

The Sellers shall furnish the Buyer a good and sufficient abstract of title showing a merchantable title of record to the premises in the Sellers.

Upon the payment of the final amount of principal the Sellers shall furnish and deliver to the Buyer a Warranty Deed conveying said premises to the Buyer. The Sellers shall pay all of 1965 and 1966 taxes on said property. The Buyer shall pay all subsequent taxes as they shall become due and payable.

In the event of death of the Buyer, before final payment is made, the above described real estate shall automatically revert back to the Sellers.

In the event of death of the Sellers, before final payment is made, the above described real estate shall automatically be transferred to the Buyer and this sales contract shall automatically be considered as paid in full.

It is mutually agreed that time is the essential element in this contract. That the installments shall be timely paid and that in event that the Buyer should become in arrears of four payments as above provided or fail to pay the taxes as they become due and payable, the remaining sum due shall be determined and demanded and if not paid at once, then all the payments under this contract shall be forfeited and shall remain the property of the sellers as damages by them sustained and the Buyer shall forthwith deliver up possession of said premises and shall have no further right and interest therein.

This contract shall be binding upon their heirs and assigns to this contract.

PAGE TWO (2)  
SALES CONTRACT

IN TESTIMONY HEREOF, the Parties hereto have subscribed their names and the date of June \_\_, 1965.

Gerald J. Hall            Seller  
Rachel B. Hall            Seller  
Ida Mae Dean             Buyer

STATE OF NEBRASKA    )  
                                  ) ss.  
SAUNDERS County        )

On this 2nd day of June, 1965, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Gerald J. Hall and Rachel B. Hall, Sellers; and Ida Mae Dean, Buyer to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

(C.N. WALTON            )  
(GENERAL NOTARY        )  
(COMMISSION EXPIRES    )  
(JAN. 21, 1967           )  
(STATE OF NEBRASKA     )  
C.N. Walton            Notary Public  
C.N. Walton

My Commission expires the 21 day of January, 1967.

ASSIGNMENT AND CONVEYANCE  
Eastern Nebraska Public Power District  
to  
Omaha Public Power District

COMPARED

\*\*\*\*\*  
Filed June 10, 1965 at 8:17 A.M.  
Lucille Horn Gaines  
Register of Deeds  
\$9.50

ASSIGNMENT AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, THAT:

Pursuant to, the provisions of the certain "Merger Agreement", duly authorized and approved

## Miscellaneous Record No. 9

Cass County

LUBI PRINTING CO., WARDEN, NEBRASKA

by their respective Board of Directors, and executed on October 14, 1964, EASTERN NEBRASKA PUBLIC POWER DISTRICT ("Eastern"), a Public Power District, organized and existing under the laws of the State of Nebraska, does hereby transfer, assign and convey to OMAHA PUBLIC POWER DISTRICT ("OPPD"), a Public Power District, organized and existing under the laws of the State of Nebraska, its entire right, title and interest, of whatsoever nature, in and to any and all transmission line easements owned, held or enjoyed by eastern, within or partially within Cass County, Nebraska, including but not limited to those filed or record in the Office of the Register of Deeds of said County and Identified below:

Misc. Book	Page	Dated	Description	
4	7	4-18-50	NE 1/4 SE 1/4 & S 1/2 SE 1/4 Sec. 26, T12N, R 13,	East 6th P.M.
4	9	6-21-50	S 1/2 SE 1/4 Sec. 21, T10N, R 13,	"
4	11	6-30-50	W 1/2 SE 1/4 Sec. 33, T11N, R 13,	"
4	13	7-3-50	NE 1/4 Sec. 21, T 10N, R 13	"
4	15	7-5-50	N 1/2 SW 1/4 Sec. 4, T10N,R13,	"
4	17	6-21-50	W 1/2 SW 1/4 Sec. 33, T10N, R 13,	"
4	19	6-23-50	N E 1/4 Sec. 28, T10N, R13,	"
4	21	4-5-50	Part of N 1/2 Sec. 10, T11N, R13,	"
4	23	5-5-50	E 1/2 NE 1/4; Part of NW 1/4 NE 1/4; & Part of SW 1/4 NE 1/4 Sec. 10, T11N, R 13,	"
4	25	4-6-50	SE 1/4 Sec. 3, T11N, R 13,	"
4	27	5-3-50	SE 1/4 Sec. 35, T12N, R13,	"
4	30	6-29-50	W 1/2 W 1/2 NE 1/4 Sec. 33, T11N, R13	"
4	32	4-7-50	E 1/2 NW 1/4 Sec. 2, T11N, R 13,	"
4	34	7-26-50	Part of SW 1/4 SE 1/4 Sec. 24, T12N, R 13,	"
4	36	7-26-50	S 1/2 NW 1/4 SE 1/4 Sec. 24, T12N, R 13,	"
✓4	38	7-18-50	N 1/2 NW 1/4 Sec. 24, T 12N, R 13,	"
4	40	7-18-50	Part of SE 1/4 SW 1/4 & W 1/2 SW 1/4 Sec. 13,T12N,R13,	"
Misc. Book	Page	Dated	Description	
4	42	7-25-50	NE 1/4 SE 1/4 & E 1/2 SW 1/4 SE 1/4 NE 1/4 Sec. 11, T12N, R13,	East 6th P.M.
4	44	7-25-50	N 1/2 SW 1/4 NE 1/4 Sec.11,T12N,R13,	"
✓4	46	7-24-50	W 1/2 NE 1/4 Sec. 28, T11N,R 13,	"
✓4	50	8-8-50	NW 1/4' E 1/2 SW 1/4 Sec. 2,T12N, R13,	"
4	52	8-10-50	NE 1/4 Sec. 16, T11N, R13,	"
4	57	8-10-49	S 1/2 SW 1/4 NE 1/4 & W 1/2 SW 1/4 NE 1/4 Sec.11,T12N,R13"	"
4	59	6-20-50	N 1/2 SE 1/4 Sec. 21,T10N,R13,	"
4	62	8-23-50	E 1/2 NE 1/4' Part NW 1/4 NE 1/4 & Part of SW 1/4 NE 1/4 Sec. 10,T11N, R13,	"
4	66	8-18-50	S 1/2 SW 1/4 & NE 1/4 SW 1/4 Sec.16,T10N,R13,	"
4	68	8-30-50	NW 1/4 Sec. 21, T10N, R13,	"
4	71	8-18-50	Part of W 1/2 Sec. 35, T13N,R13.	"
4	73	8-18-50	NW 1/4; E 12 SW 1/4 Sec. 2, T12N,R13,	"

4	75	5-12-50	SE 1/4 SE 1/4 Sec. 9, T11N, R13,	"
4	78	8-15-50	W 1/2 SE 1/4 Sec. 21, T11N, R13,	" ✓
4	80	7-12-50	SE 1/4 Sec. 28, T10N, R13,	"
4	93	6-29-50	N 1/2 Sec. 4, T10N, R13,	"
4	107	3-16-51	E 1/2 SW 1/4 Sec. 16, T11N, R13,	"

As one of the considerations of said transfer, assignment and conveyance, OPPD has agreed to, and hereby does assume, all of Eastern's obligations, of whatsoever nature, incurred in connection with the acquisition or continuance of said transmission line easements.

Dated this 22nd day of December, 1964.

(EASTERN NEBRASKA PUBLIC POWER DISTRICT)  
(CORPORATE SEAL)

EASTERN NEBRASKA PUBLIC POWER DISTRICT

By Edward L. Hahn  
President

ATTEST:

Lloyd J. Marti  
Secretary

OMAHA PUBLIC POWER DISTRICT

(OMAHA PUBLIC POWER DISTRICT )  
(CORPORATE SEAL CREATED )  
(OMAHA, NEBRASKA 1945 )

By Ted W. Metcalfe  
President

ATTEST:

Richard Sievers  
Secretary

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 22nd day of December, 1964, before me, a Notary Public in and for the State and County aforesaid, personally appeared Edward L. Hahn and Lloyd J. Marti, to me known to be the President and Secretary, respectively, of Eastern Nebraska Public Power District, and they severally acknowledged that they executed the foregoing instrument as their voluntary act and deed as such officers, and as the voluntary act and deed of said District.

(HIRD STRYKER, JR. )  
(NOTARIAL SEAL )  
(COMMISSION EXPIRES )  
(SEPT. 8, 1965 )  
(DOUGLAS COUNTY, NEBRASKA)

Hird Stryker Jr.  
Notary Public

My Commission Expires:  
September 8, 1965.

EASEMENT  
Martha K. Murdoch et vir  
to  
Northern Natural Gas Company

Filed June 11, 1965 at 8:05 A.M.  
Lucille Horn Gaines  
Register of Deeds  
\$4.15

COMM

+ 401-4-343  
Have tenant, have

KNOW ALL MEN BY THESE PRESENTS:

That Martha K. Murdoch and Earl C. Murdoch, her husband of the County of Cass and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and