

PARTIAL RELEASE OF EASEMENT AND GRANT OF COVENANTS

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

The Southwest Quarter (SW $\frac{1}{4}$ ) and the West 97 acres of the Southeast Quarter of Section 4, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska as recorded in Miscellaneous Book 133, Pages 655 and 574 in the office of the Register of Deeds of Douglas County, Nebraska.

WHEREAS, Mockingbird Hills, Inc., Pacesetter Investment Co. and Freeman Co., Inc. are the owners of said property, 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 Southwest Quarter and the West ninety-seven acres of the Southeast Quarter of Section 4, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska. Said power line centerline being described as follows:

Commencing at the Southwest corner of said Section 4, thence East along the South side of said Section 4, a distance of 2,189.54 feet to the point of beginning; thence North 55°-43'-10" West along the centerline of the easement, a distance of 4,393.34 feet to a point on the west side of the Southwest Quarter of said Section 4, said point being 215.84 feet south of the West Quarter corner of said Section 4.

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.



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 17th day of JULY, 1968
before me, the undersigned, a Notary Public in and for
said County personally came RALPH H. HEAVRIN,

President of PACESETTER INVESTMENT CO. (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.



Raymond P. Trumble
Notary Public

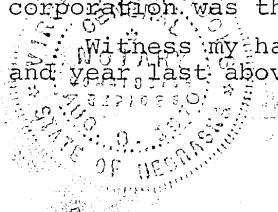
My Commission expires the 28 day of October, 1969.

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY )

On this 17th day of July, 1968
before me, the undersigned, a Notary Public in and
for said County personally came F. H. FREEMAN

President of FREEMAN CO., 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 Bellevue in said County the day
and year last above written.



Virginia D. Baska
Notary Public

My Commission expires the 8th day of August, 1970.

RECEIVED 1968 OCT 17 PM 3 03
THOMAS J. O'CONNOR
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NEBR.
THE STATE OF NEBRASKA
Douglas County
Entered in Sequential Index and filed
for record in the office of the Registrar of
Deeds of said County and recorded in
Book 469 of Misc
Page 373
Mrs. E. M. Leonard
4-14-17
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