

47-15

FILED FOR RECORD 1-11-74 AT 11:15 P.M. IN BOOK 47 OF Missouri PROJECT NO. S.O.S. 3610  
PAGE 15 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEB. 24, 25 TRACT NO. 26  
PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CAMPBELL SOUP COMPANY, A NEW JERSEY CORPORATION

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of ONE THOUSAND NINE HUNDRED FOURTEEN - - Dollars (\$ 1,914.00) and other valuable considerations, the receipt of which is hereby acknowledged does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Sanitary Outfall Sewer, and appurtenances thereto, in, through, and under the Permanent Easement Area described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sanitary Outfall Sewer at the will of the CITY. The GRANTOR may, following construction of said Sanitary Outfall Sewer, continue to use the surface of the easement strip conveyed hereby for agricultural or other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Such improvements may include landscaping, or road, street or parking area surfacing or pavement. Any trees, grass, and shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sanitary Outfall Sewer.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claim and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction. Crop damage in the future caused by CITY exercising its rights of inspecting, maintaining, or operating said Sanitary Outfall Sewer will be compensated for in an amount based on the yield from the balance of the field, less expenses for preparing a seed bed, fertilizing, planting, seed, insecticides, herbicides, cultivating, harvesting or marketing as each may be applicable. Payment will be by a single warrant made payable jointly to owner and tenant to be divided by them as they may mutually agree.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement, if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s)

this 9th day of January A.D., 1974.

CAMPBELL SOUP COMPANY  
By John K. Hochreiner  
John K. Hochreiner  
Director, Industrial Research

Name of Corporation

Corporate Seal BY \_\_\_\_\_ President  
ATTEST \_\_\_\_\_ Secretary

(Acknowledgement on reverse side hereof)

Agricultural Land  
Owner (Tenant Operated)

4  
1033476

47-15A

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a duly authorized Notary Public in and for said county, personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_, Husband and Wife, to me known to be the identical persons who signed the foregoing easement, and they severally acknowledged the easement to be their voluntary act and deed.

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

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a duly authorized Notary Public in and for said county, personally appeared \_\_\_\_\_

\_\_\_\_\_, an unmarried person personally known to me to be the identical person who signed the above easement as Grantor, and acknowledged the easement to be his voluntary act and deed.

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

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

ACKNOWLEDGMENT BY CORPORATION

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS

On this 9th day of January, 19 74, before me, a duly authorized Notary Public in and for said county, personally appeared John R. Hochreiner,

Director, Industrial Research, President of the Campbell Soup Company  
\_\_\_\_\_ a New Jersey Corporation, and

\_\_\_\_\_, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

*Joseph F. Kotlarz*  
\_\_\_\_\_  
Notary Public



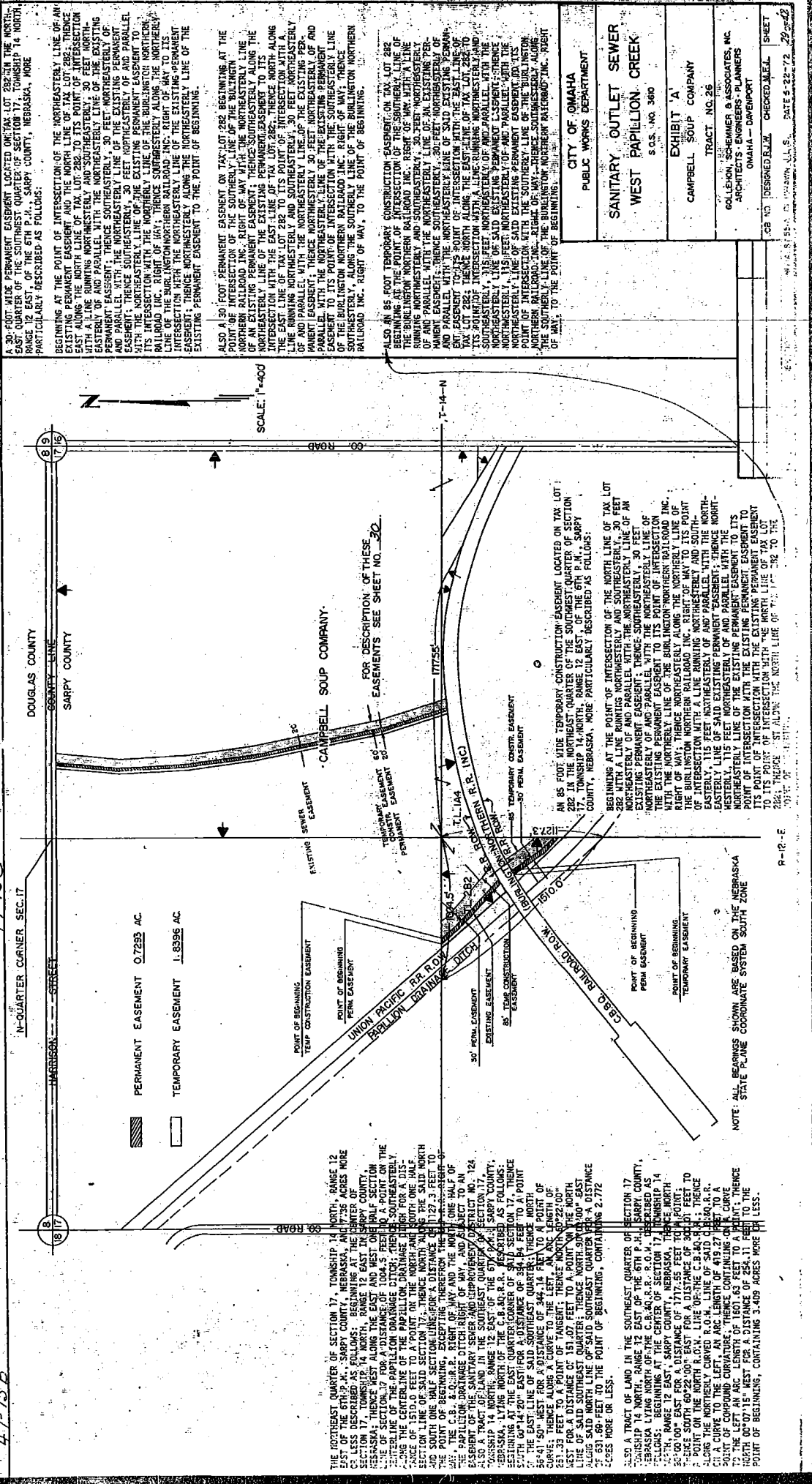
JOSEPH F. KOTLARZ  
General Notary State of Neb.  
MY COMMISSION EXPIRES  
October 20, 1977

My commission expires on \_\_\_\_\_.

47-15D

47-15C

47-15B



A 30-FOOT WIDE PERMANENT EASEMENT LOCATED ON TAX LOT 282 BEGINNING AT THE NORTH-EAST CORNER OF THE QUARTER CORNER SEC. 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, COUNTY OF SARPY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERN LINE OF AN EXISTING PERMANENT EASEMENT AND THE NORTH LINE OF TAX LOT 282; THENCE EAST ALONG THE NORTH LINE OF TAX LOT 282 TO THE POINT OF INTERSECTION OF SAID LINE OF TAX LOT 282 WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTHEASTERN LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE ALONG SAID LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY TO ITS INTERSECTION WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY ALONG THE EXISTING PERMANENT EASEMENT TO THE POINT OF BEGINNING.

ALSO A 30 FOOT PERMANENT EASEMENT ON TAX LOT 282 BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY ALONG THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT TO THE POINT OF INTERSECTION WITH THE EAST LINE OF TAX LOT 282; THENCE NORTH ALONG SAID LINE OF TAX LOT 282 TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHEASTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE SOUTHEASTERN LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY, TO THE POINT OF BEGINNING.

ALSO AN 85 FOOT TEMPORARY CONSTRUCTION EASEMENT ON TAX LOT 282 BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY WITH A LINE RUNNING NORTHEASTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF SAID EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF TAX LOT 282; THENCE NORTH ALONG THE EAST LINE OF TAX LOT 282 TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHEASTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF SAID EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY, TO THE POINT OF BEGINNING.

CITY OF OMAHA PUBLIC WORKS DEPARTMENT
SANITARY OUTLET SEWER WEST PAVILLION CREEK S.O.S. NO. 360
EXHIBIT 'A' CAMPBELL SOUP COMPANY
TRACT NO. 26 COLLETON, SCHEMME & ASSOCIATES, INC. ARCHITECTS-ENGINEERS-PLANNERS OMAHA - DAVENPORT
JOB NO. DESIGNED R. J. W. CHECKED M. E. L. SHEET DATE 5-22-72 20-40

SCALE: 1"=400'

FOR DESCRIPTION OF THESE EASEMENTS SEE SHEET NO. 47-15D

AN 85 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED ON TAX LOT 282 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, COUNTY OF SARPY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF TAX LOT 282 WITH A LINE RUNNING NORTHEASTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY TO THE POINT OF INTERSECTION WITH A LINE RUNNING NORTHEASTERLY AND SOUTHEASTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERN LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF TAX LOT 282; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF TAX LOT 282 TO THE POINT OF BEGINNING.

PERMANENT EASEMENT 0.7293 AC  
TEMPORARY EASEMENT 1.8396 AC

NOTE: ALL BEARINGS SHOWN ARE BASED ON THE NEBRASKA STATE PLANE COORDINATE SYSTEM SOUTH ZONE

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.S. SARPY COUNTY, NEBRASKA, AND 7/32 ACRES MORE OR LESS DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST IN SARPY COUNTY, NEBRASKA; THENCE WEST ALONG THE EAST AND WEST ONE HALF SECTION LINE OF SECTION 17 FOR A DISTANCE OF 1004.5 FEET TO A POINT ON THE LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE SOUTHWEST ALONG SAID LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY FOR A DISTANCE OF 1510.0 FEET TO A POINT ON THE NORTH AND SOUTH ONE HALF SECTION LINE OF SAID SECTION 17; THENCE NORTH ALONG SAID ONE HALF SECTION LINE OF SAID SECTION 17 FOR A DISTANCE OF 1127.3 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST AND WEST ONE HALF SECTION OF SAID SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.S. SARPY COUNTY, NEBRASKA, LYING NORTH OF THE C.B. & Q. R.R. DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTHWEST ALONG SAID SECTION LINE OF SAID SECTION 17 FOR A DISTANCE OF 1127.3 FEET TO A POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 36-41'50" WEST FOR A DISTANCE OF 344.14 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 231.33 FEET TO A POINT OF TANGENT; THENCE NORTH 60°22'00" WEST FOR A DISTANCE OF 151.07 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 17; THENCE SOUTHWEST ALONG SAID NORTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 631.50 FEET TO THE POINT OF BEGINNING, CONTAINING 2.772 ACRES MORE OR LESS.

3.50 A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.S. SARPY COUNTY, NEBRASKA, LYING NORTH OF THE C.B. & Q. R.R. DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, SARPY COUNTY, NEBRASKA; THENCE NORTH 35°00'00" EAST FOR A DISTANCE OF 1717.55 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF 300.00 FEET TO A POINT OF TANGENT; THENCE NORTH 60°22'00" WEST FOR A DISTANCE OF 151.07 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 17; THENCE SOUTHWEST ALONG SAID NORTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 631.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.409 ACRES MORE OR LESS.

