

43-425

ASSIGNMENTS OF CONTRACTS, AGREEMENTS, EASEMENTS,
JOINT USE POLE AGREEMENTS,
RAILROAD CROSSING AGREEMENTS,
MISCELLANEOUS AGREEMENTS AND RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

The LOUP RIVER PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, pursuant to an Agreement of Lease-Purchase executed on November 6, 1968, between the parties, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, received by the Assignor, does hereby sell, assign, transfer and set over to the Assignee, NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, all of its right, title and interest in and to the following described contracts, agreements, easements and miscellaneous agreements subject to all of the terms and conditions contained therein; provided that in any case where an item identified cannot be assigned without consent approval or agreement of a third party, this Assignment shall not become effective unless and until such necessary approval, consent or agreement is obtained and where an item identified covers facilities both inside and outside the Four-County Area of Platte, Boone, Nance and Colfax, only the part covering facilities outside of said Four-County Area is assigned except the 230-KV facilities inside the four county area of Platte, Boone, Nance and Colfax:

1. Rural Contracts. The following described Requirements Power Contracts, each dated January 1, 1957, with the 26 named rural public power districts together with all amendments and supplements thereto:

Burt County	Norris Public Power
Butler County	Niobrara Valley
Cedar Knox	Northeast Nebraska
Cuming County	Polk County
Custer County	Seward County
Dawson County	South Central
Eastern Nebraska (Now OPD)	Southern Nebraska
Elkhorn	Southwest
Franklin County	Stanton County
Howard Greeley	Twin Valley
KBR	Wayne County
Loup Valley	York County
McCook Public Power	North Central

Provided, however, that any and all rights, claims, actions or demands with respect to any of the above described contracts for service prior to January 1, 1969, shall remain the property of the LOUP RIVER PUBLIC POWER DISTRICT and is not hereby assigned.

2. Municipal Contracts. The following described Requirements Power Contracts with the named municipalities together with Supplements and amendments thereto:

<u>MUNICIPALITIES</u>	<u>ORIGINAL CONTRACT</u>	<u>SUPPLEMENT NO. 1</u>
Bertrand	September 1, 1959	May 6, 1963
Cozad	September 1, 1959	June 12, 1963
Holdrege	September 1, 1959	June 12, 1963
Lexington	September 1, 1959	June 12, 1963
Loomis	September 1, 1959	June 12, 1963
Minden	September 1, 1959	June 12, 1963
North Platte	September 1, 1959	May 7, 1963
Gothenburg	September 1, 1959	June 12, 1963

3. Other Power Sale Contracts: The following described power sale contracts together with all amendments and supplements thereto:

Power Sale Contract with the City of Lincoln, Nebraska, dated May 1, 1956.

Agreement for Sale of Firm Power and Energy to Consumers Public Power District, dated September 15, 1959.

4. Interchange Power Contracts. The following described Interchange Power Contracts together with all amendments and supplements thereto:

Interchange Agreement with Consumers Public Power District executed September 15, 1959, modified and supplemented July 11, 1968.

With City of Grand Island executed November 1, 1959.

With City of Hastings, executed January 1, 1960.

With City of Wahoo, executed February 10, 1965.

With City of Fairbury, executed August 29, 1963.

With Omaha Public Power District, executed April 1, 1950 and amended July 12, 1968.

5. Power Purchase Contracts. The following described power purchase contracts together with all amendments and supplements thereto:

With U. S. Bureau of Reclamation - Contract 14-06-700-124, dated May 28, 1954, as amended and supplemented.

With Basin Electric Power Co-op, executed September 1, 1965.

With Central Nebraska Public Power and Irrigation District for purchase of Power and Energy from the Canady Plant, dated May 18, 1957.

Separation Agreement with Central Nebraska Public Power and Irrigation District, dated April 1, 1949, as amended and supplemented.

6. Miscellaneous Contracts and Agreements. The following described contracts and agreements to which the Loup River Public Power District is a party:

Steam Plant Joint Operating Agreement with Central Nebraska Public Power and Irrigation District, dated January 24, 1947.

Operating Agreement, dated May 1, 1940, as amended and supplemented (excluding the Separation Agreement and Steam Plant Joint Operating Agreement.)

Agreement for Use of High-Voltage Transmission Facilities with Consumers Public Power District, dated September 15, 1959, as supplemented July 11, 1968.

Maintenance Agreement with Consumers Public Power District, dated July 11, 1968.

Agreement for Lease of Properties with Consumers Public Power District, dated in March, 1946.

Master Substation Agreement with Consumers Public Power District, dated December 1, 1953.

Lease-Purchase Agreement (relating to the Fort Randall transmission facilities) with the Nebraska Electric Generation and Transmission Co-op., Inc., dated December 20, 1960.

RIGHT-OF-WAY EASEMENT

we, THANE SIMONSEN AND EILEEN SIMONSEN Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Five B (5B) being part of the West One-half (W $\frac{1}{2}$), South One-half (S $\frac{1}{2}$), Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) Section Twenty-two (22), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy 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 OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", 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:

The South One Hundred Twenty-five feet (125') of the West Ten feet (10') of Lot Five B (5B) being part of the West One-half (W $\frac{1}{2}$) South One-half (S $\frac{1}{2}$), Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section Twenty-two (22), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Sarpy County, Nebraska.

CONDITIONS:

- Where Grantee's facilities are constructed Grantees 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').
- The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement used for grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever 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 _____ day of _____

Thane Simonsen
Eileen Simonsen

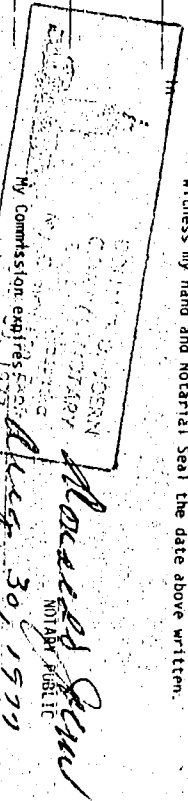
STATE OF NEBRASKA
COUNTY OF SARPY

On this 20 day of MAY 1976
before me the undersigned, a Notary Public in and for said State, personally appeared THANE SIMONSEN
and EILEEN SIMONSEN

President of _____
personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.
expressed. _____ voluntary act and deed for the purpose therein

NOTARY PUBLIC



My Commission expires:

Transmission Engineer ME Dates 5/25/76 Contract and Specifications Engineer RUP Date 5/26/76
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

Section 22 Township 14 North, Range 11 East, Sarpy Co., Nebraska, 84252, 3258

See # 55969

145-22604

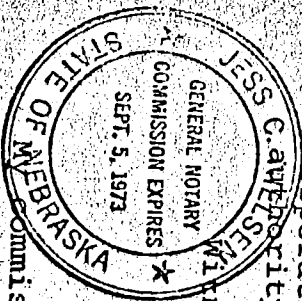
In witness whereof, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated December 10, 1970 Walter L. ...
President

ATTEST:

STATE OF NEBRASKA
COUNTY OF LINCOLN) SS.
Walter M. ...
Secretary

Before me, a notary public qualified in said county, personally came Dwayne Wolf, President of Platte Valley Public Power and Irrigation District, a corporation known to me to be the President and identical person who signed 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 Secretary.



