

PARTIAL RELEASE OF EASEMENT AND GRANT OF COVENANTS

WHEREAS, the undersigned, Nebraska Public Power District (hereinafter called "District") is the holder by assignment from Loup River Public Power District of electric transmission line easements executed by Richard Horn and Anna Horn, husband and wife, on March 17, 1939, over and across the East 330 feet of that part of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twelve (12) East, lying West of the center line of Papillion Creek Ditch, all east of the 6th P.M.; by Mads J. Thomsen and Cristine Thomsen, husband and wife, on March 10, 1939, over and across the South 320 feet of that part of the North one-half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twelve (12) East, East of Papio Drainage Ditch and that part of the South one-half (S 1/2) of the Southeast Quarter (SE 1/4), Section Seventeen (17), Township Fifteen (15) North, Range Twelve (12) East, East of Papio Drainage Ditch, all East of the 6th P.M.

and by Agathe L. C. Peetz, widow, on March 11, 1939, over and across Lot One (1) in the East one-half (E 1/2) of the Southeast Quarter (SE 1/4) and part of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twelve (12) East, being part of the North one-half (N 1/2) of the Southeast Quarter (SE 1/4) lying East of Pappio Creek, except the South 320' in Section Seventeen (17) which easements were recorded in Douglas County, Nebraska, Register of Deeds Book 134 of Misc. Records, Page 491; Book 135 of Misc. Records, Page 65; and Book 133 of Misc. Records, Page 554, respectively, and

WHEREAS, the District has located its electric transmission line across said lands within the confines of a 40 foot wide easement way laid out in a straight line which enters said quarter section at West Dodge Street Road, thence running Northerly in a straight line to the North line of said Quarter Section as shown on "Exhibit A" attached hereto.

NOW, THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the District does hereby release said easement from all of said lands excepting only the said 40 foot wide strip of land described above which traverses said land and it being expressly understood and agreed that the District retains the easement and all rights granted therein, over, upon and across said 40 foot wide strip together with all rights of ingress and egress thereto and therefrom.

Old Mill Land and Holding Company, Omaha, Nebraska, in consideration of the foregoing release, as owners of all of the property affected by the above referred to easements, which real estate is presently being developed under the name of Old Mill Plaza, does hereby acknowledge that said easement is reserved over the portions of all the lots and parcels of land now burdened by the 40 foot easement described above, and the following covenants shall govern the use of all land within said easements way until such time as the District, or its assigns, may consent to a release or modification of these restrictions:

1. No planting will be made within the boundaries of said easement grant which may interfere with or otherwise endanger the safe operation of said transmission line and equipment used in connection therewith.
2. As a safeguard against the erection of buildings and structures which might endanger or interfere with the operation and maintenance of said transmission line, on lots or parcels of land either adjacent to or partially within the boundaries of such 40 foot easement, the following limitations on height of structures and proximity to boundaries are imposed on all lots adjacent to or wholly or partially within the boundaries of such transmission line easement;
 - (a) No structure shall be placed within the boundaries of such easement, except underground water, sewer and gas mains, street paving, driveways or sidewalks.
 - (b) Permanent structures may be placed on such lots which are partially within the boundaries of such easement on the express condition that such structure does not encroach on the defined easement area and that the maximum height of such structure and appendages is limited to seventeen feet at the outer easement boundary, and one additional

foot of height is permitted for each foot of distance, measured from the nearest point, from such outer boundary.

EXECUTED this 15 day of December, 1972.

Witness:

NEBRASKA PUBLIC POWER DISTRICT

E. M. Olson

David Cook
ASSISTANT GENERAL MANAGER

Witness:

OLD MILL LAND AND HOLDING COMPANY

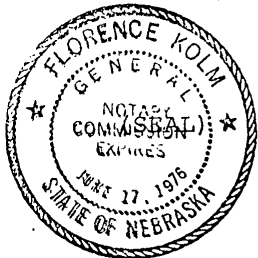
James W. Price

Harold J. Jacobs
President

STATE OF NEBRASKA)
: ss.
COUNTY OF PLATTE)

On this 15th day of December, 1972, before me the undersigned, a Notary Public in and for said County, personally came Harold J. Jacobs, who is known to me to be the President of NEBRASKA PUBLIC POWER DISTRICT, a corporation, and the identical person who executed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Nebraska Public Power District.

Florence M. Koelm



My Commission expires: June 17, 1976

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

On this 13 day of December, 1972, before me the undersigned, a Notary Public in and for said County, personally came Sharon A. Jacobs, who is known to me to be the President of OLD MILL LAND AND HOLDING COMPANY, a corporation, and the identical person who executed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Old Mill Land and Holding Company.

Lucile Krause
Notary Public

(SEAL)

My Commission expires: Aug 19, 1974

