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LANCASTER COUNTY, NE

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**UTILITY ACCESS EASEMENT AGREEMENT**

This Utility Access Easement Agreement is entered into by and between 134th and O Street Partnership, a Nebraska partnership ("134th & O") and Crooked Creek Homes Association, a Nebraska nonprofit corporation ("Crooked Creek") pursuant to the following terms, provisions, conditions and covenants, to wit:

**PURPOSE AND INTENT**

A. 134th & O is the owner of certain property described on the attached Exhibit "A". A clubhouse ("Clubhouse") for the Crooked Creek Golf Course ("Golf Course") is located adjacent to and contiguous with the property owned by 134<sup>th</sup> & O. Exhibit "B", which is attached hereto shows the approximate location of the Clubhouse.

B. Crooked Creek is the homeowners association for the Crooked Creek Addition in Lancaster County, Nebraska (the "Development"), which is located adjacent to the Golf Course and which is served by a water main and water wells ("Water System") located on the property adjoining the Clubhouse owned by 134<sup>th</sup> & O. The controls, storage tanks, pressure tanks, piping, plumbing, and all other equipment and devices for obtaining water from the wells, and storing and delivering the water to the Development (collectively the "Equipment") are located in the mechanical/storage room on the lower level of the Clubhouse. Exhibit "C" attached hereto describes the layout of the lower level of the Clubhouse and the specific location of the easement granted hereby within the corridor, and the mechanical/storage room in the basement of the Clubhouse.

C. Crooked Creek desires to obtain and 134th & O is willing to grant Crooked Creek an easement to provide Crooked Creek access to the Equipment located in the Clubhouse on the property on the terms and conditions contained in this Easement.

**GRANT OF EASEMENT**

1. Utility Access Easement. In consideration of the mutual covenants and conditions contained in this instrument, 134th & O conveys to Crooked Creek an easement ("Easement") on, over, through and under that portion of the property owned

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by 134<sup>th</sup> & O as shown on Exhibit "B" (the "Property") and the Clubhouse both specifically identified as the "Easement Area" on the attached Exhibits "B" and "C", as may be reasonably necessary for the operation, repair, replacement and maintenance of the Equipment located in or on the Clubhouse, and all appurtenances to such Equipment, together with the right of ingress and egress onto the Property and into the Mechanical/Storage Room described on the attached Exhibit "C", necessary for the use and enjoyment of the Easement, as more fully set forth below. 134<sup>th</sup> & O grants the Easement without divesting itself of title and ownership of the rights to use and enjoy the Property, the Clubhouse and the Equipment for any purpose, subject only to the right of Crooked Creek to enter on the Property and the Clubhouse for the purposes provided in this Easement.

2. Access. 134<sup>th</sup> & O shall provide access to the Property and the Clubhouse for the purposes provided in this Easement. Additionally, 134<sup>th</sup> & O shall, on execution of this Easement provide Crooked Creek with a written list of the names and telephone numbers of individuals whom Crooked Creek may call to gain access to the Property and the Clubhouse. Crooked Creek must contact one of the individuals on the list in order to gain access to the Property and the Clubhouse.

3. Maintenance and Repair. Crooked Creek shall repair, at its sole cost and expense, any damage to the Property or the Clubhouse caused by it, or by its members, agents or contractors, in exercising its rights granted by this Easement. All such repairs shall return the Property and the Clubhouse to the condition it was in prior to the need for any such repairs. Crooked Creek shall repair and maintain, at its sole cost and expense, the Equipment, except for any repair or maintenance necessitated by damage to the Equipment caused by the act, error or omission of 134<sup>th</sup> & O, its agents, employees, or contractors, for which 134<sup>th</sup> & O shall be responsible. In the event that Crooked Creek shall fail in any of the responsibilities and obligations set forth herein, within fifteen (15) days after written demand for compliance shall have been received by Crooked Creek, unless such default shall be of a nature that it cannot be completely cured with such fifteen (15) day period, but the curing of the default has been commenced within the fifteen (15) day period and shall thereafter be continued with reasonable diligence, then in each such case, in addition to all other remedies it may have at law or in equity, 134<sup>th</sup> & O may perform such responsibilities or obligations for the account and at the expense of Crooked Creek, and Crooked Creek, immediately on receipt of an itemized invoice of the cost and expense thereof, agrees to promptly pay the reasonable cost and expense incurred by 134<sup>th</sup> & O, with interest at the rate of one and one-half percent (1 ½%) per month to the date payment is received. If Crooked Creek does not promptly pay the reasonable cost and expense, 134<sup>th</sup> & O shall have a limited power of attorney for and on behalf of Crooked Creek to file or record a lien against the Crooked Creek Properties pursuant to the Restrictive Covenants recorded on December 30, 2002 with the Lancaster County Register of Deeds as Instrument No. 2002-095271. The amount of the lien that may be filed or recorded against a Crooked Creek lot shall be the prorata share of the total cost divided by the total number of lots within the Crooked Creek Properties.

4. Use of Equipment and Extinguishment of Easement. Crooked Creek agrees that 134<sup>th</sup> & O shall be allowed to connect to and use the Equipment to supply the water needs for 134<sup>th</sup> & O's Clubhouse pursuant to the terms and conditions of that certain Water Well and Main Easement Agreement executed by 134<sup>th</sup> & O in favor of Crooked

Creek of even date herewith. In the event that Crooked Creek hooks up to and obtains its water supply from an alternative water source or service, other than the water wells located on the Property, any of the Equipment which is not removed by Crooked Creek within 90 days of connecting to the alternative water source shall thereupon become the sole and absolute property of 134th & O, and the easement created by this Utility Access Easement shall be extinguished and terminated.

5. Binding Effect. This Easement shall run with the land and be binding upon the successors and assigns of the parties.

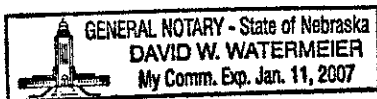
Dated: 3/20, 2004.

134th and O Street Partnership

By: Marc Cruse  
Partner

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 20th day of March, 2004, by Marc Cruse of 134th & O Street Partnership, a Nebraska general partnership, on behalf of the partnership.



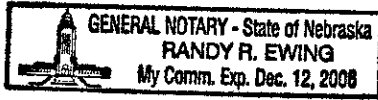
David W. Watermeier  
Notary Public


Crooked Creek Homes Association

By: Steven M. Champoux  
Steven M. Champoux, President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

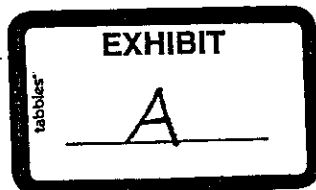
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2004, by Steve M. Champoux, President of Crooked Creek Homes Association on behalf of the association.

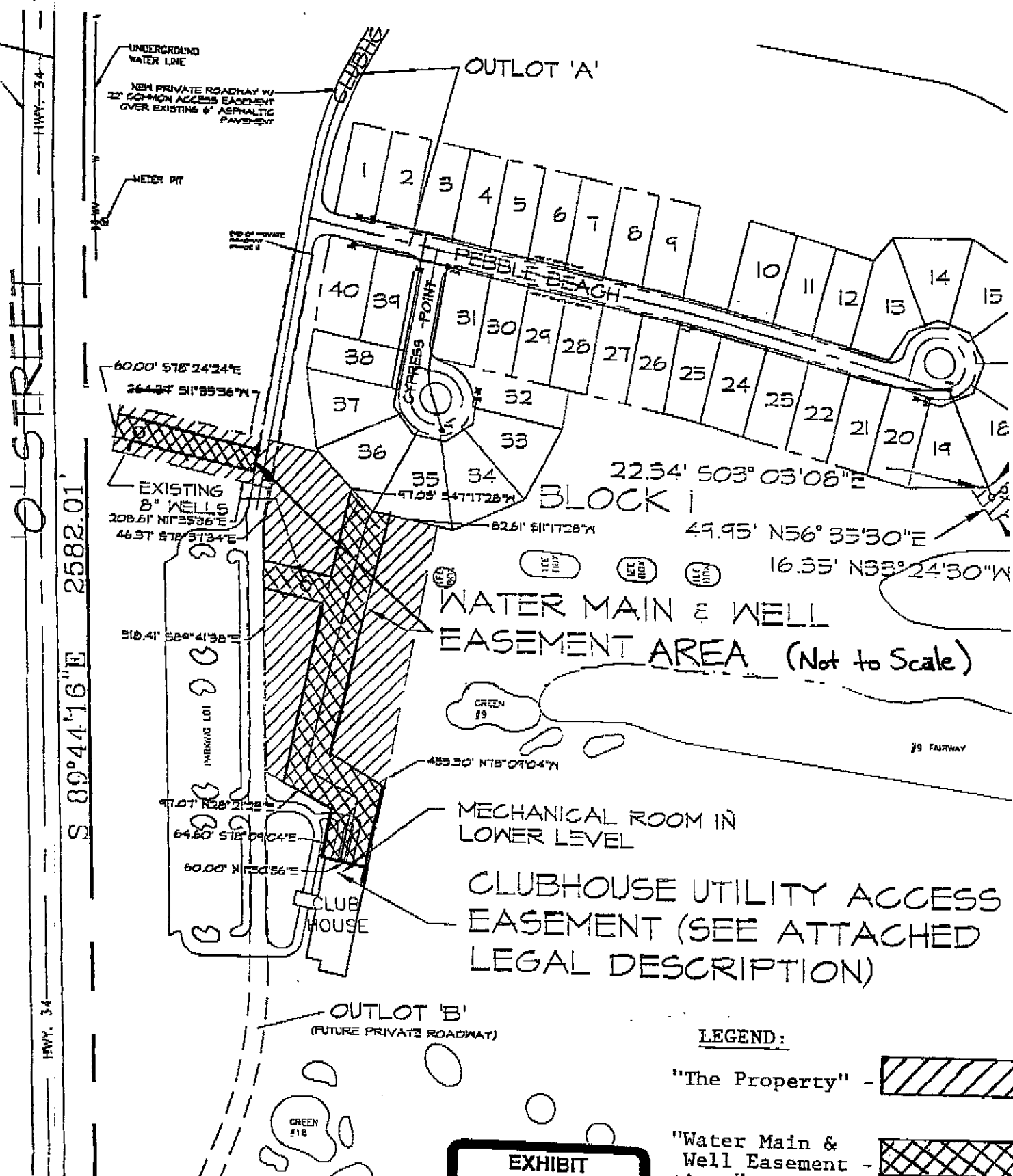


  
\_\_\_\_\_  
Notary Public

UTILITY ACCESS EASEMENT

Lot 41, Block 1, Crooked Creek Addition, Lincoln, Lancaster County,  
Nebraska






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HWY. 34

LEGEND:

