

99-32382

FILED SARPY CO. NE.

INSTRUMENT NUMBER

99 032382

99 OCT 20 AM 8:32

Glenn J. Downing
REGISTER OF DEEDS

Counter SS
Verify M
D.E. AK
Proof AK
Fees \$ 5.50
Ck Cash Chg

June 2, 1998

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of a easement over, upon, along and above the following described property:

The East Half of the Northwest Quarter (E½ NW¼), and also that part of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) lying northerly and easterly respectively of the Burlington and Union Pacific Railroads rights of way, all being in Section Seventeen (17) Township Fourteen (14) North, Range Twelve (12) east of the 6th P.M. east of the 6th P.M., Sarpy County, Nebraska.

Said easement filed for record December 5, 1929 in Book 7 of Miscellaneous Records at Page 207, in the office of the Register of Deeds, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 9th day of June, 1998.

OMAHA PUBLIC POWER DISTRICT

R.L. Hanson
Approved by Engineering

Michael L. Vodicka
Michael L. Vodicka- Manager
Administrative Services - Engineering Division

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 9th day of June, 1998, before me the undersigned, a Notary Public in and for said county personally came Michael L. Vodicka- (Manager Administrative Services - Engineering Division), to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year written.

Larry J. Hagan
NOTARY PUBLIC

NW¼ 17-14-12
SW¼ 17-14-12



9207710

032382

FNT

MISCELLANEOUS RECORD No. 7.

indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 14th day of October, 1929.

ATTEST: S.E. Schweitzer Secretary Nebraska Power Company 1917 Seal By Roy Page Assistant General Manager F.M. Biezek Catherine Biezek

WITNESSES: E.R. Anderson, as to both parties. Engineer's Approval F.E. Smith.

STATE OF SOUTH DAKOTA COUNTY OF BEN HOLT

In this 14th day of October, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared F.M. Biezek and Catherine Biezek, husband and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantor 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. A.G. Honner Notary Public South Dakota Commission expires on the 2 day of Oct. 1932.

ANNIE PETERS & hus. to NEBRASKA POWER CO. Contract \$1.50 pd. Filed Dec. 5, 1929, 2 o'clock P.M. County Clerk

CONTRACT

This indenture made this 22nd day of November, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company", and Annie Peters and Fred Peters, wife and husband of the County of Sargy State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$275.00, as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sargy County, State of Nebraska, to wit: East Half of the Northwest Quarter (23 of 17), and also, all that part of the North East Quarter of the Southwest Quarter (12 of 17) lying northerly and easterly respectively of the Burlington and Union Pacific Railroads rights of way, all being in Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) east of the 6th EM.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the north and south center line of said section 17 aforementioned, this making one pole five feet west of and one pole five feet east of said north and south center line of said section 17. One certain anchor together with necessary down guy wires shall be located on the above described property, said anchor to be located and set fifty feet west of a certain single-pole corner pole located and set slightly northeasterly of the center of said section 17 aforementioned.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: Company agrees to pay Grantor for all damage done to

damage which may arise to crops, fences, stock, buildings, and land from the maintaining, operating, and removing of said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs or assigns, one by said grantee, its successors or assigns, and the third by the two appointed aforesaid, and the award of such persons or any two of them shall be final and conclusive. Said company, its successors and assigns, shall have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said SOCONY-VACUUM OIL COMPANY, Incorporated, its successors or assigns.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid on a route selected by the Grantee, its successors and assigns, and shall be buried to such a depth as not to interfere with the ordinary cultivation of land.

It is understood that the within written contract constitutes the entire agreement between the parties and that no oral agreements made by the person securing this grant shall be binding upon the Grantee.

This agreement is binding on the heirs, representatives, successors and assigns of the respective parties thereto.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this 15th day of Feb., 1941.

Witness K. W. Moore Geo. F. Nicholson (SEAL)
Witness K. W. Moore Habel A. Nicholson (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)

STATE OF Nebraska)
COUNTY OF Sarpy)

Be it remembered, That on this 25th day of Febr., 1941, before me, the subscriber, a Notary Public, in and for said County and State, personally came the within named Geo. F. Nicholson & Habel A. Nicholson to me known to be the persons named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

K. W. Moore Notary Public
K. W. MOORE: NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
My Commission expires 12/11, 1945

ANNIE PETERS & HS.
TO
SOCONY VACUUM OIL COMPANY, INC.
At. of Way Agreement \$1.55 rd.

Filed March 11, 1941, at 4 o'clock P.M.

James Deter
County Clerk

RIGHT OF WAY AGREEMENT

J.E.D.

FOR AND IN CONSIDERATION OF THE SUM OF ONE and No/100 DOLLARS, cash to us in hand truly paid, the receipt of which is hereby acknowledged, and the further sum of Fifty Cents per rod, which sum is understood to include construction and land damage, for each rod of pipe line laid thereon, to be paid when construction is actually started on premises, survey excepted, we Annie Peters and Fred Peters her husband of Papillion, Nebraska do hereby grant to SOCONY-VACUUM OIL COMPANY,