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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 JAN 24 AM 9:19

RECEIVED

Joint
Date 12/30/99

Doc.# _____

JOINT UTILITY EASEMENT

RIDGES LIMITED PARTNERSHIP

Owner(s) of the real estate

described as follows, and hereafter referred to as "Grantor",

Lots 1 thru and including Lot 130, Brookfield at the Ridges Addition, as surveyed, platted and recorded in Douglas 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, U S West 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:

The front Twelve and one-half feet (12.5') of said Lots 1 thru Lot 130 lying adjacent to Outlot "A", together with the South five feet (S5') of Lot 49 and the North five feet (N5') of lot 50.

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/hcr/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 13 day of JAN. 2000, ~~1999~~.

OWNERS SIGNATURE(S)

by RIDGES LIMITED PARTNERSHIP,
by RIDGES CORPORATION, General Partner,

by *Timothy J. McReynolds*
TIMOTHY J. MCREYNOLDS, President

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way GW/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

1154
B FEE 7.00 FB _____
BKP _____ C/O _____ COMP _____
DEL _____ SCAN 1/24 FV _____

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

STATE OF

COUNTY OF DOUGLAS

COUNTY OF

On this 13 day of JAN, ~~19~~ 2000
before me the undersigned, a Notary Public in and for said
County, personally came Timothy J. McReynolds
President of Ridges Corporation, General
Partner of Ridges Ltd. Partnership
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 his
voluntary act and deed for the purpose therein expressed.

On this _____ day of _____, 19____,
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.

Witness my hand and Notarial Seal the date above written.

Homer R. Hunt
NOTARY PUBLIC

NOTARY PUBLIC

