



DEED 2014046899



JUN 20 2014 16:08 P 6

Nebr Doc Stamp Tax
06-20-2014 Date
\$ Ex002
By AH

Fee amount: 40.00
FB: 01-60000
COMP: AH

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/20/2014 16:08:56.00



[This Space Reserved for Recording Purposes]

SPECIAL WARRANTY DEED
WITH
RESERVED PERMANENT EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THIS SPECIAL WARRANTY DEED WITH RESERVED PERMANENT EASEMENTS, made this 20th day of June, 2014, between **Omaha Public Power District**, a public corporation and political subdivision of the State of Nebraska, and herein known as the "GRANTOR," whether one or more, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, do hereby grant, bargain, sell, convey, and confirm unto **415 Leavenworth Street Limited Liability Company**, a Nebraska limited liability company, herein known as the "GRANTEE," the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit (the "Real Estate"):

23-31181

Lot Two (2), Powerhouse, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and

01-60000
23-15-13

The undivided one-half interest in that certain tract or parcel of land described as follows: Commencing at a point where the North line of Jones Street extended East intersects with the East line of right of way of Omaha and Southwestern Railroad Company thence in a Northerly direction along said right of way a distance of one hundred fifty (150) feet, thence East in a direct line to the East line of Government Lot Three (3) in Section Twenty-Three (23) in Township Fifteen (15) North of Range Thirteen (13) East of Sixth Principal Meridian in the City of Omaha, thence South to the North line of Jones Street extended East, thence West along said street line to the place of beginning; together with all and singular the rights of easement in, to and over all the land lying within the boundaries above described as created and granted by that certain deed of conveyance recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Deed Book 337, Page 456, of the records of said office.

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TO HAVE AND TO HOLD the above described Real Estate, together with all the tenements, hereditaments, and appurtenances thereunto belonging, unto said GRANTEE and its successors and assigns forever; PROVIDED, THAT, GRANTOR reserves permanent easements with rights of ingress and egress thereto, to survey, construct, erect, reconstruct, relocate, add to, operate and maintain thereon, install, repair, replace, renew and remove GRANTOR's: (i) electric transmission and/or distribution lines consisting of

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structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment, (ii) underground and above ground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes, cathodic protection and other appurtenances, and (iii) underground and above ground communications facilities consisting of cables, conduit, manholes, drains, splicing boxes and other appurtenances upon, over, along, under, in and across the following portions of the Real Estate (collectively, the "Easement Areas"):

A. EASEMENT:

THAT PART OF SAID LOT 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT TWO (2), POWERHOUSE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE N89°07'39"W ALONG THE SOUTHERN LOT LINE OF SAID LOT 2, A DISTANCE OF 219.50 FEET; THENCE CONTINUING ALONG THE SOUTHERN LOT LINE OF SAID LOT 2 N79°17'47"W, A DISTANCE OF 312.14 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N03°20'47"W ALONG THE WEST LOT LINE OF SAID LOT 2, A DISTANCE OF 196.43 FEET; THENCE S44°58'14"E, A DISTANCE OF 113.87 FEET; THENCE S68°00'20"E, A DISTANCE OF 161.10 FEET; THENCE N78°52'28"E, A DISTANCE OF 127.05 FEET; THENCE S89°07'40"E, A DISTANCE OF 136.37 FEET, TO A POINT ON THE EASTERN BOUNDARY OF SAID LOT 2; THENCE S18°36'17"E ALONG THE EAST LOT LINE OF SAID LOT 2, A DISTANCE OF 146.62 FEET TO THE POINT OF BEGINNING;

AS FURTHER DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

B. EASEMENT:

THAT PART OF LOT TWO (2), POWERHOUSE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°40'35"E, A DISTANCE OF 331.16 FEET ALONG THE WEST LOT LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE N86°04'31"E, A DISTANCE OF 103.32 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 105.00 FEET AND A LONG CORD BEARING N50°01'51"E FOR 123.57 FEET) FOR AN ARC LENGTH OF 132.11 FEET; THENCE N13°59'11"E, A DISTANCE OF 178.69 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 633.69 FEET AND A LONG CORD BEARING N06°43'32"E FOR 173.83 FEET) FOR AN ARC LENGTH OF 174.38 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N82°04'12"E, A DISTANCE OF 30.20 FEET ALONG THE NORTH LOT LINE OF SAID LOT 2; THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 663.69 FEET AND A LONG CORD BEARING S06°33'53"W FOR 185.43 FEET) FOR AN ARC LENGTH OF 186.04 FEET; THENCE S13°59'11"W, A DISTANCE OF 178.52 FEET; THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 135.00 FEET AND A LONG CORD BEARING S50°01'51"W FOR 158.87 FEET) FOR AN ARC LENGTH OF 169.86 FEET; THENCE S86°04'31"W, A DISTANCE OF 103.98 FEET; THENCE N02°40'35"E, A DISTANCE OF 30.01 FEET ALONG THE WEST LOT LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

