

*Agreement of Misc. 12, Pg 11 was amended by 92-10329
 Resubmitted to Loup River on 1/25/94 see 93-14-11
 Agreement on SW 4 Sec. 22-14-11 was filed at 1/12 Page 110.*

PARTIAL RELEASE OF EASEMENT

WHEREAS, the undersigned, Nebraska Public Power District (hereafter called District), a public corporation and political subdivision of the State of Nebraska and the successor in interest to the Loup River Public Power District, is the owner of an electric transmission line easement on the following described property:

The SW $\frac{1}{4}$ of Section 22, T14N, R1E of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, said easement, dated April 2, 1942, was obtained by the Loup River Public Power District from Hugo Belter and Dorothy E. Belter and recorded in Misc. Book 12, Page 111 in the office of the County Clerk, Sarpy County, Nebraska, together with a Supplemental Agreement Right-of-Way Easement, dated November 18, 1982, obtained by the Nebraska Public Power District from Merlin Belter, Dorothy Belter, Kenneth Belter, Betty Belter, Robert L. Belter, Betty J. Belter, Donald Belter, Margaret Belter, Hugo Belter Jr., Barbara E. Belter, Shirley J. Auch, Robert W. Auch, Dorothy M. Brown and Melvin G. Brown and recorded in Miscellaneous Book 55, Page 772 in the office of the Register of Deeds, Sarpy County, Nebraska, and

WHEREAS, the District has determined that its electric transmission line easement for the property described above is no longer necessary in its entirety and that a portion of the easement can be released.

NOW, THEREFORE, the District does hereby release that portion of said easement on the above-described property except for a strip of land described as follows: beginning at the Northwest Corner of the SW $\frac{1}{4}$ of Section 22, T14N, R1E of the 6th P.M. in Sarpy County, Nebraska, thence 129.08 ft. bearing S 0°31'39"W (assumed bearing) on the west line of the said SW $\frac{1}{4}$; thence 1,675.48 ft. bearing S 89°55'33"E; thence 178.65 ft. bearing N 45°00'00"E to the north line of the said SW $\frac{1}{4}$; thence 1,800.62 ft. bearing N 89°50'36"W to the point of beginning, said strip of land contains 5.10 acres more or less. The electric transmission line is located 50 ft. north and northwesterly of the south and southeasterly line of the above described tract of land.

THIS PARTIAL RELEASE OF EASEMENT shall not affect the District's original easement rights on the portion of the easement right-of-way retained by the District and shall in no way affect any other easement the District may have on or across said property.

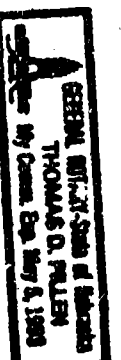
Dated this 1st day of May, 1992.

ATTEST: [Signature] NEBRASKA PUBLIC POWER DISTRICT
 Assistant Secretary By: William A. Merrill
 William A. Merrill, Vice-President

STATE OF NEBRASKA)
) ss.
 COUNTY OF PLATTE)

Before me a Notary Public qualified in said County and State, personally came William A. Merrill, a Vice-President of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on May 1, 1992.



[Signature]
 Notary Public

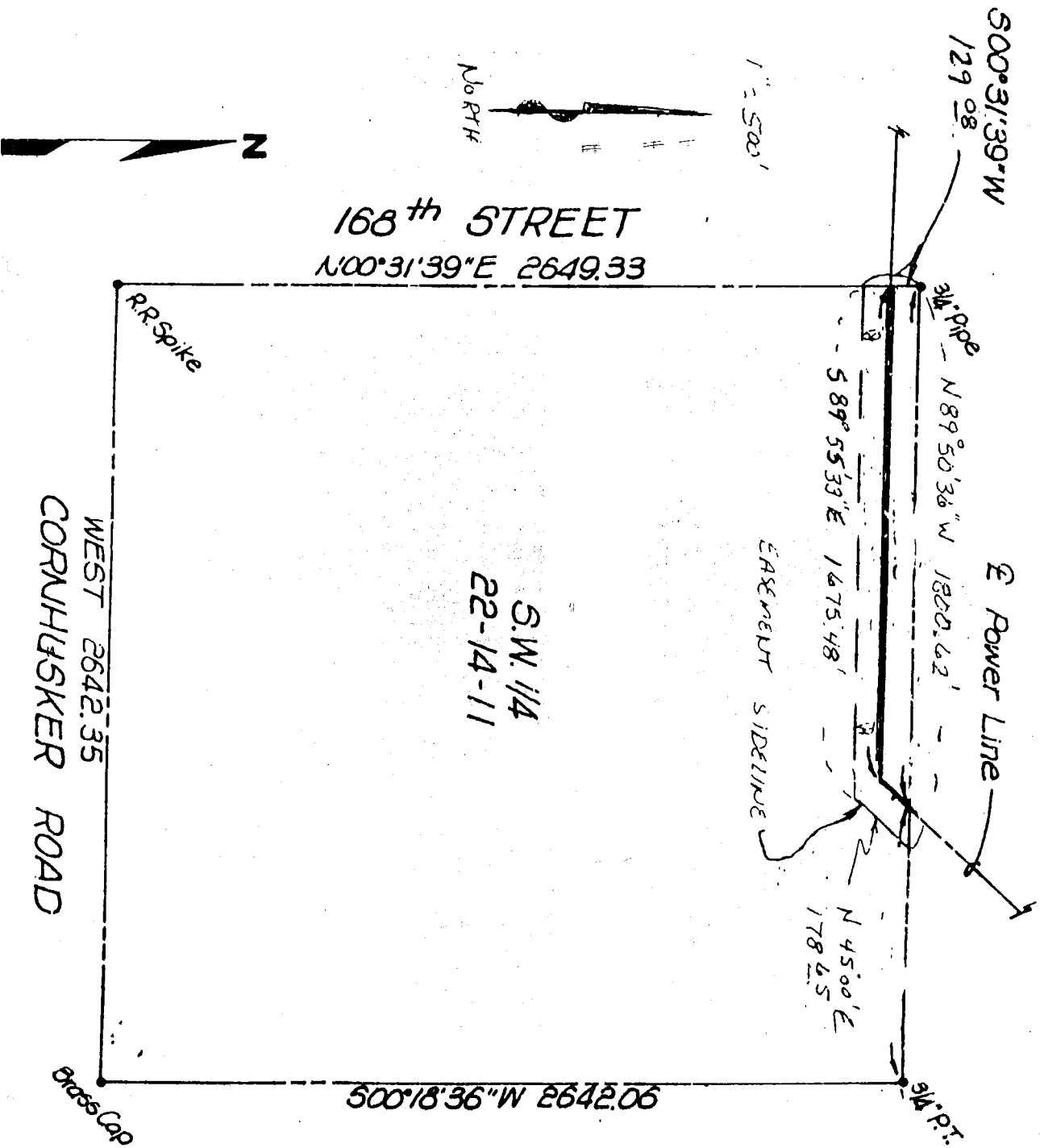
Proof	<u> </u>
D.E.	<u> </u>
Verify	<u> </u>
Filed	<u> </u>
Checked	<u> </u>
Fee \$	<u>38.00</u>

