



BK 0891 PG 031



MISC 1989 10487

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

X
I. We, Lerner Military Partnership, a Nebraska General Partnership Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

LEGAL DESCRIPTION:
That part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, T16N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the NW corner of said NE $\frac{1}{4}$; thence N89 $^{\circ}$ 43'43"E (assumed bearing) 488.89 feet on the North line of said NE $\frac{1}{4}$ to a point on the Southerly right-of-way line of State Highway 133 (Blair High Road); thence Easterly on the Southerly right-of-way of State Highway 133 on the following described courses; thence S43 $^{\circ}$ 42'03"E 65.69 feet; thence S80 $^{\circ}$ 48'20"E 174.66 feet; thence S64 $^{\circ}$ 13'10"E 0.78 feet to the point of beginning; thence continuing S64 $^{\circ}$ 13'10"E 402.37 feet; thence S32 $^{\circ}$ 59'03"E 293.43 feet to a point on the West right-of-way line of 90th Street; thence S00 $^{\circ}$ 11'57"W 196.81 feet on the West right-of-way line of said 90th Street; thence S07 $^{\circ}$ 28'42"E 356.40 feet on the West right-of-way line of said 90th Street to the Northerly right-of-way line of Old Military Road; thence Westerly on the Northerly right-of-way line of Old Military Road on the following described courses; thence Southwesterly on a 58.52 foot radius curve to the right, chord bearing S73 $^{\circ}$ 03'38"W, chord distance 70.11 feet, an arc distance of 75.17 feet; thence N70 $^{\circ}$ 08'32"W 45.30 feet; thence N71 $^{\circ}$ 45'02"W 217.74 feet; thence S86 $^{\circ}$ 27'49"W 192.00 feet; thence S87 $^{\circ}$ 21'35"W 61.23 feet to a point 707.09 feet East of the West line of said NE $\frac{1}{4}$; thence N00 $^{\circ}$ 05'34"E 922.82 feet on a line 707.09 feet East of and parallel to the West line of said NE $\frac{1}{4}$ to the point of beginning.
Containing 9.60 acres more or less.

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:

See Exhibit "A" on the attached sheet 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.~~

~~Existing buildings are exempt from this condition.~~ See Addendum Annexed
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. and paving

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.

X IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 14th day of June, 1989.

X

Lerner Military Partnership
By [Signature]
Salvadore Carta, Partner

Distribution Engineer [Signature] Date 6/20/89 Property Management [Signature] Date 6-19-89
Section SE $\frac{1}{4}$ 34 Township 16 North, Range 12 East
Salesman Gellerman Engineer O'Donnel Est. # 8900038 W.O. # 3896

5808 N. 90th Street

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

X CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska

STATE OF

COUNTY OF Douglas

COUNTY OF

On this 14th day of June, 1989,
before me the undersigned, a Notary Public in and
for said County, personally came _____
Salvadore Carta, Partner

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

~~President of~~ Lerner Military Partnership
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.

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

Witness my hand and Notarial Seal the date above
written.

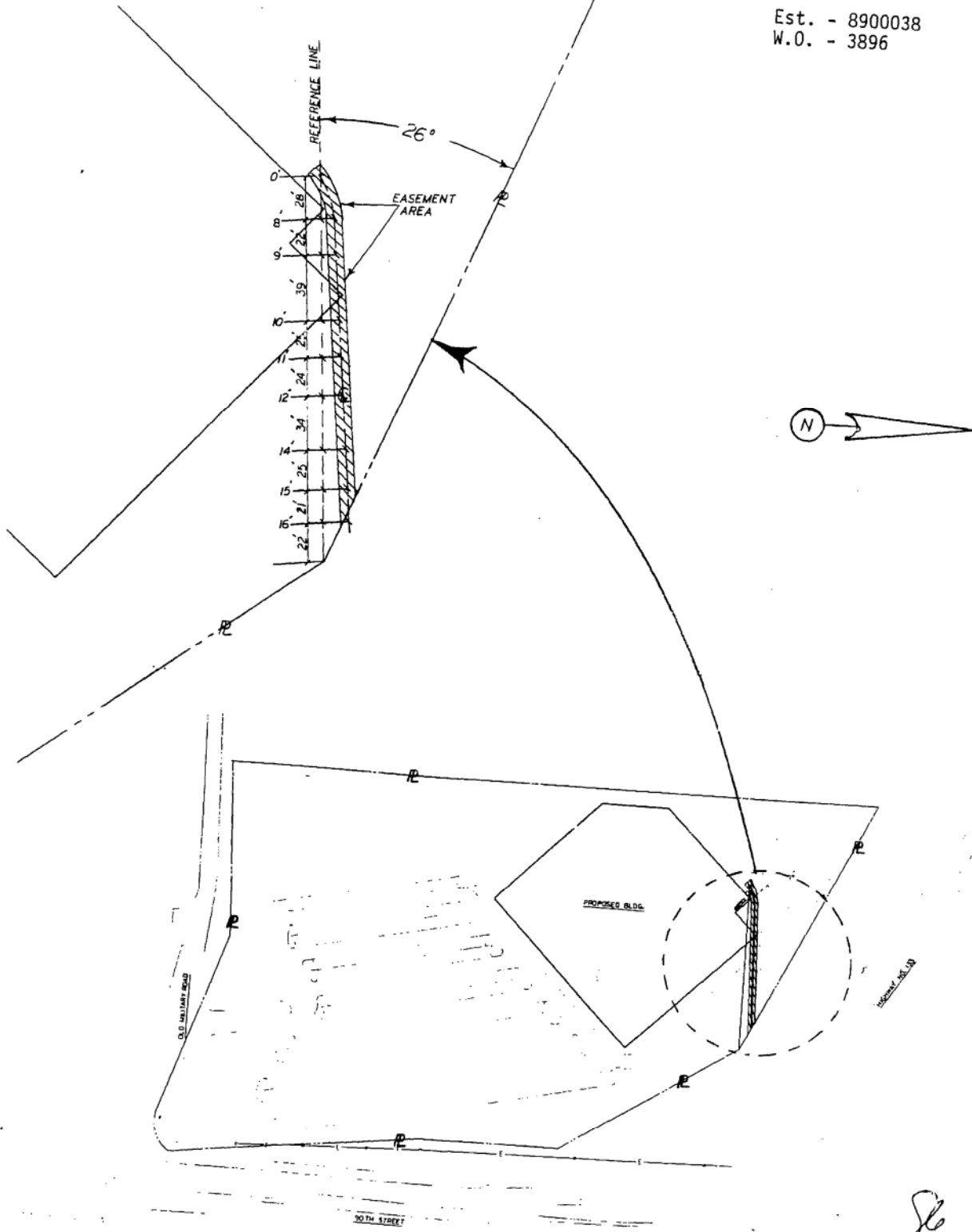
GENERAL NOTARY-State of Nebraska
CANDICE N. MOORE
My Comm. Exp. Nov. 30, 1990

Candice N. Moore
NOTARY PUBLIC

NOTARY PUBLIC

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
Real Estate Division
411 South 16th Street Mall
Omaha, NE 68102-2247

Est. - 8900038
W.O. - 3896



ADDENDUM TO RIGHT-OF-WAY EASEMENT

Buildings existing or under construction on the date of this Agreement may encroach upon the Easement Area. The District shall not have any right to remove any portion of any such buildings which encroach upon the Easement Area. Grantor reserves the right to pave the Easement Area.

Lerner Military Partnership

By [Signature]
Salvadore Carta, Partner

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RECEIVED
1989 JUN 28 PM 1:30
GEORGE J. BUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

891 N 34-16-12⁶⁰ C/O [] FEE 20⁵⁰
31-34 N 34-16-12 DEL VK MC We
[] COMP F/R 01-6000