

PERMANENT EASEMENT

THIS EASEMENT AGREEMENT, made this 27th day of January, 1978 between the undersigned, CAMPBELL SOUP COMPANY, a New Jersey corporation, herein called "Grantor", and SANITARY AND IMPROVEMENT DISTRICT NO. 59 OF SARPY COUNTY, NEBRASKA, its successors and assigns, herein called "Grantee",

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith convey, give and grant unto the Grantee a permanent easement over, on, across, and under the real property in Sarpy County, Nebraska, as described and drawn in Exhibits "A" and "B" respectively attached hereto.

2. The scope and purpose of said Easement is for the maintenance, repair, replacement and renewal of a sanitary sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purposes of the Easement.

3. Grantor agrees not to place any building or other structure of any kind on the permanent easement area except that railroad tracks, ties, and all other appurtenances required to construct and operate a railroad spur track or multiple spur tracks, paving, storm sewers, and gas, water, electricity or telephone utility lines and structures shall be permitted and the permanent easement area may be used by Grantor for parking, storm sewers and utility and rail access to its lands. Grantor further agrees not to do any thing upon the permanent easement area which would impair the efficient operation and flow of sanitary sewage through the sewer lines located in the permanent easement area. Grantor further agrees that it will adjust the manholes to grade level in the event of any change of grade of the permanent easement area.

4. By accepting and recording this Easement, Grantee agrees to make good or cause to be made good to the owner or owners of the property in which same are planted or constructed any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to crops, trees, grounds, railroad tracks, or other permitted improvements abutting thereon.

5. Grantor does hereby covenant and agree with the said Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said permanent easement; and Grantor further hereby covenants to warrant and defend said easement ways against the lawful claims of all persons whomsoever.

6. This easement grant shall run in favor of and be binding upon the respective successors and assigns, contractors, and agents of the Grantor and Grantee.

FILED FOR RECORD AT 2-2-78 3:50 P. M. IN BOOK 51 OF Miss. Rec.
PAGE 71 Carl L. Hillsted REGISTER OF DEEDS, SARPY COUNTY, NEB. 12 ²⁵

Rec# 00905

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

CAMPBELL SOUP COMPANY, a New Jersey Corporation,

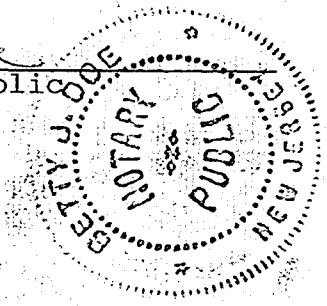
By W.A. Schmidt
Title: Vice President - Capital Improvements

STATE OF NEW JERSEY)
) SS.
COUNTY OF CAMDEN)

On this 27th day of January, 1978, before me, a Notary Public, personally appeared W. A. Schmidt to me known to be the Vice President of Campbell Soup Company and the same person who signed the foregoing document on behalf of said corporation, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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

Betty J. Ode
Notary Public



My Commission expires: July 19, 1978

51-71B

LEGAL DESCRIPTION
PERMANENT SEWER EASEMENT

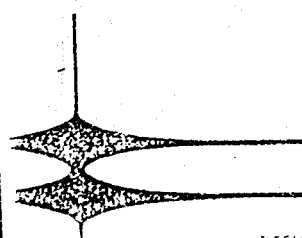
THE FOLLOWING IS A LEGAL DESCRIPTION FOR A PERMANENT SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 14 RANGE 12E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.; THENCE NORTH 08°27'08" WEST A DISTANCE OF 510.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°54'54" WEST A DISTANCE OF 1,049.56 FEET; THENCE SOUTH 37°45'36" WEST A DISTANCE OF 152.94 FEET; THENCE SOUTH 02°09'51" WEST A DISTANCE OF 191.44 FEET; THENCE NORTH 89°52'01" WEST A DISTANCE OF 464.83 FEET; THENCE SOUTH 80°14'24" WEST A DISTANCE OF 151.08 FEET; THENCE NORTH 16°41'23" WEST A DISTANCE OF 20.15 FEET; THENCE NORTH 80°14'24" EAST A DISTANCE OF 155.24 FEET; THENCE SOUTH 89°52'01" EAST A DISTANCE OF 447.25 FEET; THENCE NORTH 02°09'51" EAST A DISTANCE OF 178.56 FEET; THENCE NORTH 37°45'36" EAST A DISTANCE OF 167.06 FEET; THENCE NORTH 79°54'51" EAST A DISTANCE OF 1,064.40 FEET; THENCE ON A 1,450 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 21.24 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SEWER EASEMENT CONTAINS APPROXIMATELY 0.92 ACRES (40,224.18 SQUARE FEET).

