8512 SQUARE FEET
0900870004	15N-13E-26	Edward A Rebarich et al	1321 S 4 St	Omaha	NE	68108	CREDIT FONCIER LOT 6 BLOCK 2 25 FEET VACATED STREET ADJACENT ON WEST & 15 FEET VACATED STREET ADJACENT ON SOUTH & IRREGULAR SOUTH 59 FEET WEST RIGHT OF WAY LOT 5 & PART SOUTH & WEST OF RAILROAD
0900880000	15N-13E-26	Edward A Rebarich Jr Tr et al	1321 S 4 St	Omaha	NE	68108	CREDIT FONCIER LOT 5 BLOCK 2 VACATED 25 FEET ADJACENT ON WEST & SOUTH 66 NORTH 74 FEET

04-81000  
 04-81000  
 4-14-13  
 S W NE  
 04-81000  
 04-81000  
 38-00320  
 24-02140  
 35-05240  
 46-07540  
 25-08180

Douglas County

Assessor Parcel	T-R-S	Owner/Grantor	*Mailing Address of Owner/Grantor				Legal Description
			Street Address	City/ Town/ Village	ST	ZIP	
0900960000	15N-13E-26	Robert Iwersen	10353 Field Crest Ct	Omaha	NE	68114	CREDIT FONCIER LOT 2 BLOCK 3 -EXCEPT STREET- SOUTH 47.1 FEET LOT 1 & SOUTH 40 FEET EAST 1/2
0900970000	15N-13E-26	Robert W Iwersen	10353 Field Crest Ct	Omaha	NE	68114	RALSTON IND PARK LOT 13 BLOCK 0 IRREGULAR WEST 147.1 EAST 379.54 SOUTH 71.64 NORTH 168.47 FEET TRACT NE 1/4 SE 1/4 SECTION 10-14-12 & 107.89 X 554.2 FEET STRIP ABANDONED RIGHT OF WAY ADJACENT & ALL LOT 13 RALSTON INDUSTRIAL PARK ADDITION
0901720002	15N-13E-26	Martha C Lopez et al	311 William St	Omaha	NE	68108	CREDIT FONCIER LOT 2 BLOCK 17 VACATED 15 FEET ADJACENT & SOUTHWEST PART
0901890000	15N-13E-26	Richard D Collins	1415 Castelar St	Omaha	NE	68108	CREDIT FONCIER LOT 8 BLOCK 17 15 FEET VACATED STREET ON SOUTH & EAST-EXCEPT RAILROAD RIGHT OF WAY- EAST 22.5 FEET
0902150000	15N-13E-26	Paul Lucht & Sons Inc	1519 S 3rd St	Omaha	NE	68108	CREDIT FONCIER LOT SOUTHWEST PART & VACATED 15 FEET ADJACENT ON WEST & LOT 4 BLOCK 19 & VACATED 15 FEET ADJACENT ON WEST LOT 5 & SOUTHWEST PART LOTS 5 & 6 & PINE STREET WEST OF RIGHT OF WAY- BETWEEN BLOCKS 41 & VACATED ALLEY ADJACENT ON SOUTH & WEST PART LOT 3 & 15 FOOT STRIP ON WEST & EAST 40 FEET VACATED ALLEY ON SOUTH & ALL LOT 4 BLOCK 41
1207870002	15N-13E-26	Paul A Lucht Inc	1519 S 3 St	Omaha	NE	68108	GRANDVIEW ADDITION LOT 19 BLOCK 444 LOTS 16 & 17 -EXCEPT RAILROAD RIGHT OF WAY- LOT 18
1208260000	15N-13E-26	Paul Lucht & Sons Inc	1519 S 3 St	Omaha	NE	68108	GRANDVIEW ADDITION LOT 20 BLOCK 447 -EXCEPT RAILROAD RIGHT OF WAY- NORTH 40 FEET VACATED WALNUT STREET ADJACENT
1208260001	15N-13E-26	Paul Lucht & Sons Inc	1519 S 3 St	Omaha	NE	68108	GRANDVIEW ADDITION LOT 4 BLOCK 447 -EXCEPT RAILROAD RIGHT OF WAY - VACATED HICKORY STREET ADJACENT
1209180000	15N-13E-26	Paul Lucht & Sons Inc	1519 S 3 St	Omaha	NE	68108	GRANDVIEW ADDITION LOT 12 BLOCK 455 -EXCEPT RIGHT OF WAY- LOT 10 & LOT 11 -EXCEPT RIGHT OF WAY- 1415 SQUARE FEET-50 X 100 2500 SQUARE FEET
1209310002	15N-13E-26	Paul Lucht & Sons Inc	1519 S 3 St	Omaha	NE	68108	GRANDVIEW ADDITION LOT 6 BLOCK 456 1/2 VACATED WALNUT STREET ADJACENT & NORTH 1/2 LOTS 1 & 2
1210200000	15N-13E-26	Paul Lucht & Sons	1519 S 3 St	Omaha	NE	68108	GRANDVIEW ADDITION LOT 16 BLOCK 460 1/2 VACATED ALLEY & 4166 SQUARE FEET LOT 15 600 SQUARE FEET
1262260000	15N-13E-27	Guy Emerson	11 Rumery Rd	Dayton	ME	04005	HARTMANS ADDITION LOT 7 BLOCK 0 WEST 1/2 SOUTH 1/2 31.5 X 65
1262390002	15N-13E-27	John S Skradski	13303 Cuming St	Omaha	NE	68154	HARTMANS ADDITION LOT 17 BLOCK 0 14 FOOT STRIP 18 STREET ADJACENT SOUTHEAST PART LOT 16 & WEST 37.5 NORTH 84 FEET
1262590000	15N-13E-27	Bradley C Meck	5421 S 60th St	Omaha	NE	68117	HARTMANS ADDITION LOT 28 BLOCK 0 14 FEET VACATED STREET & EAST 1/2
1262800000	15N-13E-27	Charley B Kidder et al	1432 S 18 St	Omaha	NE	68108	HARTMANS ADDITION LOT 37 BLOCK 0 14 FOOT STREET ADJACENT & SOUTH 30 FEET EAST 1/2 LOT 33 & 14 FEET & 40 FOOT VACATED STREET ADJACENT & NORTH 50 FEET LOT 42 & ALL (30 X 125 & 125 X 304)
1262960000	15N-13E-27	Charles Transportation LLC	1721 Ave P	Council Bluffs	IA	51501	HARTMANS ADDITION LOT 42 BLOCK 0 40 FEET & 14 FEET VACATED STREET ADJACENT & SOUTH 25 FEET 25 X 304
1531060000	15N-13E-27	McGee Enterprises LLC	1228 S 16 St	Omaha	NE	68102	KOUNTZE SOUTH 16TH STREET ADDITION LOT 13 BLOCK 2 ALL LOTS 4 THROUGH 8 & LOTS 9 THROUGH 13
1616020000	14N-13E-8	Virgil D Anderson	1920 Dorcas St	Omaha	NE	68108	LAYTONS LOT 1 BLOCK 0 -EXCEPT NORTH 20 WEST 200 & WEST 25 SOUTH 59.16 FEET - 0.897 ACRES
1616370002	14N-13E-8	Ronald C Hendryx Tr et al	5813 S 46 St	Omaha	NE	68117	LAYTONS LOT 28 BLOCK 0 LOTS 27 & 28 2.46 ACRES
1718630000	14N-13E-3	Stuart A McDermott	1113 J St	Omaha	NE	68107	MAXWELLS 2ND ADDITION LOT 1 BLOCK 7 VACATED SOUTH 10 FEET J STREET ADJACENT & LOT 1
1718650002	14N-13E-3	Michael J Gibbons	PO Box 541026	Omaha	NE	68154	MAXWELLS 2ND ADDITION LOT 3 BLOCK 7 LOTS 2 & 3 80 X 110
1718680002	14N-13E-3	Eileen Heimann et al	4521 S 12th St	Omaha	NE	68107	MAXWELLS 2ND ADDITION LOT 7 BLOCK 7 ALL LOTS 6 & 7 -EXCEPT IRREGULAR SOUTH 50 FEET -BLOCK 7
1821390000	14N-13E-5	Tasman Omaha LLC	930 Geiger St	Louisville	KY	40206	MOUNT DOUGLAS 2ND ADDITION LOT 11 BLOCK 10 1/2 VACATED STREETS & ALLEYS ADJACENT ALL PROPERTY DESCRIBED - EXCEPT RAILROAD RIGHT OF WAY- BLOCK 3 & LOT 7 BLOCK 9 BURLINGTON SQUARE -EXCEPT RAILROAD RIGHT OF WAY- BLOCK 3 -EXCEPT RAILROAD RIGHT OF WAY NORTHWEST PART LOT 1 & 2 BLOCK 6 -EXCEPT ROAD & RAILROAD RIGHT OF WAY- LOTS 2-3-4-9-10-11
1926740000	14N-13E-5	David L Sczepaniak	4902 Red Rock Ave	Bellevue	NE	68157	ORCHARD PLACE 1ST ADDITION LOT 8 BLOCK 2 -EXCEPT IRREGULAR SOUTHWEST CORNER 19 X 36 FEET FOR STREET
1927020006	14N-13E-5	Joseph R Villafuerte et al	4155 P St	Omaha	NE	68107	ORCHARD PLACE 1ST ADDITION LOT 3 BLOCK 4 -EXCEPT STREET- IRREGULAR LOTS 1 THROUGH 3 BLOCK 4 ORCHARD PLACE 1ST ADDITION
2048390581	14N-12E-10	Palms Prop LLC	5306 Clinton Dr	Houston	TX	77220	RALSTON IND PARK LOT 13 BLOCK 0 IRREGULAR WEST 147.1 EAST 379.54 SOUTH 71.64 NORTH 168.47 FEET TRACT NE 1/4 SE 1/4 SECTION 10-14-12 & 107.89 X 554.2 FEET STRIP ABANDONED RIGHT OF WAY ADJACENT & ALL LOT 13 RALSTON INDUSTRIAL PARK ADDITION
2235270000	14N-13E-4	Greater Omaha Packing Co	PO Box 7566	Omaha	NE	68107	SOUTH OMAHA 1ST ADDITION LOT 20 FEET VACATED O STREET & IRREGULAR PART VACATED 26 STREET & VACATED P STREET & IRREGULAR 33 FEET VACATED RAILROAD AVENUE ADJACENT & LOTS 1-2 BLOCK 82 SOUTH O CITY LOTS & ALL BLOCKS 4 & 5 SOUTH OMAHA 1ST ADDITION
2238385200	14N-13E-9	BT OH LLC	PO Box 28606	Atlanta	GA	30358	SOUTH OMAHA INDUSTRIAL PARK LOT 15 BLOCK 0 -EXCEPT IRREGULAR NORTH 425.86 FEET-LOT 15 9.62 ACRES
2238385201	14N-13E-9	Charles J Cerveny	20401 Pacific St	Elkhorn	NE	68022	SOUTH OMAHA INDUSTRIAL PARK LOT 15 BLOCK 0 IRREGULAR SOUTH 200.11 NORTH 425.86 FEET LOT 15
2238385204	14N-13E-9	Edward L Stanek Tr et al	18405 Pierce Circle	Omaha	NE	68130	SOUTH OMAHA INDUSTRIAL PARK LOT 15 BLOCK 0 IRREGULAR NORTH 330.20 FEET 1.985 ACRES

