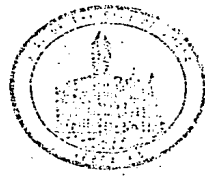


City of Omaha, Nebraska



BOOK 456 PAGE 357
A. V. SORENSEN
MAYOR
WILLIAM E. KORBITZ
PUBLIC WORKS DIRECTOR

PUBLIC WORKS DEPARTMENT
CITY HALL

November 7, 1967

Honorable President

and Members of the City Council,

Transmitted herewith are duplicate originals of the Temporary Construction Easement and Permanent Easement between the City of Omaha and the Union Stockyards Company and the South Omaha Terminal Railway Company. These Easements are in connection with the proposed construction of Sanitary Outfall Sewer No. 3003 being the "Packinghouse Waste Collection Sewer System".

The Temporary Construction Easement and the Permanent Easement have been reviewed by the Right-of-Way Division of the Public Works Department. The legal descriptions and plats which are part of the Easements are accepted as written.

The Public Works Department has approved both the Temporary Construction Easement and the Permanent Easement and requests your consideration and approval of this resolution.

Respectfully submitted,


William E. Korbitz
Public Works Director

AEL:wt



CITY OF OMAHA

COUNCIL CHAMBER

BOOK 456 PAGE 358

Omaha, Nebr. November 7, 1967

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, in connection with the construction of Sanitary Outfall Sewer No. 3003 being the "Packinghouse Waste Collection Sewer System", it is necessary for the City of Omaha to obtain a Temporary Construction Easement and a Permanent Easement from both the Union Stock Yards Company of Omaha and the South Omaha Terminal Railway Company and

WHEREAS, the Union Stock Yards Company and the South Omaha Terminal Railway Company have agreed to grant these easements to the City of Omaha and

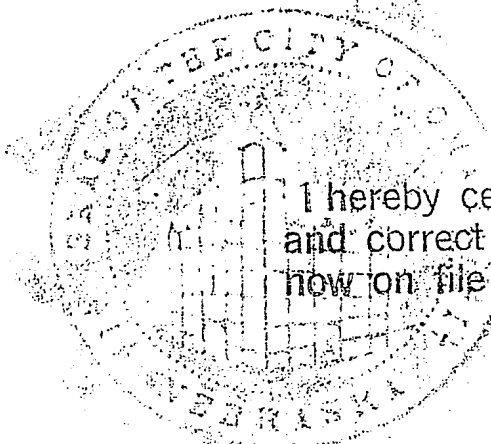
WHEREAS, the City of Omaha has accepted the terms of both the Temporary Construction Easement and the Permanent Easement for the construction of Sanitary Outfall Sewer No. 3003.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, it does approve the Temporary Construction Easement and Permanent Easement granted by the Union Stock Yard Company and the South Omaha Terminal Railway Company.

THAT, it does accept and approve the terms of both easements relative to the construction of the Sanitary Outfall Sewer No. 3003 being the Packinghouse Waste Collection Sewer System.

THAT, the Mayor be, and he hereby is authorized to sign the Temporary Construction Easement and the Permanent Easement on behalf of the City of Omaha, and the City Clerk is authorized to attest the same.



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.

Mary Gallagher Carnett
CITY CLERK

By *[Signature]*
Councilman

NOV 7 1967

Adopted *Mary Gallagher Carnett*
City Clerk

Approved *[Signature]* 11/9/67
Acting Mayor

Resolution by Mr. _____
Accept and approve terms of both the Temporary Construction Easement and Permanent Easement granted by the Union Stock Yard Co. and South Omaha Terminal Railway Co. to the City of Omaha relative to construction of Sanitary Outfall Sewer No. 3003, being the Packinghouse Waste Collection Sewer System

[Handwritten mark]

Presented to City Council

NOV 7 1967

Adopted

Mary Gallagher Carnett
City Clerk

E A S E M E N T

THIS INDENTURE, made this 23rd day of October, 1967, between UNION STOCK YARDS COMPANY OF OMAHA (LIMITED) hereinafter referred to as "Grantor", and the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter called "City".

The City hereby acknowledges and recognizes that the land which is subject to this easement constitutes part of the railroad right-of-way of the railroad operated by the Grantor's subsidiary, the South Omaha Terminal Railway Company, and that the railroad tracks and related facilities situated thereon are continuously being used by the said subsidiary in the operation of its terminal railroad. Accordingly, it is understood and agreed that the use of the term "Grantor" herein shall include both the Union Stock Yards Company of Omaha (Limited), and its subsidiary, the South Omaha Terminal Railway Company, or both, as the case may be.

WITNESSETH:

That said Grantor in consideration of the sum of

One
Dollars (\$1.00) and other valuable consideration, to Grantor in hand paid by said City, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto said City and its assigns forever, a sewer and drainage easement for the right to use, construct, build, lay, maintain, repair and construct sanitary or storm sewer pipe or drainage way for the passage of sewer water and sewage or storm water, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, or drainage facility, in, through, and under the parcels of land described on Exhibits A through H attached hereto, and by reference made a part hereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Grantor to use and maintain its entire said railroad right-of-way, except as herein authorized and contemplated, in the performance of its public duty as a common carrier, and is also subject to the right and power of the Grantor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along, under or across any or all parts of said right-of-way, all or any of which may be freely done at any time or times by the Grantor without liability to the City or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right-of-way, and others) and the right of the Grantor to renew and extend the same.

It is understood and agreed that the subject packinghouse waste interceptor and collection sewer shall be constructed, maintained, repaired, renewed, modified or reconstructed by or at the expense of the City and all said work performed on said right-of-way

and on the said land subject to this easement in connection therewith, including, but not limited to, the removal or disturbance of any and all railroad tracks or trackage, the various points of access, the timing thereof, the manner of performing the work of replacement of the land and ballast to the underside of the ties for all railroad tracks removed or disturbed, the amount of ditch opened or track or trackage removed or disturbed at any one time, and the length of time the use of any such track or trackage shall be interrupted, shall be done to the satisfaction of the Grantor. Provided, however, with regard to any railroad tracks of Grantor situated on land not covered by an easement or temporary construction easement from Grantor to the City in connection with the said sewer project, the Grantor shall have the right to require the City to furnish such support as the Grantor may deem necessary for the safety of Grantor's said track or tracks, rolling stock and equipment, and its personnel using or operating the same so as to insure the safe and uninterrupted use thereof during the time of the construction, maintenance, repair, renewal, modification, or reconstruction of the said sewer.

It is also understood and agreed that the work involved in constructing and installing the said packinghouse waste interceptor and collection sewer system shall be done in accordance with the final plans and specifications prepared by Kirkham, Michael & Associates, architects and engineers, of Omaha, Nebraska, regarding S.O.S. Project No. 3003, Parts I, II, and III. It is further agreed that the work of construction shall not be commenced without the prior written approval of Grantor, nor shall any changes in the manner of performing the said work as set forth in the said plans and specifications prepared by Kirkham, Michael & Associates insofar as the same involves the property and right-of-way of Grantor be made without the prior written approval of Grantor. In addition, such work shall not be commenced without giving at least thirty (30) days' prior written notice to the Grantor, together with a construction time schedule covering all phases of the work involved and indicating the amount of time that each section of track will be out of operation or the use of the same interrupted.

Furthermore, the City hereby agrees to pay to the Grantor the cost, including applicable salaries and wages, of replacing and restoring to the same condition it was in at the time this agreement is executed any track or trackage and ballast removed or disturbed as a result of the granting of this easement, plus ten percent (10%) thereof to cover elements of expense not capable of exact measurement, which amount shall be payable to Grantor by the City within thirty (30) days after the said work has been completed and the City has been billed therefor by the Grantor. In this connection, the City acknowledges that the Grantor has advised the City of the estimated cost of such replacement and restoration work.

Any existing tracks or trackage removed as a result of executing this easement or the performance of the said sewer work shall be safely stored by the party removing the same adjacent to the place from which the same was removed so as to expedite and facilitate its replacement by the Grantor.

If the City does not use the easement herein granted or the said interceptor sewer for one year, the Grantor may, at its option, forthwith terminate this easement by serving a written notice of termination upon the City.

As a further consideration for the granting of this easement, the City agrees, as soon as possible, time being of the essence, to restore the land and property subject to this easement, excepting only the railroad tracks now located thereon, but including the grade thereof and the ballast to the underside of the ties for all railroad tracks removed or disturbed as a result of the granting of this easement, to the same condition it was in at the time this easement is granted and to repair or replace, or both, any damage done to the premises covered by this easement or any improvements thereon, all at the sole expense of the City.

In addition, the City of Omaha hereby indemnifies and holds harmless the Grantor, its agents, servants and employees, of and from any and all claims, suits, liens (including mechanic's or materialmen's, or both), taxes, liability, loss, damages, costs and expenses of any nature whatsoever which may result from or arise out of the granting of this easement, the construction, installation, maintenance, repair, renewal, relocation, modification, reconstruction, or removal of the subject sewer, or the use or occupation of the subject premises by the City or its contractor or a sub-contractor thereof.

The City further does hereby release the Grantor, its agents, servants and employees, from all liability for damages on account of injury or damage to the subject packing-house waste interceptor sewer from any cause whatsoever and in particular from the operation of the aforesaid terminal railroad.

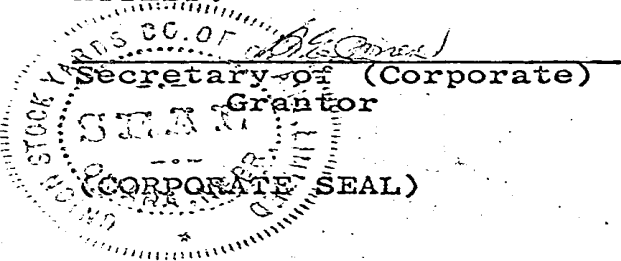
Said Grantor for itself, its successors and assigns, does confirm with the said City and its assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this easement to said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

This agreement and the terms and conditions hereof shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said Grantor and City have executed this agreement the day and year first above written.

UNION STOCK YARDS COMPANY OF OMAHA
(LIMITED), a corporation, Grantor
920 Livestock Exchange Building
Omaha, Nebraska

ATTEST:



By [Signature]
President

The South Omaha Terminal Railway Company, a corporation, as lessee of some or all of the land subject to the foregoing easement, hereby consents to and joins in the execution of the said easement agreement with the Union Stock Yards Company of Omaha (Limited), as Grantor thereunder, on the same terms and conditions with regard to the said Grantor as set forth in the said agreement.

SOUTH OMAHA TERMINAL RAILWAY COMPANY, a corporation, Lessee
920 Livestock Exchange Building
Omaha, Nebraska

By [Signature]
President

ATTEST:
[Signature]
Secretary of (Corporate) Lessee
SEAL
CORPORATE SEAL

CITY OF OMAHA, a Municipal corporation,

By [Signature]
Acting MAYOR

ATTEST:
[Signature]
CITY CLERK

(SEAL OF THE CITY OF OMAHA)

Resolution No. 4400
passed on November 7, 1967.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 13th day of October, 19 67, before me, the undersigned, a Notary Public in and for said County, personally came Fred W. Gilmore, President of the Union Stock Yards Company of Omaha (Limited), a corporation, and S. E. Jones, 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 Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public

My Commission Expires Feb 8, 1971

HAROLD J. NORMAN
NOTARIAL
FEB. 8, 1971
DOUGLAS COUNTY, NEBRASKA

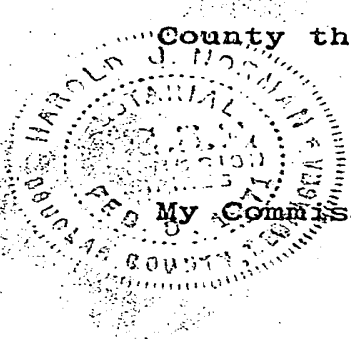
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

