

91-00203

General Recordation Conveyance - NE

State of : Nebraska
County of : Sarpy

Recording Requested By And
When Recorded Return To:

Northern Natural Gas Company
1400 Smith
Houston, Texas 77002
Attn: General Counsel

NEBRASKA DOCUMENTARY
STAMP TAX
JAN - 7 1991
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FILED SARPY CO. NE.
INSTRUMENT NUMBER
91-00203

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Shay D. Donching
REGISTER OF DEEDS

Mail Tax Statements To:

Northern Natural Gas Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Supervisor, Ad Valorem Tax

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (this "Conveyance") is made as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time") by and from **ENRON CORP.**, a Delaware corporation, (being the corporation formerly known as NORTHERN NATURAL GAS COMPANY, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to INTERNORTH, INC., a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to ENRON CORPORATION, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to Enron Corp.), with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called "Grantee").

00203

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern; on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern; and

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

PART I

GRANTING AND HABENDUM CLAUSES

A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Fee Lands. The tracts or parcels of land, interests in land and other interests, if any, described in Part I of Exhibit A hereto, (the "Fee Lands");
2. Pipelines. The pipelines described in Part II of Exhibit A hereto, and all extensions thereof and all additions thereto, whether or not expressly described herein, and all pipelines located on the Easements, herein defined, (the "Pipelines");
3. Easements. The easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title and other judicial actions relating to title to land or interests in land, if any, described in Part III of Exhibit A hereto, and all amendments, corrections and restatements thereof and any other instruments granted in lieu of or in addition to the foregoing, if any, together with and including, without limitation, all easements, rights of way, servitudes, leases, surface leases,

surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking, judgments in trespass to try title or other judicial actions, possessory and prescriptive rights, titles, interests and estates of Grantor, and its predecessors in interest, if any, relating or appurtenant to the Fee Lands and Pipelines, whether or not expressly described herein, including, without limitation, those relating or appurtenant to streets, alleys, roads, highways, railroads, rivers, canals, ditches, watercourses, bridges, State and National parks, forests and wilderness areas, public grounds and structures (the "Easements"); and

4. Other Interests.

a. The other interests, if any, described in Part IV of Exhibit A (the "Other Interests");

b. To the extent Grantor may convey the same under and pursuant to applicable law, all right, title, interest and estate of Grantor of any nature whatsoever in and to any lands and interests in land, together with all improvements, buildings, structures, pipelines, fixtures and appurtenances of every kind or nature thereon, if any, located in the jurisdictions listed on Part V of Exhibit A hereto;

c. With respect to any deed, assignment or conveyance from Grantor, or a predecessor in title of Grantor, as grantor, in favor of a third party, as grantee, including those shown in any Part of Exhibit A, which deeds, assignments and conveyances are or may be shown in the context of a "Save and Except" provision listing prior conveyances, (herein called "Prior Conveyance by Grantor"), all easements, rights-of-way and other rights, titles and interests, if any, reserved by Grantor, or a predecessor in title of Grantor, in such Prior Conveyance by Grantor;

d. The right, title and interest, if any, reserved by or granted to the Grantor, or a predecessor in title of Grantor, pursuant to the amendments, modification agreements, partial releases, quitclaims and other instruments, if any, relating to the properties and interests described elsewhere in this Conveyance, including those described in Part VI of Exhibit A (the "Amendments, Partial Releases and Other Instruments"). The Amendments, Partial Releases and Other Instruments are amendments, partial releases and other instruments heretofore executed and delivered by Grantor, or a predecessor in title of Grantor, relating to lands or instruments described elsewhere in this Conveyance; and

e. With respect to the property described in Items IA1 through and including IA4d above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether

OR NOT expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and character, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, together with and including, without limitation, reversions, remainders, options, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property from and after the Effective Time;

SAVE AND EXCEPT from the property described in Items IA1 through and including IA4 above, the property and interests, if any, described in Exhibit B hereto (herein called the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II

OTHER TERMS AND CONDITIONS

A. PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) the Amendments, Partial Releases and Other Instruments; (b) all recorded and unrecorded liens, charges, easements, rights-of-way, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options and preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property; (c) all matters that a current survey or visual inspection, including probing for pipelines, would reflect and (d) the Assumed Obligations, herein defined.

B. ASSUMPTION OF THE ASSUMED OBLIGATIONS; INDEMNIFICATION BY GRANTEE.

1. "Assumed Obligations" shall mean all debts, obligations and liabilities of Grantor, if any, relating to the Subject Property attributable to all periods prior to, at and

after the Effective Time, of whatever nature, however evidenced, whether actual or contingent, whether known or unknown, whether arising under contract or tort or under the laws, ordinances, rules, regulations, orders or judgments of governmental, regulatory and judicial authorities having or asserting jurisdiction over the Subject Property or otherwise.

2. Subject to the other provisions of this Conveyance, Grantee hereby assumes and agrees to perform, pay or discharge the Assumed Obligations, to the full extent that Grantor is obligated, or in the absence of this Conveyance would be obligated, to perform, pay or discharge such obligations. Without limiting the generality of the preceding sentence, Grantee agrees to protect, defend, indemnify and hold harmless Grantor in all respects relating to the Assumed Obligations, even as to matters caused by or resulting from Grantor's sole, joint, concurrent or contributory negligence, including, without limitation, all investigative costs, litigation costs (including, without limitation, attorneys' fees, court costs and other costs of suit) and all other costs and expenses relating to the foregoing, excluding only matters constituting the breach of or the failure to perform or satisfy any representation, warranty, covenant or agreement made by Grantor in connection with this Conveyance.

3. To make a claim hereunder, Grantor shall give notice to Grantee of the claim, together with a brief summary of such information with respect to such claim as is then reasonably available to Grantor. Upon such notification, Grantee shall undertake, at Grantee's expense, to defend or otherwise dispose of such claim and any litigation in connection therewith and to pay the amount of any final judgment rendered against Grantor or any settlement. Grantee shall be entitled to direct the defense through legal counsel of its choice with full cooperation of Grantor and to settle or otherwise dispose of the claim or litigation as it shall see fit; provided that Grantor may participate in such defense by advisory counsel selected by Grantor and at Grantor's expense. Grantor shall not settle any such asserted claim without the consent of Grantee.

C. DISCLAIMER OF WARRANTIES: SUBROGATION.

1. This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

2. Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. **WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY**

AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSES, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Any covenants implied by statute or law by the use of the words "grant", "bargain", "assign", "convey" or "deliver", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

D. FURTHER ASSURANCES.

Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, assign, convey and deliver to Grantee the Subject Property conveyed hereby or intended so to be conveyed. In particular, without limitation, in the event that any Exhibit to this Conveyance omits to describe or inadequately or incorrectly describes any lands or interests in lands intended by Grantor to be conveyed to Grantee or excepted or reserved to Grantor hereby, Grantor shall execute such additional instruments as may be necessary or appropriate to supply or correct such descriptions and to effect such additional conveyance or reservation.