25-08180

62-32040

25-08180

25-14120

24-15660

24-21160

46-32060

33-24280

35-26720

35-05240

35-28960

10-14-12-NESE

62-32040

04-91000

37-36480

35-36510

Douglas County

Assessor Parcel	T-R-S	Owner/Grantor	*Mailing Address of Owner/Grantor				Legal Description
			Street Address	City/ Town/ Village	ST	ZIP	
2532530000	15N-13E-28	Brand Hydraulics Co	2332 S 25 St	Omaha	NE	68105	WILCOX ADDITION LOT 8 BLOCK 2 1/2 VACATED MARTHA STREET & CASTELAR STREETS ADJACENT & EAST PART LOTS 1 THROUGH 8 BLOCK 2
2532780002	15N-13E-28	Brand Fluid Power	2332 S 25 St	Omaha	NE	68105	WILCOX ADDITION LOT 16 BLOCK 3 1/2 VACATED ALLEY & 1/2 VACATED CASTELAR STREET ADJACENT & ALL LOTS 1-2-3 & - EXCEPT PART FOR RIGHT OF WAY- LOTS 9 THROUGH 16
2533470000	15N-13E-28	Joseph J Merten	2510 S 26 St	Omaha	NE	68105	WILCOX ADDITION LOT 2 BLOCK 7 -EXCEPT RIGHT OF WAY- 47.5 X 59
2533480000	15N-13E-28	Joseph J Merten	2510 S 26 St	Omaha	NE	68105	WILCOX ADDITION LOT 3 BLOCK 7 -EXCEPT RIGHT OF WAY- 47.5 X 75
2533490000	15N-13E-28	Shawna R Dieter	3304 Danielle St	Omaha	NE	68123	WILCOX ADDITION LOT 4 BLOCK 7 -EXCEPT RIGHT OF WAY- NORTH 1/2 23.75 X 94
2533500000	15N-13E-28	David D Dieter	2530 S 26 St	Omaha	NE	68105	WILCOX ADDITION LOT 4 BLOCK 7 -EXCEPT RIGHT OF WAY- SOUTH 1/2 23.75 X 100
2533520000	15N-13E-28	Joyce A Zukas	2520 S 26 St	Omaha	NE	68105	WILCOX ADDITION LOT 5 BLOCK 7 -EXCEPT RIGHT WAY- SOUTH 1/2 23.75 X 105
2533530000	15N-13E-28	David D Dieter	2530 S 26 St	Omaha	NE	68105	WILCOX ADDITION LOT 6 BLOCK 7 -EXCEPT RIGHT OF WAY- 47.5 X 117
2533540000	15N-13E-28	David D Dieter	2530 S 26 St	Omaha	NE	68105	WILCOX ADDITION LOT 7 BLOCK 7 -EXCEPT RIGHT OF WAY- 47.5 X 124
2533560000	15N-13E-28	David D Dieter	2530 S 26 St	Omaha	NE	68108	WILCOX ADDITION LOT 8 BLOCK 7 -EXCEPT RIGHT OF WAY- 47.5 X 132
2534600005	15N-13E-33	Hawkins Construction Co	2516 Deer Park Blvd	Omaha	NE	68105	WILCOX ADDITION LOT 14 BLOCK 13 -EXCEPT PART FOR RAILROAD RIGHT OF WAY- LOT 14 BLOCK 13 WILCOX ADDITION
2534600010	15N-13E-33	Hawkins Construction Co	2516 Deer Park Blvd	Omaha	NE	68105	WILCOX ADDITION LOT 16 BLOCK 13 -EXCEPT FOR RAILROAD RIGHT OF WAY- LOTS 11 12 13 & LOT 15 & 16 BLOCK 13

26-44000