52 MAY 27 AM 9:25

010329

92-10329A

- EASEMENT AREA -



43-485

ASSIGNMENTS OF CONTRACTS, AGREEMENTS, EASEMENTS,
JOINT USE POLE AGREEMENTS,
RAILROAD CROSSING AGREEMENTS,
MISCELLANEOUS AGREEMENTS AND RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

The LOUP RIVER PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, pursuant to an Agreement of Lease-Purchase executed on November 6, 1968, between the parties, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, received by the Assignor, does hereby sell, assign, transfer and set over to the Assignee, NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, all of its right, title and interest in and to the following described contracts, agreements, easements and miscellaneous agreements subject to all of the terms and conditions contained therein; provided that in any case where an item identified cannot be assigned without consent approval or agreement of a third party, this Assignment shall not become effective unless and until such necessary approval, consent or agreement is obtained and where an item identified covers facilities both inside and outside the Four-County Area of Platte, Boone, Nance and Colfax, only the part covering facilities outside of said Four-County Area is assigned except the 230-Kv facilities inside the four county area of Platte, Boone, Nance and Colfax:

1. Rural Contracts. The following described Requirements Power Contracts, each dated January 1, 1957, with the 26 named rural public power districts together with all amendments and supplements thereto:

Burt County	Norris Public Power
Butler County	Niobrara Valley
Cedar Knox	Northeast Nebraska
Cuming County	Polk County
Custer County	Seward County
Dawson County	South Central
Eastern Nebraska (Now OPPD)	Southern Nebraska
Elkhorn	Southwest
Franklin County	Stanton County
Howard Greeley	Twin Valley
KBR	Wayne County
Loup Valley	York County
McCook Public Power	North Central

provided, however, that any and all rights, claims, actions or demands with respect to any of the above described contracts for service prior to January 1, 1969, shall remain the property of the LOUP RIVER PUBLIC POWER DISTRICT and is not hereby assigned.

2. Municipal Contracts. The following described Requirements Power Contracts with the named municipalities together with Supplements and amendments thereto:

<u>MUNICIPALITIES</u>	<u>ORIGINAL CONTRACT</u>	<u>SUPPLEMENT NO. 1</u>
Bertrand	September 1, 1959	May 6, 1963
Cozad	September 1, 1959	June 12, 1963
Holdrege	September 1, 1959	June 12, 1963
Lexington	September 1, 1959	June 12, 1963
Loomis	September 1, 1959	June 12, 1963
Minden	September 1, 1959	June 12, 1963
North Platte	September 1, 1959	May 7, 1963
Gothenburg	September 1, 1959	June 12, 1963

FILED FOR RECORD 189-33-791 4:00 PM IN BOOK 43 OF Manual Rec.
PAGE 485 Oliver Winkler REGISTER OF DEEDS, SARPY COUNTY NEB. 94, 45

005314 ✓

3. Other Power Sale Contracts: The following described power sale contracts together with all amendments and supplements thereto:

Power Sale Contract with the City of Lincoln, Nebraska, dated May 1, 1956.

Agreement for Sale of Firm Power and Energy to Consumers Public Power District, dated September 15, 1959.

4. Interchange Power Contracts. The following described Interchange Power Contracts together with all amendments and supplements thereto:

Interchange Agreement with Consumers Public Power District executed September 15, 1959, modified and supplemented July 11, 1968.

With City of Grand Island executed November 1, 1959.

1960. With City of Hastings, executed January 1,

1965. With City of Wahoo, executed February 10,

1963. With City of Fairbury, executed August 29,

April 1, 1950 and amended July 12, 1968.

5. Power Purchase Contracts. The following described Power purchase contracts together with all amendments and supplements thereto:

14-06-700-124, dated May 28, 1954, as amended and supplemented.

With U. S. Bureau of Reclamation - Contract September 1, 1965.

With Basin Electric Power Co-op, executed Irrigation District for purchase of Power and Energy from the Canada Plant, dated May 18, 1957.

Separation Agreement with Central Nebraska Public Power and Irrigation District, dated April 1, 1949, as amended and supplemented.

6. Miscellaneous Contracts and Agreements. The following described contracts and agreements to which the Loup River Public Power District is a party:

Steam Plant Joint Operating Agreement with Central Nebraska Public Power and Irrigation District, dated January 24, 1947.

Operating Agreement, dated May 1, 1940, as amended and supplemented (excluding the Separation Agreement and Steam Plant Joint Operating Agreement.)

Agreement for Use of High-Voltage Transmission Facilities with Consumers Public Power District, dated September 15, 1959, as supplemented July 11, 1968.

Maintenance Agreement with Consumers Public Power District, dated July 11, 1968.

Agreement for Lease of Properties with Consumers Public Power District, dated in March, 1946.

Master Substation Agreement with Consumers Public Power District, dated December 1, 1953.

Lease-Purchase Agreement (relating to the Holt Road) all transmission facilities) with the Nebraska Electric Generation and Transmission Co-op, Inc., dated December 20, 1960

43-105 B

7. Easements. All of Loup River Public Power District's easements for the erection, operation, maintenance, repair, and replacement of electric transmission lines, facilities and properties as described on Attachment A, which is made a part hereof by reference, except all portions of said easements located within the four counties of Platte, Boone, Nance and Colfax, which Loup River Public Power District reserves and retains. It being the intention of Loup River Public Power District to assign to Nebraska Public Power District any and all of Loup's easements within the State of Nebraska, together with any and all rights of ingress and egress necessary for the use or enjoyment of said easements and all rights and privileges incident thereto, except those easements located in the above described four counties.

8. Miscellaneous. In addition to the above, Loup River Public Power District assigns to Nebraska Public Power District all permits and crossing agreements with railroads, utilities and others outside of the four county area of Platte, Boone, Nance and Colfax, all wheeling and carrier agreements and equipment rental agreements outside of said four county area, all joint use pole agreements outside of said four county area and all other contracts or agreements to which Loup River Public Power District is a party and which relate to the operation and maintenance of the properties lease-sold to Nebraska Public Power District.

9. Additional Assignments. Loup River Public Power District agrees to execute and deliver such additional documents of assignment as may be, from time to time, found necessary or desirable to implement the provisions of the Agreement of Lease-Purchase with respect to the properties lease-sold to Nebraska Public Power District.


10. Miscellaneous. The above assignments of contracts and agreements shall not constitute a merger with respect to existing contracts which Nebraska Public Power District has with the Nebraska Public Power System (NPPS). All obligations of Nebraska Public Power District with respect to the contracts and agreements assigned shall be limited to the resources, revenue, income, receipts and profits of NPPS or derived from the operation of NPPS.

IN WITNESS WHEREOF, Loup River Public Power District has caused this instrument to be executed by the proper officers of said District as of January 1, 1969.

LOUP RIVER PUBLIC POWER DISTRICT

ATTEST:


Secretary

By 
Clarence J. Wittler, President

(SEAL)

STATE OF NEBRASKA)
COUNTY OF PLATTE) SS

On this 9th day of December, 1970, before me, a Notary Public in and for said county and state, personally came the above-named CLARENCE J. WITTLER, President, and O. N. ALLEN, Secretary, of the Loup River Public Power District, a public corporation and political subdivision of the State of Nebraska, who are personally known to me to be the identical persons whose names are affixed to the above and acknowledge the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on the date last above written.


Notary Public

My Commission Expires 5-4-74

ESCROW AGREEMENT

(Loup - NPPS Properties)

This Agreement is made as of the ^{23rd} ~~25th~~ day of April, 1969, by and between Consumers Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "Consumers" the Loup River Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "Loup", and the American National Bank and Trust Company of Chicago, hereinafter called the "Escrow Holder."

Consumers and Loup have entered into an Agreement of Lease-Purchase dated November 6, 1968, as amended and supplemented, which provides for Loup to deposit certain documents in escrow with the Escrow Holder. Said Agreement became effective on January 1, 1969.

NOW THEREFORE, IT IS AGREED:

1. The Escrow Holder acknowledges receipt from Loup of bills of sale, deeds, and assignments of contracts, agreements and easements all pertaining to properties lease-sold to Consumers pursuant to the terms of said Agreement of Lease-Purchase, as amended and supplemented. At a later date or dates during the term of this escrow, additional documents may be deposited by Loup as a part of this escrow. By mutual agreement, Consumers and Loup may at any time withdraw or substitute properties or agreements from the escrow in the event of sales, exchanges, revisions or amendments thereto. The documents thus deposited herewith and hereafter are collectively referred to as "Loup Documents."

2. The Escrow Holder shall hold the Loup Documents until such time as Loup shall certify to the Escrow Holder in writing that all of its bonds issued under the Loup indenture have been retired, and that Consumers has completed all of the terms of the said Agreement of Lease-Purchase, as amended and supplemented, or that all Loup bonds have been retired under the Agreement for Sale of Property dated April 11, 1967, as amended. Upon receipt of such Loup certificate, the Escrow Holder is authorized and directed to deliver the Loup Documents to Consumers.

3. In the event that the Escrow Holder before or after close of the escrow receives or becomes aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any property deposited herein or affected hereby, it shall have the right to discontinue any or all further acts on its part until such conflict is resolved to its satisfaction, and it shall have the further right to commence or defend any action or proceedings for the determination of such conflict. Consumers and Loup jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees, suffered or incurred by the Escrow Holder in connection with, or arising out of this escrow, including, but

413-425

Without limiting the generality of the foregoing, a suit in inter-pleader brought by the Escrow holder. In the event the Escrow Holder files a suit in interpleader, it shall ipso facto be fully released and discharged from all obligations further to perform any and all duties or obligations imposed upon it in this escrow.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

~~SECRET~~

~~ATTEST:~~ WITNESS

Harold P. W. Green

BY: Stallman

CONSUMERS' PUBLIC POWER DISTRICT

(Seal)

ATTEST:

Ernest M. [Signature]

BY: John R. Bueger

LOUP RIVER PUBLIC POWER DISTRICT

(Seal)

ATTEST:

[Signature]

Secretary

BY: Lawrence J. Little
President

TRACT NO.	GRANTOR	DESCRIPTION	INSTRUMENT	EASEMENT DATE	RECORDED
83-B	John & Lillian Schneider	SE½ 20-14N-11E	Easement	3-27-42	12-23-43, M Page 108
83-C	Bernard & Mildred Biel	Tax lot 2 E½ SE½ 20-14N-11	Condemnation		
84-A	John Rung et al	N½ SW¼ 21-14N-11E	Condemnation		
84-B	Wilhelm & Ann Herch	SE¼ 21-14N-11E	Easement	3-25-42	1-8-44, M Book 12, Page 122
85-A	Hugo & Dorothea Belter	SW¼ 22-14N-11E	Easement	4-2-42	12-23-43, M Page 110
85-B	Geo. Otte	N½ SE¼ 22-14N-11E	Easement	4-1-42	1-8-44, M Book 12, Page 124
86-A	Frank & Martha Stepaek	SW¼ 23-14N-11E	Easement	1-31-45	6-4-45, M Book 12, Page 428
86-B	Rudolph & Maggie Blunn	SE¼ 23-14N-11E	Easement	4-14-42	12-23-43, M Book 12, Page 111
87-A	Will & Marie Hansen	SW¼ 24-14N-11E	Easement	4-2-42	1-8-44, M Book 12, Page 126
87-B	Albert & Elia Witmuss	SE¼ 24-14N-11E	Easement	4-7-42	1-8-44, M Book 12, Page 127
88-A	Claus & Alvina Stevers	SW¼ 19-14N-12E	Easement	3-27-42	12-23-43, M Book 12, Page 112
88-B	Ernest & Martha Wels	SE¼ 19-14N-12E	Easement	4-1-42	1-8-44, M Book 12, Page 128
88-C	A. L. Cecelia Schaefer	Pt. SE¼ 19-14N-12E	Easement	4-26-46	5-6-46, M Book 12, Page 677

