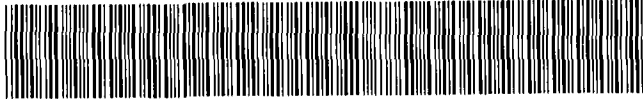




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March 3, 2009

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/25/2011 13:22:03.44
Doc.#

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RIGHT-OF-WAY EASEMENT

Lot 9 LLC + ~~Lot 2~~ DAVIS BUSINESS VENTURE II, LLC
Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Nine (9), Union Pacific Place, an Addition as surveyed, platted and recorded, in Douglas County, Nebraska, Now known as Lot 9, Mixed Use Condominium Lots 1 thru 4.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, 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, to wit:

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

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 said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade 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. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 11 day of AUG, 2009.

OWNERS SIGNATURE(S)

Christian Christensen
Managing Member of Lot 9 LLC

Lisa Davis
Chief Financial Officer
Davis Business Venture II, LLC

OPPD 1

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 11 day of August, 2011, before me the undersigned, a Notary Public in and for said County, personally came XX

Christian Christensen*

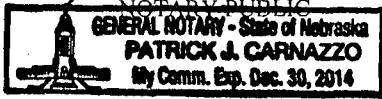
[Signature]

* President and Mg. Member
Lot 9 LLC LCFO

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 his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

[Signature]



INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County and State, personally appeared

XX Lisa Davis, CFO, Davis Business Venture II, LLC

personally to me known to be the identical person(s) 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.

NOTARY PUBLIC

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