Witness my hand and notarial seal on December 10, 1970.
Walter M. ...
Notary Public
Attorney At Law
Platte Nebr.
NESTEIN C. 5537

STATE OF NEBRASKA)
COUNTY OF _____) SS.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the _____ day of _____, 19____, at _____ o'clock and _____ minutes _____ M., and recorded in Book _____ of _____ at page _____.

Register of Deeds

By _____
Deputy

Record	11/10
DE	11/10
Verify	11/10
Filed	11/10
Checked	11/10
Fee \$	17.52

A F F I D A V I T

93-03509
 FILED
 INSTRUMENT NUMBER
 93-003509
 53 FEB 24 AM 11:41

STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

Constance T. Ruhak
 REGISTER OF DEEDS

Donald and Constance Ruhak, Husband and Wife,
 being first duly sworn and upon oath, depose and state that
 they are the owners of the following described real estate,

Being a replat of the Southwest Quarter of Section 22,
 T 14 N, R 11 E, of the 6th P.M., Sarpy Co., Nebraska.

We do hereby attest that on June 2, 1992, and Administrative
 Lot Split was approved. A copy of the Surveyor's Certificate,
 Agenda of the Sarpy County Commissioners meeting, and the minutes
 of said meeting are attached. This lot split involved Lots 36,
 37, 38, 42 and 43.

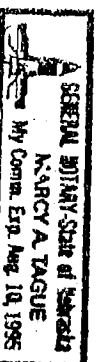
This Administrative Lot Split was never filed at the proper
 time at the Sarpy County Register of Deeds by the developers,
 and, therefore, at this time we are rectifying this error by
 filing the proper papers at this time. We hereby attest that
 this action precedes any other Administrative Lot Splits or
 Replats recorded after June 2nd, 1992.

DATED this 24th day of February, 1993.

Constance T. Ruhak
Donald J. Ruhak

SUBSCRIBED AND SWORN TO before me this 24th day of

February, 1993.



Nancy A. Tague
 Notary Public

003509

93-03509A

SARPY COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT

Sarpy County Courthouse
1210 Golden Gate Drive, Suite #1130
Papillion, Nebraska 68045-2882
Phone (402) 593-2156
Ken Tex, Building Inspector

SARPY COUNTY COMMISSIONERS APPROVAL
SURVEYOR CERTIFICATES

Date of Public Hearing: 6-2-92

Owner: Joe Ruhaak

Legal Description: Lots 36, 37, 38, 42 and 43, Cinnamon Acres,
as surveyed, platted and recorded, Sarpy
County, Nebraska.

Miller moved, seconded by Gregg, to return to regular session. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Woodle moved, seconded by Miller, to approve the following Flood Plain Permit, as approved by the Building Inspector: Shawn Peters, 2808 Annabelle Drive, Lot 72 Chris Lake, Platte River, cabin addition consisting of garage with storage above (35x30). Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Woodle moved, seconded by Gregg, to authorize the Chairman to sign the Surveyor's Certificate for Delmer Biel. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Gregg moved, seconded by Miller, to authorize the Chairman to sign the Surveyor's Certificate for Joe Ruhark. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Woodle moved, seconded by Gregg, to cancel the following Sarpy County Warrants over three years old:

<u>FUND</u>	<u>ISSUED</u>	<u>WARRANT #</u>	<u>NAME</u>	<u>AMOUNT</u>
General	02-21-89	9378	Cornell University Press	50.00
General	04-11-89	11085	Kwik Shop	9.64
General	04-18-89	11601	Cornell University Press	5.00
Roads	11-15-88	1175	Robert Stark & M Schilmoecker, DDS	18.40
Fed Gr CASA	03-21-89	8	Omaha Assoc. of Black Social Workers	25.00
Fed Gr	10-11-88	3940	Harold Chandler	6.00
House Arrest				

Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Resolved by Woodle, seconded by Miller, that this board declares itself committed to the expeditious progress toward the completion of Sarpy County Project #C-77 (197), Harrison Street, 81st Street to 107th Street and requests the support and approval from all local governments participating in the project. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Resolved by Miller, seconded by Gregg, that \$17,000 be transferred from the Miscellaneous General budget to Public Defender budget. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Resolved by Woodle, seconded by Gregg, that \$15,000 be transferred from the Miscellaneous General budget to the Jury Commissioner budget. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Resolved by Woodle, seconded by Gregg, that \$4,500 be transferred from the Miscellaneous General budget to the Juvenile Intake budget. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

Resolved by Gregg, seconded by Woodle, that \$30,000 be transferred from the Miscellaneous General budget to the Sheriff's budget. Ayes: Gregg, Miller, Woodle & Woolman. Nays: None. Absent: Gilbert.

FILED SAKPI-CO. NE.
INSTRUMENT NUMBER

95-03580

95 MAR 22 PM 2:42

George J. Szymanski

REGISTER OF DEEDS

NOTICE
OF
DECLARATION AND CONDITIONS

AGREEMENT FOR WATER SUPPLY TO CINNAMON ESTATES SUBDIVISION

CHK ☒ Cash ☐ Chtg ☐

95-03580

CERTIFICATE *22*

Value *12.00*

D.E. *9*

Record *9*

Index *9*

File *9*

Whereas, the legal description of Cinnamon Estates subdivision is as follows:

Lots one through fourteen in Cinnamon Estates, a subdivision in Sarpy County Nebraska.

Whereas, Hawk Inc. and D. Joe Ruhaak are the owners of record of lot 24B Cinnamon Acres Subdivisions and the improvements thereon to be referred to as the "water system" as described as follows:

Private Water System-Sarpy County-
Cinnamon Acres - #W/-73-92.

