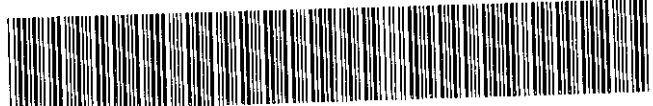




MISC 2006096947



AUG 23 2006 14:55 P 3

PERMANENT SEWER EASEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/23/2006 14:55:08.63



2006096947

KNOW ALL MEN BY THESE PRESENTS:

THAT Triton Homes, L.C., an Iowa limited liability company, doing business in Nebraska as Triton Homes, LLC hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum on the property described below; does hereby donate, grant and convey unto the City of Omaha, Nebraska, a municipal corporation, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across said easement strip by GRANTOR, his, her or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his, her or their heirs, successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee or representative of the CITY and any of said construction and work.
- 4) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself, herself or themselves and his, her or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property and that he, she or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he, she or they will, and his, her or their heirs, executors and

Mark LaPuzza
10250 Regency Cir, Ste. 300
Omaha, NE 68114

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administrators, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.

- 6) That said permanent sewer easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees.

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 22 day of August, 2006.

TRITON HOMES, L.C., an Iowa limited liability company,
doing business in Nebraska as TRITON HOMES, LLC

By Robert Gibson
Robert Gibson, Vice President of Development

STATE OF IOWA)
) ss.:
COUNTY OF POLK)

On this 22nd day of August, 2006, before me, the undersigned, a Notary Public in and for said County, personally came Robert Gibson of Triton Homes, L.C., an Iowa limited liability company, doing business in Nebraska as Triton Homes, LLC, to me personally known to be the Vice President of Development of said company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal the day and year last above written.



Melissa Bosma
Notary Public

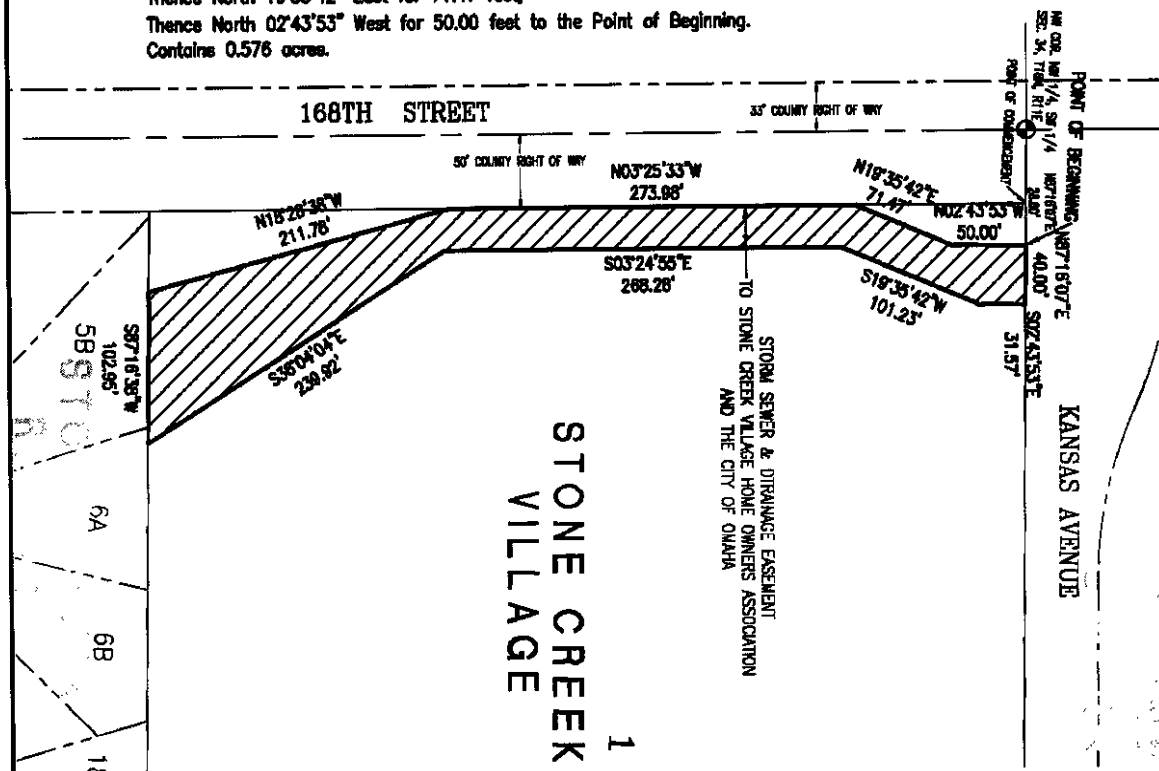
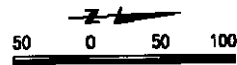
EXHIBIT "A"

EASEMENT EXHIBIT
LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of Lot 1, STONE CREEK VILLAGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of said Lot 1;
Thence North 87°16'07" East for 28.60 feet along the north line of said Lot 1 to the TRUE POINT OF BEGINNING;

- Thence North 87°16'07" East for 40.00 feet continuing along said north line;
 - Thence South 02°43'53" East for 31.57 feet;
 - Thence South 19°35'42" West for 101.23 feet;
 - Thence South 03°24'55" East for 268.28 feet;
 - Thence South 36°04'04" East for 239.92 feet to the south line of said Lot 1;
 - Thence South 87°16'38" West for 102.95 feet along said south line;
 - Thence North 18°28'38" West for 211.78 feet to the west line of said Lot 1;
 - Thence North 03°25'33" West for 273.98 feet along said west line;
 - Thence North 19°35'42" East for 71.47 feet;
 - Thence North 02°43'53" West for 50.00 feet to the Point of Beginning.
- Contains 0.576 acres.



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Book 05128 Page _____ Date May 8, 2006 Drawn By JHVD Job Number 05128.01 / 020



Lamp, Rynearson & Associates, Inc.

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