55-772
 Mile 69
 85-A-1184
 Sheet 1 of 2

SUPPLEMENTAL AGREEMENT
 Right-of-Way Easement

T.L. No. 1184
 Tract No. 85-A
 Mile 69

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 18 day of NOVEMBER, 1984, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, and the undersigned grantor(s), being the original grantor(s) or the successor(s) in interest to the original grantor(s) of a transmission line right-of-way easement granted to Loup River Public Power District, its successors and assigns, which easement is on file and recorded in Book M12 at Page 110 in the Office of the Register of Deeds, Sarpy County Courthouse, Papillion, Nebraska.

Whereas, in the maintenance and operation of the existing electrical transmission line over and along said right-of-way easement Nebraska Public Power District desires to relocate and/or place an additional structure(s) in the existing transmission line on said right-of-way easement;

NOW, THEREFORE, in consideration of \$ 500.00, receipt of which is hereby acknowledged, being full payment for all damages to grantor(s) or successor(s) resulting from the relocation and/or placement of additional structure(s) pursuant to the grant hereof (including any reconstruction damages), the undersigned grantor(s) hereby grant(s) and convey(s) unto Nebraska Public Power District, its successors and assigns, the permanent right, title, and interest to relocate and/or place an additional structure(s) in the existing transmission line on said right-of-way easement across the following described property:

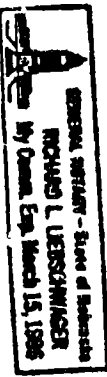
The Southwest Quarter (SW¹/₄) of Section Twenty-Two (22), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska.

subject to the same terms, conditions, and obligations set forth in said original right-of-way easement unless otherwise expressly provided herein.

See Sheet 2 of 2 sheets of this Supplemental Agreement for the removal and relocation of a portion of the existing electric transmission line and the addition of one (3 pole) structure and three anchors.

FILED SARPY CO., NE
 BOOK 55 OF Maps Rec
 PAGE 772
 1982 DEC -7 AM 10:03

SIGNATURE	SOCIAL SECURITY NUMBER	SIGNATURE REGISTER OF DEEDS	SOCIAL SECURITY NUMBER
<u>Marilyn Beller</u>	<u>505 34 5660</u>	<u>Ango Beller</u>	
<u>Dorothy Beller</u>		<u>Rangene E. Beller</u>	
<u>Kenneth Beller</u>		<u>Shirley H. Beller</u>	
<u>Loyle Beller</u>		<u>Paul W. Beller</u>	
<u>Bluff Beller</u>		<u>Barbara M. Beller</u>	
<u>Phyllis Beller</u>		<u>William J. Beller</u>	
<u>Donald Beller</u>			
<u>Margaret Beller</u>			



STATE OF NEBRASKA SARPY SS.
 COUNTY OF _____
 On this 18 day of NOVEMBER 1984, before me the undersigned, a Notary Public in and for said County and State, personally appeared MERLE ANN DOROTHY BELLER

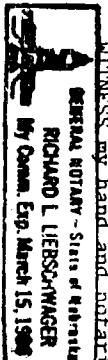
personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.
 WITNESS my hand and notarial seal the date above written.

My Commission expires on the 15 day of MARCH, 1986 Richard L. Uberschwander
 Notary Public

STATE OF NEBRASKA, ss.
COUNTY OF Douglas

On this 18 day of NOVEMBER, 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH AND BETTY BELTER, ROBERT L. AND BETTY J. BELTER DONALD AND MARGARET BELTER AND HUGO, JR. AND BARBARA E. BELTER

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.

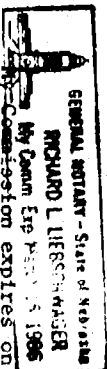


WITNESS my hand and notarial seal the date above written.
Richard L. Liebschmager
Notary Public
My Commission expires on the 15 day of MARCH, 1984.

STATE OF NEBRASKA, ss.
COUNTY OF Sauvaders

On this 19 day of NOVEMBER, 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared SHIRLEY J. AUCH AND RONALD W. AUCH

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.

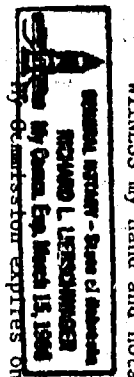


WITNESS my hand and notarial seal the date above written.
Richard L. Liebschmager
Notary Public
My Commission expires on the 15 day of MARCH, 1984.

STATE OF NEBRASKA, ss.
COUNTY OF Sauvaders

On this 20 day of NOVEMBER, 1982, before me the undersigned, a Notary Public in and for said County and State, personally appeared DOROTHY M. AND MELVIN G. BROWN

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purposes therein expressed.



WITNESS my hand and notarial seal the date above written.
Richard L. Liebschmager
Notary Public
My Commission expires on the 15 day of MARCH, 1984.

