

Return to:
NP Dodge Co.
Land Development Department
801 W. Dodge Rd.
Omaha, NE 68114

94-23875

CONSENT AND RATIFICATION
OF PLAT

THIS CONSENT AND RATIFICATION OF PLAT made this 2ND day of NOVEMBER, 1994, by Dodge Development, Inc., a Nebraska Corporation, as the sole general partner for and in behalf of the Millard Park Limited Partnership, a Nebraska limited partnership, herein referred to as the "Partnership",

WHEREAS, N. P. Dodge Company, Trustee, a Nebraska corporation, executed a certain plat of Millard Park, as subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, said plat was filed on the 29th day of September, 1994 in the office of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, on September 29, 1994 the Partnership was in fact the owner of the property for which the N. P. Dodge Company, Trustee, had executed said plat, and

WHEREAS, by this document the Partnership wishes to consent to and ratify said plat as outlined herein.

NOW THEREFORE, the Partnership agrees to the following:

1. The Partnership hereby ratifies and approves the execution of the plat of Millard Park by N. P. Dodge Company, Trustee, in behalf of the Partnership, to the same full extent as if the Partnership had signed the original plat itself and in behalf of itself.
2. In addition, and as a supplement to the foregoing, the Partnership hereby adopts the following statement which appears on the plat above the signature of N. P. Dodge Company, Trustee:

DEDICATION

"KNOW ALL MEN BY THESE PRESENTS: That the Millard Park Limited Partnership, a Nebraska limited partnership, by its sole general partner, Dodge Development, Inc., a Nebraska corporation, being the sole Owner of the land described within the Surveyor's Certificate and embraced within this plat, has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as MILLARD PARK; and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public the streets as shown on the plat; and we also do hereby grant sewer and drainage easements as shown on the plat. We do further grant a perpetual easement to the Omaha Public Power District and to U. S. West Communications and to any company which has been granted a franchise to provide a Cable Television System

in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other related facilities; and to extend thereon wires or cables for the carrying and transmission of electric 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 thereon, over, through, under, and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land adjoining the rear boundary lines of all interior lots and all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen foot (16') wide strip of land adjoining the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term 'exterior lots' is herein defined as those lots forming the outer perimeter of the above-described subdivision. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to the Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all streets. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the above-described easement ways, 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 herein granted."

DATED the date above written.

Millard Park Limited
Partnership, a Nebraska
Limited Partnership

By: Dodge Development, Inc., a
Nebraska Corporation, as the
sole general partner of the
Millard Park Limited Partnership

By: W. L. Morrison, Jr.
W. L. MORRISON, JR., President

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public in aforesaid county and state, this 2ND day of NOVEMBER, 1994, by W. L. Morrison, Jr., President, Dodge Development, Inc., a Nebraska Corporation, as the sole general partner of the Millard Park Limited Partnership, a Nebraska limited partnership.

Barbara M. Hammond
NOTARY PUBLIC

GENEAL HISTORY - State of Nebraska
BARBARA M. HAMMOND
My Comm. Exp. April 11, 1996

INSTRUMENT NO. 94-23875

94 NOV -7 AM 9:41

Carm
REGISTERED RECORDS

Proof
D.E.
Verify W
Filmed _____
Checked _____
Fee \$ 120.50