



MISC 2011109035



DEC 19 2011 10:16 P 3

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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
12/19/2011 10:16:56.07



2011109035

Doc.#

November 1, 2011

**JOINT UTILITY EASEMENT**

Hy-Vee

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 1 thru 8, Pacific Springs Place Addition, 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, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns (hereinafter, "Grantees"), subject to matters of record, a permanent utility easement to operate, maintain, repair, and renew cables, conduits and other related facilities, and to extend thereon underground wires or cables 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 through, under and across the following described real estate, to wit:

*A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the Utilities as installed. (See the "hatched" areas on the site sketch attached hereto and incorporated herein as Exhibit "A").*

The Grantor hereby grants to said Grantees, 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, so long as such Grantee performing work in the easement area(s) replaces or restores said construction area to its original condition.

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

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping and paving or any other purposes so long as they do not then, or later interfere with the aforesaid uses or rights granted herein.

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 Grantees forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

[SIGNATURES ON FOLLOWING PAGE]

*OPPD 1*

IN WITNESS WHEREOF, the Owners(s) have executed this instrument this 22 day of November, 2011.

OWNERS SIGNATURE(S)

Hy-Vee, Inc., an Iowa corporation

By: [Signature]  
Dennis Ausehus, Sr. Vice President

By: x [Signature]  
Stephen Meyer, Secretary

STATE OF IOWA, COUNTY OF POLK, ss

On this 22<sup>nd</sup> day of November, 2011, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Dennis Ausehus and Stephen Meyer, to me personally known, who being by me duly sworn did say that they are the Sr. Vice President and Secretary, respectively, of Hy-Vee, Inc., an Iowa corporation, that the instrument to which this is attached was signed on behalf of said corporation by authority of its Board of Directors; and that the said Dennis Ausehus and Stephen Meyer as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the  
State of Iowa



SW ¼, Section 21, T 15 N, R 11 E, County Douglas ROW RJD Date November 1, 2011  
Customer Rep. Carnazzo Engineer Rose Srvc Req. # 35123 W.0.# 0036624801