AS FURTHER DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

C. EASEMENT:

THAT PART OF SAID LOT 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A SIXTEEN (16) FOOT STRIP OF LAND BEING FIVE (8) FEET EITHER SIDE OF GRANTOR'S DISTRIBUTION FACILITIES AS INSTALLED.

D. EASEMENT:

THAT PART OF SAID LOT 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS: AN EIGHT (8) FOOT STRIP OF LAND ABUTTING THE PERIMETER OF SAID LOT 2.

The aforementioned reserved easements shall run with the land, be binding upon the GRANTEE and all subsequent owners of the Real Estate, and their successors and assigns and be subject to the following conditions:

1. GRANTOR shall have the right of ingress and egress across GRANTEE'S property for any purpose provided, such ingress and egress shall be exercised in a reasonable manner;
2. GRANTEE may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Areas, provided that such use(s) shall not, in the reasonable opinion of GRANTOR, endanger or be a hazard to or interfere with the hereinbefore reserved easement rights;
3. GRANTEE shall not allow any buildings, structures, or other property to remain or be placed upon the Easement Areas;
4. GRANTEE shall not change or alter the grade of the Easement Areas or make any excavations within the Easement Areas without the prior written approval from the GRANTOR, which approval shall not be unreasonably withheld;
5. GRANTEE shall not allow the burning of any materials of any nature within the Easement Areas;
6. Nothing contained herein shall be deemed to constitute a dedication of the Easement Areas or of any other property, or any portion thereof, to any governmental body (other than to GRANTOR), any third party or to the general public, it being the intention of GRANTOR that the retained easements shall be limited to the purposes set forth herein, and to the benefit of the GRANTOR, its successors and assigns; and
7. Where GRANTOR's facilities are constructed, GRANTOR shall have the right to operate, maintain, repair and replace its underground and above ground wires within the Easement Areas, together with the right to trim or remove any trees along its line so as to provide a minimum clearance from the overhead facilities of at least Fifteen feet (15').

PROVIDED FURTHER, THAT, GRANTOR reserves permanent and perpetual easements with rights and rights of way for the benefit of any adjoining or adjacent property owned by GRANTOR, more particularly described at Lot One (1), Powerhouse, an Addition to the City of Omaha, as surveyed, platted

and recorded, in Douglas County, Nebraska (collectively, "Grantor's Retained Properties"), the right to cause or create in all air space above and on the surface of and below the surface of the Real Estate such noise, vibrations, fumes, dust, fuel particles, discomfort, inconvenience, interference with use and enjoyment and any other effects or conditions, including, without limitation any consequent reduction in market value, that may be caused from time to time by the operations, uses and activities of GRANTOR, its successors and assigns, on or with respect to Grantor's Retained Properties. GRANTEE, its successors and assigns, shall have no standing, right or cause of action against GRANTOR, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, discomfort, inconvenience, interference with use and enjoyment and any other effects or conditions, including, without limitation any consequent reduction in market value, that may be caused from time to time by the operations, uses and activities of GRANTOR, its successors and assigns, on or with respect to Grantor's Retained Properties.

PROVIDED FURTHER, THAT, GRANTOR reserves the permanent and perpetual nonexclusive access easement for ingress and egress over and across the following described area;

An easement over that part of Lot Two (2), Powerhouse, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N03°20'47"W, A DISTANCE OF 180.83 FEET ALONG THE WEST LOT LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE WEST LOT LINE OF SAID LOT 2, N03°20'47"W ALONG THE WEST LOT LINE OF SAID LOT 2, A DISTANCE OF 45.01 FEET; THENCE CONTINUING ALONG THE WEST LOT LINE OF SAID LOT 2 S87°53'54"W, A DISTANCE OF 4.54 FEET; THENCE CONTINUING N01°55'12"W ALONG THE WEST LOT LINE OF SAID LOT 2, A DISTANCE OF 210.18 FEET; THENCE CONTINUING N45°01'09"W, A DISTANCE OF 70.66 FEET; THENCE N42°39'07"W, A DISTANCE OF 107.86 FEET TO A POINT ON THE SOUTH LINE OF VACATED LEAVENWORTH STREET ALSO BEING THE NORTHEAST CORNER OF LOT 1, POWERHOUSE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE N87°51'51"E, A DISTANCE OF 32.89 FEET; THENCE S42°39'07"E, A DISTANCE OF 185.57 FEET; THENCE S04°30'21"E, A DISTANCE OF 293.11 FEET; THENCE S87°52'30"W A DISTANCE OF 42.39 FEET TO THE POINT OF BEGINNING;

