




MISC 2007104136



SEP 11 2007 15:23 P 10

misc  
 FEE 51<sup>00</sup> FB See attached  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP BW  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

PREPARED BY AND UPON  
 RECORDING RETURN TO:  
 RICHARD J. ROSENBLATT, ESQ.  
 KUTAK ROCK LLP  
 1650 FARNAM STREET  
 OMAHA, NE 68102-2186

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/11/2007 15:23:53.35  
  
 2007104136

Omaha (Ranch Bowl), NE  
 Store No. 4358-00

**SANITARY SEWER EASEMENT**  
(and Termination of Prior Easement)

**THIS SANITARY SEWER EASEMENT** (and Termination of Prior Easement) (this "Easement") is made as of this 23<sup>rd</sup> day of August, 2007, by **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart") in favor of **WOOLWORTH ESTATES, LTD.**, a Nebraska limited partnership ("Grantee").

**PRELIMINARY STATEMENTS**

Wal-Mart is the fee simple owner of certain real property legally described in Schedule A attached hereto and incorporated herein (the "Wal-Mart Property"). Grantee is the fee simple owner of certain real property legally described in Schedule B attached hereto and incorporated herein (the "Grantee Property"). Wal-Mart desires to construct, and Wal-Mart desires to grant to Grantee and its successors and assigns, for the benefit of the Grantee Property, a non-exclusive, perpetual easement to enter onto, under and/or cross over that portion of the Wal-Mart Property described as the "Sanitary Sewer Easement" in Schedule C attached hereto and incorporated herein (the "Easement Area") to use and inspect, those certain sanitary sewer improvements more particularly described on Schedule D attached hereto and incorporated herein (the "Improvements") located upon the Easement Area, subject to the terms and conditions of this Easement.

**AGREEMENT**

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- Grant of Easement.** Wal-Mart hereby agrees to construct the Improvements. Subject to any restrictions, easements or other matters of record, Wal-Mart hereby grants to Grantee, its affiliates, heirs, successors, assigns, agents, licensees and invitees, for the benefit of the Grantee Property, a non-

*CRS 20846*

exclusive, perpetual easement to enter upon the Easement Area to use and inspect the Improvements, subject to the terms of this Easement. Wal-Mart shall, at its sole cost and expense, repair, replace and maintain the Improvements in good working order and condition. Wal-Mart shall not construct any buildings or other structures within the Easement Area. Wal-Mart shall have the right at its sole option and expense to relocate the Improvements and the Easement Area upon Wal-Mart's Property, provided Grantee's use of the Improvements and the Easement Area is not interrupted.

2. **Binding Upon Property.** The easements, rights and obligations created pursuant to this Easement shall be appurtenant to and run with and be binding upon the real properties herein identified, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

3. **Non-Merger.** The easements, rights and obligations established by this Easement shall not merge or terminate if all of the Wal-Mart Property and the Grantee Property become owned by the same entity, but shall continue until released and terminated by all parties benefited hereby.

4. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Wal-Mart Property to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.

5. **Title.** Wal-Mart confirms with Grantee and its assigns that Wal-Mart is seized in fee of the Easement Area.

6. **Termination of Prior Easement.** Wal-Mart and Grantee, as the owners and sole beneficiaries of all of the lands benefited and burdened by that certain Declaration of Easement (the "Prior Easement") dated April 8, 1993, filed for record in Book 1069, Page 455 on May 3, 1993 in the office of the Register of Deeds of Douglas County, Nebraska, for themselves and their successors and assigns, hereby terminate, quitclaim and release any and all rights, encumbrances and obligations created by, through or under the Prior Easement.

[Signature Page to Follow]

Omaha (Ranch Bowl), NE  
Store No. 4358-00

IN WITNESS WHEREOF, the parties have caused the authorized execution of this Easement, the day and year first above written.

WAL-MART:

WAL-MART REAL ESTATE BUSINESS  
TRUST, a Delaware statutory trust

Approved as to legal terms only  
By [Signature]  
WAL-MART LEGAL TEAM  
Date 8/20/07

By: [Signature]  
TM Shannon Letts  
Regional Vice President of Design  
and Real Estate

STATE OF ARKANSAS     )  
  ) ss.  
COUNTY OF BENTON     )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Aug., 2007 by Shannon Letts, Regional Vice President of Design and Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the statutory trust.

