



MISC 2010017850



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RECEIVED

MAR 09 2010

Environmental Services

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/1/2010 15:00:44.78



2010017850

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

NORMAN HANSON
Douglas County Environmental Services
3015 Menke Circle, Omaha, NE 68134

Space Above for Recorders Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 1st day of December, 2009 by Douglas County, Nebraska, Grantor and Douglas County, Nebraska, Holder/Grantee, pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§76-2601 to 76-2613.

RECITALS:

A. Grantor is the owner of real property located at 126th and State Street in Douglas County, Nebraska, composed of three separate parcels legally described as follows (collectively, the "Property"):

- The West Twenty (20) Acres of the East One-Half (E-1/2) of the Southwest Quarter (SW-1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska. Reference Book 1476, Page 364 ("Parcel 1");

- The East Sixty (60) Acres of the East One-Half (E-1/2) of the Southwest Quarter (SW-1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska. Reference Book 1476, Page 361 ("Parcel 2");

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COUNTY OF DOUGLAS - OFFICIAL RECORD

Environmental Covenant for the Douglas County (Former State Street) Landfill. page - 1 -

Handwritten note: COAT 1



20100026690

NW 1/4
SW

- The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Nineteen (19), In Township Sixteen (T16N) North, Range Twelve (R12) East of the 6th P.M. Reference Book 1597, page 666 ("Parcel 3"); and

The Property consists of a total of 160 acres. Plat maps are provided as Attachment 1.

B. Holder/Grantee is Douglas County, Nebraska.

C. Parcels 1, 2 and 3 of the Property were used as a municipal landfill prior to its closure in 1989 and were the site of releases of certain hazardous substances, pollutants or contaminants. Municipal and industrial waste, including a small amount of hazardous waste, was received from July, 1973 through August, 1989. The landfill accepted small amounts of hazardous waste, disposed of in a discrete portion of the Property, during the period of November 1980 through January 1983. In November 1987, Douglas County certified to the Nebraska Department of Environmental Quality (NDEQ) that the hazardous waste area of the premises had been closed in accordance with an approved closure plan.

D. The Property is the subject of an environmental response project or action pursuant to the facility's RCRA Permit, by authority of Sections 3001(g), 3001(h), 3002(b), 3004(d), 3004(u), 3004(v) and 3005 of the Resource Conservation and Recovery Act (RCRA) as amended by HSWA, 42 USC §§ 6921(g), 6921(h), 6922(b), 6924(d), 6924(u), 6924(v), and 6925,, and the Nebraska Environmental Protection Act (NEPA), Neb. Rev. Stat. §1501 et seq.

E. The Agencies, as defined in Neb. Rev. Stat. §76-2602, are the Nebraska Department of Environmental Quality (NDEQ) and the United States Environmental Protection Agency (USEPA).

F. The selected environmental response project or action is documented in the *Final Decision and Responsiveness Summary for Statement of Basis and Associated Part II Permit Modification for the Douglas County State Street Landfill*, dated August 21, 2008. The administrative record for this project or action is available to the public and located at Nebraska Department of Environmental Quality, 1200 N Street, Suite 400, Lincoln, NE .

NOW, THEREFORE,

Grantor hereby declares that the Property will hereinafter be bound by, held, sold and conveyed subject to the following terms, conditions, obligations, and restrictions set forth herein, which will run with the land, in perpetuity, unless amended or terminated pursuant to Paragraph 11 below.

1. Representations and Warranties. The Grantor warrants to the other signatories to this Covenant that:

a. The Grantor is the sole fee title owner of the Property;

- b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims; and
- c. Other persons holding an interest in the Property are listed below:

Name	Type of Interest	Period	Comment
Qwest Corporation	Utility Easement	Permanent	Copy attached
Omaha Public Power District	Utility Easement	Permanent	Copy attached

- d. The Grantor has identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lien holders, and lessees and secured their consent.