Whereas, the owner of record of the Water System has recieved certification and granted permit number NE31-20785 to operate a class "IV" Public Water System.

Whereas, the owners D. Joe Ruhaak, and Hawk Inc. hereby grant a perpetual and irrevocable agreement to supply the Cinnamon Estates Subdivision with water from the "water system" described herein:

There will be no "special" connection fees or other charges placed upon the Subdivision as a whole, however, a usage fee on an individual basis of the owners of lots within the subdivision will be levied.

This agreement is binding upon Hawk Inc., D. Joe Ruhaak, their heirs and assigns.

DATE 3-22-95

Hawk Inc.
by: *D. Joe Ruhaak*
President
D. Joe Ruhaak
D. Joe Ruhaak

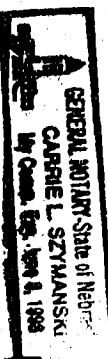
STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 22nd day of March, 1995, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came the individual whose name is subscribed above, to me known to be the identical person whose name is subscribed to the above and foregoing document and he acknowledged the execution thereof to be his voluntary act and deed.

Carrie J. Szymanski



03580

257-61 + 25
Cinnamon Deeds

92-10329

219-26 C.A. Rep

PARTIAL RELEASE OF EASEMENT

WHEREAS, the undersigned, Nebraska Public Power District (hereafter called District), a public corporation and political subdivision of the State of Nebraska and the successor in interest to the Loup River Public Power District, is the owner of an electric transmission line easement on the following described property:

The SW $\frac{1}{4}$ of Section 22, T14N, R11E of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, said easement, dated April 2, 1942, was obtained by the Loup River Public Power District from Hugo Belter and Dorothea E. Belter and recorded in Misc. Book 12, Page 111 in the office of the County Clerk, Sarpy County, Nebraska, together with a Supplemental Agreement Right-of-Way Easement, dated November 18, 1982, obtained by the Nebraska Public Power District from Merlin Belter, Dorothy Belter, Kenneth Belter, Betty Belter, Robert L. Belter, Betty J. Belter, Donald Belter, Margaret Belter, Hugo Belter Jr., Barbara E. Belter, Shirley J. Auch, Robert W. Auch, Dorothy M. Brown and Melvin G. Brown and recorded in Miscellaneous Book 55, Page 772 in the office of the Register of Deeds, Sarpy County, Nebraska, and

WHEREAS, the District has determined that its electric transmission line easement for the property described above is no longer necessary in its entirety and that a portion of the easement can be released.

NOW, THEREFORE, the District does hereby release that portion of said easement on the above-described property except for a strip of land described as follows: beginning at the Northwest Corner of the SW $\frac{1}{4}$ of Section 22, T14N, R11E of the 6th P.M. in Sarpy County, Nebraska, thence 129.08 ft. bearing S 0°31'39"W (assumed bearing) on the west line of the said SW $\frac{1}{4}$; thence 1,675.48 ft. bearing S 89°55'33"E; thence 178.65 ft. bearing N 89°50'36"W to the north line of the said SW $\frac{1}{4}$; thence 1,800.62 ft. bearing N 89°50'36"W to the point of beginning, said strip of land contains 5.10 acres more or less. The electric transmission line is located 50 ft. north and northwesterly of the south and southeasterly line of the above described tract of land.

THIS PARTIAL RELEASE OF EASEMENT shall not affect the District's original easement rights on the portion of the easement right-of-way retained by the District and shall in no way affect any other easement the District may have on or across said property.

Dated this 1st day of May, 1992.

ATTEST:

[Signature]
Assistant Secretary

NEBRASKA PUBLIC POWER DISTRICT
By: William A. Merrill
William A. Merrill, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me a Notary Public qualified in said County and State, personally came William A. Merrill, a Vice-President of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on

May 1, 1992.



FILED SARPY COUNTY
INSTRUMENT NUMBER
92-010329

Notary Public

92 MAY 27 AM 8:24

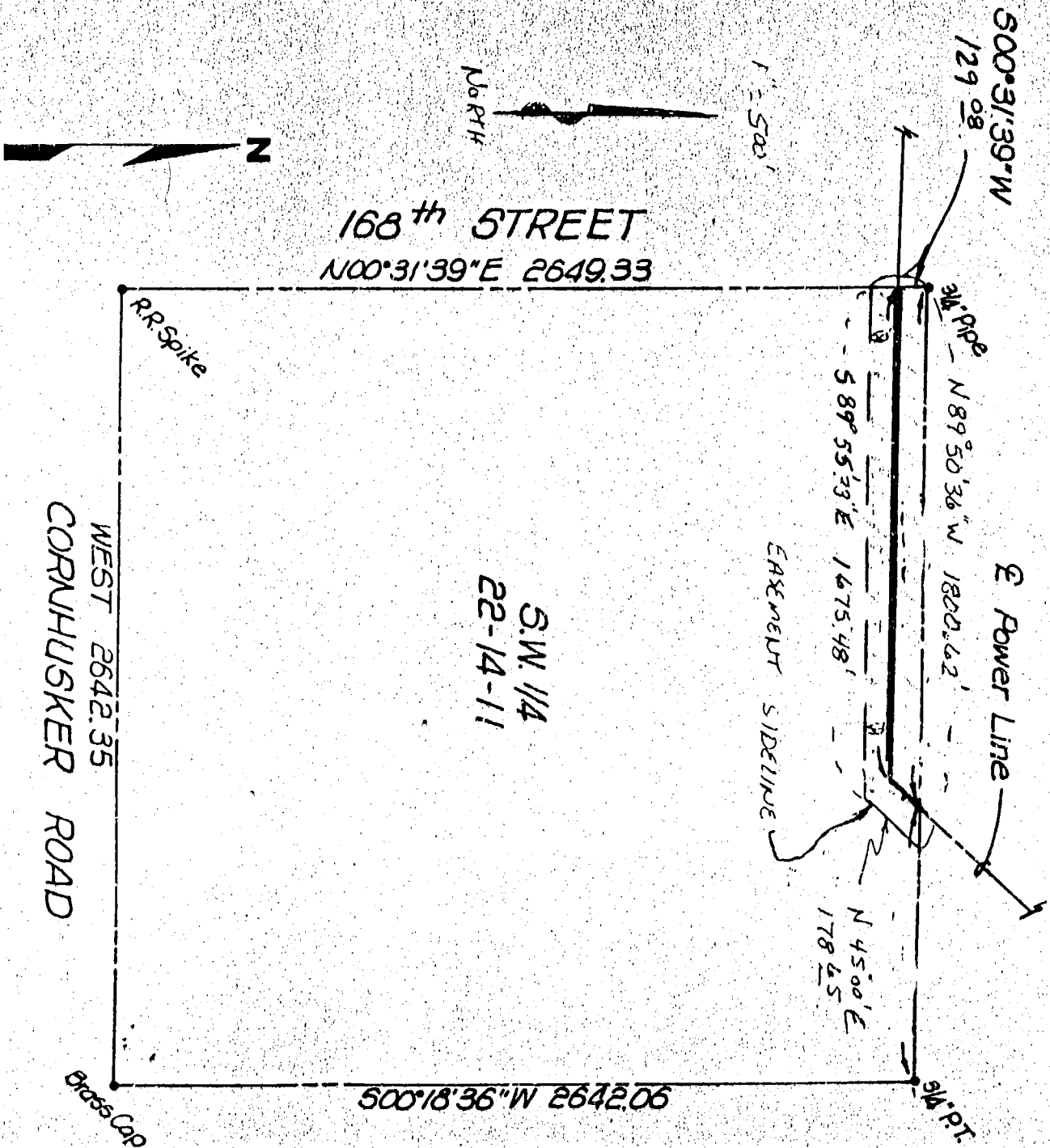
Proof	<u>W</u>
D.E.	<u>W</u>
Verify	<u>W</u>
Filmed	<u>W</u>
Checked	<u>W</u>
Fee \$	<u>38.00</u>

