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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/3/2014 12:22:59.57



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JNT UNG
Date 4/22/2014

OPPD Doc. #: _____

JOINT UTILITY EASEMENT

Celebrity Homes, Inc.

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

Lots 57 through 65 of Canterbury South, 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 Easement Exhibit for a sketch of the "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 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 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 said real estate 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 within ninety (90) days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

This easement shall run with the land, constitutes the entire agreement between the parties, and shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

Return to:
OPPD Land Right
444 South 16th Street Mall
Omaha, Nebraska 68102

Chg

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 1st day of May, 2014

OWNERS SIGNATURE(S)

Celebrity Homes INC.

Sign: [Signature]

Sign: _____

Print: LOREN JOHNSON

Print: _____

Title: VICE PRESIDENT

Title: _____

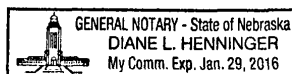
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF)

On this 1st day of May, 2014, before me the undersigned, a Notary Public in and for said County, personally came Loren Johnson of Celebrity Homes, INC., personally to me 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.

[Signature]
NOTARY PUBLIC



SW	1/4	Section	06	Township	14	North	Range	11	East	Douglas	County	ROW	BEL
Customer Rep		Camazzo		Engineer				TR #			W.O. #	474818	

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT EASEMENT FOR POWER AND OTHER RELATED FACILITIES OVER THAT PART OF LOTS 57 THROUGH 65 INCLUSIVE, CANTERBERRY SOUTH, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 57, CANTERBERRY SOUTH, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA;

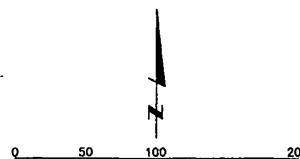
THENCE SOUTH 02°05'51" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF CANTERBERRY SOUTH) FOR 8.00 FEET ALONG THE EAST LINE OF SAID LOT 57 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 86°00'24" WEST FOR 600.87 FEET ACROSS LOTS 57 THROUGH 65 TO THE EAST RIGHT OF WAY LINE OF 199TH AVENUE;

THENCE NORTH 35°55'26" EAST FOR 6.85 FEET ALONG SAID EAST RIGHT OF WAY LINE;

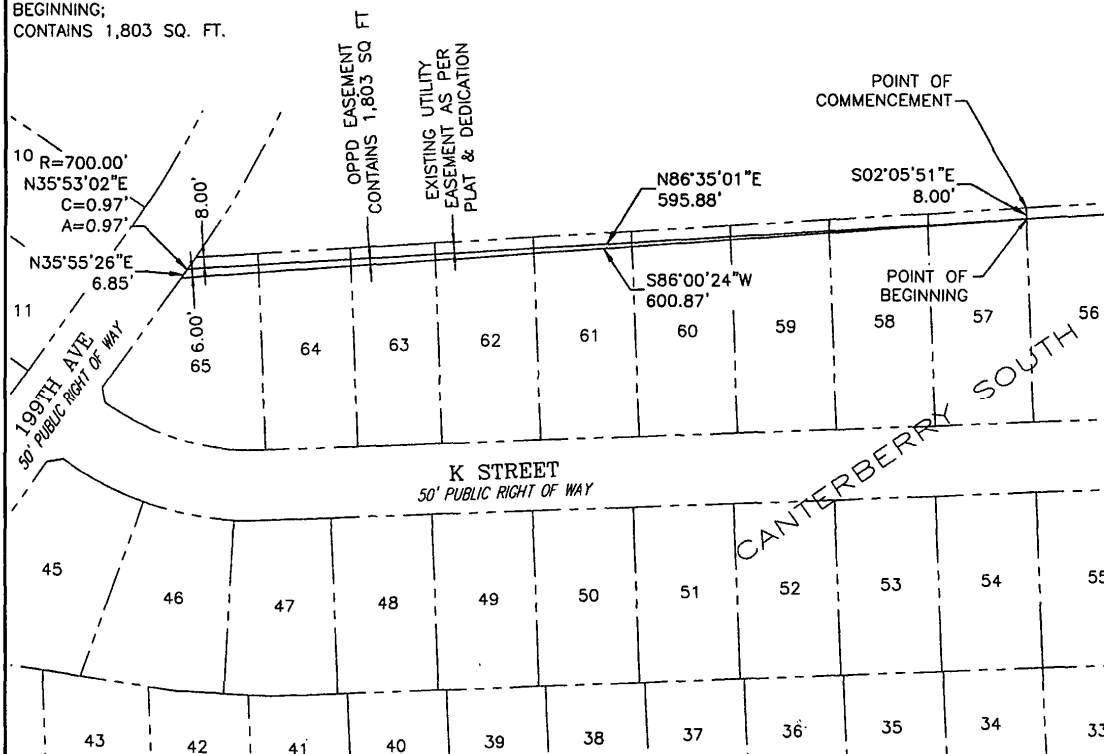
THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 700.00 FEET AND A LONG CHORD BEARING NORTH 35°53'02" EAST FOR 0.97 FEET) FOR AN ARC LENGTH OF 0.97 FEET;

THENCE NORTH 86°35'01" EAST FOR 595.88 FEET 8.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 57 THROUGH 65 TO THE POINT OF BEGINNING;
CONTAINS 1,803 SQ. FT.



LEGEND

- LOT LINE
- EASEMENT LINE



**LAMP RYNEARSON
& ASSOCIATES**

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Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

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