

EASEMENT

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual right, easement and authority to survey, construct, reconstruct, operate and maintain its high voltage electric transmission lines, with all poles, crossarms, cables, wires, guys, supports and other fixtures and appliances on the terms and conditions set forth, over, upon, along and above the property herein described.

CONSIDERATIONS: Eighteen Hundred and no/100 dollars (\$ 1,800.00).

PROPERTY DESCRIPTION AND APPROXIMATE CENTERLINE OF EASEMENT (as scaled from aerial photographs): The Northwest Quarter (NW 1/4) and the West One Half of the Northeast Quarter (W 1/2 of NE 1/4) lying West of Railroad Right-of-way, all in Section 14, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Centerline description is indicated on the attached Exhibit "A" which is hereby made a part of this Easement.

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
day March 19 60 at 10 A.M., Esther Ruff, County Clerk. \$ 2 25

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of surveying, constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within ~~20 feet~~ ^{25 feet} of the centerline of the District's transmission line, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said transmission line in breaking off and falling over or against said transmission line. All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees; within ~~25 feet~~ ^{25 feet} on either side of said centerline.

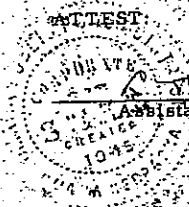
The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in triplicate this 8th day of January, 19 60.

W. W. Winters 1/16/60
Ralph W. Shaw 1/8/60
W. S. Sondstrom 1/16/60

Frank H. Prucka
Frank H. Prucka
Margaret D. Prucka
Margaret D. Prucka
Grantor



ATTEST
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT
Assistant General Manager

45-683

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 13 day of December, 1972, between Frank H. Prucka and Margaret D. Prucka, husband and wife, hereinafter referred to as Grantors, and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as Grantee, WITNESSETH:

That the Grantors, in consideration of the sum of SIX Thousand Dollars, (\$6,000.00), receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, a pipeline for the transportation of water, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

Permanent Easement

Beginning at a point on the East right-of-way line of State Highway 73-75, said point being One Hundred Thirteen and One-tenth (113.1) feet East of the West line of Section Fourteen (14), Township Thirteen (13) North, Range Thirteen (13) East and Two Hundred Twenty-two (222) feet South of the quarter-section line of Section Fourteen (14), Township Thirteen (13) North, Range Thirteen (13) East of the 6th R.M., in Sarpy County, Nebraska; thence East along a line Two Hundred Twenty-two (222) feet South and parallel to the quarter-section line of said section a distance of Three Thousand Eight Hundred Sixty (3,860) feet to the West right-of-way line of County Road F-9; thence South a distance of Thirty-three (33) feet along said right-of-way line; thence West along a line Two Hundred Fifty-five (255) feet South and parallel to the quarter-section line of said section a distance of Three Thousand Eight Hundred Sixty (3,860) feet to the East right-of-way line of State Highway 73-75; thence North along said right-of-way line a distance of Thirty-three (33) feet to the point of beginning, containing Two and Ninety-two One-hundredths (2.92) acres, more or less, all as shown on the plat attached hereto and made a part hereof.

Temporary Easement

Also a temporary construction easement upon an additional strip of land lying immediately South of and adjacent to the above described easement and being generally Three Thousand Eight Hundred Sixty (3,860) feet in length and Seventeen (17) feet in width, containing One and Five-tenths (1.5) acres, more or less, all as shown on the plat attached hereto and made a part hereof, during the period of construction and installation of said pipeline.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors agree that neither they nor their heirs or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

Rec'd 022861

2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee respecting the ownership, use, operations, extensions and connections to any water main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have executed this easement the day and year first above written.

Frank H. Prucka
Frank H. Prucka

Margaret D. Prucka
Margaret D. Prucka
Grantors

STATE OF NEBRASKA)
COUNTY OF Cass) ss

On this 19 day of December, 1972, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Frank H. Prucka and Margaret D. Prucka, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

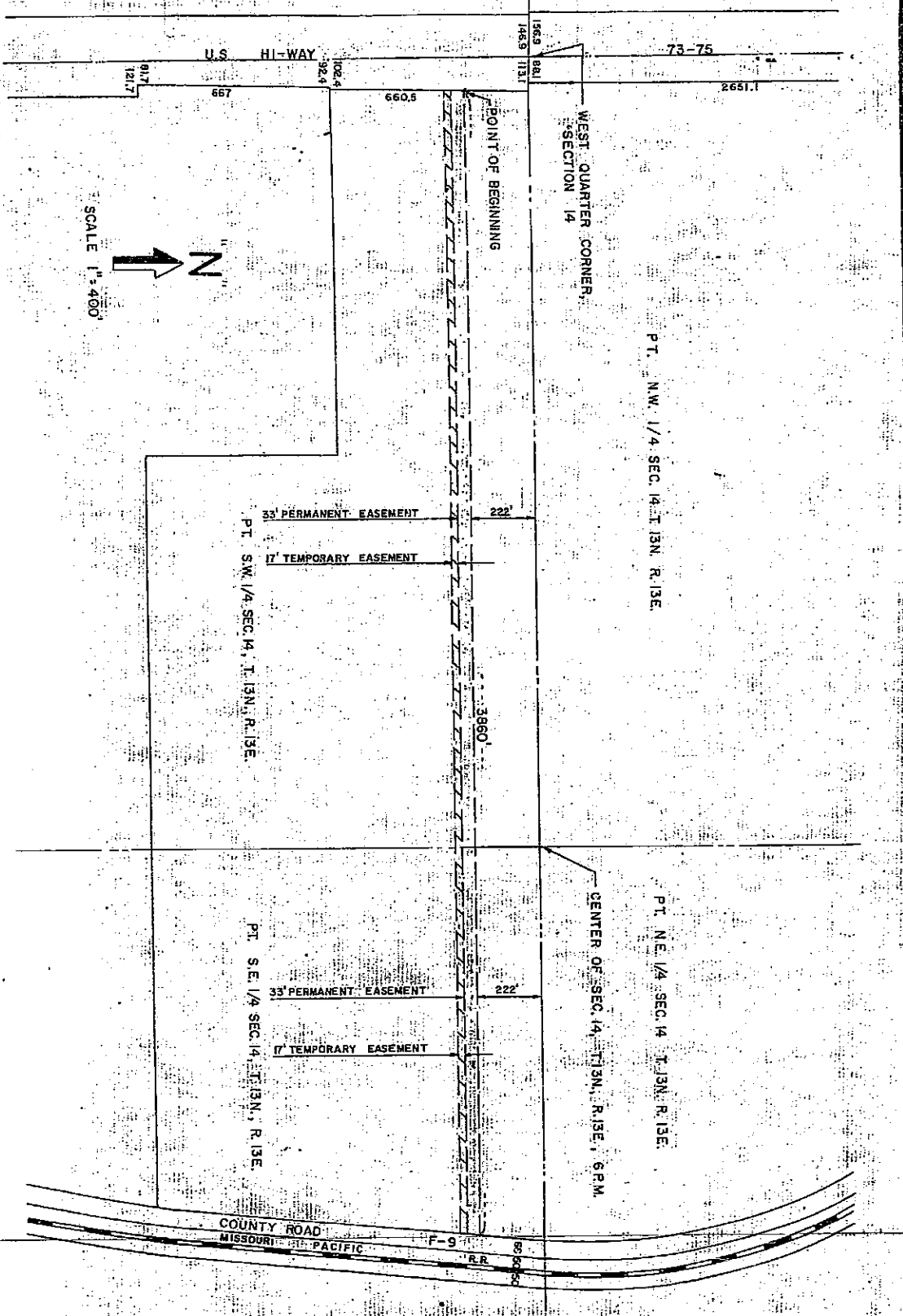


CLAUDINE R. COCHRAN
NOTARY PUBLIC - State of Neb.
My Commission Expires
September 27, 1976

Claudine R. Cochran
Notary Public

My commission expires the 27th day of September, 1976.

