

---

**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

**LOT 1, PUTT'N PLACE, A SUBDIVISION IN DOUGLAS COUNTY,  
NEBRASKA FORMERLY DESCRIBED AS THE LEGAL DESCRIBED  
IN EXHIBIT "A"**

RETURN TO: THOMPSON, DRESSEN & DORNER, INC \_\_\_\_\_  
10836 OLD MILL RD \_\_\_\_\_  
OMAHA, NE 68154 \_\_\_\_\_

TDDI 1

**RELEASE OF EASEMENT**

This Release of Easement ("Release") is made by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink").

**BACKGROUND:**

Stanley Olsen ("Grantor") signed as grantor that certain Instrument Number 0521263 dated 3/31/1973 ("Easement"), whereby Grantor granted easement rights to CenturyLink over certain real property then owned by Grantor and described in the Easement ("Easement Tract").

The Easement was filed of record on 4/17/1973 in the Douglas County Recorder of Deeds Douglas County Nebraska at Book 521, Page 263. A copy of the Easement is attached to this Release as Exhibit A and incorporated by reference into this Release.

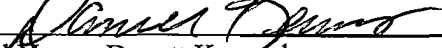
The current owner of the Easement Tract, West Road Investors LLC, has requested that CenturyLink relinquish the rights granted to it in the Easement. CenturyLink is willing to so relinquish such rights pursuant to this Release.

**RELEASE:**

As of the date CenturyLink signs this Release, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, CenturyLink vacates and releases all of its right, title and interest in and to any and all easements and easement rights acquired by CenturyLink pursuant to the Easement, and otherwise releases the Easement.

"CenturyLink"

**Qwest Corporation d/b/a CenturyLink QC**

By:   
Printed Name: Danett Kennedy  
Title: Sr Manager DF/ROW  
Signature Date: 26 05 19

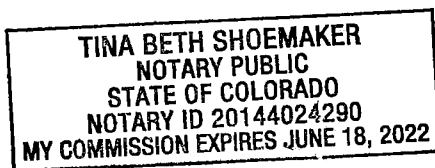
THE STATE OF Colorado )  
COUNTY OF Broomfield )

BE IT REMEMBERED, that on this 5<sup>th</sup> day of June 2019 before me, a Notary Public in and for said County and State, came Danett Kennedy who is the SR Manager of Century Link, a corporation and is personally known to me to be the same person who signed this Release as the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Tina Shoemaker  
Notary Public

My appointment expires:  
June 18 2022



103072  
FD Form NO 8-71-1  
Rev 8-72-1

E A S E M E N T

Distribution  
BOOK 521 PAGE 263

EXHIBIT "A"

I, STAN OLSEN PONTIAC, INC., a corporation Owner(s)  
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

The North Two Hundred Eighty-two feet (282') of the South Five Hundred Sixty-four feet (564') of that part of the East One-half of the Southwest Quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Sixteen (16), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, described in that certain Warranty Deed dated May 1, 1972, and recorded in Deed Book 1454 at Page 33 . . . (CONTINUED BELOW) in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantees," a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit:

(CONTINUED FROM ABOVE) . . . of the Register of Deeds office of Douglas County, Nebraska.

Drawing on reverse side of this document shows easement area.

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (B) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in its exercise of the granted right.
- (D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority, to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons who may in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 31 day of March

ATTEST: [Signature]  
STAN OLSEN PONTIAC, INC.  
By [Signature]

ATTEST:  
Grantors

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared \_\_\_\_\_

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 \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

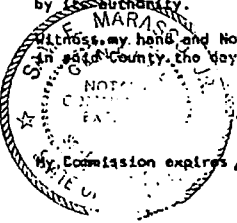
Notary Public

My Commission expires \_\_\_\_\_

STATE OF Nebraska  
COUNTY OF Douglas  
On this 31 day of March  
19 73, before me the undersigned, a Notary Public  
in and for said County, personally came \_\_\_\_\_

Stanley Olsen, President of  
Stan Olsen Pontiac, 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 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.



