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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2016-28318

11/01/2016 3:41:48 PM

Clay J. Dowling

REGISTER OF DEEDS



Return to:

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

OPPD Doc. #: _____

Date: November 4, 2015

JNT UNG

RIGHT-OF-WAY EASEMENT

B.H.I. DEVELOPMENT, INC., a Nebraska Corporation

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

Lots 2-6 in Granite Falls as surveyed, platted and recorded in Sarpy 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"):

A strip of land Twenty-four (24) feet in width being parallel with and adjacent to the Southeastern lot lines of Lots 2-6 in Granite Falls, as surveyed, platted and recorded in Sarpy County, Nebraska.

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.

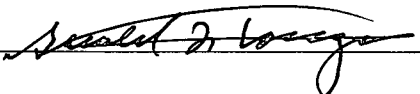
This easement shall run with the land, constitutes the entire agreement between the parties, and shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

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 November, ~~2015~~ ²⁰¹⁶ ~~NE~~

OWNERS SIGNATURE(S)

B.H.I Development, Inc.

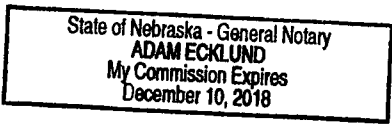
Sign: 
Print: Gerald L. Torczon
Title: President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF Sarpy)

On this 1 day of November, ~~2015~~ ²⁰¹⁶, before me the undersigned, a Notary Public in and for said County, personally came Gerald L. Torczon, to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.




NOTARY PUBLIC

SW	¼		Section	28	Township	14	North		Range	12	East	County	SAR
ROW	ARE		Customer Rep	D. Anderson			Engineer	Scholz			W.O. #	544476	