

577-948  
NEB - 1/4 FORM # 6  
REVISED 9-79  
(REQUIRES 3 COPIES)

R.O.N. # \_\_\_\_\_ ROE 18-84

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, hereby fully or partially releases and forever discloses certain easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon, over and through the following described property: The westerly 8.00 ft. of Lot 2, and the easterly 8.00 ft. of Lot 16, both being located in Bellevue Business Park, a platted and recorded subdivision in the east one-half section 22, T-14-N, R-13-E, and the west one-half Section 23, T-14-N, R-13-E of the 6th P.M. Sarpy County, Nebraska.

If this Release of Easement is Partial or Conditional, Specify Here:

Release is Partial:

The northerly 8.00 ft. of Lots 2 and 16 mentioned above, is not released.

and which is recorded in the records of Sarpy County, Nebraska on the 3<sup>RD</sup> day of January, 1979, in ~~Abstract~~ Plat Book 7, Page 72.

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this 3<sup>rd</sup> day of October, 1984, by its duly authorized officers.

ATTEST:  
M.R. Titze By Ernest G. Nelson, Jr.  
Right-of-Way Clerk TITLE Manager-Distribution Engineering/Right-of-Way

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 3<sup>rd</sup> day of October, 1984 before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named M.R. Titze-Right-of-Way Clerk and R.J. Nelson-Manager-Distribution Engineering/ROW of Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.

Ernest G. Nelson, Jr.  
GENERAL Notary Public in and for the State of NEBRASKA  
ERNEST G. NELSON, JR.  
My Comm. Exp. Nov. 5, 1984

602  
FILED SARPY CO., NE  
BOOK 57 OF Misc Fees  
PAGE 948

1984 OCT 17 10:49 AM  
1984 Oct 17 AM 12:49  
Carl L. Hildebrand  
REGISTER OF DEEDS

5<sup>TH</sup> day of NOVEMBER, 1984.

Sheet 11439

64 WD 149-433

FILED FOR RECORD 26-74 AT 2:00 P. M. IN BOOK 47 OF MISSOURI  
PAGE 123 Carl & Hilbert REGISTER OF DEEDS, SARPY COUNTY, NEB. 123 50

47-123

EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner of the real estate hereinafter described, its successors and assigns, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District", a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, above, under, in and across the following described real estate situated in Sarpy County, State of Nebraska, to-wit:

A strip of land one hundred (100) feet in width through Section Twenty-two (22), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P. M., said strip being Fifty (50) feet each side of the following described center line to-wit: Beginning at a point on the west line of Tax Lot Seven (7), this point being twenty-five (25) feet north of and four hundred thirty-three (433) feet more or less west of the one quarter corner on the east line of said section twenty-two (22), running thence east twenty-five (25) feet north of and parallel to the east and west center line of said section twenty-two (22) to a point three hundred sixty-one and three tenths (361.3) feet east of place of beginning, thence northeasterly at an angle of East 45° 2' North a distance of one hundred (100) feet more or less to the intersection of the east line of said section twenty-two (22), this point of intersection being ninety-six and eight tenths (96.8) feet north of the one quarter corner on the east line of said section twenty-two (22) containing fifty-two hundredths (.52) acres more or less;

And also, a strip of land one hundred (100) feet in width through Section twenty-three (23), Township fourteen (14) North, Range thirteen (13) east of the 6th P. M., said strip being fifty (50) feet each side of the following described center line, to-wit: Beginning at a point on the west line of said section twenty-three (23) ninety-six and eight tenths (96.8) feet north of the one quarter corner on the west line of said Section twenty-three (23), running thence northeasterly at an angle of East 45° 2' North, a distance of nine hundred twenty-three and three tenths (923.3) feet more or less to the intersection of the easterly line of Tax Lot Seven (7), this also being the intersection of the westerly line of Union Pacific Railroad, the center line of this last description being a straight line projection of the center line of the first description herein, containing 1.05 acres more or less.

SCHMID, FORD, MOONEY, FREDERICK & CAPORALE  
ATTORNEYS AT LAW

See # 034643

47-123A

1. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District.

2. Grantor may cultivate, use and enjoy the land within the right-of-way, provided that such use shall not endanger or be a hazard to or interfere with the rights hereinbefore granted, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without prior written approval from the District.

3. District shall be responsible for repairing any damage to the property caused by the district employees or agents and for restoring said property to the condition that existed prior to said damage.

4. It is further agreed that Grantor has authority to make such conveyance and that it and its successors and assigns shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, and against no other claims or demands.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 5 day of January, 1974.

MIDLAND PROPERTIES, INC.

By *Charles D. Sutherland*  
President

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

Before me, a notary public qualified in said county, personally came Charles D. Sutherland, Jr., President of Midland Properties, Inc., a corporation, known to me to be the President and identical person who signed

47-123B

the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on January 5, 1974.

*Kathleen Dennis*

Notary Public

KATHLEEN DENNIS  
MAY 10, 1976

Commission Expires:



