

44-190

D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS that we, GERTRUDE I. FITZSIMONS and RALPH FITZSIMONS, wife and husband, being the sole owners and mortgagees of the land described within the surveyor's certificate and embraced within this plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, and said subdivision to be hereafter known as ROCK CREEK, and we do hereby ratify, approve and consent to the disposition of our property as shown on said plat, and do hereby dedicate to the public for public use the streets and easements as shown on this plat. We do further grant a perpetual easement in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew cable conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message service over, upon or under a five-foot (5') strip of land adjoining the rear and side boundary lines of said lots, (these easements apply only to land within said subdivision) said license being granted for the use and benefit of all present and future owners of lots in said subdivision.

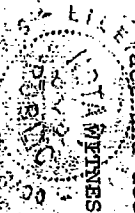
IN WITNESS WHEREOF, we have set our hands this 6th day of March, 1974.

*Gertrude I. Fitzsimons*  
Gertrude I. Fitzsimons

*Ralph Fitzsimons*  
Ralph Fitzsimons

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

On this 6th day of March, 1974, before me, a Notary Public in and for said county, personally came GERTRUDE I. FITZSIMONS and RALPH FITZSIMONS, wife and husband, to me known to be the identical persons whose names are affixed to the dedication on this plat and being the mortgagees of the property described in the certificate of survey, and they acknowledged the signing of said dedication to be their voluntary act and deed.



*Gladys M. Miller*  
Notary Public

My commission expires: Sept. 12, 1974.

FILED FOR RECORD 4-9-74 AT 8:00 A.M. IN BOOK 47 OF Missouri 25  
PAGE 120 Carl & Hilma REGISTER OF DEEDS, SARA COUNTY, NEB.

Not 935546

47-190A

Rock Creek

SURVEYORS CERTIFICATE

I hereby certify that I have surveyed the property shown on this plat and that all dimensions have been computed for all lots and streets in Rock Creek Addition, a replat of all of Tax Lot 6A, in the Southeast 1/4 of Section 14 and Tax Lot 3B1, in the Southwest 1/4 of said Section 14, all in Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of the SE 1/4 of said Section 14; thence S89°19'58"W (assumed bearing) along the South line of said Section 14, a distance of 1820.91 feet to the Southwest corner of said Tax Lot 3B1; thence N00°13'51"W, along the West line of said Tax Lot 3B1, a distance of 2459.11 feet to a point on the centerline of a drainage ditch; thence along said centerline of a drainage ditch on the following described courses; thence S72°56'17"E, a distance of 1978.71 feet; thence S70°57'09"E, a distance of 810.12 feet; thence N89°55'46"E, a distance of 507.17 feet to a point on the East line of the West 1/2 of said SE 1/4 of Section 14; thence S00°03'26"E, along said East line of the West 1/2 of the SE 1/4 of Section 14, a distance of 1577.92 feet to a point on said South line of Section 14; thence S89°19'44"W, along said South line of Section 14, a distance of 1335.53 feet to the Point of Beginning.



