

200 100 205
FILED SARY CO., NE
BOOK 58 P. 162
PAGE 162

GRANT OF EASEMENT

1985 JAN 30 AM 9:01

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, BARRINGTON CLAGE SIMPSON, CLAGE SIMPSON & ASSOCIATES, INC., REGISTERED PROFESSIONAL ENGINEER OF NEBRASKA, for PARTNERSHIP, being sometimes hereinafter referred to as Grantor, for and in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, its successors and assigns, including but not in limitation of the foregoing, the City of Papillion and any and all contractors working for the said Sanitary and Improvement District or the said City of Papillion, the said Grantees being sometimes hereinafter referred to as Grantee, an easement and right-of-way to construct, build, repair and reconstruct a sanitary sewer for the passage of sewage in, through, over and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by Grantor, his or its, heirs, successors and assigns without express approval of the Grantee. Any trees, grass and shrubbery placed on said easement shall be maintained by Grantee, his or its, heirs, successors and assigns.

Said Grantee shall cause any trench made on the aforesaid property to be properly refilled and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a net and orderly condition.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and his or its heirs, executors, administrators, successors and assigns does or do confirm with the

Per 00916

20-10-11
said Grantee and its assigns, that it is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, its heirs, executors, administrators, successors and assigns, warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement shall run with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

This Grant of Easement is conveyed by the undersigned to the said Grantee, its successors and assigns, together with the right of ingress and egress from and to said premises for the purpose of constructing said sewer pipelines and mains.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this 2nd day of December, 1984.

BARRINGTON PLACE LIMITED
PARTNERSHIP

By: [Signature]
OLD DOMINION LAND COMPANY,
a Nebraska corporation

By: [Signature]

SANITARY AND IMPROVEMENT DISTRICT
NO. 131 OF SARPY COUNTY, NEBRASKA

By: [Signature]
Chairman

ATTEST:

[Signature]
Clerk

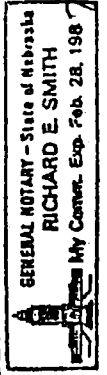
58-162B

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, President of Old Dominion Land Company, a Nebraska corporation, to me personally known to be the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

Richard E. Smith
Notary Public

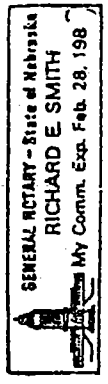


STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, to me known to be the Chairman of Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, and the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said District.

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

Richard E. Smith
Notary Public



28-162C

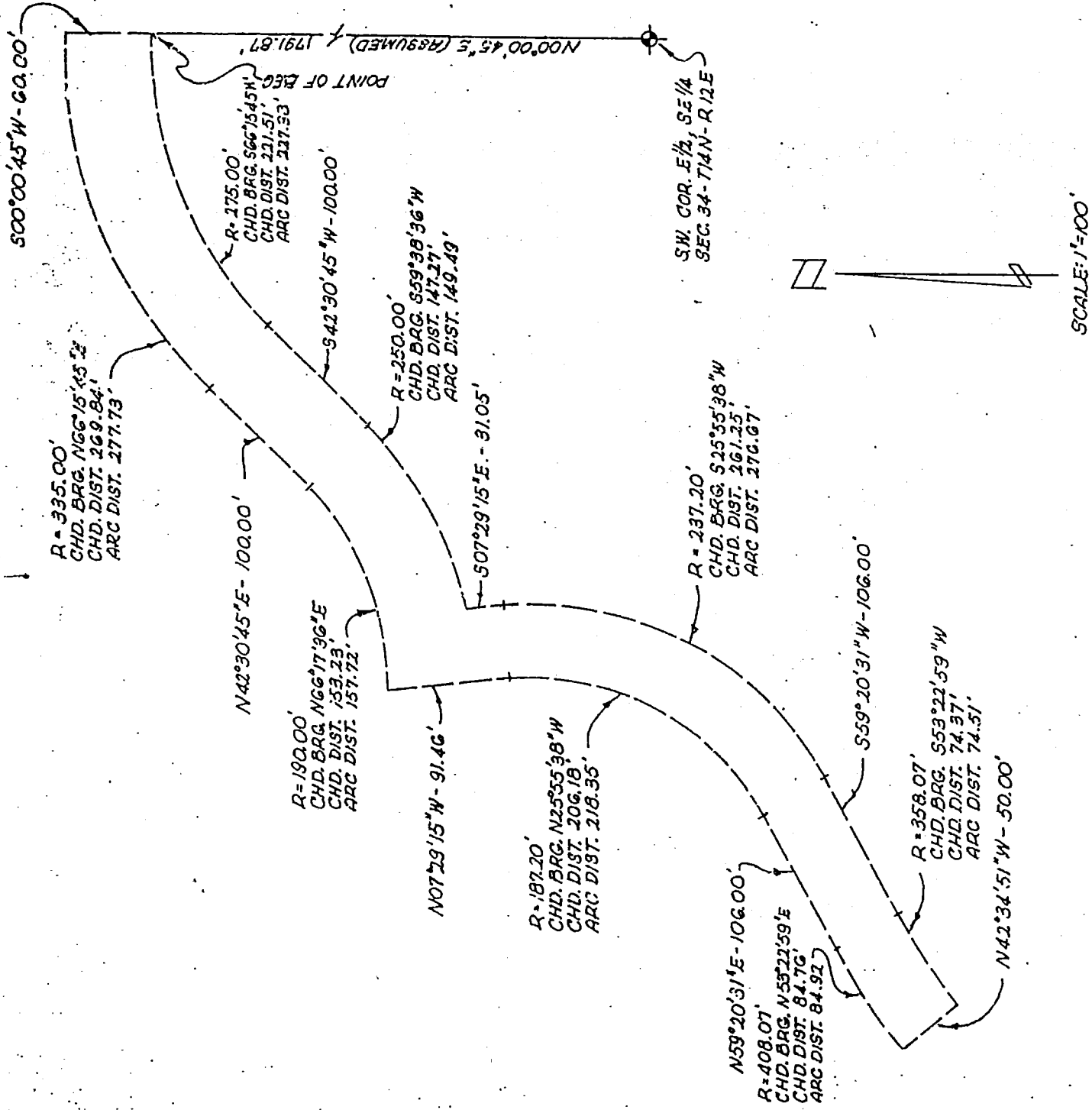
Legal Description:

A permanent sanitary sewer easement located in the SE $\frac{1}{4}$ of Section 34, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the SW corner of the East $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence N00°00'45"E, (assumed bearing) on the West line of the East $\frac{1}{4}$ of said SE $\frac{1}{4}$, 1791.87 feet to the point of beginning; thence Southwesterly on a 275.00 foot radius curve to the left, chord bearing S66°15'45"W, chord distance 221.51 feet, an arc distance of 227.98 feet; thence S42°30'45"W, 100.00 feet; thence Southwesterly on a 250.00 foot radius curve to the right, chord bearing S59°38'36"W, chord distance 147.27 feet, an arc distance of 149.49 feet; thence S07°29'15"E, 31.05 feet; thence Southwesterly on a 237.20 foot curve to the right, chord bearing S25°55'38"W, chord distance 261.25 feet, an arc distance of 276.67 feet; thence S59°20'31"W, 196.00 feet; thence Southwesterly on a 358.07 foot radius curve to the left, chord bearing S53°22'59"W, chord distance 74.37 feet, an arc distance of 74.51 feet; thence N42°34'51"W, 50.00 feet; thence Northeasterly on a 408.07 foot radius curve to the right, chord bearing N53°22'59"E, chord distance 84.76 feet, an arc distance of 84.92 feet; thence N59°20'31'E, 106.00 feet; thence Northwesterly on a 187.20 foot radius curve to the left, chord bearing N25°55'38"W, chord distance 206.18 feet, an arc distance of 218.35 feet; thence N07°29'15"W, 91.45 feet; thence Northeasterly on a 190.00 foot radius curve to the left, chord bearing N66°17'36"E, chord distance 153.23 feet, an arc distance of 157.72 feet; thence N42°30'45"E, 100.00 feet; thence Northeasterly on a 335.00 foot radius curve to the right, chord bearing N66°15'45"E, chord distance 269.84 feet, an arc distance of 277.73 feet to the West line of the East $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence S00°00'45"W on the West line of the East $\frac{1}{4}$ of said SE $\frac{1}{4}$, 60.00 feet to the point of beginning; containing 47,541 square feet, more or less.

EXHIBIT "A"

58-162D

PERM. SANITARY SEWER EASEMENT



98-27929

FILED SAKRY CO. NE.

INSTRUMENT NUMBER

98-027029

98 OCT -2 PM 2:16

Charles A. Pool
REGISTER OF DEEDS

Counter SK
 Verify SK
 D.E. SK
 Proof SK
 Fees 13.00
 Ck Cash Chg

PERMANENT STORM SEWER EASEMENT

THAT Barrington Place Limited Partnership, a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto BARRINGTON PLACE LIMITED PARTNERSHIP hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a storm sewer for the transmission of storm waters over, under and through that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purposes of constructing, installing, maintaining or operating said storm sewer at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the GRANTEE. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, installing, maintaining or operating said storm sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEE 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 installation.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE; or its agent; and that the GRANTEE, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 25 day of August, 1998.



STATE OF NEBRASKA)
) ss
COUNTY OF SARFIS)

The foregoing instrument was acknowledged before me this 25 day of August, 1998 by Charles A. Pool, Vice-President of Old Dominion Land Company, General Partner of Barrington Place Limited Partnership.

GRANTOR: BARRINGTON PLACE LIMITED PARTNERSHIP,
A Nebraska Limited Partnership

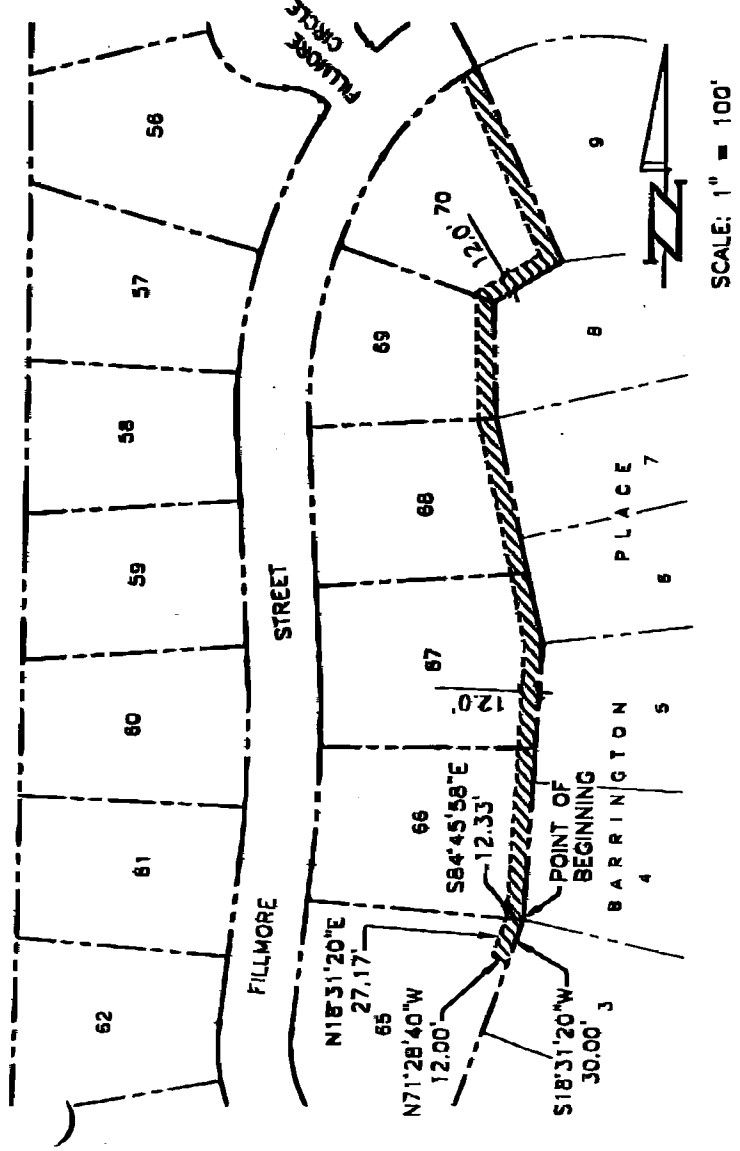
By: Charles A. Pool
Charles A. Pool, Vice-President

John C. Heck
Notary Public

027029

98-27929A
STREET

90th



LEGAL DESCRIPTION

THE EASTERLY 12.00 FEET OF LOTS 66 THRU 70, BARRINGTON PLACE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, TOGETHER WITH THAT PART OF LOT 65, SAID BARRINGTON PLACE, DESCRIBED AS FOLLOWS; BEGINNING AT THE NE CORNER OF SAID LOT 65;

THENCE S18°31'20"W (ASSUMED BEARING) 30.00 FEET ON THE EASTERLY LINE OF SAID LOT 65;

THENCE N71°28'40"W 12.00 FEET;

THENCE N18°31'20"E 27.17 FEET ON A LINE 12.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 65 TO THE NORTH LINE THEREOF;

THENCE S84°45'58"E 12.33 FEET ON THE NORTH LINE OF SAID LOT 65 TO THE POINT OF BEGINNING.

BARRINGTON PARK LIMITED PARTNERSHIP TD2 FILE NO. 492113EA.DWG DATE: AUGUST 3, 1998 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"

0 10 25
FILES - SARPX. CO., NE
BOOK 58 of Misc. Rec
PAGE 162

GRANT OF EASEMENT

1985 JAN 30 AM 9:01

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, BARRINGTON *(Large Initials)* ^{GRACE SIMPSON} _{REGISTERED} PARTNERSHIP, being sometimes hereinafter referred to as Grantor, for and in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, its successors and assigns, including but not in limitation of the foregoing, the City of Papillion and any and all contractors working for the said Sanitary and Improvement District or the said City of Papillion, the said Grantees being sometimes hereinafter referred to as Grantee, an easement and right-of-way to construct, build, repair and reconstruct a sanitary sewer for the passage of sewage in, through, over and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by Grantor, his or its, heirs, successors and assigns without express approval of the Grantee. Any trees, grass and shrubbery placed on said easement shall be maintained by Grnator, his or its, heirs, successors and assigns.

Said Grantee shall cause any trench made on the aforesaid property to be properly refilled and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a net and orderly condition.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and his or its heirs, executors, administrators, successors and assigns does or do confirm with the

(Signature) 00916

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said Grantee and its assigns, that it is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, its heirs, executors, administrators, successors and assigns, warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement shall run with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

This Grant of Easement is conveyed by the undersigned to the said Grantee, its successors and assigns, together with the right of ingress and egress from and to said premises for the purpose of constructing said sewer pipelines and mains.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this 2nd day of December, 1984.

BARRINGTON PLACE LIMITED
PARTNERSHIP

By: [Signature]
OLD DOMINION LAND COMPANY,
a Nebraska corporation

By: [Signature]

SANITARY AND IMPROVEMENT DISTRICT
NO. 131 OF SAPPY COUNTY, NEBRASKA

By: [Signature]
Chairman

ATTEST:

[Signature]
Clerk

58-1625

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, President of Old Dominion Land Company, a Nebraska corporation, to me personally known to be the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

Richard E. Smith
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, to me known to be the Chairman of Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, and the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said District.

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

Richard E. Smith
Notary Public



28-162C

Legal Description:

A permanent sanitary sewer easement located in the SE $\frac{1}{4}$ of Section 34, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the SW corner of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence N00°00'45"E, (assumed bearing) on the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$, 1791.87 feet to the point of beginning; thence Southwesterly on a 275.00 foot radius curve to the left, chord bearing S66°15'45"W, chord distance 221.51 feet, an arc distance of 227.98 feet; thence S42°30'45"W, 100.00 feet; thence Southwesterly on a 250.00 foot radius curve to the right, chord bearing S59°38'36"W, chord distance 147.27 feet, an arc distance of 149.49 feet; thence S07°29'15"E, 31.05 feet; thence Southwesterly on a 237.20 foot curve to the right, chord bearing S25°55'38"W, chord distance 261.25 feet, an arc distance of 276.67 feet; thence S59°20'31"W, 196.00 feet; thence Southwesterly on a 358.07 foot radius curve to the left, chord bearing S53°22'59"W, chord distance 74.37 feet, an arc distance of 74.51 feet; thence N42°34'51"W, 50.00 feet; thence Northeasterly on a 408.07 foot radius curve to the right, chord bearing N53°22'59"E, chord distance 84.76 feet, an arc distance of 84.92 feet; thence N59°20'31'E, 106.00 feet; thence Northwesterly on a 187.20 foot radius curve to the left, chord bearing N25°55'38"W, chord distance 206.18 feet, an arc distance of 218.35 feet; thence N07°29'15"W, 91.45 feet; thence Northeasterly on a 190.00 foot radius curve to the left, chord bearing N66°17'36"E, chord distance 153.23 feet, an arc distance of 157.72 feet; thence N42°30'45"E, 100.00 feet; thence Northeasterly on a 335.00 foot radius curve to the right, chord bearing N66°15'45"E, chord distance 269.84 feet, an arc distance of 277.73 feet to the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence S00°00'45"W on the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$, 60.00 feet to the point of beginning; containing 47,541 square feet, more or less.

Exhibit "A"

FILED, SARGY CO. NE.
INSTRUMENT NUMBER
98-029018

98 OCT 15 AM 10:10

Steve J. Hawkins
REGISTER OF DEEDS

August 26, 1998

Doc. # _____

RIGHT-OF-WAY EASEMENT

Barrington Place Limited Partnership, a Nebraska Limited Partnership,
By Old Dominion Land Company, a Nebraska Corporation, its General Partner
Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

lots 55, 56, 57, 58 and 59 of Barrington Place, a subdivision as surveyed, planted and recorded in Sargy County, Nebraska.