[Signature]  
Notary Public

My Commission expires Sept 21, 1976

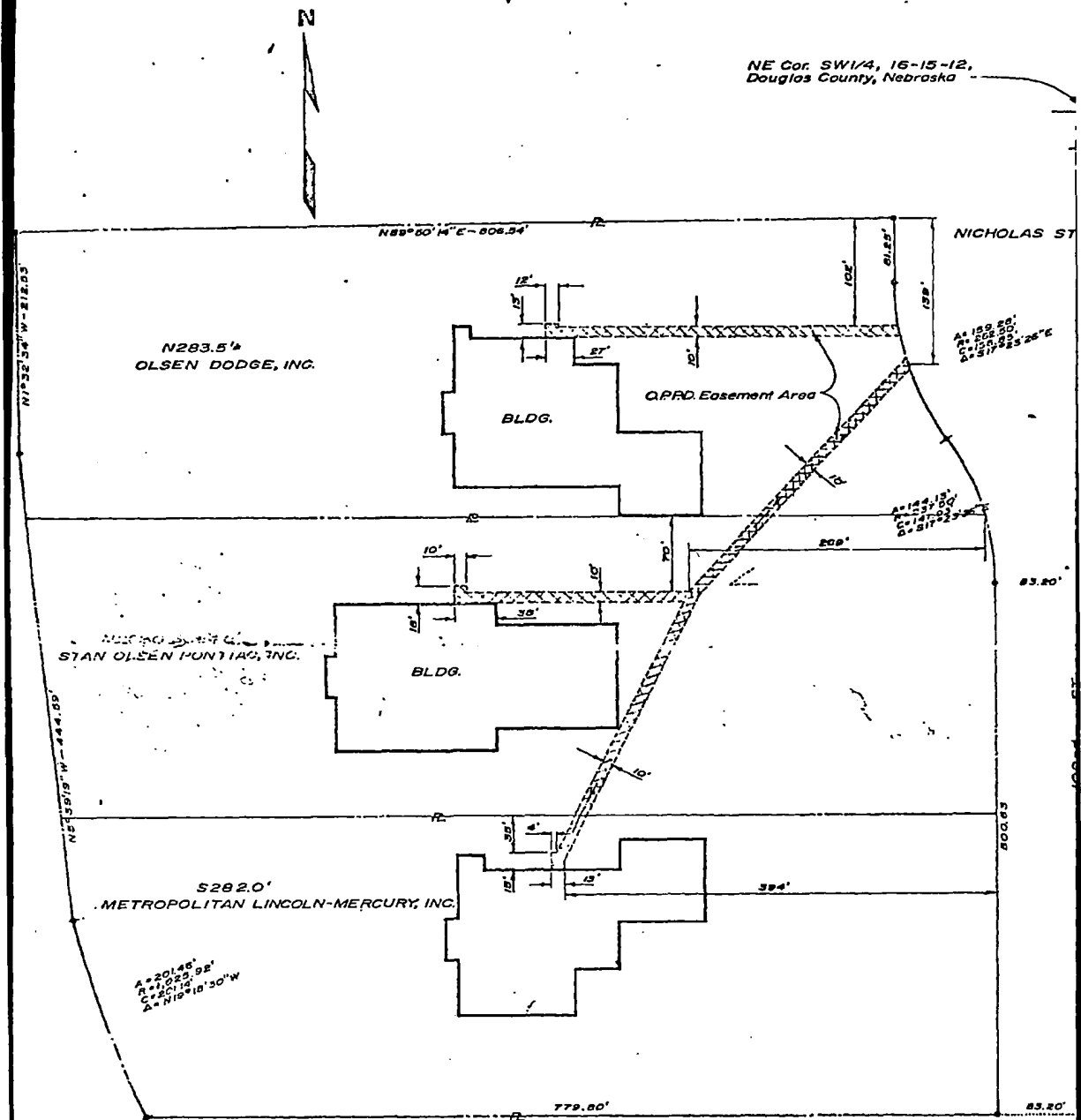
APPROVED:  
Dist. Engr. \_\_\_\_\_ Date \_\_\_\_\_  
C & S Engr. [Signature] Date 4/2/73

Section 16 Township 15 Range 12 Salesman Mathew Engineer Street  
Address \_\_\_\_\_

4K  
5K

BOOK 521 PAGE 264

EXHIBIT "A" CONTINUED



NE Cor. SW1/4, 16-15-12, Douglas County, Nebraska

N283.5' OLSEN DODGE, INC.

STAN OLSEN PONTIAC, INC.

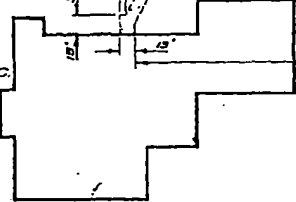
528.2' METROPOLITAN LINCOLN-MERCURY, INC.

NICHOLAS ST

Q.P.R.D. Easement Area

BLDG.

BLDG.



A = 20148'  
 B = 1025.98'  
 C = 20148'  
 D = 1025.98'

A = 159.58'  
 B = 201.25'  
 C = 159.58'  
 D = 201.25'

A = 124.15'  
 B = 173.00'  
 C = 124.15'  
 D = 173.00'

27  
 16-15-12  
 RECEIVED  
 APR 17 PM 4 00

THE STATE OF NEBRASKA }  
 Douglas County }  
 Entered in Numerical Index and filed  
 for Record in the office of the Register of  
 Deeds of said County and recorded in  
 Book 521 of Plat  
 Page 263

*D. Harold Oster*  
 Register of Deeds

By \_\_\_\_\_ Deputy

1611 Omaha Public Power Dist.  
 1623 Harney 68102  
 N 16-15-12 G.P.M.P.G.  
 Compared \_\_\_\_\_ Fee 0.75

16-15-12

*Attn: J. Wozny*