

COUNTER P C.E. P  
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*Clay J. Douding*

By: counter1

REGISTER OF DEEDS



DEED

*Stamped Copy*

## RIGHT-OF-WAY EASEMENT

### JACKRABBIT HOLDINGS, LLC

owner of the real estate described as follows, and hereafter referred to herein as "Grantor",

Lot 1, Market Pointe Addition Replat Six, a Subdivision located in the NW1/4 of Section 24,  
Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., 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, inspect, repair, replace, renew, and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other necessary fixtures and equipment upon, over, along, under, in and across the a strip of land legally described in the attached Exhibit (the "Easement Area").

### CONDITIONS:

The District shall have the perpetual right, but not the obligation, at the District's cost and expense, to cut, clear or remove all trees, roots, brush, undergrowth and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area. 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 but not obligation to control and impede the growth of all weeds, trees, and brush along the Easement 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.

It is further agreed that the Grantor, subject to easements, covenants and restrictions apparent or of record, 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, except for persons asserting rights under easements, covenants, and restrictions apparent or of record, whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

Return to:  
OPPD Land Right  
444 South 16<sup>th</sup> Street Mall  
Omaha, Nebraska 68102

*Rec'd + Ref*  
*Jack Rabbit Holdings*  
*5800 S. Remington Plz*  
*Ste 100*  
*Sioux Falls, SD 57108*

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. It is further agreed that all claims for such damages must be submitted in writing within ninety (90) days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived. The cables shall be installed and maintained in good and workmanlike manner, and all disturbed area shall be restored to a finished grade at the District's sole cost and expense. The District shall bear all costs of maintaining all the District's cables installed within the Easement Area.

The District shall indemnify and hold harmless Grantor from any and all damages to persons or property or any other claims, liabilities, defense or other costs or expenses (including attorneys' fees) resulting from the acts or omissions, including default or negligence, of the District or its employees arising out of exercise of the District's rights hereunder, except as the same may be the result of the negligence of the Grantor, its employees, agents or invitees.

The undersigned agrees and represents that he/she has read and understands the Right-of-Way Easement and that this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Right-of-Way Easement 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 22<sup>ND</sup> day of April, 2014.

**Jackrabbit Holdings, LLC**

By: VBC, Inc.

**Its: Manager**

**Sign:**

Print: Michael Van Buskirk

**Title:President**

## ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA )

)SS.

