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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 27th day of July, 1999, between FIFTY JOINT VENTURE, a Nebraska General Partnership, hereinafter referred to as "Grantor" and OMAHA PUBLIC POWER DISTRICT, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Omaha Public Power District, its successors and assigns, an underground easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of electricity and all appurtenances thereto, together with the right of reasonable ingress and egress to and from the same, under lands described as follows:

PERMANENT EASEMENT

A tract in Spring Valley Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The west 5.00 feet in width of Lot 2, Spring Valley Plaza Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Said tract is depicted on the drawing marked Exhibit A attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Omaha Public Power District, its successors and assigns.

1. The Grantor agrees that neither it nor its successors or assigns (i) will at any time erect, construct or place on or below the surface of said easement tract any building or structure, except (a) pavement, asphalt, or substantially equivalent materials, and (b) landscaping, and (ii) will give anyone else permission to do so.

2. The Grantee shall restore the surface of the soil including landscaping, if any, or any other covering such as pavement or asphalt, whether it be during initial installation or any subsequent maintenance or additional installation, excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour and condition thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the lawful claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1/2 Right of Way 6W/EPI
444 South 16th Street Mail
Omaha, NE 68102-2247

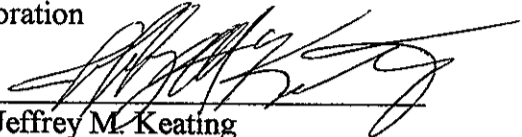
5. The person executing this instrument represents that he has the requisite authority to execute same and make this conveyance on behalf of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

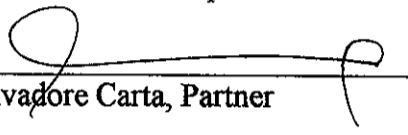
FIFTY JOINT VENTURE, a
Nebraska General Partnership

Grantor

By: Venture-50, Inc., a Nebraska
Corporation

By: 
Jeffrey M. Keating
Vice President

By: Lerner Fifty Partnership, a Nebraska
General Partnership

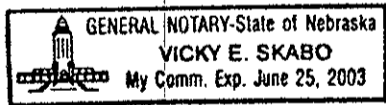
By: 
Salvadore Carta, Partner

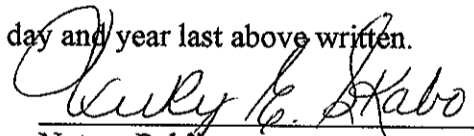
ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 16 day of August, 1999, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Jeffrey M. Keating, Vice President of Venture-50, Inc., a Nebraska Corporation, a Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of such Partnership, to me know to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as said Vice President and the voluntary act and deed of Fifty Joint Venture, a Nebraska General Partnership.

WITNESS my hand and Notarial Seal the day and year last above written.

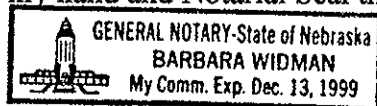


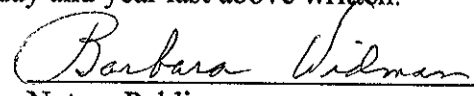

Notary Public

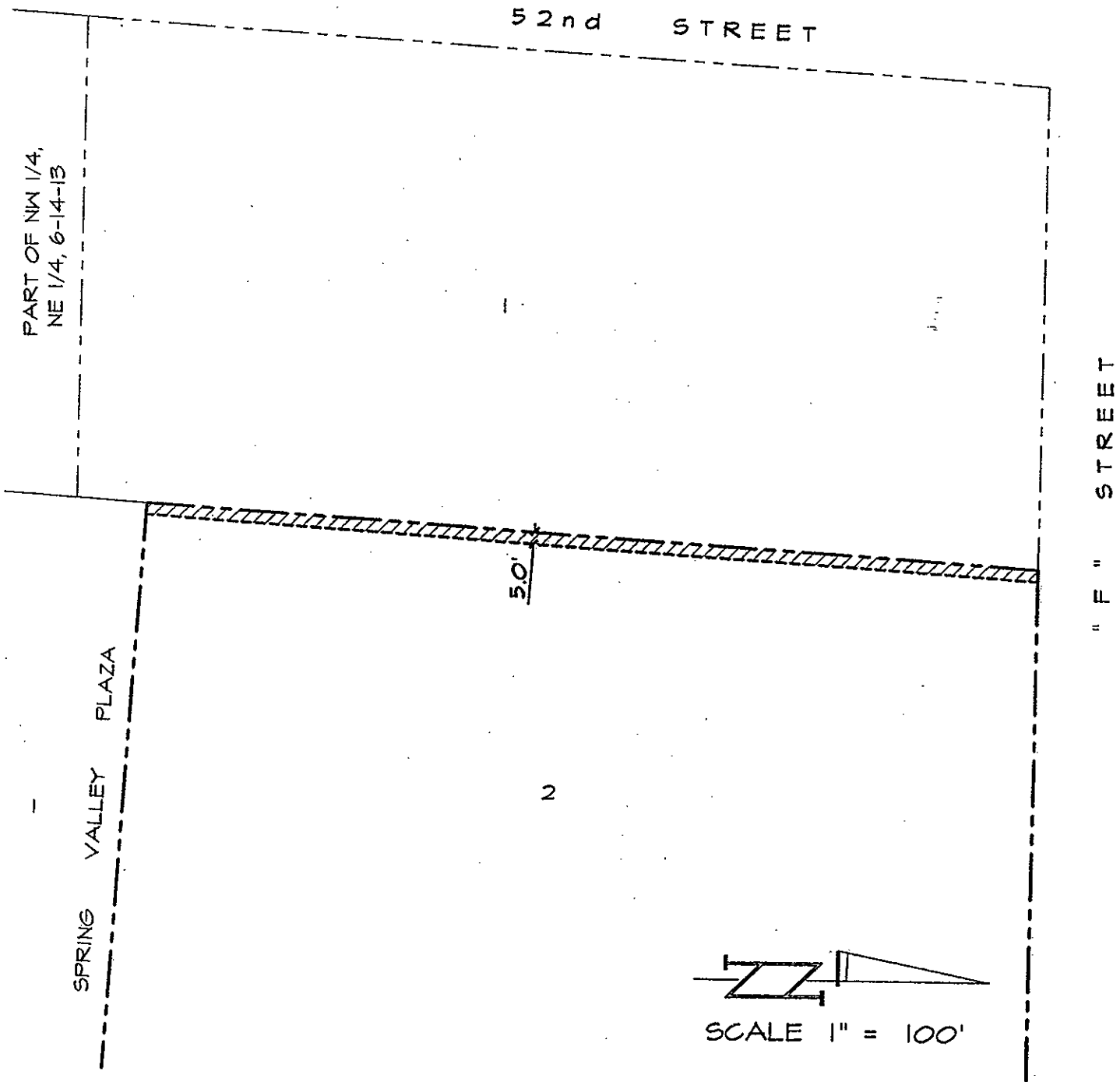
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of August, 1999, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Salvadore Carta, Partner of Lerner Fifty Partnership, a Nebraska General Partnership, a Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of Fifty Joint Venture, to me know to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as said Partner and the voluntary act and deed of Fifty Joint Venture, a Nebraska General Partnership.

WITNESS my hand and Notarial Seal the day and year last above written.




Notary Public



LEGAL DESCRIPTION

THE WEST 5.00 FEET IN WIDTH OF LOT 2, SPRING VALLEY PLAZA REPLAT 1, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

THE LERNER COMPANY

TD2 FILE NO. 738-117-6

DATE: NOVEMBER 3, 1997

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT A