



## PERMANENT SEWER EASEMENT

This Indenture and Grant of Easement made this 9 day of May, 1972, between Herman Labs and Mary E. Labs, husband and wife <sup>MAY</sup> hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 65 of Sarpy County, Nebraska, hereinafter referred to as "SID", and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

## WITNESSETH:

That said Grantors in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to Grantors in hand paid by said SID, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said SID and City and their assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary or storm sewer pipe or both for the passage of water and sewage, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, in, through, over and under the parcel of land described as follows, to-wit:

A 40 foot wide permanent sewer and drainage easement 10 feet left and 30 feet right of the following described centerline in the NW 1/4, NW 1/4 of Section 20, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence N88°54'03"E (assumed bearing) along the North line of the NW 1/4 of said Section 20, a distance of 872.78 feet; thence S1°05'57"E, a distance of 33.00 feet to the point of beginning; thence S28°08'02"W, a distance of 56.34 feet; thence S55°30'24"W, a distance of 887.43 feet; thence S62°18'57"W, a distance of 80.57 feet to the point of termination on the easterly right-of-way line of 120th Street, said point being S1°06'42"E along the West line of the NW 1/4 of said Section 20, a distance of 606.11 feet and N88°53'18"E, a distance of 33.00 feet from the Northwest corner of said Section 20. (See Exhibit B attached hereto and made a part hereof.)

No buildings, improvements or structures, shall be placed, in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of said SID and said City; provided, however, that a paved, macadam, rocked, asphalt or other hard surfaced street or parking lot, and trees, grass and shrubbery, may be installed within said easement by Grantor, his or their successors and assigns, and that in the event it becomes necessary to remove or replace said street, parking lot, trees, grass or shrubbery, in order to repair or maintain said sewer, the removal or repair of said street or parking lot shall be done at the expense of SID and its successors and assigns and said premises shall be restored by SID and its successors and assigns to the condition thereof before said removal or repair.

Said SID shall cause any trench made on aforesaid realty 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 neat and orderly condition.

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

Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that he or they, the Grantors 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 SID and City and their assigns against the lawful claims and demands of all persons. This easement runs 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.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hands and seal(s) the day and year first above written.

X Herman Labs

X Mary E. Labs

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

On this 9th day of May, 1972, before me, a Notary Public in and for said County, personally came Herman Labs and Mary E. Labs

\_\_\_\_\_, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the instrument to be their voluntary act and deed for the purpose therein

stated.

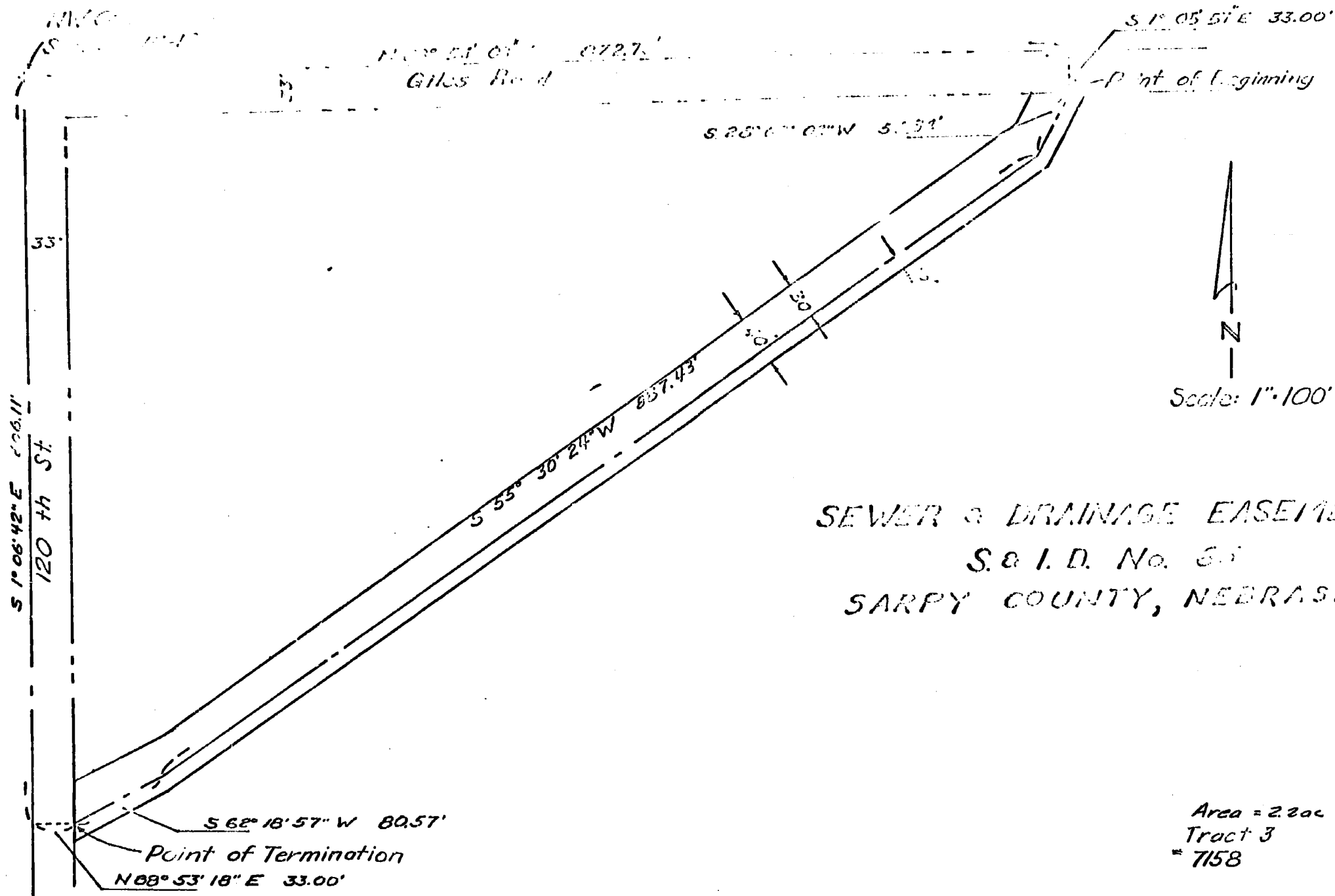
\_\_\_\_\_, hand and Notarial Seal the date aforesaid.




Sheryl A. Morris  
Notary Public

Feb. 3 1974

# EXHIBIT "B"





  
 REGISTER OF DEEDS

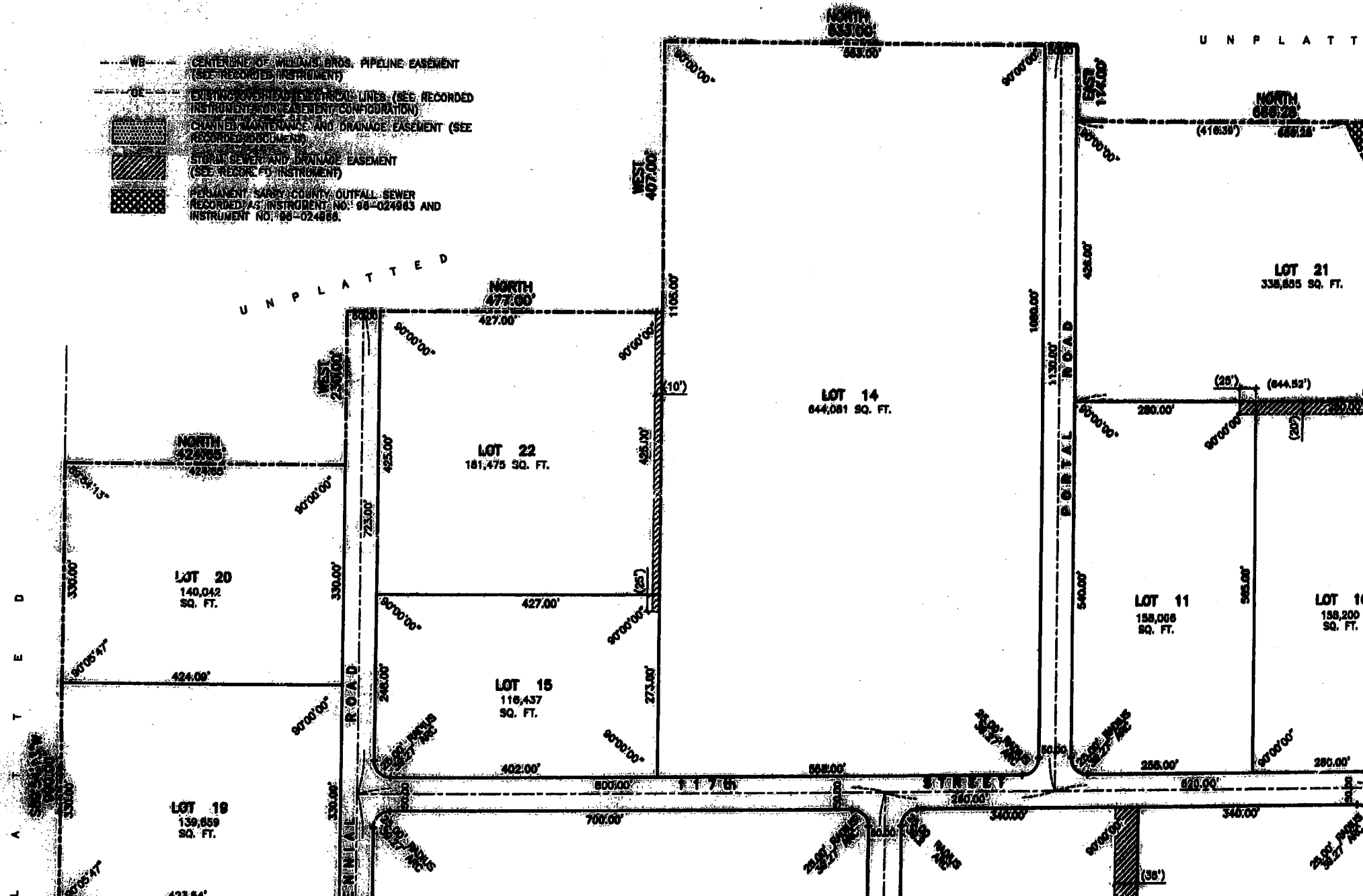
SOLIDATA  
 VERIFY  
 D.E. IN  
 Proof:  
 Fee:  
 Ck  
 Cash  
 Charge

25¢ stamped  
Copy.