2. Purpose. The purpose of this Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the approved remediation.

3. Running with the Land. The Environmental Covenant is perpetual and conveys to the Holder/Grantee real property rights that will run with the land, and gives to the Agencies the right to enforce the activity and use limitations described in Paragraph 4. The terms, conditions, obligations, and limitations in this Environmental Covenant are binding on the Grantor, its successors, heirs, executors, assigns and transferees, and all persons, corporations or other entities obtaining or succeeding to any right, title or interest in the Property after the effective date of this Environmental Covenant. All real estate, lots, or Parcels located within the Property are subject to the terms, conditions, obligations and limitations in this Environmental Covenant. Acceptance of any conveyance, transfer, lease or sublease of the Property, or part thereof, will bind each transferee, its heirs, executors, successors, transferees and assigns to the terms, conditions, obligations, and limitations during their respective period of ownership or occupancy, as applicable. Notice of any transfer of any interest in the Property must be provided to the Agencies by the transferor no less than thirty (30) days prior to the date of transfer. The Grantor is bound by the terms, conditions, obligations and limitations in this Environmental Covenant only during its period of ownership or occupancy after the effective date. This Environmental Covenant in no way amends, modifies, limits or releases the Grantor from its duties and obligations under the approved environmental response project or action.

4. Activity and Use Limitations. Grantor hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

- a. Purpose. The purpose of the activity and use limitations is to assure:

- i. That the Property is used in a manner which does not disturb or interfere with the Impacted Areas, hereby defined as the landfill waste, the landfill's engineered cap and liner, the landfill gas collection and treatment system (LFGCCS), and the monitoring wells (Attachment 2);
 - ii. That shallow groundwater at the Property is not utilized; and
 - iii. That humans are not exposed to the landfill waste.
- b. Activity and Use Limitations Applicable to the Property.

In furtherance of the purposes of this Environmental Covenant, Grantor shall assure that use, occupancy, and activity on and at the Property are restricted as follows to ensure non-interference with, and protectiveness of, the Impacted Areas:

- i. The Property shall not be used for purposes other than commercial or industrial uses;
 - ii. Child care facilities shall be prohibited, and the Property must not be used for residential, recreational, agricultural or other such use. If any person desires in the future to use the Property for residential or other such purposes, such person shall seek amendment of this Environmental Covenant in accordance with Paragraph 11 below;
 - iii. The Property shall not be used, developed or operated in any manner that will impair, degrade or compromise the Impacted Areas;
 - iv. Soils located on the Property shall not be excavated without prior written approval from USEPA and NDEQ, except for minor excavations necessary to install, maintain or repair utility poles, fence posts, sidewalks, paving, and other comparable activities, as well as minor excavations necessary to maintain or repair existing underground utilities and minor excavations in connection with landscaping activities or tree removal, and excavations associated with Landfill Gas Collection & Control System maintenance and repairs;
 - v. Any excavations on the Property shall be conducted in accordance with worker protection and soil disposal requirements as may be required by applicable laws and requirements; and
 - vi. Domestic, irrigation and other wells of any type shall not be installed or maintained on the Property, except with the prior written approval of USEPA and NDEQ in each instance.
- c. Alterations of Property.

Owner shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the Property inconsistent with this Environmental Covenant. Any such alteration shall occur only as provided for in Paragraph 11 below.

d. **Interfering Activities.**

Owner shall prohibit all activities on the Property that may interfere with the Impacted Areas at the Property, or the operations and maintenance, long-term monitoring, or other measures necessary to assure the effectiveness and integrity of the landfill cap and liner, LFGCCS, and monitoring wells.

5. Reserved Rights of Grantor. The Grantor hereby reserves unto itself and its successors all rights and privileges in and to the use of the Property which are not incompatible with the limitations granted herein.

6. Compliance Reporting. One year from the effective date of this Environmental Covenant, and on an annual basis thereafter until such time as this Environmental Covenant is terminated, the then-current fee simple owner of the Property shall submit to the Agencies written documentation verifying that the activity and use limitations remain in place and are being complied with. Any signatory to this Environmental Covenant shall notify the Agencies within ten (10) days of becoming aware of conditions that would constitute a breach of the activity and use limitations.

