Return to: NEBRASKA CLOSING & ESCROW (& 3) 13917 Gold Circle Omaha, Nebraska 68144





RECEIVED

SEP 20 10 39 AM '95

GEORGE A. A. REGISTO DONOLAS

WARRANTY DEED

FEE 850 COMPMD DEL C/O **LEGAL PG**

KNOW ALL MEN BY THESE PRESENTS THAT I or WE, 5500 L Street Properties Co., a Nebraska General Partnership, herein called the granter whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto N P Dodge Bullding Company, herein called the grantee whether one or more, the following described real property in Douglas County, Nebraska:

A tract of land located in Lot 44, Heavenly Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Referring to the Northenst Corner of said Lot 44 thence Southerty a distance of 68,90 feet along the East line of said Lot 44 to the point of beginning; thence Southerty deflecting 900 degrees, 00 minutes, 00 seconds, a distance of 56,10 feet along said line to the Southeast Corner of said Lot) thence Wasterly deflecting 900 degree, 00 minutes, 00 seconds right, a distance of 20,00 feet along the South line of taid Lot 44 to the Southeast Corner of said Lot; thence Northerty deflecting 900 degrees, 00 minutes, 00 seconds right, a distance of 15,00 feet along said line; thence Northeasterly deflecting 052 degrees, 25 minutes, 47 seconds right, a distance of 63,11 feet; thence Easterly deflecting 016 degrees, 34 minutes, 13 seconds right, a distance of 15,00 feet to the point of beginning. feet to the point of beginning.

AND

59 16010

Lots 154, 155, 156, 157, 158 and 159, Heavenly Acres Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that part of Lots 155, 156 and 157 deeded to the State of Nebraska for highway purposes described as follows: Beginning at the Northwest Corner of Lot 155; thence Easterly a distance of 575,00 feet to the Northeast corner of said Lot 157; thence Southerly deflecting 090 degrees, 23 minutes, 00 seconds right, a distance of 874.69 feet to a point on the West line of said Lot 155; thence Northerly deflecting 091 degrees 00 minutes, 00 seconds right, a distance of 68.90 feet along said time to the point of beginning.

To have and to hold the above described premises together with all tenements, hereditaments and appartenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, tasements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

STATE OF NEBRASKA COUNTY OF DOUGLAS 5500 'L' Street Properties Co.

James W Farp, a General Partner

The foregoing instrument was acknowledged before me on this X day of (W. Earp, a General Partner of 5500 'L' Street Properties Co., a Nebraska General Partnership

> GENERAL NOTARY-State of Mebraska CAROLYN J. MELLOR My Comm. Exp. May 29, 1997

NOTARY PUBLIC

My Commission Expires: X_

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

NEBRASILA DE CHISENTAP STAMP TAX

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





вкио January 16, 1996

RIGHT-OF-WAY EASEMENT

N.P. DODGEECOMPANY, N.P. DODGE JR	5		Ommore	۸,
of the real estate described as follows, and hereafter referred to as "Grantor	ii	**	Owner(8)

Lot 155, Heavenly Acres Replat, as surveyed, platted and recorded in Douglas County, Nebraska.

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", an 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 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 grant such right and that their 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 right. Grantee shall exercise good judgement in the installation or modification of said Underground services, and shall be responsible for its own negligence.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 23 day of January 19 96

OWNERS SIGNATURE(S)

PRESIDENT OF N.P. DODGE COMPANY

O1379 H

DEL. CIO COMP VO COMP VO

PLEASE NOTARIZE ON THE REVERSE SIDE

on this 23 day of January, 1994 effore me the undersigned, a Notary Public in and or said County, personally came N. F. Dodge, Tr. President of N. P. Dodge Company 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 identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof to be identical person and who acknowledged the execution thereof and who acknowledged the execution thereof to be identical person and who acknowle	ed erson(s)
on this 23 day of Januacy 1991 before me the undersigned, a Notary Public in and for said County, personally came N. P. Dodge, Tr. President of N. P. Dodge Company or sonally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) in the special personally appeared who acknowledged the execution thereof to be 12 voluntary act and deed for the purpose herein expressed. Witness my hand and Notarial Seal the date above written. Witness my hand and Notarial Seal the date above written. NOTARY PUBLIC SUE KNIGHT My Comm. Exp. Sopt. 23, 1996 NOTARY AT ALL REGISTER OF DEEDS NOTARY PUBLIC N	ed erson(s)
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12906 12916	
- GEHICAGO ST	
Distribution Engineer Date Property Management Date Section NW/4 19 Township 15 North, Range 12 East Salesman Quinn-McGovern Engineer Quinn-McGovern Est. # 960001201 W.0.# MI 5112	

Section 1. Control of the section of