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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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2016071827

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SPECIAL WARRANTY DEED
WITH
RESERVED PERMANENT EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THIS SPECIAL WARRANTY DEED WITH RESERVED PERMANENT EASEMENTS, made this 30th day of August, 2016, 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"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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 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, fencing, pump house building (the "Pump House"), and other appurtenances, (iii) underground and above ground communications facilities consisting of cables, conduit, manholes, drains, splicing boxes and other appurtenances, and (iv) sewer facilities consisting of pipe and other appurtenances upon, over, along, under, in and across the following portions of the Real Estate (collectively, the "Easement Areas"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Provided, however, that except for GRANTOR'S Pump House and related improvements located within the portion of the Easement Area legally described in Exhibit "B" attached hereto and incorporated by

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reference herein (the "Pump House Easement Area"), all of GRANTOR's above described equipment, facilities, improvements located within that portion of the Easement Area legally described in Exhibit "C" attached hereto and incorporated by reference herein (the "Roundabout Area") shall be shall be located underground.

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; provided further, however, that GRANTEE shall have the right to install, maintain and replace pavement and landscaping on all portions of the Roundabout Area except the Pump House Easement Area;
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, however, that GRANTEE may maintain and replace landscaping on all portions of the Roundabout Area except the Pump House Easement Area.

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 as Lots 1 and 3, Power Station, 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 Real Estate.

PROVIDED FURTHER, THAT, GRANTOR reserves the permanent and perpetual exclusive easement for GRANTOR's Pump House and appurtenances over, under, in, and across the Pump House Easement Area.

Any and all improvements constructed by GRANTEE within the Roundabout 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 Properties 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

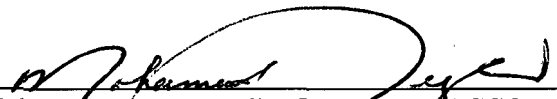
By: 
Mohamad Doghman, Vice President and CCO




EXHIBIT "A"

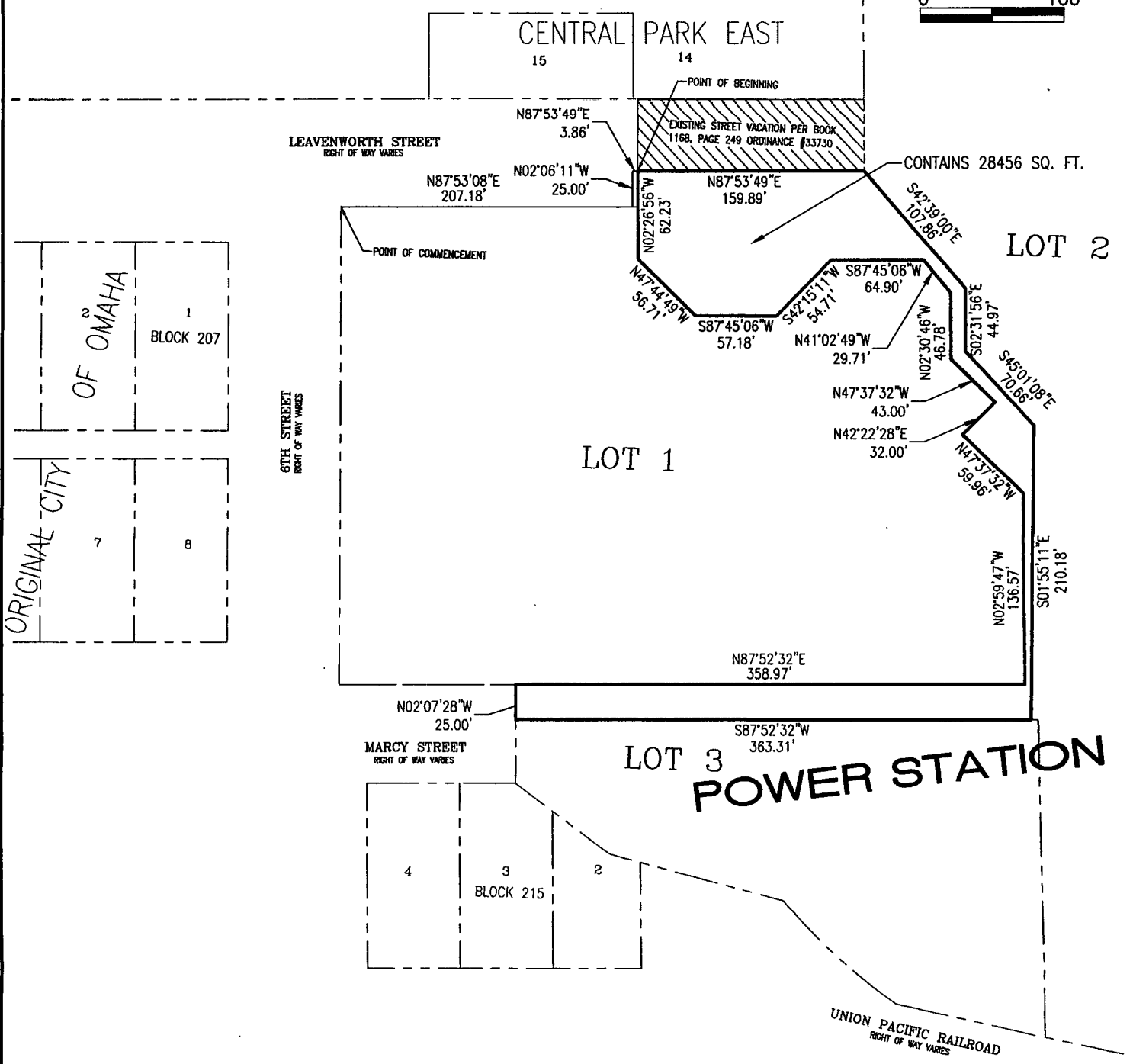
Legal Description of Real Estate

(Attached)

OPPD REAL ESTATE CONVEYED TO DEVELOPER

LEGEND

-  BOUNDARY LINE
-  LOT LINE
-  STREET VACATION



LAMP RYNEARSON & ASSOCIATES

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LEGAL DESCRIPTION

That part of Lot 2, POWER STATION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of said Lot 1;

Thence North 87°53'08" East (bearings referenced to the Final Plat of POWER STATION) for 207.18 feet along the north line of said Lot 1;

Thence North 02°06'11" West for 25.00 feet continuing along said north line;

Thence North 87°53'49" East for 3.86 feet continuing along said north line to the TRUE POINT OF BEGINNING;

Thence North 87°53'49" East for 159.89 feet to the northeast corner of said Lot 1;

Thence along the east line of said Lot 1 the following four (4) courses;

1. Thence South 42°39'00" East for 107.86 feet;
2. Thence South 02°31'56" East for 44.97 feet;
3. Thence South 45°01'08" East for 70.66 feet;
4. Thence South 01°55'11" East for 210.18 feet;

Thence South 87°52'32" West for 363.31 feet to the west right of way line of Marcy Street;

Thence North 02°07'28" West for 25.00 feet along said west right of way line;

Thence North 87°52'32" East for 358.97 feet;

Thence North 02°59'47" West for 136.57 feet;

Thence North 47°37'32" West for 59.96 feet;

Thence North 42°22'28" East for 32.00 feet;

Thence North 47°37'32" West for 43.00 feet;

Thence North 02°30'46" West for 46.78 feet;

Thence North 41°02'49" West for 29.71 feet;

Thence South 87°45'06" West for 64.90 feet;

Thence South 42°15'11" West for 54.71 feet;

Thence South 87°45'06" West for 57.18 feet;

Thence North 47°44'49" West for 56.71 feet;

Thence North 02°26'56" West for 62.23 feet to the Point of Beginning.

Contains 28,456 square feet.

10-22-14

LAMP, RYNEARSON & ASSOCIATES, INC.

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EXHIBIT "B"

Legal Description of Pump House Easement Area

(Attached)

EXHIBIT B

LEGAL DESCRIPTION

AN OPPD EASEMENT OVER THAT PART OF LOT 2, POWER STATION, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14, CENTRAL PARK EAST, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA;

THENCE SOUTH 87°51'50" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF POWER STATION) FOR 90.50 FEET ALONG THE SOUTH LINE OF SAID LOT 14;

THENCE SOUTH 02°08'10" EAST FOR 50.54 FEET TO THE INSIDE BACK OF CURB OF THE TRAFFIC CIRCLE ON SAID LOT 2 AND THE TRUE POINT OF BEGINNING;

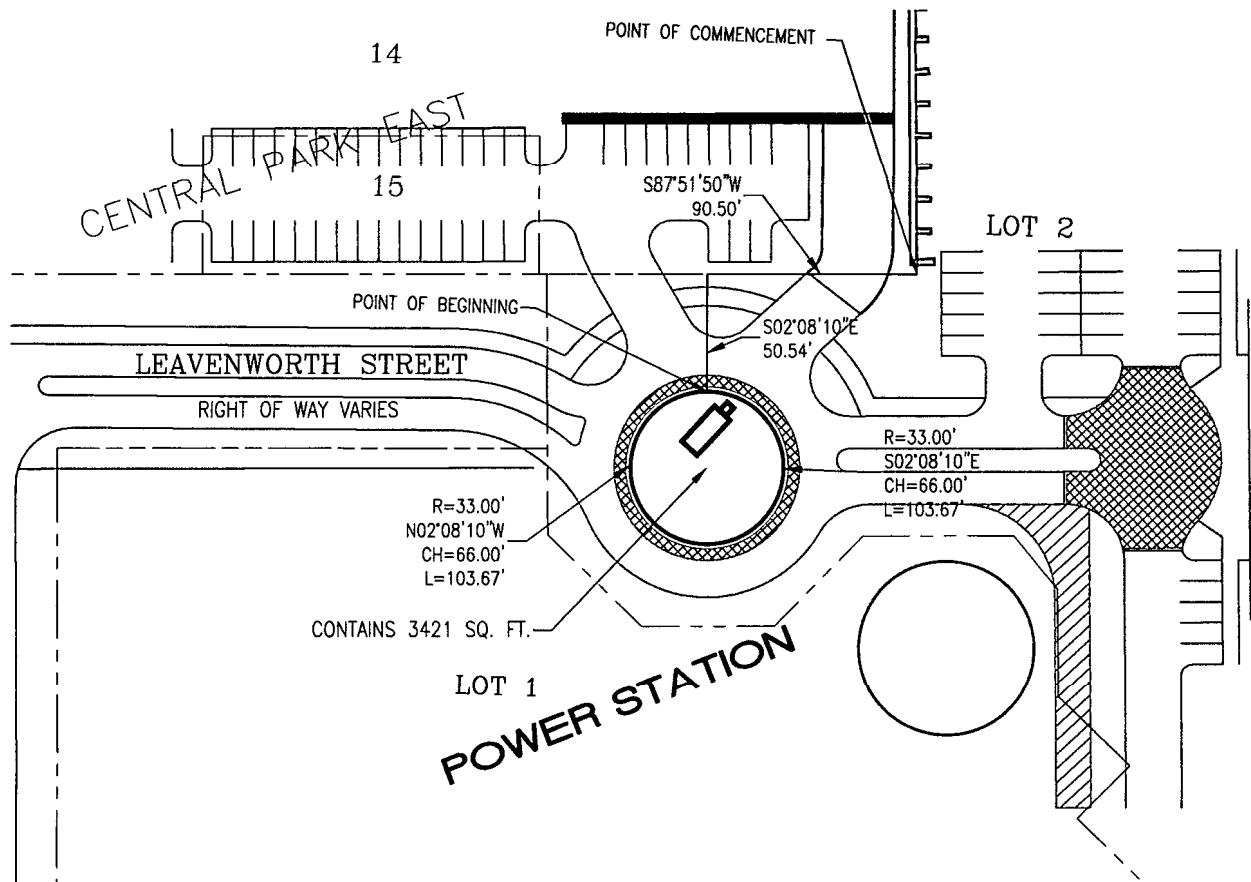
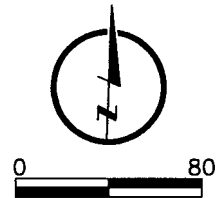
THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 33.00 FEET AND A LONG CHORD BEARING SOUTH 02°08'10" EAST FOR 66.00 FEET) FOR AN ARC LENGTH OF 103.67 FEET ON SAID INSIDE BACK OF CURB LINE;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 33.00 FEET AND A LONG CHORD BEARING NORTH 02°08'10" WEST FOR 66.00 FEET) FOR AN ARC LENGTH OF 103.67 FEET CONTINUING ON SAID INSIDE BACK OF CURB LINE TO THE POINT OF BEGINNING.

CONTAINS 3,421 SQUARE FEET.

LEGEND

- EASEMENT LINE
- - - - - LOT LINE
- PAVING LINE



**LAMP RYNEARSON
& ASSOCIATES**

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EXHIBIT "C"

Legal Description of Roundabout Area

(Attached)

EASEMENT EXHIBIT

LEGAL DESCRIPTION

AN ACCESS EASEMENT OVER THAT PART OF LOT 2, POWER STATION, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 14, CENTRAL PARK EAST, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA;

THENCE SOUTH 02°14'54" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF POWER STATION) FOR 112.79 FEET TO THE NORTH LINE OF LOT 1, POWER STATION;

THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES;

1. THENCE SOUTH 87°45'06" WEST FOR 23.32 FEET;

2. THENCE SOUTH 42°15'11" WEST FOR 54.71 FEET;

3. THENCE SOUTH 87°45'06" WEST FOR 57.18 FEET;

4. THENCE NORTH 47°44'49" WEST FOR 56.71 FEET;

THENCE NORTH 02°26'56" WEST FOR 112.37 FEET TO THE SOUTH LINE OF SAID LOT 14;

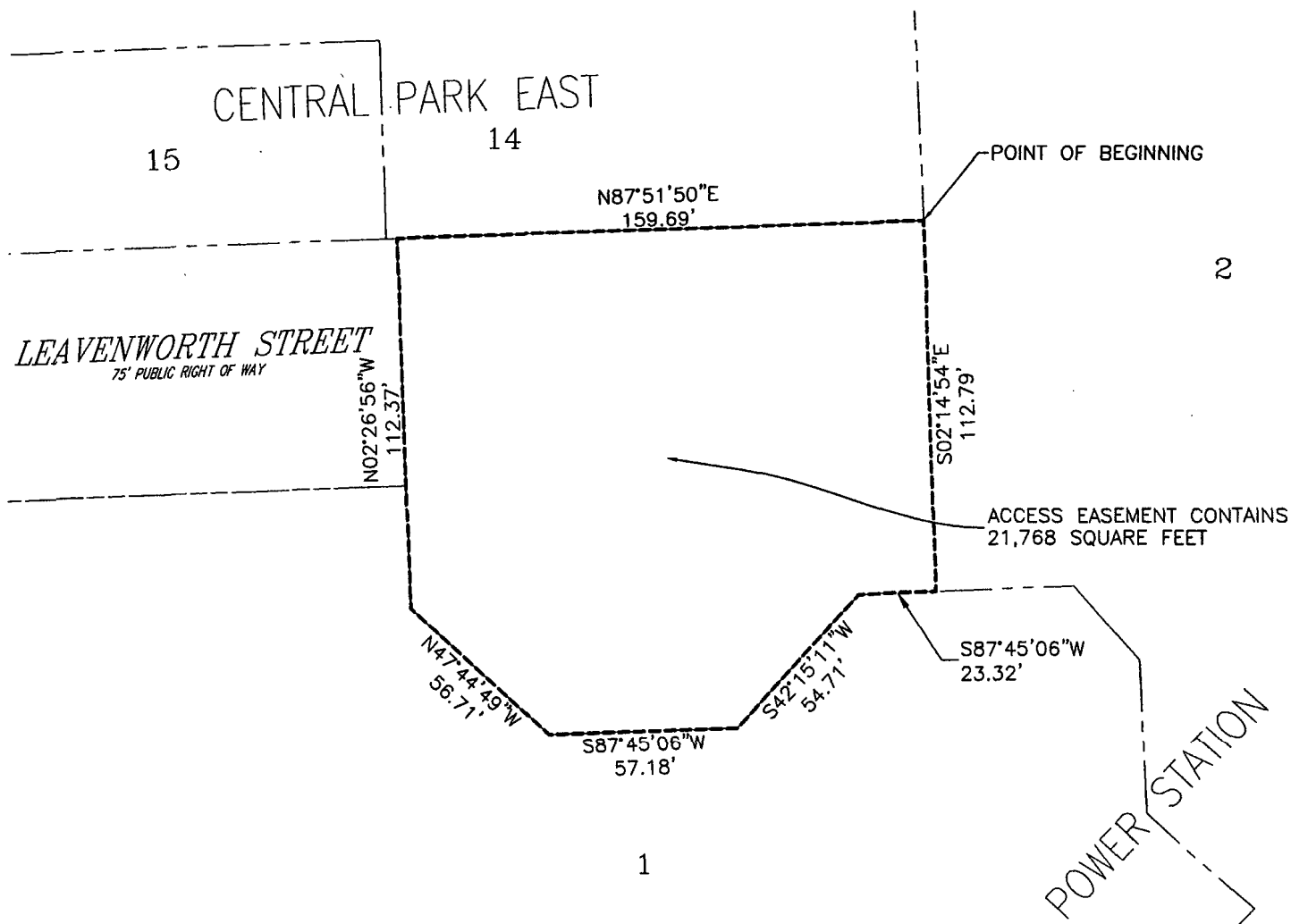
THENCE NORTH 87°51'50" EAST FOR 159.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,768 SQUARE FEET.



LEGEND

- LOT LINE
- EASEMENT LINE



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