7. Enforcement. The terms of this Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Neb. Rev. Stat. §76-2611. Failure to exercise such rights of enforcement will in no event bar subsequent enforcement by any signatory and shall not be deemed a waiver of the signatory's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict or limit the Agencies from exercising any authority under applicable law. The prevailing party in any action to enforce any provision of this Environmental Covenant is entitled to recover all costs of such action, including reasonable attorney fees. Any Holder/Grantee and the Agencies shall be entitled to recover damages for violations of this Environmental Covenant or for any injury to the remedial action required by the Agencies, to the public or to the environment protected by this Environmental Covenant.

8. Rights of Access. The Grantor and any then-current owner hereby grants to the Agencies, their agents, contractors, and employees, the right of access to the Property to monitor compliance with the terms, conditions, obligations, and limitations of this Environmental Covenant. Nothing in this Environmental Covenant shall limit or otherwise affect the Agencies' right of entry and access or the Agencies' authority to take response actions under applicable law.

9. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including but not limited to, deeds, leases and mortgages, shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be in substantially the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, the Grantor or then-owner must provide the Agencies with a certified copy of said instrument and its recording reference in the Douglas County Register of Deeds.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED _____, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA ON _____, IN DOCUMENT _____, BOOK _____, PAGE _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: Activity and Use Limitations. Grantor hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

- a. Purpose. The purpose of the activity and use limitations is to assure:
 - i. That the Property is used in a manner which does not disturb or interfere with the Impacted Areas, hereby defined as the landfill waste, the landfill's engineered cap and liner, the landfill gas collection and treatment system (LFGCCS), and the monitoring wells (Attachment 2);
 - ii. That shallow groundwater at the Property is not utilized; and
 - iii. That humans are not exposed to the landfill waste.
- b. Activity and Use Limitations Applicable to the Property.

In furtherance of the purposes of this Environmental Covenant, Grantor shall assure that use, occupancy, and activity on and at the Property are restricted as follows to ensure non-interference with, and protectiveness of, the Impacted Areas:

- i. The Property shall not be used for purposes other than commercial or industrial uses;
- ii. Child care facilities shall be prohibited, and the Property must not be used for residential, recreational, agricultural or other such use. If any person desires in the future to use the Property for residential or other such purposes, such person shall seek amendment of this Environmental Covenant in accordance with Paragraph 11 below;
- iii. The Property shall not be used, developed or operated in any manner that will impair, degrade or compromise the Impacted Areas;

- iv. Soils located on the Property shall not be excavated without prior written approval from USEPA and NDEQ, except for minor excavations necessary to install, maintain or repair utility poles, fence posts, sidewalks, paving, and other comparable activities, as well as minor excavations necessary to maintain or repair existing underground utilities and minor excavations in connection with landscaping activities or tree removal, and excavations associated with Landfill Gas Collection & Control System maintenance and repairs;
- v. Any excavations on the Property shall be conducted in accordance with worker protection and soil disposal requirements as may be required by applicable laws and requirements; and
- vi. Domestic, irrigation and other wells of any type shall not be installed or maintained on the Property, except with the prior written approval of USEPA and NDEQ in each instance.

c. Alterations of Property.

Owner shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the Property inconsistent with this Environmental Covenant. Any such alteration shall occur only as provided for in Paragraph 11 below.

d. Interfering Activities.

Owner shall prohibit all activities on the Property that may interfere with the Impacted Areas at the Property, or the operations and maintenance, long-term monitoring, or other measures necessary to assure the effectiveness and integrity of the landfill cap and liner, LFGCCS, and monitoring wells.

10. Waiver of Certain Defenses. The persons and entities bound by this Environmental Covenant hereby waive any defense to the enforcement of this Environmental Covenant based on laches, estoppel, statute of limitations, or prescription.

