

COUNTER JS C.E. JS  
VERIFY JS D.E. JS  
PROOF P  
FEES \$ 22.00  
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CHG OPPD CASH \_\_\_\_\_  
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2013-34502

11/08/2013 12:42:36 PM

\$ Ex 23

Clay J. Dowling

By: counter2

REGISTER OF DEEDS



EASE

UNG  
September 11, 2013

OPPD Doc #: \_\_\_\_\_

**RIGHT-OF-WAY EASEMENT**

ALCHEMY PARTNERS I, LLC, a Nebraska Limited Liability Company,  
owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

Lot Two (2) Shadow Lake Replat 5, as surveyed, platted and recorded in Sarpy  
County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to the **OMAHA PUBLIC POWER DISTRICT**, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate (the "Easement Area"):

See Exhibit "A" & Exhibit "B" attached hereto for sketch of easement areas.

**CONDITIONS:**

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area. Grantor agrees that the existing grade of the Easement Area shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip.

Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the District hereunder. Grantor agrees not to construct or erect any building or improvements other than paving, curbing and/or landscaping on or over the Easement Area.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/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.

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 and only when reasonably necessary.

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.

A

This easement shall run with the land, constitutes the entire agreement between the parties, and shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 26 day of September, 2013.

OWNERS SIGNATURE(S)

Robert Hancock  
Name: ROBERT HANCOCK  
Title: MANAGER, ALCHEMY PARTNERS I, LLC

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF

On this 26 day of September, 2013, before me the undersigned, a Notary Public in and for said County, personally came Robert Hancock  
of ALCHEMY PARTNERS I, LLC

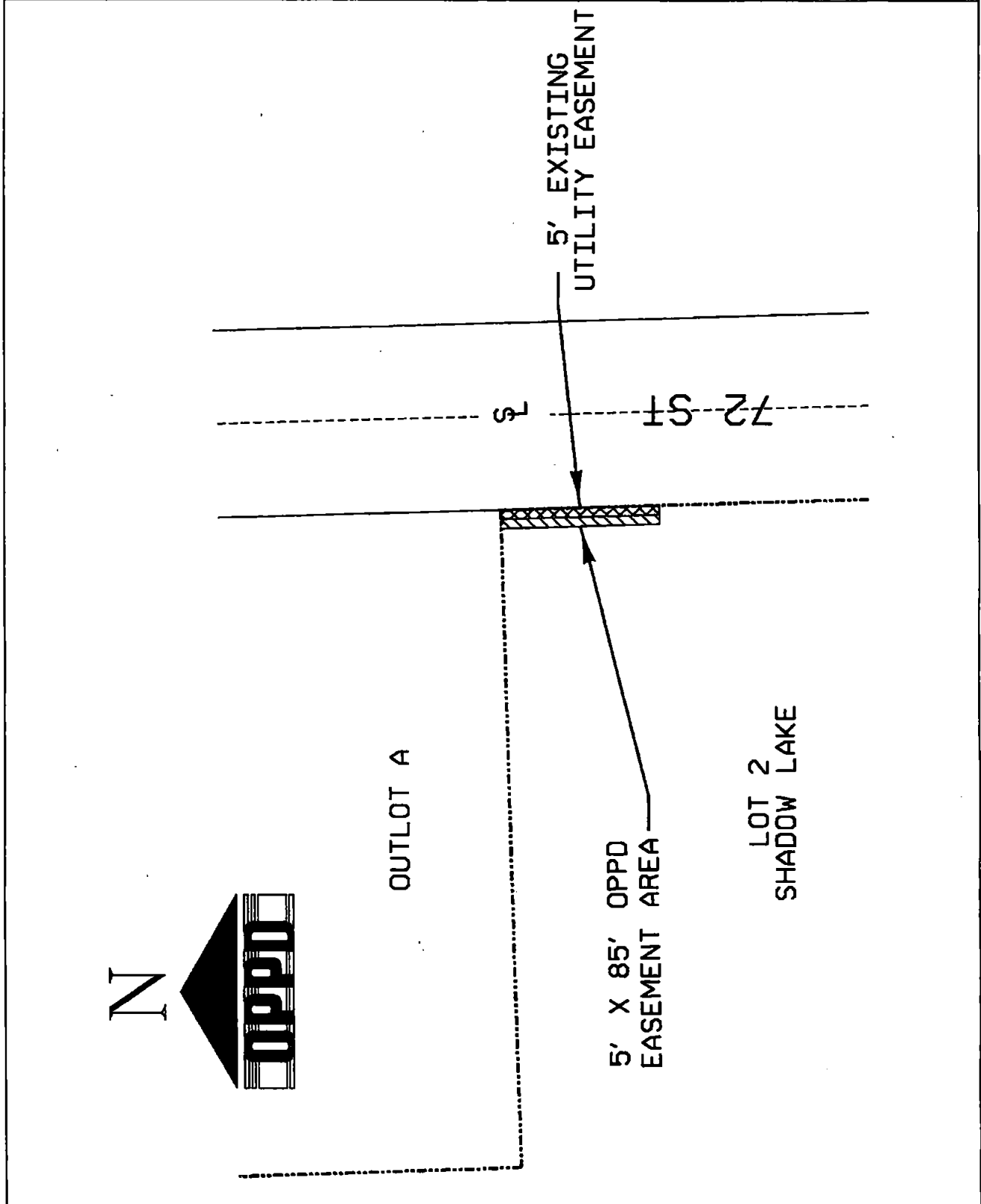
personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Ruth Roche

NOTARY PUBLIC





Sketch is not drawn to scale

OMAHA PUBLIC POWER DISTRICT LAND RIGHTS DEPARTMENT									
Project Name:			Shadow Lake Square Apartments				Work Order No.		480402
Tract No:						Date Prepared:		9-6-13	
NE	¼	Section	2	Township	13	Range	12	East	
Sarpy	County	ROW	JDF	Engineer	RB	Customer Rep.	PC		