[Signature]  
Notary Public

My Commission Expires:  
7-16-2011

**Gina Norton**  
NOTARY PUBLIC-STATE OF ARKANSAS  
BENTON COUNTY  
My Commission Expires July 16, 2011

**GRANTEE:**

**WOOLWORTH ESTATES, LTD.**, a Nebraska limited partnership

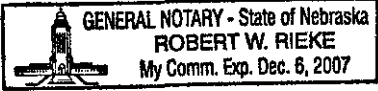
By *Howard M. Koopfer*  
Printed Name HOWARD M KOOPFER  
Its GEN PARTNER

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2007 by HOWARD M. KOOPFER, the General Partner of Woolworth Estates, Ltd., a Nebraska limited partnership, on behalf of the partnership.

*Robert W. Rieke*  
Notary Public

My Commission Expires:  
\_\_\_\_\_



SCHEDULE A

LEGAL DESCRIPTION OF WAL-MART PROPERTY

49-32030

RANCH BOWL REPLAT ONE, <sup>lot 1</sup> BEING A PLATTING OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 26; THENCE S00°05'40"W (ASSUMED BEARING) ALONG THE EAST LINE OF THE NE 1#4 OF SAID SECTION 26, 975.22 FEET; THENCE N89°54'20"W, 72.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 72ND STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°02'42"W ALONG THE WESTERLY RIGHT OF WAY LINE OF 72ND STREET, 21.96 FEET; THENCE S85°19'17"E ALONG SAID RIGHT OF WAY LINE, 4.86 FEET; THENCE S00°05'08"W ALONG SAID RIGHT OF WAY, 170.81 FEET; THENCE S37°53'11"W ALONG SAID RIGHT OF WAY LINE, 6.64 FEET; THENCE S00°05'59"W ALONG SAID RIGHT OF WAY LINE, 295.59 FEET; THENCE S89°49'04"W ALONG SAID RIGHT OF WAY LINE, 3.30 FEET; THENCE S00°02'59"W ALONG SAID RIGHT OF WAY LINE, 8.21 FEET; THENCE N89°49'04"E ALONG SAID RIGHT OF WAY LINE, 3.28 FEET; THENCE S00°03'12"W ALONG SAID RIGHT OF WAY LINE, 97.49 FEET; THENCE N89°20'00"W ALONG SAID RIGHT OF WAY LINE, 9.38 FEET; THENCE S00°15'56"W ALONG SAID RIGHT OF WAY LINE, 26.21 FEET; THENCE N89°19'36"E ALONG SAID RIGHT OF WAY LINE, 9.46 FEET; THENCE S00°02'45"W ALONG SAID RIGHT OF WAY LINE, 80.74 FEET; THENCE S34°58'04"E ALONG SAID RIGHT OF WAY LINE, 6.96 FEET; THENCE S00°07'17"W ALONG SAID RIGHT OF WAY LINE, 239.48 FEET; THENCE S52°13'21"W ALONG THE RIGHT OF WAY LINE OF 72ND STREET AND HICKORY STREET, 44.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HICKORY STREET; THENCE N89°43'11"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 450.14 FEET; THENCE N89°57'20"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 253.32 FEET; THENCE N11°53'58"W, 649.57 FEET; THENCE S89°56'42"E, 192.34 FEET TO THE EXTENDED EAST LINE OF LOT 1, WOOLWORTH ESTATES, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA; THENCE N00°02'24"W ALONG SAID EAST LINE, 331.91 FEET; THENCE S89°52'47"E, 95.17 FEET; THENCE S89°40'14"E, 349.78 FEET; THENCE N00°26'08"E, 11.96 FEET; THENCE S89°53'19"E, 232.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.95 ACRES, MORE OR LESS.

**SCHEDULE B**

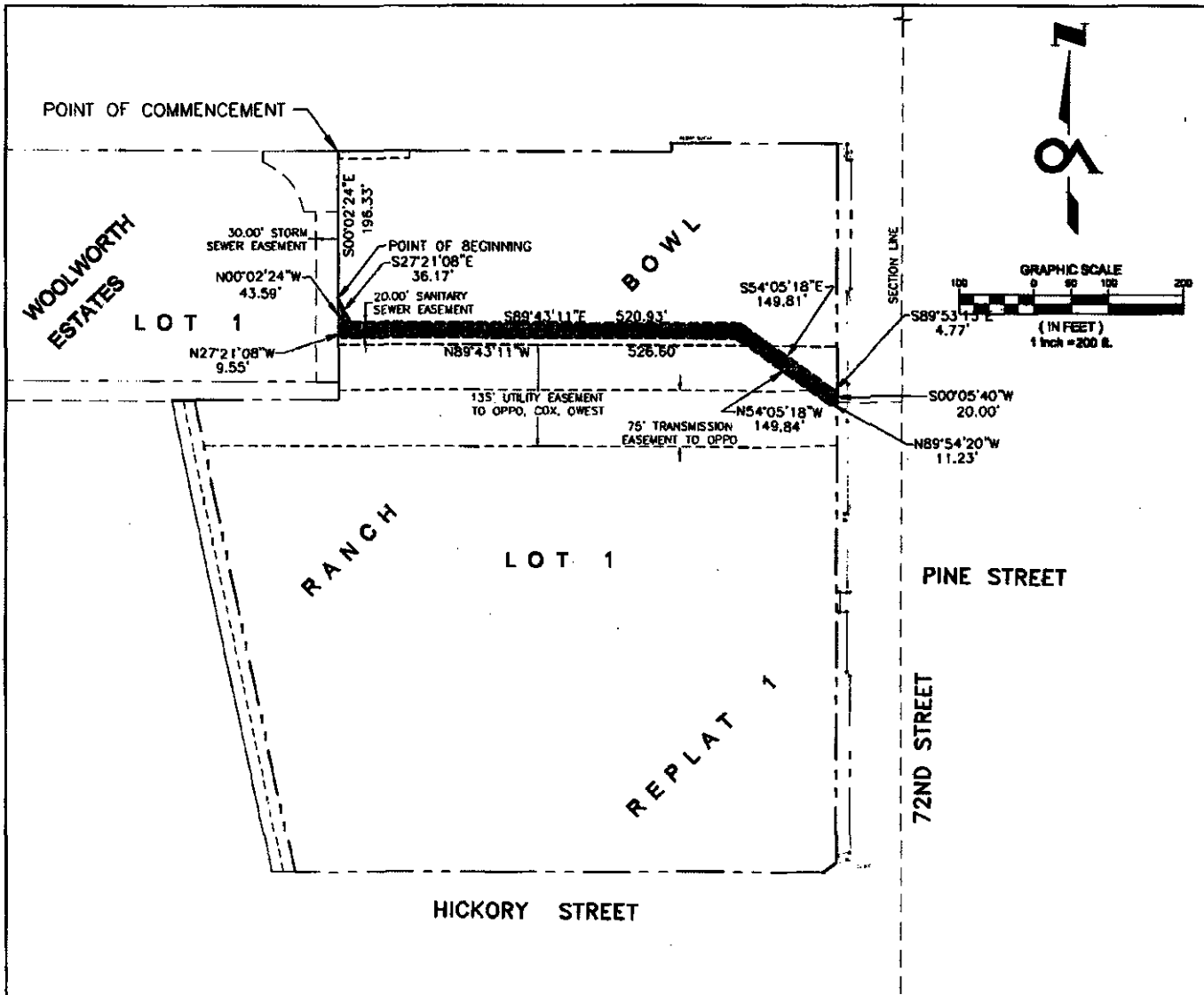
**LEGAL DESCRIPTION OF GRANTEE PROPERTY**

49-44821

LOT 1, WOOLWORTH ESTATES, A PLATTED AND RECORDED SUBDIVISION IN THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

**SCHEDULE C**  
**EASEMENT AREA PICTORIALY DEPICTED**

[See Attached]



**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN LOT 1, RANCH BOWL REPLAT 1, A PLATTED AND RECORDED SUBDIVISION IN THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST LINE OF SAID LOT 1, S00°02'24"E, 196.33 FEET TO THE POINT OF BEGINNING; THENCE S27°21'08"E, 36.17 FEET, THENCE S89°43'11"E, 520.93 FEET; THENCE S54°05'18"E, 149.81 FEET; THENCE S89°53'13"E, 4.77 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ON SAID EAST LINE, S00°05'40"W, 20.00 FEET; THENCE N89°54'20"W, 11.23 FEET; THENCE N54°05'18"W, 149.84 FEET; THENCE N89°43'11"W, 526.60 FEET; THENCE N27°21'08"W, 9.55 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ON SAID WEST LINE, N00°02'24"W, 43.59 FEET TO THE POINT OF BEGINNING, CONTAINING 14089.01 SQ. FT (0.32 ACRES) MORE OR LESS.