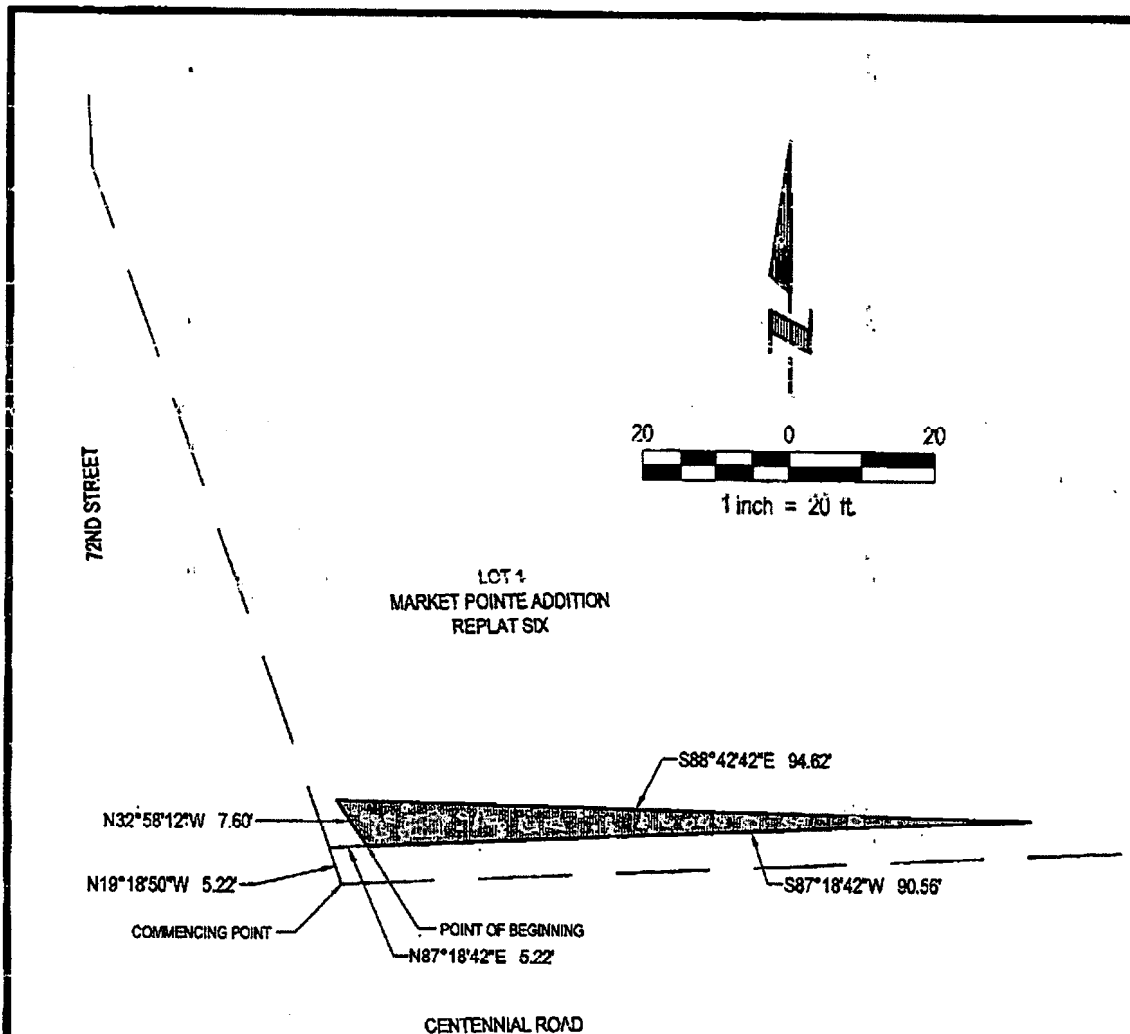
COUNTY OF LINCOLN

On this 22<sup>nd</sup> day of April, 2014, before me a Notary Public within and for said County and State, personally appeared Michael Van Buskirk, to me personally known, who, being by me duly sworn, did say that he is the President of VBC, Inc. the Manager of Jackrabbit Holdings, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Manager, and acknowledged the instrument to be the free act and deed of the company.

Ryan Jensen  
Notary Public South Dakota  
My Commission expires: 4-1-19



	¼	Section		Township		North	Range		East		County	ROW	
TR				Engineer					Srvc Reg. #		W.O. #		



#### LEGAL DESCRIPTION

A POWER EASEMENT LOCATED IN LOT 1, MARKET POINTE ADDITION REPLAT SIX, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, MARKET POINTE ADDITION REPLAT SIX, SAID POINT IS ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTENNIAL ROAD AND THE EAST RIGHT-OF-WAY LINE OF 72ND STREET; THENCE N19°18'50"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, MARKET POINTE ADDITION REPLAT SIX, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY OF 72ND STREET, A DISTANCE OF 5.22 FEET; THENCE N87°18'42"E, A DISTANCE OF 5.22 FEET TO THE POINT OF BEGINNING; THENCE N32°58'12"W, A DISTANCE OF 7.60 FEET; THENCE S88°42'42"E, A DISTANCE OF 94.62 FEET; THENCE S87°18'42"W, A DISTANCE OF 90.56 FEET TO A POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS 297 SQUARE FEET OR 0.0068 ACRES, MORE OR LESS.



#### E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.333.4700

Drawn by: JRS Chkd by:

Date: 11/19/2013

Job No.: P2010.510.005

#### POWER EASEMENT

LOT 1,

MARKET POINTE ADDITION REPLAT SIX

SARPY COUNTY, NEBRASKA