*Don W. Elliott*  
Don W. Elliott L.S. 205

1-15-74  
Date

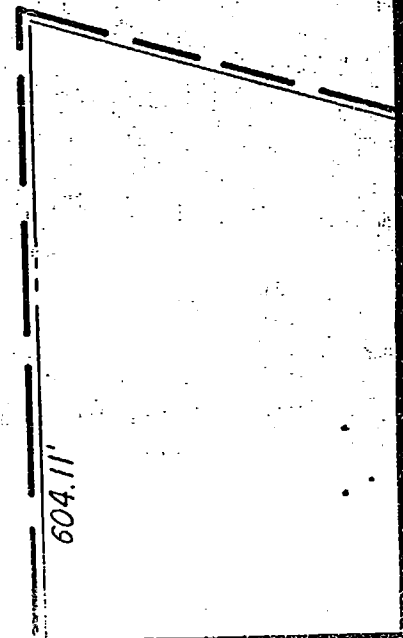
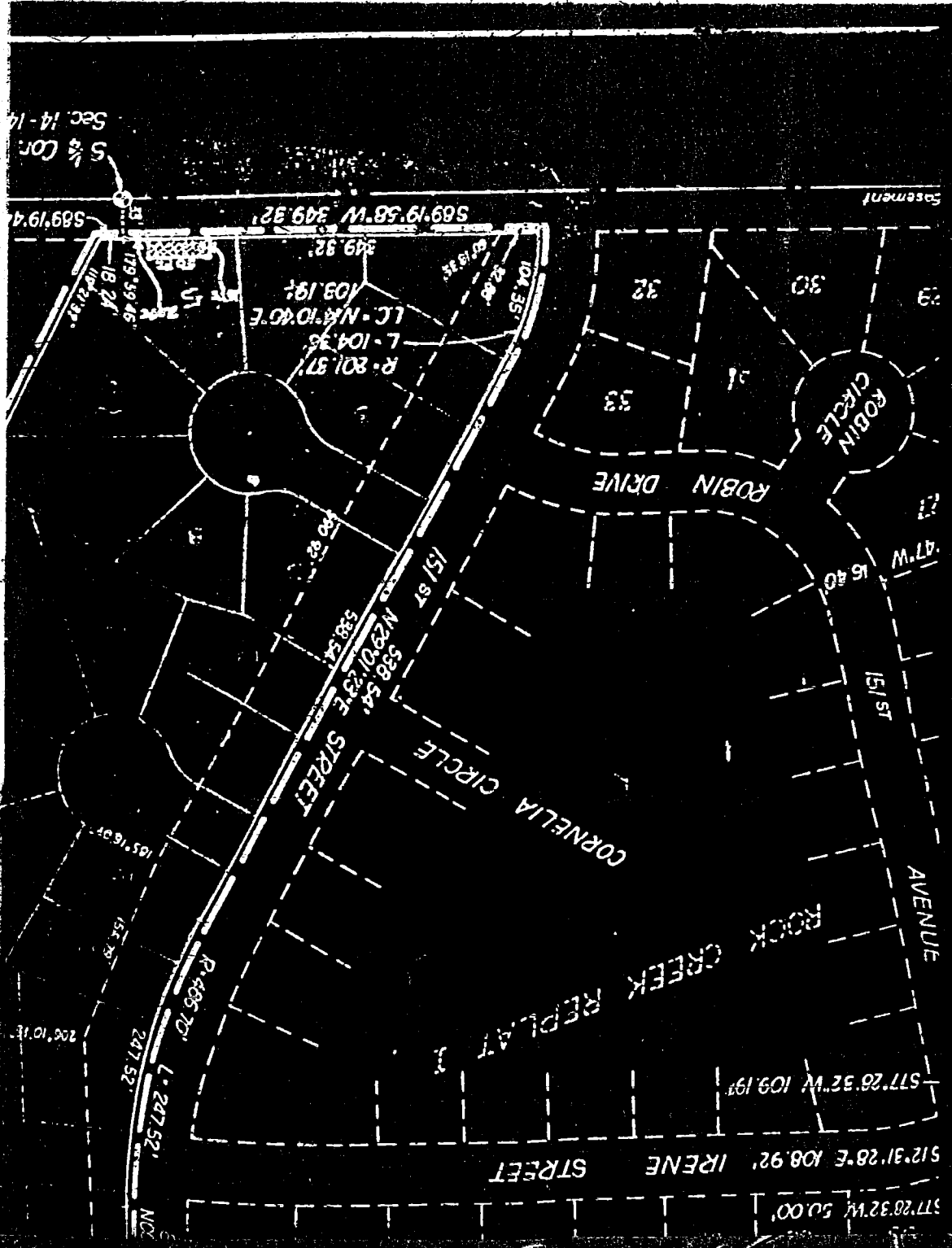




EXHIBIT A

59-2604A



Terminated  
Released

Room	112
DE	112
Verify	<input checked="" type="checkbox"/>
Filmed	<input checked="" type="checkbox"/>
Checked	<input checked="" type="checkbox"/>
Fee \$	2750

**GRADING EASEMENT**

92-27386  
 92-27386  
 92-27386  
 92-27386  
 92 DEC -9 PM 3:03

For good and valuable consideration, the <sup>recipient, 284</sup> Grantor <sup>does hereby</sup> acknowledge, Grantor <sup>assigns</sup> and convey unto Grantee, its successors and assigns <sup>the</sup> unlimited right to regrade the following described property, to-wit:

The rear fifteen (15') feet of Lots 19-33, inclusive, 35-52, inclusive, 54 and 55 Chalco Pointe, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

together with an ingress and egress easement over, through and across the above described property for the purpose of regrading the same. This right to regrade the above described property together with the right of ingress and egress over, through and across said property for such purpose shall expire on ~~December 1, 1997~~ <sup>1997</sup>. Grantee for himself, his successors and assigns agrees that upon regrading, that Grantee shall resod and return such regraded area to a state reasonably similar to the condition of said property when regrading commenced. Grantor, for itself, its heirs and assigns, understands and agrees that such regrading may significantly alter the landscape and design of the above described property in that substantial amounts of dirt may be removed and/or added to such property and that until such time as said property is regraded by Grantee or the expiration hereof, that Grantor, its heirs and assigns shall not plant any trees, shrubs and/or any growth other than grass nor construct nor place thereon any improvements of any kind and that if so done shall remove the same on the demand of Grantee, his successors and/or assigns upon 30 days prior written notice that Grantee, his successors and/or assigns is to start regrading.

All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns. It is specifically contemplated herein that Grantor as a homebuilder will convey such property to third party homeowners and that Grantee shall assign its rights in this easement to the owner of adjacent property which may be subsequently developed.

IN WITNESS WHEREOF, the undersigned have caused this easement to be signed and delivered this 30<sup>th</sup> day of November, 1992.

**GRANTOR:**  
**CONSTRUCTION SCIENCES, INC.**

**GRANTEE:**  
**LANDEVCO, INC.**

By: [Signature]  
 President

By: [Signature]  
 President

027386

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 20 day of November, 1992 by John J. Smith, President of Constellation Sciences, Inc.

NEBRASKA )  
NOTARY )  
THERESA J. NICOLL )  
MY COMM. EXP. )  
MAY 26, 1995 )

*Theresa J. Nicoll*  
Notary Public

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 20 day of November, 1992 by David S. Smith, President of Vandeco, Inc..

NEBRASKA )  
NOTARY )  
THERESA J. NICOLL )  
MY COMM. EXP. )  
MAY 26, 1995 )

*Theresa J. Nicoll*  
Notary Public

93-00217

**RELEASE OF GRADING EASEMENT**

On November 30, 1992, Construction Sciences, Inc. granted to Landevco, Inc. a grading easement through and across the following described real property, to-wit:

The rear fifteen (15') feet of Lots 19-33, inclusive, 35-52, inclusive, 54 and 55, Chalco Pointe, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said instrument was filed of record in the office of the Register of Deeds of Sarpy County, Nebraska on December 9, 1992, Instrument No. 92-27386. In consideration of the payment of One (\$1.00) Dollar, receipt of which is hereby acknowledged, Landevco, Inc. does, by this instrument, release to Construction Sciences, Inc. the easement described above, it being the intention of the parties to terminate such easement.

In witness whereof, the undersigned have caused this release to be signed and delivered on this 31 day of December, 1992.

LANDEVCO, INC.

By: 

Title: President

CONSTRUCTION SCIENCES, INC.

By: 






Title: President

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

93-000217

93 JAN -6 PM 2:54

*Carol A. Blawie*  
REGISTER OF DEEDS

PROOF   
DE.   
Verify   
Filmed   
Checked   
Fee \$ 27.50

000217

93-005174

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Subscribed and sworn to before me, a Notary Public in and for said county, by  
JOHN J. SMITH, PRESIDENT of Landevco, Inc., on behalf of Landevco,  
Inc.

NEBRASKA GENERAL NOTARY  
THERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1996

Theresa J. Nicoll  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Subscribed and sworn to before me, a Notary Public in and for said county, by  
JOHN J. SMITH, PRESIDENT of Construction Sciences, Inc., on behalf of  
Construction Sciences, Inc.

