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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/4/2011 10:37:46.74
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Return To: Lyman Loveland
835 S. 183rd Street
Elkhorn, NE 68022

Check Number
1450

C

PERMANENT ELECTRICAL EASEMENT

This Indenture and Grant of Easement made this 4th day of October, 2011, between Lyman F. Loveland and Anna M. Kiehne (Husband & Wife), hereinafter referred to as "Grantor", for and in consideration of sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does herby grant and convey unto The Highlands Homeowners Association, Inc. a Nebraska nonprofit corporation, herein referred to as "Grantee," and its successors and assigns, a permanent and perpetual electrical easement for the right to construct, maintain and operate electrical line, mains, switches or any other electrical device for the transmission of electricity under that certain real property as set forth on, and as more specifically shown as Exhibit "A", attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said electrical systems, (service feed for entrance monuments) at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, across said easement strip by GRANTOR, its successors and assigns, without express approval of the GRANTEE. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said electrical systems, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreement or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducement, or representations of the GRANTEE or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 4th day of October, 2011.

GRANTOR:
Lyman F. Loveland and Anna M. Kiehne,
(Husband & Wife)

Anna M. Kiehne Lyman F. Loveland

Lyman F. Loveland

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

This foregoing instrument was acknowledged before me this 04 day of October ~~September~~ October, 2011 by : Lyman F. Loveland and Anna M. Kiehne (Husband & Wife).

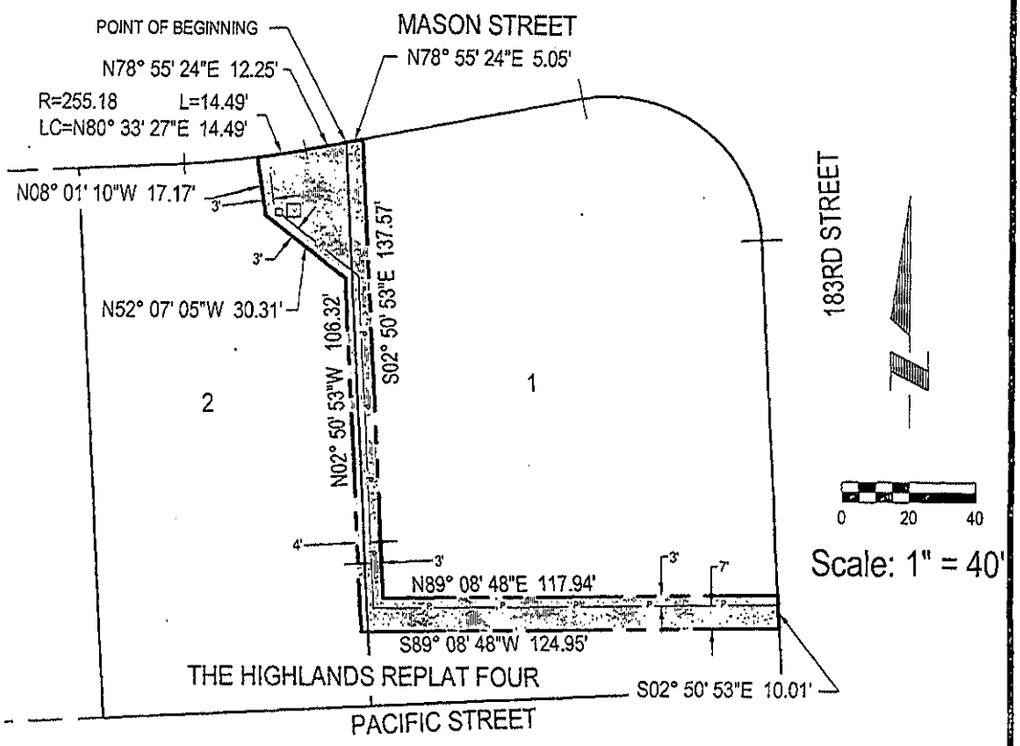
Notary Public

GENERAL NOTARY - State of Nebraska
MARIA E. ALCALA
My Comm. Exp. March 28, 2012

GENERAL NOTARY - State of Nebraska
MARIA E. ALCALA
My Comm. Exp. March 28, 2012

PERMANENT ELECTRICAL EASEMENT

EXHIBIT "A"



A UTILITY EASEMENT LOCATED IN LOTS 1 AND 2, THE HIGHLANDS REPLAT FOUR, A SUBDIVISION LOCATED IN SW1/4 OF THE SE1/4 OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THE HIGHLANDS REPLAT FOUR, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 2, THE HIGHLANDS REPLAT FOUR, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MASON STREET; THENCE N78°55'24"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF MASON STREET, A DISTANCE OF 5.06 FEET; THENCE S02°50'53E, A DISTANCE OF 137.57 FEET; THENCE N89°08'48"E, A DISTANCE OF 117.94 FEET TO THE EAST LINE OF SAID LOT 1, THE HIGHLANDS REPLAT FOUR, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 183RD STREET; THENCE S02°50'53"E ALONG SAID EAST LINE OF LOT 1, THE HIGHLANDS REPLAT FOUR, SAID LINE ALSO BEING SAID WEST LINE ALONG 183RD STREET, A DISTANCE 10.01 FEET; THENCE S89°08'48"W, A DISTANCE OF 124.95 FEET; THENCE N02°50'53"W, A DISTANCE OF 106.32 FEET; THENCE N52°07'05"W, A DISTANCE OF 30.31 FEET; THENCE N08°01'10"W, A DISTANCE OF 17.17 FEET TO THE NORTH LINE OF SAID LOT 2, THE HIGHLANDS REPLAT FOUR, SAID LINE ALSO BEING SAID SOUTH LINE OF MASON STREET; THENCE ALONG SAID NORTH LINE OF LOT 2, THE HIGHLANDS REPLAT FOUR, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF MASON STREET ON A CURVE TO THE LEFT, WITH A RADIUS OF 255.18 FEET, A DISTANCE OF 14.49 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N80°33'27"E, A DISTANCE OF 14.49 FEET; THENCE N78 55'24"E ALONG SAID NORTH LINE OF LOT 2, THE HIGHLANDS REPLAT FOUR, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF MASON STREET, A DISTANCE OF 12.25 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS AN AREA OF 2876 SQUARE FEET OR 0.066 ACRES MORE OR LESS.

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: EAS	Chkd by:_____	Chkd by:_____
Job No.: P2002.022.009	Date: 06/20/2011	SHEET 1 OF 1

UTILITY EASEMENT