REGISTER OF DEEDS

010329

92-10329A

- EASEMENT AREA -



CORPORATION REAL ESTATE DEED

NEBRASKA DOCUMENTARY
STAMP TAX

DEC 23 1970

Stamp B BY Deed

KNOW ALL MEN BY THESE PRESENTS:

In consideration of that certain written Amended Merger Agreement and Lease-Purchase Agreement each dated November 13, 1969, wherein the within Grantor agrees to make this transfer upon the Grantee's performance of certain conditions, which conditions the within Grantor hereby acknowledges have been performed, and in consideration of the discharge by Grantee to the indentured Trustee of Grantor's total outstanding bonded indebtedness, payment of which Grantor hereby acknowledges, the within Grantor, PLATTE VALLEY PUBLIC POWER AND IRRIGATION DISTRICT, a public Nebraska corporation, does hereby grant, bargain, sell, quit claim, convey and confirm unto the within Grantee, NEBRASKA PUBLIC POWER DISTRICT, a public Nebraska corporation, all of Grantor's right, title, interest, possession, and estate of every kind and nature whatsoever, in and to all real estate now claimed or owned, or possessed (or any combination thereof) by Grantor in fee, easement, lease, license, or by some form of equitable right or privilege wherever situated in the several Counties of the State of Nebraska, whether the same is or is not of record in the Register of Deeds' Office in said Counties, and whether or not the same be specifically hereinafter mentioned, also all according to records and files of the Grantor which records and files are hereby also conveyed and delivered to Grantee.

To have and to hold said premises together with all tenements, hereditaments, and appurtenances thereto belonging unto the within Grantee and its successors and assigns forever, hereby intending this to be one of several documents collectively transferring and conveying all the within Grantor's assets to the within Grantee.

The within Grantor represents that attached hereto and by this reference incorporated herein and made a part hereof are the following exhibits summarizing most but not necessarily all of said properties herein conveyed:

Exhibit A - All the canals, ditches, checks, diversion works, dams, reservoirs, hydroelectric plants, bridges, culverts, offices, and other associated properties constituting Grantor's several irrigation systems.

Exhibit B - All the electric transmission and distribution lines, right of way, easements, substations, and other associated properties, heretofore independently acquired by Grantor.

Exhibit C - All the electrical transmission and distribution line right of way, easements, power plants, substations, and associated properties heretofore acquired by Grantor or by Loup River Public Power District for the account of the joint operation of said two Districts, named Nebraska Public Power System, in which Grantor claims either a legal or equitable undivided one-half interest in the real estate interest acquired for Nebraska Public Power System, which properties exhibited are to some extent nevertheless commingled by consolidation, improvement, replacement and additions heretofore made by Grantor independently and with Nebraska Public Power System revenues.

Grantor and Grantee agree that by delivery hereof, that this entire document will be filed in the Register of Deeds, Lincoln County, Nebraska (home office of Grantor) and duplicate originals by copy process to which only so much of Exhibits A, B, and C, as pertain may be filed with the Register of Deeds for each County in which some of the properties are situated.

Dec 23 005309

55-772
Mile 69
85-A-1184
Sheet 1 of 2

SUPPLEMENTAL AGREEMENT
Right-of-Way Easement

T.L. No. 1184
Tract No. 85-A
Mile 69

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 18 day of NOVEMBER, 1982, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, and the undersigned grantor(s), being the original grantor(s) or the successor(s) in interest to the original grantor(s) of a transmission line right-of-way easement granted to Loup River Public Power District, its successors and assigns, which easement is on file and recorded in Book M12 at Page 110 in the Office of the Register of Deeds, Sarpy County Courthouse, Papillion, Nebraska.

Whereas, in the maintenance and operation of the existing electrical transmission line over and along said right-of-way easement Nebraska Public Power District desires to relocate and/or place an additional structure(s) in the existing transmission line on said right-of-way easement;

NOW, THEREFORE, in consideration of \$ 500.00 receipt of which is hereby acknowledged, being full payment for all damages to grantor(s) or successor(s) resulting from the relocation and/or placement of additional structure(s) pursuant to the grant hereof (including any reconstruction damages), the undersigned grantor(s) hereby grant(s) and convey(s) unto Nebraska Public Power District, its successors and assigns, the permanent right, title, and interest to relocate and/or place an additional structure(s) in the existing transmission line on said right-of-way easement across the following described property:

The Southwest Quarter (SW¹/₄) of Section Twenty-Two (22), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska.

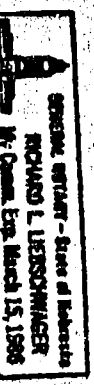
subject to the same terms, conditions, and obligations set forth in said original right-of-way easement unless otherwise expressly provided herein.

