

36-195

BEFORE THE COUNTY JUDGE OF
THE STATE OF NEBRASKA
DEPARTMENT OF ROADS

SAVY COUNTY, NEBRASKA

vs.
Condemner

RETURN OF APPRAISERS

ERIC JENSEN and ALBERT JENSEN,
wife and husband, Tenants in
Common also GENERAL LAND BANK,
Mortgagees;

SAVY COUNTY TRUSTEES;

Condemnees

TO HONORABLE JOSEPH E. STRAWN, COUNTY JUDGE OF SAVY COUNTY, NEBRASKA

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers," duly served upon us by R. D. Whitford ~~Secretary~~ Deputy Sheriff of Savy County, Nebraska, on the 18th and 23rd days of June, 1942, and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein sought to be appropriated by the State of Nebraska, Department of Roads and also other property of the condemnees alleged damaged thereby and did hear all parties interested therein in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described and thereafter did assess the damages that the condemnees have sustained or will sustain by such appropriation of the property herein described for State highway purposes and also damage to such other property of the condemnees as in our opinion was damaged by the appropriation of the property herein described:

Land Owners: Marie Jensen and Albert A. Jensen, wife and husband, tenants in common.

Mortgagee: Federal Land Bank

Project: S-610 (3) AFE: P-1146 Sarpy County, Nebraska

See simple title to a tract of land and all improvements thereon, if any, for highway right of way purposes located south of the Chicago, Burlington, and Quincy Railroad in the Southwest Quarter of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

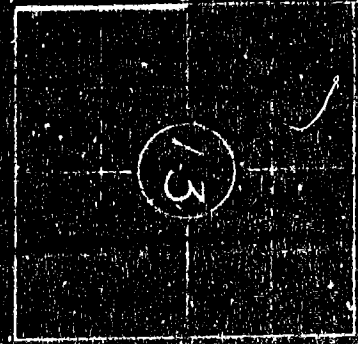
Beginning at the southwest corner of said Section 13; thence northerly on the West line of the Southwest Quarter of said Section 13 a distance of 1,775.0 feet to a point on the southerly Chicago, Burlington, and Quincy Railroad right of way line; thence easterly on said railroad right of way line a distance of 195.4 feet to a point 103.4 feet easterly from said West line; thence southerly a distance of 1637.4 feet to a point 91.2 feet easterly from said West line; thence southeasterly a distance of 185.9 feet to a point on the South line of said Southwest Quarter; thence westerly on said South line a distance of 235.4 feet to the point of beginning, containing 4.11 acres, more or less, which includes 1.48 acres, more or less, previously occupied as a public highway, the remaining 2.63 acres, more or less, being the additional acreage to be secured in this action.

And, also, see simple title to a tract of land and all improvements thereon, if any, for highway right of way purposes located north of the Chicago, Burlington, and Quincy Railroad in the Southwest Quarter of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the west quarter corner of said Section 13; thence southerly on the West line of the Southwest Quarter of said Section 13 a distance of 770.4 feet to a point on the northerly Chicago, Burlington and Quincy Railroad right of way line; thence easterly on said railroad right of way line a distance of 192.8 feet to a point 188.7 feet easterly from said West line; thence northerly a distance of 808.9 feet to a point on the North line of said Southwest Quarter; thence westerly on said North line a distance of 194.5 feet to the point of beginning, containing 3.47 acres, more or less, which includes 0.59 acre, more or less, previously occupied as a public highway, the remaining 2.88 acres, more or less, being the additional acreage to be secured in this action.

There will be no ingress or egress from the above described tracts of land onto the remainder of said Southwest Quarter except over one field entrance not to exceed 20 feet in width, to provide for the movement of farming implements and crops as long as it is used consistent with normal farming operations of the owner, the centerline of which is to be located 366.3 feet northerly from the South line of said Southwest Quarter as measured along the centerline of the highway, except over one farmstead entrance not to exceed 20 feet in width, to provide ingress and egress to dwelling and outbuilding site of the owner, so long as it is used consistent with rural living and farming activities, the centerline of which is to be located 10.0 feet southerly from the North line of said Southwest Quarter as measured along the centerline of the highway, and except over the existing public road along the South line of said Southwest Quarter.

All mineral rights in the above described tracts shall be retained and reserved to the Condonees, their heirs, successors or assigns. The Condonees, their heirs, successors or assigns shall have no right to use or enter the surface of the above described tracts for any purpose concerning the reserved mineral rights; nor shall the Condonees, their heirs, successors or assigns in extracting such minerals, damage or in any way impair the use of the above described tracts.



17750

7704

374

8089

Total ROW 1.47 Acres
 Prev. ROW 1.10 Acres
 New ROW 0.37 Acres

SW⁴ Sec. 13
 T14N-R-11E
 Sarpy County

Total ROW 3.47 Acres
 Prev. ROW 0.59 Acre
 New ROW 2.88 Acres

581874
 75110344

1928
 1978
 18878

12349

1515

PROJECT: S-810(3)

A/E: 5091

TRACTS: 5

1987 3374

KNOW ALL MEN BY THESE PRESENTS

THAT NEBCO, Inc.

granted and existing under and by virtue of the laws of the State of Nebraska known as the Grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollars and other valuable consideration

in hand paid receipt whereof is hereby acknowledged does hereby grant bargain sell and convey unto the STATE OF NEBRASKA all rights of Ingress and Egress from and to all Public Right-of-Way over or across a line bounding said Public Right-of-Way and further known as:

There will be no ingress or egress over the point of access on the east side of State Highway No. 50 described as follows:

One (1) farmstead entrance, not to exceed 70 feet in width, as provided ingress and egress to dwelling and outbuilding site of the owner, as long as it is used consistent with rural living and farming activities, granted to Marie and Albert A. Jensen in return of appraisers and filed for records with the Register of Deeds of Sarpy County on July 10, 1963, in Book 50 of Misc. Records beginning on Page 148 and said farmstead entrance being located at a point 10.0 feet southerly from the North line of the Southwest Quarter of Section 13, Township 14 North, Range 11 East of the Sixth Principal Meridian, Sarpy County, Nebraska as measured along the centerline of State Highway No. 50 and said farmstead entrance being located on the east side of State Highway No. 50.

It is the intention of this conveyance to eliminate and prohibit the use of the farmstead entrance as described above. Referring to Department of Roads' plans on Project S-810(3), the farmstead entrance is located at Station 67+71 Right

NEBRASKA DOCUMENTARY
STAMP TAX
DEC - 4 1987
C. E. B. Co.

FILED 5:50 PM
NOV 16 1987
SARPY COUNTY
REGISTER OF DEEDS
1987 DEC - 4 PM 12:36

TO HAVE AND TO HOLD the premises above described together with all the Tenements, Hereditaments and Appurtenances belonging unto said STATE OF NEBRASKA and to its successors and assign forever.

And the Grantor does hereby covenant with the STATE OF NEBRASKA and with its successors and assigns that the Grantor is lawfully seized of said Right-of-Way that it is free from encumbrance, that the Grantor has good right and lawful authority to sell the same, and the Grantor does hereby covenant to warrant and defend the title to said Right-of-Access against the lawful claim of all persons whatsoever.