45-683D



SCALE 1" = 400'

N

DRAWN BY <u>A.F.</u> DATE <u>11-2-72</u> CHECKED BY <u>W.H.F.</u> DATE <u>11-2-72</u> APPROVED BY <u>CLV</u> DATE <u>11-2-72</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____	LEGEND TEMPORARY EASEMENT PERMANENT EASEMENT	TRACT NO. LAND OWNER FRANK H. BRUCKA, ET AL. LINEAL FEET 3860 + AREA PERMANENT 121,360 SQ. FT. TEMPORARY 65,620 SQ. FT. ACRES PERMANENT 2.92 TEMPORARY 1.50	EASEMENT ACQUISITION FOR W.C. - C. 4649	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
---	---	--	---	---

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 23 day of MAY, 1973, between FRANK H. PRUCKA, SR., and MARGARET PRUCKA, Husband and Wife, hereinafter referred to as "Grantors", and SANITARY AND IMPROVEMENT DISTRICT NO. 67, of Sarpy County, Nebraska, hereinafter referred to as "Grantee",

WITNESSETH:

That the Grantors, in consideration of the sum of FORTY FIVE HUNDRED Dollars (\$4500.00), and other valuable consideration; receipt of which is hereby acknowledged, do hereby grant to Sanitary and Improvement District No. 67 of Sarpy County, Nebraska, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, pipelines, and all appurtenances thereto, for the transmission of sewage, together with the right of ingress and egress to and from the same, on, over and through the lands described as follows:

PERMANENT EASEMENT

A 20 foot permanent sanitary sewer easement located in Section 14 T13N R13E of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the SE corner of the S 1/2 of the NW 1/4 of the SW 1/4 of said Section 14; thence N 89° 45' 13" E (assumed bearing) on the north line of the SE 1/4 of the SW 1/4 of said Section 14, 175.98 feet to the point of beginning; thence N 14° 09' 33" E, 1165.13 feet; thence N 80° 54' 13" E, 102.36 feet; thence N 61° 06' 48" E, 334.45 feet; thence N 45° 35' 48" E, 300.06 feet; thence N 37° 05' 28" E, 1637.17 feet to a point on the Southerly R.O.W. line of County Road No. H-9, together with a 75-foot permanent sanitary sewer easement described as follows: Commencing at the SE corner of the S 1/2 of the NW 1/4 of the SW 1/4 of said Section 14; thence N 89° 45' 13" E (assumed bearing) on the north line of the SE 1/4 of the SW 1/4 of said Section 14, 175.98 feet; thence N 14° 09' 33" E, 1165.13 feet; thence N 80° 54' 13" E, 102.36 feet; thence N 61° 06' 48" E, 334.45 feet; thence N 45° 35' 48" E, 300.06 feet; thence N 37° 05' 28" E, 1637.17 feet to a point on the Southerly R.O.W. Line of County Road No. H-9; thence N 37° 54' 33" W on said Southerly R.O.W. Line 10.35 feet to the point of beginning; thence continuing N 37° 54' 33" W on said R.O.W. Line, 444.09 feet; thence S 52° 05' 27" W, 75.0 feet; thence S 37° 54' 33" E, 464.17 feet; thence N 37° 05' 28" E, 77.64 feet to the point of beginning.

TO HAVE AND TO HOLD said easement and right of way unto Sanitary and Improvement District No. 67 of Sarpy County, its successors and assigns, forever.

Also, a temporary easement for construction purposes relating to the foregoing, described as follows:

TEMPORARY EASEMENT

A 50-foot temporary construction easement located in Section 14 T13N R13E of the 6th P.M., Sarpy County, Nebraska, the center line of which is described as follows: Commencing at the SE corner

Rec # 028292

NB 60501-1

PIPELINE EASEMENT

46-755

KNOW ALL MEN BY THESE PRESENTS:

That Frank H. Prucka and Margaret Prucka H & W

hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of _____ and other valuable considerations, the receipt of _____ Dollars (\$ _____) of which is hereby acknowledged, does hereby grant, convey and warrant unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, having its principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, ~~or pipelines~~, and appurtenances thereto, on, over, under, across and through a strip of land Forty feet (40') in width across the following described land situated in the County of Sarpy and State of Nebraska, to-wit:

North one-half Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) Section Fourteen (14) Township Thirteen(13) North, Range Thirteen(13) West.,

Strip to be from Northern's existing 2" pipeline, south-southwest to the north property line of Normandy Hills Inc. property, a distance of approximately 400 feet.

FILED FOR RECORD 12-13-73 AT 2:00 P.M. IN BOOK 46 OF Miss. Recs.
PAGE 755 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEB, 625

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, together with the right of ingress to and egress from said land across the adjacent property of the Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing, or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

It is further agreed as follows:

1. That the balance of the consideration due from Grantee to Grantor (if any) shall be paid when the Grantee's first pipeline is constructed.
2. That during construction or removal of any pipeline the Grantee may utilize an additional strip of land not more than _____ feet (_____) in width on each side of the easement strip referred to above for working space only.
3. That during construction the Grantee will bury all line pipe to provide a minimum cover of 36 inches except in rock where a minimum cover of 21 inches will be provided.
4. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by the construction, maintenance or operation of the Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's facilities.
5. That Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.
6. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

File # 032915 ✓

46-755A

7. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's first pipeline, and shall thereupon be established as being Twenty feet on the west side and Twenty feet on the east side of the centerline thereof.

~~That in the event that the Grantee or its assigns shall at any time construct one or more additional lines of pipe with its easement strip the then owner of the tract above described shall be deemed to have received by such construction of the pipe the same easement strip as if the same had been constructed by the Grantee or its assigns.~~

9. That the rights of the Grantee may be assigned in whole or in part.

10. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 2nd day of November, 1973.

Frank H. Prucka

Margaret Prucka

STATE OF Nebr.
COUNTY OF Darwin

On this 2nd day of November, A.D., 1973, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared FRANK A. PRUCKA & MARGARET PRUCKA whose address is _____ to me known to be the same persons named in and who executed the within and foregoing instrument, and acknowledged to me that they signed, executed and delivered said instrument as THEIR free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written.
September 27, 1976
My Commission Expires:

Claudine R. Cochran
413 B. B. B. B. B.
Address
Omaha, Nebr.

CLAUDINE R. COCHRAN
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 27, 1976

STATE OF _____
COUNTY OF _____

On this _____ day of _____, A.D., 197____, before me, a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared _____ whose address is _____ to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that _____ signed, executed and delivered said instrument as _____ free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written. (S E A L)

My Commission Expires:

Address

This instrument drafted by:
Northern Natural Gas Company
2223 Dodge Street
Omaha, Nebraska 68102

Robert L. Stumbo
R/W Agent

RIGHT-OF-WAY EASEMENT

Doc. No. 2.121(7)

R/W 0250

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 OMAHA 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, down guys, 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:

The West One-half of the Northeast Quarter ($W\frac{1}{2}$ NE $\frac{1}{4}$) lying West of railroad right of way, in Section Fourteen (14), Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska.

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 centerline: Beginning at a point in the centerline of that certain easement granted on February 6, 1954, and filed for record in Book 17 of Miscellaneous Records at Page 13 of the records in the Register of Deeds office, said point being approximately Fifty-five feet (55'), more or less, North of and approximately One Hundred Eighty feet (180'), more or less, East of the Southwest corner of aforesaid West One-half of the Northeast Quarter ($W\frac{1}{2}$ NE $\frac{1}{4}$); thence in a Northeasterly direction to a point in the centerline of that certain easement granted on November 15, 1950, and filed for record in Book 14 of Miscellaneous Records at Page 516 of the records in the Register of Deeds office. Also at the initial point of intersection described above, there shall be three (3) down-guys with ground anchors extending Northerly and Southwesterly ~~from the centerline~~ with Northeasterly and Southeasterly going line) for a distance of Seventy feet ~~from the centerline~~ down-guy with ground anchor extending in a Westerly direction (bisecting angle in line) for a distance of Sixty-five feet (65').

CONDITIONS:

- (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 burn, 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; 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; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.
- (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 24th day of July, 1985.

Estate of Frank H Prueck
By F H Prueck

09419

58-1521A

STATE OF

COUNTY OF

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

President of _____ 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 at _____ in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires: _____

STATE OF *Nebraska*

COUNTY OF *Douglas*

On this *24th* day of *July*, 19*85*, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Frank H. Prucka, Jr. administrator for estate of Frank H. Prucka

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be *his* voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

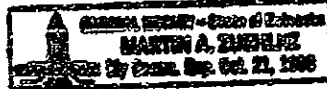
Martin A. Zuehlke
NOTARY PUBLIC

My Commission expires: _____

FILED SARPY CO., NE *10.50*
BOOK *58* OF *Misc. Rec.*
PAGE *1621*

1985 AUG -9 PM 12:43

Carl S. Hildebrand
REGISTER OF DEEDS



RECORDED IN
SARPY COUNTY POWER DISTRICT
1800 S. 10TH ST. - 68104
GARDNER, NE

Transmission Engineer _____ Date _____ Property Management _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

RIGHT-OF-WAY EASEMENT

Doc. No. 2.8A(32)

R/W 0250

50-1619

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 OMAHA 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, down guys, 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:

The West One-half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), lying West of railroad right of way; and Tax Lot Six (T.L. 6), lying West of railroad right of way, all in Section Fourteen (14), Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska.

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 centerline: Beginning at a point in the centerline of that certain easement granted on November 15, 1985, and filed for record in Book 14 of Miscellaneous Records at Page 516 of the records of the Register of Deeds office, said point being approximately Ninety feet (90'), more or less, South of and approximately Twenty-five feet (25'), more or less, East of the Northwest corner of aforesaid Tax Lot Six (T.L. 6); thence North along a line Twenty-five feet (25'), more or less, West of and parallel to the West line of said Tax Lot Six (T.L. 6) and said West One-half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) to a point in the centerline of that certain easement granted on March 6, 1954, and filed for record in Book 17 of Miscellaneous Records at Page 13 of the records of the Register of Deeds office. Also, a strip of land ten feet (10') in width being five feet (5') on each side of and parallel to the following centerline; beginning at the point of the last described point of intersection, thence in a Northeasterly direction (bisecting angle in line) for a distance of Sixty feet (60').

CONDITIONS:

- (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 burn, 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; 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; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.
- (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 24th day of July, 19 85.

Estate of Frank H. Prueckel
By F. H. Prueckel, Jr.

Rec'd

09417

57-17190

STATE OF
COUNTY OF

On this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and
for said County, personally came _____

President of _____
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 at _____
in said County the day and year
last above written.

NOTARY PUBLIC

My Commission expires: _____

STATE OF *Nebraska*
COUNTY OF *Douglas*

On this *24* day of *July*, 19*85*,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

*Frank H. Prucka, Jr. administrator
for estate of Frank H. Prucka Sr*

personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
his voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal the date above
written.

Martin A. Zuehlke
NOTARY PUBLIC

My Commission expires: _____



10.50
FILED SANBY CO., NE
BOOK *58* OF *Misc. Rec.*
PAGE *1619*

1985 AUG -9 PM 12: 43

Carl S. Hibel
REGISTER OF DEEDS

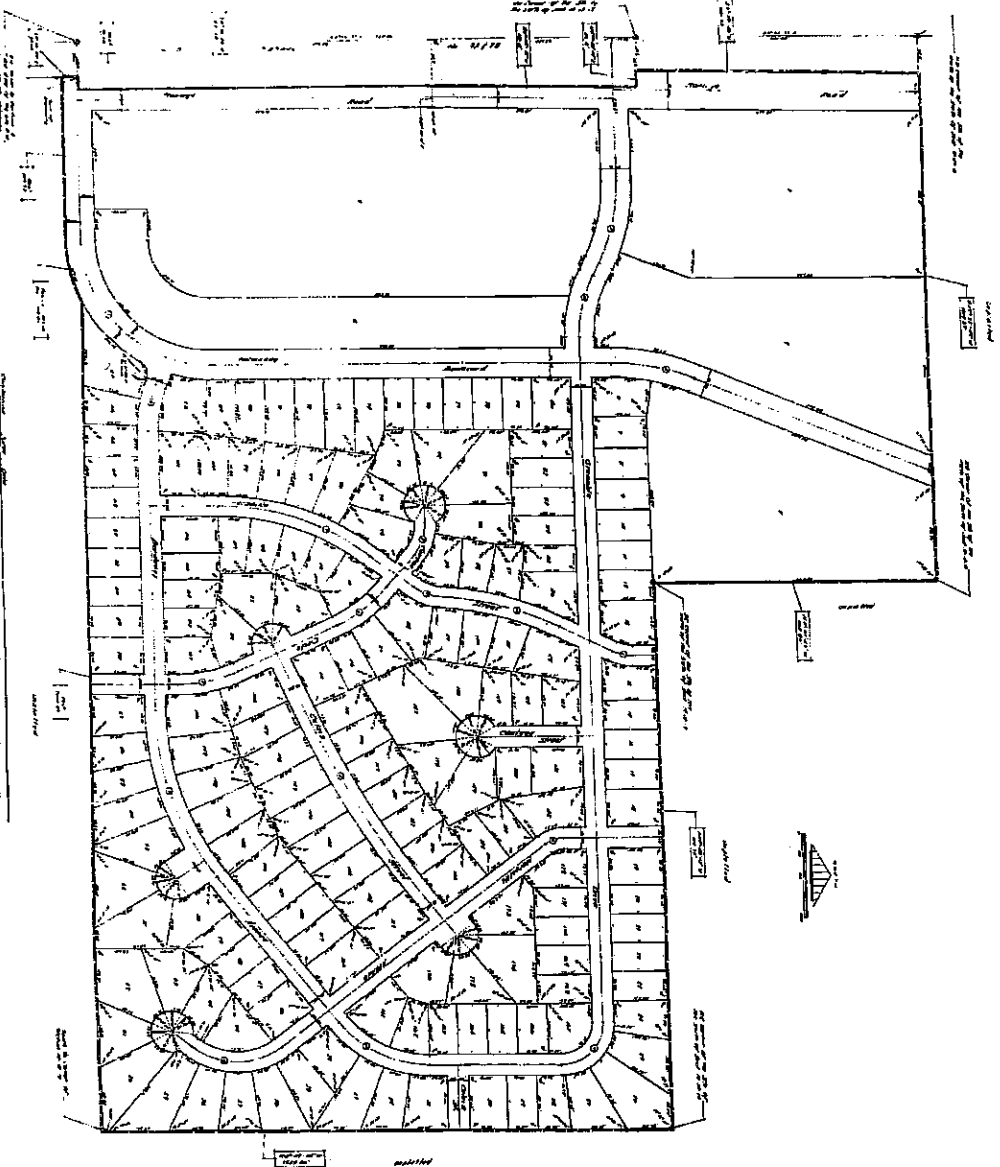
RETURN TO
OMAHA PUBLIC POWER DISTRICT
1001 HARLEY ST. RM. 401
OMAHA, NE 68102

Transmission Engineer _____ Date _____ Property Management _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

• NORMANDY HILLS •

This is a complete and final plat
 showing the subdivision of the State of Missouri, and part of the town of
 Normandy Hills, in the County of Jackson, State of Missouri.