See Sheet 2 of 2 sheets of this Supplemental Agreement for the removal and relocation of a portion of the existing electric transmission line and the addition of one (3 pole) structure and three anchors.

FILED SARPY CO. NE
BOOK 55 OF MARS
PAGE 222
925

1982 DEC -7 AM 10:03

SIGNATURE	SOCIAL SECURITY NUMBER	REGISTERED REGISTER OF DEEDS	SOCIAL SECURITY NUMBER
<u>Mark Belter</u>	<u>505 34 5660</u>	<u>Alvin Bell</u>	
<u>Robert Belter</u>		<u>Raymond E. Belter</u>	
<u>Donald Belter</u>		<u>Charles Belter</u>	
<u>Bill Belter</u>		<u>Wendell W. Belter</u>	
<u>Donald Belter</u>		<u>Donald W. Belter</u>	
<u>Margaret Belter</u>		<u>William W. Belter</u>	



STATE OF NEBRASKA
COUNTY OF SARPY SS.
On this 18 day of NOVEMBER 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared MELVIN ANN DODSON BELTER

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

WITNESS my hand and notarial seal the date above written.

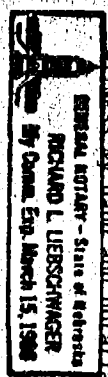
My Commission expires on the 15 day of MARCH, 1986
Richard L. Ueschinger
Notary Public

55-7724

STATE OF NEBRASKA,
COUNTY OF DOUGLAS ss.

On this 18 day of NOVEMBER, 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH AND BETTY BECKER, RICHARD L. AND BETTY J. BECKER
DONALD AND MARGARET BECKER AND LEO, JR. AND BARBARA E. BECKER

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.



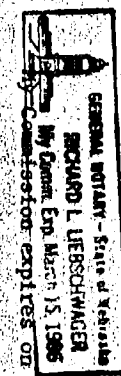
Richard L. Uebischwager
Notary Public

My Commission expires on the 15 day of MARCH, 1986.

STATE OF NEBRASKA,
COUNTY OF SANDERS ss.

On this 19 day of NOVEMBER, 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared SHIRLEY J. AUCH AND ROBERT W. AUCH

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.



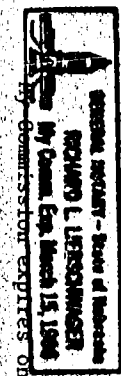
Richard L. Uebischwager
Notary Public

My Commission expires on the 15 day of MARCH, 1986.

STATE OF NEBRASKA,
COUNTY OF SANDERS ss.

On this 20 day of NOVEMBER, 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared DOROTHY M. AND MELVIN G. BROWN

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.



Richard L. Uebischwager
Notary Public

My Commission expires on the 15 day of MARCH, 1986.

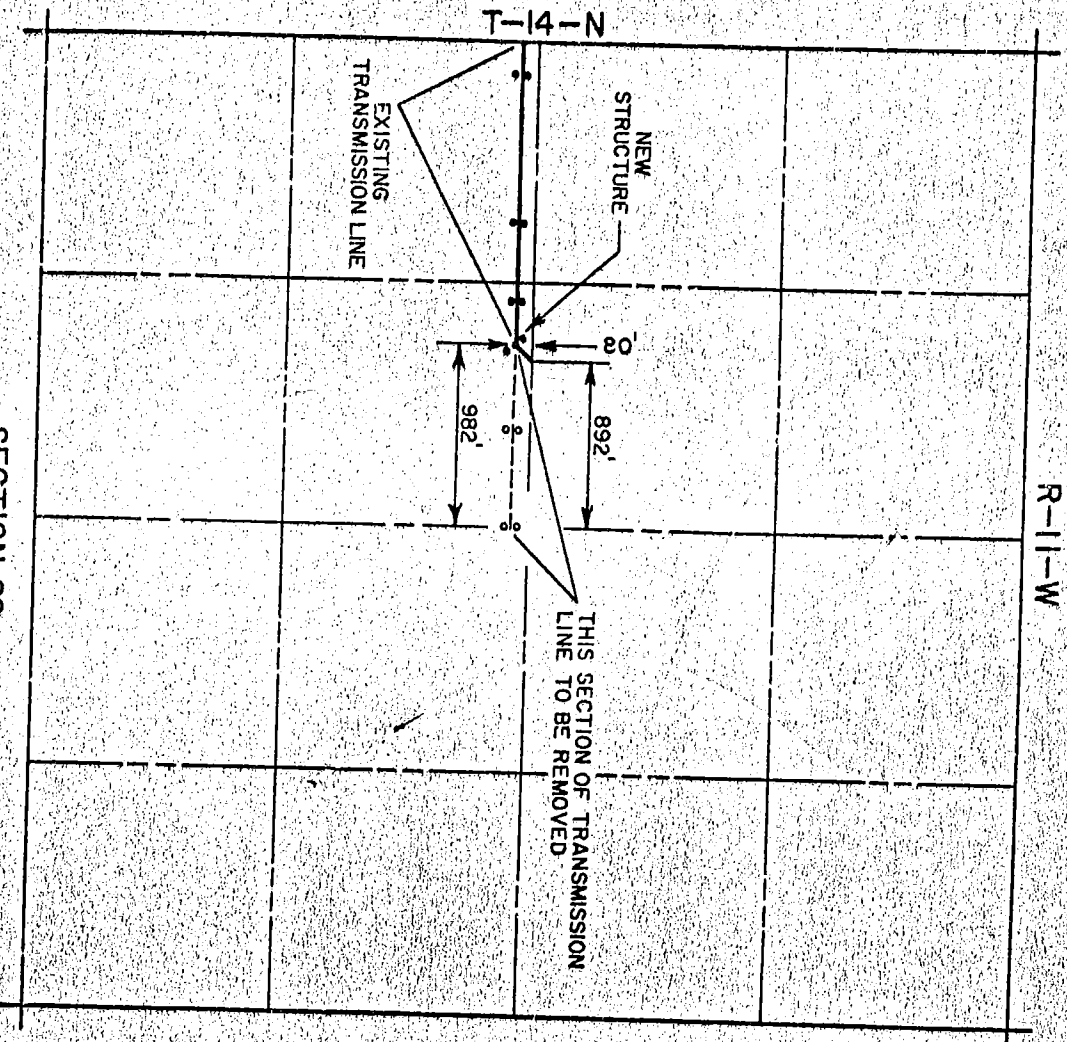
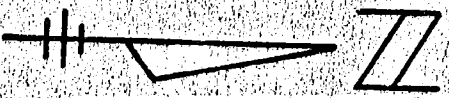
(FOR REGISTER OF DEEDS STAMP)

55-7720

SARPY COUNTY, NEBR.