Dated executed this 26 day of October 1987

NEBCO, Inc.
Corporation

JAMES P. JONES

WITNES

(See Acknowledgment)

19857

Net 2

Old S-810(3) *at 500*
Project

Indexed General
Compared Paged

WARRANTY DEED FOR THE CONTROL OF
INGRESS AND EGRESS
(Corporation - 1 Page)

NEECO, Inc

TO
STATE OF NEBRASKA

STATE OF NEBRASKA
Lincoln County

Entered in Numerical Index and filed for
record in the office of the Register of Deeds
of said County, the _____ day of
_____ 19____
at _____ o'clock and _____ minutes _____ M., and
duly recorded in Book _____ of

Deeds on page _____
Register of Deeds
Deputy

53635



By commission expires the *31* day of *March* 1985
James W. Hewitt
Notary Public

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

I, _____, correct representative or representatives of *NEECO, Inc., a*
Corporation
do hereby acknowledge that he, she or they held the position or title set forth in the instrument, that
he, she or they signed the instrument on behalf of the corporation by proper authority and that
the instrument was the act of the corporation and are to me known to be said duly authorized
representative or representatives and the identical person or persons who signed the foregoing
instrument and acknowledged the execution thereof to be his, her or their voluntary act and

James P. Abel, President

On the *26* day of *October* 1985 before me

16233344A

12-5-85

45-615

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 28th day of October, 1972, between the undersigned, NEBRASKA PRESTRESSED CONCRETE COMPANY, a corporation doing business as Ideal Cement Stone Co., herein called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 224 OF DOUGLAS 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 following described real property in Sarpy County, Nebraska, to-wit:

A 20 foot Permanent Sanitary Sewer Easement being located in the SW 1/4 of Section 13, T14N, R11E of the 6th P. M., Sarpy County, Nebraska, the centerline of said easement more particularly described as follows: Commencing at the NW corner of the SW 1/4 of said Section 13; thence S. 0°30'50" W on the west line of the SW 1/4 of said Section 13, 742.60 feet; thence S 77°26'45" E, 193.00 feet to the point of beginning, said point being on the easterly/R.O.W. line of State Highway No. 50; thence continuing S 77°26'45" E on a line 75.00 feet north of and parallel to the centerline of the Chicago, Burlington & Quincy Railroad, 2502.40 feet; thence S 69°38'37" E on a line 75.00 feet north of and parallel to the centerline of said Chicago, Burlington & Quincy Railroad, 22.04 feet to a point on the east line of the SW 1/4 of said Section 13.

2. The scope and purpose of said Easement is for the installation, construction, repair, maintenance, replacement and renewal of sanitary sewer pipelines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform many of the acts and functions described within the scope and purposes of the Easement. This Easement is given on the condition that the sewer pipe shall be ASTM C-76, Class IV, wall type B concrete pipe, or better, placed at least 5.5 feet below grade level and Grantee agrees to such condition by acceptance of this Easement.

3. Grantor agrees not to place any building or other structure of any kind on the permanent easement area, except that paving and railroad spur tracks shall be permitted provided the paving does not cover or interfere with manholes. Grantor may stockpile aggregate such as sand, gravel and rock on the permanent easement area after completion of the initial installation of the sewer line, but such aggregate shall be removed at Grantor's expense if required by Grantee for maintenance or repair of the sewer line. Grantor further agrees not to do any other thing upon the permanent easement area which would impair the efficient operation and flow of sanitary sewage through the sewer lines located in the permanent easement area. Grantor further agrees that it will adjust the manhole to grade level in the event of any change of grade of the permanent easement area.

4. Grantor further conveys, gives and grants unto the Grantee a temporary construction easement 100 feet in width of which

45-615A

25 feet shall be located south and 75 feet north of the centerline of the permanent easement. Said temporary easement shall be for use and occupation by Grantee during the time of initial installation and construction of the sanitary sewer line in the permanent easement and said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said sanitary sewer line or one year from date hereof, whichever first occurs.

5. 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 any and all damage that may be done by reason of changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any damage to any of the aforesaid located in, on, over or across said permanent easement or any part thereof, except paving or railroad spur tracks located on the permanent easement area, damage to which shall be made good by Grantee, but without any liability of Grantee for loss of use of paving or tracks. Grantee agrees that after completion of the initial installation and construction of said sanitary sewer, Grantee shall restore the surface of the easement areas as nearly as possible to the condition existing prior to such work.

6. 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 and temporary easements; and Grantor further hereby covenants to warrant and defend said easement ways against the lawful claims of all persons whomsoever.

7. 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.

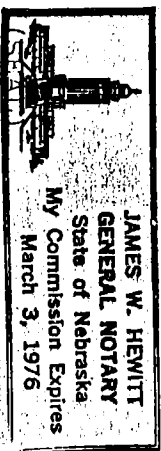
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the day and year first above written.

ATTEST:
NEBRASKA PRESTRESSED CONCRETE COMPANY
By: *Robert A. Hiltz*
Title: President

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss

On this 28 day of October, 1972, before me, a notary public, personally appeared R. E. EICHELBERGER, to me known to be the President of Nebraska Prestressed Concrete Company and the same person who signed the foregoing document on behalf of said corporation, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year first above written.
James W. Hewitt
Notary Public



My Commission expires: March 3, 1976

45-616

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 28th day of October, 1972, between the undersigned, NEBRASKA PRESTRESSED CONCRETE COMPANY, a corporation doing business as Ideal Cement Stone Co., herein called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 224 OF DOUGLAS 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 following described real property in Sarpy County, Nebraska, to-wit:

A 20 foot permanent sanitary sewer easement being located in the N 1/2 of the SW 1/4 of Section 13, T14N, R1E of the 6th P. M., Sarpy County, Nebraska, the centerline of said easement more particularly described as follows: Commencing at the NW corner of said SW 1/4; thence S 88°54'49" E (assumed bearing) on the north line of said SW 1/4, 244.50 feet to the point of beginning; thence S 8°11'14" W, 396.06 feet to a point on the easterly right of way line of State Highway No. 50.

2. The scope and purpose of said Easement is for the installation, construction, repair, maintenance, replacement and renewal of sanitary sewer pipelines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform many 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 paving and railroad spur tracks shall be permitted provided that paving does not cover or interfere with manholes. Grantor may stockpile aggregate such as sand, gravel and rock on the permanent easement area after completion of the initial installation of the sewer line, but such aggregate shall be removed at Grantor's expense if required by Grantee for maintenance or repair of the sewer line. Grantor further agrees not to do any other thing upon the permanent easement area which would impair the efficient operation and flow of sanitary sewage through the sewer lines located in the permanent easement area. Grantor further agrees that it will adjust the manhole to grade level in the event of any change of grade of the permanent easement area.