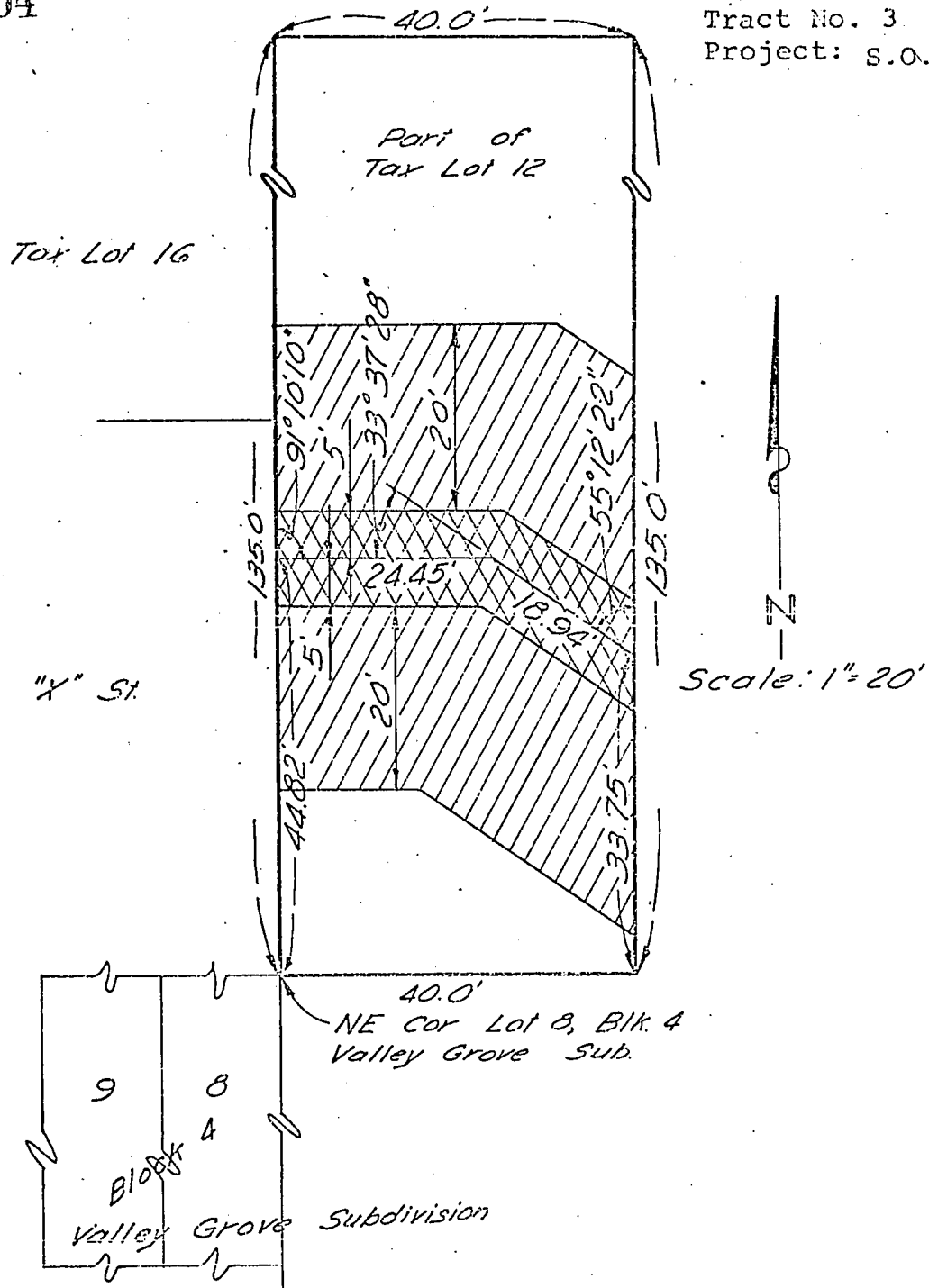
On this 23rd day of October, 1967,
before me, the undersigned, a Notary Public in and for said
County, personally came Fred W. Gilmore, President of the
South Omaha Terminal Railway Company, a corporation, and S.
E. Jones, Secretary of said corporation, to me personally
known to be the President and 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 Notarial Seal at Omaha in said
County the day and year last above written.

Harold J. Norman
Notary Public

My Commission Expires Feb 8, 1971




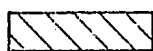


LEGAL: See attached sheet.

PERMANENT SEWER EASEMENT: See attached sheet.

TEMPORARY CONSTRUCTION EASEMENT: See attached sheet.

 Permanent Sewer Easement -- 434 S.F.

 Temporary Construction Easement

Owner: Union Stock Yards Co. of Omaha (Limited).

Date: May 11, 1967

TRACT NO. 3

LEGAL:

That portion of Tax Lot 12, in the NE $\frac{1}{4}$ of Section 9, Township 14 North, Range 13 East of the 6th P.M. in the City of Omaha (formerly South Omaha), Douglas County, Nebraska, and more particularly described as follows:

Beginning at the northeast corner of Lot 8, Block 4, Valley Grove Subdivision; thence in a northerly direction along the west line of Tax Lot 12, a distance of 135 feet; thence in an easterly direction 40 feet; thence in a southerly direction 135 feet; thence in a westerly direction 40 feet to the true point of beginning.

PERMANENT SEWER EASEMENT:

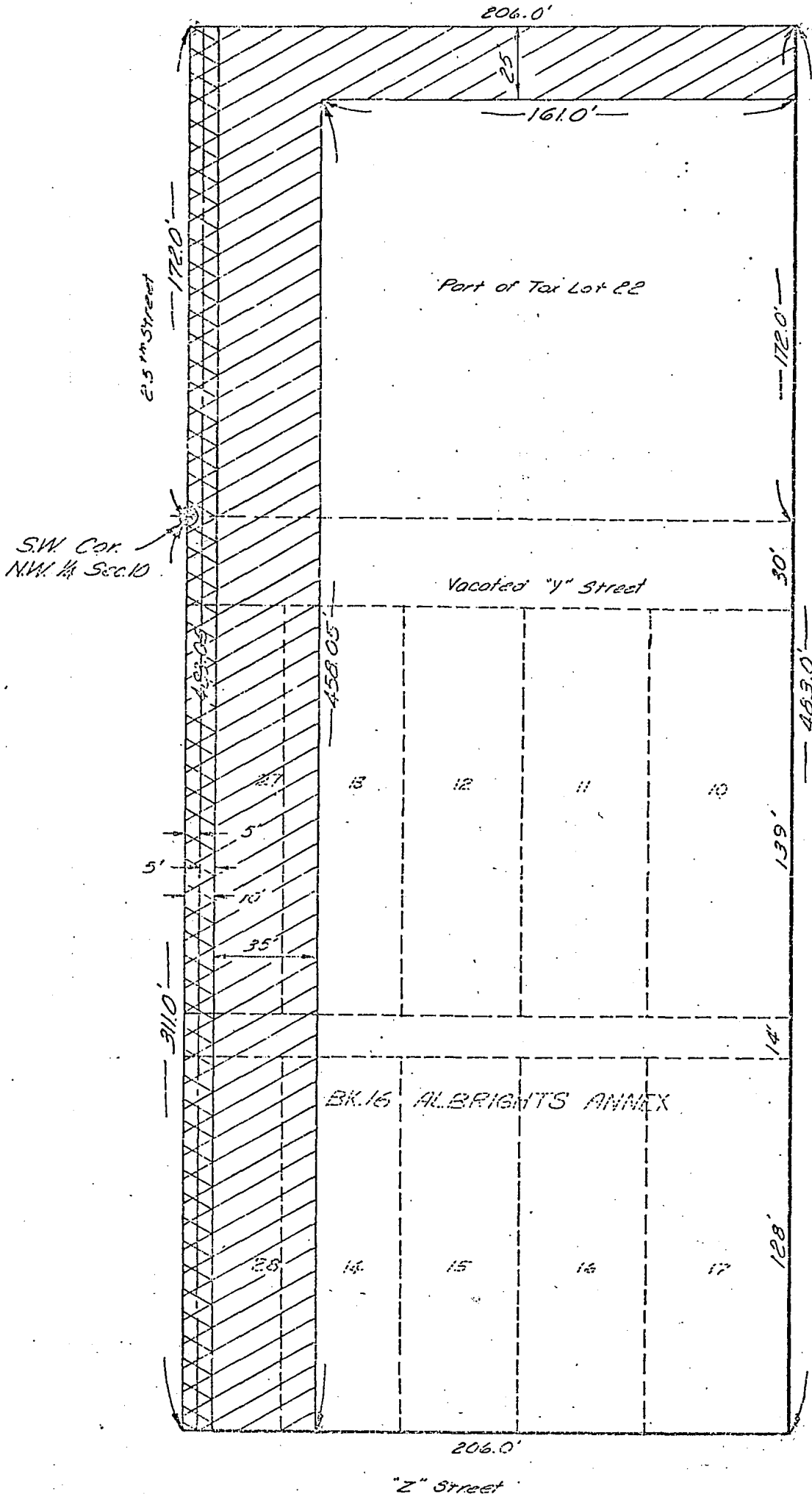
A 10-foot strip of land 5 feet each side of the following described line and its prolongation:

Beginning at a point on the west side of Tax Lot 12, said point being 44.82 feet north of the northeast corner of Lot 8, Block 4, Valley Grove Subdivision; thence easterly with a deflection angle to the right of 91°10'10", a distance of 24.45 feet; thence southeasterly with a deflection angle to the right of 33°37'28", a distance of 18.94 feet to the point of ending, said point being 40 feet east of and 33.75 feet north of the northeast corner of Lot 8, Block 4, Valley Grove Subdivision.

TEMPORARY CONSTRUCTION EASEMENT:

A 40-foot strip of land being the northerly 20 feet and the southerly 20 feet of a 50-foot strip of land lying 25 feet each side of the following described line and its prolongation;


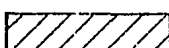
Beginning at a point on the west side of Tax Lot 12, said point being 44.82 feet north of the northeast corner of Lot 8, Block 4, Valley Grove Subdivision; thence easterly with a deflection angle to the right of 91°10'10", a distance of 24.45 feet; thence southeasterly with a deflection angle to the right of 33°37'28", a distance of 18.94 feet to the point of ending, said point being 40 feet east of and 33.75 feet north of the northeast corner of Lot 8, Block 4, Valley Grove Subdivision.



LEGAL: See attached sheet.

PERMANENT SEWER EASEMENT: See attached sheet.

TEMPORARY CONSTRUCTION EASEMENT: See attached sheet.

-  Permanent Sewer Easement --- 4830 S.F.
-  Temporary Construction Easement

Owner: Union Stock Yards Company of Omaha (Limited)

Date: May 9, 1967

Exhibit "B"

TRACT NO. 5

LEGAL:

A part of Tax Lot 22, in Section 10, Township 14 North, Range 13 East of the 6th P.M and part of Block 16, Albright's Annex, and part of vacated "Y" Street and the vacated alley in Block 16, Albright's Annex, all in the City of Omaha, Douglas County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$ of Section 10; thence northerly along the west section line a distance of 172.0 feet; thence easterly a distance of 206.0 feet; thence south along the east line of Lots 10 and 17 of Block 16 projected, a distance of 483.0 feet to the southwest corner of Lot 17, Block 16, said point also being on the north line of "Z" Street; thence westerly along the north line of "Z" Street and the south line of Block 16, a distance of 206.0 feet, to the west line of Section 10 and the west line of said Block 16; thence northerly along said west line a distance of 311.0 feet to the true point of beginning.