MILE 69
TRACT 85-A-1184
SHEET 2 OF 2

R-11-W



DATE	REVISIONS

NEBRASKA PUBLIC POWER DISTRICT

RELOCATION OF A PORTION OF
TRANSMISSION LINE 1184
WAHOO-OMAHA

DRAWN BY	W.O. NO.	CHECKED BY	APPROVED BY
TJ/11/11	22408		

SCALE NO SCALE

TRACT NO. 85-A-1184

92-10329

PARTIAL RELEASE OF EASEMENT

WHEREAS, the undersigned, Nebraska Public Power District (hereafter called District), a public corporation and political subdivision of the State of Nebraska and the successor in interest to the Loup River Public Power District, is the owner of an electric transmission line easement on the following described property:

The SW $\frac{1}{4}$ of Section 22, T14N, R11E of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, said easement, dated April 2, 1942, was obtained by the Loup River Public Power District from Hugo Belter and Dorothy E. Belter and recorded in Misc. Book 12, Page 111 in the office of the County Clerk, Sarpy County, Nebraska, together with a Supplemental Agreement Right-of-Way Easement, dated November 18, 1982, obtained by the Nebraska Public Power District from Merlin Belter, Dorothy Belter, Kenneth Belter, Betty Belter, Robert L. Belter, Betty J. Belter, Donald Belter, Margaret Belter, Hugo Belter Jr., Barbara E. Belter, Shirley J. Auch, Robert W. Auch, Dorothy M. Brown and Melvin G. Brown and recorded in Miscellaneous Book 55, Page 772 in the office of the Register of Deeds, Sarpy County, Nebraska, and

WHEREAS, the District has determined that its electric transmission line easement for the property described above is no longer necessary in its entirety and that a portion of the easement can be released.

NOW, THEREFORE, the District does hereby release that portion of said easement on the above-described property except for a strip of land described as follows: beginning at the Northwest Corner of the SW $\frac{1}{4}$ of Section 22, T14N, R11E of the 6th P.M. in Sarpy County, Nebraska, thence 129.08 ft. bearing S 0°31'39"W (assumed bearing) on the west line of the said SW $\frac{1}{4}$; thence 1,675.48 ft. bearing S 89°55'33"E; thence 178.65 ft. bearing N 45°00'00"E to the north line of the said SW $\frac{1}{4}$; thence 1,800.62 ft. bearing N 89°50'36"W to the point of beginning, said strip of land contains 5.10 acres more or less. The electric transmission line is located 50 ft. north and northwesterly of the south and southeasterly line of the above described tract of land.

THIS PARTIAL RELEASE OF EASEMENT shall not affect the District's original easement rights on the portion of the easement right-of-way retained by the District and shall in no way affect any other easement the District may have on or across said property.

Dated this 1st day of May, 1992.

ATTEST:

NEBRASKA PUBLIC POWER DISTRICT

Assistant Secretary

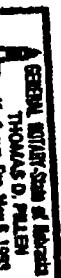
By: William A. Merrill
William A. Merrill, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me a Notary Public qualified in said County and State, personally came William A. Merrill, a Vice-President of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on

May 1, 1992.