# BROOK VALLEY II BUSINESS PARK

**LOTS 1 THRU 22, INCLUSIVE**

BEING A PLATING OF PART OF THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AND THAT PART OF THE SW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., OF SAID SARPY COUNTY, LYING SOUTH OF GILES ROAD.



26-126

STATE OF NEBRASKA )  
COUNTY OF SARPY ) KNOW ALL MEN BY THESE PRESENTS:

That SOCONY MOBIL OIL COMPANY, INC., a corporation duly incorporated under the laws of the State of New York, (formerly known under the name of Socony-Vacuum Oil Company, Inc.) for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration to it in hand paid by MAGNOLIA PIPE LINE COMPANY, receipt of which is hereby acknowledged, has sold, assigned, conveyed and delivered, and by these presents does sell, assign, convey and deliver unto MAGNOLIA PIPE LINE COMPANY, a corporation duly incorporated under the laws of the State of Texas, with its principal office in Dallas, Dallas County, Texas, all of the right, title and interest of SOCONY MOBIL OIL COMPANY, INC., in, to and under all those certain right-of-way grants covering lands located in the County of SARPY and State of NEBRASKA shown on list attached hereto, marked "Exhibit A" and made a part hereof, to the originals of which and the record thereof reference is here made for all purposes.

TO HAVE AND TO HOLD the same unto said MAGNOLIA PIPE LINE COMPANY, its successors and assigns, subject, nevertheless, to the terms, conditions and provisions of said right-of-way grants, respectively, and assignee hereby assumes all obligations and liabilities hereafter accruing thereunder; and said SOCONY MOBIL OIL COMPANY, INC., hereby binds itself,

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its successors and assigns, to warrant its title under said right-of-way grants unto MAGNOLIA PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

IN WITNESS WHEREOF, said SOCONY MOBIL OIL COMPANY, INC., has caused these presents to be executed on its behalf by its proper officers and its corporate seal to be hereunto affixed, this 30th day of NOVEMBER, 1959.

SOCONY MOBIL OIL COMPANY, INC.

By *[Signature]*  
Vice President

D. R. LAMONT



Secretary

A. F. NOBLE

Nebraska

26-1128

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 30th day of November, 1959,

before me, a Notary Public, in and for said County, personally  
came the above named D. R. LAMONT

VICE President and A. E. NOBLE

ASST. Secretary of SOCONY MOBIL OIL COMPANY, INC., who are  
personally known to me to be the identical persons whose names  
are affixed to the above instrument as VICE President and

ASST. Secretary of said corporation and acknowledged the  
instrument to be their voluntary act and deed and the volun-  
tary act and deed of said corporation.

WITNESS my hand and notarial seal the date last  
aforesaid.

My commission expires on the 30th day of  
June, 1959.



ELIZABETH CONROY  
Notary Public State of N.Y. #41-5793600  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires March 30, 1960

D. R. L. Lamont  
Notary Public

EXHIBIT A  
LIST OF RIGHT OF WAY GRANTS OWNED BY SOCONY MOBIL OIL COMPANY, INC.  
IN SARPY COUNTY, NEBRASKA

- 1981 Arthur Lienemann & Rose Cordas, Trustees, to Socony-Vacuum Oil Company, Inc. dated June 27, 1941, granting a right of way over S/2 NW/4, Sec. 15-T13N-R12E, recorded in Book 10 of Misc., Page 603, said county.
- 1982 Henry Restman, Widow, to Socony-Vacuum Oil Company, Inc. dated February 28, 1941, granting a right of way over E/2 NE/4, Sec. 16-T13N-R12E, recorded in Book 10 of Misc., Page 456, said county.
- 1983 Henry Bestmann to Socony-Vacuum Oil Company, Inc. dated July 15, 1941, granting a Catholic Unit Permit in E/2 NE/4, Sec. 16-T13-R12, recorded in Book 11 of Misc. Page 78, said county.
- 383 Jacob Tex & Josephine Tex to Socony-Vacuum Oil Company, Inc. dated July 11, 1941, granting a right of way over Part of SE/4, Sec. 9-T13N-R12E, recorded in Book 10 of Misc., Page 612, said county.
- 385 F. T. Reils & Eva E. Reils to Socony-Vacuum Oil Company, Inc. dated February 20, 1941, granting a right of way over Part of NE/4, Sec. 9-T13N-R12E, Recorded in Book 10 of Misc., Page 470, said county.
- 386 Wm. H. Melcher, Guardian for Wm. C. Melcher, Minor, to Socony-Vacuum Oil Company, Inc. dated February 21, 1941, granting a right of way over SE/4, Sec. 4-T13N-R12E, recorded in Book 10 of Misc., Page 483, said county.
- 387 John H. Doecken & Anna Doecken to Socony-Vacuum Oil Company, Inc. dated April 22, 1941, granting a right of way over NE/4 SW/4, Sec. 4-T13-R12, recorded in Book 10 of Misc., Page 571, said county.
- 388 Fred Oht & Anna Oht to Socony-Vacuum Oil Company, Inc. dated February 20, 1941, granting right of way over NW/4, Sec. 4-13-12E, & SE/4 SW/4 & SW/4 SE/4, Sec. 33-T14-R12E, recorded in Book 10 of Misc., Page 496, said county.
- 389 John H. Schram & Clara Schram to Socony-Vacuum Oil Company, Inc. dated July 9, 1941, granting a right of way over NE/4 SW/4 & NW/4 SE/4, Sec. 33-T14N-R12E, recorded in Book 10 of Misc., Page 609, said county.
- 390 Mike Schram to Socony-Vacuum Oil Company, Inc. dated February 22, 1941, granting a right of way over S/2 NE/4 & SE/4 NW/4, Sec. 33-T14N-R12E, recorded in Book 10 of Misc., Page 469, said county.
- 391 Tony Schram & Clara Schram to Socony-Vacuum Oil Company, Inc. dated February 20, 1941, granting a right of way over NE/4 NW/4 & NW/4 NE/4, Sec. 33-T14N-R12E, recorded in Book 10 of Misc., Page 471, said county.
- 393 Sophie Wittmuss & Francis F. Wittmuss to Socony-Vacuum Oil Company, Inc. dated February 28, 1941, granting a right of way over SW/4, Sec. 28-T14N-R12E, recorded in Book 10 of Misc., Page 476, said county.
- 1994 Jane Schobert, Widow, to Socony-Vacuum Oil Company, Inc. dated June 24, 1941, granting a right of way over W/2 W/2 NW/4, Sec. 26-T14N-R12E, recorded in Book 10 of Misc., Page 583, said county.
- 1994 Jane Schobert by Daniel R. Schobert, her attorney-in-fact to Socony-Vacuum Oil Company, Inc. dated February 22, 1941, granting a right of way over parts of Sections 21 & 28-T14N-R12E, recorded in Book 10 of Misc., Page 486, said county.
- 395 Daniel R. Schobert & Lucy S. Schobert to Socony-Vacuum Oil Company, Inc. dated May 8, 1941, granting a right of way over NE/4, Sec. 29-T14N-R12E, recorded in Book 10 of Misc., Page 533, said county.
- 1994 Daniel R. Schobert & Lucy S. Schobert to Socony-Vacuum Oil Company, Inc. dated July 18, 1941, granting a Catholic Unit Permit over SE/4, Sec. 29-T14-R12, recorded in Book 11 of Misc., Page 77, said county.