Lot No.	Acres	Owner	Remarks
1	0.10	...	...
2	0.10	...	...
3	0.10	...	...
4	0.10	...	...
5	0.10	...	...
6	0.10	...	...
7	0.10	...	...
8	0.10	...	...
9	0.10	...	...
10	0.10	...	...
11	0.10	...	...
12	0.10	...	...
13	0.10	...	...
14	0.10	...	...
15	0.10	...	...
16	0.10	...	...
17	0.10	...	...
18	0.10	...	...
19	0.10	...	...
20	0.10	...	...
21	0.10	...	...
22	0.10	...	...
23	0.10	...	...
24	0.10	...	...
25	0.10	...	...
26	0.10	...	...
27	0.10	...	...
28	0.10	...	...
29	0.10	...	...
30	0.10	...	...
31	0.10	...	...
32	0.10	...	...
33	0.10	...	...
34	0.10	...	...
35	0.10	...	...
36	0.10	...	...
37	0.10	...	...
38	0.10	...	...
39	0.10	...	...
40	0.10	...	...
41	0.10	...	...
42	0.10	...	...
43	0.10	...	...
44	0.10	...	...
45	0.10	...	...
46	0.10	...	...
47	0.10	...	...
48	0.10	...	...
49	0.10	...	...
50	0.10	...	...
51	0.10	...	...
52	0.10	...	...
53	0.10	...	...
54	0.10	...	...
55	0.10	...	...
56	0.10	...	...
57	0.10	...	...
58	0.10	...	...
59	0.10	...	...
60	0.10	...	...
61	0.10	...	...
62	0.10	...	...
63	0.10	...	...
64	0.10	...	...
65	0.10	...	...
66	0.10	...	...
67	0.10	...	...
68	0.10	...	...
69	0.10	...	...
70	0.10	...	...
71	0.10	...	...
72	0.10	...	...
73	0.10	...	...
74	0.10	...	...
75	0.10	...	...
76	0.10	...	...
77	0.10	...	...
78	0.10	...	...
79	0.10	...	...
80	0.10	...	...
81	0.10	...	...
82	0.10	...	...
83	0.10	...	...
84	0.10	...	...
85	0.10	...	...
86	0.10	...	...
87	0.10	...	...
88	0.10	...	...
89	0.10	...	...
90	0.10	...	...
91	0.10	...	...
92	0.10	...	...
93	0.10	...	...
94	0.10	...	...
95	0.10	...	...
96	0.10	...	...
97	0.10	...	...
98	0.10	...	...
99	0.10	...	...
100	0.10	...	...



NOTICE TO THE PUBLIC: This plat is subject to the provisions of the Act of the General Assembly of the State of Missouri, passed at the regular session of 1901, and amended by the Acts of the General Assembly of the State of Missouri, passed at the regular sessions of 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100.

STATE OF MISSOURI,
 DEPARTMENT OF REVENUE,
 DIVISION OF TAXATION,
 ST. LOUIS, MISSOURI.

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

 Notary Public in and for the State of Missouri.

STATE OF MISSOURI,
 DEPARTMENT OF REVENUE,
 DIVISION OF TAXATION,
 ST. LOUIS, MISSOURI.

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

 Notary Public in and for the State of Missouri.

FILED FOR RECORDING AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF JACKSON, MISSOURI, ON THIS _____ DAY OF _____, 20____.

 Clerk of the Circuit Court.

RP
 REGISTERED PROFESSIONAL PLAT
 MISSOURI DEPARTMENT OF REVENUE
 DIVISION OF TAXATION
 ST. LOUIS, MISSOURI

9021403 ✓

45-593

PROTECTIVE COVENANTS

The undersigned, Normandy Hills, Inc., being the owner of the property described herein, in order to establish a uniform plan for the development thereof, and for the use and benefit of future owners thereof, does hereby declare the following covenants, easements and restrictions on the following described property, to-wit:

Lots Six (6) through Thirteen (13) inclusive, and Lots Nineteen (19) through One Hundred Seventy-Six (176) inclusive, in Normandy Hills, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

1. Said lots shall be used only for single family residential dwelling purposes, and for accessory structures incident thereto, except that any portion or portions of said real estate may be used for church, school, park, recreational, library, museum or other public or nonprofit purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned.

3. No Trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No house or residence dwelling built elsewhere shall be moved onto any of said lots.

No fences shall be erected unless and until written approval therefor is obtained from the undersigned, and no fences shall be permitted in the required front yard.

FILED FOR RECORD AT 2:05 P.M. IN BOOK 45 OF Misc Leads PAGE 593 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 56

2
Rec # 021556

45-593A

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within the premises above described or upon the streets thereof must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any land owner of the premises above described. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, and all public utilities companies now or hereafter operating within the premises, their successors and assigns, as provided in the recorded plat of Normandy Hills.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of Sarpy County.

All driveways constructed on any of said lots shall be constructed of concrete, asphaltic concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet. No such dwellings shall exceed two stories in height.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted, except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 6 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, and garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side-yards, rear yards, and front yards shall automatically be amended as to any lot for which any municipal board, commission, council or other authority having jurisdiction thereof shall, by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the undersigned, and all concrete brick must be painted. At least 25% of the front of each residence must be faced with brick or stone.

10. The front side and rear yards of all lots shall be sodded, and a pin oak tree not less than one inch in diameter shall be planted in the front yard of each residence when constructed, to be located 20 feet back from the curb.

45-5930

11. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan, and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading, and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the undersigned. The restrictions of this paragraph 11 shall terminate on June 30, 1977.

12. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

13. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

14. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential "For Sale" signs, not exceeding 2 feet by 2 feet in size, shall be permitted and, provided further, that such restriction as to signs shall not apply to signs erected by the undersigned or its agents in the development of Normandy Hills.

These covenants are to run with the land and shall be binding upon all present or future owners of all or any part of the lots herein mentioned, and persons claiming under them, for a period of 25 years from the date these covenants are recorded. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner or owners of any part of said real estate a cause of action and the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, and to recover damages therefore, and to seek and recover such other relief and remedies as law or equity allows.

16. Invalidation of any one or more of these covenants, by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, NORMANDY HILLS, INC., being the owner of all of the following described property, to-wit:

Lots Six (6) through Thirteen (13) inclusive, and Lots Nineteen (19) through One Hundred Seventy-Six (176) inclusive, in Normandy Hills, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Protective Covenants filed with respect to said property on October 20, 1972, and recorded in Book 45 of Miscellaneous Records at Page 593 in the office of the Register of Deeds of Sarpy County, Nebraska, as follows:

1. Paragraph 8(c) is hereby deleted, and the following is substituted therefor:

"8(c). All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 6 feet from side lot lines; and at least 25 feet from the rear lot line; except that the set back from the front lot line may be reduced to not less than 25 feet upon written permission from the undersigned, Normandy Hills, Inc., which permission shall be at the sole discretion of the undersigned. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, and garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building."

2. Paragraph 9 is hereby deleted, and the following is substituted therefor:

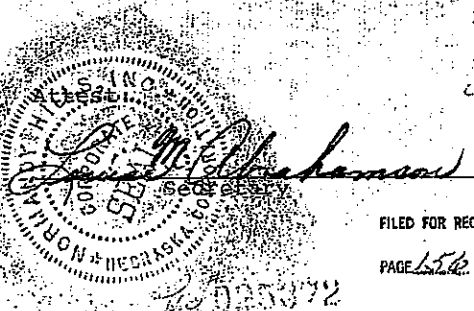
"9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the undersigned, and all concrete brick must be painted."

Except as so amended, the original Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, NORMANDY HILLS, INC., has caused these presents to be executed this 26 day of March, 1973.

NORMANDY HILLS, INC.

By Thomas W. Williams
President



46-156A

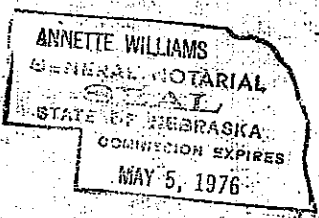
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26 day of March, 1973, before me a Notary Public in and for said County personally appeared Norman A. Abrahamson and Louise M. Abrahamson to me known to be the President and Secretary of Normandy Hills, Inc. and the identical persons who signed the above and foregoing Protective Covenants and acknowledged the execution thereof to be their free act and deed and the free act and deed of such corporation.

SUBSCRIBED and sworn to before me this 26 day of March, 1973.

Annette Williams

Notary Public



46-293

SECOND AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, NORMANDY HILLS, INC., being the owner of all of the following described property, to-wit:

Lots Six (6) through Thirteen (13) inclusive, and Lots Nineteen (19) through One Hundred Seventy-Six (176) inclusive, in Normandy Hills, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Protective Covenants filed with respect to said property on October 20, 1972, and recorded in Book 45 of Miscellaneous Records at Page 593 in the office of the Register of Deeds of Sarpy County, Nebraska, and as amended by Amendment to Protective Covenants filed March 30, 1973, and recorded in Book 46 at Page 156, as follows:

1. Paragraph 8(a) is hereby deleted, and the following is substituted therefor:

"8(a). Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1,100 square feet on the ground floor for a one-story house; 1,000 square feet on the ground floor for a one and one-half story house; 1,800 square feet above basement level for a two-story house; 1,100 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such house must enclose an inside ground area of not less than 1,100 square feet. No such dwellings shall exceed two stories in height."