E. CONSENTS; RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provisions contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time, without further action on the part of Grantor. If such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all descendants of the late Theodore H. Roosevelt, late President of the United States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

F. SEPARATE TRANSFERS.

Grantor, or Grantor and Grantee, may have executed and delivered, or may execute and deliver, certain separate transfers of individual lands, easements or instruments, which are included in the Subject Property, for filing with and approval by the United States of America and other governmental entities and agencies. Said separate transfers, if any, and this Conveyance shall, when taken together, be deemed to constitute the one Conveyance by Grantor of the applicable portion of the Subject Property. Said separate transfers, if any, to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by said governmental entities and agencies. Said separate transfers, if any, are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth herein and are not intended to create, and shall not create, any additional covenants and warranties of or by Grantor to Grantee. Said separate transfers, if any, shall be deemed to contain all of the terms and provisions of this Conveyance, as fully and to all intents and purposes as though the same were set forth at length in said separate transfer. This Conveyance, insofar as it pertains to any portion of the Subject Property as to which said separate transfers have been, or will be, executed for filing with and approval by the United States of America, or any other governmental entity or agency, is made and accepted subject to the approval of the United States of America or other appropriate governmental entities and agencies and to the terms of such approval, if and to the extent required by law.

PART III**MISCELLANEOUS****A. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.**

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall never be deemed to inure to the benefit of or be enforceable by any other party. Grantee, and any transferee of Grantee, may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, with respect to the portion of the Subject Property so transferred, as if such transferee were Grantee.

B. GOVERNING LAW.

THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL APPLY.

C. THE EXHIBITS.

Reference is made to Exhibits A and B, which are attached hereto and made a part hereof for all purposes. Reference in the Exhibits to an instrument on file in the public records is made for all purposes, but shall not imply that such instrument is valid, binding or enforceable or affects the Subject Property or creates any right, title, interest or claim in favor of any party other than Grantee.

D. HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

E. COUNTERPARTS.

This Conveyance may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

WITNESS THE EXECUTION HEREOF on the 14th day of December 1990,
effective as of the Effective Time.

ENRON CORP.,
a Delaware corporation

(Corporate Seal)



By: *Robert J. Hermann*
Robert J. Hermann
Vice President - Tax

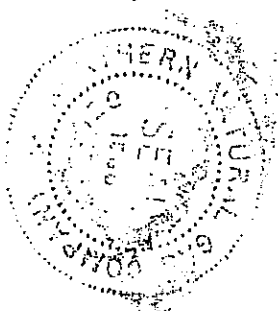
Attest:

Elaine V. Overturf
Elaine V. Overturf
Deputy Corporate Secretary

GRANTOR

NORTHERN NATURAL GAS COMPANY,
a Delaware corporation

(Corporate Seal)



By: *Peggy B. Menchaca*
Peggy B. Menchaca
Vice President and Secretary

Attest:

Elaine V. Overturf
Elaine V. Overturf
Deputy Corporate Secretary

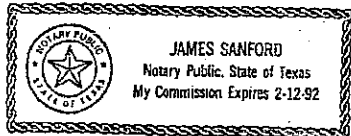
GRANTEE

Attachments: Exhibit A: Subject Property
 Exhibit B: Excepted Property

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14th, 1990, by Robert J. Hermann as Vice President - Tax of ENRON CORP., a Delaware corporation, on behalf of said corporation.



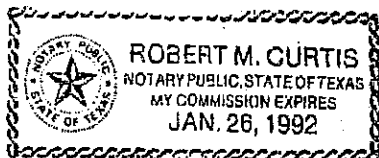
James Sanford

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Peggy B. Menchaca as Vice President and Secretary of NORTHERN NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.



Robert M. Curtis
Notary Public in and for the State of Texas

EXHIBIT A

PREAMBLE TO EXHIBIT A TO
CONVEYANCE, ASSIGNMENT AND BILL OF SALE

from Enron Corp., as Grantor, to
Northern Natural Gas Company, as Grantee

1. Definitions. For purposes of this Preamble, unless the context otherwise requires, all terms employed herein that are defined in the Conveyance, Assignment and Bill of Sale to which the Exhibit, herein defined, is attached (the "Conveyance") shall have the meaning stated in the Conveyance.

2. The Preamble. This Preamble constitutes part of Exhibit A to the Conveyance (the "Exhibit"). The Exhibit is divided into six parts (singularly, "Part" and, collectively, "Parts"), as follows:

- Part I - Description of the Fee Lands.
- Part II - Description of the Pipelines.
- Part III - Description of the Easements.
- Part IV - Description of the Other Interests.
- Part V - Jurisdictions.
- Part VI - Amendments, Partial Releases and Other Instruments.

If none of the Subject Property of the classification covered by a Part is located in a given county, parish or recording jurisdiction or is intended to be conveyed by the Conveyance, such Part may be omitted from the Exhibit, may not be completed or may be marked "none".

In some instances, more than one Conveyance will be filed within a given county, parish or recording jurisdiction. In such event, Exhibit A to each such Conveyance will describe part, but not all, of the Subject Property located within such county, parish or recording jurisdiction. In addition, in some instances, certain portions of the Subject Property may be described in each such Conveyance.

If any portion of the Subject Property described in a Conveyance is located in two or more counties, parishes or recording jurisdictions, the description of such portion of the

Subject Property will be included in a Conveyance relating to both counties, parishes or recording jurisdictions.

If an easement or other instrument referred to in the Exhibit is a short form or a recording memorandum of an easement or other instrument, the description shall be deemed to include the short form or recording memorandum and also the easement or other instrument referred to therein.

The classification of the Subject Property herein as Part I (Fee Lands), Part II (Pipelines), Part III (Easements) and Part IV (Other Interests) is solely for convenience of reference. It is the intent of Grantor to convey all right, title, interest and estate of Grantor to Grantee, its successors and assigns, as to all of the Subject Property, regardless of its classification herein. Accordingly, without limiting the preceding sentences, neither the inclusion of an easement or conveyance of an interest other than fee title in Part I (Fee Lands), the inclusion of a deed conveying only fee title in Part III (Easements) or Part IV (Other Interests) nor any other misclassification shall be deemed to limit or defeat the conveyance by Grantor to Grantee, its successors or assigns, of Grantor's right, title, interest or estate in any lands, interest in land, easements, conveyances or deeds or other interest, wherever included in the Exhibit and however classified, excluding only an express reservation or exception. Any inconsistency, ambiguity or defect in the description of the lands, easements or instruments described herein shall be resolved in favor of the correct and valid description.