- Tract #
- 396 Wm. J. Eichner to Socony-Vacuum Oil Company, Inc. dated March 3, 1941, granting a right of way over SE/4, Sec. 20-T14N-R12E, recorded in Book 10 of Misc., Page 460, said county.
- 397 Elmer Weiss & Ruth Weiss to Socony-Vacuum Oil Company, Inc. dated March 3, 1941, granting a right of way over SW/4, Sec. 20-T14N-R12E, recorded in Book 10 of Misc., Page 475, said county.
- 398 Mary E. Schneekloth & Fred Schneekloth to Socony-Vacuum Oil Company, Inc. dated March 3, 1941, granting a right of way over NW/4, Section 20-T14N-R12E, recorded in Book 10 of Misc., Page 464, said county.
- 400 Fred Peters & Annie Peters to Socony-Vacuum Oil Company, Inc. dated July 16, 1941, granting a right of way over 71.12 acres more or less in SW/4, Section 17-14N-12E, recorded in Book 10 of Misc., Page 616, said county.
- 402 Caroline Bowman to Socony-Vacuum Oil Company, Inc. dated February 27, 1941, granting a right of way over W/2 NW/4 & NW/4 SW/4 lying North of the Creek, Sec. 17-14N-12E, recorded in Book 10 of Misc., Page 455, said county.
- 376 Long Island Gravel Company to Socony-Vacuum Oil Company, Inc. dated June 5, 1941, granting a right of way over Lots 1 to 21, inclusive, in Sec. 27-T13N-R12E, recorded in Book 10 of Misc., Page 567, said county.
- 377 B. F. Krebs & Emma Krebs, et al., to Socony-Vacuum Oil Company, Inc. dated February 12, 1941, granting a right of way over W/2 NE/4 & Part of SW/4 & W/2 SE/4 & S/2 SE/4 SE/4, Sec. 22-Government Lots #2 & #3 in Section 27-13N-12E, recorded in Book 10 of Misc., Page 510, said county.
- 378 Emma Krebs et al. to Socony-Vacuum Oil Company, Inc. dated July 14, 1941, granting Gate Valve Permit on Part of Sec. 27 & Parts of SW/4, NE/4, SE/4, Sec. 22-13-12E, recorded in Book 11 of Misc., Page 79, said county.
- 379 John A. Graham to Socony-Vacuum Oil Company, Inc. dated February 19, 1941, granting a right of way over S/2 SW/4, Sec. 15-13N-12E, recorded in Book 10 of Misc., Page 461, said county.
- 380 Roy Carlson & Gertrude Carlson to Socony-Vacuum Oil Company, Inc. dated February 19, 1941, granting a right of way over N/2 SW/4, Sec. 15-T13N-R12E, recorded in Book 10 of Misc., Page 457, said county.

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RIGHT OF WAY GRANTS IN SAREY COUNTY, NEBRASKA  
OWNED BY SECONT MOBIL OIL COMPANY, INC.

PAGE #

O'Dell Virgin to Socony-Vacuum Oil Company, Inc., dated February 19, 1941, granting a right of way over W/2 NW/4 of Sec. 15-T13-R12E, recorded in Book 10-Misc., Page 474 of said county.

Frank Mann, et ux, to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over W/2 SW/4 of Sec. 10-T13-R12E, recorded in Book 10-Misc., Page 465 of said county.

Elsie Hansen Henry H. Hansen, et ux, to Socony-Vacuum Oil Company, Inc., dated February 21, 1941, granting a right of way over W/2 NW/4 of Sec. 40-T13-R12E, recorded in Book 10-Misc., Page 463 of said county.

Adam G. Graham, et ux, to Socony-Vacuum Oil Company, Inc., dated February 15, 1941, granting a right of way over E/2 NE/4 and NE/4 SE/4 of Sec. 21-T13N-R12E, recorded in Book 10-Misc., Page 462 of said county.

James W. Eckert et ux, to Socony-Vacuum Oil Company, Inc., dated February 15, 1941, granting a right of way over S/2 NW/4 SW/4 of Sec. 22-T13N-R12E, recorded in Book 10-Misc., Page 459 of said county.

Samuel White, et ux, to Socony-Vacuum Oil Company, Inc., dated February 15, 1941, granting a right of way over W/2 SW/4 SW/4 of Sec. 22-T13N-R12E, recorded in Book 10-Misc., Page 477 of said county.

Irene Trimble; Fred D. Trimble to Socony-Vacuum Oil Company, Inc., dated February 24, 1941, granting a right of way over SE/4 SE/4 of Sec. 21-T13N-R12E; and Jar Lots #8, #7, #4, #3, #2, #1 of Sec. 28-T13N-R12E, recorded in Book 10-Misc., Page 472 of said county.

John H. Schram to Socony Vacuum Oil Co., Inc., dated February 20, 1941, granting right of way over NE 1/4 SW 1/4 NW 1/4 Sec 13, T14N-R12E-Sarey County, Nebraska, recorded in Book 10, of Misc., on page 464, of said County.

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Doc. No. 2.96(1)

EASEMENT

RWD 0500

In consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her heirs, executors, administrators, successors and assigns, hereinafter called "Grantor," hereby grant and convey to OMWA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, above, along, under, in and across the following described real estate situated in SARPY County, State of Nebraska, to wit: Tax Lot Two (2), being a part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 3-4-74 AT 8:00 P.M. IN BOOK 47 OF True Deal  
20 Paul & Hilke REGISTER OF DEEDS, SARPY COUNTY, NEB. 625

the area of the above described real estate to be covered by this easement shall be as follows: The West Twenty feet (20') of the East Fifty-three feet (53') of Tax Lot Two (2), being a part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

1. District shall have the right of ingress and egress across the Grantor's property for any purpose hereinafter granted. Such ingress and egress shall be exercised in a reasonable manner.
2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinafter granted rights, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District.
3. District hereby agrees to pay the Grantor or lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the rights hereinbefore granted, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without prior written approval from the District.
5. It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her 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 parties hereto have signed their names and caused the execution of this instrument this 13 day of Feb, 19 74.

OMWA PUBLIC POWER DISTRICT

David C. Hill  
 Assistant District Manager

ATTEST:



Transmission Engineer W. E. Hill Date 2-15-74  
 Engineering Dept. W. E. Hill Date 2-19-74  
 Accounting Dept. W. E. Hill Date 2-19-74

HDR LANCO, INC.,  
 a corporation

By: James Lanco

Attest: James Lanco  
 Grantor

APPROVED

J. E. S. Engineer W. E. Hill Date 2-15-74  
 Legal Department W. E. Hill Date 2-19-74  
 Sec. W. E. Hill Typ. W. E. Hill Age W. E. Hill Address W. E. Hill

Form 034519





OPP

47-10419

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } ss.

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

\_\_\_\_\_ to me known personally to be the identical person(s) who signed this foregoing instrument 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  
My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA }  
COUNTY OF Douglas } ss.

On this 13th day of February, 1974, before me, the undersigned, a Notary Public in and for said County and State, appeared J. H. Murray and

J. J. Forman to me personally known, who being by me duly

sworn, did say that they are \_\_\_\_\_ President and A. S. B. Secretary respectively of \_\_\_\_\_

HDR LAMCO, INC. (a Corporation), that the seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

 **DOROTHY M. JENSEN**  
GENERAL NOTARY, State of Neb.  
My Commission Expires January 29, 1976

My Commission expires on the 29th day of January, 1976.  
Dorothy M. Jensen  
Notary Public

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the grantor and the undersigned to their mutual satisfaction, and in the case of a Lessee, in consideration of the terms stated above by the Grantee as to crop damage as the interest of Grantor and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing right-of-way easement, or otherwise possessing an interest in the property described in the foregoing right-of-way easement, hereby consent(s) to the survey for and construction of the electric transmission line or lines across the property therein described, in accordance with the terms of the said right-of-way easement, and insofar as the interest of the undersigned is affected by the said electric transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said right-of-way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right-of-way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } ss.

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

\_\_\_\_\_ to me known personally to be the identical person(s) who signed the foregoing instrument 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  
My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

47-15

FILED FOR RECORD 1-14-74 11:15 A.M. IN R.C.M. 47 PROJECT NO. S.O.S. 3610

FILED 15 Seal of Hillsdale REGISTER OF DEEDS, SAMPSON COUNTY, N.H. 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 R. Hochreiner  
Director, Industrial Research

Name of Corporation

Corporate Seal BY \_\_\_\_\_ President

ATTEST \_\_\_\_\_ Secretary

(Acknowledgement on reverse side hereof)

Agricultural Land Owner (Tenant Operated)

1033470

47-157A

**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, ~~parent~~ 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.

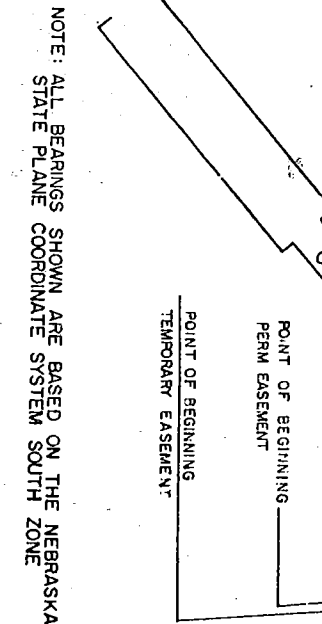
My commission expires on \_\_\_\_\_.