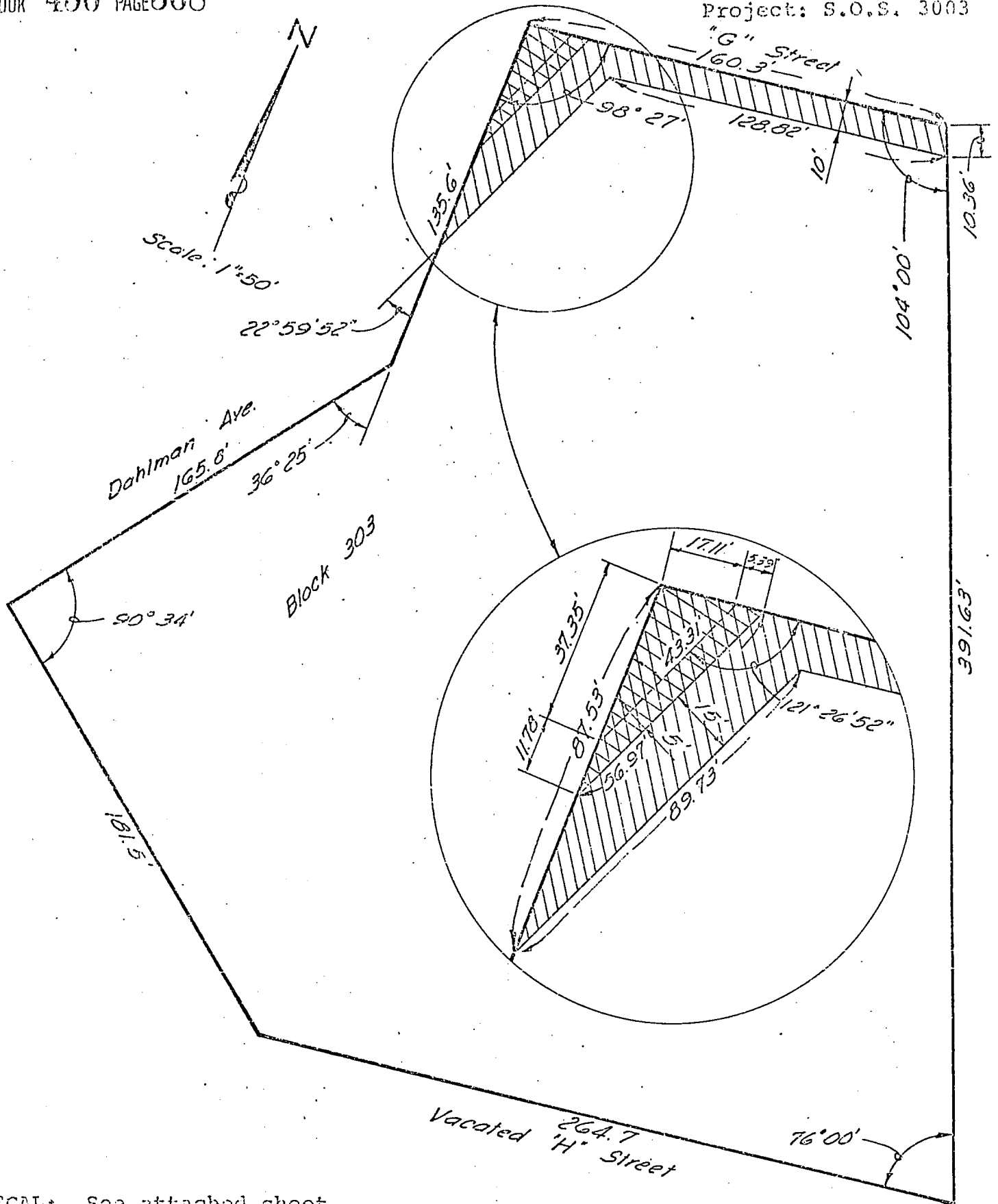
PERMANENT SEWER EASEMENT:

The westerly 10 feet of the parcel described herein and being parallel and adjacent to the west section line of Section 10.

TEMPORARY CONSTRUCTION EASEMENT:

All of the said described parcel lying westerly and northerly of the following described line:

Beginning at a point on the north right-of-way of "Z" Street, said point being 45 feet east of the west section line of Section 10; thence north parallel to the west section line of Section 10, a distance of 458.05 feet; thence east on a line 25 feet south of and parallel to the north line of said parcel a distance of 161.00 feet to the point of ending, said point being on the east line of said parcel and 25 feet south of the northeast corner of said parcel, excepting therefrom the permanent sewer easement as previously described herein.



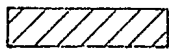
LEGAL: See attached sheet.

PERMANENT SEWER EASEMENT: See attached sheet.

TEMPORARY CONSTRUCTION EASEMENT: See attached sheet.



Permanent Sewer Easement -- 547 S.F.



Temporary Construction Easement

Owner: Union Stock Yards Co. of Omaha (Limited)

Date: May 12, 1967

LEGAL:

Block 303 in the NW $\frac{1}{4}$ of Section 4, Township 14 North, Range 13 East of the 6th P.M. in the City of Omaha (formerly South Omaha), as surveyed, platted and recorded in Douglas County, Nebraska.

PERMANENT SEWER EASEMENT:

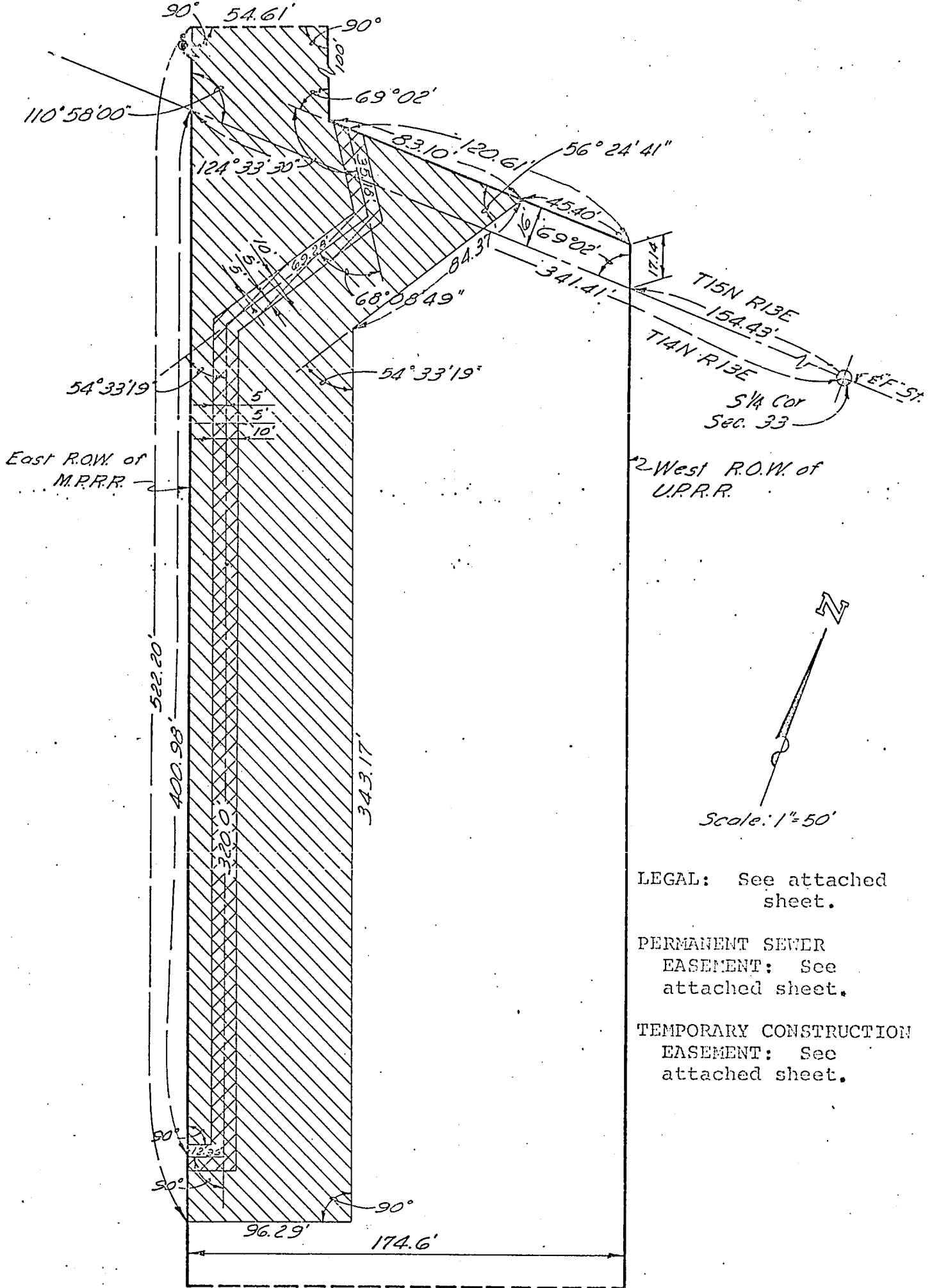
A parcel of land lying northerly and westerly of the following line:

Beginning at a point on the south line of "G" Street, said point also being on the northerly line of Block 303, said point being 22.50 feet east of the northwest corner of Block 303 at the southeast corner of "G" Street and Dahlman Avenue; thence in a southwesterly direction with a deflection angle to the right of 121°26'52", a distance of 56.97 feet to the point of ending, said point being on the easterly line of Dahlman Avenue and the westerly line of Block 303, from said point the northwest corner of said Block 303 lies in a northerly direction with a deflection angle to the right of 157°00'08", a distance of 49.13 feet.

TEMPORARY CONSTRUCTION EASEMENT:

A strip of land more particularly bounded and described as follows:

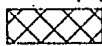
Beginning at the northwest corner of Block 303; thence in an easterly direction along the north line of said block a distance of 160.30 feet; thence southeasterly with a deflection angle to the right of 76°00'00", a distance of 10.36 feet; thence westerly along a line 10 feet south of and parallel to the north line of Block 303 and a deflection angle to the right of 104°00'00", a distance of 128.82 feet; thence southwesterly with a deflection angle to the left of 58°33'08", a distance of 89.73 feet to a point on the westerly line of Block 303; thence northerly along the westerly line of Block 303 with a deflection angle to the right of 157°00'08", a distance of 87.53 feet to the true point of beginning, excepting therefrom that portion previously described for permanent sewer easement.

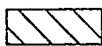


LEGAL: See attached sheet.

PERMANENT SEWER EASEMENT: See attached sheet.

TEMPORARY CONSTRUCTION EASEMENT: See attached sheet.

 Permanent Sewer Easement -- 4378 S.F.

 Temporary Construction Easement

Owner: Union Stock Yards Co. of Omaha, Limited

Date: June 5, 1967

Exhibit "D"

TRACT NO. 17

TRACT NO. 17

LEGAL:

The portion of the land that is owned by the Union Stock Yards Company of Omaha Limited located in the NW $\frac{1}{4}$ of Section 4, Township 14 North, Range 13 East, and the SW $\frac{1}{4}$ of Section 33, Township 15 North, Range 13 East of the 6th P.M. in the City of Omaha, County of Douglas, State of Nebraska, said tract of land is located in the vicinity of "F" Street and is east of and is adjacent to the east right-of-way line of the Missouri Pacific Railroad Company property and west of and adjacent to the west right-of-way of the Union Pacific Railroad Company property.

PERMANENT SEWER EASEMENT:

A 10-foot strip of land 5 feet each side of the following described line and its prolongation:

Commencing at the south quarter corner of Section 33, Township 15 North, Range 13 East, and proceeding thence along the centerline of "F" Street in a westerly direction a distance of 154.43 feet to a point on the right-of-way line between the Union Pacific Railroad and the South Omaha Terminal Railway (Union Stock Yards Company of Omaha); thence northwesterly with a deflection angle to the right of 69°02'00" a distance of 17.14 feet; thence westerly with a deflection angle to the left of 69°02'00" a distance of 120.61 feet to the true point of beginning; thence southeasterly with a deflection angle to the left of 124°33'30" a distance of 35.18 feet; thence southwesterly with a deflection angle to the right of 68°08'49" a distance of 69.28 feet; thence southeasterly with a deflection angle to the left of 54°33'19" a distance of 320.0 feet; thence southwesterly with a deflection angle to the right of 90°00'00" a distance of 12.96 feet to the true point of ending, said point lies on the easterly right-of-way line of the Missouri Pacific Railway, from said point of ending the south quarter corner of Section 33 lies the following two courses and distances; thence northwesterly with a deflection angle to the right of 90°00'00" a distance of 400.98 feet to the centerline of "F" Street; thence easterly with a deflection angle to the right of 110°58'00" a distance of 341.41 feet to the south quarter corner of Section 33.

