

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-69587

2003 NOV 24 P 12: 36

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER 80 C.E. [Signature]
VERIFY [Signature] D.E. [Signature]
PROOF [Signature]
FEES \$ 18.50
CHECK# _____
CHG. OPPD CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

July 16, 2003

Doc.#

JOINT UTILITY EASEMENT

Hilltop Industrial Park

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

Lots Seventeen (17), and Thirty through Thirty-five (30, 31, 32, 33, 34, 35), Hilltop Industrial Park, 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 exhibit "A" attached for sketch of easement areas.)

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.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping 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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 16th day of July, 2003.

OWNERS SIGNATURE(S)

[Signature]

2065
RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way GW/EPI
444 South 16th Street Mall
Omaha, NE 68102-2247

69587

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Sarpy

On this 21st day of July, 2003, before me the undersigned, a Notary Public in and for said County, personally came

Rudy Madia

President of Hilltop Industrial Park 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 _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Helen M. Thurman
NOTARY PUBLIC



March 2, 2007

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this _____ day of _____, 2003, before me the undersigned, a Notary Public in and for said County and State, personally appeared

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

A

2003-09587B

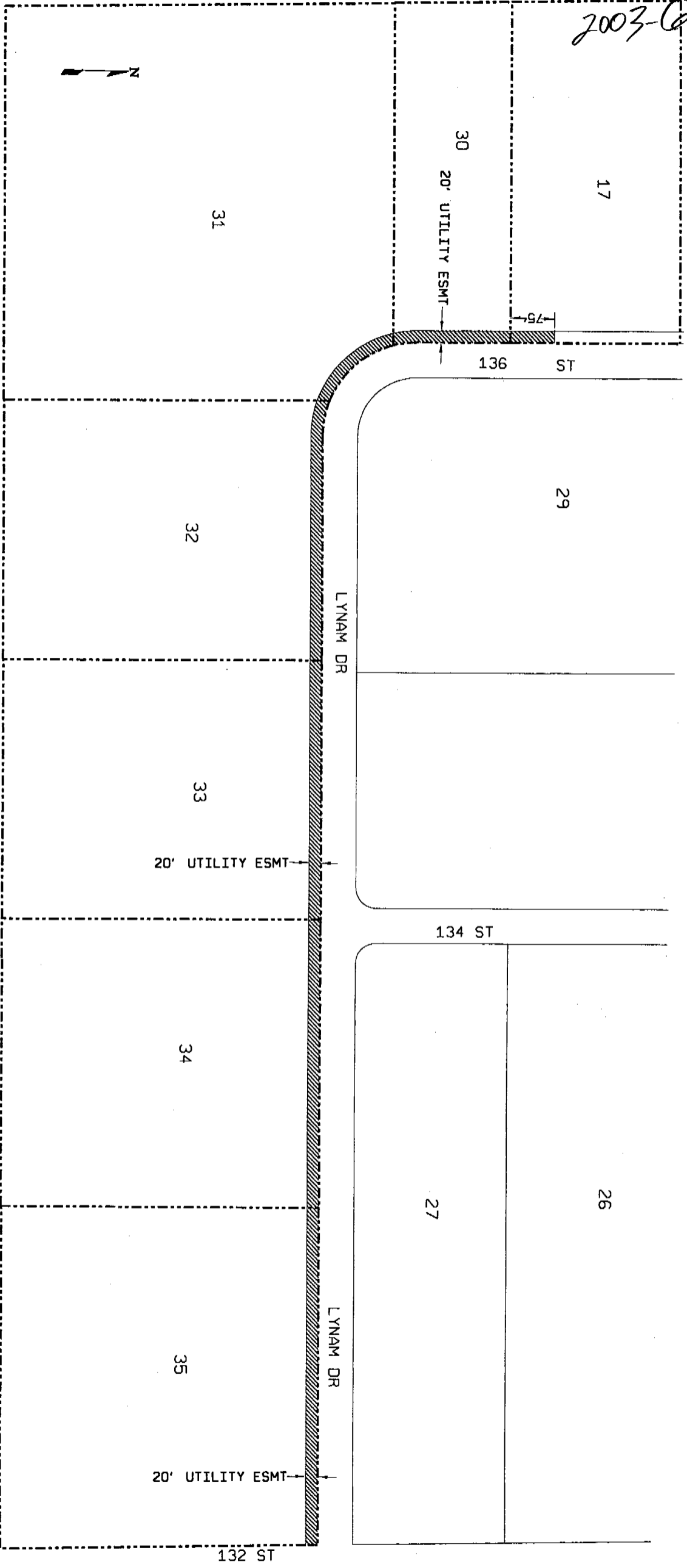


EXHIBIT "A"