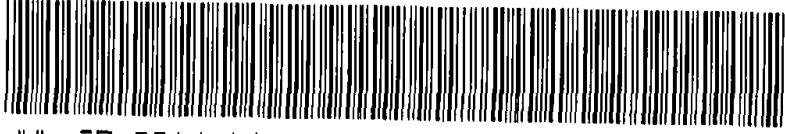


MISC 2014057105



JUL 25 2014 14:56 P 2

misc

2	FEE 16.00	FB 0J-08771
4	EXP _____	CO _____ COMP <u>PJ</u>
	DEL _____	SCAN _____ FV _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/25/2014 14:56:15.90



2014057105

JNT UNG
Date May 20, 2014

OPPD Doc. #: _____

JOINT UTILITY EASEMENT

Nebraska State Bank Omaha nka Mutual of Omaha Bank

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

LOTS 318 – 321, DEER CREEK, 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"):

THE EAST TWENTY (20) FEET OF LOTS 318 – 321, DEER CREEK, A
SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN
DOUGLAS 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 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 Easement Area 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.

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

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 7th day of July, 2014.

Nebraska State Bank Omaha nka Mutual of Omaha Bank

Sign: [Signature]

Sign: _____

Print: Jarryd Israel

Print: _____

Title: Assistant vice president

Title: _____

ACKNOWLEDGMENT

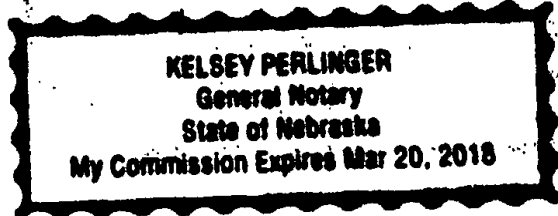
STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

On this 7th day of July, 2014, before me the undersigned, a Notary Public in and for said County, personally came Jarryd Israel of Mutual of Omaha Bank

_____, personally to me 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.

[Signature]
NOTARY PUBLIC



N	1/2	Section	30	Township	16	North	Range	12	East	Douglas	County	ROW	BEL
TR		318-322		Engineer	Camazzo			Svc Reg. #			W.O. #		