3. Format of Parts I, III, IV and VI. The format of Parts I (Fee Lands), III (Easements), IV (Other Interests) and VI (Amendments, Partial Releases and Other Instruments) of the Exhibit is as follows:

Heading: Identification of the Part as Part I, III, IV or VI. The state and county, parish or recording jurisdiction where the applicable portion of the Subject Property is located.

Facility:
Ref No.:
NNG No.:
P/L No.: If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.

Type: If included, the type of instrument, as reflected by Grantor's records. The type of instrument is included for convenience of reference, and not as part of the description.

Grantor:

The name of the grantor, lessor, licensor, assignor or other granting or assigning party of the easement or instrument described in the Exhibit. In the case of an easement or other instrument granted by a federal or state agency, the serial number, if any, may be shown.

Grantee:

If included, the name of the grantee, lessee, licensee, assignee or other recipient of the easement or instrument described in the Exhibit.

Instr.Date:

The date, effective date, acknowledgement date or other identification date of the easement or instrument described.

FileDate:

If included, the file date of the easement or instrument described, as reflected by Grantor's records, in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit.

Book:Page:File orFile No.:

The recordation reference of the easement or instrument described in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or file number, microfilm index number, instrument number, original act number, entry number or other reference or identification name and number of the applicable public records. The applicable public records may be the deed records, official public records of real property, official public records, conveyance records lease records, contract records or other applicable public records that the county, parish or recording jurisdiction shown in the heading of the part may maintain or may have maintained for the recordation of deeds, easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title or other judicial actions relating to title, if any, as the case may

be, at the time of filing. In the case of easements and other instruments relating to the federal offshore areas of Louisiana and Texas, the state and county or parish to which the recordation reference refers is the adjacent county or parish, as shown in the heading of the Part or in the description of such easement or other instrument, and reference is also made to the records of the Minerals Management Service, U. S. Department of Interior, for a description of such easements or other instruments, if any. If no recordation reference is shown, the easement or other instrument may not be recorded in such county, parish or recording jurisdiction.

The file number, if shown, is the County or Parish clerk's or recorder's file number, document number, film code number, reel and image number or other official identification number.

The punctuation, spacing and styling of the book and page number and the file number may or may not be the same as that of the clerk or recorder.

Description:

The Exhibit (except Part VI) describes the greater of (i) the lands described in the Exhibit under the heading "Description" or (ii) the lands and all other rights, titles, interests and estates described in the respective easements or other instruments described in the Exhibit, limited to the extent, but only to the extent of Grantor's right, title, interest and estate therein. The Conveyance shall never be deemed to convey, or purport to convey, any right, title, interest or estate in and to the lands described in this Exhibit that is greater than the right, title, interest and estate of Grantor therein.

An instrument described in the Exhibit (except Part VI) may be a deed, assignment or other instrument of transfer, which describes, conveys, assigns or transfers lands or interests in land described therein solely by reference to other deeds, assignments, easements and instruments, which may or may not be described separately in the Exhibit. In such event, the Exhibit

(except Part VI) describes the lands, easements and interests in land so described, conveyed, assigned or transferred in such deed, assignment or other instrument of transfer, whether or not the latter lands, deeds, assignments or other instruments are described separately in the Exhibit.

Certain land descriptions are shown in an abbreviated form as to section, township and range. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter - NW/4 or NW1/4 or NW4 or NW;
 Southwest Quarter - SW/4 or SW1/4 or SW4 or SW;
 Southeast Quarter - SE/4 or SE1/4 or SE4 or SE;
 Northeast Quarter - NE/4 or NE1/4 or NE4 or NE;
 North Half - N/2 or N1/2 or N2;
 South Half - S/2 or S1/2 or S2;
 East Half - E/2 or E1/2 or E2;
 West Half -W/2 or W1/2 or W2; and
 Southeast Quarter of the Northeast Quarter -
 SE/4 NE/4, SE1/4 NE 1/4, or SE4NE4 or SE4NE or SE/4NE or SENE.

Southeast corner - SE/C or SE/Cor

The applicable section may be identified by the abbreviations SEC or S with the numeral(s) following SEC or S being the section number.

The township and range may be identified by the abbreviations TWP or T and RNG or R, with the numeral(s) following TWP or T being the township number and the numeral(s) following RNG or R being the range number. The township and range numbers may be followed by a N, S, E or W to indicate whether the township or range is North, South, East or West, respectively.

The description may contain the abbreviations "Lt", "L" or "Lts" for "Lot" or "Lots"; "Pt" or "Pts" for "Part" or "Parts"; "OG&M" for "oil, gas and minerals"; "UND" for "undivided"; "Int" for "interest", "Li" for left in proper

context; "Rt" for right; "Cl", "Center/Ln" or "Center/L" for centerline; "Th" or "Thn" for thence; "Rd" for road or road in proper context; "Sd" for said; "Comm" for commencing; "Desc" for described and "POB" for point of beginning.

In Part IV, the "Description" may contain certain narrative entries which generally describe a right, interest or use granted by a specific instrument (e.g. "salt water p/1", "road crossing permit", etc.). Such entries are included for identification or convenience of reference but are not intended to enlarge, diminish or accurately describe the interest, rights, uses or permits granted by the instrument described.

Width:

The entry under the heading "width", if included, is shown for identification purposes and is not part of the description. The right, title, interest, and estate of Grantor may be an easement, right of way or other interest relating to a strip or other portion of the land described in the Exhibit, and such strip or other portion may or may not be shown under the heading "width" in the Exhibit. The width, if shown, may or may not be correct and shall never be deemed to diminish or enlarge the actual right, title, interest or estate of the Grantor or Grantee.

Land or Instrument Reference

Part VI (Amendments, Partial Releases and Other Instruments) is a list of certain amendments, modification agreements, partial releases and other instruments heretofore executed and delivered by Grantor, or Grantor's predecessor in title, relating to lands or instruments described elsewhere in this Exhibit, as reflected by Grantor's records. The list may not list all amendments, modification agreements and other instruments relating to such lands or instruments. The information shown under the heading "Land or Instrument Reference" is intended solely as an aid for the purpose of identifying the lands or instruments affected by the applicable amendment, modification agreement, partial release or other instrument. Such references may not be complete or correct and may not fully or accurately describe the effect of the instrument

listed. Such references are not intended as a description of lands described in the Conveyance or this Exhibit. Amendments, Partial Releases and Other Instruments are described in Part VI to the extent but only to the extent the same are legal, valid and enforceable, and such description shall never be deemed to amend or modify or change the legal effect, validity or enforceability of the instruments listed or the instruments affected thereby.

