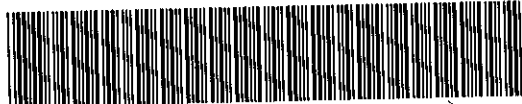




BK 1410 P6 067-071

RICHARD M. JARECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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This Space Reserved for Recording Purposes

EASEMENT TERMINATION AGREEMENT

THIS EASEMENT TERMINATION AGREEMENT ("Termination Agreement") is entered into between OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("District"), and Regency Nebraska, a Delaware Cor ("Meadowlark").

WHEREAS, the District and Meadowlark's predecessor-in-interest entered into an Agreement dated March 31, 1979, and filed for record on July 8th, 1980, in Book 635 of Miscellaneous Records of Douglas County, Nebraska at 667, as amended ("Easement Agreement");

WHEREAS, under Easement Agreement, Meadowlark's predecessor-in-interest granted the District an easement over certain real property described on Exhibit A and depicted on Exhibit A-1 attached hereto ("Easement Area") to construct, operate and maintain a sewer line to discharge wastewater into a lagoon-type wastewater treatment facility constructed, operated, owned and maintained by Meadowlark and Meadowlark's predecessors-in-interest ("Easement"); and

WHEREAS, the District and Meadowlark have mutually agreed to terminate the Easement pursuant to the terms and conditions of this Termination Agreement.

NOW, THEREFORE, the District and Meadowlark, for good and valuable consideration receipt of which is hereby acknowledged, mutually agree as follows:

1. Effective as of November 2, _____, 2001 ("Effective Date"), Meadowlark and the District hereby terminate the Easement and the Easement Agreement.

2. From and after the Effective Date, Meadowlark, on behalf of itself and its successors and assigns, hereby releases and forever discharges the District from any and all loss, damage, liability, claim, cause of action and expense of any nature which Meadowlark now has, or which may hereafter accrue, arising out of the Easement Agreement. Meadowlark shall further indemnify and hold the District, its employees, officers and directors, harmless from any and all loss, damage, liability, claim, cause of action and expense of any nature arising out of the Easement Agreement.

3. This Termination Agreement shall run with the land and shall bind and inure to the benefit of Meadowlark, the District and their respective successors and permitted assigns. In the event of any conflict between the terms of the Easement Agreement and the terms of this Termination Agreement, the terms of this Termination Agreement shall control.

After recording return to: Judi Sorensen, OPPD 444 S. 16 Street, Omaha, NE 68102

wdt

4. This Termination Agreement shall be recorded in the office of the Register of Deeds of Douglas County and indexed against the Meadowlark Property and the District Property at the District's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the 2 day of NOV, 2000.

REGENCY NEBRASKA
DELEWARE CORPORATION, a

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska

By: [Signature]
Print Name: M. TRAVIS
Print Title: V. PRES

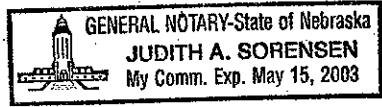
By: [Signature]
Print Name: William D. Dermyer
Print Title: Vice President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 26 day of November, 2000, before me, a notary public in and for said county and state, personally came William D. Dermyer, Vice President of OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, known to me to be the identical person who signed the foregoing Termination Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the District.

WITNESS my hand and notarial seal, in said county and state, the day and year last above written.
(SEAL)

[Signature]
Notary Public Judith A. Sorensen

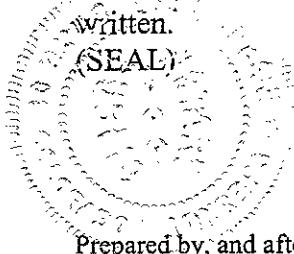


NOTARIAL SEAL
REGISTER OF DEEDS

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 2 day of Nov, 2000, before me, a notary public in and for said county and state, personally came M. Travis, V. Pres of Regency of Nebraska In, a Delaware Corp, known to me to be the identical person who signed the foregoing Termination Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the _____.

