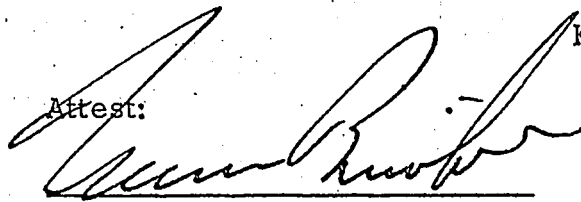


WAIVER AND AGREEMENT

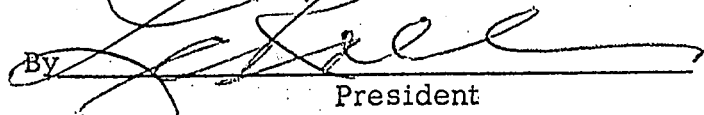
IN CONSIDERATION of the City of Omaha vacating Center Street from the west line of Union Pacific right-of-way west to the east line of 25th Avenue produced south in the Southeast Quarter (SE 1/4) of Section 28, Township 15 North, Range 13 East of the 6th P. M., in the City of Omaha, Douglas County, Nebraska, the undersigned warrants and covenants that it is the owner of all of the property abutting on both sides of the aforesaid portion of Center Street and hereby agrees and covenants that:

- 1) Undersigned, its successors and assigns, shall be and hereby are bound to pay to the City of Omaha, its successors and assigns, or to the owner of any utility involved, any amount of cost in the repair, reconstruction, or replacement which may hereafter be required of any sewer or utility in or upon said street being vacated, which exceeds the cost which would apply in the event said portion of said street had remained a street and had not been vacated.
- 2) Undersigned waives any and all claims, actions or causes of action which in any way may result to it, to the above portion of the street to be vacated, ~~and to any property abutting said portion of the street being vacated~~, and to any property abutting said portion of the street being vacated because of or in any way pertaining to the existence, maintenance, operation, repair, replacement, or reconstruction of any sewer or other utility now or hereafter located in or upon said portion of said street being vacated.
- 3) Any construction or improvement on any portion of said street being vacated and upon any abutting property shall be so constructed and maintained so as not to cause any damage to any sewer in said portion of the street being vacated or to any utility now or hereafter therein or thereon.
- 4) Any damage caused to any aforesaid sewer or utility resulting from any structure, improvement, operation or conduct by or in behalf of the undersigned, its successors and assigns, shall be paid by undersigned, its successors and assigns.

5) The provisions hereof are binding upon the undersigned, its successors and assigns, and are covenants running with and binding upon the land.

Attest:  
  
Secretary

KELLOGG COMPANY,  
a Delaware Corporation,  
authorized to do business  
in Nebraska,

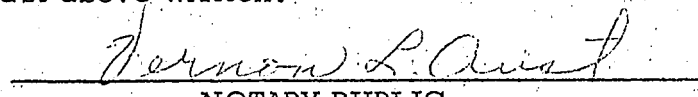
By   
President

(Corporate Seal)

STATE OF MICHIGAN )  
~~STATE OF NEBRASKA, ==>~~  
 ) ss.  
~~Douglas County =====>~~  
County of Calhoun )

On this 21st day of May, 1963, before me, the undersigned, a Notary Public in and for said County, personally came L. C. Roll and Norman Bristol, President and Secretary, respectively, of Kellogg Company, a Delaware Corporation, authorized to do business in Nebraska, to me personally known to be the President and Secretary thereof and the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said Corporation, and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Battle Creek in said County, the day and year last above written.



VERNON L. AUST NOTARY PUBLIC  
Notary Public, Calhoun County, Mich.  
My Commission expires April 17, 1964

My Commission expires \_\_\_\_\_

ORDINANCE No. 22617

AM ORDINANCE vacating Center Street from the East Line of 25th Avenue, produced South, to the westerly line of the Union Pacific Railroad Right-of-way in the SE $\frac{1}{4}$  of Section 28, Township 15 North, Range 13, East of the 6th P.M., in the City of Omaha and providing the effective date hereof.

WHEREAS, petition to vacate representing owners of more than 75 percent of the property abutting on Center Street from the East Line of 25th Avenue, produced South, to the westerly line of the Union Pacific Railroad Right-of-way in the SE $\frac{1}{4}$  of Section 28, Township 15 North, Range 13, East of the 6th P.M., in the City of Omaha, has been filed with the City of Omaha; and

WHEREAS, said property owners have in and by said petition waived any and all damages that may be occasioned by said vacation;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That Center Street from the East Line of 25th Avenue, produced South, to the westerly line of the Union Pacific Railroad Right-of-way in the SE $\frac{1}{4}$  of Section 28, Township 15 North, Range 13, East of the 6th P.M., in the City of Omaha be, and is hereby, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable laws, shall be subject to the conditions and limitations that there is reserved to the City of Omaha: the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; the right to authorize the Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain, repair, renew and operate now existing or hereafter installed water mains, pole lines, conduits and other similar services and equipment above, on and below the surface of the ground for the purpose of serving the general public or abutting property; said rights so reserved shall also include, in part, such lateral connections or branch lines as may be ordered, desired or permitted by the City; and the right to enter upon the premises to accomplish the above purpose at any and all times; provided further, that in the event of the need to repair, reconstruct, change, modify, or in any way alter any of the existing or future sewer lines in said street hereby vacated or of any other utility in said

street, any amount in the cost to do such work or construction over and above the cost which would apply if the street had not been vacated which in any way results from the use of said vacated street by the owner or owners thereof shall be paid by said owner or owners and such obligation shall be an obligation running with and binding upon the land; and provided, further, that any improvement or structure placed in and upon said vacated street or upon any abutting property shall be so constructed as to not damage any sewer or utility located in or upon said street and in the event of damage thereto caused by any improvement or structure, or by the use of said vacated street or abutting property, cost of repair, replacement or reconstruction shall be at the expense of the owner or owners of said property.

Section 2. That this ordinance shall take effect and be in force 15 days from and after its passage.

INTRODUCED BY COUNCILMAN

*[Handwritten signature]*

APPROVED BY:

PASSED

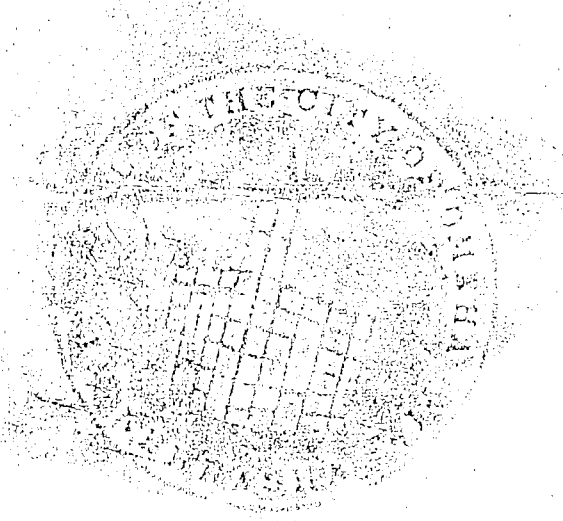
JUN 18 1963

*[Handwritten signature]* acting MAYOR OF THE CITY OF OMAHA DATE 6/19/63

ATTEST

*[Handwritten signature]*  
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM: *[Handwritten signature]*  
DEPUTY CITY ATTORNEY



I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

*[Handwritten signature]*  
BY CITY CLERK

14

RECEIVED

1963 JUL 5 PM 12 40

*D*

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA  
Douglas County  
Entered in Volume 399 and filed  
for Record in the Office of the Register of  
Deeds of said County and recorded in  
BOOK 399 of misc  
Page 363

*Thomas J. O'Connor*

*City of Omaha*

*28-15-13 75-*

28-15-13