TEMPORARY CONSTRUCTION EASEMENT:

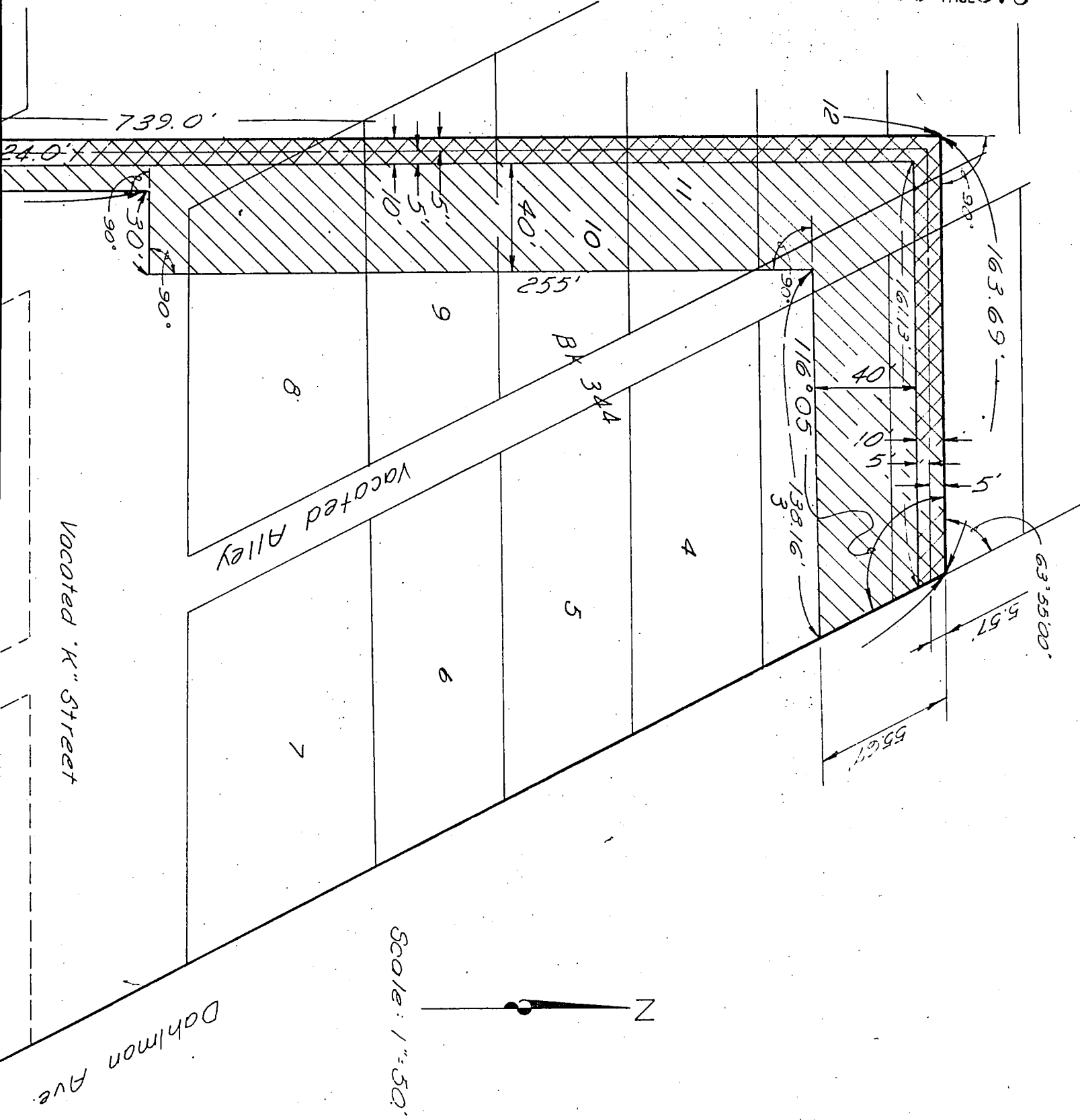
A tract of land more particularly bounded and described as follows:


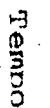
Commencing at the south quarter corner of Section 33, Township 15 North, Range 13 East, and proceeding thence in a westerly direction along the centerline of "F" Street a distance of 154.43 feet to a point on the right-of-way line between the Union Pacific Railroad and the South Omaha Terminal Railway (Union Stock Yards Company of Omaha); thence northwesterly with a deflection angle to the right of 69°02'00" a distance of 17.14 feet; thence westerly with a

TRACT NO. 17 - S.O.S. 3003

BOOK 456 PAGE 372

deflection angle to the left of $69^{\circ}02'00''$ a distance of 45.40 feet to the true point of beginning; thence southwesterly with a deflection angle to the left of $56^{\circ}24'41''$ a distance of 34.37 feet; thence southeasterly with a deflection angle to the left of $54^{\circ}33'19''$ a distance of 343.17 feet; thence southwesterly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 62.96 feet to a point on the easterly right-of-way line of the Missouri Pacific Railroad; thence northerly along the easterly right-of-line of Missouri Pacific Railroad with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 522.20 feet; thence northeasterly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 54.61 feet; thence southeasterly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 100.0 feet; thence easterly with a deflection angle to the left of $69^{\circ}02'00''$ along a line 16 feet northerly of and parallel to the centerline of "F" Street a distance of 83.10 feet to the true point of beginning, excepting therefrom that portion previously described for the permanent sewer easement.



-  Permanent Sewer Easement - 8850 S.F.
-  Temporary Construction Easement
- LEGEND:** See attached sheet.
- PERMANENT SEWER EASEMENT:** See attached sheet.
- TEMPORARY CONSTRUCTION EASEMENT:** See attached sheet.

SW COR
Block 358

130'

4

5

6

7

8

9

10

Bk. 358

Vacated Alley

424'

358

90°

2

3

Vacated Sharp Street

14

13

12

11

10

Bk

359

9

Vacated Alley

8

3

4

2

520.57

"L" Street

811.66'

5

6

63° 55'

7

Owner: Union Stock Yards Co. of Omaha, Limited
Date: June 5, 1967

TRACT NO. 18

LEGAL:

A part of the land that is owned by the Union Stock Yards Company of Omaha Limited situated in the North $\frac{1}{2}$ of Section 4, Township 14 North, Range 13 East, and being a part of Lot 2 and Lots 3 through 7, and a part of Lots 8 through 13 of Block 344 together with the vacated alley, all of Block 359 together with the vacated alley, Lots 1 through 3 of Block 358 together with that portion of vacated "K" Street that abuts Blocks 344 and 359, and that part of vacated Sharp Street that abuts Blocks 359 and 358, all in the City of Omaha (formerly South Omaha), County of Douglas, State of Nebraska, as surveyed, platted and recorded and more particularly described as follows:

Beginning at the southeast corner of Lot 7, Block 359, said point being on the northerly line of "L" Street and the westerly line of Dahlman Avenue and proceeding thence along the northerly line of "L" Street in a westerly direction a distance of 520.57 feet to a point that is 131 feet east of the southwest corner of Block 358; thence northerly and 131 feet east of and parallel to the west line of said Block 358 produced a distance of 739.0 feet; thence easterly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 163.69 feet to a point on the west line of Dahlman Avenue; thence southeasterly along the west line of Dahlman Avenue 811.66 feet to the true point of beginning.

PERMANENT SEWER EASEMENT:

A 10-foot strip of land 5 feet each side of the following described line and its prolongation:

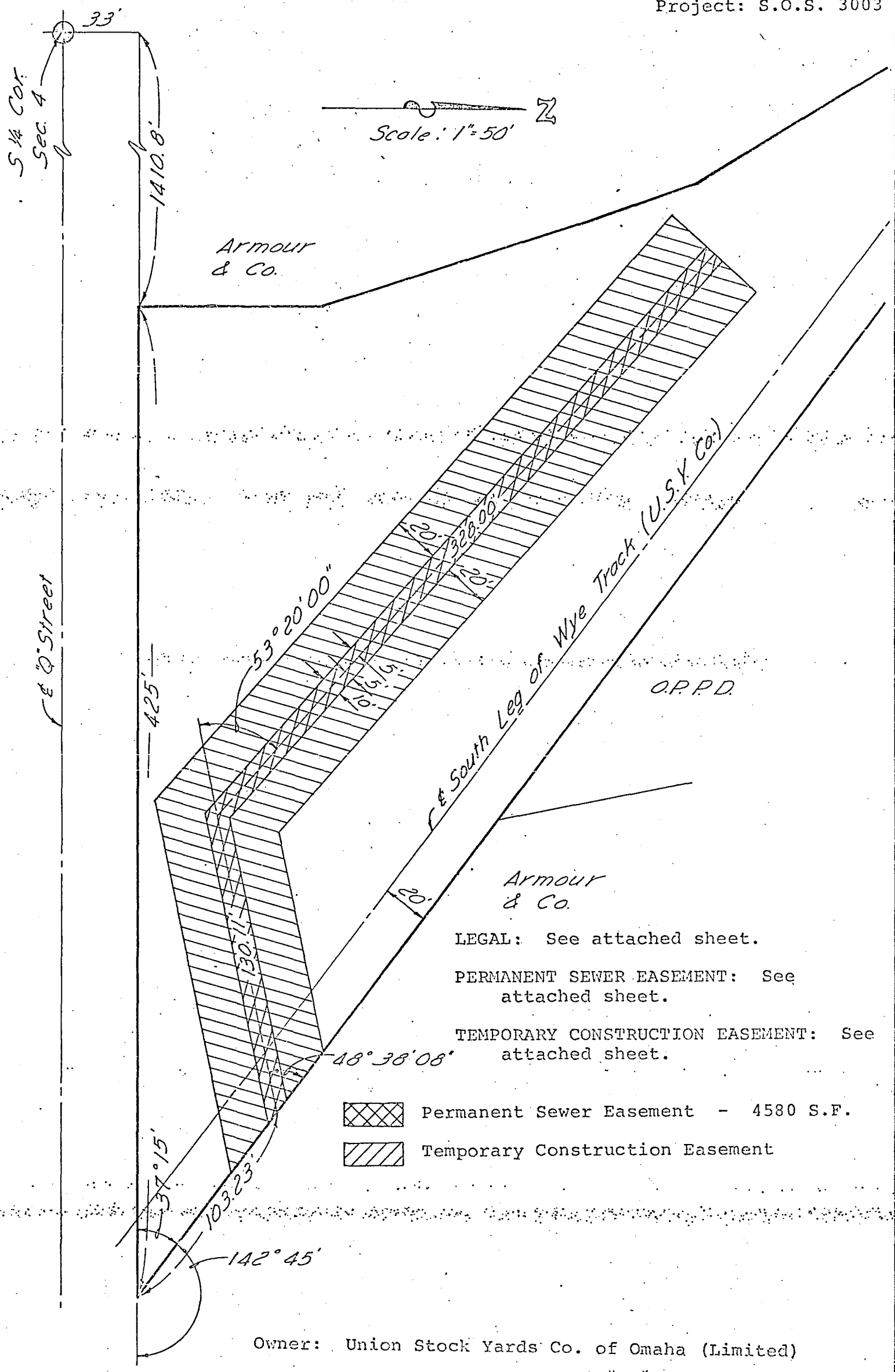
Commencing at the southeast corner of Lot 7, Block 359, and proceeding thence northwesterly along the westerly line of Dahlman Avenue a distance of 806.09 feet to the true point of beginning; thence westerly with a deflection angle to the left of $63^{\circ}55'00''$ a distance of 161.13 feet; thence southerly with a deflection angle to the left of $90^{\circ}00'00''$ a distance of 724.0 feet to the true point of ending, said point lies on the northerly right-of-way of "L" Street, from said point the southeast corner of Lot 7, Block 359 lies in an easterly direction with a deflection angle to the left of $90^{\circ}00'00''$ a distance of 515.57 feet.

TEMPORARY CONSTRUCTION EASEMENT:


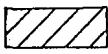
That part of the above described parcel lying northerly of and westerly of the following described line:

Commencing at the southeast corner of Lot 7, Block 359, and proceeding thence in a northwesterly direction along the westerly line of Dahlman Avenue a distance of 755.99 feet to the true point of beginning; thence westerly with a deflection angle to the left of $63^{\circ}55'00''$ a distance of 138.16 feet; thence southerly with a deflection angle to the left of $90^{\circ}00'00''$ a distance of 255.00 feet;

thence westerly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 30.0 feet; thence southerly with a deflection angle to the left of $90^{\circ}00'00''$ a distance of 424.0 feet to the true point of ending, said point lies on the northerly right-of-way of "L" Street, from said point of ending the southeast corner of Lot 7, Block 359 lies in an easterly direction with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 500.57 feet, excepting therefrom that portion previously described as the permanent sewer easement.



LEGAL: See attached sheet.
 PERMANENT SEWER EASEMENT: See attached sheet.
 TEMPORARY CONSTRUCTION EASEMENT: See attached sheet.

-  Permanent Sewer Easement - 4580 S.F.
-  Temporary Construction Easement

Owner: Union Stock Yards Co. of Omaha (Limited)
 Date: June 21, 1967 Exhibit "F" TRACT NO. 20

TRACT NO. 20

LEGAL:

A portion of the property that is owned by the Union Stock Yards Company of Omaha, Limited, situated in the SE $\frac{1}{4}$ of Section 4, Township 14 North, Range 13 East of the 6th P.M. in the City of Omaha, Douglas County, Nebraska, being bounded on the south by the northerly line of "Q" Street and on the west by the Armour & Company property and on the east by the Armour & Company property and the Omaha Public Power District property in the vicinity of the area known as the south leg of the Wye track area.