"The Property" - 


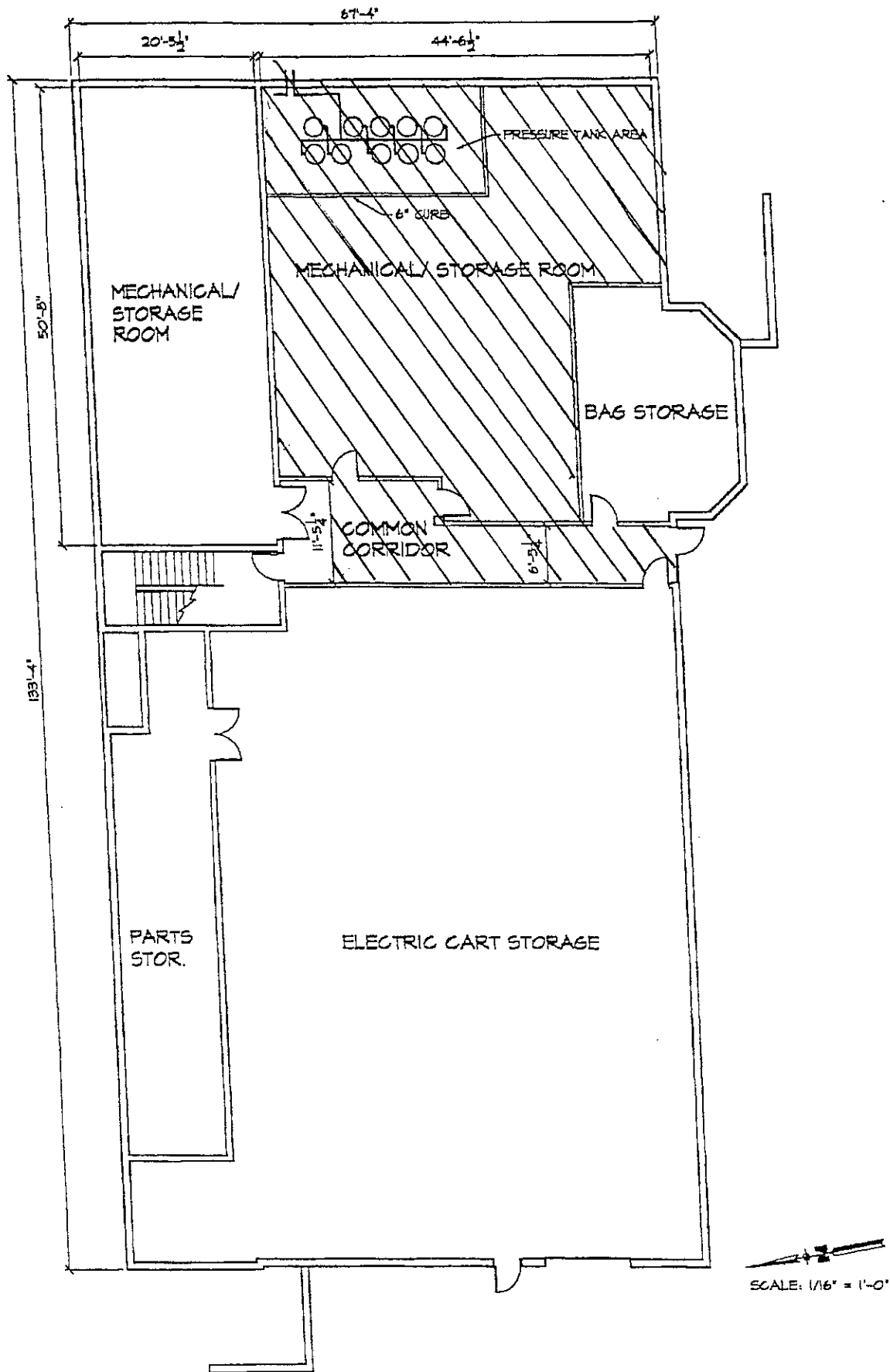
"Water Main & Well Easement Area" - 

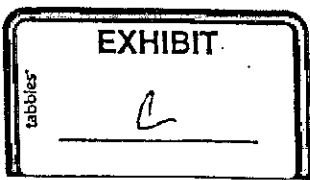
EXHIBIT  
B

# CROOKED CREEK CLUB HOUSE



SCALE: 1/16" = 1'-0"

LEGEND:



Utility Access Easement Area

