

2009-36317

11/12/2009 11:36:47 AM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER P C.E. [Signature]
 VERIFY P D.E. [Signature]
 PROOF IM
 FEES \$ 21.00
 CHECK # _____
 CHG OPD CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____



Revised September 8, 2009

Doc.# 3.006 04(292)

JOINT UTILITY EASEMENT

DUANE J. DOWD and FRANCES DEE DOWD, husband and wife, GRAND PRIX, INC., a Nebraska corporation, DUANE J. DOWD, Trustee, LAWRENCE W. DOWD and JO ANN DOWD, husband and wife, JEFFREY B. FARNHAM and MARY L. FARNHAM, and MICHAEL A. HUBER and CATHERINE M. HUBER, husband and wife, Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One and Two, Meridian Marketplace, an addition 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 to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, a permanent utility easement to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables 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 through, under and across the following described real estate, to wit:

(See attached Exhibit "A" for a sketch of easement area.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

This Joint Utility Easement is granted on the express condition that all wires, cable, conduits, and other related facilities shall be underground. No overhead wires, cables, or poles shall be allowed in the easement area. Switch boxes are permitted above ground.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping, parking lots and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The 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.

The Utilities each individually agree to defend, indemnify and save the Grantor harmless from and against any and all liabilities, damages, losses, claims, costs and other expenses arising out of, or in connection with their own respective acts or omissions in the maintenance and/or repair of their own lines and equipment, except to the extent caused by the acts or omissions of another person or entity other than the relevant utility; provided that, in no event shall either of the Utilities' maximum liability under this indemnity obligation exceed the damages cap set forth in the Nebraska Political Subdivisions Tort Claims Act, if such Act is applicable to the relevant utility.

(E)
R+R
 OPPD
 444 S. 16th St Mall
 Omaha, NE 68102-2247

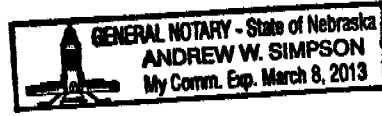
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 1st day of October, 2009, before me the undersigned, a Notary Public in and for said County, personally appeared Jeffrey B. Farnham and Mary L. Farnham, husband and wife personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



NOTARY PUBLIC



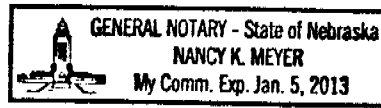
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 1st day of October, 2009, before me the undersigned, a Notary Public in and for said County, personally appeared Michael A. Huber and Catherine M. Huber, husband and wife personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



NOTARY PUBLIC



NW ¼, Section 22, T 14 N, R 11 E, Sarpy County ROW RAM Date March 16, 2009
Customer Rep. Biddle Engineer Scholz Srvc Req. #31113/31803W.0.# 003030959