PERMANENT SEWER EASEMENT:

A ten-foot strip of land being 5 feet each side of the following described line and its prolongation:

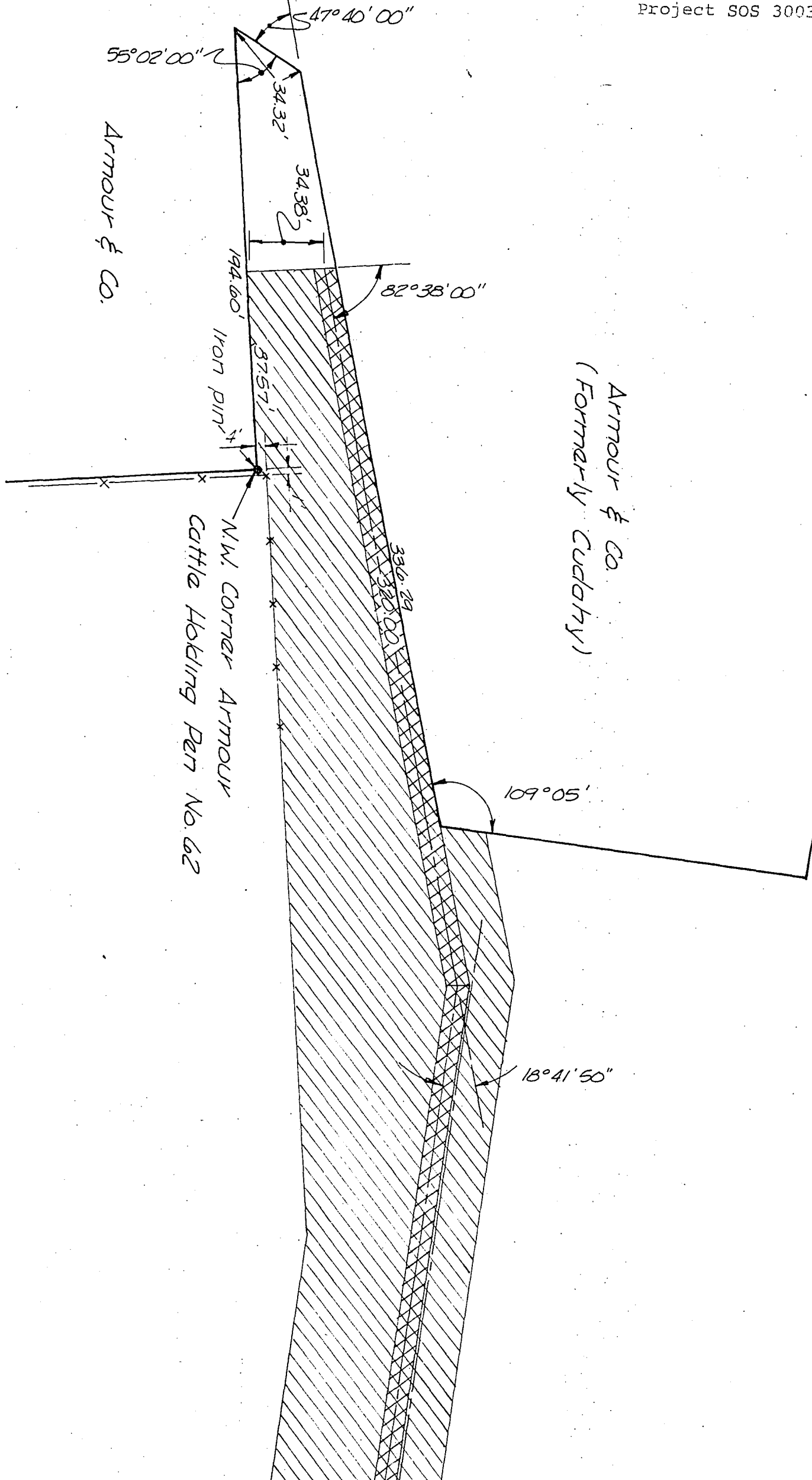
Commencing at a point on the northerly line of "Q" Street, said point lies 33 feet northerly of and 1835.8 feet easterly of the South Quarter corner of Section 4 and proceeding thence northwesterly with a deflection angle to the left of 142°45'00" along a line lying 20 feet easterly of and parallel with the south leg of the Wye track a distance of 103.23 feet to the true point of beginning; thence southwesterly with a deflection angle to the left of 48°38'08" a distance of 130.11 feet; thence northwesterly with a deflection angle to the right of 53°20'00" a distance of 328.00 feet to the true point of ending.

TEMPORARY CONSTRUCTION EASEMENT:

A 40 foot strip of land being the northerly and easterly 20 feet and the southerly and westerly 20 feet of a 50 foot strip of land lying 25 feet each side of the following described line and its prolongation:

Commencing at a point on the northerly line of "Q" Street, said point lies 33 feet northerly of and 1835.8 feet easterly of the South Quarter corner of Section 4 and proceeding thence northwesterly with a deflection angle to the left of 142°45'00" along a line lying 20 feet easterly of and parallel with the south leg of said Wye track a distance of 103.23 feet to the true point of beginning; thence southwesterly with a deflection angle to the left of 48°38'08" a distance of 130.11 feet; thence northwesterly with a deflection angle to the right of 53°20'00" a distance of 328.00 feet to the true point of ending.

Tract No. 22
Project SOS 3003



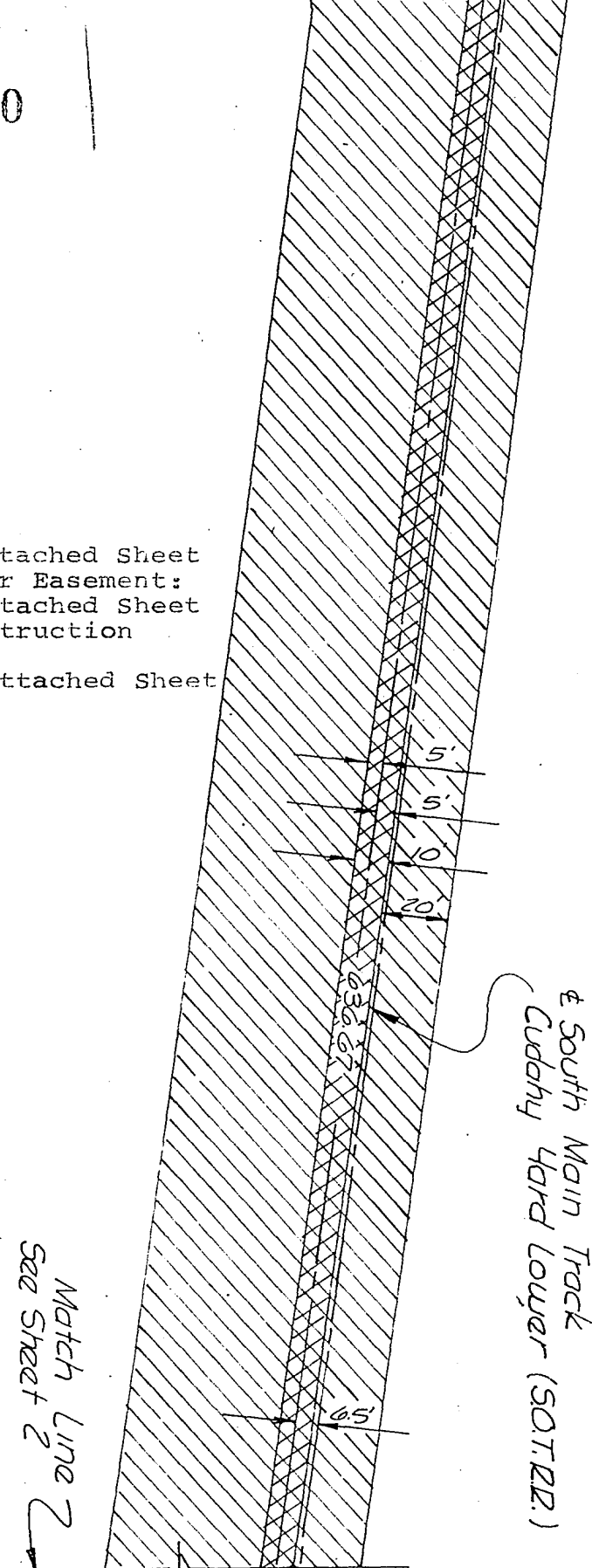
ARMOUR & CO.

ARMOUR & CO.
(FORMERLY CUDDAHY)

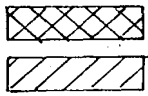
N.W. CORNER ARMOUR
CATTLE HOLDING PEN NO. 62

IRON PIN

Legal: See Attached Sheet
 Permanent Sewer Easement:
 See Attached Sheet
 Temporary Construction
 Easement:
 See Attached Sheet



Scale: 1" = 50'
 N



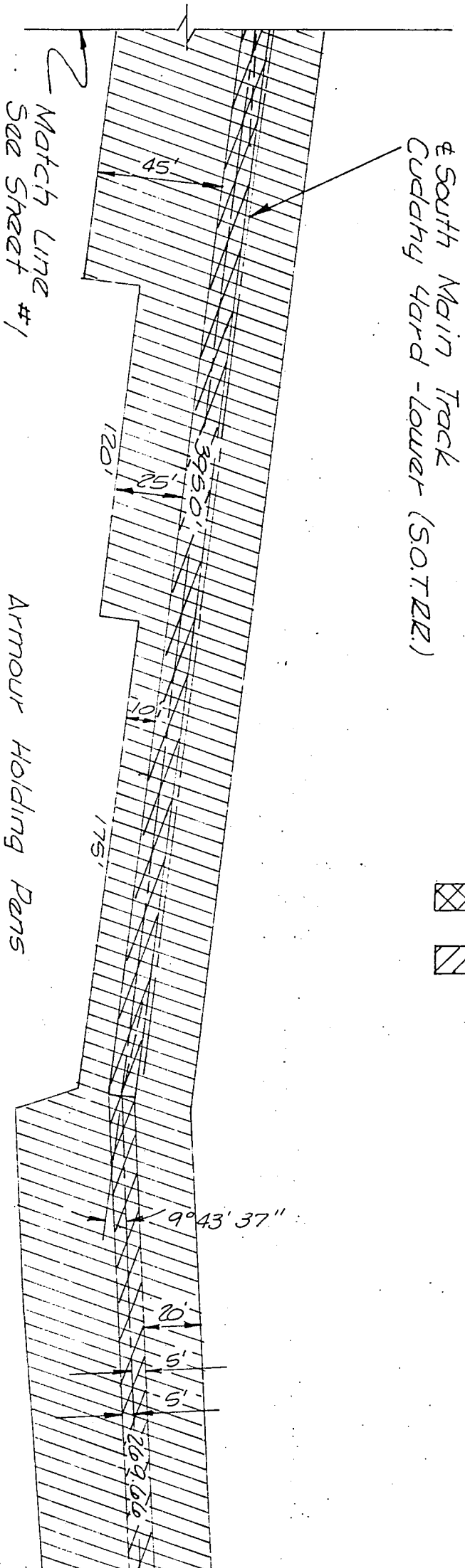
Permanent Sewer Easement -- 20,140 S.F.
 Temporary Construction Easement

Owner: Union Stock & Trade Co., of Omaha (Inc.)

