

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2003-12658  
2003 MAR 10 P 4:24  
*Glenn B. Worthington*  
REGISTER OF DEEDS

Counter a  
Verify [initials]  
D.E. [initials]  
Proof [initials]  
Fee \$ 19.50  
Ck ☒ Cash ☐ Chg ☐

15162

JOINT UTILITY EASEMENT

Dodge Land Co., a Nebraska corporation, owner of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 124 through and including 131, 310 through and including 329 and Lot 8 all in Millard Park South, a subdivision, 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, does hereby grant to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise under the authority of the Board of Commissioners of Sarpy County, Nebraska to provide a cable television system in the area to be subdivided, their successors and assigns, a permanent non-exclusive utility easement to erect, operate, maintain, repair, and renew 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:

The easterly eight (8') feet of the westerly thirty-two (32') feet of Lots 124 through and including 131, 310 through and including 329 and Lot 8 all in Millard Park South, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

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 easement area and to temporarily open any fences crossing said easement area.

Grantor agrees that grade shall not be reduced more than One (1') foot 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, fences and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The Grantor covenants that it has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor shall warrant and defend the same against claims of all persons except those having any right title or interest prior to this conveyance.

IN WITNESS WHEREOF, the Owner has executed this instrument this 6th day of March, 2003.

DODGE LAND CO.,  
a Nebraska corporation

BY: *W. L. Morrison, Jr.*  
W. L. Morrison, Jr., President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Or this 6th day of March, 2003, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, and acknowledged that he executed this document as the voluntary act and deed of said corporation.

Witness my hand and official seal the day and year last above written.

*Kristy J. Gregath*  
Notary Public

