

A G R E E M E N T

THIS AGREEMENT, made and entered into this 27th day of FEBRUARY, 1976, by and between the Omaha Public Power District (hereinafter called "the District"), and Fidelity Title Insurance Company, Trustee, and JoAnn M. Abboud, a Widow, (hereinafter collectively referred to as "the Grantors").

WITNESSETH :

WHEREAS, the District and the Grantors entered into an Agreement on the 20th day of September, 1974, which Agreement was recorded in Miscellaneous Book 545, at Page 129, in the Register of Deeds of Douglas County, Nebraska, said Agreement hereinafter referred to as "Original Agreement", and

WHEREAS, it is the desire of said parties hereto to amend said Original Agreement.

NOW, THEREFORE, in consideration of the above and foregoing preambles which are hereby made a contractual part hereof, and in consideration of the covenants and undertakings contained herein, it is agreed by and between the parties as follows:

1. The Grantors agree to grant and convey to the District an easement over the property described, and upon the terms and conditions set forth in Exhibit "A" (with sketch attached), which is attached hereto and incorporated herein by reference.

2. The District agrees to refund to grantors the sum of \$51,000.00, together with \$2,800.00 as accrued interest, which principal amount was previously advanced to the District by Grantors pursuant to the Original Agreement of the parties.

3. The District agrees to remove its existing diagonal transmission line, consisting of poles, wires, guys, and other related equipment, now in existence and running northwest by

southeast across Grantor's property, after the District's new transmission line is constructed across the easement described in Exhibit "A", attached hereto, and after said new transmission line is energized; provided, said removal of the District's existing transmission line is intended to be on or before September 1, 1976, except where said removal is beyond the reasonable control of the District.

4. After removal by the District of its existing transmission line as provided for in Paragraph 3, above, the District agrees to release the easement dated January 9, 1956, entered into by the Grantor's predecessor-in-title, copy of which is attached as Exhibit "A" to the Original Agreement, and further agrees to release the supplemental easement dated July 25, 1958, granted by the Grantor's predecessor-in-title, copy of which is attached as Exhibit "B" to the Original Agreement.

5. That the Original Agreement of the parties is herein affirmed, except as amended herein, and the Grantors herein affirm the existence of and the granting of an easement to the District over the property described, and upon the terms and conditions set forth in Exhibit "B" (with sketch attached) attached hereto and which was referred to as Exhibit "C" in the Original Agreement of the parties, which easement shall remain in full force and effect.

6. That this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and shall run with the land as regards the property owned by Grantors, and described as being a portion of Section Five (5), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., in Douglas County, Nebraska, and/or a portion of Empire Park, an Addition in Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to UTAH PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, dunnys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Lots Thirty-four (34), Thirty-nine (39) and Forty (40), Empire Park, an addition to Douglas County, Nebraska, and that part of the East One-half of the Southwest Quarter (E 1/2 SW 1/4) lying East of Interstate Highway right-of-way of Section Five (5), Township Fourteen (14) North, Range Twelve (12), East of the 6th P. M., Douglas County, Nebraska.

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the area of the above described real estate to be covered by this easement shall be as follows:

A strip of land Fifty feet (50') in width, being Twenty-five feet (25') on each side of and parallel to the following described reference line: Beginning at a point on the East line of the Southwest Quarter (SW 1/4), said point being One Hundred feet (100') North of the Southeast corner thereof; thence in a Northerly direction to a point of turning "A", said point being Forty-eight feet (48'), more or less, West of and Seven Hundred Thirty-four feet (734'), more or less, North of the aforesaid Southeast corner; thence continuing in a Northerly direction to a point of turning "B", said point being Forty-eight (48'), more or less, West of and One Thousand Three Hundred Twenty-four feet (1,324'), more or less, North of the aforesaid Southeast corner; also a strip of land Seventy feet (70') in width, being Thirty-five feet (35') on each side of and parallel to the following described reference line: Beginning at turning point "B"; Thence West to a point on the Easterly right of way

CONDITIONS:

(Continued on reverse side)

- (a) The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) The District shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from the District.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 27th day of February, 1976.

FIDELITY TITLE INSURANCE COMPANY, TRUSTEE

Kathryn M. Plummer
Secretary



JoAnn M. Abboud
Vice-President

JoAnn M. Abboud
JoAnn M. Abboud, a Widow, individually,
and as Executrix of the Estate of
STATE OF Ronald J. Abboud
COUNTY OF

STATE OF
COUNTY OF

On this 27th day of February, 1976, before me the undersigned, a Notary Public in and for said County, personally came *Przemyslaw Sulc*, Esq. Vice President of *Utility Operations Dept. Iowa Co.* personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

On this 27th day of February, 1976, before me the undersigned, a Notary Public in and for said County and State, personally appeared *JoAnn M. Abboud* personally to me known to be the identical person(s) and who acknowledged the execution thereof to be hers voluntary act and deed for the purpose therein expressed.

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

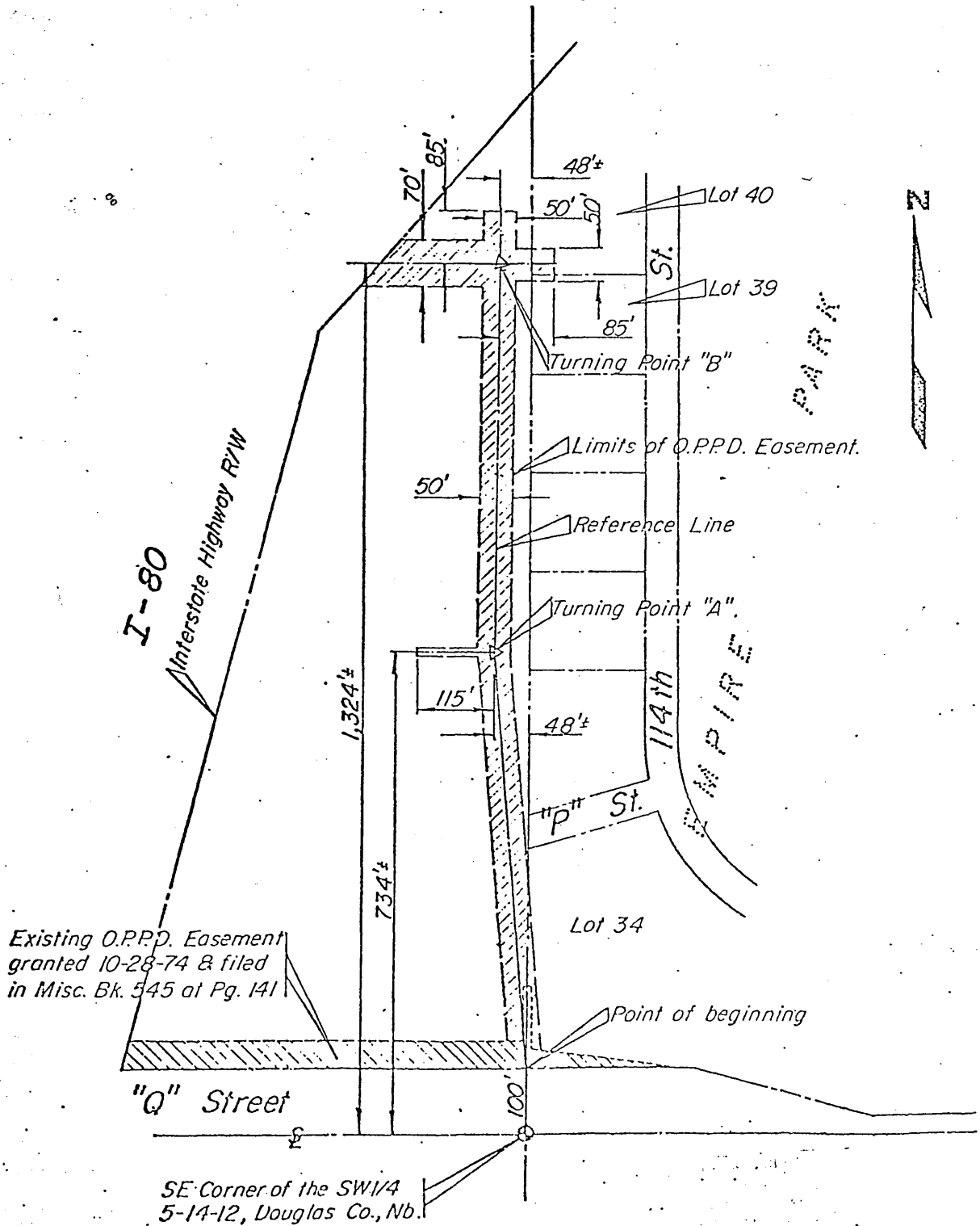
Witness my hand and Notarial Seal the date above written.