NEBRASKA  
THERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1996

Theresa J. Nicoll  
Notary Public



148-3136

### WARRANTY DEED

GERTRUDE I. FITZSIMONS and RALPH FITZSIMONS, wife and husband,  
 , herein called the grantor whether one or more,  
 in consideration of One Dollar (\$1.00) and other good and valuable consideration  
 received from grantee, does grant, bargain, sell, convey and confirm unto ROCK CREEK CORPORATION,  
 a Nebraska corporation.

herein called the grantee whether one or more, the following described real property in  
 Sarpy County, Nebraska:

All that part of Tax Lot 6 and Tax Lot 3b in Section 14, Township 14,  
 Range 11, East of the 6th P.M., lying South of the center line of  
 Chalco Portal Drainage Ditch, in Sarpy County, Nebraska.

NEBRASKA DOCUMENTARY  
 STAMP TAX  
 FEB 27, 1973  
 \$19.00 BY Paul

ED FOR RECORD 12-27-73 AT 2:35 P.M. IN BOOK 148 OF *Nebraska* 325  
 3136 Carl & Hilke REGISTER OF DEEDS, SARPY COUNTY, NEB.

To have and to hold the above described premises together with all tenements, hereditaments  
 and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns  
 that grantor is lawfully seised of said premises; that they are free from encumbrance, NO EXCEPTIONS

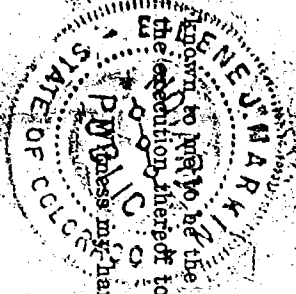
that grantor has good right and lawful authority to convey the same; and that grantor warrants and will  
 defend the title to said premises against the lawful claims of all persons whomsoever.

Dated December 20, 1973

*Gertrude I. Fitzsimons*  
 GERTRUDE I. FITZSIMONS  
*Ralph Fitzsimons*  
 RALPH FITZSIMONS

COLORADO  
 STATE OF ~~NEBRASKA~~, County of ..... DENVER.....

Before me, a notary public qualified for said county, personally came  
 GERTRUDE I. FITZSIMONS and RALPH FITZSIMONS, wife and husband,



known to me to be the identical person or persons who signed the foregoing instrument and acknowledged  
 the execution thereof to be his, her or their voluntary act and deed.

My commission expires *September 2*, 1973  
*Paul* Notary Public.  
 My commission expires *Sept 2*, 1974  
 033184

93-00217

RELEASE OF GRADING EASEMENT

On November 30, 1992, Construction Sciences, Inc. granted to Landevco, Inc. a grading easement through and across the following described real property, to-wit:

The rear fifteen (15') feet of Lots 19-33, inclusive, 35-52, inclusive, 54 and 55, Chalco Pointe, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Said instrument was filed of record in the office of the Register of Deeds of Sarpy County, Nebraska on December 9, 1992, Instrument No. 92-27386. In consideration of the payment of One (\$1.00) Dollar, receipt of which is hereby acknowledged, Landevco, Inc. does, by this instrument, release to Construction Sciences, Inc. the easement described above, it being the intention of the parties to terminate such easement.

In witness whereof, the undersigned have caused this release to be signed and delivered on this 31 day of December, 1992.

LANDEVCO, INC.

By: [Signature]

Title: PRESIDENT

CONSTRUCTION SCIENCES, INC.

By: [Signature]

Title: PRESIDENT

FILED SARPY CO. NEB.  
INSTRUMENT NUMBER  
93-000217

93 JAN -6 PM 2: 54

*Carol A. Shavrin*  
REGISTER OF DEEDS

Proof DE. [Signature]  
Verify [Signature]  
filmed  
Checked [Signature]  
Fees \$ 27.50

000217

93-00217A

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Subscribed and sworn to before me, a Notary Public in and for said county, by  
~~John J. Smith~~ President of Landever, Inc., on behalf of Landever,

Inc. NEBRASKA GENERAL NOTARY

TERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1995

Teresa J. Nicoll  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Subscribed and sworn to before me, a Notary Public in and for said county, by  
John J. Smith, President of Construction Sciences, Inc., on behalf of  
Construction Sciences, Inc.

