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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/2/2007 13:32:24.78

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Check Number

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT HEARTHSTONE HOMES, INC., a Nebraska Corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby reserve and retain, for itself, and its assigns, a non-exclusive, perpetual easement, and reasonable access thereto, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and appurtenances thereof above and below ground, and to extend thereon or therein wires or cable for the carrying and transmission of electric 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/or any other communications system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines of Lots 1 thru 151, inclusive; Lots 158 thru 185, inclusive, Turnbridge; and, Lots 1 thru 6, inclusive, Turnbridge Replat One, surveyed, platted and recorded in Douglas County, Nebraska; and an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots in said Turnbridge Subdivision; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots in said Turnbridge Subdivision. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. buildings or retaining walls shall be placed in the said easement ways, 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 herein granted.

This easement shall run with the land and inure to the benefit of Grantee's successors and

IN WITNESS WHEREOF, GRANTOR has executed this easement on this 15r day of OCTOBER 2007.

DECLARANT:
HEARTHSTONE HOMES, INC.
A Nebraska Corporation

Kent / Geschwender, President

STATE OF NEBRASKA) ss COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 151 day of OCTOPIC 2007 by Kent J. Geschwender, President of HearthStone Homes, Inc., a Nebraska Corporation, known to me to be the identical person who executed the above instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Notary Public

GENERAL NOTARY - State of Nebraska
KALLI KIRKENDALL
My Comm. Exp. Feb. 15, 2010

BOSS