



MISC 2016054090



JUL 11 2016 09:32 P 3

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 FEE 22.00 FB 6-28767
 BKP _____ C/O _____ COMP SN
 DEL _____ SCAN _____ FV

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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 7/11/2016 09:32:40.89



2016054090

Return to:
 OMAHA PUBLIC POWER DISTRICT
 Land Management 6W/EP4
 444 South 16th Street Mall
 Omaha, Nebraska 68102-2247

OPPD Doc. #:
 Date: June 8, 2016
 JNT UNG

RIGHT-OF-WAY EASEMENT

TRP PROPERTIES LLC, a Nebraska limited liability company
 owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

Lot 3 in Omaha Works Industrial Park Replat 11, a Subdivision 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 and convey to the Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska, and to CenturyLink, Inc. and/or Cox Communications, Inc. to the extent either or both entities have been granted a franchise to provide a cable television system in the area to be subdivided (collectively, the "Utilities"), their successors and assigns, a permanent utility easement with rights of ingress and egress thereto, to survey, construct, reconstruct, relocate, add to, maintain, install, inspect, repair, replace, renew and operate thereon its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, for the carrying and transmission of electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, upon, through, along, under and across the following described real estate (the "Easement Area"):

See attached Exhibit A for description of Easement Area

CONDITIONS:

The Grantor hereby grants to said Utilities, their successors and assigns, the perpetual right, privilege and authority, but not obligation to trim or remove any and all trees, roots, brush, and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the Utilities.

Where the Utilities facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the Utilities facilities.

Grantor covenants that he/they has/have lawful possession of said Grantor's Property, 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 Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the Utilities hereunder. Grantor agrees not to construct or erect any buildings, retaining walls or other improvements in, on or over the Easement Area other than paving, curbing and/or landscaping that do not then or later interfere with the granted easement uses.

The Utilities shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner and only when reasonably necessary.

The Utilities shall pay the Grantor and/or lessee, as their interests may appear, for all damages to growing crops, fences or other property on Grantor's Property which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing.

The undersigned agrees and represents that he/she has read and understands the Joint Utility Easement and that this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Joint Utility Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 1 day of July, 2016

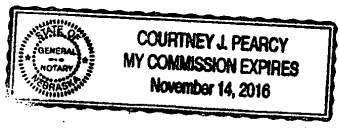
OWNERS SIGNATURE(S)

TRP Properties, LLC

Sign: [Signature] Sign: _____
 Print: Terry R. Peterson Print: _____
 Title: MEMBER Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
 COUNTY OF Douglas)



On this 01 day of July, 2016, before me the undersigned, a Notary Public in and for said County, personally came Terry R. Peterson to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Courtney J. Pearcy
 NOTARY PUBLIC