Teresa J. Nicoll  
Notary Public

TERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1995

Proof	<u>W</u>
D.E.	<u>W</u>
Verify	<u>W</u>
Filmed	
Checked	<u>275</u>
Fee \$	

GRADING EASEMENT

92-27386  
 FILED SARP'S CO. REC  
 INSTRUMENT NUMBER  
 92-27386

92 DEC -9 PM 3:03

For good and valuable consideration, the <sup>Receipt attached</sup> grantor does hereby grant and convey unto Grantee, its successors and assigns the unlimited right to regrade the following described property, to-wit:

The rear fifteen (15') feet of Lots 19-33, inclusive, 35-52, inclusive, 54 and 55 Chalco Pointe, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

together with an ingress and egress easement over, through and across the above described property for the purpose of regrading the same. This right to regrade the above described property together with the right of ingress and egress over, through and across said property for such purpose shall expire on ~~DECEMBER 1~~, 1997. Grantee for himself, his successors and assigns agrees that upon regrading, that Grantee shall resod and return such regraded area to a state reasonably similar to the condition of said property when regrading commenced. Grantor, for itself, its heirs and assigns, understands and agrees that such regrading may significantly alter the landscape design of the above described property in that substantial amounts of dirt may be removed and/or added to such property and that until such time as said property is regraded by Grantee or the expiration hereof, that Grantor, its heirs and assigns shall not plant any trees, shrubs and/or any growth other than grass nor construct nor place thereon any improvements of any kind and that if so done shall remove the same on the demand of Grantee, his successors and/or assigns upon 30 days prior written notice that Grantee, his successors and/or assigns is to start regrading.

All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns. It is specifically contemplated herein that Grantor as a homebuilder will convey such property to third party homeowners and that Grantee shall assign its rights in this easement to the owner of adjacent property which may be subsequently developed.

IN WITNESS WHEREOF, the undersigned have caused this easement to be signed and delivered this 30<sup>th</sup> day of November, 1992.

GRANTOR:  
 CONSTRUCTION SCIENCES, INC.

GRANTEE:  
 LANDEVCO, INC.

By: [Signature]  
 President

By: [Signature]  
 President

027386

92-27386A

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 30 day of November, 1992 by John J. Smith, President of Construction Sciences, Inc.

NEBRASKA STATE NOTARY  
THERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1995

Theresa J. Nicoll  
Notary Public

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 30 day of November, 1992 by John J. Smith, President of Landevco, Inc..

NEBRASKA STATE NOTARY  
THERESA J. NICOLL  
MY COMM. EXP.  
MAY 26, 1995

Theresa J. Nicoll  
Notary Public

93-00109

STUG  
10-20-92

**RIGHT-OF-WAY EASEMENT**

CONSTRUCTION SCIENCES INC  
of the real estate described as follows, and hereinafter referred to as "Grantor", \_\_\_\_\_ Owner(s)

Lot thirty-five (35) thru and including lot fifty-five (55) of Chalco Pointe Addition as surveyed, platted and recorded in Salpy 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, a public corporation, its successors and assigns, hereinafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

See attached sheet Exhibit "A" for sketch of easement area.

**CONDITIONS:**

The Grantor hereby grants to the District, its 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. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that he/she/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District 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 8TH day of DECEMBER, 1992.

\_\_\_\_\_  
X [Signature] PLS  
OWNERS SIGNATURE(S)

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management [Signature] Date 1-4-93  
Section SW1/4 14 Township 14 North, Range 11 East  
Salesman Hemphill Engineer Haskins Est. # \_\_\_\_\_ W.O.# \_\_\_\_\_

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

000109

0109

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA  
COUNTY OF DESSAUS

On this 21<sup>st</sup> day of DECEMBER, 1992, before me the undersigned, a Notary Public in and for said County, personally came JOHN J. SMITH

President of COMBINATION SERVICES, INC

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.

Witness my hand and Notarial Seal the date above written.

*Theresa J. Nicoll*  
NOTARY PUBLIC

NEBRASKA GENERAL NOTARY  
THERESA J. NICOLL  
MY COMM. EXP.  
MAY 29, 1995

43-00109A  
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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.