Part IV (Other Interests) is in two parts: Part A (Miscellaneous) and Part B (Access Rights). Part B (Access Rights) is a description of instruments granting access rights for pipeline or other purposes, which rights have been assigned or partially assigned to Grantor.

4. Format of Part II. The format of Part II is as follows:

Heading: Identification of Part II. The state and county or parish or recording jurisdiction where the pipeline is located.

Line No.: The number, name and description, if included, are an administrative identification number, name and description, as reflected by grantor's records, and are included for convenience of reference.
Line Name:
Line Description:

Starting Tract: These items identify the easement, right of way or grant where the pipeline starts and ends in the county or parish, as reflected by Grantor's records. The easement, right of way or grant is described more fully in the Exhibit. If no ending tract or point appears, the pipeline is located on land described in one easement or instrument.
Ending Tract:

Approx. Starting Point in County: The descriptions are those of the easement, right of way or grant described as starting tract or ending tract. In most cases, the description is approximately accurate to a quarter section or the substantial equivalent thereof. The description may be approximate.
Approx. Ending Point in County:

The information shown in Part II is intended as a general description or identification of the pipeline for purposes of the Conveyance and is not intended to limit the Conveyance. Reference is made to the actual pipeline as located on the ground for all purposes.

5. Format of Part V

Heading: Identification of Part V. The state.

Jurisdictions: List of counties, parishes or recording jurisdictions to which reference is made in IA4b of the Conveyance.

**EXHIBIT A
PART V**

(Jurisdictions)
to

General Conveyance, Assignment and Bill of Sale
from
Enron Corp., as Grantor
in favor of
Northern Natural Gas Company, as Grantee

The following counties in the State of Nebraska:

- Burt
- Butler
- Cass
- Colfax
- Cuming
- Dakota
- Dixon
- Dodge
- Douglas
- Fillmore
- Gage
- Jefferson
- Johnson
- Lancaster
- Nemaha
- Otoe
- Pawnee
- Platte
- Polk
- Richardson
- Saline
- Sarpy
- Saunders
- Seward
- Thurston
- Washington
- Wayne

97-03338

Filed For Record FEB 24-1997 at 2:10 P
Instrument # 97-03338
Lloyd J. Dowding Register of Deeds Sarpy Cty, NE

Counters lip
Verify NO
D.E. lip
Proof lip
Fee \$ 40.50
Ck
Cash
Chg MDA

**THIS PAGE ADDED FOR
RECORDING INFORMATION**

**LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE #1109 - PAPILLION, NE 68046
PHONE: (402)593-5773 FAX: (402)593-2338**

97-03338 H

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE, NEBRASKA,
a Municipal corporation,

Condemnor,

vs.

FRANK H. PRUCKA, JR., Trustee
of the Margaret D. Prucka
Living Trust; WENDELL G.
HEATON, and HELEN L. HEATON,
husband and wife; FIRST
NATIONAL BANK OF BELLEVUE,
Trustee and Beneficiary,
RICH JAMES, in his official
capacity as Sarpy County
Treasurer, JOHN POORE and
RODNEY A. ISKE,

Condemnees.

DOC. M4 NO. 119

RETURN OF APPRAISERS

FILED
SARPY COUNTY COURT
97 FEB 21 PM 3:25

TO THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA:

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us by the Sheriff or Deputy Sheriff of Sarpy County, Nebraska on the ___ day of January, 1997, and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein, sought to be appropriated by the City of Bellevue, Nebraska, and also other property of the condemnees alleged damaged thereby and did hear all parties interested therein in reference to the amount of damages sustained after we so inspected and viewed the property herein described and thereafter did assess the damages that the condemnees have sustained or will sustain by such appropriation of the property herein described for the extension and expansion of the City of Bellevue sanitary sewer system and also damage to such other property of the condemnees as in our opinion, was damaged by the appropriation of the property herein described:

NOW, THEREFORE, we as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the taking of temporary and permanent easements to the said property or any interest therein for the extension and expansion of the City of Bellevue sanitary sewer system, in the amount of:

Award to be distributed as follows:

To: Frank H. Prucka, Jr., Trustee of the Margaret D. Prucka Living Trust \$ 27,922⁰⁰

John Poore \$ -0-

Sarpy County Treasurer \$-0-

TOTAL AMOUNT AWARDED FOR PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN EXHIBIT "A"

\$ 27,922⁰⁰

Award to be distributed as follows:

To: Wendell G. Heaton and Helen L. Heaton \$ 4,333⁰⁰

Rodney A. Iske \$ -0-

First National Bank of Bellevue, Trustee and Beneficiary \$-0-

Sarpy County Treasurer \$-0-


TOTAL AMOUNT AWARDED FOR PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT DESCRIBED IN EXHIBIT "B"

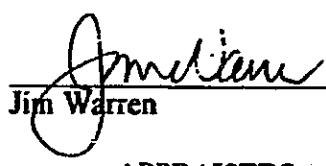
\$ 4,333⁰⁰

All of which is hereby respectfully submitted.

Dated this 21 day of February, 1997


Carl J. Kreisinger


Daniel L. Wilder


Jim Warren


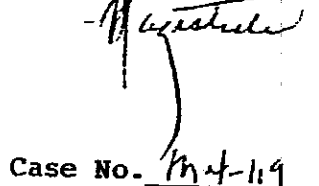
APPRAISERS

Subscribed and sworn to before me this 21 day of Feb, 1997.




Notary Public

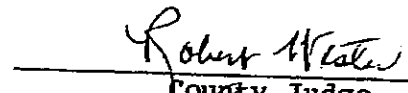
My Commission Expires:

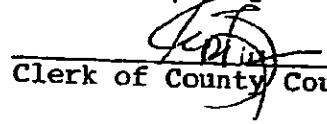


Case No. M-119

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

I, the Judge of the County Court in and for said county, do hereby certify that I have compared the foregoing copies 7 (pages), with the original thereof now remaining on file and of record in this Court, and that the same is a correct transcript therefrom, and of the whole of such original:

Dated 2-21-97


County Judge


Clerk of County Court

SEAL

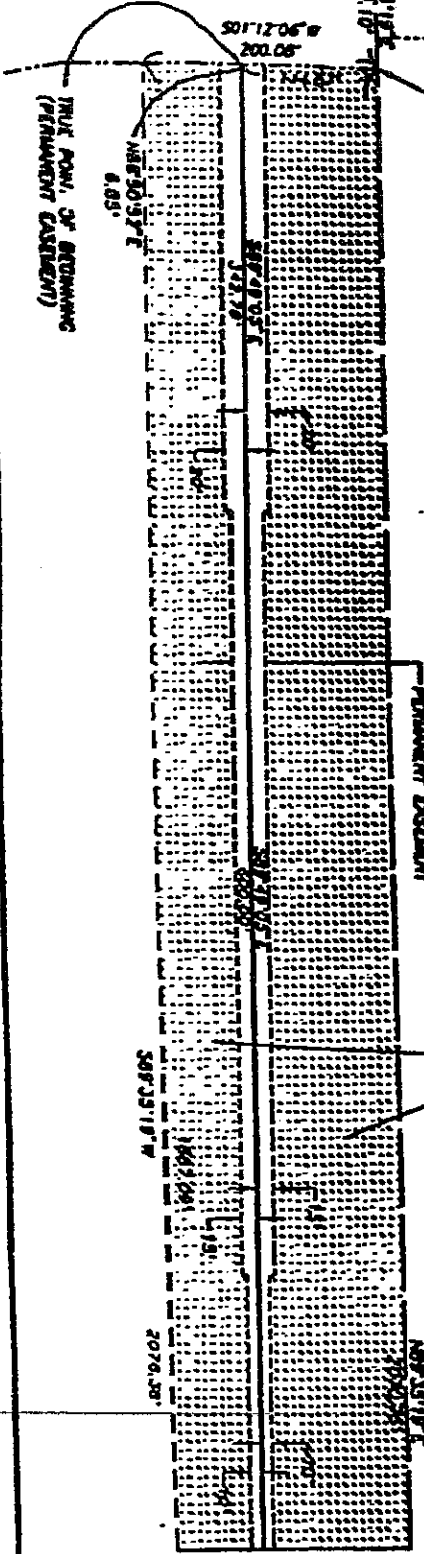
97-03338 D

A.

WEST 1/4 SW 1/4 SEC 16

HWY 73-75

SUR COR. NW 1/4 SEC. 16-13-13



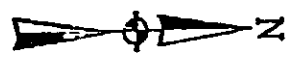
TRUE POINT OF BEGINNING (PERMANENT CASEMENT)

PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

FRANK PRUCKA, ETAL.

2105.67'



MATCH LINE-SEE SHEET 2 OF 3

TEMPORARY CONSTRUCTION EASEMENT

(PART A)

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW 1/4 THENCE ALONG THE SOUTH LINE OF SAID NW 1/4, N89°25'18"E, 113.10 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID SOUTH LINE, S89°25'18"E, 2870.78 FEET THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N01°17'00"E, 2026.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 73-75; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N01°17'00"E, 200.00 FEET TO THE TRUE POINT OF BEGINNING;

(PART B)

ALSO, COMMENCING AT THE SOUTHWEST CORNER OF SAID NW 1/4, THENCE ALONG THE SOUTH LINE OF SAID NW 1/4, N89°25'18"E, 2105.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE BEING 50 FEET MORE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED: N89°25'18"E, 200.00 FEET THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF FARMER ROAD AND THE REMAINS OF THE DESCRIBED ALMS CONTAIN A COMBINED AREA OF 1.07 ACRES (317.237 SQ. FT.), MORE OR LESS, WHICH ENCLOSES THE ABOVE DESCRIBED PERMANENT CASEMENT

ALSO, A TRACT OF LAND BEING 10 FEET MORE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED: COMMENCING AT THE SOUTHWEST CORNER OF SAID NW 1/4, THENCE ALONG THE SOUTH LINE OF SAID NW 1/4, N89°25'18"E, 113.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 73-75; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, S01°12'00"W, 114.57 FEET; THENCE S89°25'18"E, 1856.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°10'55"W, 60.63 TO THE REMAINS OF THE DESCRIBED ALMS CONTAIN A COMBINED AREA OF 2.16 ACRES (94,083 SQ.FT.), MORE OR LESS.

THE ABOVE DESCRIBED TRACTS CONTAIN A COMBINED AREA OF 2.16 ACRES (94,083 SQ.FT.), MORE OR LESS.

8/1/3

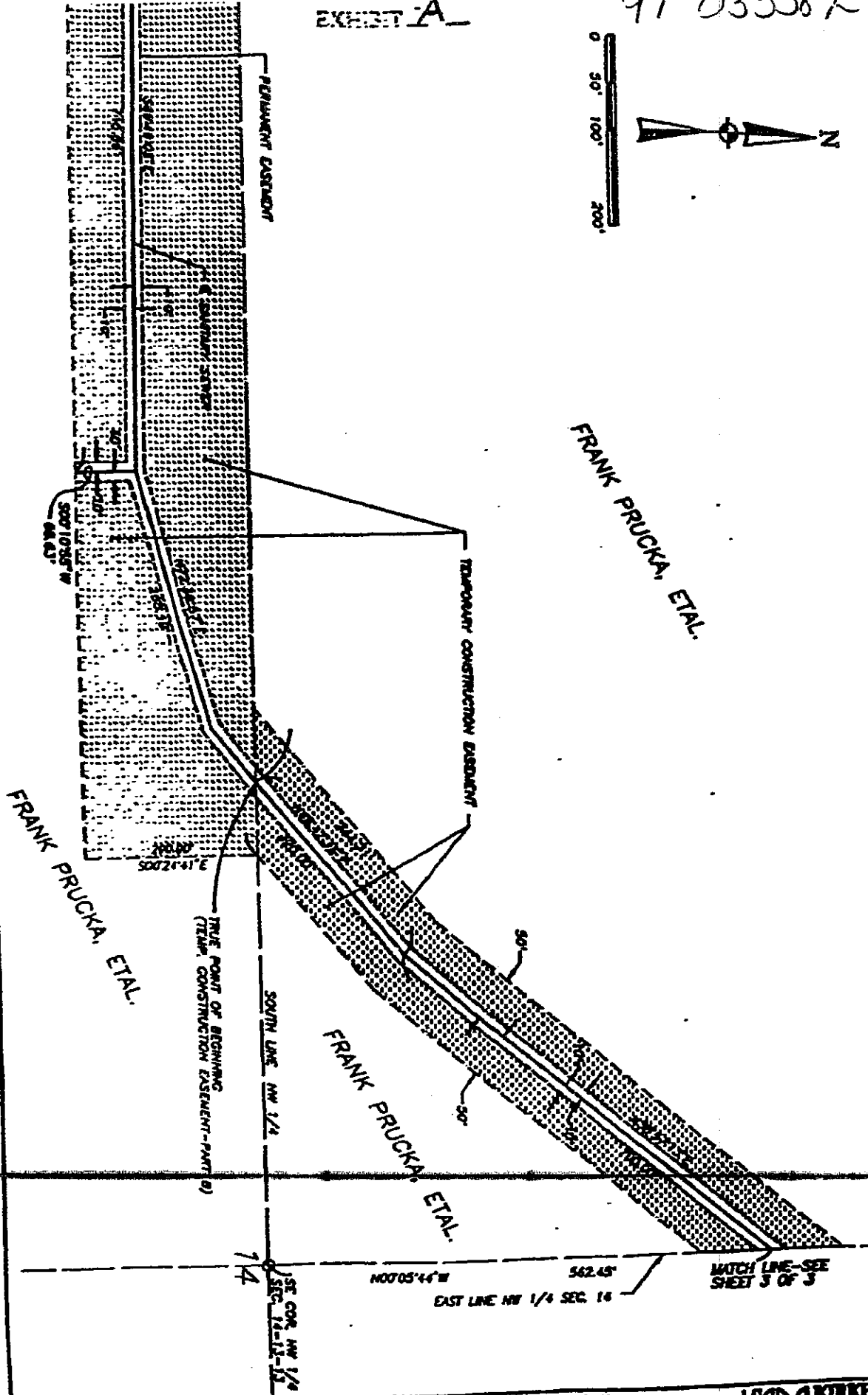
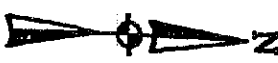
LAPLATE INTERCEPTOR SEWER (PHASE I)