2. Paragraph 9 is hereby deleted, and the following is substituted therefor:

"9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick, wood or stone, or such other coverings as may be approved by the undersigned, and all concrete brick must be painted."

3. Paragraph 10 is hereby deleted, and the following is substituted therefor:

"10. The front side and rear yards of all lots shall be sodded, and a tree not less than one inch in diameter shall be planted in the front yard of each residence when constructed, to be located 20 feet back from the curb."

FILED FOR RECORD 5-30-73 AT 11:00 A.M. IN BOOK 46 OF Misc. Rec. 47.50
PAGE 293 Carl L. Hibel REGISTER OF DEEDS, SARPY COUNTY NEB.

Spec # 170 ✓

46-293M

Except as so amended, the original Protective Covenants as heretofore amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, NORMANDY HILLS, INC., has caused these presents to be executed this 29 day of May, 1973.

NORMANDY HILLS, INC.

By Norman A. Abrahamson
President

Attest:

Louise M. Abrahamson
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29 day of May, 1973, before me a Notary Public in and for said County personally appeared Norman A. Abrahamson and Louise M. Abrahamson to me known to be the President and Secretary of Normandy Hills, Inc. and the identical persons who signed the above and foregoing Protective Covenants and acknowledged ~~ANNETTE WILLIAMS~~ thereof to be their free act and deed and the free ~~and deed of~~ such corporation.

GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
MAY 1973
COMMISSION EXPIRES
MAY 5, 1976

SUBSCRIBED and sworn to before me this 29 day of

Annette Williams
Notary Public

91-01780
Reg of Deeds

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT,

DOC. M4 PAGE 55

Condemner,

vs.

JOHN J. DAWSON; FRANK H. PRUCKA
JR., TRUSTEE OF THE MARGARET D.
PRUCKA LIVING TRUST; AND, THE
TREASURER OF SARPY COUNTY

Proof	<i>[initials]</i>
D.E.	<i>[initials]</i>
Verify	<i>[initials]</i>
Filmed	<i>[initials]</i>
Checked	<i>[initials]</i>
Fee \$	<i>36.50</i>

FILED SARPY CO. NE.
INSTRUMENT NUMBER
91- **01780**

91 FEB 11 PM 12:05

Carol A. Davis
REGISTER OF DEEDS

REPORT OF APPRAISERS

Now on this *22nd* day of *August*, 1990, the undersigned, being the duly appointed, qualified, and acting appraisers in the above entitled matter, do hereby make and file this report, showing unto the Court as follows, to wit:

1. The undersigned were duly appointed appraisers in the above entitled matter by "Order Appointing Appraisers" dated July 16th, 1990.

2. Before entering upon the duties as appraisers in the above entitled matter, the undersigned duly took and subscribed an oath to support the Constitutions of the United States and of the State of Nebraska and to faithfully and impartially discharge their duties as required by laws.

3. The interests in real estate sought to be taken by the Condemner consisted of fee simple title to certain lands, hereinafter described, situated in Sarpy County, Nebraska, for the construction, operation, and maintenance of a public-use bike/pedestrian trail along and within the District's right-of-way for the Unit R-616 Missouri River Flood Control Levee, tract L-5, such right-of-way being particularly described in the written tract description set for as Exhibit A, attached hereto and incorporated herein by reference.

01780

4. On the 16th day of August, 1990 at 9:00 o'clock, A.M., the undersigned Appraisers carefully inspected and viewed the real estate sought to be taken and also any other property of the Condemnees damaged thereby and heard all parties interested therein to the amount of damages while so inspecting and viewing the property. Those Condemnees appearing were:

Margaret D. Prucka
John Prucka
Joseph Prucka

5. The undersigned appraisers thereafter did meet on the 16th day of August, 1990, at 10:00 o'clock, A.M., in the office of the Clerk of the Sarpy County Court to assess the damages that the Condemnees sustained by the taking of the aforesaid land by the Condemner, at which time said appraisers did receive evidence relative to the amount of damages that will be sustained. Those who appeared were:

Margaret D. Prucka
Joseph Prucka
John Prucka
H. JAMES GROVE - Appraiser for Condemner

6. The undersigned appraisers found and determined that the damages that will be sustained by the condemnees by reason of the taking of such lands by the Condemner are as follows:

91-01780 B

Tract L-5

Condemnees and Damages

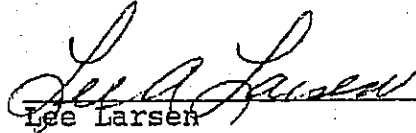
Frank H. Prucka, Jr., Trustee of the
Margaret D. Prucka Living Trust

\$ 25,350.00


Sarpy County Treasurer

\$ 00.00

APPRAISERS:



Lee Larsen



James Warren



Dan Wilder

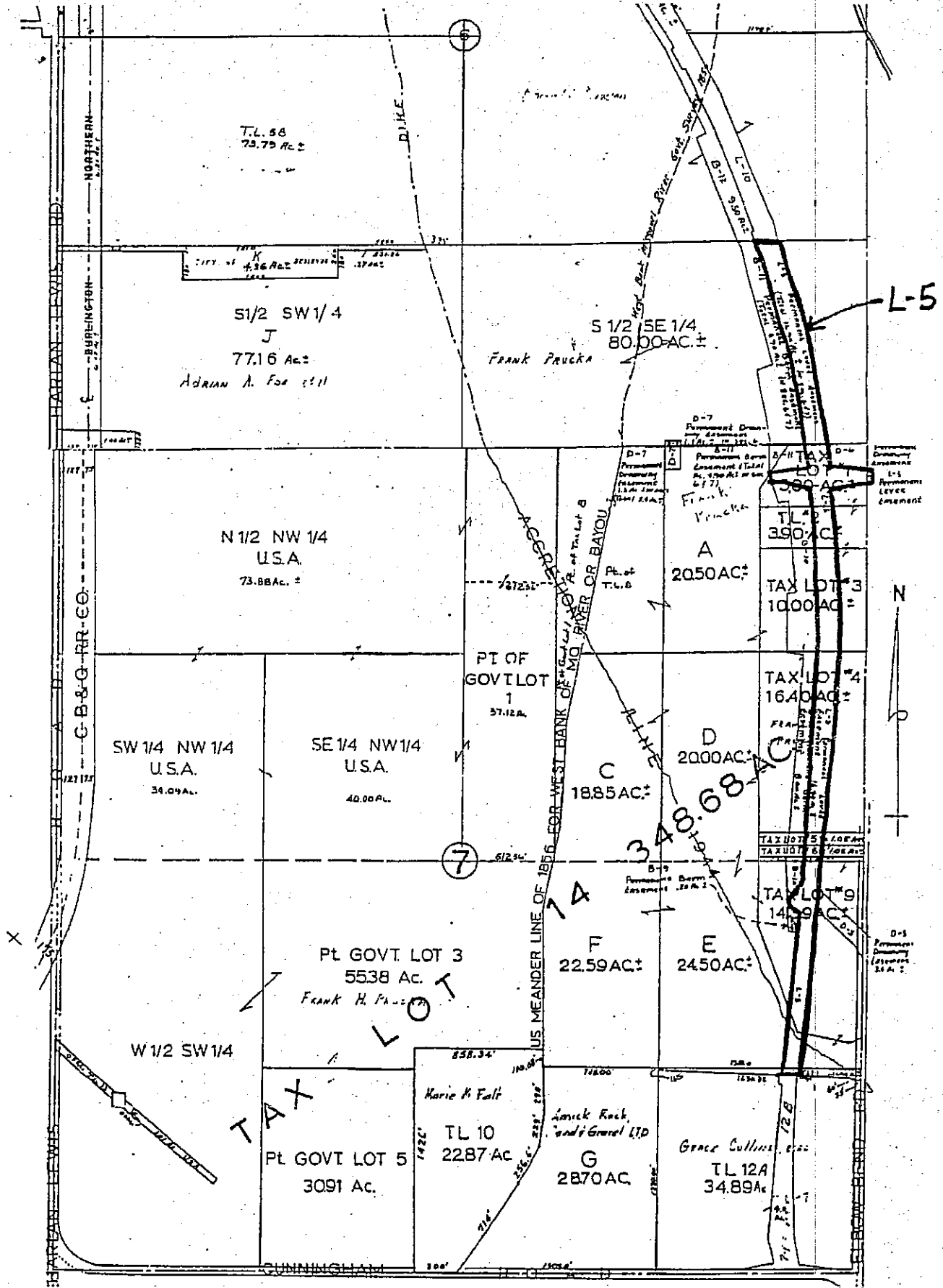
pau00816.rp

FILED
SARPY COUNTY COURT
1990 AUG 12 5 00 2 14

L-5

A parcel located in the northwest quarter of Section 8, T13N, R14E, the northeast and southeast quarters of Section 7, T13N, R14E and in the southeast quarter of Section 6, T13N, R14E, Sarpy County, Nebraska. Beginning at a point on the south line of tax lot 11 in the southeast quarter of said Section 7, which is approximately 1,286 feet north and 387 feet west of the southeast corner of the southeast quarter of said Section 7; thence northwesterly along said south line a distance of approximately 130 feet to a point, which is approximately 1,290 feet north and 517 feet west of said southeast corner; thence northeasterly a distance of 70 feet to a point, which is 1,361 feet north and 511 feet west of said southeast corner; thence southeasterly a distance of 15 feet to a point, which is 1,360 feet north and 496 feet west of said southeast corner; thence northeasterly a distance of 939 feet to a point, which is 2,297 feet north and 421 feet west of said southeast corner; thence northwesterly a distance of 89 feet to a point, which is 2,357 feet north and 486 feet west of said southeast corner; thence northeasterly a distance of 50 feet to a point, which is 2,407 feet north and 483 feet west of said southeast corner; thence northeasterly a distance of 71 feet to a point, which is 2,448 feet north and 424 feet west of said southeast corner; thence northeasterly a distance of 50 feet to a point, which is 2,498 feet north and 421 feet west of said southeast corner; thence southeasterly a distance of 15 feet to a point, which is 2,437 feet north and 406 feet west of said southeast corner; thence northeasterly a distance of 1,035 feet to a point, which is 1,781 feet south and 323 feet west of the northeast corner of the northeast quarter of said Section 7; thence northeasterly a distance of 447 feet to a point, which is 1,335 feet south and 301 feet west of said northeast corner; thence northwesterly a distance of 397 feet to a point, which is 938 feet south and 303 feet west of said northeast corner; thence northwesterly a distance of 596 feet to a point, which is 344 feet south and 345 feet west of said northeast corner; thence northwesterly a distance of 75 feet to a point, which is 270 feet south and 357 feet west of said northeast corner; thence northwesterly a distance of 264 feet to a point, which is 245 feet south and 620 feet west of said northeast corner; thence north a distance of 70 feet to a point, which is 175 feet south and 620 feet west of said northeast corner; thence northeasterly a distance of 244 feet to a point, which is 150 feet south and 378 feet west of said northeast corner; thence northwesterly a distance of 152 feet to a point on the north line of said Section 7, which is 403 feet west of said northeast corner; thence continuing northwesterly into Section 6, T13N, R14E, Sarpy County, Nebraska, a distance of 545 feet to a point, which is 537 feet north and 494 feet west of said northeast corner; thence northwesterly a distance of 719 feet to a point, which is 1,228 feet north and 690 feet west of said northeast corner; thence southwesterly a distance of 15 feet to a point, which is 1,224 feet north and 705 feet west of said northeast corner; thence northwesterly a distance of approximately 96 feet to a point on the north line of the south half of the southwest quarter of said Section 6, which is approximately 1,315 feet north and 736 feet west of said northeast corner; thence easterly a distance of 153 feet to a point, thence southeasterly

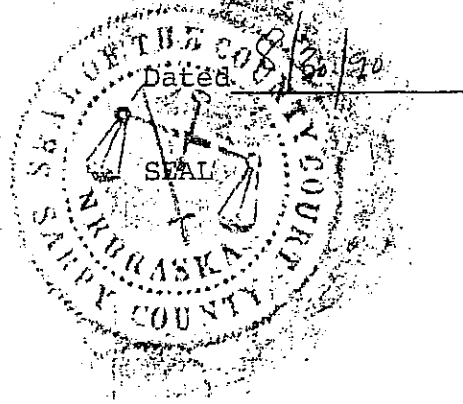
a distance of 727 feet to a point, which is 617 feet north and 378 feet west of said northeast corner; thence southeasterly a distance of 461 feet to a point, which is 163 feet north and 297 feet west of said northeast corner; thence southeasterly a distance of 166 feet to a point on the south line of said Section 6, which is 268 feet west of said northeast corner; thence east along the south line of said Section 6 a distance of 25 feet to a point; thence southeasterly into Section 7, T13N, R14E, a distance of 154 feet to a point, which is 153 feet south and 222 feet west of the northeast corner of the northeast quarter of said Section 7; thence southeasterly a distance of 223 feet to a point on the east line of said Section 7, which is 175 feet south of said northeast corner; thence east at a right angle to said east line a distance of 33 feet into Section 8, T13N, R14E, thence south at a right angle to the last described portion a distance of 70 feet to a point; thence west at a right angle to the last described portion a distance of 33 feet to a point on the east line of said Section 7; thence southwesterly a distance of 233 feet to a point, which is 270 feet south and 231 feet west of said northeast corner; thence southeasterly a distance of 218 feet to a point, which is 486 feet south and 204 feet west of said northeast corner; thence southeasterly a distance of 650 feet to a point, which is 1,136 feet south and 172 feet west of said northeast corner; thence southwesterly a distance of 656 feet to a point, which is 1,791 feet south and 204 feet west of said northeast corner; thence southwesterly a distance of 867 feet to a point, which is 273 feet west of the southwest corner of the northwest quarter of said Section 8, and is on the south line of the northeast quarter of said Section 7; thence southwesterly a distance of 168 feet to a point, which is 286 feet west and 2,487 feet north of the southeast corner of the southeast quarter of said Section 7; thence southeasterly a distance of 15 feet to a point, which is 2,486 feet north and 271 feet west of said southeast corner; thence southwesterly a distance of 36 feet to a point, which is 2,450 feet north and 274 feet west of said southeast corner; thence southwesterly a distance of 128 feet to a point, which is 2,322 feet north and 284 feet west of said southeast corner; thence southwesterly a distance of 36 feet to a point, which is 2,286 feet north and 287 feet west of said southeast corner; thence northwesterly a distance of 20 feet to a point, which is 2,288 feet north and 307 feet west of said southeast corner; thence southwesterly a distance of approximately 1004 feet to the point of beginning. An area of approximately 16.9 acres located within Tax Lots A, 1, 2, 3, 4, 5, 6, 7, 9 and 11 of Section 7, T13N, R14E, Government Lots 7 and 8 of Section 6, T13N, R14E, and Tax Lot 8, Section 8, T13N, R14E, Sarpy County, Nebraska.



STATE OF NEBRASKA)
COUNTY OF SARPY) SS

Case No. MH-85

I, the Judge of the County Court in and for said county, do hereby certify that I have compared the foregoing copies 6 (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:



[Signature]
County Judge
[Signature]
Clerk of County Court

8-13-14
8-13-14
8-13-14

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
2001-06797

2001 MR 20 AM 10:34

Glenn J. Dowling
REGISTER OF DEEDS

Counter DM
Verify SA
D.E. SA
Proof JW
Fee \$ 15.50
Ck Cash Chg OPPD

February 27, 2001
TRANS

Doc.# 2.121 (013)

RIGHT-OF-WAY EASEMENT

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 OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, (hereinafter called "District"), a permanent right-of-way easement to survey, construct, reconstruct, relocate, add to, maintain and operate thereon, electric transmission lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

West One-Half of the Northwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Seven (7), Township Thirteen (13) North, Range Fourteen (14) East of the 6th P.M., Sarpy County, Nebraska, except for railroad right-of-way.

