

T.L. #1158, Tract #39

PARTIAL RELEASE OF EASEMENT AND GRANT OF COVENANTS

WHEREAS, the undersigned, Nebraska Public Power District (hereinafter called "District"), is the holder of an easement (acquired from Loup River Public Power District by negotiation on December 31, 1968) over and across certain land situated in Douglas County, State of Nebraska, more particularly described as follows, to-wit:

The East 544 ft. of Tax Lot 2 of Section 5, Township 15 North, Range 12 East, containing 10.46 acres, and the East 544 ft. of that part of Northwest Quarter of the Northeast Quarter of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying north of the centerline of Spring Branch, containing 9.54 acres; as recorded in Miscellaneous Book 133, Page 555 in the office of the Register of Deeds of Douglas County, Nebraska.

WHEREAS, Dial Construction Company, Inc. is the owner of Lots 3 of Lake Forest Estates Replat and 12 through 16 of Lake Forest Estates and Lots 45 and 6 of Lake Forest Estates Replat are owned by ~~Lake Forest Estates Replat~~, which lots are in this said East 544 ft. of Tax Lot 2 of Section 5, Township 15 North, Range 12 East and the East 544 ft. of that part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying north of the centerline of Spring Branch Creek, and desire certain easement rights of the District be released from a part of the said property, and

WHEREAS, the parties desire to make more definite and certain the right-of-way easement retained by the District.

NOW, THEREFORE, in consideration of mutual agreements and covenants herein contained, it is agreed by and between the District and the owners as follows:

1. The District does hereby release any and all right-of-way easements it may have over and across the above-described property, save and except a right-of-way easement restricted to the following described route and width as described, to-wit:

An easement extending fifty feet on each side of the centerline of a power line located in the East 544 ft. of Tax Lot 2 of Section 5, Township 15 North, Range 12 East and the East 544 ft. of that part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, lying north of the centerline of Spring Branch Creek, said power line centerline being described as follows:

Commencing at the Northeast corner of said Section 8, thence West along the North side of said Section 8, a distance of 1324.66 feet, thence South along the East side of said Northwest Quarter of the Northeast Quarter of Section 8 a distance of 540.07 feet, thence southwesterly at a deflection angle of approximately 48°10' a distance of 77.90 feet to the point of beginning (said point of beginning also being on the South line of Lot 3 of Lake Forest Estates Replat 77.90 feet Southwest of the Southeast corner of said Lot 3); thence North approximately parallel to the East line of said Northwest Quarter of the Northeast Quarter of Section 8 a distance of 1391.99 feet to a point on the north line of Tax Lot 2 of Section 5, said point being 47.00 feet west-northwest of the Northeast corner of said Tax Lot 2 (said point also being on the North line of Lot 16 of Lake Forest Estates 47.00 feet west-northwest of the Northeast corner of said Lot 16).

2. The owner does hereby acknowledge, grant and convey to the District, a right-of-way for the maintenance and operation thereon of an existing electric transmission line or lines consisting of poles, towers, wires, equipment and fixtures, with the right to alter, repair and remove the same in whole or in part at any time, which right-of-way shall be as described in Paragraph 1 above.

- (a) The District shall also have the right of ingress and egress across the owner's property for any purpose necessary in connection with the operation, maintenance, inspection and removal of said line. Such ingress and egress shall be exercised in a reasonable manner and as nearly as possible in conformity with the wishes of the owner or occupant of the premises.
- (b) The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way interfere with the safe operation of the lines and equipment used in connection therewith.
- (c) The District shall at all times exercise all due care and diligence to avoid damages to fences, crops, livestock or other personal property on said real estate and shall pay the owners or their tenants, as their interest may appear any such damage occurring to growing crops based upon the yields of the balance of the field, less expenses of marketing and harvesting, by reason of the operation, maintenance and removal of said transmission lines.
- (d) The owners, their heirs or assigns shall not allow any building or other structure, hay or straw stacks, trees or other combustible material or property to remain or be placed under or near the transmission line, poles or fixtures, in such a manner as to interfere with the safe operation or maintenance of said line or in such a manner as might result in damage to the property of either party from fire or other cause.
- (e) In the event of the removal of the transmission line and the abandonment of the right-of-way for a period of five years, then the easement shall terminate and all rights under it shall revert to the owners, their heirs or assigns.
- (f) The owners, their heirs, or assigns, shall be entitled to the full use and enjoyment of the said premises, subject only to the rights of the District herein acknowledged, granted and/or conveyed.

Executed the 28<sup>th</sup> day of August, 1990.

INDIAL CONSTRUCTION COMPANY, INC.

NEBRASKA PUBLIC POWER DISTRICT

DATE: 0 Owner:

By \_\_\_\_\_

**Attest**

George Rone

~~LAKE FOREST CORPORATION~~

Owner

By\_

## Attest

STATE OF NEBRASKA )

**SS**

COUNTY OF PLATTE )

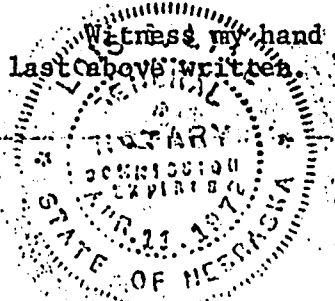
On this 28<sup>th</sup> day of August, 1970, before me the undersigned, a Notary Public in and for said County, personally came Raymond E. [unclear], who is known to me to be the President of the NEBRASKA PUBLIC POWER DISTRICT, a corporation, and the identical person who executed the foregoing instrument 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.

My Commission expires the 17<sup>th</sup> day of June, 1972.

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of February, 1971, before me, the undersigned, a Notary Public in and for said County personally came Ewel J. Karnes, President of DIAL CONSTRUCTION COMPANY, INC. (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.



Ewel J. Karnes  
 Notary Public

My Commission expires the 11<sup>th</sup> day of April, 1972.

MINNESOTA  
 STATE OF ~~NEBRASKA~~ )  
Ramsey ) SS  
 COUNTY OF ~~DOUGLAS~~ )

On this 17 day of March, 1971, before me, the undersigned, a Notary Public in and for said County personally came George Rone, ~~President of Lake Forest Corporation (a corporation)~~ to me personally known to be the ~~President~~ OWNER and the identical person whose name is affixed to the above conveyance, 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 the Corporate seal of the said corporation was thereto affixed by its authority.~~

Witness my hand and Notarial Seal at St. Paul in said County the day and year last above written.

Edward M. Sherman  
 Notary Public  
 EDWARD M. SHERMAN  
 Notary Public, Ramsey County, Minn.  
 My Commission Expires Mar. 17, 1971

My Commission expires the 17 day of March, 1971.

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ENTERED AND NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,

26 DAY OF March 1971 AT 1:56 P M. C. HAROLD OSTLER, REGISTER OF DEEDS 11-25