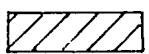
Date: July 1, 1911

Exhibit "G"

Tract No. 1
 Sheet 1 of 1



Permanent Sewer Easement



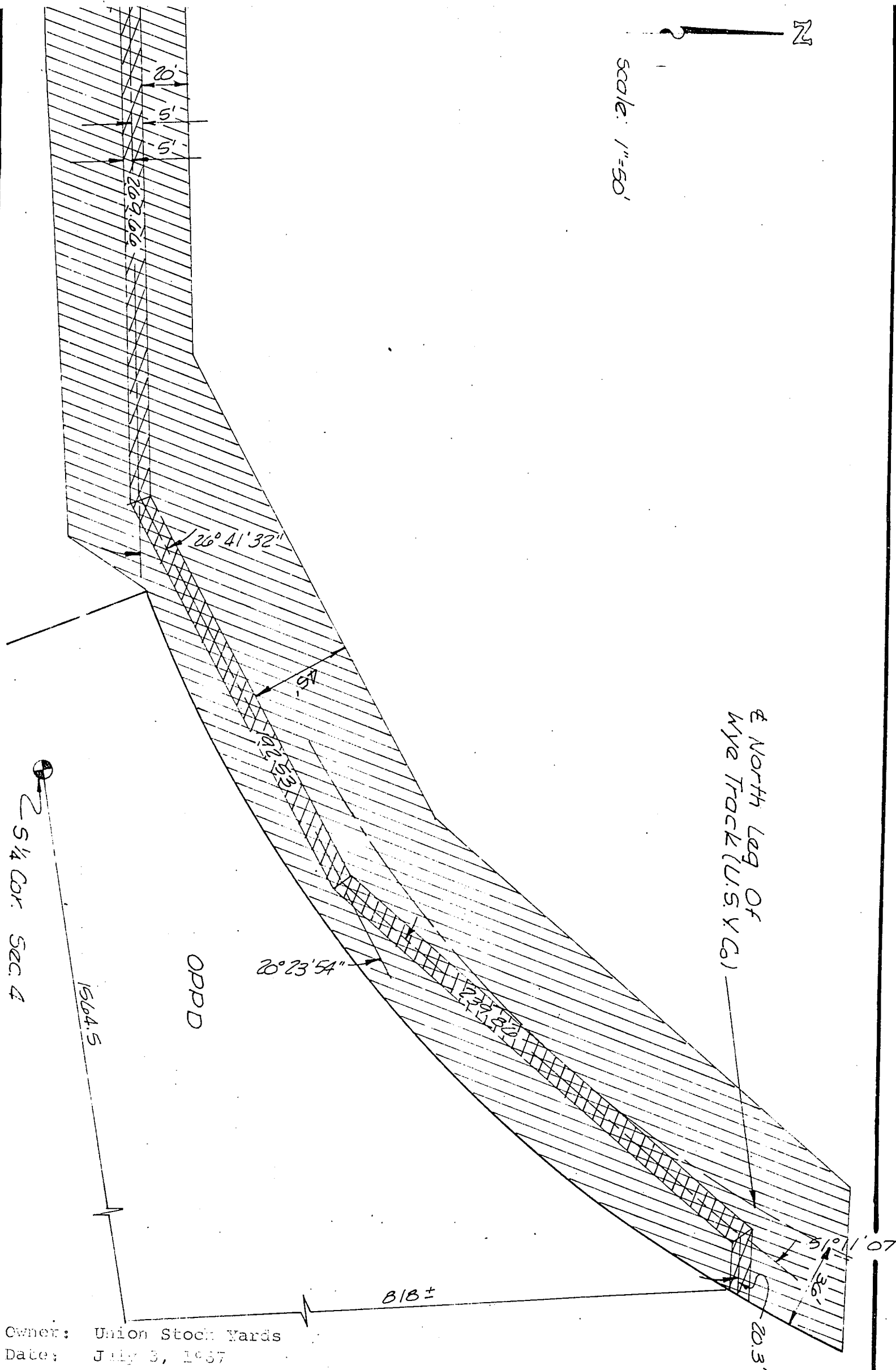
Temporary Construction Easement



Scale: 1"=50'

Scale: 1"=50'

N



Owner: Union Stock Yards
Date: July 3, 1937

TRACT NO. 22

LEGAL:

A portion of the land as owned by the Union Stock Yards Company of Omaha, Limited, situated in the south half of Section 4, Township 14 North, Range 13 East, being bounded on the south by the Omaha Public Power District South Omaha Station property and the Armour & Company property and being the area known as the South Chute Tracks of Cudahy Yard Lower and the West Yard Tracks of the South Omaha Terminal Railway (Union Stock Yards Company of Omaha).

PERMANENT SEWER EASEMENT:

A ten foot strip of land being 5 feet each side of the following described line and its prolongation:

Commencing at an iron pin located approximately one foot west of and 4 feet south of the northwest corner of Armour Cattle Holding Pen No. 62 and proceeding thence southwesterly along the line common to the Union Stock Yards Company of Omaha, Limited, and Armour & Company a distance of 87.57 feet; thence northerly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 34.38 feet to the true point of beginning; thence northeasterly with a deflection angle to the right of $82^{\circ}38'00''$ along a line 5 feet southerly of and parallel with the line common to the Union Stock Yards Company and Armour & Company (formerly Cudahy Company property) a distance of 320.00 feet; thence southeasterly with a deflection angle to the right of $18^{\circ}41'50''$ along a line 6.5 feet southerly of and parallel with the centerline of the south main track of Cudahy Lower Yard (South Omaha Terminal Railway) a distance of 1031.67 feet; thence northeasterly with a deflection angle to the left of $9^{\circ}43'37''$ a distance of 269.66 feet; thence northeasterly with a deflection angle to the left of $26^{\circ}41'32''$ a distance of 192.53 feet; thence northeasterly with a deflection angle to the left of $20^{\circ}23'54''$ a distance of 239.86 feet; thence southeasterly with a deflection angle to the right of $51^{\circ}11'07''$ a distance of 20.33 feet to the true point of ending, said point lies on the northerly property line of the Omaha Public Power District South Omaha Station property and lies 36 feet southerly of the centerline of the north leg of the Union Stock Yards Company Wye track, said point of ending lies 818 feet north of and 1564.5 feet east of the South Quarter corner of said Section 4.

BOOK 456 PAGE 384
S.O.S. 3003

TRACT NO. 22

TEMPORARY CONSTRUCTION EASEMENT:

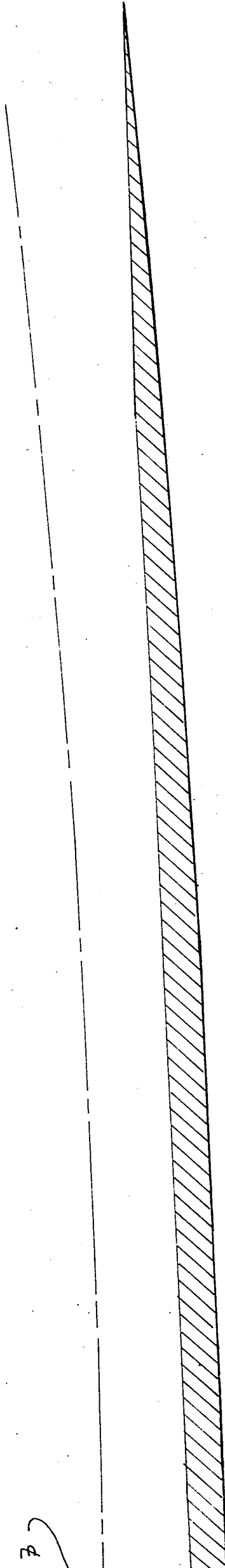
The northerly 20 feet of a 25-foot strip of land, said 25-foot strip of land lies northerly of and adjacent to the following described line and its prolongation and all of that land lying between the northerly fence and building line of Armour & Company holding pens and Armour & Company property and southerly of said following described line and its prolongation:

Commencing at an iron pin on the property line common to Armour & Company and Union Stock Yards Company, said point lies 4 feet southerly of and 1 foot westerly of the northwest corner of Armour & Company holding pen number 62 and proceeding thence southwesterly along the line common to Armour & Company and Union Stock Yards Company a distance of 87.57 feet; thence northerly with a deflection angle to the right of $90^{\circ}00'00''$ a distance of 34.38 feet to the true point of beginning; thence northeasterly with a deflection angle to the right of $82^{\circ}38'00''$ along a line 5 feet southerly of and parallel with the line common to Union Stock Yards Company and Armour & Company (formerly Cudahy Company) a distance of 320.00 feet; thence southeasterly with a deflection angle to the right of $18^{\circ}41'50''$ a distance of 1031.67 feet; thence northeasterly with a deflection angle to the left of $9^{\circ}43'37''$ a distance of 269.66 feet. The construction easement will then be the northerly 45 feet of a 50-foot strip of land, said strip of land lies northerly of and adjacent to the continuing described line and its prolongation and all that land lying between the northerly line of Omaha Public Power District South Omaha Station property and southerly of the following described line:

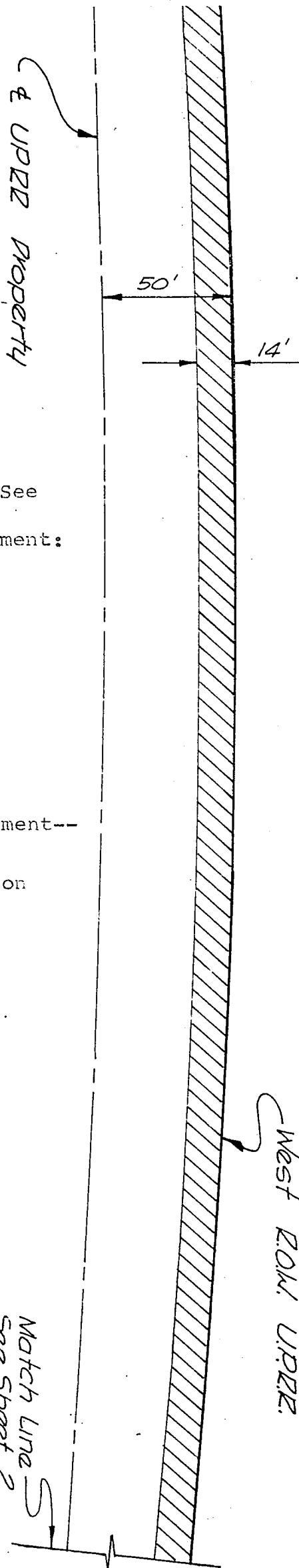
Continuing thence northeasterly with a deflection angle to the left of $26^{\circ}41'32''$ a distance of 192.53 feet; thence northeasterly with a deflection angle to the left of $20^{\circ}23'54''$ a distance of 239.86 feet; thence easterly with a deflection angle to the right of $51^{\circ}11'07''$ a distance of 20.33 feet to the true point of ending, said point of ending lies on the northerly property line of the Omaha Public Power District property and said point lies 36 feet southerly from the centerline of the north leg of the Wye track, said point also lies 818 feet northerly of and 1564.5 feet easterly of the South Quarter corner of Section 4, excepting therefrom that portion previously described for a permanent sewer easement.

Tract No. 25

Project: S.O.S. 3003


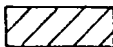


Scale: 1" = 50'
N



Swift & Co.

Legal: See Attached Sheet
 Permanent Sewer Easement: See Attached Sheet
 Temporary Construction Easement: See Attached Sheet

-  Permanent Sewer Easement-- 42,926 S.F.
-  Temporary Construction Easement

Owner: Union Stock Yards Co. of Omaha (Limited)

Date: July 3, 1967

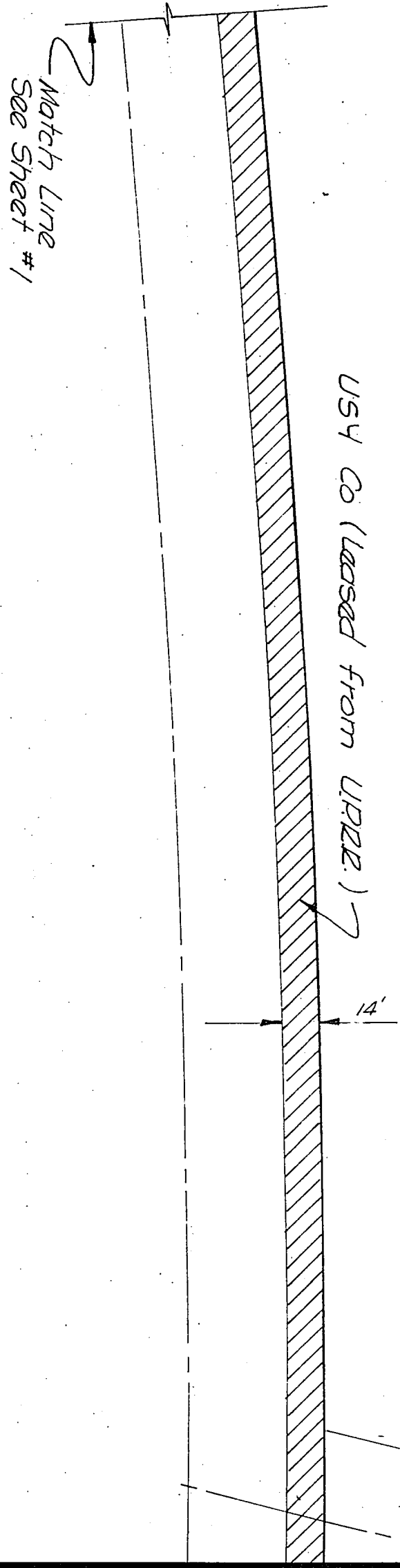
KMA B-670243

Exhibit "H"

Tract No. 25

Sheet 1 of 6

PROJECT S.C. 1903



SWIFT & CO.