11. Amendment and Termination. Amendment or termination of this Environmental Covenant shall comply with Neb. Rev. Stat. §76-2610. The terms of this Environmental Covenant may be modified or terminated by written consent of the Directors of the Agencies, the then current fee simple title owner, and all original signatories unless exempted by Neb. Rev. Stat. §76-2610. The amendment or termination is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any amendment or termination of this Environmental covenant shall be as provided by Neb. Rev. Stat. §76-2609 and such additional terms as specified in this Environmental Covenant. As provided in Neb. Rev. Stat. §76-2610(c), except for an

assignment undertaken pursuant to a governmental reorganization, assignment of an environmental covenant to a new holder is an amendment.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Captions. The captions in this Environmental Covenant are for convenience and reference only and are not a part of this instrument and shall have no effect upon construction or interpretation.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

15. Recordation. Within thirty (30) days after the date of the Agencies' approval of this Environmental Covenant, the Grantor shall record the Environmental Covenant, in the same manner as a deed to the property, with the Douglas County Register of Deeds.

16. Effective Date. The effective date of this Environmental Covenant is the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Douglas County Register of Deeds.

17. Distribution of Environmental Covenant. Within sixty (60) days of the effective date, the Grantor shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to each party identified in Section 18 and each person identified in Neb. Rev. Stat. §76-2607(a) and §76-2608(c).

18. Notice. Unless otherwise notified in writing by the Agency, any document or communication required by this Environmental Covenant shall be submitted to:

Remediation Section
Waste Management Division
Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln, NE 68509-8922

U.S. Environmental Protection Agency, Region 7
Air and Waste Management Division
RCRA Corrective Action & Permits Branch
901 North 5th Street
Kansas City, KS 66101

Douglas County Environmental Services
3015 Menke Circle
Omaha, NE 68134

Qwest
Attn: Kimberly R. Jirovsky
333 N. Broad St.
Fremont, NE 68025

Omaha Public Power District,
Mgr.-Facilities Services and Real Estate
444 South 16th Street Mall
Omaha, Nebraska 68102-2247

19. Subordination and Consent. By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the Property. The agreement by a person to subordinate a prior interest to an environmental covenant as provided in Neb. Rev. Stat. §76-2603(d)(4) affects the priority of that person's interest but does not by itself impose any affirmative obligation on the person with respect to the environmental covenant. The following persons have expressly consented and subordinated their interests in the Property:

Name	Type of Interest	Period	Comment
Qwest Corporation	Utility Easement	Permanent	Copy attached
Omaha Public Power District	Utility Easement	Permanent	Copy attached

20. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be considered signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

ACKNOWLEDGEMENTS


GRANTOR and HOLDER/GRANTEE:

IN WITNESS WHEREOF, Grantor, as the owner of the Property and the Holder /
Grantee of this Environmental Covenant, has caused this Environmental Covenant to be
executed on this 1st day of December, 2009.

DOUGLAS COUNTY, NEBRASKA

APPROVED AS TO FORM:

By:



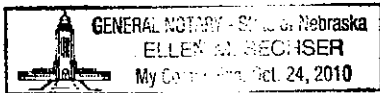
Chris Rodgers


Deputy County Attorney

Chairman, Douglas County Board of
Commissioners

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st of Decem., 2009 by
Chris Rodgers who acknowledged said Environmental Covenant on behalf of
Douglas County, Nebraska.



(SEAL)


Notary Public

COUNTY OF DOUGLAS - OFFICIAL RECORD


AGENCY:

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ)

IN WITNESS WHEREOF, NDEQ, as an Agency defined in Neb. Rev. Stat. § 76-2602(2), is not a party to this Environmental Covenant and does not acquire or assume any liability, obligation, or responsibility under state or federal law by virtue of signing this Environmental Covenant, nor is NDEQ a Holder under Neb. Rev. Stat. §§ 76-2602(6) and 76-2603(a).

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

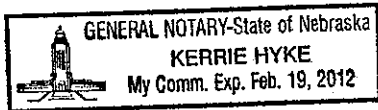
By:

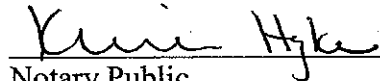


Michael J. Linder
Director

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 5 of February, 2010 by Michael Linder who acknowledged said Environmental Covenant on behalf of the NDEQ.