NOTARY PUBLIC

FILED JANUARY 21, 1993

INSTRUMENT NUMBER  
93-000109

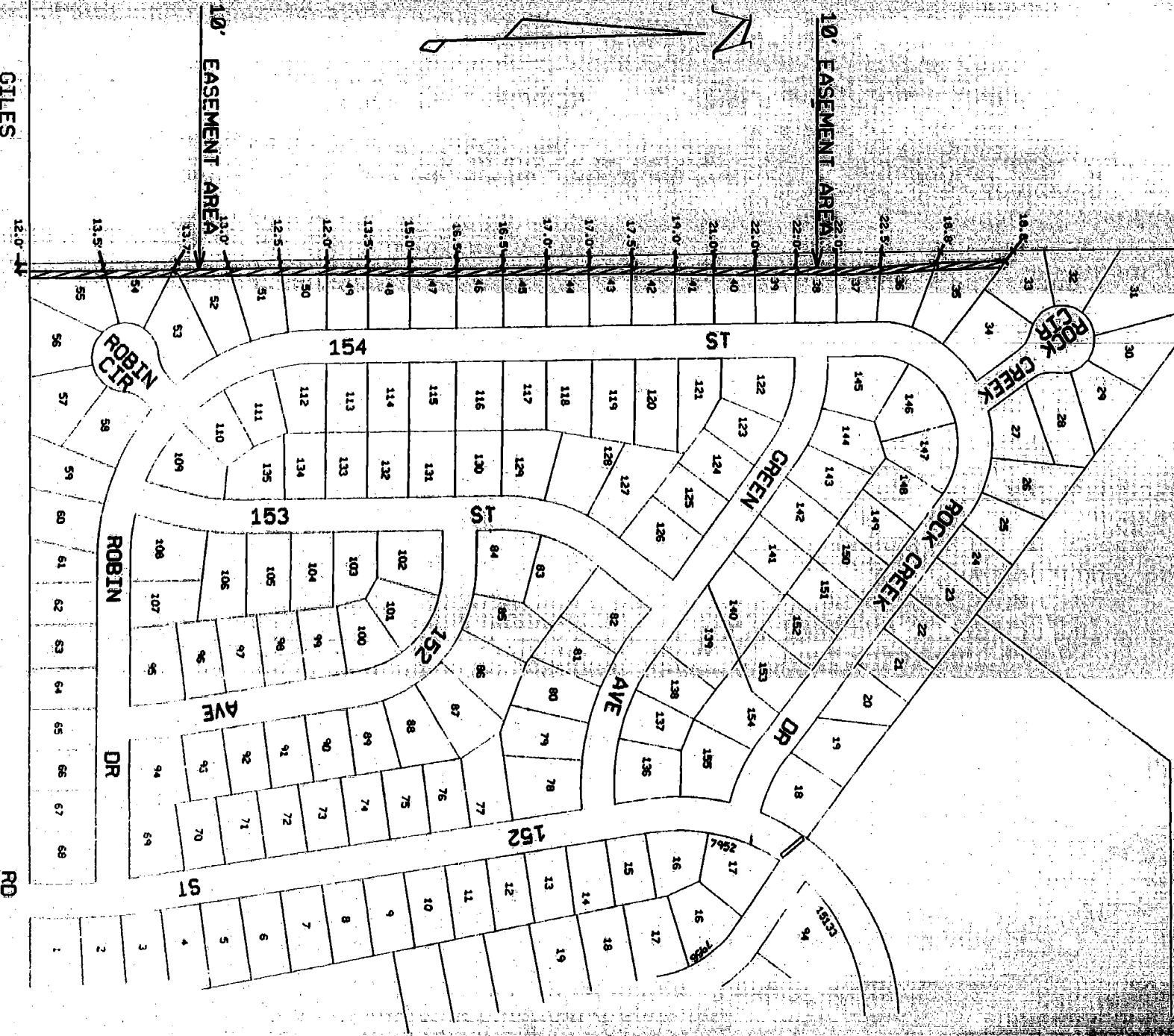
93 JAN -5 PM 1:23

*Carol C. Starin*  
REGISTER OF DEEDS

SEARCHED	<u>h</u>
SERIALIZED	<u>h</u>
INDEXED	<u>h</u>
FILED	<u>h</u>
Fees <u>25.50</u>	

93-0010913

EXHIBIT "A"

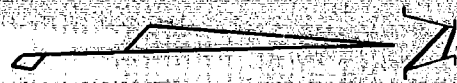


GILES

12.0'

10' EASEMENT AREA

10' EASEMENT AREA



RD