

COUNTER JB  
VERIFY JB  
FEES \$ 22.00  
CHG SFILE  
SUBMITTED DVORAK & DONOVAN LAW GRC

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2017-22690**

2017 Sep 19 01:59:53 PM

*Sheryl J. Doudney*  
REGISTER OF DEEDS

Return to:  
OMAHA PUBLIC POWER DISTRICT  
Land Management 6W/EP4  
444 South 16<sup>th</sup> Street Mall  
Omaha, Nebraska 68102-2247

OPPD Doc. #: 2,026 00(035) & 2,026 00(036)  
Date: 09/18/17  
REL

**DISCLAIMER AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that **OMAHA PUBLIC POWER DISTRICT**, a public corporation and political subdivision of the State of Nebraska, herein called 'District, 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 an easement recorded in Sarpy County, Nebraska, over, upon, along and above the following described property:

As successor in interest to Nebraska Power Company, the District is releasing the West 875 Feet obtained in Easement dated the 16<sup>th</sup> day of October, 1929 and filed for record the 12<sup>th</sup> day of March, 1930 in Miscellaneous Book 7 at Page 250 in the office of the Register of Deeds in Sarpy County, Nebraska. Said easement is located in the North-Half of the Southwest Quarter (N½ of SW¼) of Section Fourteen (14), Township Fourteen (14), North, Range Twelve (12) East of the 6<sup>th</sup> P.M. Sarpy County, Nebraska. See attached Exhibit "A" for reference.

**AND;**

As successor in interest to Nebraska Power Company, the District is releasing a strip of land 40 Feet in width being the West 875 Feet reserved in Partial Release of Easements dated the 5<sup>th</sup> day of February, 1962 and filed for record the 21<sup>st</sup> day of February, 1962 in Miscellaneous Book 29 at Page 348 in the office of the Register of Deeds in Sarpy County, Nebraska. Said easement is located in the North-Half of the Southwest Quarter (N½ of SW¼) of Section Fourteen (14), Township Fourteen (14), North, Range Twelve (12) East of the 6<sup>th</sup> P.M. Sarpy County, Nebraska. See attached Exhibit "B" for reference.

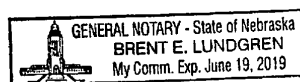
IN WITNESS WHEREOF, the undersigned has set its hand this 18<sup>th</sup> day of September, 2017.

*[Signature]*  
Approved by Engineering

OMAHA PUBLIC POWER DISTRICT  
*[Signature]*  
Timothy J. Nissen – Director T&D Engineering  
& Substation

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2017, by Timothy J. Nissen – Director T&D Engineering & Substation of Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska.



*[Signature]*  
NOTARY PUBLIC

|             |                             |         |    |          |    |       |          |              |                   |       |        |     |     |
|-------------|-----------------------------|---------|----|----------|----|-------|----------|--------------|-------------------|-------|--------|-----|-----|
| SW          | ¼                           | Section | 14 | Township | 14 | North | Range    | 12           | East              | Sarpy | County | ROW | JLS |
| Subdivision | Lands/ La Vista City Centre |         |    |          |    |       |          | Lot          | 12, 14 & Outlot A |       |        |     |     |
| Requestor   | Olsson Associates           |         |    |          |    |       | Engineer | M. Kuhlengel |                   |       |        |     |     |

## MISCELLANEOUS RECORD No. 7.

Exhibit "A"

FRANCIS H. FRICKE, ET AL. :

to :

NEBRASKA POWER COMPANY, :

Contract, \$1.25 Pd. :

Filed March 12, 1930, at 3 P.M.

County Clerk.

## C O N T R A C T :

FILE NO.----

This indenture made this 16th. day of October, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Francis H. Fricke and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, single, of the County of Sarpy 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 a sum to make a total of \$20.00 each, for each and every pole set on the hereinafter described property, said sum to be paid by the Company, 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 Sarpy County, State of Nebraska, to wit: North Half, of Southwest Quarter (N<sup>1</sup> of SW<sup>1</sup>) Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12) East of the 6th Principal Meridian.

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 east and west center line of section 14 aforementioned, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 14.

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: The Company agrees to pay Grantor or tenant, as their interest may appear, for all damage done crops or fences during time of construction or repair of its transmission line.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live-stock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing from North line section 32-15-12, and ending at east line section 13-14-12, so as to construct its poles, transmission lines guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein 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 16th. day of October, 1929.

Attest: S.E. Schwietzer,  
Secretary,

NEBRASKA POWER COMPANY,

By, Roy Page, Assistant General Manager.

Nebraska Power Company Seal, 1917.

WITNESSES: Frank Graham,  
E.R. Anderson,

Francis H. Fricke,  
Mary Fricke, Grantor,  
William Fricke,  
Albert Fricke, Grantor,

Engineers Approval: F.E. Smith.

PARTIAL RELEASE OF EASEMENTS

WHEREAS, the undersigned, Omaha Public Power District (herein called "District"), as the successor to Nebraska Power Co. is the owner and holder of an easement executed by John L. Sautter and Mary Sautter, covering the South One-half of Northwest Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska, which easement was recorded in Book 7 at Page 252 of the Miscellaneous Records in the office of the County Clerk of Sarpy County, Nebraska; and

WHEREAS, the District, as successor to Nebraska Power Co., is the owner and holder of an easement executed by Jacob V. and Caroline Pflug covering the North One-half of Southeast Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska, which easement was recorded February 28, 1930 in Book 7 at Page 242 of Miscellaneous Records in the office of said County Clerk.

WHEREAS, the District, as successor to Nebraska Power Co. is the owner and holder of an easement executed by J. Lewis Myers covering the South one rod of the South One-half of Northeast Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska, which easement was recorded February 28, 1930 in Book 7 at Page 243 of Miscellaneous Records in the office of said County Clerk.

WHEREAS, the District, as successor to Nebraska Power Co., is the owner and holder of an easement executed by Francis H. Fricko et al. covering the North One-half of Southwest Quarter of said Section 14, Township 14 North, Range 12 East of 6th P.M. in Sarpy County, Nebraska, which easement was recorded in Book 7 at Page 250 of said miscellaneous records in the office of said County Clerk.

WHEREAS, the District has located its electric transmission line across said land within the confines of an easement way 40 feet in width, the center line of which is the South line of the North One-half of said Section 14,

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the District does hereby release said easements from all of said land excepting only that the District specifically reserves and preserves said easement rights over, under and on a 40-foot wide strip of land, the center line of which is the South line of the North One-half of said Section 14, Township 14 North, Range 12 East of 6th P.M. in Sarpy County, Nebraska.

EXECUTED this 3<sup>rd</sup> day of February, 1962.

OMAHA PUBLIC POWER DISTRICT

By: A. E. Johnson  
RESIDENTIAL MANAGER

Attest: [Signature]  
ASSISTANT SECRETARY

|             | APPROVED           | DATE          |
|-------------|--------------------|---------------|
| ICOM DEPT.  | <u>[Signature]</u> | <u>2/6/62</u> |
| ENGR. DEPT. | <u>[Signature]</u> | <u>2/6/62</u> |
| ACT. DEPT.  | <u>[Signature]</u> | <u>2/6/62</u> |

FILED FOR RECORD IN SARPY COUNTY RECORDS  
AND RECEIVED IN RECORDS 29-348  
9.1.21 1962  
3.25  
2000