EASEMENTS
CHECK FOR A RECORD, ETC.

KIRK MICHA CONSULTING ENGINEER

97-03338 K

EXIST A



27

LAPLATE INTERCEPTOR SEWER (PHASE II)

CASEMENS
BY: FRANK & PHILIP, C.E.



B

WEST PROPERTY LINE

PERMANENT EASEMENT

A TRACT OF LAND BEING A PART OF THE SW 1/4 OF SECTION 11, T.15N. R.15E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND BEING 10 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW 1/4; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4, S89°24'45"W (ASSUMED BEARING), 64.34 FEET TO THE TRUE POINT OF BEGINNING; THENCE N40°12'44"W, 72.49 FEET; THENCE N88°04'23"W, 469.22 FEET; THENCE S89°41'37"W, 596.62 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE AND THE TERMINUS OF THIS DESCRIPTION; EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE DEDICATED RIGHT OF WAY OF FARMVIEW ROAD, CONTAINING A TOTAL AREA OF 0.53 ACRE (23,017 SQ. FT.), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

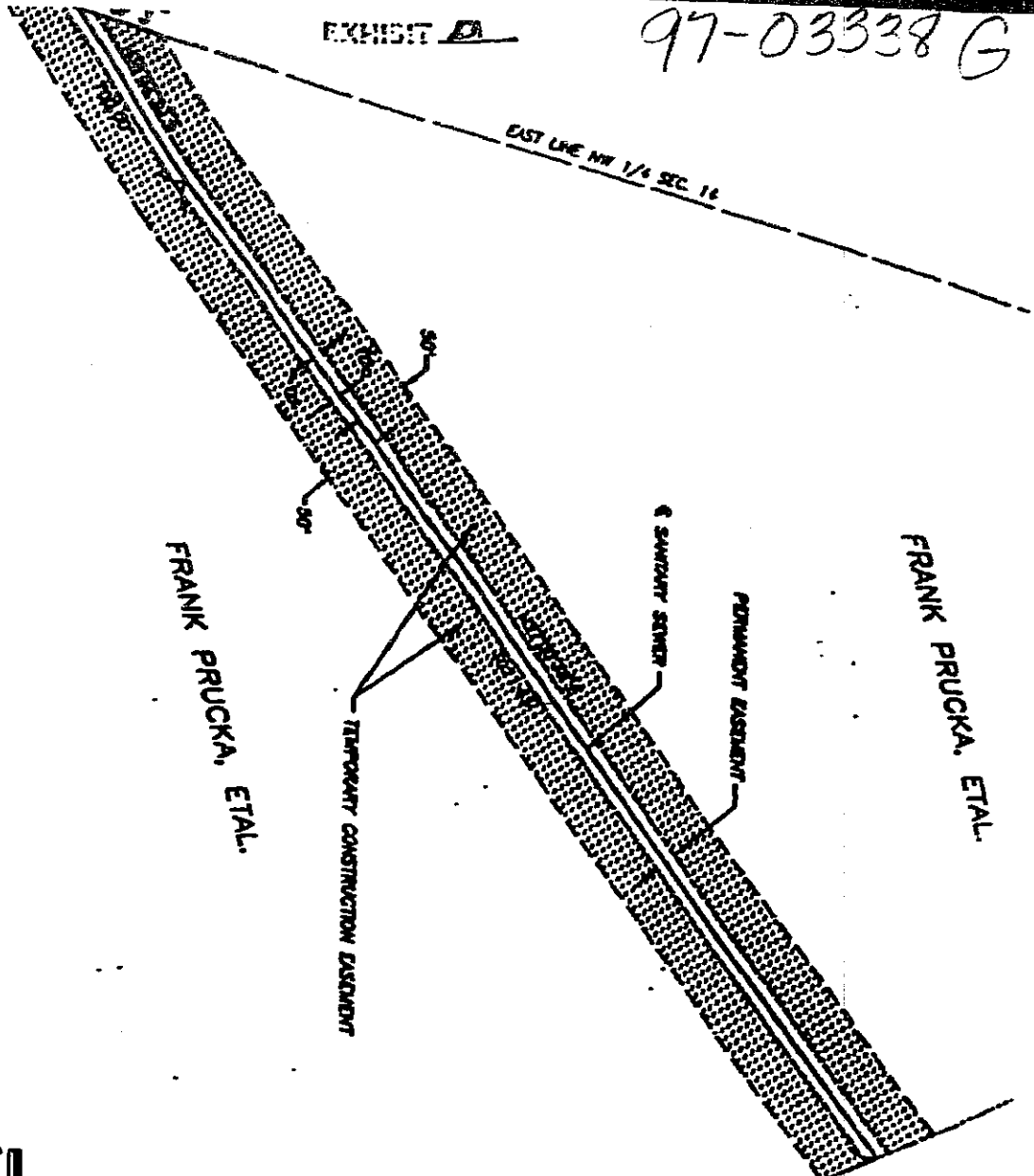
BEGINNING AT THE SOUTHWEST CORNER OF SAID SW 1/4; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4, S89°24'45"W, 74.74 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FARMVIEW ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N37°52'37"W, 41.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID FARMVIEW ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S89°24'45"W, 1095.73 FEET TO A POINT ON THE WESTERLY PROPERTY LINE; THENCE ALONG SAID WESTERLY PROPERTY LINE, N01°09'22"W, 120.01 FEET; THENCE N89°24'45"E, 1131.20 FEET TO A POINT ON THE EASTERLY PROPERTY LINE; THENCE ALONG SAID EASTERLY PROPERTY LINE, S37°52'37"E, 192.33 FEET TO A POINT ON THE SOUTH LINE OF SAID SW 1/4; THENCE ALONG SAID SOUTH LINE, S89°24'45"W, 50.90 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA 2.81 ACRES (122,280 SQ. FT.), MORE OR LESS, AND EXCLUDING THE AREA RESERVED BY PERMANENT EASEMENT.