SCALE: 1"=50'

"Q" street

"Q" street

105° 46' 23"

1911.0'

33'

1/4 Cor. Sec. 4-14-13

Point A
90° 00' 00"

4° 23' 15"

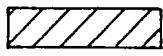
West R.O.W. UPRR

UPRR Track

ARMOUR & CO.



Permanent Sewer Easement



Temporary Construction Easement

452.57

Match Line
See Sheet #3

Owner: Union Stock Yards Co. of Omaha (Limited)

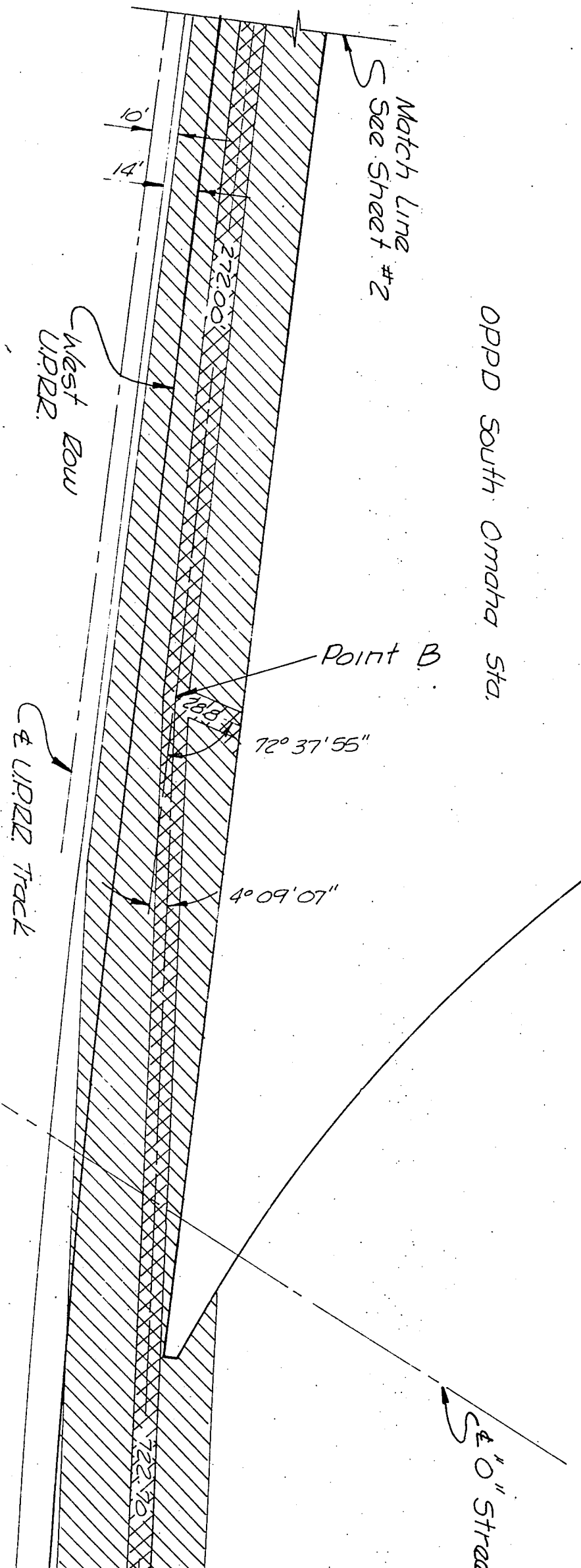
Date: July 3, 1967

Tract No. 25

Sheet 2 of 6

Tract No. 25

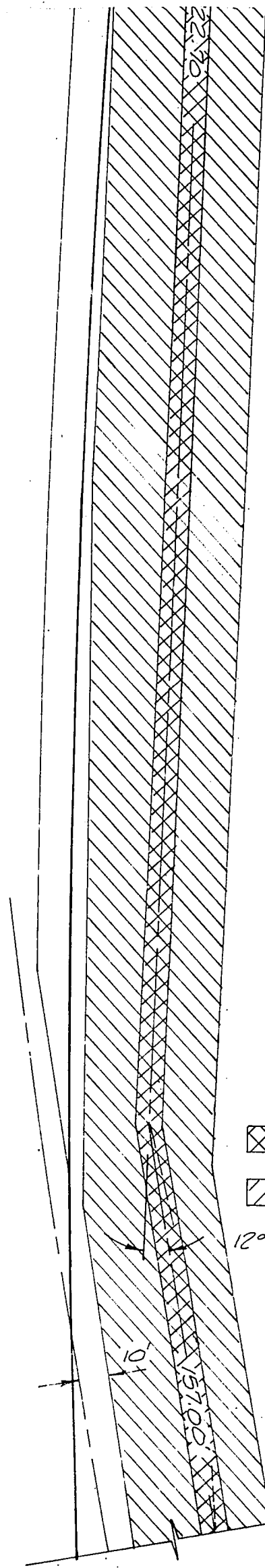
Project: S.O.S. 3003



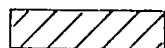
10" Street



U.S.Y. Co.



Permanent Sewer Easement



Temporary Construction Easement

Middle Ladder Track USY Co.

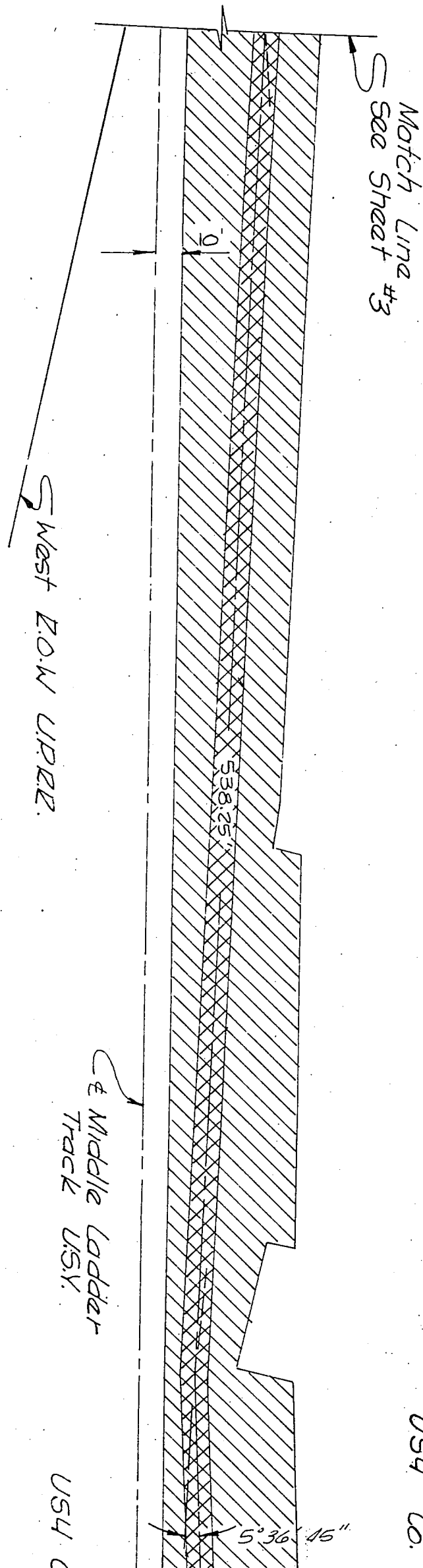
12° 14' 11"

01

15700.0

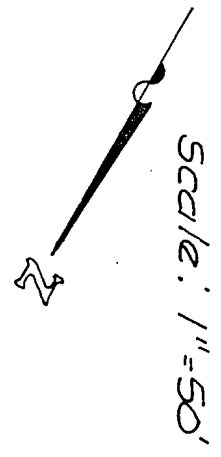
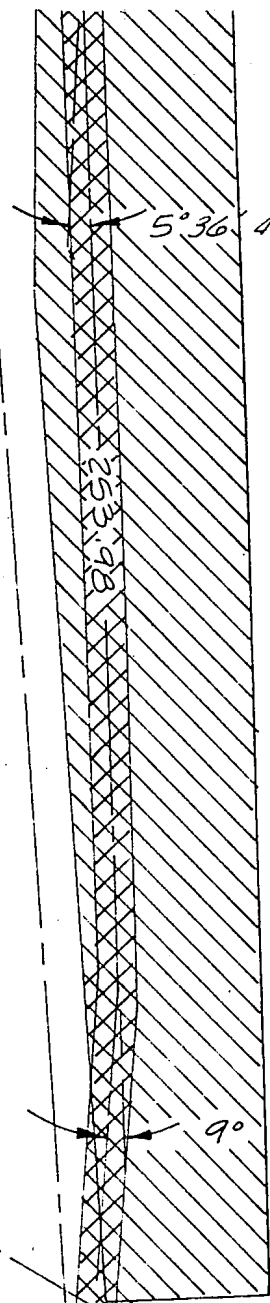
Match Line #4


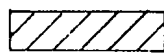
Tract No. 25
Project: S.O.S. 3003



US4 Co.

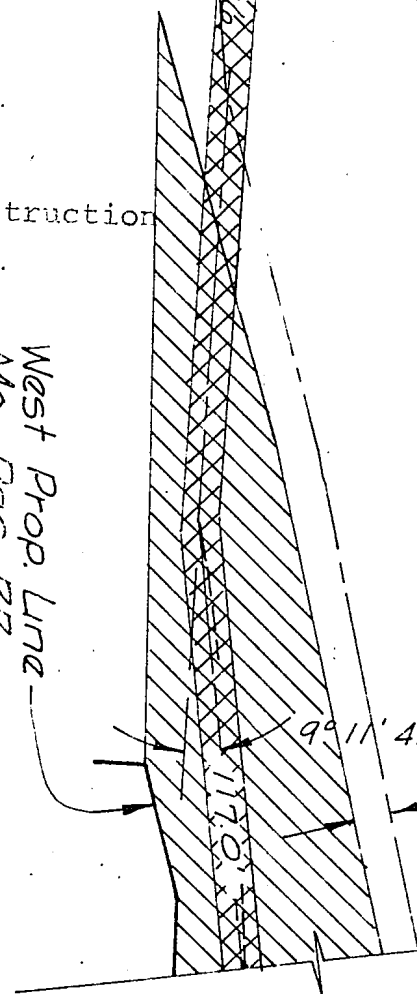
US4 Co.



-  Permanent Sewer Easement
-  Temporary Construction Easement

West Prop. Line
MO. PAC. RR

7" Street

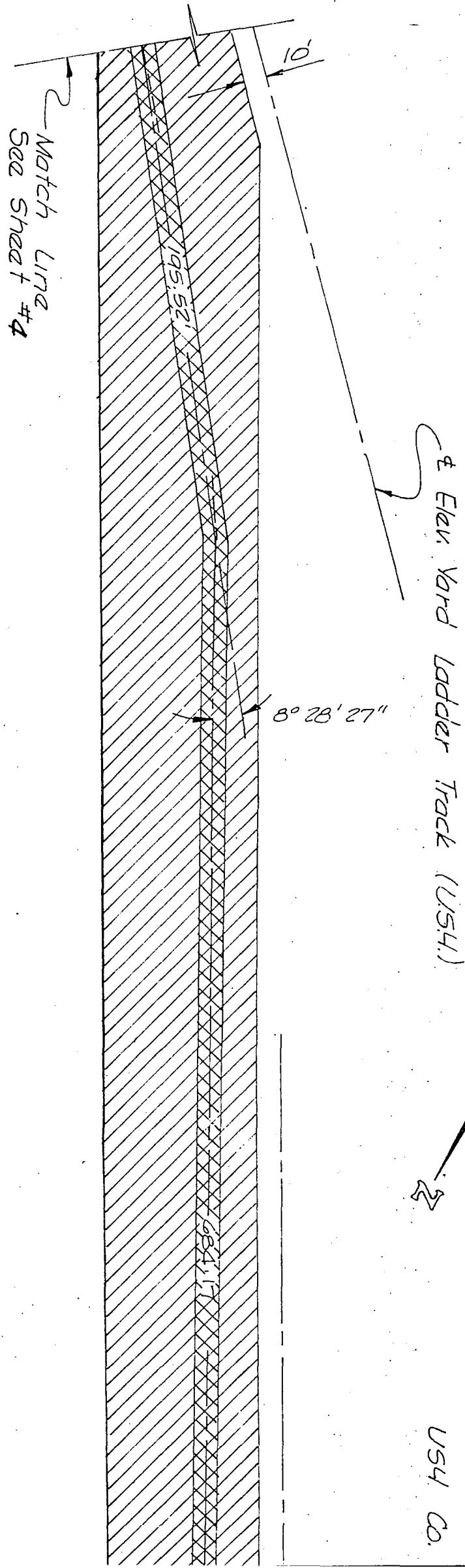


Match Line
See Sheet #5

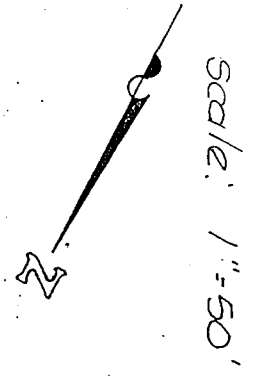
US4 Co.