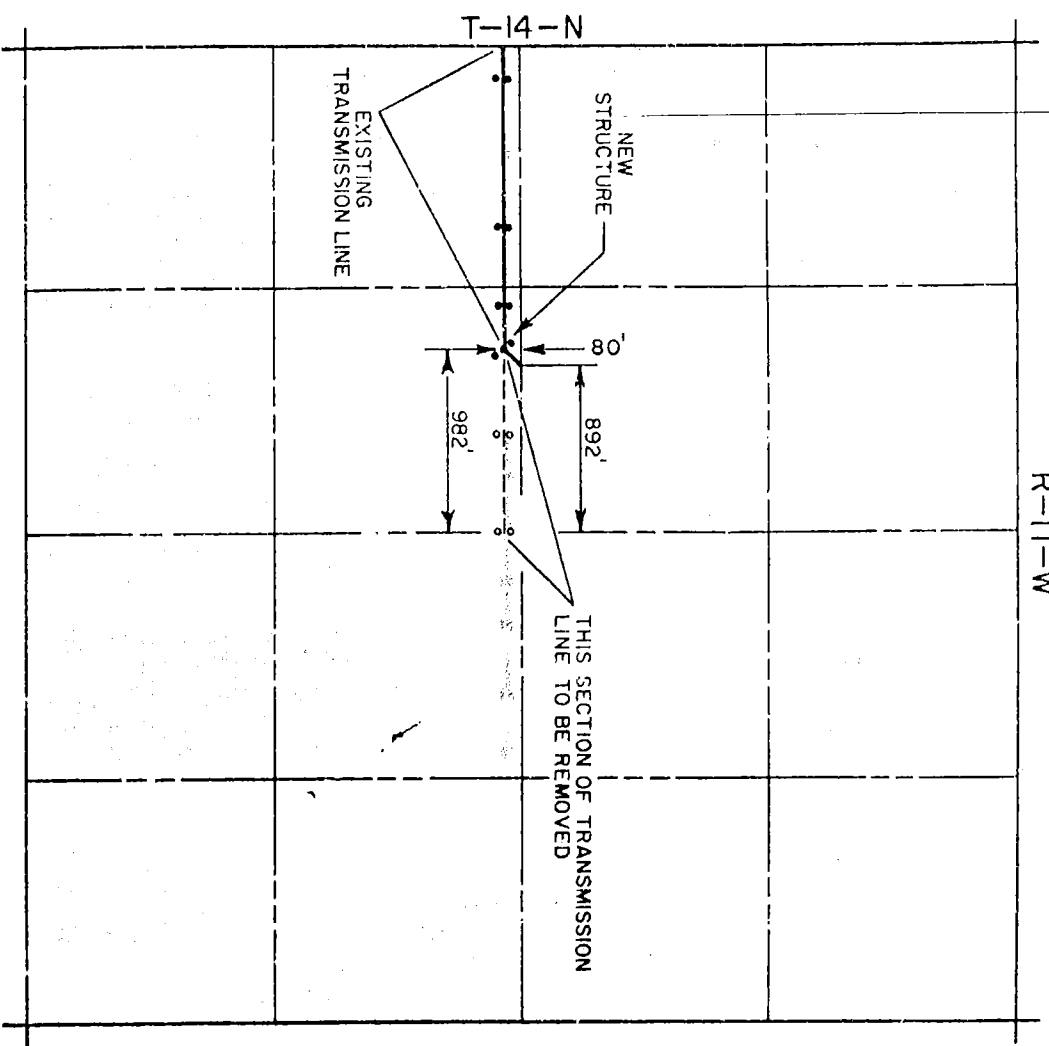
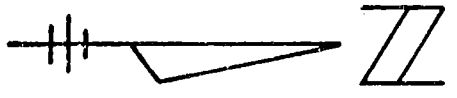
(FOR REGISTER OF DEEDS STAMP)

25-7711

SARPY COUNTY, NEBR.

MILE 69
TRACT 85-A-1184
SHEET 2 OF 2

R-11-W



SECTION 22

NEBRASKA PUBLIC POWER DISTRICT

RELOCATION OF A PORTION OF
TRANSMISSION LINE 1184
WAHOO - OMAHA

DRAWN BY		W.O. NO.		CHECKED BY		APPROVED BY	
TJA/H		22408					
SCALE: NO SCALE				TRACT NO. 85-A-1184			

DATE	REVISIONS

CORPORATION REAL ESTATE DEED

NEBRASKA DOCUMENTARY
STAMP TAX

DEC 23 1970

Example B
BY *Dea*

KNOW ALL MEN BY THESE PRESENTS:

In consideration of that certain written Amended Merger Agreement and Lease-Purchase Agreement each dated November 13, 1969, wherein the within Grantor agrees to make this transfer upon the Grantee's performance of certain conditions, which conditions the within Grantor hereby acknowledges have been performed, and in consideration of the discharge by Grantee to the indentured Trustee of Grantor's total outstanding bonded indebtedness, payment of which Grantor hereby acknowledges, the within Grantor, PLATTE VALLEY PUBLIC POWER AND IRRIGATION DISTRICT, a public Nebraska corporation, does hereby grant, bargain, sell, quit claim, convey and confirm unto the within Grantee, NEBRASKA PUBLIC POWER DISTRICT, a public Nebraska corporation, all of Grantor's right, title, interest, possession, and estate of every kind and nature whatsoever, in and to all real estate now claimed or owned, or possessed (or any combination thereof) by Grantor in fee, easement, lease, license, or by some form of equitable right or privilege wherever situated in the several Counties of the State of Nebraska, whether the same is or is not of record in the Register of Deed's Office in said Counties, and whether or not the same be specifically hereinafter mentioned, also all according to records and files of the Grantor which records and files are hereby also conveyed and delivered to Grantee.

To have and to hold said premises together with all tenements, hereditaments, and appurtenances thereto belonging unto the within Grantee and its successors and assigns forever, hereby intending this to be one of several documents collectively transferring and conveying all the within Grantor's assets to the within Grantee.

The within Grantor represents that attached hereto and by this reference incorporated herein and made a part hereof are the following exhibits summarizing most but not necessarily all of said properties herein conveyed:

Exhibit A - All the canals, ditches, checks, diversion works, dams, reservoirs, hydroelectric plants, bridges, culverts, offices, and other associated properties constituting Grantor's several irrigation systems.

Exhibit B - All the electric transmission and distribution lines, right of way, easements, substations, and other associated properties, heretofore independently acquired by Grantor.