JOSEPH F. NOTLAGE  
General Notary Public of Nebraska  
MY COMMISSION EXPIRES  
October 20, 1977

Joseph F. Notlage  
Notary Public

47-15C



AN 85 FOOT W. W. 1/4  
282 IN THE N. 1/4  
17, TOWNSHIP  
COUNTY, NEBRASKA

**R-12-E**

282 WITH A L  
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TO ITS POINT  
282; THENCE  
POINT OF BEG

COUNTY LINE

SCALE: 1"=400'

FOR DESCRIPTION OF THESE  
EASEMENTS SEE SHEET NO. 30

# EASEMENT

TEMPORARY CONSTRUCTION EASEMENT LOCATED ON TAX LOT 1, EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 NORTH, RANGE 12 EAST, OF THE 6TH P.M., SARRY MODE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF INTERSECTION OF THE NORTH LINE OF TAX LOT  
RUNNING NORTHEASTERLY AND SOUTHEASTERLY, 30 FEET  
AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN  
AT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET  
AND PARALLEL WITH THE NORTHEASTERLY LINE OF  
PERMANENT EASEMENT TO ITS POINT OF INTERSECTION  
LY LINE OF THE BURLINGTON NORTHERN RAILROAD INC.  
ENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF  
ORTHER RAILROAD INC. RIGHT OF WAY TO ITS POINT  
WITH A LINE RUNNING NORTHEASTERLY AND SOUTH-  
ET NORTHEASTERLY OF AND PARALLEL WITH THE NORTH-  
SAID EXISTING PERMANENT EASEMENT; THENCE NORTH-  
ET NORTHEASTERLY OF AND PARALLEL WITH THE  
NE OF THE EXISTING PERMANENT EASEMENT TO ITS  
CTION WITH THE EXISTING PERMANENT EASEMENT  
ERSECTION WITH THE EXISTING PERMANENT EASEMENT  
INTERSECTION WITH THE NORTH LINE OF TAX LOT  
ALONG THE NORTH LINE OF TAX LOT 282 TO THE

A 30 FOOT WIDE PERMANENT EASEMENT LOCATED ON TAX LOT 126-2-1N 14 NORTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH RANGE 12 EAST, OF THE 6TH P.M., SARDY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY 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 ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHWESTERLY, 30 FEET NORTH-  
EASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING  
PERMANENT EASEMENT; THENCE SOUTHWESTERLY, 30 FEET NORTHWESTERLY OF  
AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT  
EASEMENT; THENCE SOUTHWESTERLY, 30 FEET NORTHWESTERLY OF AND PARALLEL  
WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO  
ITS INTERSECTION WITH THE NORTHERLY LINE OF THE BURLINGTON NORTHERN  
RAILROAD INC. RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE NORTHERLY  
LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY TO ITS  
INTERSECTION WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT  
EASEMENT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF 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 NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS 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 NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE SOUTHEASTERLY 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 AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT WITH THE NORTHEASTERLY 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, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY, 115 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY 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 PAPILLION CREEK

SOS, NO, 360

EXHIBIT 'A'  
CAMPBELL SOUP COMPANY

**TRACT NO. 26**

GOLLEHON, SCHEMMER & ASSOCIATES, INC.  
ARCHITECTS · ENGINEERS · PLANNERS  
OMAHA — DAVENPORT

JOB NO.	DESIGNED <u>R.J.W.</u>	CHECKED <u>M.E.L.</u>	SHE
551A-CI	DRAWN <u>J.L.S.</u>	DATE <u>5-22-72</u>	230

REV. NO.	DATE:	DESCRIPTION	INITIALS

DOUGLAS COUNTY

COUNTY LINE  
SARPY COUNTY

8 9  
17 16

4-1-121

A 30 FOOT WIDE PERMANENT EASEMENT LOCATED ON TAX LOT 282 IN THE NORTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH RANGE 12 EAST, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BELL SOUP COMPANY.

FOR DESCRIPTION OF THESE  
EASEMENTS SEE SHEET NO. 30.

17755

T-14-N

SCALE: 1"=400'

EASEMENT

TEMPORARY CONSTRUCTION EASEMENT LOCATED ON TAX LOT 1, EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NORTH, RANGE 12 EAST, OF THE 6TH P.M., SARPY COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF INTERSECTION OF THE NORTH LINE OF TAX LOT 1 RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 30 FEET AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE SOUTHEASTERLY, 30 FEET AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD INC. RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH A LINE RUNNING NORTHWESTERLY AND SOUTHEASTERLY, 30 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT; THENCE NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF AN EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE EXISTING PERMANENT EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF TAX LOT 1 ALONG THE NORTH LINE OF TAX LOT 282 TO THE

CITY OF OMAHA  
PUBLIC WORKS DEPARTMENT

SANITARY OUTLET SEWER  
WEST PAPILLION CREEK

S.O.S. NO. 360

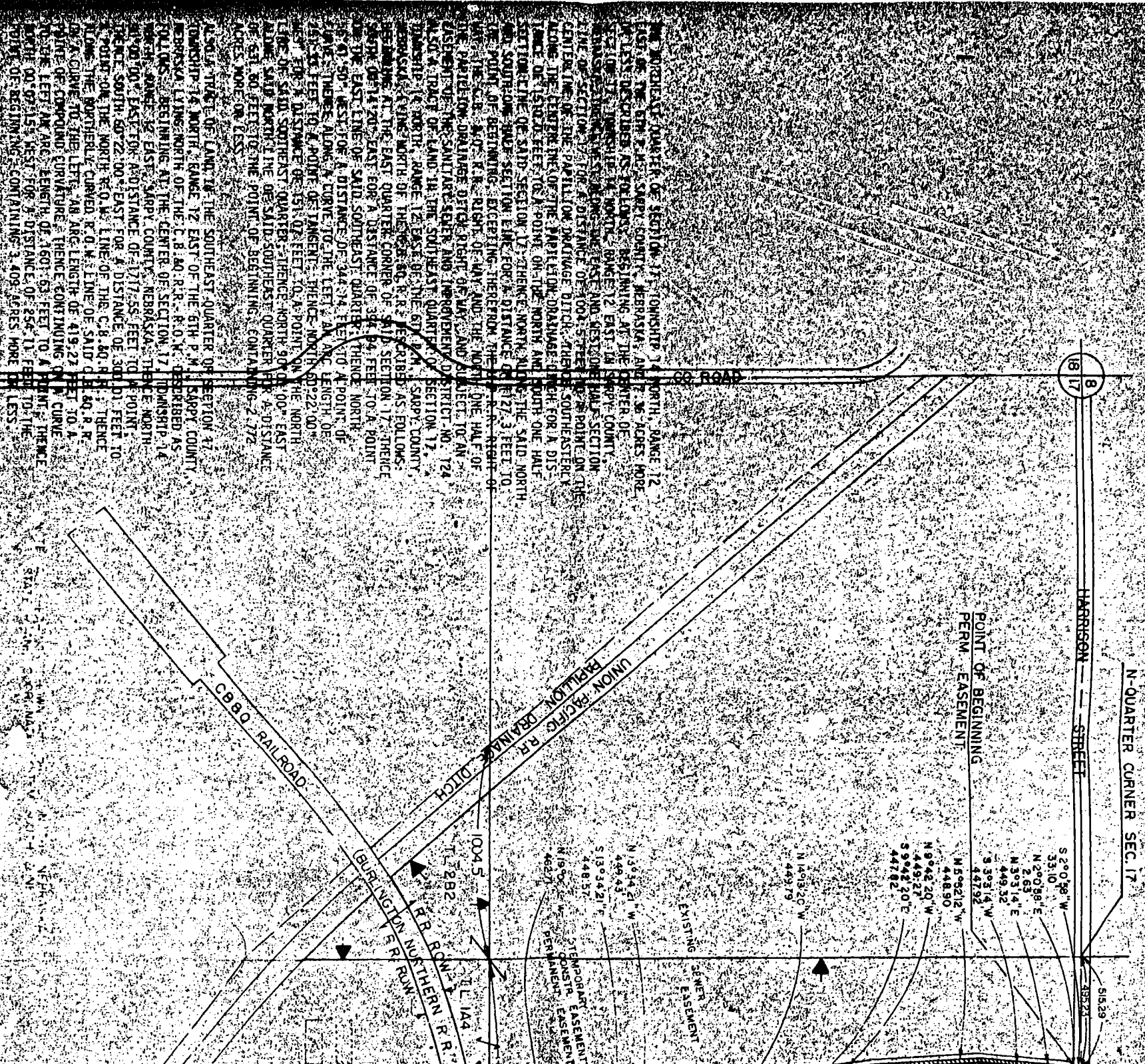
EXHIBIT 'A'  
CAMPBELL SOUP COMPANY  
TRACT NO. 26

GOLLEHON, SCHEMMER & ASSOCIATES, INC.  
ARCHITECTS - ENGINEERS - PLANNERS  
OMAHA - DAVENPORT

REV. NO.	DATE	DESCRIPTION	INITIALS
JOB NO.	DESIGNED BY	CHECKED BY	SHEET
551A-CI	DRAWN J.L.S.	DATE 5-22-72	

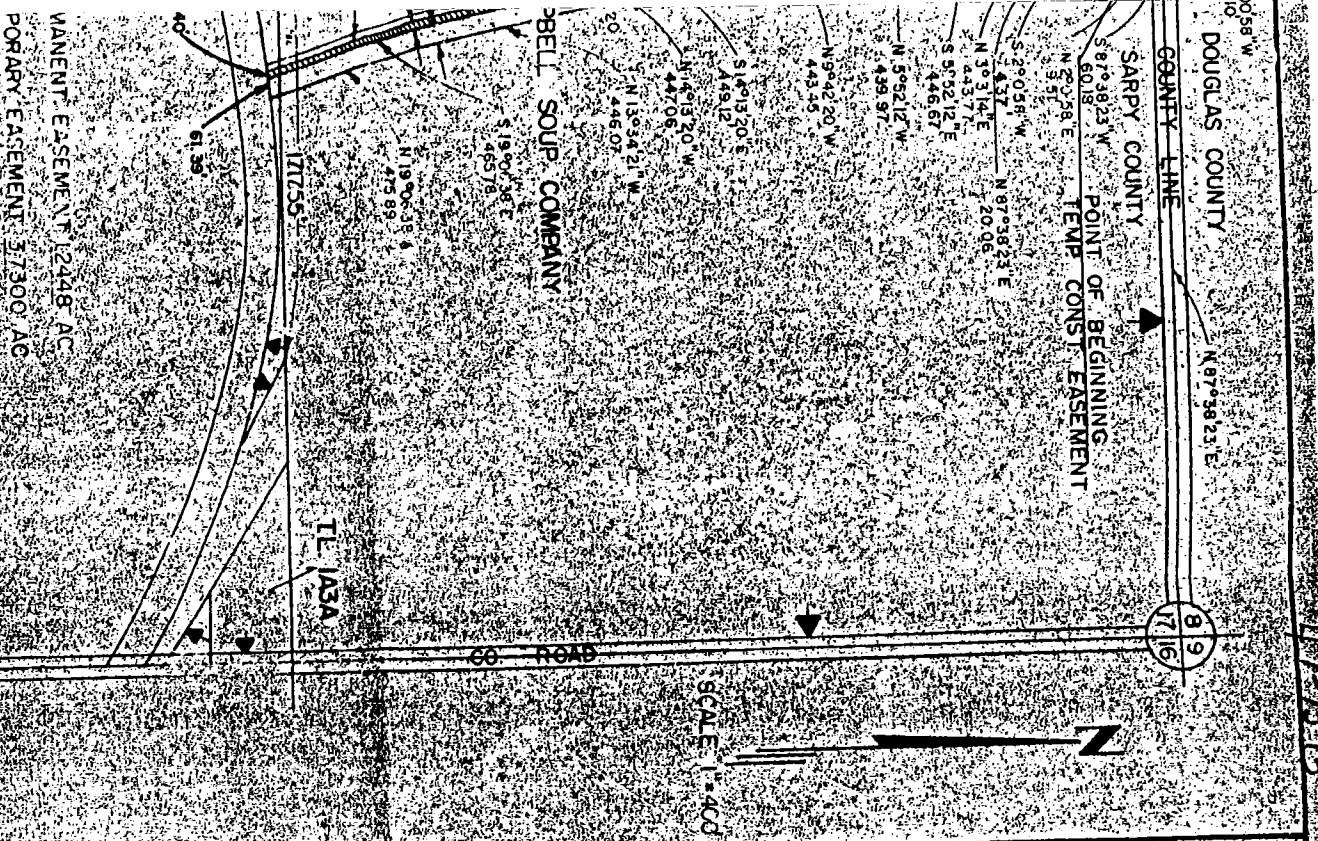


47-151



THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12  
EAST OF THE 6TH P.M. SURVEY, NEBRASKA, AND 36 ACRES MORE  
OR LESS DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF  
SECTION 17, TOWNSHIP 14 NORTH, RANGE 12, EAST 1/4 CORNER, COUNTY  
OF NEBRASKA, AND WEST ALONG THE EAST AND WEST LINE HALF SECTION  
LINE OF SECTION 17 FOR A DISTANCE OF 400.5 FEET TO A POINT ON THE  
CENTER LINE OF THE PAWILLON DRAINAGE DITCH, THENCE SOUTHEASTERLY  
ALONG THE CENTER LINE OF THE PAWILLON DRAINAGE DITCH FOR A DIS-  
TANCE OF 150.0 FEET TO A POINT ON THE NORTH AND SOUTH ONE HALF  
SECTION LINE OF SAID SECTION 17; THENCE NORTH ALONG THE SAID NORTH  
AND SOUTH ONE HALF SECTION LINE FOR A DISTANCE OF 127.3 FEET TO  
THE POINT OF BEGINNING, EXCEPTING THEREFROM THE 1/4 CORNER RIGHT OF  
WAY OF THE C.B. & Q. R.R. RIGHT OF WAY AND THE NORTH ONE HALF OF  
THE PAWILLON DRAINAGE DITCH RIGHT OF WAY, AND SUBJECT TO AN  
EASEMENT OF THE SANITARY SEWER AND IMPROVEMENT DISTRICT NO. 124  
ALSO A TRACE OF LAND IN THE SOUTHEAST QUARTER OF SECTION 17,  
TOWNSHIP 14 NORTH, RANGE 12, EAST OF THE 6TH P.M. SURVEY, COUNTY  
OF NEBRASKA, LYING NORTH OF THE C.B. & Q. R.R. DESCRIBED AS FOLLOWS:  
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17, THENCE  
SOUTH 0° 14' 20" EAST FOR A DISTANCE OF 394.84 FEET TO A POINT  
ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH  
6° 01' 50" WEST FOR A DISTANCE OF 344.74 FEET TO A POINT OF  
CURVE; THENCE ALONG A CURVE TO THE LEFT, AN ARC LENGTH OF  
66.12 FEET TO A POINT OF TANGENT; THENCE NORTH 60° 22' 00"  
WEST FOR A DISTANCE OF 151.02 FEET TO A POINT ON THE NORTH  
LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 90° 00' 00" EAST  
ALONG SAID NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE  
OF 51.80 FEET TO THE POINT OF BEGINNING, CONTAINING 2.772  
ACRES MORE OR LESS.

A SMALL TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 17,  
TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. SURVEY, COUNTY  
OF 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, ALONG THE CENTER OF SECTION 17, TOWNSHIP 14  
NORTH, RANGE 12, EAST, FOR A DISTANCE OF 1717.55 FEET TO A POINT  
ON THE NORTH ONE HALF SECTION LINE OF THE C.B. & Q. R.R.; THENCE  
SOUTH 60° 22' 00" EAST FOR A DISTANCE OF 301.01 FEET TO  
A POINT ON THE NORTH ONE HALF SECTION LINE OF THE C.B. & Q. R.R.;  
THENCE NORTH 60° 22' 00" EAST FOR A DISTANCE OF 419.22 FEET TO A  
POINT OF CURVE TO THE LEFT, AN ARC LENGTH OF 419.22 FEET TO A  
POINT OF BEGINNING, CONTAINING 3.409 ACRES MORE OR LESS.



A 20 FOOT WIDE PERMANENT EASEMENT IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST, IN SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 87° 36' 23" EAST A DISTANCE OF 495.23 FEET ALONG THE NORTH LINE OF SAID SECTION 17; THENCE SOUTH 02° 00' 58" WEST A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87° 38' 23" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 02° 00' 58" WEST A DISTANCE OF 447.92 FEET; THENCE SOUTH 05° 52' 12" EAST A DISTANCE OF 446.67 FEET; THENCE SOUTH 09° 42' 20" EAST A DISTANCE OF 447.82 FEET; THENCE SOUTH 14° 13' 20" EAST A DISTANCE OF 449.12 FEET; THENCE SOUTH 13° 34' 21" EAST A DISTANCE OF 448.57 FEET; THENCE SOUTH 19° 08' 38" EAST A DISTANCE OF 466.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE DUBLINGTON NORTHERN RAILROAD, INC.; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 20.40 FEET; THENCE NORTH 19° 06' 38" WEST A DISTANCE OF 462.71 FEET; THENCE NORTH 13° 34' 21" WEST A DISTANCE OF 449.19 FEET; THENCE NORTH 09° 42' 20" WEST A DISTANCE OF 449.27 FEET; THENCE NORTH 05° 52' 12" WEST A DISTANCE OF 448.90 FEET; THENCE NORTH 03° 03' 14" EAST A DISTANCE OF 449.32 FEET; THENCE NORTH 02° 00' 58" EAST A DISTANCE OF 2.61 FEET TO THE POINT OF BEGINNING.

COMMENCING AT A POINT WHICH IS THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 87° 38' 23" EAST A DISTANCE OF 515.29 FEET ALONG THE NORTH LINE OF SAID SECTION 17; THENCE SOUTH 02° 00' 58" WEST A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02° 00' 58" WEST A DISTANCE OF 447.92 FEET; THENCE SOUTH 05° 52' 12" EAST A DISTANCE OF 446.67 FEET; THENCE SOUTH 09° 42' 20" EAST A DISTANCE OF 447.82 FEET; THENCE SOUTH 14° 13' 20" EAST A DISTANCE OF 449.12 FEET; THENCE SOUTH 13° 34' 21" EAST A DISTANCE OF 448.57 FEET; THENCE SOUTH 19° 08' 38" EAST A DISTANCE OF 466.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE DUBLINGTON NORTHERN RAILROAD, INC.; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 20.40 FEET; THENCE NORTH 19° 06' 38" WEST A DISTANCE OF 462.71 FEET; THENCE NORTH 13° 34' 21" WEST A DISTANCE OF 449.19 FEET; THENCE NORTH 09° 42' 20" WEST A DISTANCE OF 449.27 FEET; THENCE NORTH 05° 52' 12" WEST A DISTANCE OF 448.90 FEET; THENCE NORTH 03° 03' 14" EAST A DISTANCE OF 449.32 FEET; THENCE NORTH 02° 00' 58" EAST A DISTANCE OF 2.61 FEET TO THE POINT OF BEGINNING.

CITY OF OMAHA  
PUBLIC WORKS DEPARTMENT  
SANITARY OUTLET SEWER  
WEST PAPILLION CREEK

EXHIBIT A  
CAMBELL SOUP COMPANY  
TRACT NO. 26

BEARING DIRECTION OF TEMP. EASEMENT CORRECTED



54-254

AFFIDAVIT

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss.

G. P. Bahle, in his capacity as Assistant General Manager of the Omaha Public Power District, ("District"), a public corporation organized and existing by virtue of the laws of the State of Nebraska, hereby certifies on behalf of the District that the District intends to utilize its easement rights, and has no intent to abandon those easement rights obtained on the date set forth herein regarding the real property set forth herein.

Tax Lot Two (T.L.2), being a portion of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

said easement dated January 12, 1972, and filed for record January 31, 1972, in miscellaneous Book 45 at Page 36, in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, this document is executed on this 30th day of

April, 1981.

OMAHA PUBLIC POWER DISTRICT

Assistant General Manager

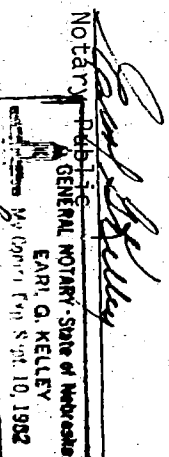
Assistant Secretary

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss.

FILE FOR RECORD 5-8-81 9:40 AM BOOK 54 PAGE 325  
Paul G. Hildes REGISTER OF DEEDS, SARPY COUNTY, NEB.

On this 30th day of April, 1981, before me the undersigned, a Notary Public in and for said County and State, personally appeared G. P. Bahle, Assistant General Manager of the Omaha Public Power District, personally to me known to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date above written.



My Commission expires on the 10th day of September, 1982

4-15-81 DATE 21-61 DATE 4-22-81 DATE 4/29/81 DATE 4-28-81 03666

45-229

EASEMENT

THIS INSTRUMENT, made and entered into this 2nd day  
of May, 1972, between CAMPBELL SOUP COMPANY, a New  
Jersey corporation, party of the first part, and BURLINGTON NORTHERN  
INC., a Delaware corporation, of 176 East Fifth Street, St. Paul,  
Minnesota 55101, party of the second part:

WITNESSETH: That the said party of the first part, in  
consideration of One and no/100 Dollar (\$1.00) to it and paid by the  
said party of the second part the receipt of which is hereby acknowl-  
edged and confessed, has given, granted and conveyed, and by these  
presents does, give, grant and convey unto the said party of the  
second part, its successors and assigns, the right, license, privi-  
lege and permanent easement to construct, maintain, repair, renew,  
use, operate over, replace or remove railroad trackage of standard  
gauge, drainage facilities and appurtenances thereto in, along, upon  
or across that part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seventeen  
(17) and the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Sixteen (16), Township  
Fourteen (14) North, Range Twelve (12) East of the Sixth Principal  
Meridian, Sarpy County, Nebraska, as shaded in red color on Burlington  
Northern Inc. print dated December 3, 1971, attached hereto and made a  
part hereof, and for such purposes to take, use, occupy and enjoy said  
land for a right of way.

Party of the second part agrees to and does hereby indemnify  
party of the first part from and against all claims or demands for  
injury to or death of the person or damage to or destruction of the  
property of any person or persons whomsoever, arising from or growing  
out of the construction, maintenance or operation of railroad trackage  
upon the premises covered by this easement, due solely to the acts or  
omissions of the party of the second part, its agents or employees.

FILED FOR RECORD 5-11-72 10:00 AM IN BOOK 45 OF Nebraska Filed  
PAGE 229 Can or it will be 1250  
REGISTER OF DEEDS, SARPY COUNTY NEB.

Approved [Signature] 5-16-72  
Asst. Gen. Solicitor  
Law Dept. B.M.L.

Doc # 016621

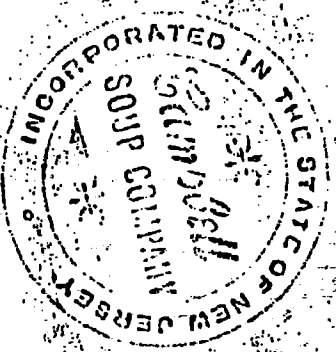
45-2290

IN WITNESS WHEREOF, said party of the first part has here-  
unto set its hand and seal the day and the year first above written.

CAMPBELL SOUP COMPANY

BY *[Signature]*  
Treasurer

ATTEST:  
BY *[Signature]*  
Assistant Secretary



STATE OF NEW JERSEY )  
COUNTY OF CAMDEN ) ss.

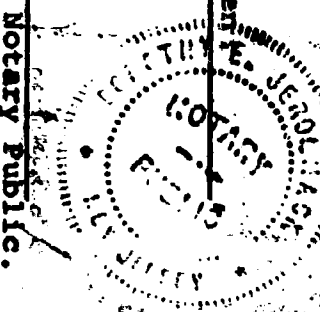
On this 2nd day of May, A.D., 1972,

before me, a Notary Public duly commissioned and qualified in and for  
said County, personally came the above named D. H. Springer,

Treasurer and R. L. Baker Assistant Secretary of  
Campbell Soup Company, who are personally known to me to be the  
identical persons whose names are affixed to the above deed as  
Treasurer Assistant  
and/Secretary of said corporation, and they

acknowledged the instrument to be their voluntary act and deed, and  
the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Camden  
in said County, the date aforesaid.



Notary Public.

NOTARY PUBLIC OF NEW JERSEY  
My Comm. exp. Sept. 1, 1974.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate herein after described, his/her heirs, executors, administrators, assigns and assigns, hereinafter called "Grantor(s)", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "Grantee", a right-of-way with its perpetual right to survey, construct, reconstruct, relocate, alter, repair, replace, improve, add to, maintain and operate a trench, electric transmission line, consisting of poles, bolls, cross-arms, insulators, down guys, anchors, insulators, wires, under ground cables, supports and other necessary materials, towers, tower foundations, down guys, anchors, insulators, wires, under ground cables, supports and other necessary fixtures and equipment over, above, along, under, in and across the following described real estate situated in Sarpy County, State of Nebraska, to wit: Lot 120 Two (20), being a portion of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred Seventy Five (175') in width, lying adjacent to and parallel to the South line of Lot 120 Two (20), being a portion of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 1-31-72 8:00 A.M. IN BOOK 45 OF Miscellaneous Records  
PAGE 36 Carl A. Hickel REGISTER OF DEEDS, SARPY COUNTY NEB 623

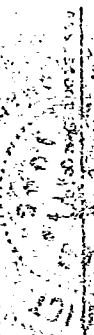
1. District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District.
3. District hereby agrees to pay the Grantor or Lessee, or their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the rights hereinbefore granted, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without prior written approval from the District.
5. It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her 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 12 day of January 1972

OMAHA PUBLIC POWER DISTRICT

*Valerian Shaw*  
Assistant General Manager

*William L. Ladd*  
William L. Ladd  
May E. Ladd



RECORDED

Filed 1-14-72  
Engineering Dept. 1-14-72  
Recording Dept. 1-17-72

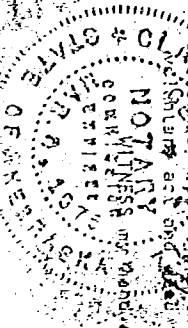
By: *Carl A. Hickel*  
Legal Department Date: 1-14-72

File # 014080

45-36A

STATE OF NEBRASKA }  
COUNTY OF Lincoln } ss,

On this 17 day of January, 1917 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. A. A. who being known to me, known to the Notary Public, and being duly sworn, acknowledged the execution thereof to be the act and deed of the foregoing instrument and who acknowledged the execution thereof to be the act and deed of the purpose therein expressed.



William J. A. A.  
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively of \_\_\_\_\_

(a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned to their mutual satisfaction, and in the case of a Lessee, in consideration of the terms stated above by the Grantee as to cross damage as the interest of Grantor and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing right-of-way easement, or otherwise possessing an interest in the property described in the foregoing right-of-way easement, hereby consent(s) to the survey for and construction of the electric transmission line or lines across the property therein described, in accordance with the terms of the said right-of-way easement and insofar as the interest of the undersigned is affected by the said electric transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said right-of-way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right-of-way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } ss.

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

to me known personally to be the identical person(s) who signed the foregoing instrument 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

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

33-363

EASEMENT

THIS EASEMENT AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 1904, between Fred H. Fellers, a single man, Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 124 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

I, the undersigned, of the payment of \$0.50 (Fifty Cents) per acre, being a lot of 2.1922 acres of land hereinafter described, hereby acknowledged. Grantor, being the owner of the land hereinafter described as being a part of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) East of the 6th Principal Meridian, does herewith give and grant unto Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land located in the above described land in Sarpy County, Nebraska, said strip of land being more particularly described as follows, to-wit:

A strip of land twenty feet in width adjacent to the Northeast right-of-way line of the Union Pacific Railroad, extending from the North line of the Southwest Quarter of Section 17, Township 14 North, Range 12 East of the 6th Principal Meridian to the East line of the Southwest Quarter of said Section 17, excluding that portion owned by the Chicago, Burlington & Quincy Railroad.

2. For the further consideration of the payment of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, Grantor, being the owner of the real property hereinafter described, does herewith give and grant unto Grantee, its successors and assigns, a temporary construction easement over, on and under a strip of land which embraces twenty (20) feet in width adjacent to and Northeast of the above described permanent easement, to-wit:

A strip of land twenty feet in width adjacent to and Northeast of the above-described permanent easement.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a 15" sanitary outfall sewer pipeline together with necessary manholes and cleanouts, and the transmission through said outfall sewer pipeline of sanitary sewage from the property now or hereafter embraced within the boundaries of the Grantee, its successors and assigns, or embraced within the areas which Grantee, its successors and assigns, is now or shall hereafter become obligated to serve by contract or other agreement. The exact location of said sanitary outfall sewer pipeline in the perpetual easement way shall be fixed and determined by the engineers for Grantee.

4. By accepting use for a permanent easement, Grantee agrees to pay all costs of construction of said sanitary outfall sewer pipeline and to repair all damages which might be damaged in connection with said construction, maintenance or repair work, any or all damage sustained by Grantor or his heirs, assigns, successors, and to replace the soil as nearly as practicable to its original condition.

5. Said permanent easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time, or if any portion of said sewer needs to be reconstructed after

33-364

the above described property is improved, the Grantee shall make good to the Grantor or her assigns any and all damage that may be done by said changes, alterations, repairs, or reconstruction in the way of damage to fences, crops, or other improvements thereon during construction and thereafter.

6. The scope and purpose of said temporary construction easement is solely for the operation of drag lines, machinery, movement of equipment and all other things necessary and required for the construction of a 15" sanitary outfall sewer pipeline on the above described permanent easement. That said temporary construction easement is to be effective from the date hereof and shall continue until said construction has been completed in the permanent easement above described.

7. By accepting the foregoing temporary construction easement, Grantee agrees to repair all fences, if any, which may be damaged in connection with said construction work and to restore said land to its present condition as nearly as may be reasonably practicable.

EXECUTED this day and year first above written.

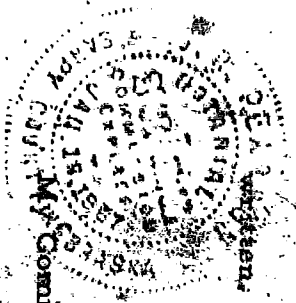
Fred H. Peters  
Fred H. Peters

STATE OF NEBRASKA )  
COUNTY OF DeSoto ) SS

On the day and year first above written before me, the undersigned Notary Public, duly commissioned and qualified for and in said County, personally came Fred H. Peters, a single-man, to me known to be the identical person whose name is affixed to the foregoing permanent and temporary easement, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year first above

[Signature]  
Notary Public



My Commission expires: 1-18-68

FILED FOR RECORD IN DEPT. COUNTY NEBR. DeSoto AT 10:15 OCTOBER 1967  
AND RETURNED BY MAIL 33 ON October 13 1967

36-536

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

In the Matter of the Petition of Sanitary  
and Improvement District No. 124 of  
Douglas County, Nebraska, to acquire  
an easement across lands in Sarpy  
County, Nebraska, by eminent domain  
for the purpose of sanitary outlet sewer  
line.

1966

PAGE

SANITARY AND IMPROVEMENT DISTRICT  
NO. 124 OF DOUGLAS COUNTY, NEBRASKA,  
a Public Corporation.

Condemner.

VS.

JOE F. NEUVIRTH, EMELIE F. NEUVIRTH;  
THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, a Corporation; FRED H.  
PETERS, ANNIE PETERS; FRANKLIN  
PETERS, ARLENE E. PETERS; E. A.  
FRICKE; JAMES C. WALLACE, DOROTHY H.  
WALLACE.

Condemnees.

TO THE HONORABLE ORVILLE ENTENMAN, COUNTY JUDGE:

We, the undersigned appraisers, do hereby certify that under

and by virtue of an Order of Appointment of Appraisers duly served on us  
by J. A. Schmitt, Sheriff or Deputy-Sheriff of Sarpy

County, Nebraska, on the 27th day of May, 1966, and after having taken

and filed the oath of appraisers, we did carefully inspect and view the

property of the condemnees allegedly 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 Sanitary and Improvement District purposes, to-wit: a permanent

easement and a temporary construction easement for the construction of

a sanitary outlet sewer line to the treatment plant now in existence in

SAID COUNTY NEAR 24th & 19th AT 2:00 O'CLOCK P.M.

AND RECORDED IN BOOK 104 OF 4 PAGE 24 OF 102 IN THE REGISTERED DEEDS

AND OFFICE OF COUNTY AND BEZNER 2511 SERVICE LIFE BUILDING - OMAHA



Sarpy County, Nebraska, 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:

Joe J. Novak and Arlene Peters

The Precinct Association Company and its heirs

## Description of Parcel:

Southeast Quarter of Section 17, Township 14 North,  
Range 12 East of the 6th P.M., Sarpy County, Nebraska.

## Description of Easement:

A 20-foot wide permanent sanitary sewer easement  
centered about a line more particularly described  
as follows:

Commencing at a point which is the Southeast corner of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, thence  
North 89° 47' 30" West (assumed bearing) a distance of 300.0 feet; thence,  
North 53° 42' 15" West, a distance of 1903.74 feet to the point of beginning;  
thence, North 52° 47' 19" East, a distance of 350.00 feet; thence, North 35°  
51' 59" East a distance of 300 feet; thence, North 9° 23' 08" West, a distance  
of 650.0 feet; thence, North 38° 29' 45" West a distance of 351.46 feet;  
thence North 16° 22' 08" West a distance of 153.73 feet to a point on the  
North line of the Southeast Quarter of said Section 17-14-12, Sarpy County,  
Nebraska, and

an 80-foot wide temporary construction easement the westerly boundary of  
which lies 30 feet westerly of and parallel to the above described line, and  
the easterly boundary of which lies 50 feet easterly of and parallel to the  
above described line.

## Parcel No. 2

RECORD OWNERS: Fred H. Peters and Annie Peters, husband and wife,  
as joint tenants,

## Tenants:

Franklin Peters and Arlene Peters

## Description of Parcel:

South Half of Northeast Quarter of Section 17,  
Township 14 North, Range 12 East of the 6th P.M.,  
Sarpy County, Nebraska.

## Description of Easement:

A 20-foot wide permanent sanitary sewer easement  
centered about a line more particularly described as follows:

Commencing at a point which is the East Quarter corner of Section 17,  
Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska;  
thence, North 89° 41' 50" West (assumed bearing) a distance of 1839.11  
feet to the point of beginning; thence North 16° 22' 08" West a distance of  
411.27 feet; thence, North 10° 53' 16" West a distance of 450.0 feet; thence,  
North 11° 32' 14" West a distance of 450.0 feet; thence, North 70° 01' 12"  
West to a point on the North line of the Southwest Quarter of the Northeast  
Quarter of said Section 17-14-12, Sarpy County, Nebraska, and

an 80-foot wide temporary construction easement the westerly boundary of  
which lies 30 feet westerly of and parallel to the above described line, and  
the easterly boundary of which lies 50 feet easterly of and parallel to the  
above described line.

36-538

Parcel No. 3

RECORD OWNER: E. A. Fricke  
Tenants: James C. Wallace and Dorothy H. Wallace

Description of  
Parcel:

North Half, Northeast Quarter of Section 17,  
Township 14 North, Range 12 East of the 6th  
P. M., Sarpy County, Nebraska.

Description of  
Easement:

A 20-foot wide permanent sanitary sewer easement  
centered about a line more particularly described  
as follows:

Commencing at a point which is the Northwest corner of the Northeast  
Quarter of Section 17, Township 14 North, Range 12 East of the 6th P. M.,  
Sarpy County, Nebraska; thence, South 89° 40' 30" East (assumed bearing)  
a distance of 485.20 feet to the point of beginning; thence, South 4° 42' 05"  
West, a distance of 34.89 feet; thence, South 5° 44' 20" West a distance of  
450.00 feet; thence, South 30° 11' 05" East, a distance of 450.0 feet; thence,  
South 7° 01' 12" East to a point on the South line of the Northwest Quarter  
of the Northeast Quarter of said Section 17-14-12, Sarpy County, Nebraska,  
and

an 80-foot wide temporary construction easement the westerly boundary of  
which lies 30 feet westerly of and parallel to the above described line, and  
the easterly boundary of which lies 50 feet easterly of and parallel to the  
above described line.

731 30  
JAN 18 1954  
57.37 Mac K  
PAGE 34

ASSIGNMENT OF RIGHT-OF-WAY 1954 JAN 18 AM 10:20

STATE OF NEBRASKA  
COUNTY OF SARPY  
} KNOWN ALL MEN BY THESE PRESENTS  
} *and of 1/18/54*

THAT MOBIL PIPE LINE COMPANY, a Delaware corporation whose mailing address is P.O. Box 900, Dallas, Texas 75221, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it in hand paid by WILLIAMS PIPE LINE COMPANY, a Delaware corporation, whose mailing address is P.O. Box 3438, Tulsa, Oklahoma 74101, receipt of which is hereby acknowledged, has sold, assigned, conveyed, and delivered, and by these presents does sell, assign, convey and deliver unto WILLIAMS PIPE LINE COMPANY, all of the right, title and interest of MOBIL PIPE LINE COMPANY in, to and under all those certain rights-of-way, easements, permits and licenses covering lands located in the County of Sarpy, and State of Nebraska, shown on list attached hereto, marked Exhibit "A" and made a part hereof, to the originals of which and the record thereof reference is here made for all purposes.

TO HAVE AND TO HOLD the same unto said WILLIAMS PIPE LINE COMPANY, its successors and assigns, subject, nevertheless, to the terms, conditions and provisions of said rights-of-way, easements, permits and licenses respectively, and assignee hereby assumes all obligations and liabilities hereafter accruing thereunder; and said MOBIL PIPE LINE COMPANY, hereby binds itself, its successors and assigns, to warrant its title under said rights-of-way, easements, permits and licenses unto WILLIAMS PIPE LINE COMPANY, its successors and assigns, against the claims of any person claiming by, through or under it.

IN WITNESS WHEREOF, said MOBIL PIPE LINE COMPANY, has caused these presents to be executed on its behalf by its proper officers and its corporate seal to be hereunto affixed, this 31<sup>st</sup> day of October, 1953.

MOBIL PIPE LINE COMPANY  
BY: A. J. Leonard  
Vice President

WITNESSES:  
JAN 18 1954

By: J. B. [Signature]  
Assistant Secretary  
00518



57-34A

THE STATE OF TEXAS  
COUNTY OF DALLAS

On this 31<sup>st</sup> day of October, 1984, before me, a Notary Public, in and for said county personally came the above named Donis Hickley, Vice President of MOBIL PIPE LINE COMPANY, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the 31<sup>st</sup> day of October, 1984.

Donis Hickley  
Notary Public  
Donis Hickley, Notary Public  
for the State of Texas

EXHIBIT "A"

SARPY COUNTY, NEBRASKA

R/W No.

