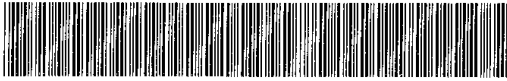




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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2006091851

August 2, 2006

RIGHT-OF-WAY EASEMENT

Triton Homes

Owner(s) of the real estate described below, and hereafter referred to as "Grantor(s)", 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, subject to matters of record, 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:

Lot One (1), Stone Creek Village, an Addition as surveyed, platted and recorded in Douglas County, Nebraska.

CONDITIONS:

- (a) Since Grantor does not intend to dedicate any streets, alleys or public ways for public use, where Grantees facilities are to be constructed to serve Grantor's condominium project. Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate service lines, poles, switches, wires, cable, crossarms, guys and anchors and other instrumentalities for the transmission of electric current for light, heat and power, including services of the Grantee to the improvements on the above described real estate, over, above, along, under, in and across a strip of land Ten feet (10') in width, being Five feet (5') each side of and parallel to facilities as constructed by Grantees and as shown on the attached Exhibit "A".
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted excepting those portions thereof which will be occupied by condominium structures and or garages (The term condominium house structures shall not include adjacent walks, driveways, parking areas or streets) and excepting those portions which may hereafter be occupied by a swimming pool and bathhouse, the specific location thereof to be hereafter agreed upon between the parties. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its successors and assigns, ^{for utility facilities constructed adjacent to and except landscaping improvements} covenant that at no time will any buildings, structures, pipelines or other property, ^{RJD} except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- (d) Grantees shall ^{promptly} restore the surface of the soil excavated ^{including sodding of grass and repair to irrigation system} for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be ^{RJD} to ^{pre-construction} pre-construction conditions.
- (e) Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.
- (f) The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to grant such right ^{RJD} and that their 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 right.

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Land Rights 5E/EP2
 444 South 16th Street Mall
 Omaha, NE 68102-2247

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 0 day of Aug, 2006.

Triton Homes
Robert R. Jahn
 Vice President of Development

OWNERS SIGNATURE(S) [Signature]

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Polk

On this 8th day of August, 2006, before me the undersigned, a Notary Public in and for said County, personally came Robert Gibson

Via President of Development, Triton Homes 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.

Melissa Bosma

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2006, 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



EXHIBIT "A"