Notary Public

(SEAL)

COUNTY OF DOUGLAS - OFFICIAL RECORD

AGENCY:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)

IN WITNESS WHEREOF, EPA, as an Agency defined in Neb. Rev. Stat. § 76-2602(2), is not a party to this Environmental Covenant and does not acquire or assume any liability, obligation, or responsibility under state or federal law by virtue of signing this Environmental Covenant, nor is EPA a Holder under Neb. Rev. Stat. §§ 76-2602(6) and 76-2603(a).

**US ENVIRONMENTAL
PROTECTION AGENCY**

By: Becky Weber
AWMD, Region 7
Director

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me this 2nd of February, 2016
by Becky Weber who acknowledged said Environmental Covenant on behalf
of the EPA.

Kent Johnson
Notary Public

KENT JOHNSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 7/23/11

(SEAL)

COUNTY OF DOUGLAS - OFFICIAL RECORD

SUBORDINATED INTERESTS

QWEST CORPORATION, A COLORADO CORPORATION dba: QWEST CORPORATION SPIRIT OF SERVICE (F.K.A. US West Communications, Inc. and Northwestern Bell), whose principal place of business address is 1801 California St. Suite 5100, Denver, CO 80202, (QWEST)

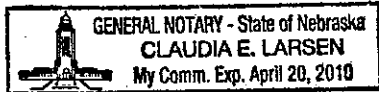
IN WITNESS WHEREOF, Qwest Corporation, holds a utility easement on the subject Property. The easement is attached hereto. Whereas, the undersigned utility easement holder recognizes that the activity and use limitations in the Environmental Covenant are intended to reduce the risk of exposure to contamination and hereby agrees that his property interest shall be subject to and subordinate to the terms of the Environmental Covenant

QWEST CORPORATION.

By: Kimberly R. Frousky
[Name of Grantor]
Row Manager Qwest
[Title]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th of NOVEMBER, 2009 by KIMBERLY R. FROUSKY who acknowledged said Environmental Covenant on behalf of Qwest Corporation.



(SEAL)

Claudia E. Larsen
Notary Public

COUNTY OF DOUGLAS - OFFICIAL RECORD

OMAHA PUBLIC POWER DISTRICT, UTILITY EASEMENT HOLDER

IN WITNESS WHEREOF, Omaha Public Power District, holds a utility easement on the subject Property. The easement is attached hereto. Whereas, the undersigned utility easement holder recognizes that the activity and use limitations in the Environmental Covenant are intended to reduce the risk of exposure to contamination and hereby agrees that his property interest shall be subject to and subordinate to the terms of the Environmental Covenant

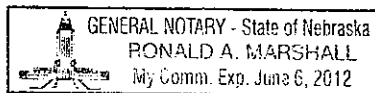
OMAHA PUBLIC POWER DISTRICT

By: Leisia Nelson
[Name of Grantor]

Manager - Facilities Services
[Title] & Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th of Oct, 2009 by Leisia Nelson who acknowledged said Environmental Covenant on behalf of the Omaha Public Power District.



Ronald A. Marshall
Notary Public

(SEAL)

COUNTY OF DOUGLAS - OFFICIAL RECORD

19-16-72

BOARD OF COUNTY COMMISSIONERS

DOUGLAS COUNTY, NEBRASKA

BOOK 549 PAGE 515

Resolved

WHEREAS:

(a) Douglas County has contracted Omaha Public Power District for electrical advance payment in the amount of Six Thousand Thirty-Nine Dollars (\$6,039.00) to service the landfill at 12600 State Street.

(b) Said payment is also to serve for the woodchipping process as well as electrical service for future years for the park that will be located in the same vicinity.

(c) If after three (3) years the County has spent an amount equal to or exceeding Eight Thousand Seventy-Four Dollars (\$8,074.00), and the service has been used continuously during the three (3) year period in the County name, Omaha Public Power District will refund to Douglas County the original Six Thousand Thirty-Nine Dollars (\$6,039.00) plus interest.

(d) A copy of the Contract is attached hereto and marked Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT, an amount of Six Thousand Thirty-Nine Dollars (\$6,039.00) shall be paid to Omaha Public Power District for electrical service for the landfill and other sites as mentioned above located in the vicinity of 12600 State Street.

DATED this 25th day of February, 1975.

[Handwritten signatures of Board of County Commissioners]

Motion by Albert; Seconded by Green
I move the adoption of the resolution.
ADOPTED: February 25, 1975
YEAS: Albert, Green, Morgan, Buglewicz
ABSENT: Lynch

(CERTIFIED COPY)

LLOYD W. KILMER
COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS,
DOUGLAS COUNTY, NEBRASKA

By *[Signature]*
Chief Deputy County Clerk

Certified copy to: County Clerk,
County Commissioners, George Wilson,
Omaha Public Power District,
A. Jaworski.

COUNTY OF DOUGLAS - OFFICIAL RECORD

549 516 "Exhibit A"

Distribution

NOTICE OF ANY INTEREST

Douglas County Land Fill
ALL of the East Sixty (60) acres of the East One-half (1/2) of the Southwest Quarter (SW 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twelve (12), East of the 6th Principal Meridian in Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the WESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A Twenty-four foot (24') wide easement commencing at the Southeast Corner of the East Sixty (60) acres of the East One-half (1/2) of the Southwest Quarter (SW 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twelve (12), East of the 6th P.M., in Douglas County, Nebraska, terminating at a point Two Thousand Six Hundred Forty feet (2,640') North of the point of beginning. The easement shall run parallel to the East property line and consists of 1.45 acres, more or less.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantee shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
(b) The Grantee shall have the right of ingress and egress across the Grantor's property for any purpose heretofore granted. Such ingress and egress shall be exercised in a reasonable manner.
(c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or across the easement and no change of grade elevation or any excavations shall be made therein without the prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not tend to later interfere with the granted easement uses.
(d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that neither its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee 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 25th day of February, 1978

Chairman, Board of Commissioners
Chief Deputy County Clerk

STATE OF
COUNTY OF

STATE OF
COUNTY OF

On this 25th day of February, 1978, before me the undersigned, a Notary Public in and for said County, personally came

On this 25th day of February, 1978, before me the undersigned, a Notary Public in and for said County, personally appeared George J. Buglowicz, Chairman, Board of Commissioners, & F. E. Keyport, Chief Deputy County Clerk

President of personally known to me to be the legal persons who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

personally known to me to be the legal persons who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal at this County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

My Commission expires:
Notary Public

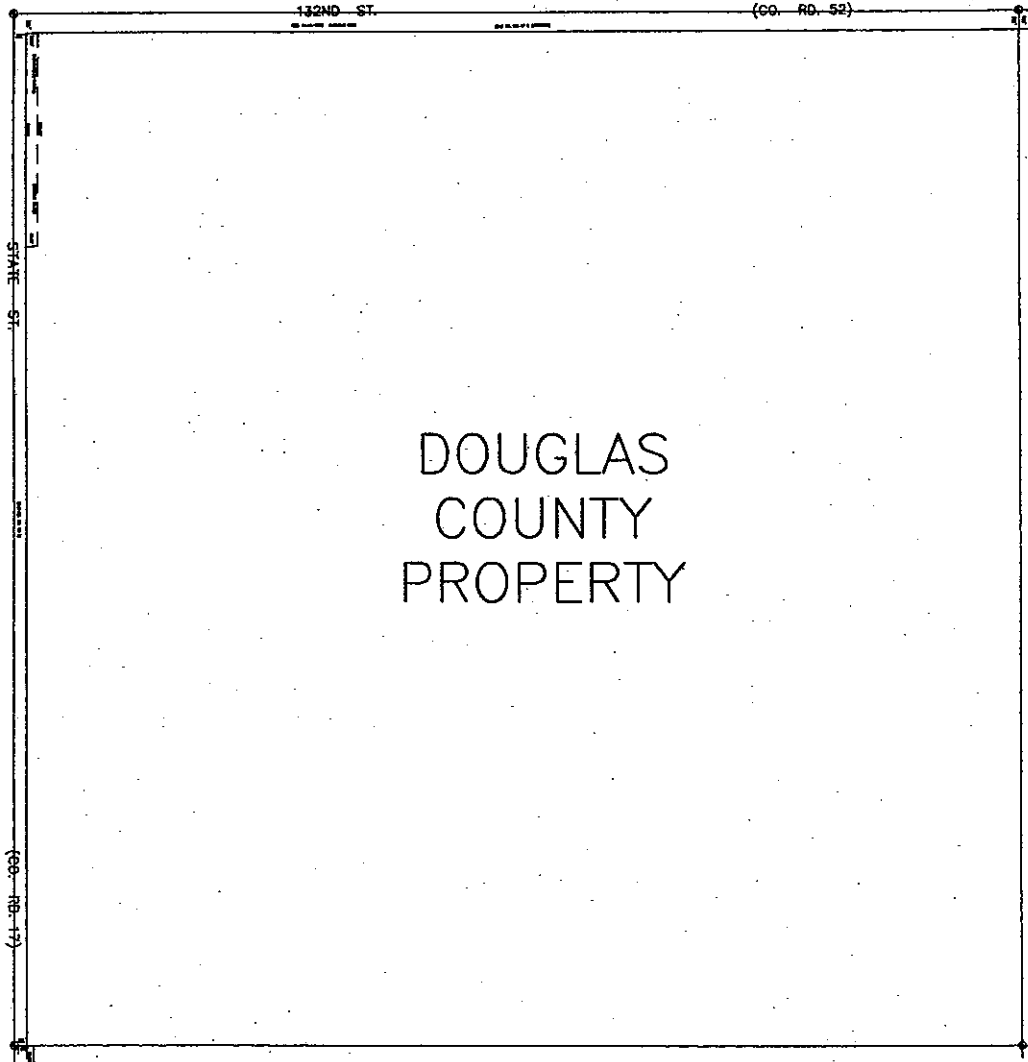
My Commission expires:
DOROTHY W. HALLAG
Notary Public
November 5, 1977