WITNESS my hand and notarial seal, in said county and state, the day and year last above



Lisa Arboney Christ
Notary Public 4-8-2003

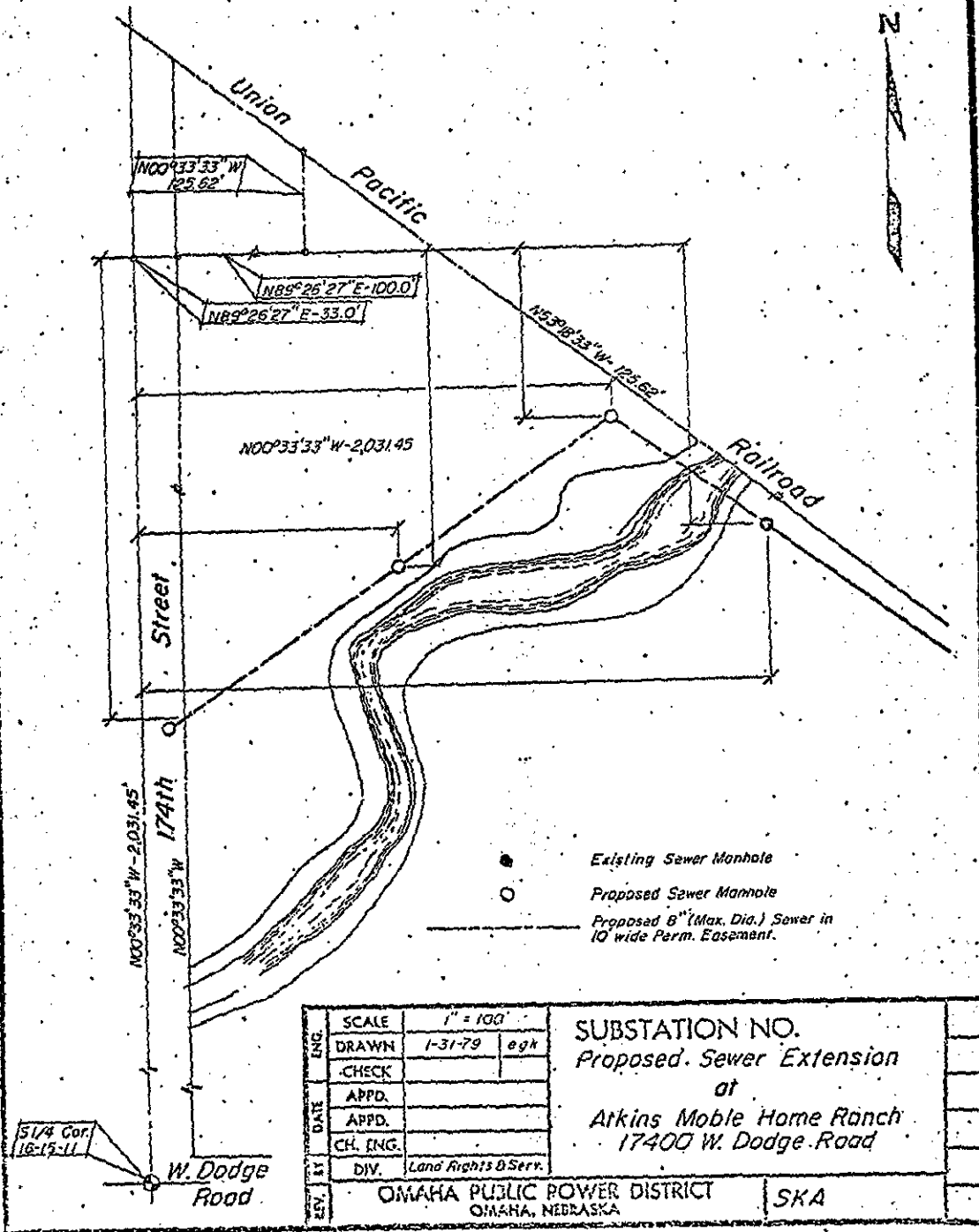
Prepared by, and after recording return to:
Mark L. Brasee, Esq.
Fraser, Stryker, Meusey, Olson, Boyer & Bloch, P.C.
500 Energy Plaza, 409 South 17th Street
Omaha, NE 68102

0236066.01

Exhibit A
Easement Area

That part of the Northwest Quarter of the Southeast^{east} Quarter (NW1/4 SE~~W~~ 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, lying Southwest of the Union Pacific Railroad Co., right of way; and as shown on attached Exhibit A-1.

BOOK 635 PAGE 678



SCALE	1" = 100'	
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APPD.		
APPD.		
CH. ENG.		
DIV.	Land Rights & Serv.	

SUBSTATION NO.
 Proposed Sewer Extension
 at
 Atkins Mobile Home Ranch
 17400 W. Dodge Road

OMAHA PUBLIC POWER DISTRICT
 OMAHA, NEBRASKA

SKA

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REGISTRY OF DEEDS
 NEBRASKA
 C. HARTMAN
 REGISTERED PROFESSIONAL SURVEYOR
 NEBRASKA

Book 635
 Page 667
 of 200

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 Compd
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