



BK 0935 PG 353



MISC 1990 15352

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

March 28, 1990

I, Fifty Joint Venture Owner(s)
We, _____
of the real estate described as follows, and hereafter referred to as "Grantor",

See the Reverse Side hereof for Legal Descriptions of Land Affected

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 referred to as "Grantee", 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:

A strip of land Ten Feet (10') in width being Five Feet (5') parallel and abutting each side of the centerline of District's facilities as constructed on Lots 1 & 2 Spring Valley Plaza

(See exhibit attached for easement areas herein granted.)

935
353-355 Comp only
CJO FEE 116.
DEL VK MC
COMP FIB 47-36767

RECEIVED

AUG 20 2 16 PM '90

REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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 parties hereto have signed their names and caused the execution of this instrument this 13th day of August, 19 90.

Fifty Joint Venture, a Nebraska general partnership

By: Lerner Fifty Partnership
Partner

By: Jay R. Lerner, Partner

Distribution Engineer _____ Date _____

Property Management JSR Date 8-18-90

NE 1/4
Section 6 Township 14 North, Range 13 East

Salesman Duckworth Engineer Broschat Est. # 8900180
8900179 w.o. # 5551

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

STATE OF
COUNTY OF

STATE OF
COUNTY OF

On this _____ day of _____, 19 _____,
before me the undersigned, a Notary Public in and
for said County, personally came _____

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

President of _____
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
_____ voluntary act and deed for
the purpose therein expressed.

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 at _____
_____ in said County the day and year
last above written.

Witness my hand and Notarial Seal the date above
written.

NOTARY PUBLIC

NOTARY PUBLIC

Lots 1 and 2 Spring Valley Plaza, a subdivision in Douglas County, Nebraska.

JRL

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me, a Notary Public, this
13 day of August, 1990, by Jay R. Lerner, managing partner of Lerner Fifty
Partnership, a Nebraska general partnership, on behalf of said partnership, as
general partner of Fifty Joint Venture, a Nebraska general partnership, on behalf
of said partnership.



Sandra K. Stebbins

Notary Public

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
Attn: Est. Dir. /
444 South 16th Street Mall
Omaha, NE 68102-2247

"F"

STREET