WENDELL & HELEN
HEATON

PERMANENT EASEMENT

PAPILLION DRAIN
EASTERLY PROPERTY LINE

EAST LINE NW 1/4 SEC. 16



FRANK PRUCKA, ETAL.

FRANK PRUCKA, ETAL.

TEMPORARY CONSTRUCTION EASEMENT

SANITARY SEWER

PERMANENT EASEMENT

0 50' 100' 200'



FAIRVIEW ROAD

(ABANDONED MISSOURI-PACIFIC R.R. R/W)
SARPY COUNTY

APILION DRAINAGE DISTRICT

U.P.R.R.

LAPLATE INTERCEPTOR
SEWER (PHASE 0)

CASCADES
ENGINEERING & ARCHITECT, INC.



DATE: 11/19/97
BY: S/S/2

Miscellaneous Record No. 14

REPORT OF APPRAISERS
RD 291.90

Filed November 19, 1950 at Omaha, Neb.

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA
Victor H. Schmidt
County Clerk

IN THE MATTER OF THE APPLICATION OF EASTERN NEBRASKA PUBLIC POWER DISTRICT, A PUBLIC CORPORATION, TO CONDEMN CERTAIN LAND IN SARPY COUNTY, NEBRASKA FOR THE PURPOSE OF ACQUIRING A RIGHT OF WAY TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION LINE.
EASTERN NEBRASKA PUBLIC POWER DISTRICT, a Public Corporation,
Applicant

REPORT OF APPRAISERS

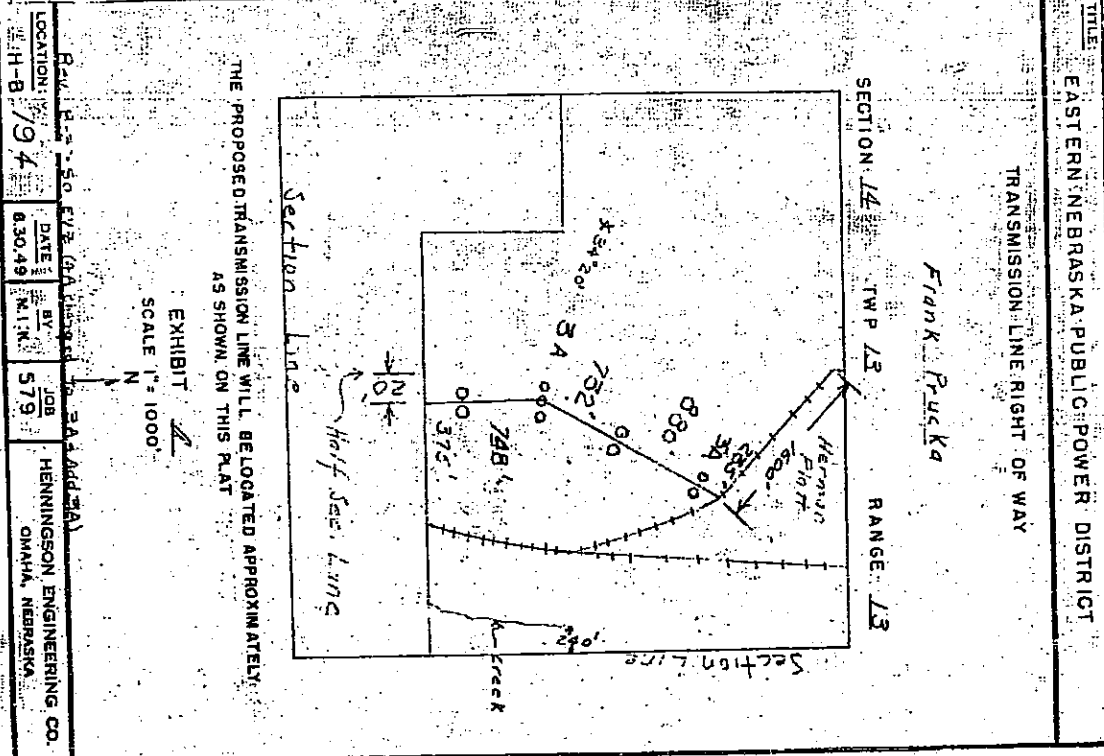
vs

FRAK H. PRUCKA and MARGARET PRUCKA, husband and wife; LIVESTOCK NATIONAL BANK OF OMAHA,
Defendants

Come now the undersigned Appraisers, duly appointed in the above entitled proceedings to assess the damages that have been sustained by the owners and other persons interested in said premises, and do hereby respectfully report that upon subscribing the oath at the time and place appointed by the Court, and as required by law, we proceeded in a body to view the lands in the respective tracts involved herein and there fully informed ourselves in said matter, and heard the evidence as offered by interested parties, and being fully advised in the premises, we do hereby find, fix, and assess the damages sustained by reason of the appropriation of a permanent easement and right of way for the construction, operation and maintenance of applicant's electric transmission line on and across the tracts of land described in the plats of said lands attached hereto, made a part hereof and incorporated herein and marked Exhibits, "A" for reference.

Erie P. Brown
Jay R. Mainwright
Guy T. Tate
Taylor Jarman
William C. Plambeck

Total Damage to said tract of land 1300.00
Mr. Achen, Tenants Damage (1yr lease) 830.00.



Rev. R. E. 50 EYE OF A...
LOCATION: T. 13 R. 13 S. 14
DATE: 8-30-49
BY: M. I. N.
JOB: 575
HENNINGSON ENGINEERING CO.
OMAHA, NEBRASKA

TITLE
EASTERN NEBRASKA PUBLIC POWER DISTRICT

STATE OF NEBRASKA
COUNTY OF SARPY

CERTIFICATE OF COUNTY JUDGE TO REPORT OF APPRAISERS

I, Victor H. Schmidt, County Judge in and for Sarpy County, Nebraska hereby certify that the above and foregoing is a true and correct copy of the award of the appraisers heretofore appointed to act in the above entitled matter as the same appears in the files and records of my said office and hereby transmit the same to the County Clerk of Sarpy County, Nebraska, for record in the manner provided by law.

Witness my hand and the Seal of the County Court of Sarpy County, Nebraska, this 14 day of November, 1950.

VICTOR H. SCHMIDT
County Judge

SARPY COUNTY, NEBRASKA

KNOW ALL MEN BY THESE PRESENTS:

15-379
476-2

Paul Frank H. Frucha and Margaret D. Frucha, his wife, of the County of DeWitt and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per acre and receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and a balance of which is to be paid when and as the location of pipe line over a path through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements of the contract as hereinafter set out and expressed, do hereby GRANT, REMISE and RELEIGN unto BENTON NATURAL GAS COMPANY, a Federal Corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate a gas line, and to encumber the same, over and through the following described lands and improvements thereon belonging to them, situated within and contained in the County of DeWitt, the State of Nebraska, to-wit:

Block One-half (1/2) of Northeast Quarter (NE 1/4) of Section Twentyfour (24) and the Northeast Quarter (NE 1/4) of the Section of Range 147 and Township 21 North, Range 147 East of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 21, Range 147.

To HAVE AND TO HOLD unto said BENTON NATURAL GAS COMPANY, its successors or assigns, an easement and right of way for the purpose of the pipe line, and to encumber the same, shall be provided, together with the right of ingress to and egress from said pipe line, for the purpose of construction, operation, repair or maintenance of said pipe line the property of the grantor hereinbefore, and the receipt therefor, in whole or in part, of the amount in full of the consideration of the parties hereto, and of the amount of taxes, or title insurance, levied upon any part or portion of the parties hereto, and of any other taxes, levied upon any part or portion of the parties hereto, to and to the extent of the amount of such taxes, shall be the right of the grantor to and the lien for the purchase price of the same.

As a further consideration of this grant, the grantor hereinbefore do hereby covenant as follows:

(1) That this grant shall be limited to the construction, operation, repair or maintenance of a pipe line.

(2) That the easement shall be subject to the provisions of the contract as hereinbefore set out, and to the provisions of the contract as to the location of the pipe line. The location of the pipe line shall be a straight line, and shall be located so that the center of the pipe line shall be parallel to the center of the Northeast Quarter (NE 1/4) of the Section of Range 147 and Township 21 North, Range 147 East of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 21, Range 147.

(3) That the easement shall be subject to all laws, rules, regulations and orders of the State of Nebraska.

(4) That the easement shall be subject to the provisions of the contract as to the location of the pipe line.

(5) That the grantor shall be bound to execute and deliver to the grantee hereinbefore all such instruments as may be required for the purpose of the construction, operation, repair or maintenance of said pipe line, and shall be bound to execute and deliver to the grantee hereinbefore all such instruments as may be required for the purpose of the construction, operation, repair or maintenance of said pipe line, and shall be bound to execute and deliver to the grantee hereinbefore all such instruments as may be required for the purpose of the construction, operation, repair or maintenance of said pipe line.

(6) That the grantor shall be bound to execute and deliver to the grantee hereinbefore all such instruments as may be required for the purpose of the construction, operation, repair or maintenance of said pipe line, and shall be bound to execute and deliver to the grantee hereinbefore all such instruments as may be required for the purpose of the construction, operation, repair or maintenance of said pipe line.

15-379 50 8 A. 1.00

IN THE COUNTY COURT OF SARGY COUNTY, NEBRASKA

In the Matter of the Petition of
OMAHA PUBLIC POWER DISTRICT, a
Public Corporation of Omaha,
Nebraska, to locate a transmission
line across lands in Sargy County,
Nebraska, by means of poles for the
purpose of constructing, operating
and maintaining a high voltage trans-
mission line for the transmission of
electricity.

FILED IN CASE NO. 157

17-13

OMAHA PUBLIC POWER DISTRICT,
a public corporation.

vs.

vs.

REPORT OF APPRAISERS

HARRY RAIN, IVY D. RAIN, MARGARET
RAIN, ELZA ELAINE RAIN, IRA D.
RAIN, LAWRENCE IRON, ANNA IRON,
DONALD IRON, MARJORIE IRON, FRANK H.
FRICKA, MARGARET D. FRICKA, HOMER
AKIES, THELMA AKIES, LIVERFOCK
NAT'L BANK, EDWARD RAIN, KEITH
WILLIAMS, LEGNA WILLIAMS,

Defendants.

COME NOW the undersigned appraisers, duly appointed in
the above-entitled proceedings to assess the damages that have
been sustained by the owners and other persons interested in said
premises, and do hereby respectfully report that upon subscribing
the oath at the time and place appointed by the Court, and as
required by law, we proceeded in a body to view the lands involved
and designated as Parcel No. 2 and Parcel No. 3 in the Petition
herein, these proceedings as to Parcel No. 1 and Parcel No. 4
having previously been dismissed by the court, and there
heard the evidence offered by the interested parties; and we, at the
request of Mr. Rudolph Teser, attorney appearing before us for all
of the defendants herein then recessed our hearing until 9:00 A.M.,
February 27, 1954, at which time at the Sargy County Court House
we heard additional evidence and arguments of counsel offered and
presented by interested parties, and being fully advised in the
premises, we do hereby find, fix and assess the damages described

Entered in Numerical Index Record in the Register of Deeds Office of Sargy County, Nebraska
this 27 day of February 1954 at 11:15 A.M. Clerk of Sargy County, Nebraska

by reason of the...
right of way for the...
settlement...
of land...
to as Parcel No. 2 and Parcel No. 3, which are also...
described in the plans of said lands attached hereto, with a part
hereof and incorporated hereto and shown Exhibit "A" for reference:

Parcel No. 2

Total damages to said parcel of land \$5127.00

Owners: Lawrence Lake and Anna Lake

Tenants: Donald Lake and Marion Lake

Parcel No. 3

Total damages to said parcel of land \$4635.00

Owners: Frank H. Frutka and Margaret Frutka

Tenants: Homer Alina and Thelma Alina

Mortgages: Livestock Nat'l Bank

DATED at Papillion, Nebraska, this 27th day of February,

1934

JOSEPH M. MORGAN

LESTER HAUSCHILD

TAYLOR JARMAN



PROPOSED
 OMAHA PUBLIC POWER DISTRICT
 3 ϕ 66000 VOLT ELECTRIC LINE
 OVER PROPERTY OF

LAWRENCE W. TIMMISKE

A PARCEL OF LAND IN THE SOUTH $\frac{1}{4}$ OF THE S.E. $\frac{1}{4}$
 SECTION 14 AND IN THE N.E. $\frac{1}{4}$ AND THE NO. $\frac{1}{2}$ OF
 THE S.E. $\frac{1}{2}$ SECTION 23, T13N-R13E

- LEGEND -

- APPROXIMATE CENTER LINE 3 ϕ 66000 VOLT LINE
- APPROXIMATE LOCATION 2 POLE H-FRAME
- APPROXIMATE LOCATION PROPOSED ANCHORS

FILE - 11400 PARCEL NO 2 EXHIBIT - A