



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:

153524 P.M.C.

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 CJO FEE 116.<sup>00</sup>  
353-355 Comp only DEL VK MC  
These COMP FIB 47-36767

RECEIVED  
Aug 20 2 16 PM '90  
REGISTER OF DEEDS  
DOUGLASS 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, 1990.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 v.o. # 5551  
8900179

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE