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, hereafter referred to as "District", 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 Exhibit "A" on the reverse side hereof for sketch and legal description of the 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/her/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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 31st day of August, 1998.

OWNERS SIGNATURE(S)

Arthur D. Grube Pres

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

029018

98-29018
Counter Ka
Verify Dy
D.E. ms
Proof ms
Fee \$ 12.50
CH Cash CRG PPD

98-29018A

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 31st day of August, 1998,
before me the undersigned, a Notary Public in and for said
County, personally came Arthur D

Gabe
President of Old Dominion
Land Company 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 the date above written.

Joseph C. Travis
NOTARY PUBLIC

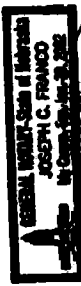
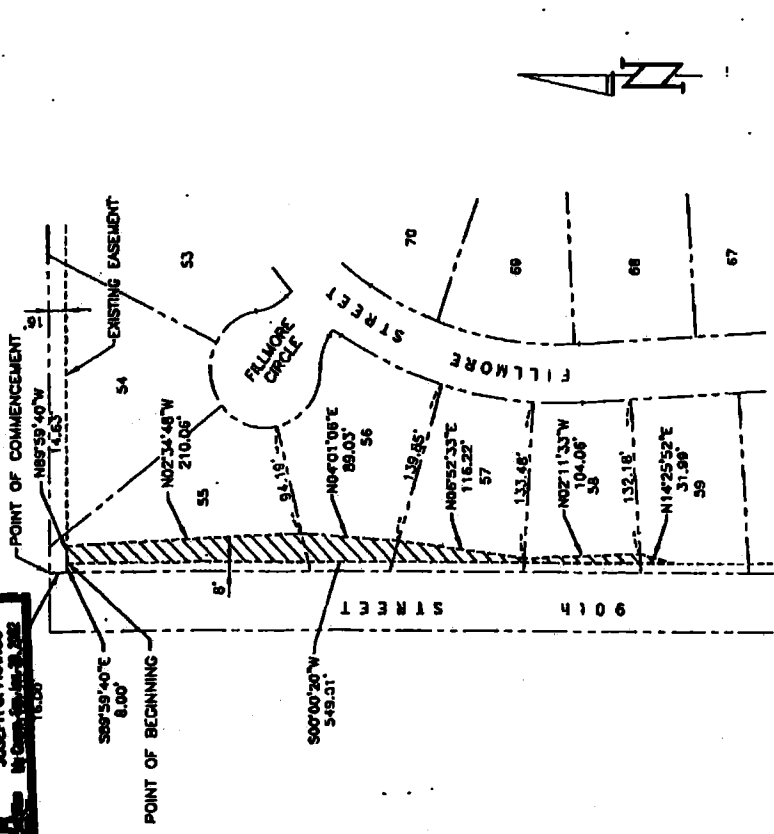


Exhibit "A"

NOTARY PUBLIC



LEGAL DESCRIPTION

THAT PART OF LOTS 55 THRU 59, INCLUSIVE, BARRINGTON PLACE, A SUBDIVISION AS SURVEYED,
PLATTED AND RECORDED IN SARY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID LOT 55; THENCE S00°00'20"W (ASSUMED BEARING) 16.00
FEET ON THE WEST LINE OF SAID LOT 55; THENCE S89°59'40"E 8.00 FEET TO THE POINT OF
BEGINNING; THENCE S00°00'20"W 549.01 FEET ON A LINE 8.00 FEET EAST OF AND PARALLEL WITH THE
WEST LINES OF SAID LOTS 55 THRU 59 INCLUSIVE; THENCE N14°25'52"E 31.99 FEET TO THE NORTH
LINE OF SAID LOT 59; THENCE N02°11'33"W 104.06 FEET TO THE NORTH LINE OF SAID LOT 58;
THENCE N06°52'33"E 116.22 FEET TO THE NORTH LINE OF SAID LOT 57; THENCE N04°01'06"E 89.03
FEET TO THE NORTH LINE OF SAID LOT 56; THENCE N02°34'48"W 210.06 FEET; THENCE N89°59'40"W
14.63 FEET ON A LINE 16.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 55
TO THE POINT OF BEGINNING.

BARRINGTON PLACE
THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, DUMAHA, NEBRASKA 68154, 402-330-8860
TD2 FILE NO. 492-113-E DATE: AUG. 21, 1998

Distribution Engineer _____ Date _____
Section SE 1/4 34 Township 14 North, Range 12 East Sary County.
Salesman Wilkins Engineer Kesling Est. # 970235701 W.O.# M1 6646

8-16-22
FILED
1905
PAGE 162

GRANT OF EASEMENT

1905 JAN 30 AM 9 01

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, BARRINGTON PLACE ^{REPRESENTATIVE OF SAID} PARTNERSHIP, being sometimes hereinafter referred to as Grantor, for and in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, its successors and assigns, including but not in limitation of the foregoing, the City of Papillion and any and all contractors working for the said Sanitary and Improvement District or the said City of Papillion, the said Grantees being sometimes hereinafter referred to as Grantee, an easement and right-of-way to construct, build, repair and reconstruct a sanitary sewer for the passage of sewage in, through, over and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by Grantor, his or its, heirs, successors and assigns without express approval of the Grantee. Any trees, grass and shrubbery placed on said easement shall be maintained by Grnator, his or its, heirs, successors and assigns.

Said Grantee shall cause any trench made on the aforesaid property to be properly refilled and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a net and orderly condition.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and his or its heirs, executors, administrators, successors and assigns does or do confirm with the

DeWitt
00916

58-162A

said Grantee and its assigns, that it is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, its heirs, executors, administrators, successors and assigns, warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement shall run with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

This Grant of Easement is conveyed by the undersigned to the said Grantee, its successors and assigns, together with the right of ingress and egress from and to said premises for the purpose of constructing said sewer pipelines and mains.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this 2nd day of December, 1984.

BARRINGTON PLACE LIMITED
PARTNERSHIP

By: [Signature]
a Nebraska corporation

SANITARY AND IMPROVEMENT DISTRICT
NO. 131 OF SARPY COUNTY, NEBRASKA

By: [Signature]
Chairman

ATTEST:

[Signature]
Clerk

58-162B

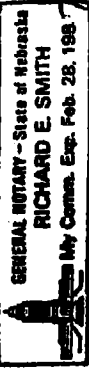
STATE OF NEBRASKA)
)
COUNTY OF SARPY)

ss.

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came CHARLES A. POOL, President of Old Dominion Land Company, a Nebraska corporation, to me personally known to be the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

Richard E. Smith
Notary Public



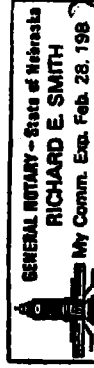
STATE OF NEBRASKA)
)
COUNTY OF SARPY)

ss.

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, to me known to be the Chairman of Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, and the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said District.

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

Richard E. Smith
Notary Public

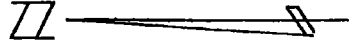
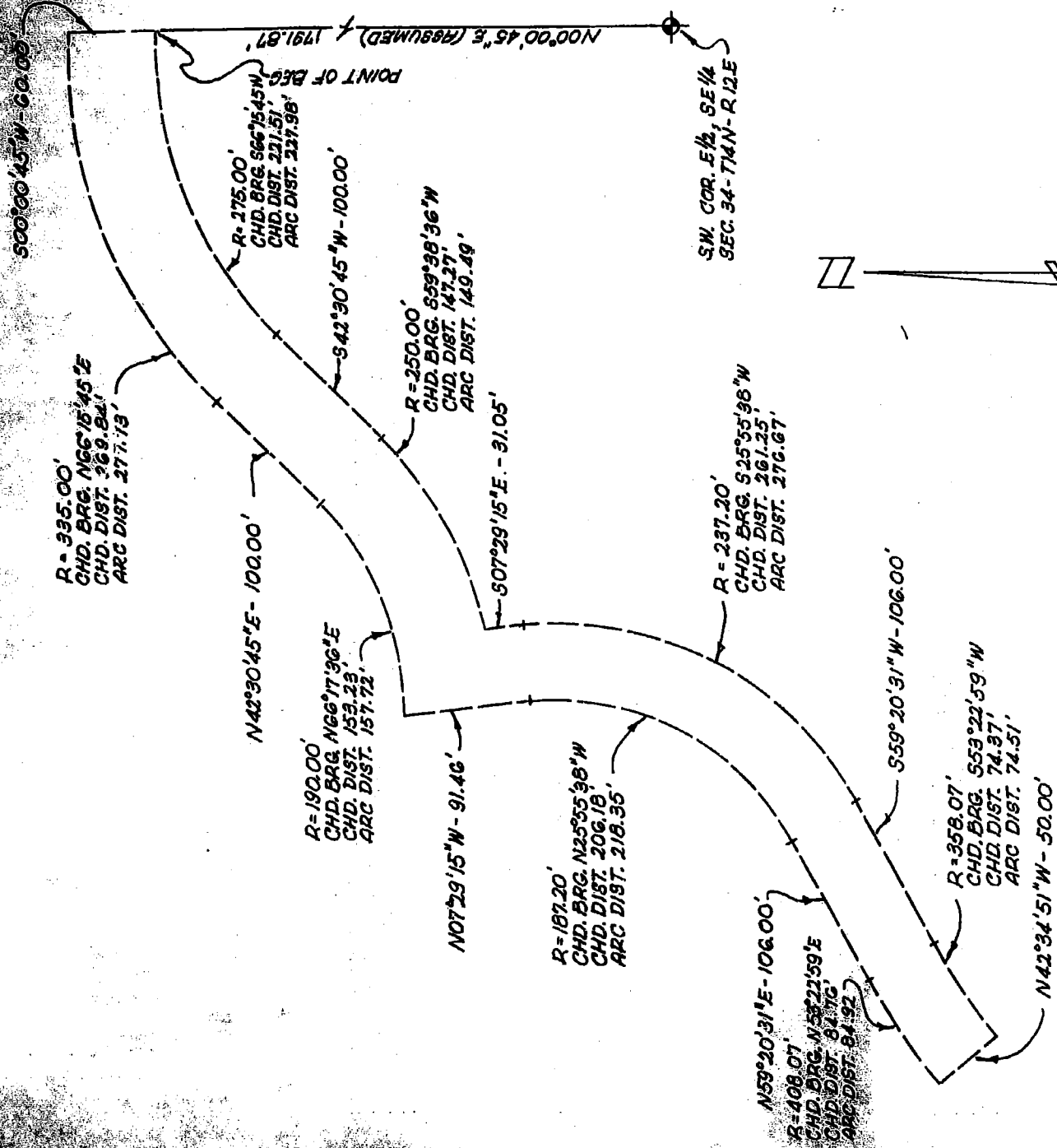


58-1620

Legal Description:

A permanent sanitary sewer easement located in the SE $\frac{1}{4}$ of Section 34, T14N, R12E of the 6th P.M., Saffo County, Nebraska, more particularly described as follows: Commencing at the SW corner of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence N00°00'45"E, (assumed bearing) on the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$, 1791.87 feet to the point of beginning; thence Southwesterly on a 275.00 foot radius curve to the left, chord bearing S86°15'45"W, chord distance 221.51 feet, an arc distance of 27.98 feet; thence S42°30'45"W, 100.00 feet; thence Southwesterly on a 250.00 foot radius curve to the right, chord bearing S59°38'36"W, chord distance 147.27 feet, an arc distance of 149.49 feet; thence S07°29'15"E, 31.05 feet; thence Southwesterly on a 237.20 foot curve to the right, chord bearing S25°55'38"W, chord distance 261.25 feet, an arc distance of 276.67 feet; thence S59°20'31"W, 106.00 feet; thence Southwesterly on a 358.07 foot radius curve to the left, chord bearing S53°22'59"W, chord distance 74.37 feet, an arc distance of 74.51 feet; thence N42°34'51"W, 50.00 feet; thence Northeasterly on a 408.07 foot radius curve to the right, chord bearing N53°22'59"E, chord distance 84.76 feet, an arc distance of 84.92 feet; thence N59°20'31'E, 106.00 feet; thence Northwesterly on a 187.20 foot radius curve to the left, chord bearing N25°55'38"W, chord distance 206.18 feet, an arc distance of 218.35 feet; thence N07°29'15"W, 91.46 feet; thence Northeasterly on a 190.00 foot radius curve to the left, chord bearing N66°17'36"E, chord distance 153.23 feet, an arc distance of 157.72 feet; thence N42°30'45"E, 100.00 feet; thence Northeasterly on a 335.00 foot radius curve to the right, chord bearing N66°15'45"E, chord distance 269.84 feet, an arc distance of 277.73 feet to the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence S00°00'45"W on the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$, 60.00 feet to the point of beginning; containing 47,541 square feet, more or less.

PERM. SANITARY SEWER EASEMENT



SCALE: 1"=100'

99-12131

FILED SAPPY CO. NE.

INSTRUMENT NUMBER

99-012131

99 APR 23 PM 2: 01

Countersigned
Verify: *[Signature]*
Book: *1550*
Page: *1550*
Sub: *1550*
Date: *4/23/99*

[Signature]
REGISTER OF DEEDS

SANITARY SEWER, WATER LINES AND OTHER PUBLIC UTILITIES EASEMENT

THAT Barrington Limited Partnership, a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 207 of Sappy County, Nebraska, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a system of sanitary and storm sewers, electrical lines, and water mains for the transmission of sanitary sewage, storm waters, sewers, water and electricity over, under and through that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, 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 improvements at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, her or their successors and assigns without express approval of the GRANTEE. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said improvements, except that damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. This easement is also for the benefit of any contractor, agent, employec, or representative of the GRANTEE and any of said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEE 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.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.
7. GRANTOR understands that in the event of annexation by the City of Papillion, then this easement shall transfer to the City.

Delivered to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144-4482

012131

[Signature]

99-12131 A

IN WITNESS WHEREOF, GRANTOR has executed this easement this ____ day of _____ 1999.

GRANTOR: BARRINGTON LIMITED PARTNERSHIP, A Nebraska Limited Partnership

BY OLD DOMINION LAND COMPANY GENERAL PARTNER

By: [Signature] v.p. Title

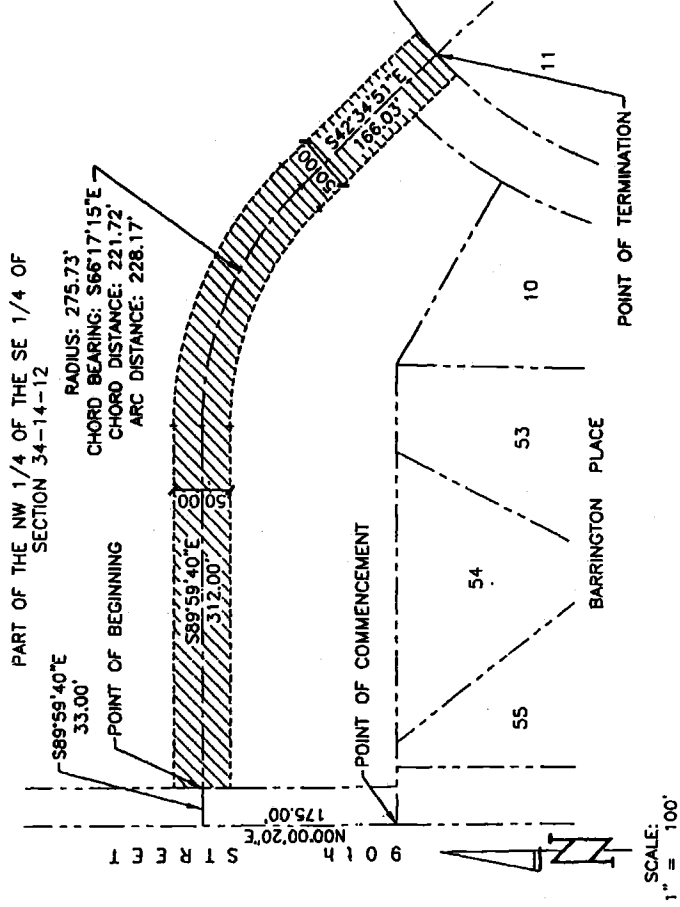
STATE OF NEBRASKA)) ss))
COUNTY OF _____))

The foregoing instrument was acknowledged before me this 22 day of April, 1999 by Michael Paul Old Dominion Land Company, General Partner of Barrington Limited Partnership.



[Signature]
Notary Public

99-12131 B



LEGAL DESCRIPTION

A 50.00 FOOT WIDE STRIP OF LAND LYING IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF BARRINGTON PLACE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID SARPY COUNTY; THENCE N00°00'20"E (ASSUMED BEARING) 175.00 FEET ON THE WESTERLY LINE OF SAID WEST 1/2; THENCE S89°59'40"E 33.00 FEET ON A LINE 175.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BARRINGTON PLACE TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'40"E 312.00 FEET ON A LINE 175.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BARRINGTON PLACE; THENCE SOUTHEASTERLY ON A 275.73 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S66°17'15"E, CHORD DISTANCE 221.72 FEET, AN ARC DISTANCE OF 228.17 FEET; THENCE S42°34'51"E 166.03 FEET TO THE NW CORNER OF LOT 11, SAID BARRINGTON PLACE AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 50.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID LOT 11 AND ITS NORTHEASTERLY EXTENSION.

BARRINGTON PLACE LIMITED PARTNERSHIP

TD2 FILE NO. 1136-101-E1

DATE: APRIL 5, 1999

THOMPSON, GRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

KNOW ALL MEN BY THESE PRESENTS:

THAT We, Raymond S. Fase and Leona W. Fase, husband and wife

of the County of _____ and State of _____ for and in consideration of the sum of One Thousand and 00/100 ----- (\$1,000.00) ----- DOLLARS

in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA the following described real estate situated in Sarpy County, and State of Nebraska, to-wit:

A tract of land located in the West Half of the Southeast Quarter of Section 34, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the center quarter corner of said Section 34; thence easterly on the North line of the West Half of the Southeast Quarter of said Section 34 a distance of 1,319.0 feet to the northeast corner of said West Half of the Southeast Quarter; thence southerly on the East line of said West Half of the Southeast Quarter a distance of 21.7 feet; thence westerly a distance of 1,318.5 feet to a point on the West line of said West Half of the Southeast Quarter; thence northerly on said West line a distance of 36.5 feet to the point of beginning, containing 1.03 acres, more or less, which includes 0.03 acre, more or less, previously occupied as a public highway, the remaining 1.00 acre, more or less, being the additional acreage hereby secured.

The above described tract shall be part of a controlled access facility as defined in Section 39-1302(6) Revised Statutes of Nebraska, 1943, 1957 Cumulative Supplement and the remainder of said West Half of the Southeast Quarter of Section 34-14-12 East of the 6th P.M., Sarpy County, Nebraska, which by reason of the taking herein described now abuts on a highway where none existed theretofore is subject to the provisions of Section 39-1329 Revised Statutes of Nebraska, 1957 Cumulative Supplement except over the existing public roads.



Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska, on this 22 day of April 19 60. at 10 A. M., Esther Ruffi, County Clerk.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereto belonging, unto the said The State of Nebraska and to its successors and assigns forever.

And we do hereby covenant with the said Grantee and with its successors and assigns that we are lawfully seized of said premises; that they are free from encumbrances

that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Leona W. Fase hereby relinquishes all her rights of every name and kind

Signed this 26th day of March A.D. 19 60 Raymond S. Fase
in presence of Leona W. Fase

[Signature]

[Signature]
[Signature]

58-16-2-255

PLANNED DEVELOPMENT, INC., NE
5006528 17th Ave. SW

PAGE 162

NOV 30 AM 9 01

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, BARRINGTON PLACE PARTNERSHIP, being sometimes hereinafter referred to as Grantor, for and in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, its successors and assigns, including but not in limitation of the foregoing, the City of Papillion and any and all contractors working for the said Sanitary and Improvement District or the said City of Papillion, the said Grantees being sometimes hereinafter referred to as Grantee, an easement and right-of-way to construct, build, repair and reconstruct a sanitary sewer for the passage of sewage in, through, over and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by Grantor, his or its, heirs, successors and assigns without express approval of the Grantee. Any trees, grass and shrubbery placed on said easement shall be maintained by Grnator, his or its, heirs, successors and assigns.

Said Grantee shall cause any trench made on the aforesaid property to be properly refilled and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a net and orderly condition.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and his or its heirs, executors, administrators, successors and assigns does or do confirm with the

00916

58-162A

said Grantee and its assigns, that it is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, its heirs, executors, administrators, successors and assigns, warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons. This easement shall run with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

This Grant of Easement is conveyed by the undersigned to the said Grantee, its successors and assigns, together with the right of ingress and egress from and to said premises for the purpose of constructing said sewer pipelines and mains.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this 2nd day of December, 1984.

BARRINGTON PLACE LIMITED
PARTNERSHIP

BY: [Signature]
OLD DOMINION LAND COMPANY,
a Nebraska corporation

SANITARY AND IMPROVEMENT DISTRICT
NO. 131 OF SARGEY COUNTY, NEBRASKA

BY: [Signature]
Chairman

ATTEST:

[Signature]
Clerk

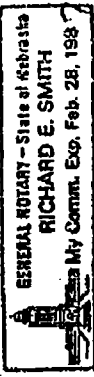
58-162B

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, President of Old Dominion Land Company, a Nebraska corporation, to me personally known to be the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

Richard E. Smith
Notary Public

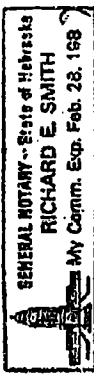


STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally came Charles A. Pool, to me known to be the Chairman of Sanitary and Improvement District No. 131 of Sarpy County, Nebraska, and the identical person who executed the foregoing instrument and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said District.

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

Richard E. Smith
Notary Public



57-1620

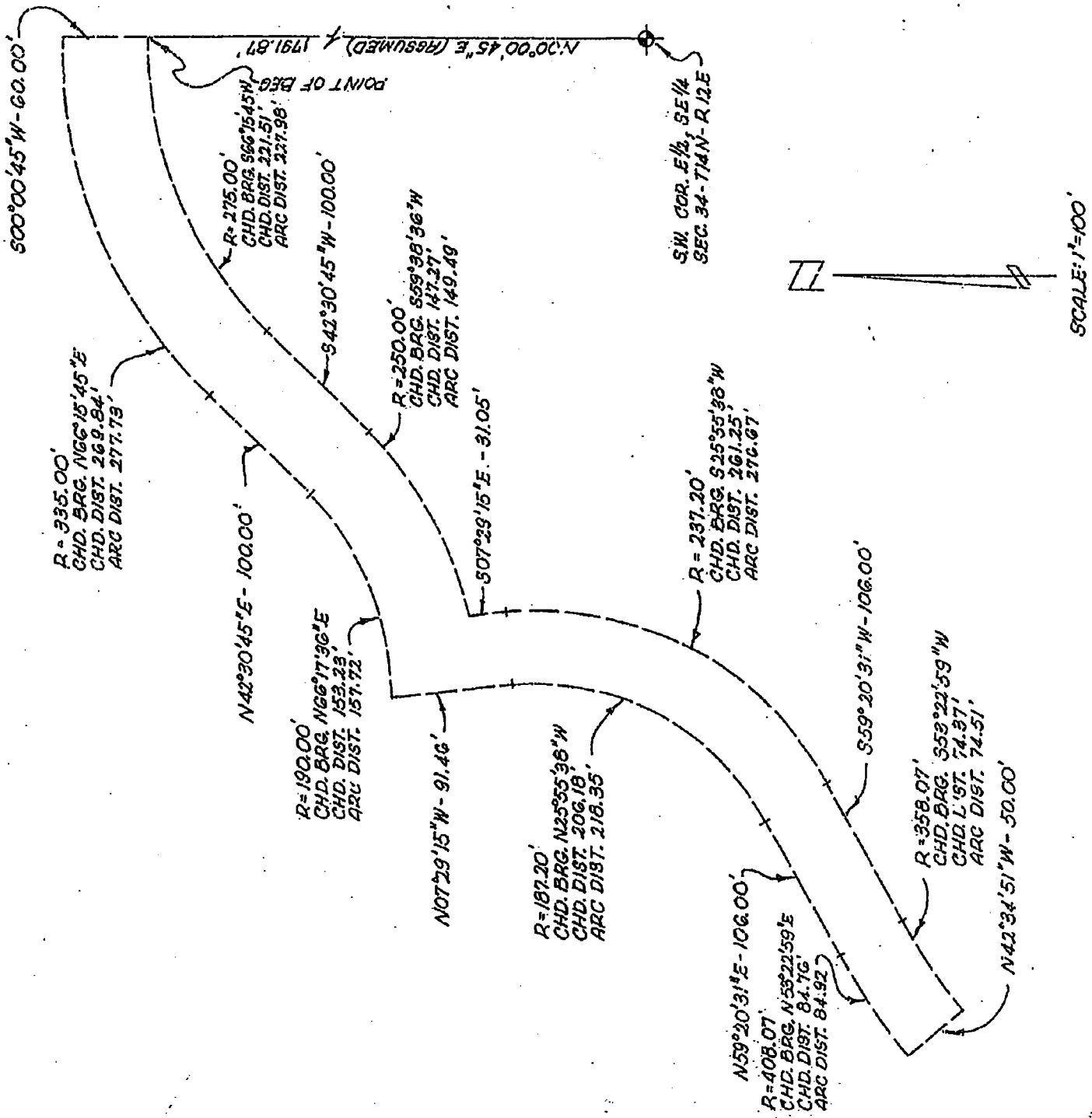
Legal Description:

A permanent sanitary sewer easement located in the SE $\frac{1}{4}$ of Section 34, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the SW corner of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence N00°00'45"E, (assumed bearing) on the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$, 1791.87 feet to the point of beginning; thence Southwesterly on a 275.00 foot radius curve to the left, chord bearing S66°15'45"W, chord distance 221.51 feet, an arc distance of 227.98 feet; thence S42°30'45"W, 100.00 feet; thence Southwesterly on a 250.00 foot radius curve to the right, chord bearing S59°38'36"W, chord distance 147.27 feet, an arc distance of 142.49 feet; thence S07°29'15"E, 31.05 feet; thence Southwesterly on a 237.20 foot curve to the right, chord bearing S25°55'38"W, chord distance 261.25 feet, an arc distance of 276.67 feet; thence S59°20'31"W, 106.00 feet; thence Southwesterly on a 358.07 foot radius curve to the left, chord bearing S53°22'59"W, chord distance 74.37 feet, an arc distance of 74.51 feet; thence N42°34'51"W, 50.00 feet; thence Northeasterly on a 408.07 foot radius curve to the right, chord bearing N53°22'59"E, chord distance 84.76 feet, an arc distance of 84.92 feet; thence N59°20'31'E, 106.00 feet; thence Northwesterly on a 187.20 foot radius curve to the left, chord bearing N25°55'38"W, chord distance 206.18 feet, an arc distance of 218.35 feet; thence N07°29'15"W, 91.46 feet; thence Northwesterly on a 190.00 foot radius curve to the left, chord bearing N66°17'36"E, chord distance 153.23 feet, an arc distance of 157.72 feet; thence N42°30'45"E, 100.00 feet; thence Northeasterly on a 335.00 foot radius curve to the right, chord bearing N66°15'45"E, chord distance 269.84 feet, an arc distance of 277.73 feet to the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence S00°00'45"W on the West line of the East $\frac{1}{2}$ of said SE $\frac{1}{4}$, 60.00 feet to the point of beginning; containing 47,541 square feet, more or less.

Exhibit "A"

58-162D

PERM. SANITARY SEWER EASEMENT



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 19969

2000 AU 11 PM 2:00

Steve J. Sandberg
REGISTER OF DEEDS

Counter 3 *VM*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 15.50
ck Cash Chg
25437

RELEASE OF EASEMENT

The undersigned, City of Papillion, the successor of Sanitary and Improvement District No. 131 of Sarpy County, Nebraska ("SID #131"), does hereby release that certain easement made by Barrington Place Limited Partnership in favor of SID #131 on December 2, 1984 and filed in the office of the Register of Deeds of Sarpy County, Nebraska on January 30, 1985 in Book 56 of Miscellaneous Records at Page 162 on the following described property, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, the City of Papillion has hereunto set its hand this 12th day of



ATTORNEY GENERAL
Christine A. Nyse
Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

CITY OF PAPIILLION

By: *Dorise Bennett*
Mayor

The foregoing instrument was acknowledged before me this 12 day of June, 2000 by *Joanette Zach*, the Mayor of the City of Papillion.



Joanette Zach
Notary Public

Return to: *R+E*
FULLERTON, DOYLE & JOHNSON
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4403
Dickie

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...amity ...ment located in the SE $\frac{1}{4}$ of Section 34, T14N, R12E ...
...more particularly described as follows:
...the East $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence N00°00'45"W, ...
...of the East $\frac{1}{4}$ of said SE $\frac{1}{4}$, 1791.87 feet to the
...Southwesterly on a 275.00 foot radius curve to the
...thence S59°38'36"W, chord distance 221.51 feet, an arc distance of
...Southwesterly on a 250.00
...thence S07°29'15"E, 31.05 feet; thence
...chord bearing S25°55'38"W,
...an arc distance of 74.51 feet;
...thence S59°20'31"W,
...chord distance 74.37 feet, an arc distance of 408.07 foot radius curve
...thence N53°22'59"E, chord distance 84.76 feet, an arc
...thence N59°20'31"E, 106.00 feet; thence Northwesterly on a
...chord bearing N25°55'38"W, chord distance
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...60.00 feet to the point of beginning;
...47,541 square feet, more or less.

2000-19969B