Recorded in Misc. Book No. 117 Page No. 117
Section 19 Township 16 North Range 12 East

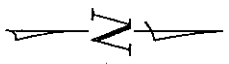
Recorded in Misc. Book No. 117 Page No. 117
Section 19 Township 16 North Range 12 East

FILED IN PUBLIC POWER DISTRICT AND RECEIVED BY THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA

COUNTY OF DOUGLAS - OFFICIAL RECORD



COUNTY OF DOUGLAS - OFFICIAL RECORD



SCALE: 1" = 500'

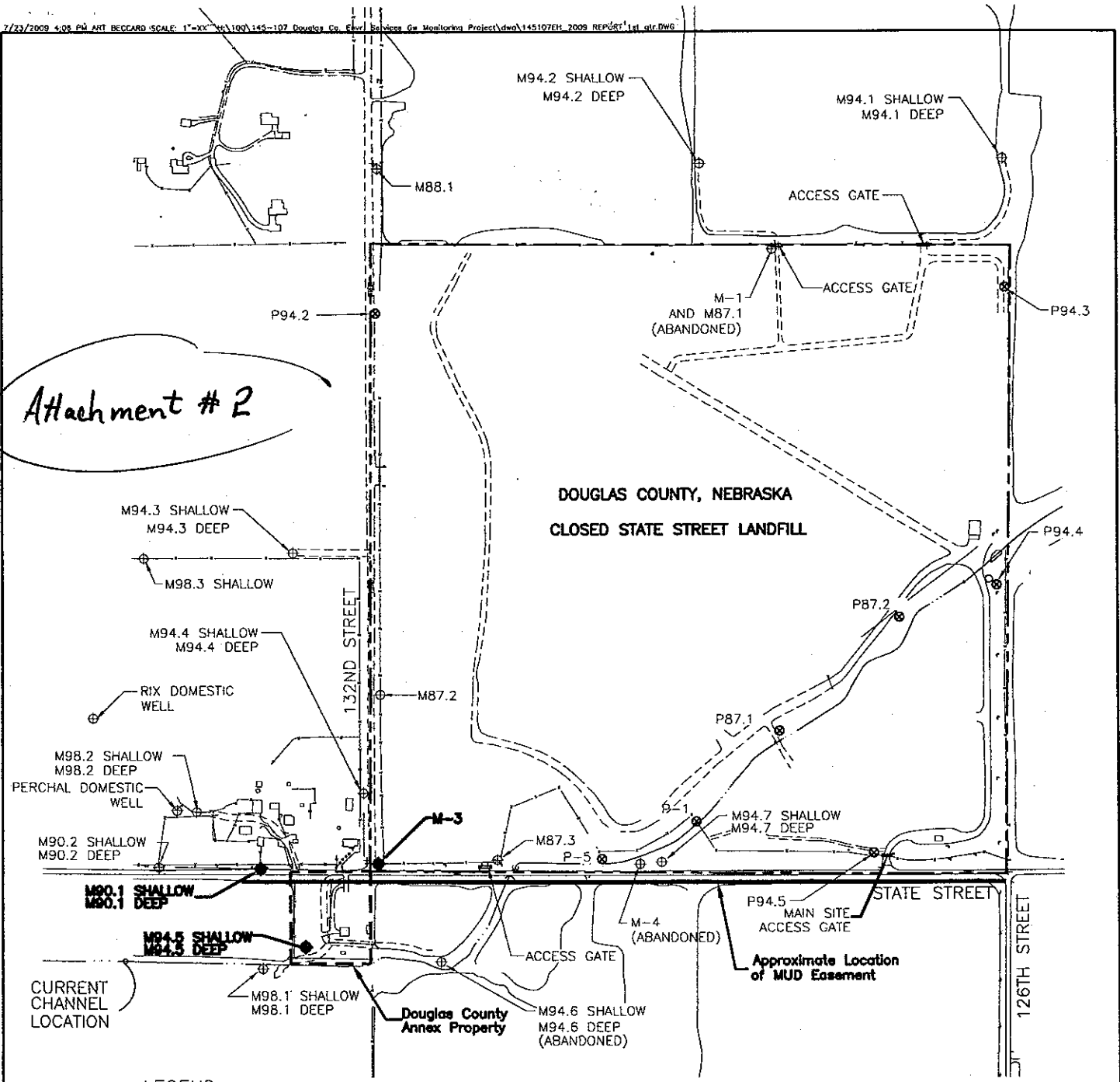
BASE MAP FROM DOUGLAS COUNTY
ENGINEER QUARTER SECTION MAP
SW 1/4 19-16-12

ATTACHMENT
PLAT MAP

DATE:	9-30-09
SCALE:	AS SHOWN
PROJ. NO.:	145-144
DRAWN BY:	ASB
CHECKED BY:	ADB

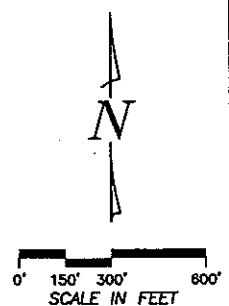
**ENVIRONMENTAL COVENANT
CLOSED STATE STREET LANDFILL
EPA ID. NET 320010234
DOUGLAS COUNTY, NEBRASKA**

Attachment # 2



- LEGEND**
- IMPROVED ROAD
 - UNIMPROVED ROAD
 - SITE BOUNDARY
 - FENCE
 - GATE
 - ☪ STREAM
 - EXISTING MONITORING WELL IN SAMPLING NETWORK (LOCATIONS SAMPLED IN BOLD)
 - EXISTING MONITORING WELL NOT IN SAMPLING NETWORK
 - PIEZOMETER LOCATION

Ground Water Depth Below Grade, feet			
Measurement Date	Well M-3	Well M90.1 Shallow	Well M94.5 Shallow
10/15/2007	15.35	13.58	13.11
4/14/2008	14.25	12.48	11.91
10/6/008	18.60	14.88	13.52
4/23/2009	16.40	13.26	11.97



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 WEBSITE: WWW.TD2CO.COM

Douglas County, Nebraska
 CLOSED STATE STREET LANDFILL

GROUNDWATER DEPTH BELOW GRADE
 NEAR MUD EASEMENT

scale:	AS SHOWN
date:	7/27/09
drawn by:	BPH
checked by:	ADB
revision:	---