

RELEASE

For and in consideration of the sum of Ten Dollars (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, together with their heirs, executors, administrators, assigns, assigns, hereinafter called "Grantor," hereby grant and convey to **SARPY PUBLIC POWER DISTRICT**, its successors and assigns, hereinafter called "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, maintain, repair, replace, use, in, maintain and operate thereon, electric transmission lines consisting of poles, cross-arms, insulators, conductors, span guys, anchors, insulators, wires, underground cables, supports and other necessary appurtenances, above, along, under, in and across the following described real estate situated in **SARPY** County, Nebraska, to wit:

Part of Section 22, being part of the West One-half of the Northwest Quarter (SW 1/4) of Section Twenty (20), Township Fourteen (14) North, Range Twelve (12), East of the 2nd P.M., Sarpy County, Nebraska.

FILED FOR RECORD 11-1-71 AT SARPY CO. IN BOOK 44 OF Miss Beal
 PAGE 523 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 6-25

the area of the above described real estate to be covered by this easement shall be as follows:

A strip of land One Hundred Seventy feet (170') in width lying adjacent to and parallel to the South line of said Tax Lot Two (T.L.2).



1. District 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.
2. 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.
3. District hereby agrees to pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, 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.
5. 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/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 whatsoever 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 to be signed by 11 day of October, 19 71.
 THE SCHOOL DISTRICT OF FAYETTE, IN THE COUNTY OF SARPY IN THE STATE OF NEBRASKA

SARPY PUBLIC POWER DISTRICT

[Signature]
[Signature]

RECORDED

By, S. L. [Signature] Date 11-1-71
 Legal Department [Signature] Date 11-1-71

100

10-10-68

Public in and for said County and State, personally appeared

person(s) who signed the foregoing instrument and who act
voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the _____ day of _____, 19____

CERTIFICATE OF ACKNOWLEDGEMENT - CONTINUATION

STATE OF NEBRASKA

COUNTY OF

On this 11 day of

In and for said County and State, appeared

... did say that they are
 OF PAPILLION, IN THE COUNTY OF

IN THE STATE OF NEBRASKA: Corporat

Witness my hand and Notarial Seal the date above written.

Witness my hand and seal on the 21 day of June, 1972

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the benefit of the Grantor, and the division thereof according to the separate agreement of the Grantor and the Grantee to their mutual satisfaction, and in the case of a lease, in consideration of the interest and benefit to be derived by the Grantee as to crop damage as the interest of Grantor and Lessee may have in the property described, or entitled to the possession of the property described in the foregoing lease, or otherwise possessing an interest in the property described in the foregoing lease, hereby consented to the survey for and construction of the electric transmission line or lines on property therein described, in accordance with the terms of the said right-of-way contract, and to the interest of the Grantee as affected by the said electric transmission line or lines, and does hereby waive any and all objections therein and does hereby consent to the construction of the same, and does hereby irrevocably subdivide such interest to the extent of the right of way.

IN WITNESS WHEREOF, the said undersigned has executed this document & caused the same to be signed
thereof this _____ day of _____, 19____.

STATE OF NEBRASKA

COUNTY OF

On this day of

In and for said County and State, personally appeared

10-10-1964

WITNESS BY NAME AND ADDRESS: _____