4. Grantor further conveys, gives and grants unto the Grantee a temporary construction easement 100 feet in width of which 50 feet shall be located west and 50 feet east of the centerline of the permanent easement. Said temporary easement shall be for use and occupation by Grantee during the time of initial installation and construction of the sanitary sewer line in the permanent easement and said temporary construction easement shall commence on date hereof and terminate with the completion of construction of

45-616A

said sanitary sewer line or one year from date hereof, whichever first occurs.

5. 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 any and all damage that may be done by reason of changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any damage to any of the aforesaid located in, on, over or across said permanent easement or any part thereof, except paving or railroad spur tracks located on the permanent easement area, damage to which shall be made good by Grantee, but without any liability of Grantee for loss of use of paving or tracks. Grantee agrees that after completion of the initial installation and construction of said sanitary sewer, Grantee shall restore the surface of the easement areas as nearly as possible to the condition existing prior to such work.

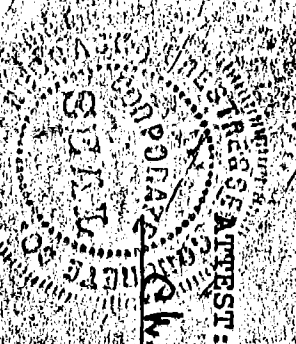
6. Grantor does hereby covenant and agree with the said Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said permanent and temporary easements; and Grantor further hereby covenants to warrant and defend said easement ways against the lawful claims of all persons whomsoever; provided, however, this easement grant and warranty shall not apply to any portion of the temporary or permanent easement area within the right-of-way of State Highway No. 50.

7. 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.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the day and year first above written.

NEBRASKA PRESTRESSED CONCRETE COMPANY

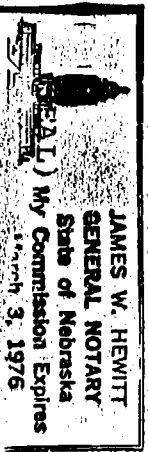
By: [Signature]
Title: President



STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss

On this 28 day of October, 1972, before me, a notary public, personally appeared R. E. RICHELBERGER, to me known to be the President of Nebraska Prestressed Concrete Company and the same person who signed the foregoing document on behalf of said corporation, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year first above written.



[Signature]
Notary Public

My commission expires: March 3, 1976.

59-2824 2050

FILED SEP 16 1986
4001 59
2824

SEP 16 AM 0 27

EASEMENT

NEBCO, Inc., Grantor, hereby grants an easement to Omaha Industrial Foundation Grantee, in the below-described purposes described below and pursuant to an agreement between Grantor and Grantee dated July 14 1986.

The use of a strip of ground 60 feet wide and 900 feet long, in the Northwest corner of the Southwest quarter of Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska, as shown on Exhibit "A", attached hereto and made a part hereof by this reference, to be used as a joint roadway between the property of the Grantor and the property of the Grantee, located in the Southeast Quarter of said Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of NEBCO, Inc., owner of the land described above, its successors and assigns, and to the benefit and use of Omaha Industrial Foundation, the Grantee herein, its successors and assigns.

The Grantee shall have the right to enter upon the above-described easement area and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or street, together with such bridges, culverts, ramps, and cuts as may be necessary on, over and across the area embraced within the above-described easement.

IN WITNESS WHEREOF, NEBCO, Inc. has caused this easement to

WPA 15080

59-28244

be executed by a duly authorized officer this 28 day of

August, 1986.

NEBCO, INC.

By [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 28 day of August, 1986, before me, a Notary Public, personally came JAMES B. ABEL, President of NEBCO, Inc., and acknowledged his execution of the above agreement to be the voluntary act and deed of NEBCO, Inc.

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

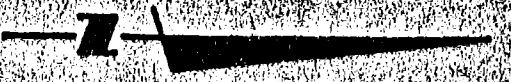
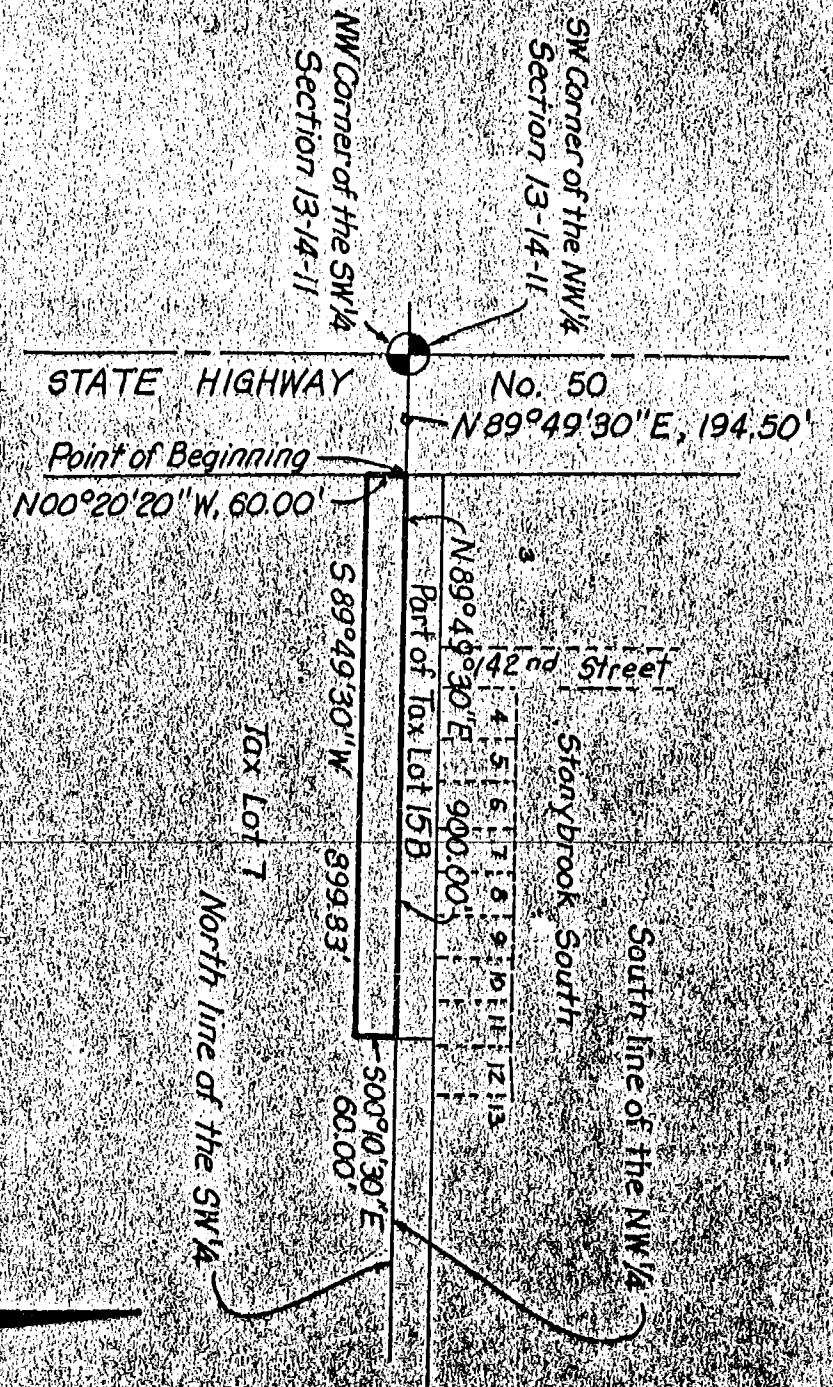


[Signature]
Notary Public

59-2824B

EXHIBIT INGRESS & EGRESS EASEMENTS TRACT "B"

See Attached Sheet for Legal Description



DATE 7-24-86

ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
OMAHA, NE 68137

This drawing is not
intended to be a land
survey as defined by
State statutes.