ACKNOWLEDGMENT

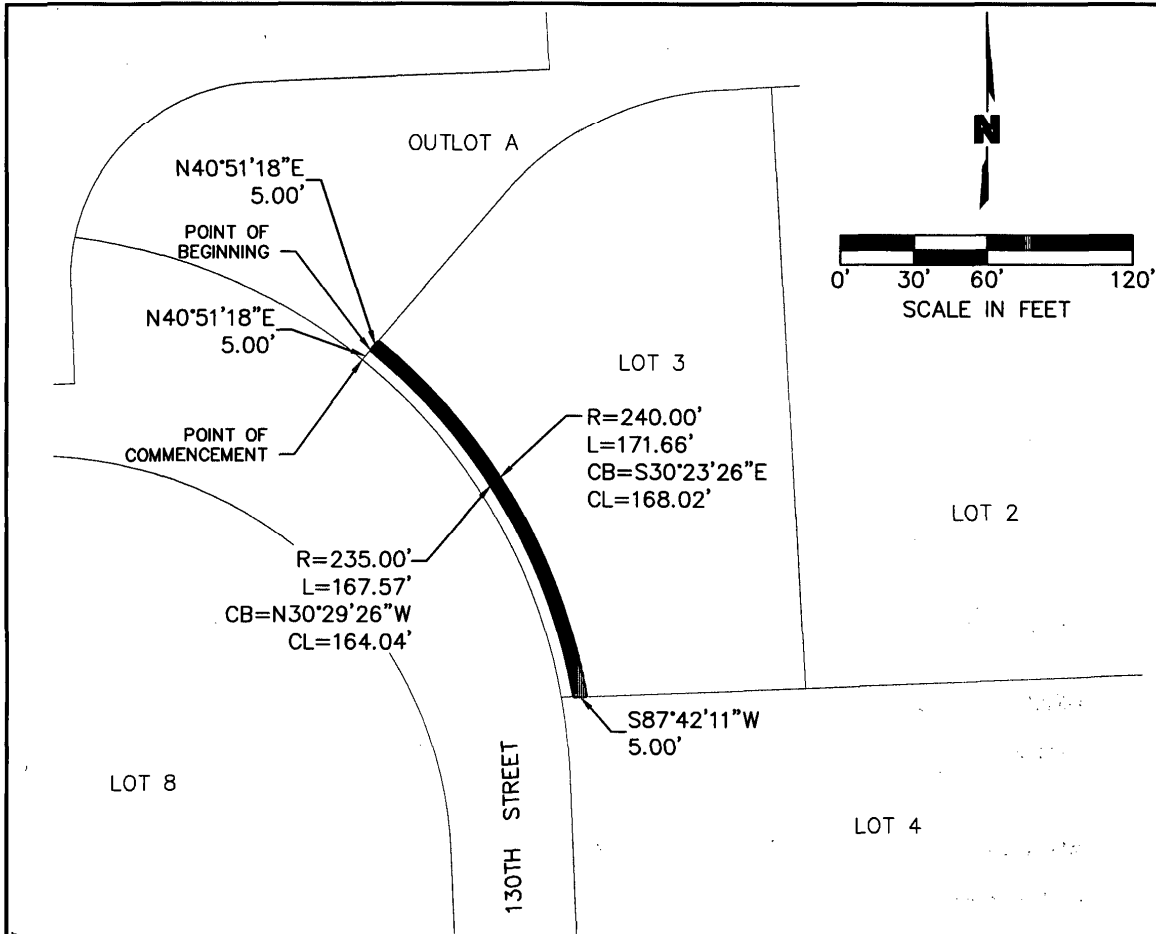
STATE OF NEBRASKA)
) SS.
 COUNTY OF)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County, personally came _____ to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

 NOTARY PUBLIC

NW	¼	NW	¼	Section	6	Township	14	North		Range	12	East	County	DOU
ROW	ARE	Customer Rep	Carnazzo	Engineer		W.O. #	531976							



LEGAL DESCRIPTION

A 5.00 FOOT WIDE UTILITY EASEMENT LOCATED IN LOT 3, OMAHA WORKS INDUSTRIAL PARK REPLAT 11, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M. AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF OUTLOT "A", SAID OMAHA WORKS INDUSTRIAL PARK REPLAT 11, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 130TH STREET; THENCE ON AN ASSUMED BEARING OF N40°51'18"E ON THE NORTH LINE OF SAID LOT3, SAID LINE ALSO BEING THE SOUTH LINE OF SAID OUTLOT "A", 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N40°51'18"E ON SAID NORTH LINE OF LOT3, SAID LINE ALSO BEING SAID SOUTH LINE OF OUTLOT "A", 5.00 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 171.66 FEET (LONG CHORD BEARS S30°23'26"E, 168.02 FEET) TO A POINT ON THE SOUTH LINE OF SAID LOT 3, SAID LINE ALSO BEING THE NORTH LINE OF LOT 4, SAID OMAHA WORKS INDUSTRIAL PARK REPLAT 11; THENCE S87°42'00"W ON SAID SOUTH LINE OF LOT 3, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 4, 5.00 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 167.57 FEET (LONG CHORD BEARS N30°29'26"W, 164.04 FEET) TO THE POINT OF BEGINNING.

SAID 5.00 FOOT WIDE UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 848.06 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

DATE: May 18, 2016 1:18pm
 DRAWN BY: BWW/EDF
 PROJECT: 014-1818
 USER: 60444

PROJECT NO: 014-1818	O.W.I.P. UTILITY EASEMENT EXHIBIT		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT
DRAWN BY: BWW/EDF			A	
DATE: 05-16-16				