



MISC 2005087140



JUL 21 2005 10:29 P 2

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/21/2005 10:29:33.38



2005087140

TRANS

Doc.# 2.159 00(008)

May 11, 2005

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, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission and distribution 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:

All of Lots 1, 2, 9, 10 and the North Half of Lots 3 and 8, Block 15, Lawnfield Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows:

(See the reverse side hereof for sketch of easement area.)

CONDITIONS:

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.

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.

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.

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.

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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 12 day of July, 2005.

USA Office Condos, LLC

OWNERS SIGNATURE(S)

[Handwritten Signature]
Its Chief Manager

[Handwritten Initials]

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Land Rights 5E/EP2
444 South 16th Street Mall
Omaha, NE 68102-2247

misc
13.00 55.22020
2/6 *PU* *[Signature]*

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Minnesota

STATE OF _____

COUNTY OF Ramsey

COUNTY OF _____

On this 12 day of July, 2005, before me the undersigned, a Notary Public in and for said County, personally came Andrew Carneross, Chief Manager of USA Office Condo, 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 voluntary act and deed for the purpose therein expressed.

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ personally, to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof, to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

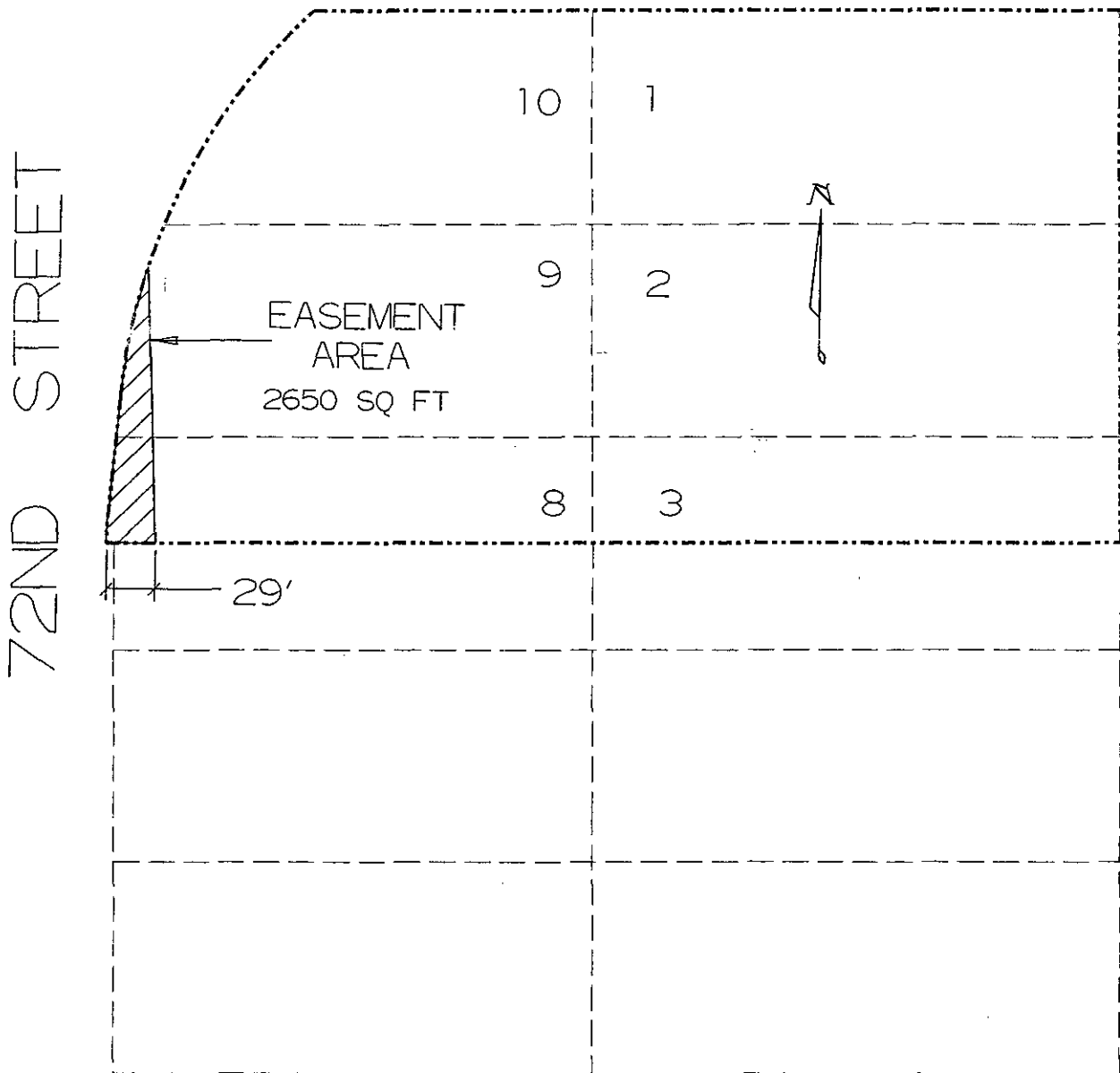
Witness my hand and Notarial Seal the date above written.

Gina Natterstad
NOTARY PUBLIC

NOTARY PUBLIC



OAK STREET



SPRING STREET