022120

59-2824C

TRACT "B"
LEGAL DESCRIPTION

INGRESS AND EGRESS EASEMENT

Part of Tax lot 7, a Tax Lot located in the SW 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the SW 1/4 of Section 13; thence N89°49'30"E (assumed bearing), along the North line of said SW 1/4 of Section 13, a distance of 194.50 feet to the point of intersection of the East right-of-way line of State Highway No. 50 and said North line of the SW 1/4 of Section 13, said point also being the Point of Beginning; thence N89°49'30"E, along said North line of the SW 1/4 of Section 13, a distance of 900.00 feet; thence S00°10'30"E, a distance of 60.00 feet; thence S89°49'30"W, a distance of 899.83 feet to a point on said East right-of-way line of State Highway No. 50; thence N00°20'20"W, along said State Highway No. 50, a distance of 60.00 feet to the Point of Beginning.

Said tract of land contains an area of 1.240 Acres, more or less.

#86029
7-23-86

ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
OMAHA, NE 68137

59-2826A

be executed by a duly authorized officer this 28 day of August, 1986.

59-2826 2050
FILED SARY CO. NE
AUG 29 6 11 PM '86
PAGE 2826
SEP 16 AM 10 28

EASEMENT

NEBCO, Inc., Grantor, hereby grants an easement to Omaha Industrial Foundation, Grantee, in the below described land for purposes described below and pursuant to an agreement between Grantor and Grantee dated July 14, 1986.

The use of a strip of ground 60 feet wide and 475 feet long, in the Northeast corner of the Southwest Quarter of Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska, as shown on Exhibit "A", attached hereto and made a part hereof by this reference, to be used as a joint roadway between the property of the Grantor and the property of the Grantee, located in the Southeast Quarter of said Section 13, Township 14 North, Range 11 East, Sarpy County, Nebraska.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of NEBCO, Inc., owner of the land described above, its successors and assigns, and to the benefit and use of Omaha Industrial Foundation, the Grantee herein, its successors and assigns.

The Grantee shall have the right to enter upon the above-described easement area and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or street, together with such bridges, culverts, ramps, and cuts as may be necessary on, over and across the area embraced within the above-described easement.

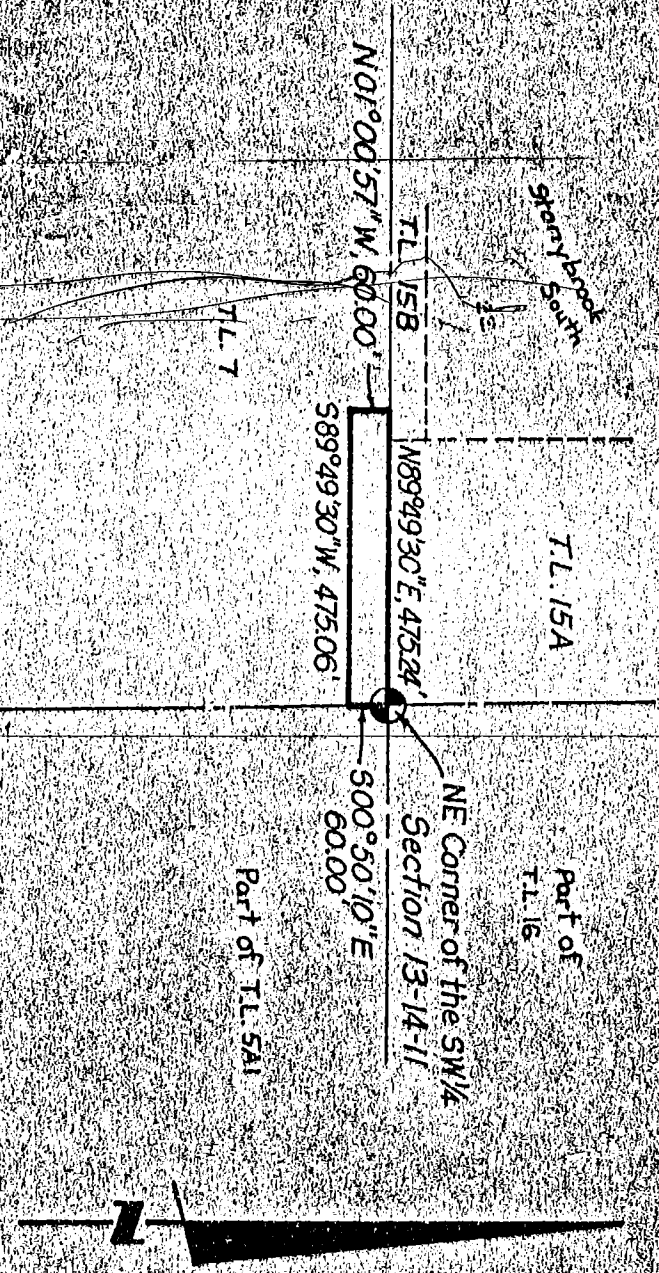
IN WITNESS WHEREOF, NEBCO, Inc. has caused this easement to

15083

59-2826 B

EXHIBIT INGRESS & EGRESS EASEMENT

See Attached Sheet for Legal Description



ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
OMAHA, NE 68137

This drawing is not
intended to be a land
survey as defined by
State statutes.

Date 7-24-86

86029

59-2820C

LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT

Part of Tax Lot 7, a Tax Lot located in the SW 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said SW 1/4 of Section 13; thence S00°50'10"E (assumed bearing), along the East line of said SW 1/4 of Section 13; a distance of 60.00 feet; thence S89°49'30"W, a distance of 475.06 feet; thence N02°00'57"W, a distance of 60.00 feet to a point on the North line of said SW 1/4 of Section 13; thence N89°49'30"E, along said North line of the SW 1/4 of Section 13; a distance of 475.24 feet, to the Point of Beginning.

Said tract of land contains an area of 0.654 Acres, more or less.