FILED
INSTRUMENT NUMBER
92-010329

Notary Public

Proof	W
D.E.	W
Verity	W
Filmed	
Checked	
Fee \$	38.00

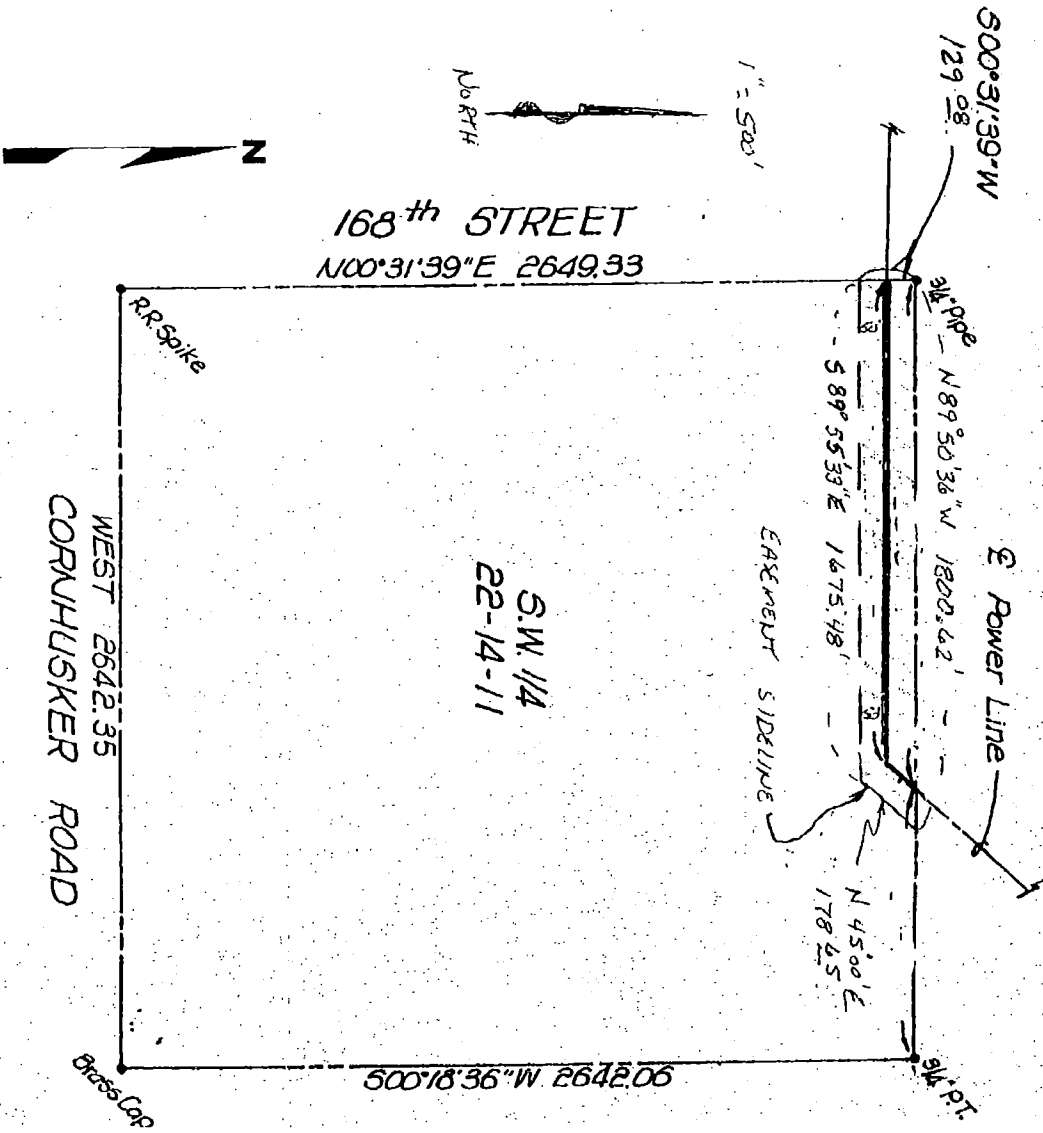
92 MAY 27 AM 8:24

REGISTER OF DEEDS

010329

92-10329A

— EASEMENT AREA —



TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 14th day of March, 2006 between MARK D. AND JULIE R. WEISHAHN, hereinafter referred to as "Grantor", and SID 260, SARPY COUNTY, hereinafter referred to as "Grantees", WITNESSETH:

THAT, said Grantor in consideration of the sum of Two and no one-hundreds Dollars (\$2.00) and other valuable consideration, does or do hereby grant and confirm unto said Grantees, and its successors and assigns, the right to use the parcel of land described as follows on Exhibit 'A':

This easement runs with the land and terminates thirty (30) days after the improvements are completed. Said easement is granted for storm sewer and related construction.

The area disturbed under this easement will be properly refilled, tamped and compacted, with damaged or displaced sod being replaced at the end of construction and with the disturbed area being left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work. Grantor will also repair all damage caused to the Grantees' underground electronic pet fence as a result of the construction activities.

Said Grantor for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said Grantee and its assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that he or they will, and he or their heirs, executors and administrators shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons.

IN WITNESS THEREOF, said Grantor has or have hereunto set their hand and seal the day and year first above written.

Mark D. Weishahn
MARK D. WEISHAHN

Julie R. Weishahn
JULIE R. WEISHAHN

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 14 day of March, 2006, before me, a Notary Public in and for said County and State, personally appeared MARK D. WEISHAHN, who executed the above and foregoing easement and acknowledged the execution thereof to be their voluntary act and deed.

Kimberley A. Krst
NOTARY PUBLIC

My Commission expires _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss



On this 14th day of March, 2006, before me, a Notary Public in and for said County and State, personally appeared JULIE R. WEISHAHN, who executed the above and foregoing easement and acknowledged the execution thereof to be their voluntary act and deed.

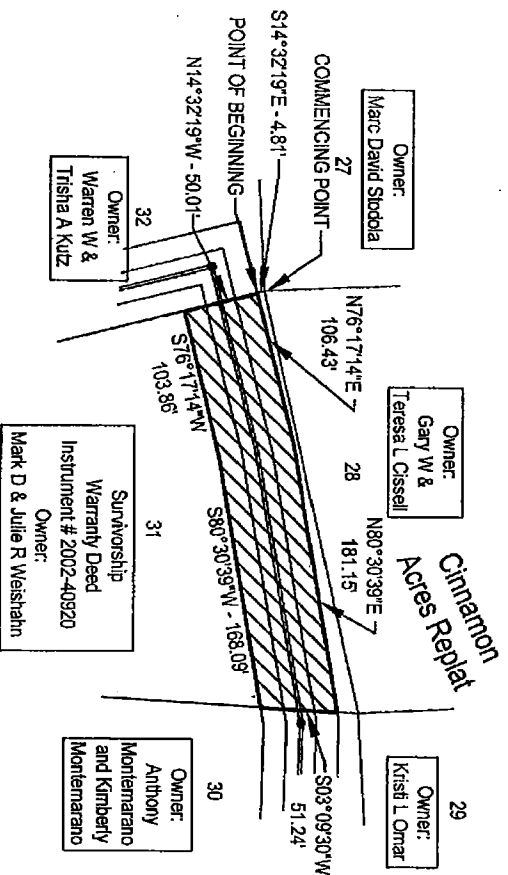
Kimberley A. Krst
NOTARY PUBLIC

My Commission expires _____



2006-11438 B

EXHIBIT "A"



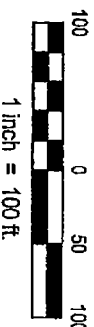
LEGAL DESCRIPTION

50.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

A 50.00 foot wide Temporary Construction Easement located in Lot 31, Cinnamon Acres Replat, a Subdivision located in the SW1/4 of Section 22, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 31, Cinnamon Acres Replat, said point also being the Northeast corner of Lot 32, said Cinnamon Acres Replat, said point also being the Southwest corner of Lot 27, said Cinnamon Acres Replat, said point also being the Southwest corner of Lot 28, said Cinnamon Acres Replat, thence S14°32'19"E (Assumed Bearing) along the Easterly line of said Lot 32, Cinnamon Acres Replat, said line also being the Westerly line of said Lot 31, Cinnamon Acres Replat, a distance of 4.81 feet to the Point of Beginning, thence N76°17'14"E, a distance of 106.43 feet, thence N80°30'39"E, a distance of 181.15 feet to a point on the Easterly line of said Lot 31, said Cinnamon Acres Replat, said line also being on the Westerly line of Lot 31, said Cinnamon Acres Replat, thence S03°09'30"W along said Easterly line of Lot 31, Cinnamon Acres Replat, said line also being said Easterly line of Lot 30, Cinnamon Acres Replat, said line also being said Westerly line of Lot 30, Cinnamon Acres Replat, a distance of 51.24 feet, thence S80°30'39"W, a distance of 168.09 feet, thence S76°17'14"W, a distance of 103.86 feet to a point on said Westerly line of Lot 31, Cinnamon Acres Replat, said line also being said Easterly line of Lot 32, Cinnamon Acres Replat, thence N14°32'19"W, along said Westerly line of Lot 31, Cinnamon Acres Replat, said line also being said Easterly line of Lot 32, Cinnamon Acres Replat, a distance of 50.01 feet to the Point of Beginning.