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence N00°19'00"E along the West line of said Southwest Quarter (SW $\frac{1}{4}$), a distance of One Thousand Six Hundred Forty-eight feet (1,648'); thence N89°11'34"E, a distance of Thirty-three feet (33') to the Point of Beginning; thence N00°19'00"E, a distance of Seventy-two and Fifty-one Hundredths feet (72.51'); thence N26°49'43"E, a distance of Nine Hundred Four feet (904'); thence N79°38'30"E, a distance of Thirty-seven and Six Tenths feet (37.6'); thence S10°21'25"E, a distance of Fifty feet (50'); thence S79°38'30"W, a distance of Fifty feet (50'); thence N10°21'25"W, a distance of Eight and Seventy-seven Hundredths feet (8.77'); thence S26°49'43"W, a distance of Eight Hundred Seventy-one and Three Tenths feet (871.3'); thence S00°19'00"W, a distance of Fifty-one and Thirty-two Hundredths feet (51.32'); thence S52°53'46"W, a distance of Twelve and Fifty-nine Hundredths feet (12.59') to the Point of Beginning. (See Exhibit "A" attached for Easement area.)

CONDITIONS:

The District shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to trim or remove all trees and brush on the Easement Area as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

The District shall pay the Grantor and or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.

It is further agreed that the 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

RARE
1083
RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way GW/EP
444 South 16th Street Mall
Omaha, NE 68102-2247

06797

2001-06797A

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 5th day of March, 2001.

OWNERS SIGNATURE(S)

Frank H Prucka

Darlene J Prucka

CORPORATE ACKNOWLEDGEMENT

STATE OF

COUNTY OF

On this ___ day of _____, 20___, before me the undersigned, a Notary Public in and for said County, personally came
President of _____

_____ 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

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

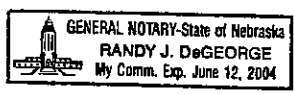
On this 5th day of March, 2001, before me the undersigned, a Notary Public in and for said County and State; personally appeared

FRANK H. PRUCKA JR.
DARLENE PRUCKA

_____ personally to me known to be the identical person(s) and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purpose therein expressed.

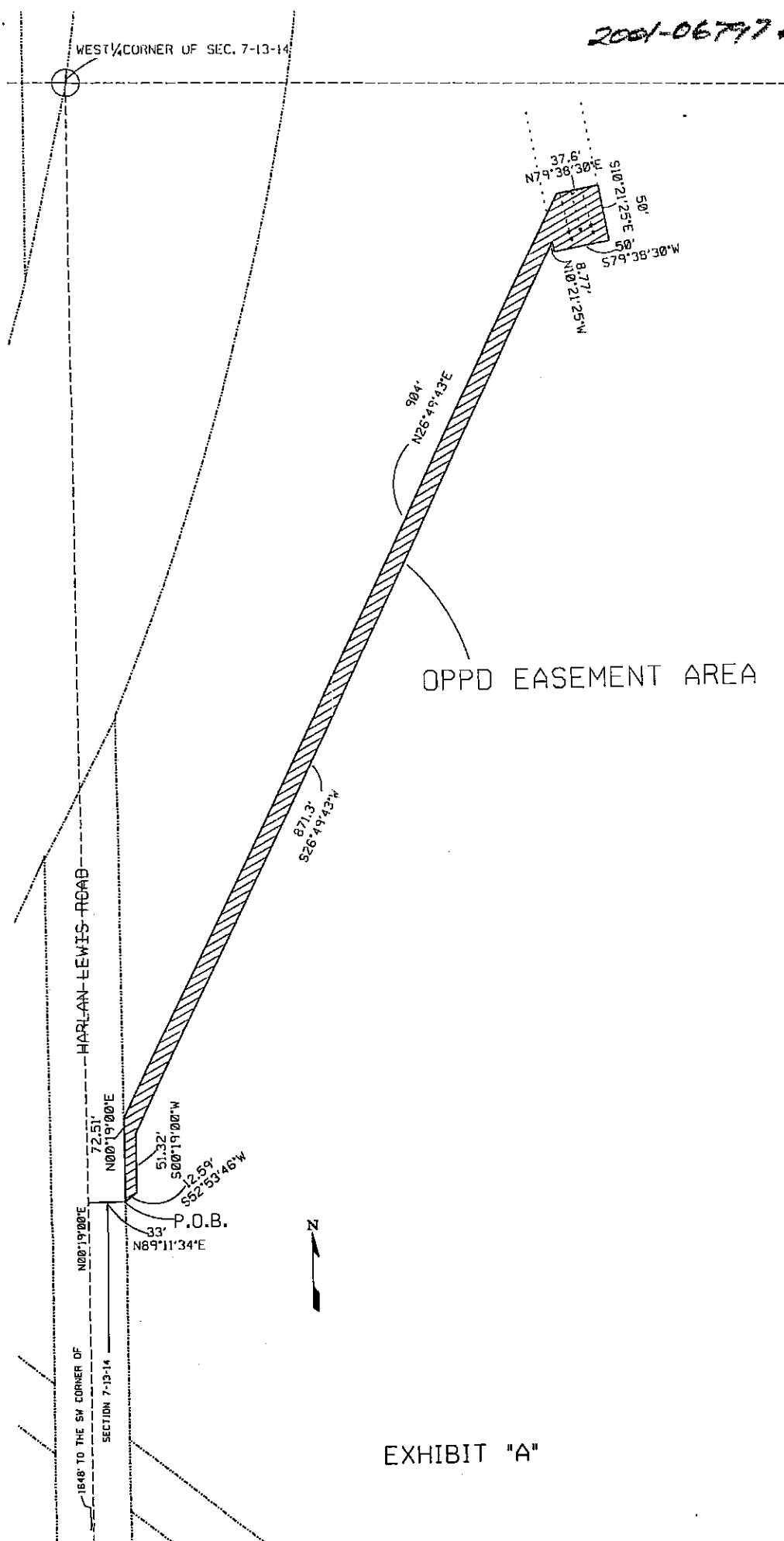
Witness my hand and Notarial Seal the date above written.

Randy J. DeGeorge
NOTARY PUBLIC



2001-06777 B

WEST 1/4 CORNER OF SEC. 7-13-14



OPP D EASEMENT AREA



EXHIBIT "A"

1954
UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA
OMAHA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 63-1000

vs.

10.28 Acres of Land, more
or less, in Sarpy County,
State of Nebraska, Frank H.
Prucka, et al.,

JUDGMENT
ON DECLARATION OF TAKING

Defendants.

Now on this 17th day of June, 1954, this cause came on to be heard on the motion of Guy J. Birch, Assistant United States Attorney for the District of Nebraska, one of the attorneys for the plaintiff herein, to enter judgment on the Declaration of Taking filed in the above cause on the 14th day of June, 1954, and for an order fixing the date when possession of the property herein described is to be surrendered to the United States of America, and upon consideration of the case and of the condemnation Complaint herein filed and the statutes in such cases made and provided, and it appearing to the satisfaction of the Court:

FIRST: That the United States of America is entitled to acquire property by eminent domain for the purpose set out and prayed in said Complaint;

SECOND: That a Complaint in condemnation was filed at the request of the acting secretary of the Air Force of the United States of America, the authority empowered by law to acquire the land and interest therein described in said Complaint, and also under the authority of the Attorney General of the United States;

THIRD: That said Complaint and Declaration of Taking state the authority under which and the public use for which said land and interest therein were taken; that the acting secretary of the Air Force is the person duly authorized and empowered by law to acquire the land and interest therein, such as are described in said Complaint, for use in connection with the establishment of additional facilities for the use of the Department of the Air Force and in connection

Entered in Numerical Index and Record in the Register of Deeds office in Sarpy County, Nebraska
2 day July 1954 at 7:25 A.M. Geo. F. Nicholas, County Clerk (Rev. 5-14)

15-225
with the Offutt Air Force Base, Nebraska, and for such other uses
as may be authorized by Congress or by Executive Order; that said

land and interest therein are required for immediate use and that

the Attorney General of the United States is the person authorized

to direct the institution of such condemnation proceeding;

that a proper description of the land and the interest

therein sought to be taken, sufficient for identification thereof,

is set out in said Declaration of Taking;

that said Declaration of Taking contains a statement

of the interest or estate in the said lands taken for public use;

that a plat showing the land taken is incorporated

in said Declaration of Taking;

that a statement is contained in said Declaration

of Taking of a sum of money estimated by said acquiring authority to

be just compensation for the said land and interest therein, which

sum is \$145,500, and that said sum was deposited in the registry of

the court for the use of the persons entitled thereto upon and at

the time of the filing of said Declaration of Taking;

that a statement is contained in said Declaration of

Taking that the amount of the ultimate award of compensation for the

taking of said property, in the opinion of the Acting Secretary of

the War Relocation Authority of the United States, will probably be within any

limits prescribed by law as the price to be paid therefor.