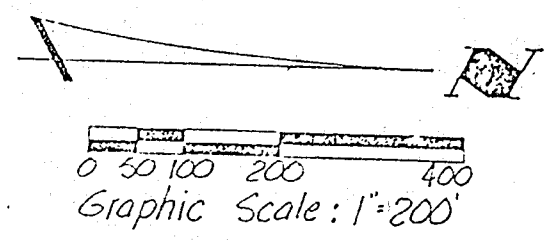
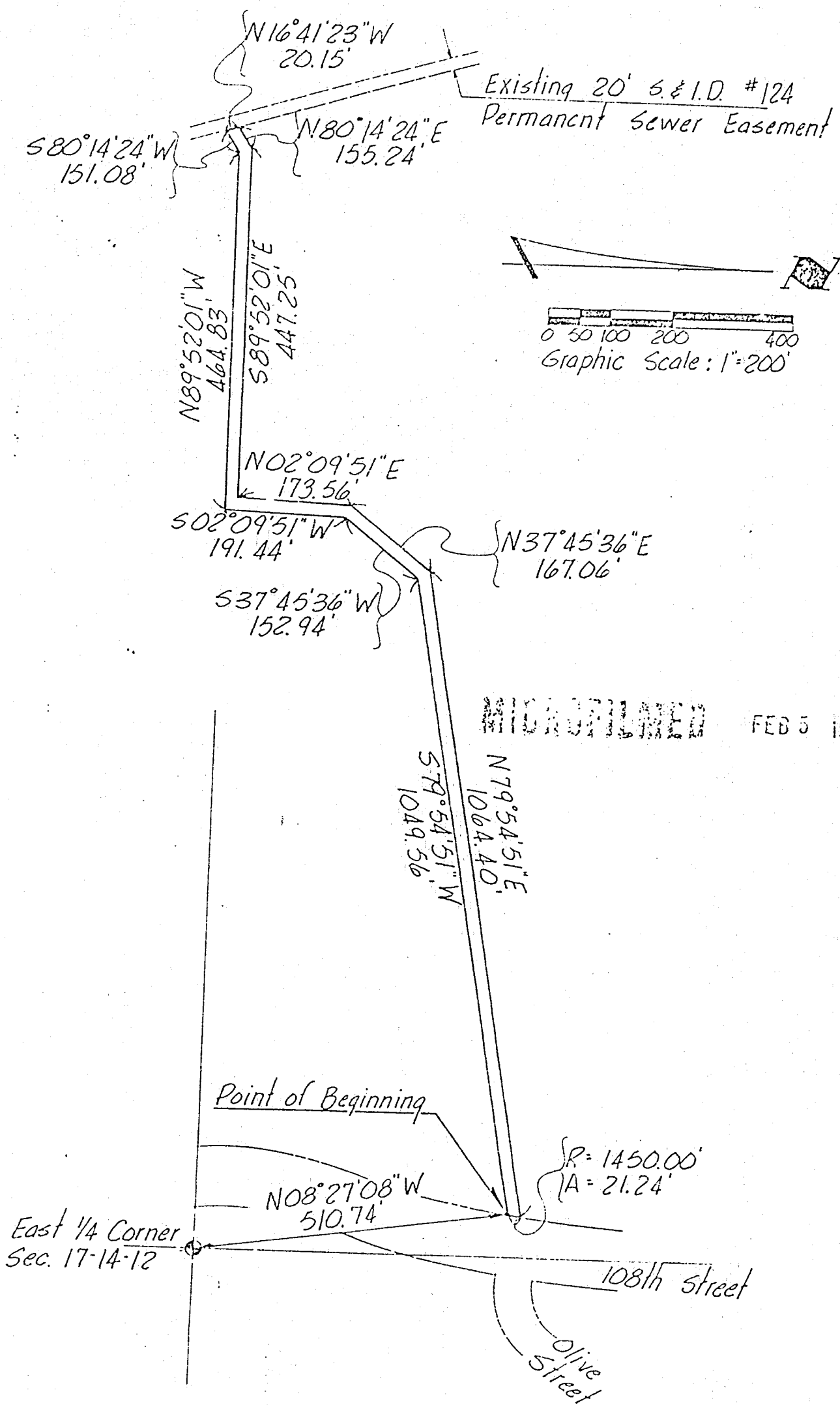
EXHIBIT "A"

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • PLANNERS



FMS IDM EMV J 10/02 2/02

51-710



MICROFILMED FEB 5 1976

EXHIBIT "B"

GOLLEHON, SCHEMMER & ASSOCIATES, INC.
ARCHITECTS • ENGINEERS • PLANNERS