AS FURTHER DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Any and all improvements within the aforementioned ingress and egress easement area shall be designed and constructed such that they comply with AASHTO Standards of HS-20 with a turning radius of 60'. This ingress and egress easement is for the benefit of GRANTOR, its agents, invitees, successors and assigns and shall run with the land, be binding upon the GRANTEE and all subsequent owners of the Real Estate, and their successors and assigns.

All of the reserved easements set forth in this Special Warranty Deed with Reserved Permanent Easements are appurtenant to the Grantor's Retained Property and shall run with the land, be binding upon the GRANTEE and all subsequent owners of the Real Estate and the Real Estate shall be held, conveyed, hypothecated and encumbered, leased, rented, used, occupied, and improved subject to the foregoing reservations of easements.

And GRANTOR, for itself and its successors, does hereby covenant and agree to and with the GRANTEE, and its successors and assigns, that at the time of the execution and delivery of these presents it

is lawfully seized of said premises, that it has good right and lawful authority to convey the same; that they are free from encumbrance, except those now of record; and GRANTOR does hereby covenant for itself and its successors to warrant and defend title to the Real Estate against the lawful claims of all persons claiming by or through or under GRANTOR.

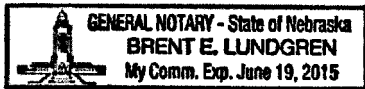
IN WITNESS WHEREOF, the GRANTOR has hereunto (caused its Corporate Seal to be affixed) (the said GRANTOR has no Corporate Seal) and these presents to be signed by its officer on the date first above written.

Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska

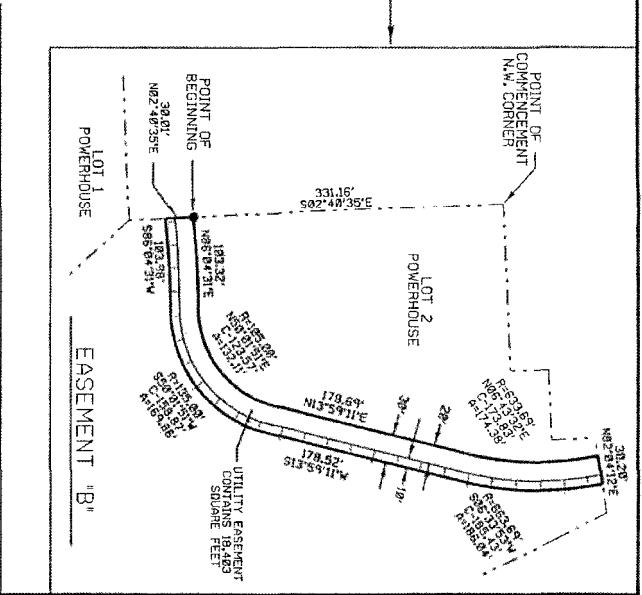
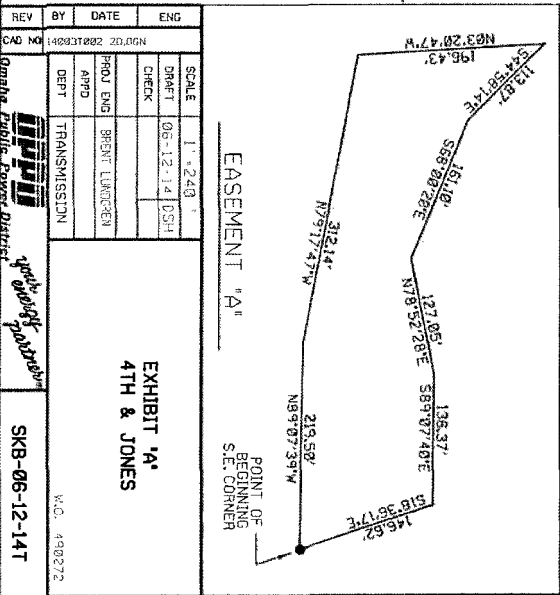
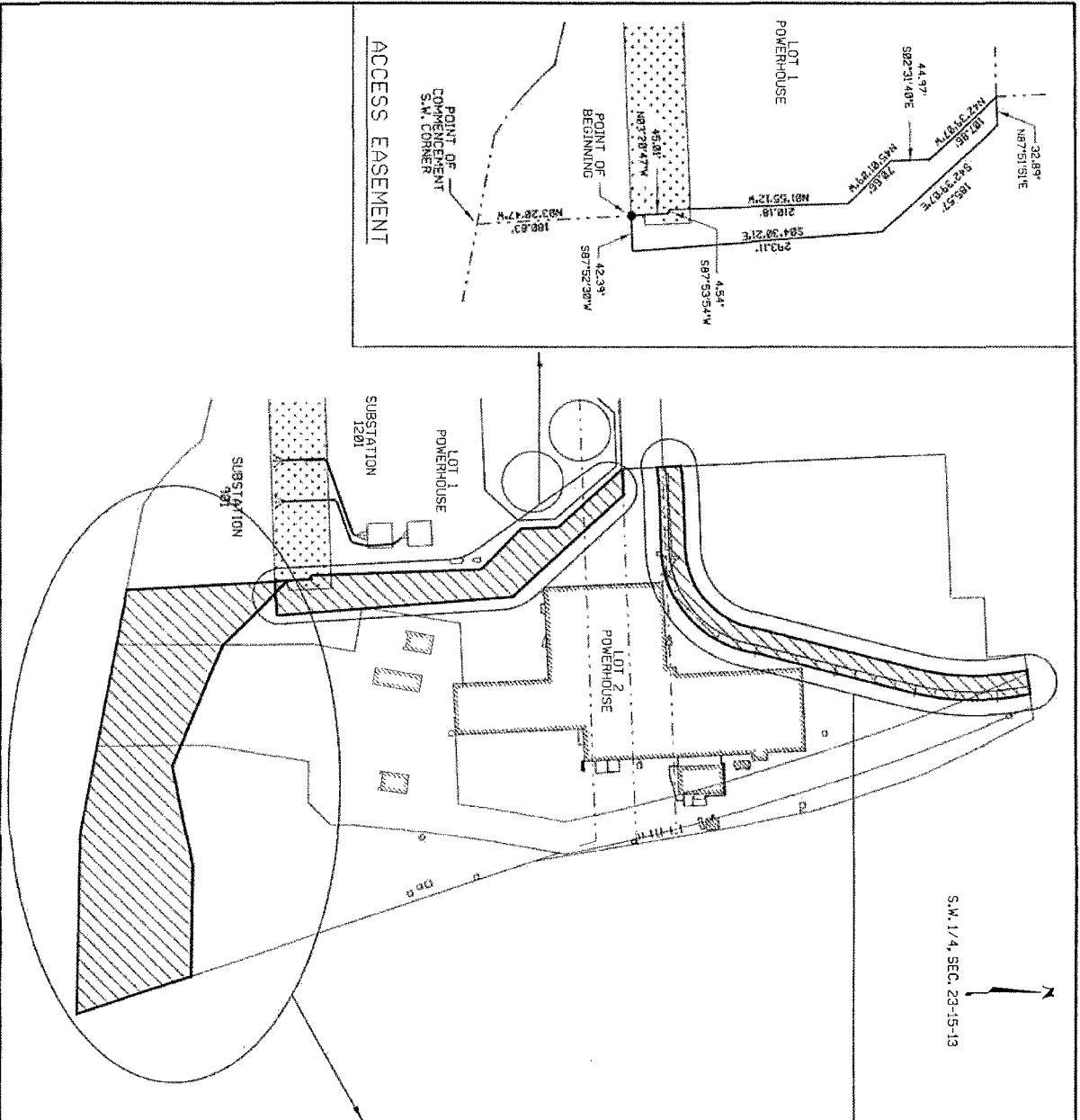
By: 
Sherrye L. Hutcherson, Vice President -
Corporate Services and CAO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of June 2014, by Sherrye L. Hutcherson, Vice President - Corporate Services and CAO of the Omaha Public Power District.




Notary Public



REV	BY	DATE	ENG
CAC NO	1499313802	2D.DGN	

SCALE	1" = 243'
DRAWN	06-12-14 J.S.H.
CHECK	
PROJ. ENG.	BRENT LANGRISH
APPD.	TRANSMISSION
DEPT.	

EASEMENT 'A'

POINT OF BEGINNING S.E. CORNER

EASEMENT 'B'

UTILITY EASEMENT CONTAINS 16.429 SQUARE FEET