Date: 12/06/06  
 Drawn by: BRW  
 Project: 04-1018  
 File: F:\Projects\04-1018\Drawings\Sanitary Sewer Easement.dwg  
 User: brw  
 Plot Date: 12/06/06

PROJECT: 04-1018  
 DRAWN BY: BRW  
 DATE: 12/06/06

**SANITARY SEWER EASEMENT**

  
**MOLSSON**  
 ASSOCIATES  
Professional Surveyors and Engineers

EXHIBIT  
 C



**SCHEDULE D  
IMPROVEMENTS**

[See Attached]

# WAL-MART SUPERCENTER

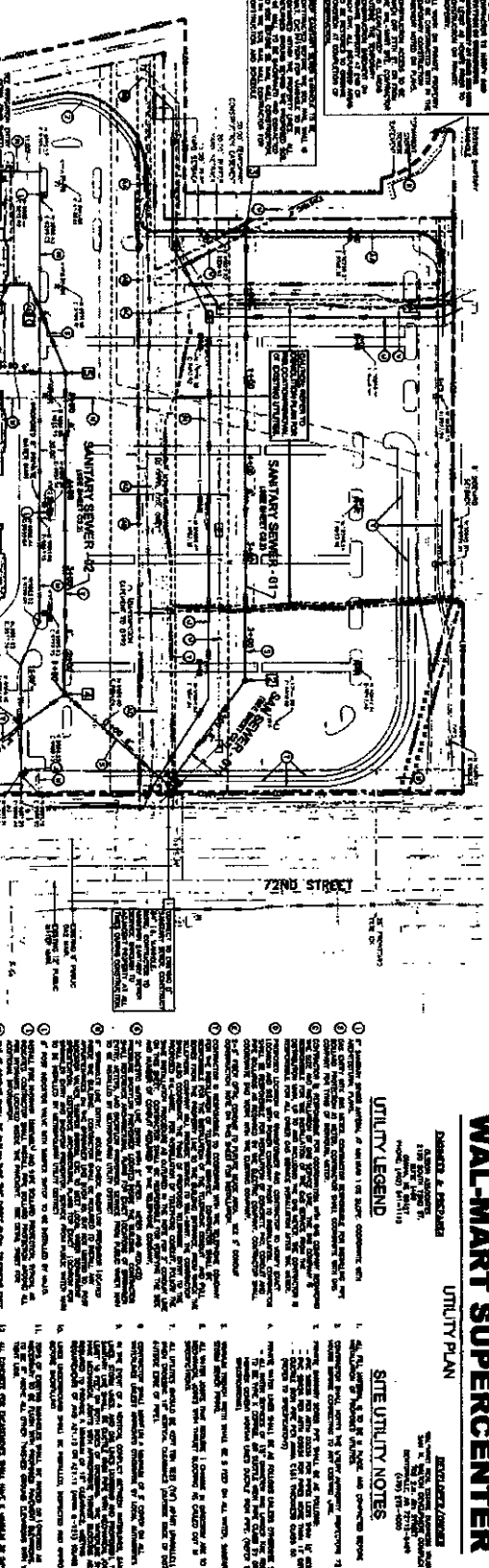
DESIGNED & PROVIDED BY

EXHIBIT D

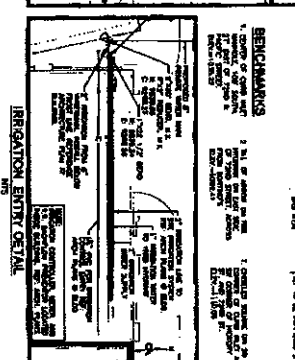
## UTILITY PLAN

UTILTY PLAN

### SITE UTILITY NOTES



- 1. Utility lines shown are for information only. The utility company should verify the location, depth, and size of all utility lines before construction.
- 2. Sanitary Sewer: 48" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 100.00' to 101.00'.
- 3. Storm Sewer: 36" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 102.00' to 103.00'.
- 4. Water: 12" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 104.00' to 105.00'.
- 5. Gas: 12" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 106.00' to 107.00'.
- 6. Fire: 8" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 108.00' to 109.00'.
- 7. Electrical: 4" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 110.00' to 111.00'.
- 8. Telephone: 4" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 112.00' to 113.00'.
- 9. Cable TV: 4" diameter, 24" deep. Slope: 1/8" per foot. Inverts: 114.00' to 115.00'.
- 10. All utility lines are to be installed in accordance with applicable codes and standards.
- 11. Utility lines are to be installed at least 10 feet from the building footprint.
- 12. Utility lines are to be installed at least 5 feet from the property line.
- 13. Utility lines are to be installed at least 2 feet from the curb.
- 14. Utility lines are to be installed at least 1 foot from the sidewalk.
- 15. Utility lines are to be installed at least 6 inches from the foundation.
- 16. Utility lines are to be installed at least 12 inches from the edge of the driveway.
- 17. Utility lines are to be installed at least 18 inches from the edge of the parking lot.
- 18. Utility lines are to be installed at least 24 inches from the edge of the sidewalk.
- 19. Utility lines are to be installed at least 30 inches from the edge of the curb.
- 20. Utility lines are to be installed at least 36 inches from the edge of the property line.
- 21. Utility lines are to be installed at least 42 inches from the edge of the street.
- 22. Utility lines are to be installed at least 48 inches from the edge of the sidewalk.
- 23. Utility lines are to be installed at least 54 inches from the edge of the curb.
- 24. Utility lines are to be installed at least 60 inches from the edge of the property line.
- 25. Utility lines are to be installed at least 66 inches from the edge of the street.
- 26. Utility lines are to be installed at least 72 inches from the edge of the sidewalk.
- 27. Utility lines are to be installed at least 78 inches from the edge of the curb.
- 28. Utility lines are to be installed at least 84 inches from the edge of the property line.