#86029
7-23-86

ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
OMAHA, NE 68137

3-4-87

60-1994

RIGHT-OF-WAY EASEMENT

File _____
Doc. _____

1. NEBCO Inc (dba Concrete Industries Inc)
of the real estate described as follows, and hereafter referred to as "Grantor":

Owner(s) _____

Part of Tax Lot 7, a Tax Lot located in the SW 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Saary County, Neb., more particularly described as follows:

FILED
BOOK 1052
PAGE 1994
1987 JUN 15 PM 3:19
REGISTER OF DEEDS

Commencing at the Northwest corner of said SW 1/4 of Section 13; thence N89°49'30"E (assumed bearing), along the North line of said SW 1/4 of Section 13, a distance of 194.50 feet to the point of intersection of the East right-of-way line of State Highway No. 50 and said North line of the SW 1/4 of Section 13, said point also being the Point of Beginning; thence continuing N89°49'30"E, along said North line of the SW 1/4 of Section 13, a distance of 2459.68 feet, to the Northeast corner of said SW 1/4 of Section 13; thence S00°50'10"E, along the East line of said SW 1/4 of Section 13, a distance of 1324.60 feet, to a point on the Northerly right-of-way line of the Chicago Burlington & Quincy Railroad; thence along said Northerly right-of-way line of the Chicago Burlington & Quincy Railroad on the following described courses: thence northwesterly on a curve to the left with a radius of 5506.74 feet, a distance of 2772.97 feet, said curve having a long chord which bears N75°54'20"W, a distance of 2772.94 feet; thence N78°14'55"W, a distance of 265.20 feet; thence N78°42'42"W, a distance of 1988.32 feet to a point on said East right-of-way line of State Highway No. 50; thence N00°20'20"W, along said East right-of-way line of State Highway No. 50, a distance of 807.27 feet to the Point of Beginning.

Said tract of land contains an area of 59.899 Acres, more or less.

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 referred to as "Grantee", 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 sketch on the reverse side hereof for easement area.

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.

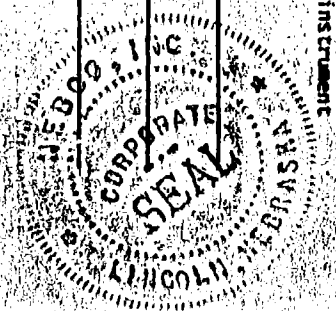
In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

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/hers/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 parties hereto have signed their names and caused the execution of this instrument this 5th day of May, 1987.

E. C. Elmer
Secretary

NEBCO, Inc.
JAMES F. JORDAN
President



Distribution Engineer RRJ Date 5-18-87

Property Management RA Date 5-8-87

Section SW 1/4 Township 15 North, Range 12 East

Salesman Horwath Engineer Broschnat Est. # 8602278 W.O. # 5940

10313
COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF LANCASTER

On this 5th day of MAY, 19 87, before me the undersigned, a Notary Public in and for said County, personally came James P. Abel

President of NEBCO, Inc.

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 voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Lincoln in said County the day and year last above written.

Marcy Kahler
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

COUNTY OF

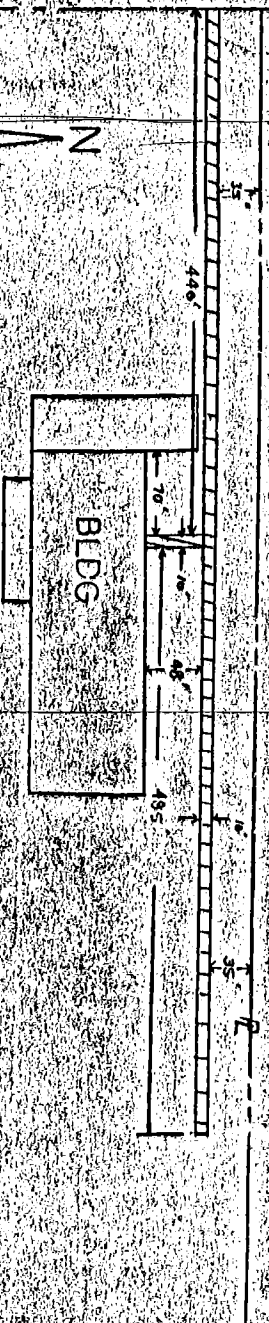
On this ___ day of ___ 19___ before me the undersigned, a Notary Public in and for said County and State, personally appeared

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

60-1994A
P.L.P. Smith



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST., RM. 401
OMAHA, NE 68102

91-01795

INGRESS AND EGRESS EASEMENT

THIS INDENTURE, made this 15th day of FEBRUARY, 1991, between NEBCO, INC., a Nebraska Corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way for ingress and egress over lands described as follows:

PERMANENT EASEMENT

A tract in part of Tax Lot Seven (7) in the Southwestern Quarter (SW 1/4) of Section Thirteen (13), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. in Sarge County, Nebraska, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

FILED SARGE CO. NE
INSTRUMENT NUMBER
91- **01795**

91 FEB 11 PM 12:29
Carol A. Davis
REGISTER OF DEEDS

Proof ✓
D.E. ✓
Verify ✓
Filmed ✓
Checked ✓
Fee \$ 15.50

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

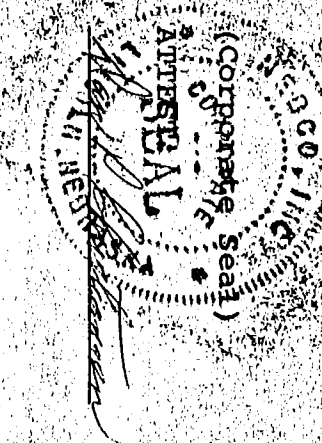
1. The Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the lawful claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

2. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written,

NEBCO, INC., a Nebraska Corporation, Grantor

BY: *J. Ross McCown*
J. Ross McCown, Vice President

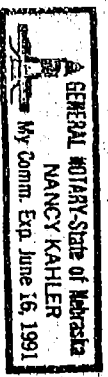


ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 15 day of FEBRUARY, 1991, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came J. Ross McCown of NEBCO, INC., a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said Corporation.

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



Nancy Kahler
Notary Public

My Commission expires: _____

01795

91-01795A

LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT

An Ingress and Egress Easement located in part of Tax Lot 7, a tax lot located in the SW 1/4 of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