IT IS ORDERED, ADJUDGED AND DECREED that upon

the filing of said Declaration of Taking herein and the deposit in

the registry of the court of the estimated amount of just compensation

and interests vested in the United States of America (a) the fee-

simple title to Tract B-203, which is particularly described in

the attached hereto and made a part hereof, subject to exist-

ing easements for public roads and highways, public utilities,

and power and pipe lines; (b) a perpetual and assignable easement

to be used for any use, over and across Tract No. B-203-1, as

described in said Schedule A, for the location, construction, operation,

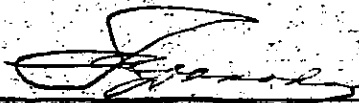
13-2-6
maintenance and patrol of a drainage ditch; and (c) a temporary easement and right of way in, upon, over and across Tract No. B-293E-2, described in said Schedule A, for the location, construction, operation and maintenance of an access or haul road; provided this temporary easement is to terminate three years after the date of the filing of said Declaration of Taking.


That said lands and interest therein are declared to have been condemned and taken for use of the United States of America and the right to just compensation for the property taking upon the filing of the Declaration of Taking and the making of the deposit vested in the persons entitled thereto, and the amount of just compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that possession of the real estate herein described and the interest therein taken shall be surrendered to the United States of America and its duly authorized agents forthwith.

IT IS FURTHER ORDERED that this cause be held open for such further orders, judgments and decrees as may be necessary in the premises.

FILED
District of Nebraska
JUN 30 1954
Mary A. Mullen, Clerk
By JB Deputy


Chief Clerk, UNITED STATES DISTRICT COURT

I certify this to be a true copy of
the original record in my custody.
MARY A. MULLEN, CLERK
By 
Deputy Clerk

SCHEDULE "A"

12-229

The land which is the subject matter of this Declaration of Taking, aggregated 183.28 acres, more or less, of tracts in the County of Sarpy, State of Nebraska. A description of the land taken, together with the name of the purported owner thereof, and a statement of the sum estimated to be just compensation therefor is as follows:

TRACT NOS. B-203, B-203E-1 & B-203E-2

DESCRIPTION:

TRACT NO. B-203.

All that part of the Northwest Quarter of Section 7, Township 13 North, Range 14 East of the 6th Principal Meridian, Sarpy County, Nebraska, lying East of a line which is 75 feet East of and parallel to the following described line: Beginning at a point on the North line of said Section 7, said point being 160 feet Easterly from the Northwest corner thereof; thence Southerly and parallel with the West line of said Section 7, a distance of 1907.50 feet; thence along a spiral curve to the right, tangent to the last described course, a distance of 400.00 feet; thence along a curve to the right, having a radius of 2864.93 feet, to the South line of said Northwest Quarter; also the West 612.56 feet of Government Lot 1, of aforesaid Section 7. The tract of land herein described contains 183.00 acres, more or less.

TRACT NO. B-203E-1

The North 75.00 feet of the West 235.00 feet of the Northwest Quarter of the Northwest Quarter of Section 7, Township 13 North, Range 14 East of the Sixth Principal Meridian, Sarpy County, Nebraska. The tract of land herein described contains 0.40 acres, more or less.

TRACT NO. B-203E-2

The South 100.00 feet of the West 235.00 feet of the Northwest Quarter of the Northwest Quarter and the North 100.00 feet of the West 235.00 feet of the Southwest Quarter of the Northwest Quarter of Section 7, Township 13 North, Range 14 East of the 6th Principal Meridian, Sarpy County, Nebraska. The tract of land herein described contains 1.08 acres, more or less.

Name of Purported Owner: Frank W. Bueckle
Address of Purported Owner: 3520 Woodworth Avenue
Omaha, Nebraska
Estimated Compensation: \$45,500.00

The gross sum estimated by the acquiring agency to be just compensation for the land hereby taken, inclusive of all rights set forth in the declaration of taking is FORTY FIVE THOUSAND FIVE HUNDRED (\$45,500.00) DOLLARS.

17-2-9

Date June 19 1954

residing at _____ on Lot _____ in Estes Sub-division, in Sarpy County, Nebraska, do hereby agree to permit ANDREW J. AND LOIS W. CLOUSE residing at 721 Childs Road on Lot 146 in Estes Sub-division, in Sarpy County, Nebraska, to convert a building (frame) 20' x 80' now standing on said premises, into a four (4) unit, one-story apartment building.

Signed _____



WITNESSES:
Ethel Goodman

Ethel Goodman
Notary Public in and for the State of Nebraska
Douglas County residing
in Omaha, Nebraska
My commission expires May 1, 1960

Entered in Numerical Index of Records in the Register of Deeds Office in Sarpy County, Nebraska
day July 13, 1954 at 1:00 P.M. by Nicholsa, County Clerk. 7-13-54

18-206

RIGHT-OF-WAY EASEMENT

In consideration of the sum of five dollars, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Eastern Nebraska Public Power District, Syracuse, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at

any time, in, over and across the following described lands situated in SARPY County, State of Nebraska, to-wit: South West One Fourth, Section Seven, Township Thirteen North, Range Fourteen East, (SW 1/4, Sec. 7, T. 13N, R. 14E)

and any existing public highway or place, also the right to clear timber and to trim and keep trimmed as may be reasonably necessary, all trees, hedges, and shrubs. The roots of the line and location of poles, structures and guys shall be approximately as shown on the attached map. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for the purpose of making necessary changes in the line and for the purpose of maintaining the line, including tree and brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible, in conformance with the wishes of the owner and occupants of the premises.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line. The said Grantor(s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agrees to make final settlement and payment as hereinafter provided and, in addition thereto, agrees to pay any damages which may be caused to crops, fences, or any other portion of Grantor's property by reason of the building or the future maintenance of said transmission line.

Grantor(s) agree(s) not to locate or allow any building, hay stack, straw stack, tree, structure, or any other combustible material to be placed under the wire, or near the poles, wires, or fixtures in such a manner as to endanger or to be endangered by the same, or to interfere with the operation thereof, or in such a way as to be likely to result in damage to the property of either party if a fire should occur in or around the transmission line or any such property of Grantor.

Final settlement and payment for the rights herein granted shall be made on the following basis, payment to be made within a reasonable time after this instrument shall be signed and acknowledged:

	In Mowder or Cultivated Fields	In Permanent Pasture or Uncultivated Land
For Poles	Twenty-five Dollars Each	Twelve and one-half Dollars Each
For Anchors with Guys	Twenty-five Dollars Each	Twelve and one-half Dollars Each

The down payment of \$5.00 to be deducted therefrom.

Due to be constructed hereon

Three - two pole H frame structures - 6 poles
Two - three pole H frame structures - 6 poles
twelve guys - 12 guys *amount of \$3000.00*

Entered in Numerical index and recorded in the Register of Deeds office in Sarpy County, Nebraska, on 28 day of Feb, 1955 at 10 M. Geo. F. Nicholson, County Clerk. *20-80*

It is understood that Grantor(s) will subscribe electric service from this line.
In Presence of [Signatures]

STATE OF NEBRASKA Sarpy County

ACKNOWLEDGMENT

I hereby certify that on this 28 day of February, A. D. 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came [Signatures] and [Signatures] and [Signatures] his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESSE MY HAND AND Notarial Seal on the day and date last above written.
My commission expires: 3/30/58 [Signature] Notary Public