Said 50.00 foot wide Temporary Construction Easement contains an area of 13,988 square feet or 0.321 acres, more or less.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
1200 G STREET SUITE 100 NE SIOUX FALLS, SD 57105

Drawn by: BRW Cktd by: *WLC* Date: *9-22* Cktd by: _____ Date: _____
Job No.: 2004020.01 Date: 11/09/05 Book No.: XXXXX

50.00 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT

Sarpy County, Nebraska

GRANT OF EASEMENT

PERMANENT STORM SEWER EASEMENT

This Grant of Easement made this 24th day of March, 2006, between MARK D. AND JULIE R. WEISHAHN, hereafter referred to as "Grantor", in favor of SID 260, SARPY COUNTY, hereafter referred to as "Grantee" and its successors and assigns.

THAT, said Grantor in consideration of the sum of two dollars (\$2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto grantee and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT 'A'

2. Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating storm sewers and associated surface drainageway at the will of the Grantee.
3. That no buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by Grantor, his successors and assigns, without express approval of the Grantee. Improvements which may be approved by grantee include landscaping, grading for roadways or development and road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors and assigns.
4. Grantee shall cause any disturbance of grade made on said easement to be properly refilled and compacted, and sodded, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee and any of said construction work.
5. That said Grantor for himself and his successors and assigns, do confirm with the Grantee and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to Grantee and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

GRANTOR -

Mark D. Weishahn
MARK D. WEISHAHN

STATE OF NEBRASKA).

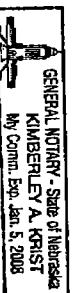
COUNTY OF DOUGLAS)

)SS

Julie R. Weishahn
JULIE R. WEISHAHN

On this 24th day of March, 2006, before me, a Notary public in and for said County and State, personally appeared MARK D. WEISHAHN, who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

Kimberly A. Krist
NOTARY PUBLIC



My Commission expires _____

STATE OF NEBRASKA).

COUNTY OF DOUGLAS)

)SS

On this 24th day of March, 2006, before me, a Notary public in and for said County and State, personally appeared JULIE R. WEISHAHN, who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

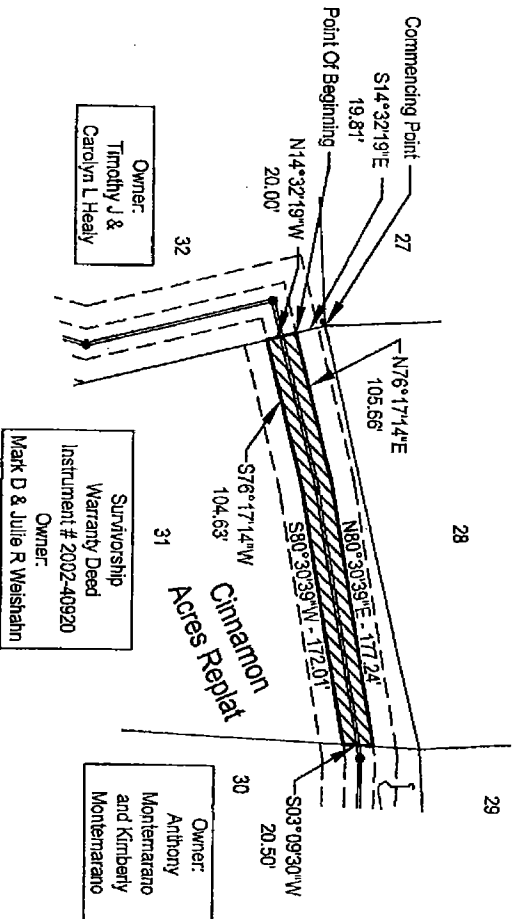
Kimberly A. Krist
NOTARY PUBLIC



My Commission expires _____

2006-11437B

EXHIBIT "A"



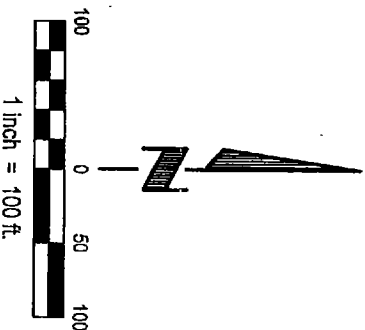
LEGAL DESCRIPTION

20.00 FOOT WIDE PERMANENT STORM SEWER EASEMENT

A 20.00 foot wide Permanent Storm Sewer Easement located in Lot 31, Cinnamon Acres Replat, a subdivision located in the SW1/4 of Section 22, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 31, Cinnamon Acres Replat, said point also being the Southwest corner of Lot 28, said Cinnamon Acres Replat, said point also being the Southeast corner of Lot 27, said Cinnamon Acres Replat, said point also being the Northeast corner of Lot 32, said Cinnamon Acres Replat, thence S14°32'19"E (Assumed Bearing) along the Easterly line of said Lot 32, Cinnamon Acres Replat, said line also being the Westerly line of said Lot 31, Cinnamon Acres Replat, a distance of 19.81 feet to the Westerly line of thence N76°17'14"E, a distance of 105.66 feet; thence N80°30'39"E, a distance of 177.24 feet to a point on the Easterly line of said Lot 31, Cinnamon Acres Replat, said line also being the Westerly line of Lot 30, said Cinnamon Acres Replat, thence S03°09'30"W along said Easterly line of Lot 31, Cinnamon Acres Replat, said line also being said Westerly line of Lot 30, Cinnamon Acres Replat, a distance of 20.50 feet; thence S80°30'39"W, a distance of 172.01 feet; thence S76°17'14"W, a distance of 104.63 feet to a point on said Westerly line of Lot 31, Cinnamon Acres Replat, said line also being said Easterly line of Lot 32, Cinnamon Acres Replat, said line also being said Easterly line of Lot 32, Cinnamon Acres Replat, a distance of 20.00 feet to the Point of Beginning.

Said 20.00 foot wide Permanent Storm Sewer Easement contains an area of 5,595 square feet or 0.128 acres, more or less.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
1203 GRIFFIN DRIVE, NE 68127 PHONE: (402) 864-2700

20.00 FOOT WIDE PERMANENT
STORM SEWER EASEMENT

Job No.: 2004020.01 Date: 11/09/05 Book No.: XXXXX
Drawn by: BRW Chtd by: *lmc* Date: *1-9-06* Chtd by: Date:

Sarpy County, Nebraska