Exhibit C - All the electrical transmission and distribution line right of way, easements, power plants, substations, and associated properties heretofore acquired by Grantor or by Loup River Public Power District for the account of the joint operation of said two Districts, named Nebraska Public Power System, in which Grantor claims either a legal or equitable undivided one-half interest in the real estate interest acquired for Nebraska Public Power System, which properties exhibited are to some extent nevertheless commingled by consolidation, improvement, replacement and additions heretofore made by Grantor independently and with Nebraska Public Power System revenues.

Grantor and Grantee agree that by delivery hereof, that this entire document will be filed in the Register of Deeds, Lincoln County, Nebraska (home office of Grantor) and duplicate originals by copy process to which only so much of Exhibits A, B, and C, as pertain may be filed with the Register of Deeds for each County in which some of the properties are situated.

Rec# 005309

145-2215

In witness whereof, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated December 10, 1970

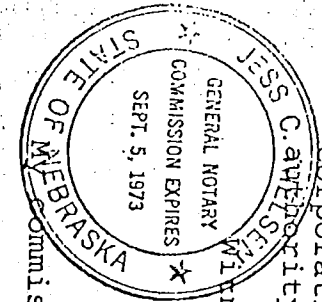
[Signature]
President

ATTEST:

STATE OF NEBRASKA)
COUNTY OF LINCOLN) SS.

[Signature]
Secretary

Before me, a notary public qualified in said county, personally came Dewayne Wolf, President of Platte Valley Public Power and Irrigation District, a corporation known to me to be the President and identical person who signed the foregoing instrument, 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 its corporate seal was thereto affixed by its authority.



Witness my hand and notarial seal on December 10, 1970.
[Signature]
Notary Public
Jess C. Axtell
General Notary
Commission Expires
Sept. 5, 1973
State of Nebraska

STATE OF NEBRASKA)
COUNTY OF _____) SS.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the _____ day of _____ 19____, at _____ o'clock and _____ minutes _____ M., and recorded in Book _____ of _____ at page _____.

Register of Deeds
By _____
Deputy

E X H I B I T A

to

CORPORATION REAL ESTATE DEED

Dated December 10, 1970

GRANTOR: Platte Valley Public Power and Irrigation District

HOME OFFICE: North Platte, Nebraska

GRANTEE: Nebraska Public Power District

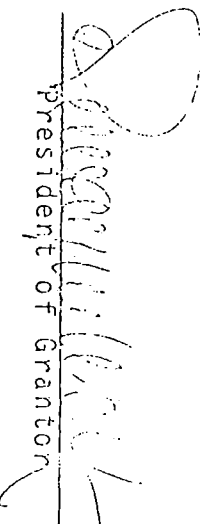
HOME OFFICE: Columbus, Nebraska

Containing abstract of the location of all properties conveyed by this instrument consisting generally of:

All the canals, ditches, checks, diversion works, dams, reservoirs, hydroelectric plants, bridges, culverts, offices, and other associated properties constituting Grantor's several irrigation systems

described according to the quarter section, township, range and county in the State of Nebraska, or the exact legal description within which and interest of some nature in said properties is claimed or held.

Validated by


President of Grantor

Note: Properties listed hereunder pertained to other counties

E X H I B I T B

to

CORPORATION REAL ESTATE DEED

Dated December 10, 1970

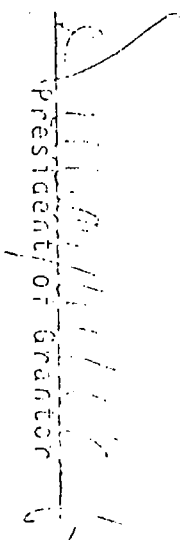
GRANTOR: Platte Valley Public Power and Irrigation District
HOME OFFICE: North Platte, Nebraska
GRANTEE: Nebraska Public Power District
HOME OFFICE: Columbus, Nebraska

Containing abstract of the location of all properties conveyed
by this instrument consisting generally of:

All the electric transmission and distribution lines, right of way, easements, substations, and other associated properties, heretofore independently acquired by Grantor

described according to the quarter section, township, range and county in the State of Nebraska, or the exact legal description within which and interest of some nature in said properties is claimed or held.

Validated by


~~W. M. Miller~~
President of Grantor

Note: Properties listed hereunder
pertained to other counties

115-2042

115-2042

E X H I B I T C
to

CORPORATION REAL ESTATE DEED

Dated December 10, 1970

GRANTOR: Platte Valley Public Power and Irrigation District
HOME OFFICE: North Platte, Nebraska
GRANTEE: Nebraska Public Power District
HOME OFFICE: Columbus, Nebraska

Containing abstract of the location of all properties conveyed by this instrument consisting generally of:

All the electrical transmission and distribution line right of way, easements, power plants, substations, and associated properties heretofore acquired by Grantor or by Loup River Public Power District for the account of the joint operation of said two Districts, named Nebraska Public Power System, in which Grantor claims either a legal or equitable undivided one-half interest in the real estate interest acquired for Nebraska Public Power System, which properties exhibited are to some extent nevertheless commingled by consolidation, improvement, replacement and additions heretofore made by Grantor independently and with Nebraska Public Power System revenues

described according to the quarter section, township, range and county in the State of Nebraska, or the exact legal description within which and interest of some nature in said properties is claimed or held.

Validated by President of Grantor

92-04766

FILED
INSTRUMENTS
92-04766
MAR 18 11:11
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
STAMP TAX
MAR 18 1992
\$ 1490 BY [Signature]

WARRANTY DEED

The GRANTOR, MERLIN W. BELTER and DOROTHY A. BELTER, Husband and wife, in consideration of \$10.00 and other valuable consideration received from GRANTEE, HAWK, INC., a Nebraska Corporation conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The southwest quarter (SW1/4) of Section 22, Township 14 North, Range 11 East of the 6th P.M. in Sarpy County, Nebraska, containing 160 acres, more or less.
(N/K/A Lots 1 thru 61, Cinnamon Acres)

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except covenants, liens, restrictions and encumbrances of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

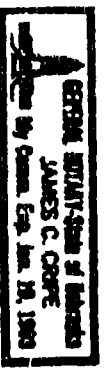
Executed: March 17, 1992.

[Signature]
MERLIN W. BELTER

[Signature]
DOROTHY A. BELTER

STATE OF NEBRASKA)
) s.s.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on March 17, 1992 by MERLIN W. BELTER and DOROTHY A. BELTER, Husband and wife.



[Signature]
Notary Public

04766

92-04767

NEED RECORDING
INSTRUMENT NO. 92-04767

02 MAR 18 AM 1:17

Donald Joe Ruhak
REGISTERED CLERK

35-50

Space Above Line Reserved for Recording Purposes

ACKNOWLEDGEMENT OF UNDERSTANDING

The Trustor is: **HAWK, INC.**
Trustor's address is: 13010 Emiline Street
Omaha, Nebraska 68138

The Trustee is: **William J. Lindsay Jr.**
Trustee's address: Embassy Plaza, Suite 305
9110 West Dodge Road
Omaha, Nebraska 68114

Beneficiary is: **MERLIN W. BELTER and DOROTHY A. BELTER, Husband & wife**
Beneficiary's address: 9501 So. 168th Street
Omaha, Nebraska 68136

The person or persons named above are those who will be the Trustor under the Trust Deed which will be dated March 17, 1992, in which the parties are those listed above which secures indebtedness in the original principal sum of \$ 540,000.00 and which covers the following real estate legally described as: *11 East of the 6th P.M. in Sarpy County, Nebraska*

The Southwest Quarter of Section 22, Township 14 North, Range 11 East of the 6th P.M. in Sarpy County, Nebraska (N/K/A Lots 1 thru 61 Cinnamon Acres) I or we, the undersigned, understand that:

- (a) The document to be executed is a Trust Deed and not a Mortgage; and
- (b) The power of sale provided for in the Trust Deed provides substantially different rights and obligations to the Trustor than a Mortgage in the event of default or breach of obligation.

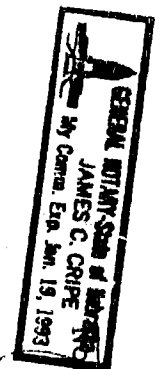
Trustor acknowledges that this Acknowledgement was signed prior to the execution of the Trust Deed.

Dated: March 17, 1992.

HAWK, INC., a Nebraska Corporation
By: *Donald Joe Ruhak*
Its President

STATE OF NEBRASKA)
) s.s.
COUNTY OF SARPY)

The above Acknowledgement of Understanding was acknowledged before me on March 17, 1992, by **DONALD JOE RUHAK**, the President of **HAWK, INC.**, a Nebraska corporation on behalf of the corporation.



James C. Cripe
Notary Public

04767

92-10329

PARTIAL RELEASE OF EASEMENT

WHEREAS, the undersigned, Nebraska Public Power District (hereafter called District), a public corporation and political subdivision of the State of Nebraska and the successor in interest to the Loup River Public Power District, is the owner of an electric transmission line easement on the following described property:

The SW $\frac{1}{4}$ of Section 22, T14N, R11E of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, said easement, dated April 2, 1942, was obtained by the Loup River Public Power District from Hugo Belter and Dorothea E. Belter and recorded in Misc. Book 12, Page 111 in the office of the County Clerk, Sarpy County, Nebraska, together with a Supplemental Agreement Right-of-Way Easement, dated November 18, 1982, obtained by the Nebraska Public Power District from Merlin Belter, Dorothy Belter, Kenneth Belter, Betty Belter, Robert L. Belter, Betty J. Belter, Donald Belter, Margaret Belter, Hugo Belter Jr., Barbara E. Belter, Shirley J. Auch, Robert W. Auch, Dorothy M. Brown and Melvin G. Brown and recorded in Miscellaneous Book 55, Page 772 in the office of the Register of Deeds, Sarpy County, Nebraska, and

WHEREAS, the District has determined that its electric transmission line easement for the property described above is no longer necessary in its entirety and that a portion of the easement can be released.

NOW, THEREFORE, the District does hereby release that portion of said easement on the above-described property except for a strip of land described as follows: beginning at the Northwest Corner of the SW $\frac{1}{4}$ of Section 22, T14N, R11E of the 6th P.M. in Sarpy County, Nebraska, thence 129.08 ft. bearing S 0°31'39"W (assumed bearing) on the west line of the said SW $\frac{1}{4}$; thence 1,675.48 ft. bearing S 89°55'33"E; thence 178.65 ft. bearing N 45°00'00"E to the north line of the said SW $\frac{1}{4}$; thence 1,800.62 ft. bearing N 89°50'36"W to the point of beginning, said strip of land contains 5.10 acres more or less. The electric transmission line is located 50 ft. north and northwesterly of the south and southeasterly line of the above described tract of land.

THIS PARTIAL RELEASE OF EASEMENT shall not affect the District's original easement rights on the portion of the easement right-of-way retained by the District and shall in no way affect any other easement the District may have on or across said property.

Dated this 1st day of May, 1992.

ATTEST: [Signature] NEBRASKA PUBLIC POWER DISTRICT
Assistant Secretary By: William A. Merrill
William A. Merrill, Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me a Notary Public qualified in said County and State, personally came William A. Merrill, a Vice-President of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on May 1, 1992.



