

JAVA Resolution 11-0609-03



JAVA

Joint Antelope Valley Authority

WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects.

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The Chairperson is hereby authorized to execute and approve an **easement to LES for utility lines and/or underground utility facilities in connection with JAVA's Antelope Park/Elliott School Parking Lot improvements** in accordance with the Administrative Board's by-laws and to administer the same including executing the necessary forms, approvals and documents contemplated therein.
2. The Chairperson is authorized to sign and execute the same on behalf of the Authority. In addition, the Chairperson is authorized to approve minor, typographical, or technical changes to conform to the originals as approved by JAVA Legal Counsel.
3. The same shall be kept on file with the official records of the Authority as provided in the by-laws.

Dated this 9th Day of June, 2011.

Introduced by: deVries

Approved by Unanimous Vote of deVries, Johnson, and MacLean after public hearing on this 9th Day of April, 2011.

Signed:

Vice Chairperson

Joint Antelope Valley Authority

Glenn Johnson, Chairperson

Approved as to form and Legality

Legal Counsel

EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Joint Antelope Valley Authority, a joint administrative entity created under Nebraska law under the Interlocal Cooperation Act, of Lancaster County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for all poles and all anchors and other necessary equipment when set on the following described property, do hereby grant and convey unto the LINCOLN ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more)

Windstream Nebraska, Inc.

Time Warner Entertainment – Advance/Newhouse Partnership

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate and remove all necessary poles with wires, guys, underground electric facilities, communications lines and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows: Lot One (1), Block Three (3), Field and Harrison's Addition, Lincoln, Lancaster County, Nebraska

The utility line and underground utility facilities herein contemplated shall be located on the property approximately as follows:

The North Five (5) feet

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said line and underground utility facilities.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines, underground electric facilities and equipment used in connection therewith.

The Grantee shall also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any utility lines, however, in the event that all or part of the underground utility facilities which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, to maintain, repair or replace such underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the underground electric facilities, the Grantee shall have no obligation to replace or provide underground electric facilities across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide electric service to the property. In determining the locations for further installation the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors. Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement. Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and the Lincoln Municipal Code.

The Grantee agrees that should the utility lines and underground utility facilities constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this easement shall be of no further force and effect.

Signed the 9th day of June, A.D., 20 11.

Joint Antelope Valley Authority, a joint administrative entity created under Nebraska law under the Interlocal Cooperation Act

By [Signature]

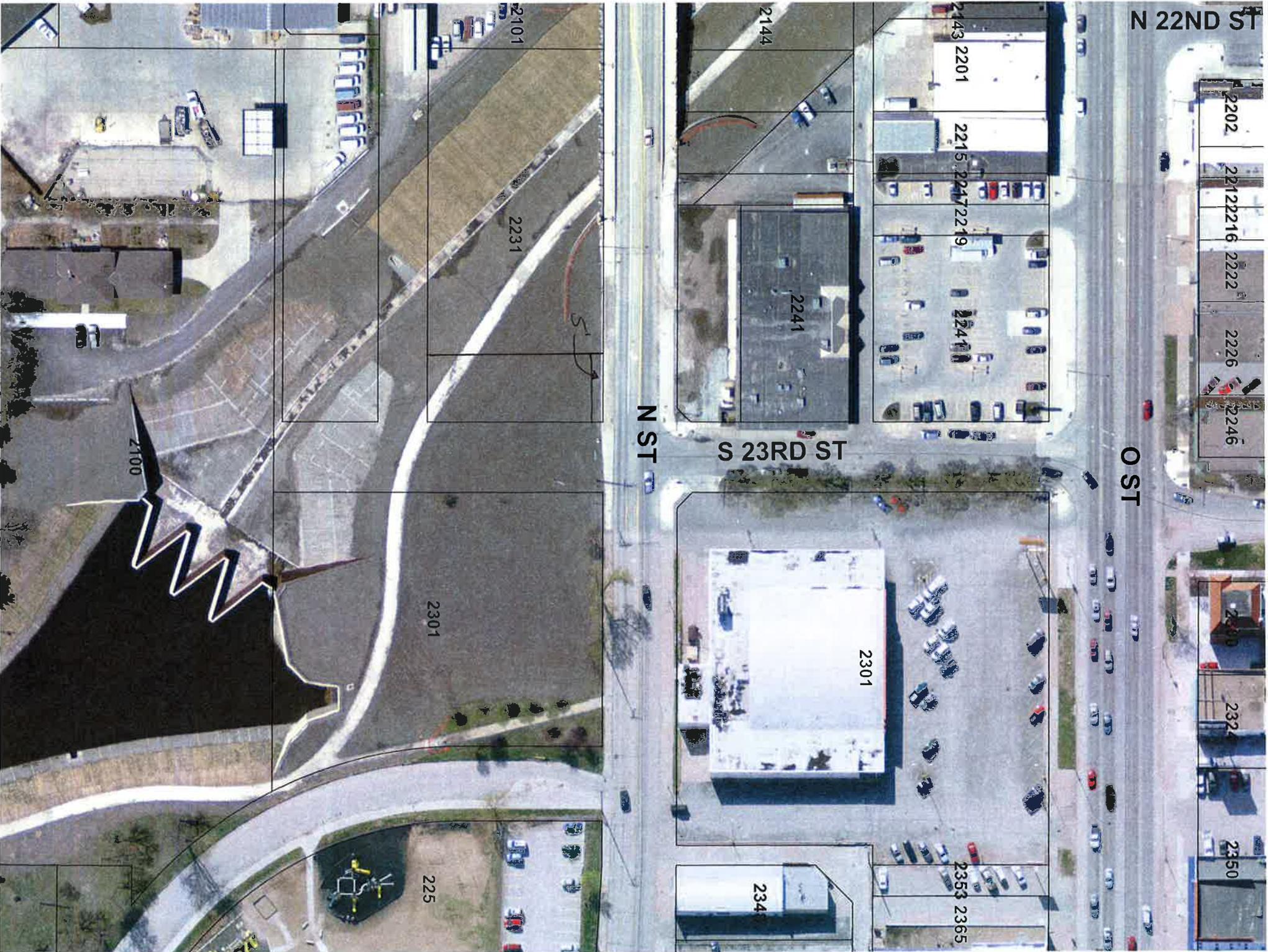
STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 6th day of June, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Glenn Johnson Joint Antelope Valley Authority a joint administrative entity created under Nebraska law under the Interlocal Cooperation Act personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.
My Commission expires on the 17th day of October, 20 13.



[Signature]
Notary Public



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