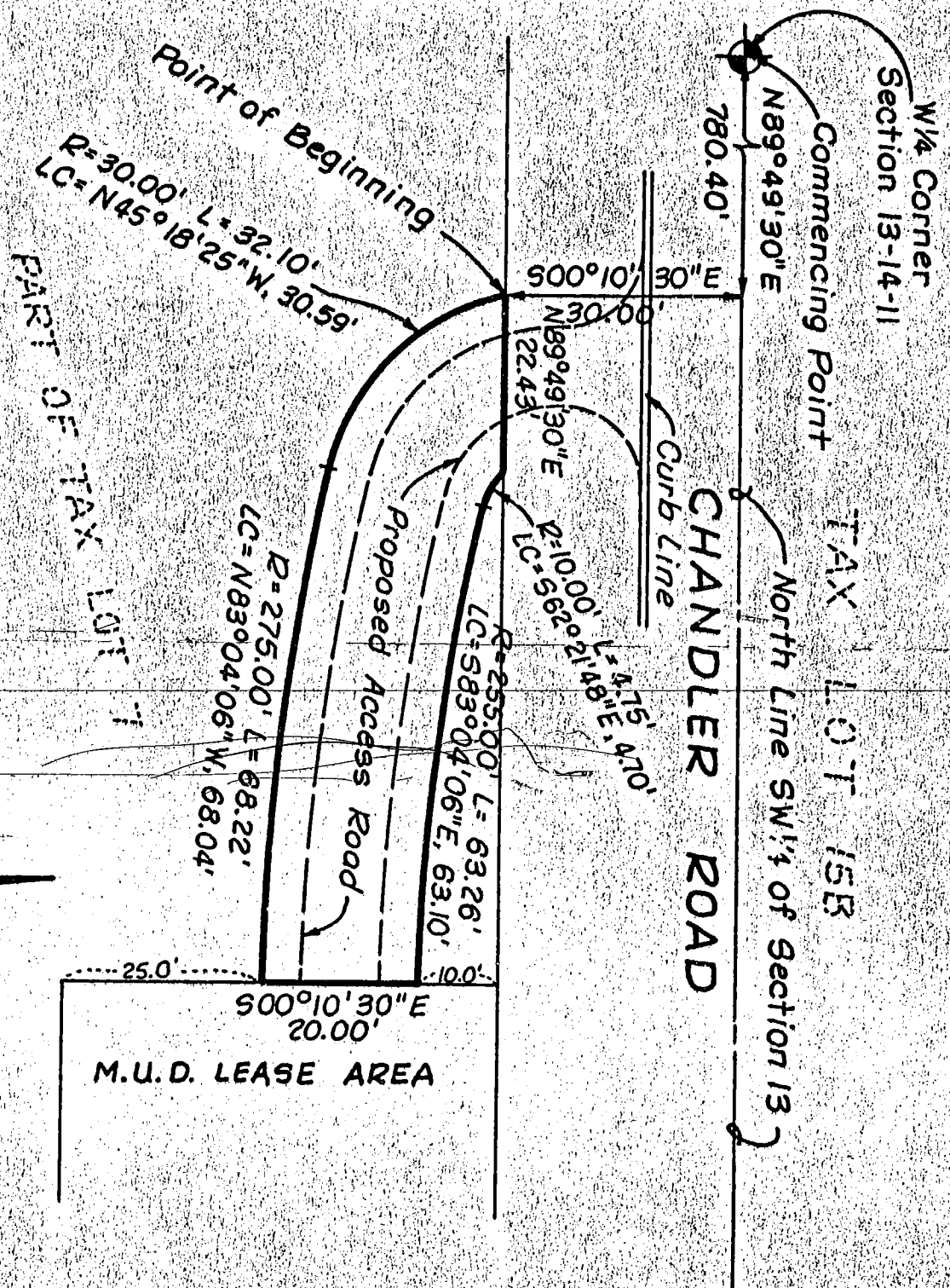
Commencing at the West 1/4 corner of said Section 13; thence N89°49'30"E (assumed bearing) along the North line of said SW 1/4 of Section 13, a distance of 780.40 feet; thence S00°10'30"E, a distance of 30.00 feet to a point on the South right-of-way line of Chandler Road, said point also being the Point of Beginning; thence N89°49'30"E along said South right-of-way line of Chandler Road, a distance of 22.43 feet; thence Southeasterly on a curve to the left with a radius of 10.00 feet, a distance of 4.75 feet, said curve having a long chord which bears S62°21'48"E, a distance of 4.70 feet; thence Easterly on a curve to the left with a radius of 255.00 feet, a distance of 63.26 feet, said curve having a long chord which bears S83°04'06"E, a distance of 63.10 feet; thence S00°10'30"E, a distance of 20.00 feet; thence Northwesterly on a curve to the right with a radius of 275.00 feet, a distance of 68.22 feet, said curve having a long chord which bears N83°04'06"W, a distance of 68.04 feet; thence Northerly on a curve to the right with a radius of 30.00 feet, a distance of 32.10 feet, said curve having a long chord which bears N45°18'25"W, a distance of 30.59 feet to the point of Beginning.

#90026
11-29-90

ELLIOTT & ASSOCIATES
5316 South 132nd Street
Omaha, Nebraska 68137

EXHIBIT INGRESS & EGRESS EASEMENT

91-01795B



Scale 1" = 20'

ELLIOTT & ASSOCIATES
5316 SO. 132nd ST.
OMAHA, NE 68137

EXHIBIT "A" Page 2

11-29-90

90026

95-05333

WARRANTY DEED-CORPORATION(page 1)
PROJECT: STPD-50-2(112) C.N.: 21054

TRACT: 17

KNOW ALL MEN BY THESE PRESENTS:

THAT NEBCO, INC.

organized and existing under and by virtue of the laws of the State of Nebraska hereinafter known as the Grantor, for and in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100--(\$4,750.00)-- DOLLARS in hand paid, does hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real property situated in SARPY County, and State of Nebraska, to-wit;

A TRACT OF LAND LOCATED IN LOT 12, CHALCO VALLEY BUSINESS PARK IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST CHALCO VALLEY PARKWAY RIGHT OF WAY AND THE EAST LINE OF SAID LOT 12, A DISTANCE OF 60.19 FEET; THENCE WESTERLY DEFLECTING 89 DEGREES, 09 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 103.56 FEET TO THE EASTERLY LINE OF EXISTING STATE HIGHWAY NO. 50 RIGHT OF WAY; THENCE NORTHERLY DEFLECTING 90 DEGREES, 24 MINUTES, 39 SECONDS RIGHT, ALONG SAID EXISTING EASTERLY STATE HIGHWAY NO. 50 RIGHT OF WAY LINE AND THE WEST LINE OF SAID LOT 12, A DISTANCE OF 61.25 FEET; THENCE EASTERLY DEFLECTING 90 DEGREES, 10 MINUTES, 38 SECONDS RIGHT, ALONG THE NORTH LINE OF SAID LOT 12, SAID LINE BEING 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 104.02 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 6301.90 SQUARE FEET, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 12, CHALCO VALLEY BUSINESS PARK, IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA.

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 12, THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST CHALCO VALLEY PARKWAY RIGHT OF WAY, A DISTANCE OF 60.19 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 89 DEGREES, 09 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 103.56 FEET; TO THE EAST LINE OF EXISTING STATE HIGHWAY NO. 50 RIGHT OF WAY AND THE POINT OF TERMINATION.

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

05333

95-05333 A

WARRANTY DEED-CORPORATION (page 2) TRACT: 17
PROJECT: STPD-50-2(112) C.N.: 21054

MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

To have and to hold said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

Duly executed this 15th day of June, 1995 SEAL

NEB CO, INC.
Corporation

BY: R. Paul Mc Cleary
Vice President

STATE OF Nebraska)
Lincoln County) ss.

ATTEST: _____

On this 15 day of June, A.D., 1995, before me, a General Notary Public, duly Commissioned and qualified, personally came J Ross Mc Cleary
the duly authorized representatives of NEB CO, INC.

who acknowledged that he, she or they hold the position or title set forth in the instrument that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.
June 15 1995 Notary Public.

My commission expires the 22 day of April, 1996.



LS 119 #45
6/11/57

Account SHP
Verify SHP
D.E. me
Project me
Film _____
Mail _____
Fee # 15.50
OK Cash Chg

NEBRASKA DOCUMENTARY
STAMP TAX
APR 25 1995
\$ 162.00 me

FILED STAMP
INSTRUMENT NUMBER
95 053333

95 APR 25 PM 12: 50

George S. Woodbury
REGISTERED CLERK

95-05333 B...

Project No. STRD-502(12)

WARRANTY DEED

McKay, Anne

30

STATE OF NEBRASKA
DEPARTMENT OF ROADS

COUNTY Lincoln

Dept of Roads

179/18

97-001317
97 JAN 22 PM 3:49

Lloyd J. Dowding
REGISTRATION

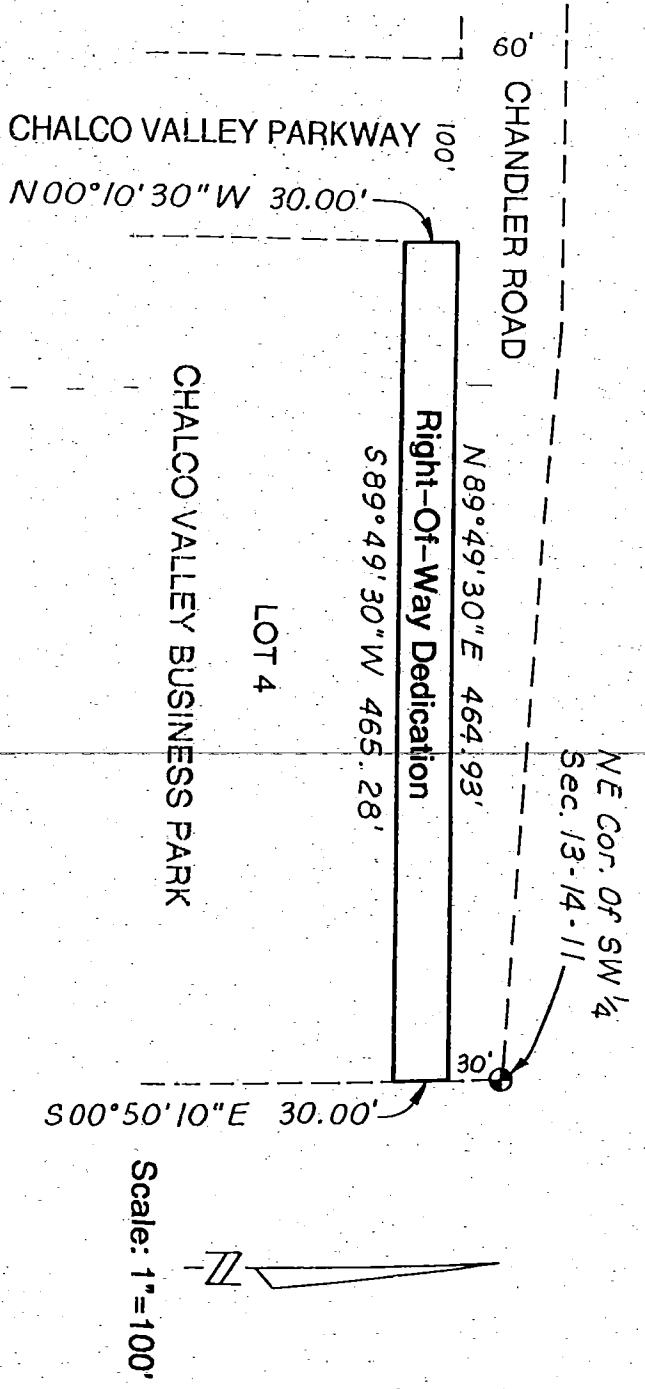
97-01317
Counter
Verify
DE
10.50
✓

THIS PAGE ADDED FOR RECORDING INFORMATION

LLOYD J. DOWDING
Scripy County Register of Deeds

1210 Golden Gate Drive, Suite 1100 Papillion, Nebraska 68046-2895 Phone: (402) 593-2185 Fax: (402) 593-2338

97-01317A



Scale: 1"=100'

LEGAL DESCRIPTION
CHANDLER ROAD RIGHT-OF-WAY DEDICATION

The North 30.00 foot of Lot 4, Chalco Valley Business Park, a subdivision located in the SW 1/4 of Section 19, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

Said tract of land contains an area of 0.320 acres, more or less.

DEDICATION

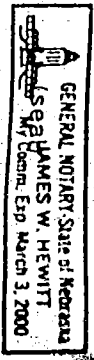
Know all men by these presents that we, Nabco Inc., a corporation, holder of the land described within the legal description and embraced within this plat, do hereby ratify and approve the disposition of our property as shown on this plat, and we do hereby dedicate to the public for use as a public road, the land as shown on this plat, and we do further grant a perpetual easement to the Omaha Public Power District, and US West Communications, and any company which has been granted a franchise to provide a cable television system in the area, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys, and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of sights and sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception, on, over, through, under and across a five (5) foot wide strip of land abutting all right-of-way lines. No permanent buildings, retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Nabco, Inc.
James P. Abel
James P. Abel, president

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of Lancaster)

The foregoing instrument was acknowledged before me this 19 day of December 1996 by James P. Abel



James W. Hewitt
Notary Public

1101217

140-494

Fulton C. Wolf, Comptroller, Lincoln, Neb.

WARANTY DEED

RAY V. FACKLER and ROMA J. FACKLER, Husband and Wife,

hereby call the grantor whether one or more

in consideration of One and 00/100ths Dollar (\$1.00) and other good and

valuable consideration

received from grantee, does grant, bargain, sell, convey and confirm unto

grantee the premises whether one or more, the following described real property in

SARPY County, Nebraska.

The Southwest Quarter (SW.) of Section Thirteen (13.) Township Fourteen (14) North, Range Eleven (11), East of the Sixth Principal Meridian, Sarpy County, Nebraska, except that part lying South of the center line of the South Padillon Creek and except those parts taken for highway and railroad purposes.

RECORDED IN BOOK 132 BY DATE MAR 21 1965

RECORDED IN BOOK 140 BY DATE MAR 21 1965

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto adjoining unto the grantee and to grantee's heirs and assigns forever. And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance, except easements and restrictions of record;

that grantor has good right and lawful authority to convey the same; or that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated January 21, 1965

Ray V. Fackler
Roma J. Fackler

STATE OF NEBRASKA, County of Sarpy, Docket No. 140-494

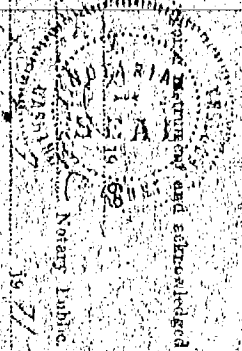
Before me, a notary public qualified for said county, personally came

Ray V. Fackler and Roma J. Fackler, Husband and Wife,

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his her or their voluntary act and deed

Witness my hand and notarial seal on this 21st day of January, 1965.

My commission expires 5/25/65



FILED 140

CORPORATION WARRANTY DEED

90-07779

Concrete Industries, Inc., successor to Ideal Cement Stone Co., a Corporation organized and existing under the laws of Nebraska

GRANTOR, in consideration of DOLLARS received from GRANTEE,

One NEBCO, Inc., a Nebraska Corporation,

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Tax lot 7 in the Southwest Quarter (SW1/4) of Section 13, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska

[Handwritten scribbles]

NEBRASKA DOCUMENTARY STAMP TAX JUN 8 1990 \$1275 BY e

FILED SARPY CO. NE INSTRUMENT NUMBER 90-07779 90 JUN -8 AM 11:26 REGISTER OF DEEDS

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements and restrictions of record.
 - (2) has legal power and lawful authority to convey the same.
 - (3) warrants and will defend title to the real estate against the lawful claims of all persons.
- Executed January 3 19 90

CONCRETE INDUSTRIES, INC. Grantor By Richard H. Nordquist President

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.
The foregoing instrument was acknowledged before me on January 3, 1990 by Robert Nordquist President of Concrete Industries, Inc., a Nebraska Corporation, on behalf of the Corporation.

GENERAL NOTARY STATE OF NEBRASKA JAMES W. HEWITT My Comm. Exp. March 3, 1992

[Signature] Notary Public My commission expires March 3, 1992

STATE OF NEBRASKA, County of _____
Filed for record and entered in Numerical Index on _____ 19__ at _____ o'clock _____ M., and recorded in Deed Record _____ Page _____

07779 County or Deputy County Clerk Register or Deputy Register of Deeds

CORPORATION WARRANTY DEED

DEED RECORD.

1919

FROM LISSIE VOSS & HUSBAND

JOHN VOSS.

J. J. Deo \$1.15 P.L.

STATE OF NEBRASKA,
SARBY County, } ss. Subscribed to, witnessed, made and paid for record in the Co. Clerk's office of said County the 28th day of August 1919, at 9 o'clock and a substitute, A. K., and recorded in Book 48 page 581 of same.
County Clerk,
Register of Deeds,
Deputy.

Knows all well by these Presents:

That SA Lissie Voss and Adolph Henry Voss, (wife and husband) now residing at Longbeach, California, but formerly residing near Chalco, Sarby County, Nebraska, in consideration of Twenty Thousand (\$20,000.00) DOLLARS in hand paid, do hereby Grant, Bargain, Sell, Convey and Confirm unto John Voss, (of Chalco, Sarby County, Nebraska), the following described Real Estate, situate in the County of Sarby and State of Nebraska, to wit:

The north-west 1/4, and the south 1/2 of the North-west 1/4, all in Section 15, Township 14, North of Range 11 East of the 6th P. M., but subject to the right-of-way of the Omaha and North Platte Railroad Company through the said South-west 1/4, and also subject to the easement of 33 feet of a 66 foot public highway on the South end and on the West side of said land.

together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Power, ~~RIGHTS AND CLAIMS~~, Claim or Demand whatsoever of the said Lissie Voss and Adolph Henry Voss, of, in, or to the same or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances unto the said John Voss and to his heirs and assigns forever;

And we the said Lissie Voss and Adolph Henry Voss for ourselves and our heirs, executors and administrators, do covenant with the said John Voss and with his heirs and assigns, that we are lawfully seized of said premises, that they are free from incumbrance, except said public road and right of way of said Omaha and North Platte Railroad Company, and that we will and our heirs, executors and administrators shall warrant and defend the same unto the said John Voss and his heirs and assigns forever against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands this 31st day of July A. D., one thousand nine hundred and Seventeen.
In Presence of
Lissie Voss
Adolph Henry Voss

CALIFORNIA

STATE OF CALIFORNIA } ss. On this 31st day of July A. D. 1919, before me, a Notary Public in and for said County, personally came the above named Lissie Voss and Adolph Henry Voss, (wife and husband) who are personally known to me to be the identical persons whose names are signed to the above Deed as grantors, and they acknowledged the instrument to be their voluntary act and deed.
FITNESS my hand and Notarial seal the date aforesaid.
J. W. Tupper, Notary Public.
My commission expires August 14, 1919.

162-3345

PROJECT: S-810(3)

AFF: 5091

TRACT: 5 and 9

KNOW ALL MEN BY THESE PRESENTS:

THAT G. C. Strobel DIRECTOR-STATE ENGINEER
 in the name of the STATE OF NEBRASKA and for the DEPARTMENT OF ROADS of said State of Nebraska, under the
 provisions of Section 39-1326 R.R.S. of Nebraska, 1943 and for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable consideration
 in hand paid, does hereby grant, bargain, sell, convey, remise, release and forever quitclaim unto Sarpy County, Nebraska DOLLARS

hereinafter known as the Grantee, whether one or more, the following described real property situated in Sarpy County and State of Nebraska and subject to any and all existing restrictions and/or easements.

One (1) unrestricted street, for public use, not to exceed 40.0 feet in width, the centerline of which is located at a point on the East-West Quarter Section line of Section 13, Township 14 North, Range 11 East of the Sixth Principal Meridian, Sarpy County, Nebraska and said unrestricted street being located on the east side of State Highway No. 50.

It is the intention of the parties that this Quitclaim Deed-State conveys a right of ingress and egress for a public street to State Highway No. 50; and that this conveyance opens the access control for the above described 40.0 feet on the east side of State Highway No. 50; referring to Department of Roads' Plans on Project S-810(3), the unrestricted street is located at Station 67+81 Right.

NEBRASKA DEPARTMENT OF REVENUE
 STAMEN
 DEC-4 1987
 \$62.20

*North of our
 property
 now part of
 Creadler Road*

FILED
 10-50
 500K 168-4 Dec
 1987 DEC -4 PM 2:37
 REGISTER OF DEEDS
 E. J. M...
 162-3345



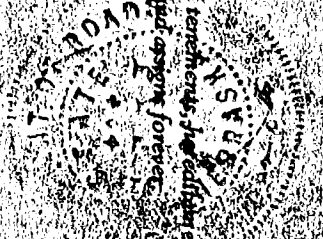
To have and to hold said real property, hereby known to include real estate together with all tenements, fixtures and appurtenances thereto belonging, unto said Grantee and to his, her or their heirs, successors and assigns forever.

Duly executed this 25th day of November, 1987 SEAL

Governor of the State of Nebraska

Director-State Engineer

(See Acknowledgment Over) 19458



Sheet 2

Project PLS-810(3) Act Code 509

Indexed General
Compared Paged

QUITCLAIM DEED - STATE (1 Page)

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS
TO

Sarge County Neb.

STATE OF NEBRASKA

Sarge County)

Entered in Numerical Index and filed for record in the office of the Register of Deeds

of said County, the _____ day of _____

19 _____

at _____ o'clock and _____ minutes _____ M., and

duly recorded in Book _____ of

_____ Deeds on page _____

Register of Deeds.

Deputy.

53636



STATE OF Nebraska)
County) Lancaster
On this 23rd day of November, A.D. 1987 before
me, a General Notary Public, duly commissioned and qualified, personally
came G. C. Strobel
Director-State Engineer

to me known to be the identical person _____ whose name is _____
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 last above written.

My commission expires the 15th day of August, 1991
G. C. Strobel Notary Public

162-3345A

MSD P-50