FILED WITH INSTRUMENT NUMBER 92-010329
[Signature]
Notary Public

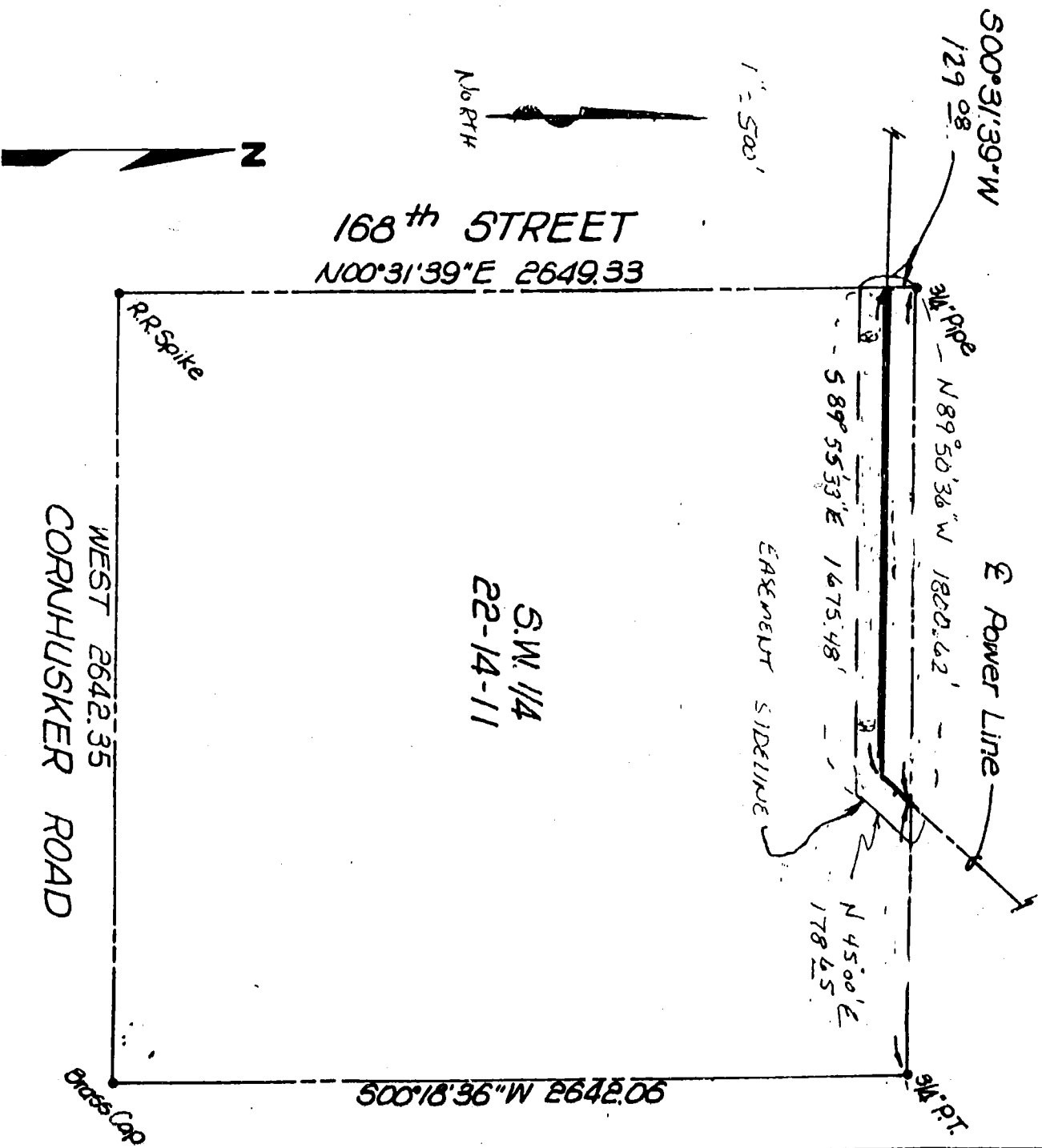
Proof V
D.E. [Signature]
Verify [Signature]
Filmed [Signature]
Checked 38
Fees \$ 00

92 MAY 27 AM 8:26
REGISTER OF DEEDS

010329

92-10329A

- EASEMENT AREA -



92-10329

PARTIAL RELEASE OF EASEMENT

WHEREAS, the undersigned, Nebraska Public Power District (hereafter called District), a public corporation and political subdivision of the State of Nebraska and the successor in interest to the Loup River Public Power District, is the owner of an electric transmission line easement on the following described property:

The SW 1/4 of Section 22, T14N, R11E of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, said easement, dated April 2, 1942, was obtained by the Loup River Public Power District from Hugo Belter and Dorothea E. Belter and recorded in Misc. Book 12, Page 111 in the office of the County Clerk, Sarpy County, Nebraska, together with a Supplemental Agreement Right-of-Way Easement, dated November 18, 1962, obtained by the Nebraska Public Power District from Merlin Belter, Dorothy Belter, Kenneth Belter, Betty Belter, Robert L. Belter, Betty J. Belter, Donald Belter, Margaret Belter, Hugo Belter Jr., Barbara E. Belter, Shirley J. Auch, Robert W. Auch, Dorothy M. Brown and Malvin G. Brown and recorded in Miscellaneous Book 55, Page 772 in the office of the Register of Deeds, Sarpy County, Nebraska, and

WHEREAS, the District has determined that its electric transmission line easement for the property described above is no longer necessary in its entirety and that a portion of the easement can be released.

NOW, THEREFORE, the District does hereby release that portion of said easement on the above-described property except for a strip of land described as follows: beginning at the Northwest Corner of the SW 1/4 of Section 22, T14N, R11E of the 6th P.M. in Sarpy County, Nebraska, thence 129.08 ft. bearing S 0°31'39"W (assumed bearing) on the west line of the said SW 1/4; thence 1,675.48 ft. bearing S 89°55'33"E; thence 178.65 ft. bearing N 45°00'00"E to the north line of the said SW 1/4; thence 1,800.62 ft. bearing N 89°50'36"W to the point of beginning, said strip of land contains 5.10 acres more or less. The electric transmission line is located 50 ft. north and northwesterly of the south and southeasterly line of the above described tract of land.

THIS PARTIAL RELEASE OF EASEMENT shall not affect the District's original easement rights on the portion of the easement right-of-way retained by the District and shall in no way affect any other easement the District may have on or across said property.

Dated this 1st day of May, 1992.

ATTEST:

NEBRASKA PUBLIC POWER DISTRICT

Assistant Secretary

By:

William A. Merrill, Vice-President

STATE OF NEBRASKA)

) ss.

COUNTY OF PLATTE)

Before me a Notary Public qualified in said County and State, personally came William A. Merrill, a Vice-President of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on

May 1, 1992.



FILED WITH INSTRUMENT NUMBER 92-010329

Notary Public

92 MAY 27 AM 9:24

Proof	<u>W</u>
D.E.	<u>D</u>
Verify	<u>W</u>
Filmed	<u>W</u>
Checked	<u>W</u>
Fee \$	<u>38.00</u>

REGISTER OF DEEDS

010329

92-10329A

- EASEMENT AREA -

