

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mail
Omaha, NE 68102-2247

RECEIVED
Dec 20 '95
Dec 20 11 19 AM '95

GEORGE J. BLONDELL
REGISTER OF DEEDS
DOUGLAS COUNTY



ANCR1

299

ANCHOR AND DOWN GUY EASEMENT

Plaza 87 Partnership, a Nebraska general partnership

Owner(s)

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor".

The West 116 feet of Lot of Lot 3, Lot 4, and Lot 5, in "F" Street Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

In consideration of the sum of (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged; do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereafter referred to as "District", a permanent easement, with rights of ingress and egress thereto, to install and maintain (1) anchor(s) and down guy wire(s) upon, over and under that portion of the above described real estate as follows:

A strip of land being Ten feet (10') in width, being Five feet (5') each side of and parallel to down guy and anchor as constructed.

CONDITIONS:

The District shall install and maintain on said down guy wire(s) suitable and durable protective device(s) or guard(s).

After anchor(s) and down guy(s) have been installed, no permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

The foregoing right is granted upon the express condition that the District will assume liability for all damages to the above described property caused by the District's failure to use due care in its exercise of the granted right.

It is further agreed that the Grantee has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/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 the conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 18 day of December, 1995

James J. Webster
General Partner

OWNERS SIGNATURE(S)

CORPORATE ACKNOWLEDGEMENT

STATE OF Nebraska
COUNTY OF Douglas
On this 18th day of December, 1995, before me the undersigned, a Notary Public in and for said County, personally came James J. Webster President of Plaza 87 Partnership General Partner 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.

Blondell Winston
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

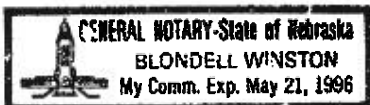
STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

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

NOTARY PUBLIC

13731
FEE | 1.50 | Rq. 51 | 62-11
LCL C/O COMP
LEGAL PG SCAN W FV



NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

Distribution Engineer _____ Date _____ Property Management _____ Date _____

Section NE 1/4 34 Township 15 North, Range 12 East

Salesman Winston Engineer Webster Est. # _____ W.O.# M1 8782

1164
322

Exhibit 'A'