LINDA K. SEXTON
GENERAL NOTARY PUBLIC
State of Nebraska
My Commission Expires
AUGUST 19, 1978

Ferris Gibbons
FERRIS GIBBONS
GENERAL NOTARY - State of Nebr.
My Comm. Exp. June 16, 1979

Transmission Engineer *SES* Date *3-3-76* Land Rights and Services *2004* Date *3/3/76*
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19__

line of Interstate highway, said point being One Thousand Three Hundred Twenty-four feet (1,324'), more or less, North of the aforesaid Southeast corner; also a strip of land Fifty feet (50') in width, being Twenty-five feet (25') on each side of and parallel to the following two reference lines: Beginning at aforesaid turning point "B", thence North and East for a distance of Eighty-five feet (85'); also a strip of land Ten feet (10') in width, being Five feet (5') on each side of and parallel to the following described reference line: Beginning at turning point "A", thence West for a distance of One Hundred Fifteen feet (115').



RIGHT-OF-WAY EASEMENT

Dated the 1st day of March, 1976.

UNITED STATES NATIONAL BANK,
of Omaha, Nebraska, as Trustee
under the Ronald J. Abboud, Revocable
Trust Agreement, dated October 2,
1972

ATTEST:

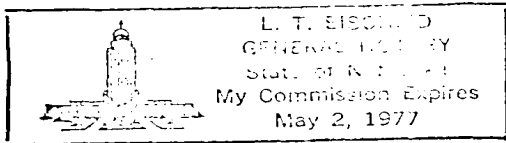
Robin A. Waller

By: Paul D. Kadavy

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 1st day of March, 1976, before me the undersigned, a Notary Public in and for said County, personally came Paul D. Kadavy, Vice - Pres. of the United States National Bank, of Omaha, Nebraska, as Trustee under the Ronald J. Abboud, Revocable Trust Agreement, dated October 2, 1972, personally known to me to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be its voluntary act and deed for the purpose therein expressed.

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



L T Eischen
Notary Public

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her heirs, executors, administrators, successors and assigns, hereinafter called "Grantor," hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, above, along, under, in and across the following described real estate situated in Douglas County, State of Nebraska, to wit:

That part of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Five (5), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, lying East of the Interstate Highway right-of-way, together with Lots Thirty (30) thru Thirty-four (34), Empire Park, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

The area of the above described real estate to be covered by this easement shall be as follows: See sketch on the reverse side of this document for location of easement area.

1. District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District.
3. District hereby agrees to pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the rights hereinbefore granted, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without prior written approval from the District.
5. It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors and assigns shall warrant, defend and the same and will indemnify and hold harmless the District forever against the claims of all persons who ever, in any way, asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 28th day of October, 1974.