- 29. Utility lines are to be installed at least 90 inches from the edge of the street.
- 30. Utility lines are to be installed at least 96 inches from the edge of the sidewalk.
- 31. Utility lines are to be installed at least 102 inches from the edge of the curb.



**SANITARY SEWER AND STORM SEWER SCHEDULE**

TYPE	SIZE	DEPT.	SLOPE	INVERT	CONDUIT	MANHOLE	MARKING
SANITARY SEWER	18"	36"	1/8"	100.00'	2"	48"	SS
	24"	42"	1/8"	101.00'	2"	48"	SS
	36"	48"	1/8"	102.00'	2"	48"	SS
STORM SEWER	18"	36"	1/8"	103.00'	2"	48"	SS
	24"	42"	1/8"	104.00'	2"	48"	SS
	36"	48"	1/8"	105.00'	2"	48"	SS
	48"	60"	1/8"	106.00'	2"	48"	SS

**LEGEND**

- Sanitary Sewer
- Storm Sewer
- Water
- Gas
- Fire
- Electrical
- Telephone
- Cable TV


**NOTES:**  
1. All utility lines are to be installed in accordance with applicable codes and standards.  
2. Utility lines are to be installed at least 10 feet from the building footprint.  
3. Utility lines are to be installed at least 5 feet from the property line.  
4. Utility lines are to be installed at least 2 feet from the curb.  
5. Utility lines are to be installed at least 1 foot from the sidewalk.  
6. Utility lines are to be installed at least 6 inches from the foundation.  
7. Utility lines are to be installed at least 12 inches from the edge of the driveway.  
8. Utility lines are to be installed at least 18 inches from the edge of the parking lot.  
9. Utility lines are to be installed at least 24 inches from the edge of the sidewalk.  
10. Utility lines are to be installed at least 30 inches from the edge of the curb.  
11. Utility lines are to be installed at least 36 inches from the edge of the property line.  
12. Utility lines are to be installed at least 42 inches from the edge of the street.  
13. Utility lines are to be installed at least 48 inches from the edge of the sidewalk.  
14. Utility lines are to be installed at least 54 inches from the edge of the curb.  
15. Utility lines are to be installed at least 60 inches from the edge of the property line.  
16. Utility lines are to be installed at least 66 inches from the edge of the street.  
17. Utility lines are to be installed at least 72 inches from the edge of the sidewalk.  
18. Utility lines are to be installed at least 78 inches from the edge of the curb.  
19. Utility lines are to be installed at least 84 inches from the edge of the property line.  
20. Utility lines are to be installed at least 90 inches from the edge of the street.  
21. Utility lines are to be installed at least 96 inches from the edge of the sidewalk.  
22. Utility lines are to be installed at least 102 inches from the edge of the curb.  
23. Utility lines are to be installed at least 108 inches from the edge of the property line.  
24. Utility lines are to be installed at least 114 inches from the edge of the street.  
25. Utility lines are to be installed at least 120 inches from the edge of the sidewalk.

**UTILITY PLAN**  
**WAL-MART SUPERCENTER**  
**STORE #4358-00**

OMAHA, NEBRASKA

DATE: 12/15/11

SHEET NO. 031.1



**EXHIBIT D**

**MOLSON ASSOCIATES**

3401 S. OMAHA AVE. SUITE 200  
OMAHA, NE 68106-2101  
PHONE: 402.491.1111  
FAX: 402.491.1112