TSF-376

Long Island Gravel Company to Socony-Vacuum Oil Company, Inc., dated June 5, 1941, granting a right of way over lots 1 to 21, inclusive, in Section 27-T13N-R12E, 96.39 acres more or less, recorded in Book 10, Page 567, Miscellaneous Records, Sarpy County, Nebraska.

Long Island Gravel Company to Socony-Vacuum Oil Company, Inc., dated June 5, 1941, granting Scraper Trap Permit on lots 1 to 21, inclusive, in Section 27-T13N-R12E, recorded in Book 10, Page 569, Miscellaneous Records, Sarpy County, Nebraska.

TSF-377

B. F. Krebs, et al to Socony-Vacuum Oil Company, Inc., dated February 12, 1941, granting a right of way over W/2 NE/4 and part of SE/4 and W/2 SE/4 and S/2 SE/4 SE/4, Section 22-T13N-R12E and Government lots #2 and #3 in Section 27-T13N-R12E, recorded in Book 10, Page 510, Miscellaneous Records, Sarpy County, Nebraska.

Emma Krebs, et al to Socony-Vacuum Oil Company, Inc., dated July 14, 1941, granting Gate Valve Permit on part of Section 27-T13N-R12E and parts of SW/4 NE/4 SE/4, Section 22-T13N-R12E, recorded in Book 11, Page 79, Miscellaneous Records, Sarpy County, Nebraska.

TSF-378

Christena Cordes, et vir to Socony-Vacuum Oil Company, Inc., dated February 12, 1941, granting a right of way over NW/4 and N/2 N/2 SW/4, Section 22-T13N-R12E, recorded in Book 10, Page 511, Miscellaneous Records, Sarpy County, Nebraska.

TSF-379

John A. Graham to Socony-Vacuum Oil Company, Inc., dated February 19, 1941, granting a right of way over S/2 SW/4, Section 15-T13N-R12E, recorded in Book 10, Page 461, Miscellaneous Records, Sarpy County, Nebraska.

TSF-380

Roy Carlson, et ux to Socony-Vacuum Oil Company, Inc., dated February 19, 1941, granting a right of way over N/2 SW/4, Section 15-T13N-R12E, recorded in Book 10, Page 457, Miscellaneous Records, Sarpy County, Nebraska.

TSF-381

Arthur Lienemann and Rose Cordes, Trustees to Socony-Vacuum Oil Company, Inc., dated June 27, 1941, granting a right of way over S/2 NW/4, Section 15-T13N-R12E, recorded in Book 10, Page 603, Miscellaneous Records, Sarpy County, Nebraska.

TSF-382

Henry Bestman to Socony-Vacuum Oil Company, Inc., dated February 28, 1941, granting a right of way over the E/2 NE/4, Section 16-T13N-R12E, recorded in Book 10, Page 456, Miscellaneous Records, Sarpy County, Nebraska.

TSF-383

Henry Bestman to Socony-Vacuum Oil Company, Inc., dated July 15, 1941, granting a Catholic Unit Permit in E/2 NE/4, Section 16-T13N-R12E, recorded in Book 11, Page 78, Miscellaneous Records, Sarpy County, Nebraska.

Jacob Tex, et ux to Socony-Vacuum Oil Company, Inc., dated July 11, 1941, granting a right of way over part of SE/4, Section 9-T13N-R12E lying South of the Chicago, Rock Island and Pacific RR, recorded in Book 10, Page 612, Miscellaneous Records, Sarpy County, Nebraska.

TSF-385

F. T. Reiss, et ux to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over part of NE/4 and part of SE/4 all in Section 9-T13N-R12E, recorded in Book 10, Page 470, Miscellaneous Records, Sarpy County, Nebraska.

SARPY COUNTY, NEBRASKA

R/W No.

TSF-386

William H. Melcher, Guardian for William C. Melcher, Minor to Socony-Vacuum Oil Company, Inc., dated February 21, 1941, granting a right of way over SE/4, Section 4-T13N-R12E, recorded in Book 10, Page 483, Miscellaneous Records, Sarpy County, Nebraska.

TSF-387

John H. Doebken, et ux to Socony-Vacuum Oil Company, Inc., dated April 22, 1941, granting a right of way over NE/4 SW/4, Section 4-T13N-R12E, recorded in Book 10, Page 571, Miscellaneous Records, Sarpy County, Nebraska.

TSF-388

Fred Ohrt, et ux to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over NW/4, Section 4-T13N-R12E, and SE/4 SW/4 and SW/4 SE/4, Section 33-T14N-R12E, recorded in Book 10, Page 496, Miscellaneous Records, Sarpy County, Nebraska.

TSF-389

John H. Schram, et ux to Socony-Vacuum Oil Company, Inc., dated July 9, 1941, granting a right of way over NE/4 SW/4 and NW/4 SE/4, Section 33-T14N-R12E, recorded in Book 10, Page 605, Miscellaneous Records, Sarpy County, Nebraska.

John H. Schram to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over NE/4 SW/4 and NW/4 SE/4, Section 33-T14N-R12E, recorded in Book 10, Page 484, Miscellaneous Records, Sarpy County, Nebraska.

TSF-390

Mike Schram to Socony-Vacuum Oil Company, Inc., dated February 22, 1941, granting a right of way over S/2 NE/4 and SE/4 NW/4, Section 33-T14N-R12E, recorded in Book 10, Page 469, Miscellaneous Records, Sarpy County, Nebraska.

TSF-391

Tony Schram, et al to Socony-Vacuum Oil Company, Inc., dated February 20, 1941, granting a right of way over NE/4 NW/4 and NW/4 NE/4, Section 33-T14N-R12E, recorded in Book 10, Page 471, Miscellaneous Records, Sarpy County, Nebraska.

TSF-393

Sophie Wittmuss, et vir to Socony-Vacuum Oil Company, Inc., dated February 28, 1941, granting a right of way over SW/4, Section 28-T14N-R12E, recorded in Book 10, Page 476, Miscellaneous Records, Sarpy County, Nebraska.

TSF-394

Jane Schobert to Socony-Vacuum Oil Company, Inc., dated June 24, 1941, granting a right of way over W/2 W/2 NW/4, Section 28-T14N-R12E, recorded in Book 10, Page 583, Miscellaneous Records, Sarpy County, Nebraska.

Jane Schobert by Daniel R. Schobert, her attorney-in-fact to Socony-Vacuum Oil Company, Inc., dated February 22, 1941, granting a right of way over parts of Sections 21 and 28-T14N-R12E, recorded in Book 10, Page 486, Miscellaneous Records, Sarpy County, Nebraska.

TSF-395

Daniel R. Schobert, et ux to Socony-Vacuum Oil Company, Inc., dated May 8, 1941, granting a right of way over NE/4 Section 29-T14N-R12E, recorded in Book 10, Page 533, Miscellaneous Records, Sarpy County, Nebraska.

Daniel R. Schobert, et ux to Socony-Vacuum Oil Company, Inc., dated July 18, 1941, granting Gate Valve Permit over SE/4, Section 29-T14N-R12E, recorded in Book 11, Page 77, Miscellaneous Records, Sarpy County, Nebraska.

TSF-396

William J. Eichner to Socony-Vacuum Oil Company, Inc., dated March 3, 1941, granting a right of way over SE/4, Section 20-T14N-R12E, recorded in Book 10, Page 460, Miscellaneous Records, Sarpy County, Nebraska.

SARPY COUNTY, NEBRASKA

R/W No.

TSP-397

Elmer Weiss, et ux to Socony-Vacuum Oil Company, Inc., dated March 3, 1941, granting a right of way over SW/4, Section 20-T14N-R12E, recorded in Book 10, Page 475, Miscellaneous Records, Sarpy County, Nebraska.

TSP-398

Mary E. Schneekloth, et al to Socony-Vacuum Oil Company, Inc., dated March 3, 1941, granting a right of way over NW/4 Section 20-T14N-R12E, recorded in Book 10, Page 464, Miscellaneous Records, Sarpy County, Nebraska.

TSP-400

Fred Peters, et ux to Socony-Vacuum Oil Company, Inc., dated July 16, 1941, granting a right of way over 71.12 acres more or less in SW/4 Section 17-T14N-R12E, recorded in Book 10, Page 616, Miscellaneous Records, Sarpy County, Nebraska.

Annie Peters, et vlr to Socony-Vacuum Oil Company, Inc., dated February 27, 1941, granting a right of way over S/2 SW/4 and E/2 NW/4 and NE/4 SW/4 Section 17-T14N-R12E, recorded in Book 10, Page 467, Miscellaneous Records, Sarpy County, Nebraska.

Fred Peters, et ux to Socony-Vacuum Oil Company, Inc., dated August 31, 1946, granting a right of way over 71.12 acres more or less in SW/4 Section 17-T14N-R12E, recorded in Book 13, Page 202, Miscellaneous Records, Sarpy County, Nebraska.

TSP-400

Fred Peters to Mobil Pipe Line Company, dated September 3, 1964, granting a right of way over 71.12 acres lying South of Papillion Creek in SW/4, Section 17-T14N-R12E, recorded in Book 34, Page 135, Miscellaneous Records, Sarpy County, Nebraska.

TSP-402

Caroline Borman to Socony-Vacuum Oil Company, Inc., dated February 27, 1941, granting a right of way over W/2 NW/4 and NW/4 SW/4 lying North of the Creek, Section 17-T14N-R12E, recorded in Book 10, Page 455, Miscellaneous Records, Sarpy County, Nebraska.