Tract No. 25

Project: S.O.S. 3003




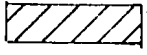
4 Elev. Yard Ladder Track (US4.)

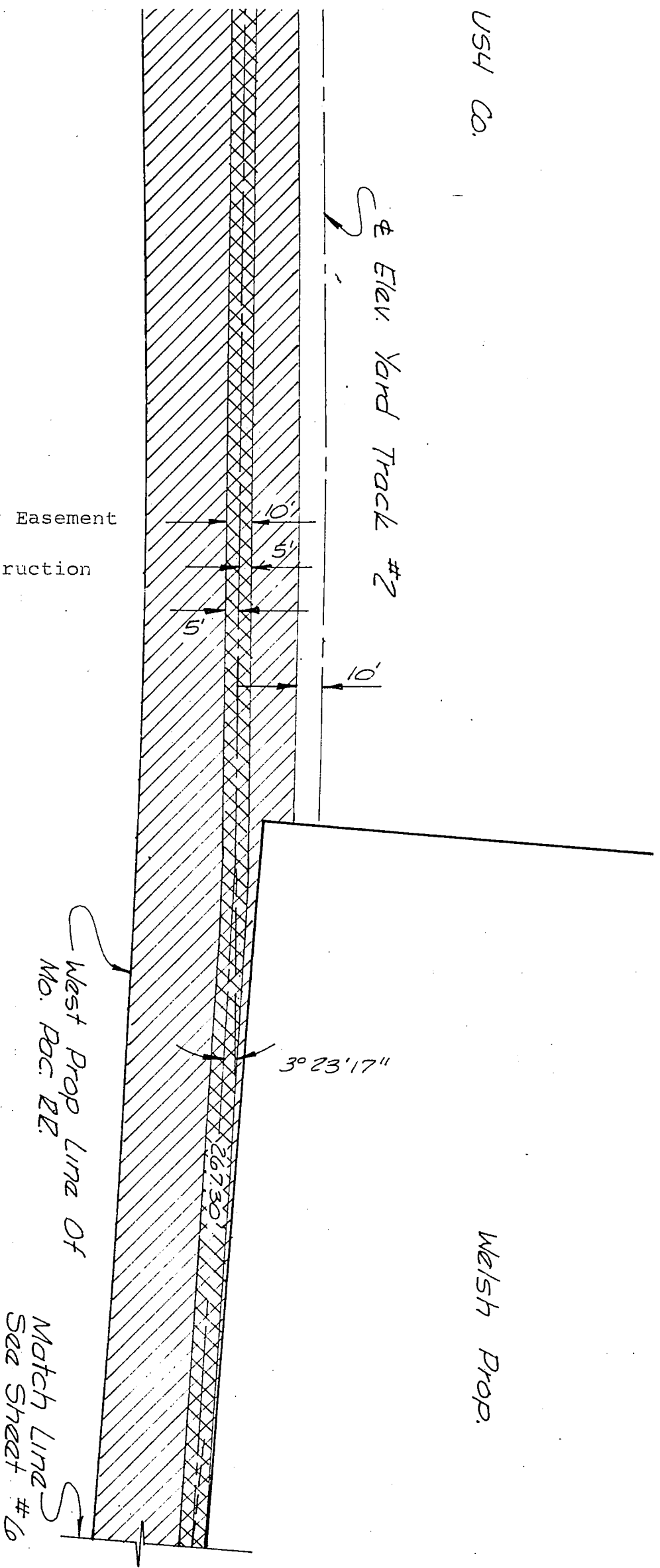


US4 CO.

US4 Co.

Elev. Yard Track #2

-  Permanent Sewer Easement
-  Temporary Construction Easement



West Prop Line of Mo. POC RR.

Match Line See Sheet #6

3° 23' 17"

267.30'

Welsh Prop.

Owner: Union Stock Yards Co. of Omaha

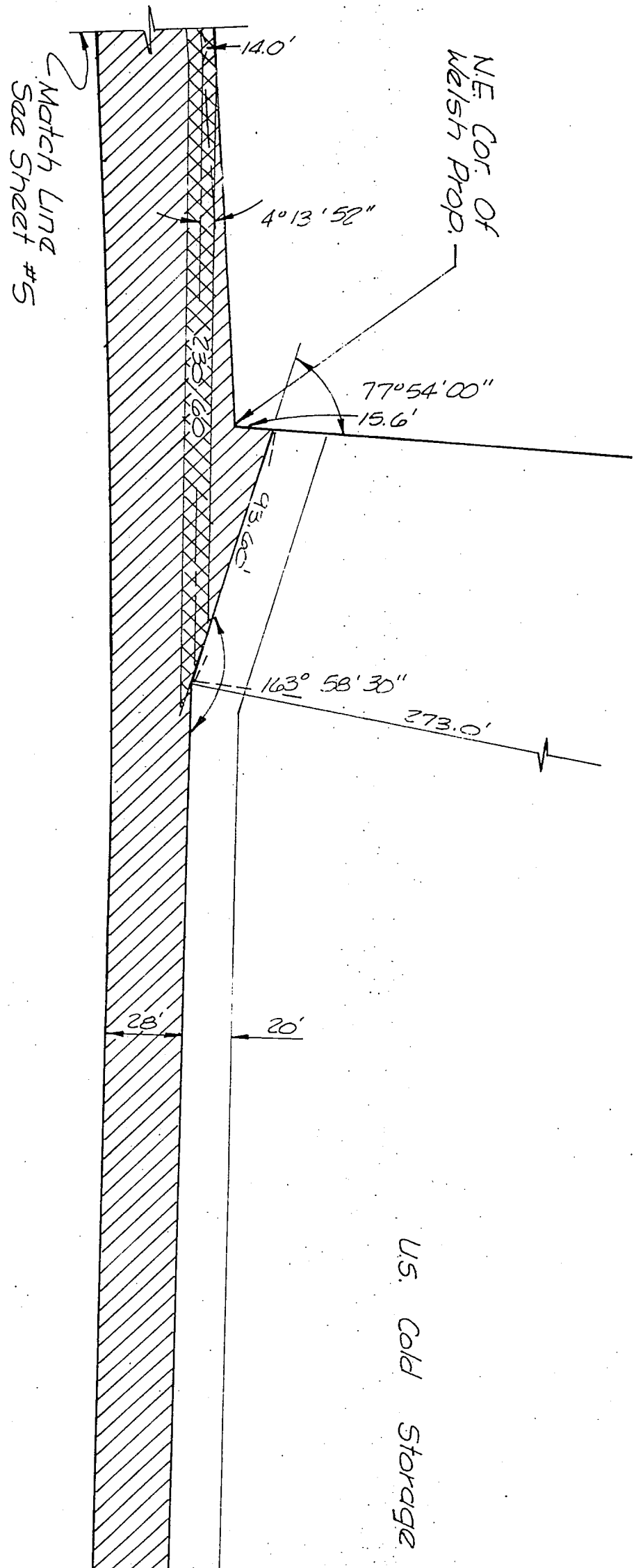
Date: July 3, 1967

KMA B-670243

Tract No. 25

Sheet 5 of 6

Tract No. 25
Project: S.O.S. 3003



Storage

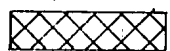
Scale 1"=50'

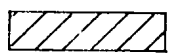


West R.O.W. Line
Of Mo. Pac. RR

Dedicated R.O.W.

796.0'

 Permanent Sewer Easement

 Temporary Construction Easement

"G" Street

Owner: Union Stock Yards Co. of Omaha (Limited)

Date: July 3, 1967

Tract No. 25
Sheet 6 of 6

LEGAL:

That land as owned by the Union Stock Yards Company of Omaha (Limited) situated in Section 4, Township 14 North, Range 13 East, and being in the area used for the South Omaha Terminal Railway known as the U.S.Y. Number 4 track, the Middle Ladder and Middle Yard area, Morris East Yards, and the Elevator Yards area.

PERMANENT SEWER EASEMENT:

A 10-foot strip of land lying 5 feet each side of the following described line and its prolongation thereof:

Beginning at a point on the northerly right-of-way line of "Q" Street, said point lies 33 feet north of and 1,911.0 feet east of the South Quarter corner of Section 4, Township 14 North, Range 13 East, and proceeding thence northwesterly with a deflection angle to the left of $105^{\circ}46'23''$ a distance of 92.60 feet to point "A"; thence northwesterly with a deflection angle to the right of $4^{\circ}23'15''$ a distance of 724.57 feet to point "B"; thence northwesterly with a deflection angle to the left of $4^{\circ}09'07''$ a distance of 722.70 feet; thence northwesterly with a deflection angle to the left of $12^{\circ}14'11''$ a distance of 695.25 feet; thence northwesterly with a deflection angle to the left of $5^{\circ}36'49''$ a distance of 253.98 feet; thence northwesterly with a deflection angle to the right of $9^{\circ}05'30''$ a distance of 247.06 feet; thence northwesterly with a deflection angle to the left of $9^{\circ}11'45''$ a distance of 312.52 feet; thence northwesterly with a deflection angle to the right of $8^{\circ}28'27''$ a distance of 684.17 feet; thence northwesterly with a deflection angle to the right of $3^{\circ}23'17''$ a distance of 282.70 feet; thence northwesterly with a deflection angle to the right of $4^{\circ}13'52''$ a distance of 230.60 feet to the true point of ending, said point of ending lies on the easterly right-of-way line of a 20 foot dedicated road and from said point of ending the NE corner of the J. LePoy Welsh property (Butler Welsh Grain Elevator) lies the following two courses and distances; thence southerly with a deflection angle to the left of $163^{\circ}58'30''$ a distance of 93.60 feet; thence northeasterly with a deflection angle to the left of $102^{\circ}06'00''$ a distance of 15.6 feet to the NE Corner of the Welsh property, said point of ending also lies 273 feet east of and 796 feet south of the point where the south line of "G" Street intersects the west right-of-way line of the Missouri Pacific Railway, together with a 10-foot strip of land lying 5 feet each side of the following described line and its prolongation thereof:

Beginning at point "A" as previously described above and proceeding southwesterly with a deflection angle to the left from the line from point "A" to point "B" of $90^{\circ}00'00''$ a distance of 29 feet more or less to the true point of ending, said point of ending lies 42 feet westerly of the west right-of-way line of Union Pacific Railway; together with a 10-foot strip of land lying 5 feet each side of the following described line and its prolongation thereof:

Beginning at point "B" as previously described above and proceeding thence in a southwesterly direction with a deflection angle to the left from the line from point "A" to point "B" of 72°37'55" a distance of 28.8 feet more or less to the true point of ending, said point of ending lies 42 feet westerly of the west right-of-way line of the Union Pacific Railway Company.

TEMPORARY CONSTRUCTION EASEMENT:

A 14-foot strip of land, being that land as leased from the Union Pacific Railroad by the Union Stock Yards Company of Omaha, Ltd. lying south of "Q" Street and being the westerly 14 feet of the Union Pacific Railroad property together with a strip of land varying in width from 28 feet to 60 feet lying from "Q" Street northerly to the southerly line of "C" Street and being bounded on the east by the east property line of the Union Stock Yards Company, more or less (said east property line is also the west property line of the Union Pacific Railroad and the Missouri Pacific Railroad right-of-way) and on the west by the west property line of the Armour & Company property, west property line of the Omaha Public Power District property, west property line of the J. LeRoy Welsh property, and is also limited on the west by the east fence of the Stock Yards pens and various railroad tracks all subject to the limits as shown on the drawings, excepting therefrom that portion previously described for permanent sewer easement.

RECEIVED

1967 NOV 22 PM 3:30

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

THE STATE OF NEBRASKA)
Douglas County)
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 456 of *Misc*
Page 357

[Signature]
Register of Deeds

DEPUTY

7100

9-14-13
10-14-13
9-172-173-176
602-72
4-14-13

#38 *Misc*
[Signature]