OMAHA PUBLIC POWER DISTRICT
[Signature]
 Group Manager -
 Engineering & Construction
 ATTEST
[Signature]
 Assistant Secretary

FIDELITY TITLE INSURANCE COMPANY, TRUSTEE
[Signature]
 President
[Signature]
 Secretary
 Ronald J. Abboud
[Signature]
 JoAnn M. Abboud Grantor

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 28th day of October, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Ronald J. Abboud and JoAnn M. Abboud, husband and wife

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

Witness by hand and Notarial Seal the date above written.
[Signature]
 Notary Public
 My Commission expires 02/11/1979

Transmission Engineer *[Signature]* Date 11-13-74
 Engineering Dept. *[Signature]* Date 11-13-74
 Accounting Dept. *[Signature]* Date 11/14/74

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 28th day of October, 1974, before me the undersigned, a Notary Public in and for said County, personally came

[Signature], President of Fidelity Title Insurance Company, Trustee

(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 said corporation was thereto affixed by its authority.

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

[Signature]
 Notary Public
 My Commission expires AUGUST 19, 1978

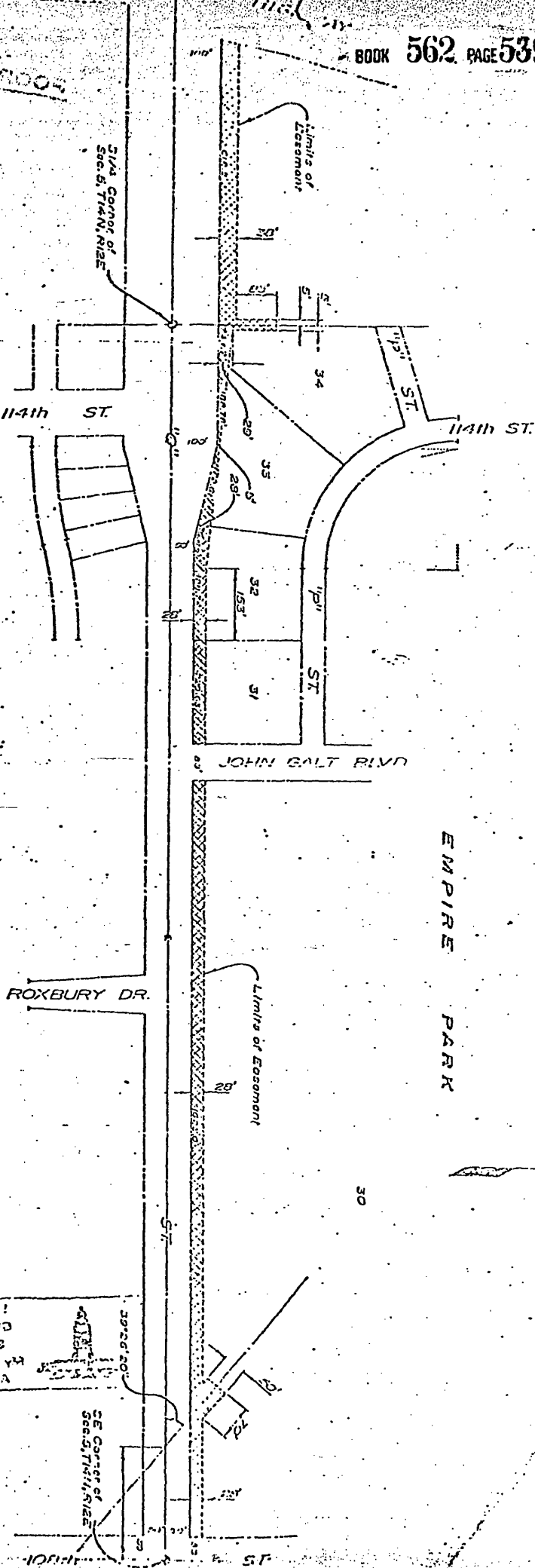
C. & S. Engineer *[Signature]* Date 11/13/74
 Legal Department *[Signature]* Date 11/13/74
 Soc. Twp. Rgn. Address

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
DAY OF March 1916 AT 2:34 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

2925



AUGUST 18, 1858
 City of Nebraska
 General Ordinance
 1103 SECTION

SE Corner of
 Sec. 5, T14N, R12E

39°26'20"

30