

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between HARRISON STREET JOINT VENTURE, a Nebraska Joint Venture, hereinafter referred to as "Grantor" and APPLEWOOD HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Nebraska non-profit corporation, hereinafter referred to as "Grantee".

## W I T N E S S E T H :

That Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to Grantee a permanent easement and right-of-way to construct, erect, repair, maintain and remove, at any time, one (1) wooden fence in accordance with all applicable statutes, rules, regulations and ordinances, on, about and over the following described property, to-wit:

The East 2 feet of the West 8 feet of Lots 245 through 257, inclusive, Lot 259 and Lot 260, and the North 2 feet of the South 8 feet of Lot 260, Lot 261, Lot 262 and Lots 264 through 278, inclusive, all in Applewood Heights, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

To have and to hold said easement and right-of-way unto Grantee, so long as Grantee remains a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Nebraska.

This grant is made on the following terms:

1. Grantee agrees that it will, from time to time, and at all times hereafter, at its own cost and expense, repair and maintain in proper, substantial and workmanlike manner, the fence to be constructed in the above described easement and, for that purpose, Grantee shall have the free right of ingress and egress over and across Lots 245 through 257, inclusive, Lots 259 through 262, inclusive, and Lots 264 through 278, inclusive, Applewood Heights, insofar as such right of ingress and egress is necessary to the proper use of the right granted herein.

2. Grantee acknowledges that the easement herein granted transverses and adjoins certain easements previously granted to Northwestern Bell Telephone Company, Omaha Public Power District and Metropolitan Utilities District of Omaha, for the installation and maintenance of certain telephone, underground electric, gas and water lines. Grantee, in accepting this easement, expressly agrees to indemnify and hold Grantor and Sanitary and Improvement District No. 307 of Douglas County, Nebraska, (hereinafter referred to as "SID 307"), harmless from any and all damages caused by Grantee to any telephone, underground electric, gas or water lines or appurtenances now in place or hereafter installed by Northwestern Bell Telephone Company, Omaha Public Power District and Metropolitan Utilities of Omaha, their successors and assigns.

3. Grantee further agrees to indemnify and hold Grantor and SID 307 harmless from any loss or damage which shall be caused by Grantee's exercise of the rights herein granted by reason of any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

4. Grantee further agrees to indemnify and hold Grantor and SID 307 harmless from any and all damages, claims or causes of action and costs, including attorneys' fees, arising out Grantee's exercise of the rights granted herein.

5. Grantee agrees that it shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the contour and condition of said soil prior to the excavation and as soon after such work is performed as may be reasonably possible to do so. The restoration herein referred to shall include the replacement of any plantings, trees, shrubs or flowers damaged or destroyed by Grantee's exercise of the rights granted herein.

6. Upon termination of the easement herein granted, in the manner hereinabove set forth, the ownership of any fence then located within the easement area shall revert to the then owners of the lots referred to in Paragraph 1.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 23rd day of January, 1985.

HARRISON STREET JOINT VENTURE, a  
Nebraska Joint Venture, Grantor

By W. P. Wilke  
Title Vice President & Assistant Secretary

FOR NEBRASKA INVESTMENT SERVICES, INC.,  
a Nebraska Corporation, Partner

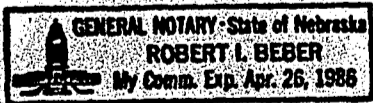
IN WITNESS WHEREOF, Grantee has caused these presents to be executed this 30 day of January, 1985.

APPLEWOOD HEIGHTS HOMEOWNERS ASSOCIATION,  
INC., a Nebraska Non-Profit Corporation,  
Grantee

By Ted Grace  
Ted Grace, President

STATE OF NEBRASKA )  
  ) SS.  
COUNTY OF Lancaster )

On this 23rd day of January, 1985, before me, a Notary Public in and for said County and State, personally appeared William L. Wilke, whose known to me to be the Vice-President of NEBRASKA INVESTMENT SERVICES, INC., a Nebraska Corporation, partner of HARRISON STREET JOINT VENTURE, a Nebraska Joint Venture, the identical person who executed the foregoing Easement Agreement, and who acknowledged that he executed the same as his voluntary act and deed as such officer, and the voluntary act and deed of said corporation as partner of said partnership.




Robert L. Beber  
Notary Public

STATE OF NEBRASKA )  
  ) SS.  
COUNTY OF DOUGLAS )

On this 30 day of January, 1985, before me, the

undersigned, a Notary Public in and for said County and State, personally appeared Ted Grace, to me known to be the President of the APPLEWOOD HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Nebraska Non-Profit Corporation, the identical person who executed the foregoing Easement Agreement, and who acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

 GENERAL NOTARY - State of Nebraska  
SHIRLEY A. GRAY  
My Comm. Exp. April 15, 1987

Shirley A. Gray  
Notary Public

*10 Book*

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GEORGE A. ...  
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Page 240  
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