

\$35.50



04020175

INST. NO 2004

2004 APR -5 A 10:15 020175

LANCASTER COUNTY, NE

BLOCK
 1
 CODE
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WATER MAIN AND WELL EASEMENT AGREEMENT

This Water Main and Well Easement Agreement is entered into by and between 134th & O Street Partnership, a Nebraska general 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:

5097 00.1#

PURPOSE AND INTENT

- A. 134th & O is the owner of certain property described on the attached Exhibit "A", (the "Property"). Exhibit "B" attached hereto shows the location of the easement granted hereby upon the Property.
- B. Crooked Creek is the homeowners association for the Crooked Creek in Lancaster County, Nebraska (the "Development"), which is adjacent to the Property.
- C. Crooked Creek desires to obtain and 134th & O is willing to grant Crooked Creek a water main and well easement to facilitate developing the Development, on the terms and conditions contained in this Easement.

GRANT OF EASEMENT

1. Water Main and Well Easement. For and in consideration of the sum of one dollar (\$1.00) 134th & O conveys to Crooked Creek an easement ("Easement") on, over and under that portion of the Property, forty feet wide, twenty feet on either side of the wells and the buried water lines on the Property, and specifically identified as the "Water Main & Well Easement Area" on Exhibit "B", attached hereto, together with the area located in the basement of the Clubhouse for Crooked Creek Golf Club housing the Water Storage Tanks and related equipment, as more specifically described on Exhibit "C", attached hereto, as may be reasonably necessary for the construction, reconstruction, operation, repair, and maintenance of a water main and two water wells, and all appurtenances to the water main and two wells (collectively the "Water System"), together with the right of ingress and egress necessary for the use, repair and

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maintenance of the Easement. 134th & O grants the Easement without divesting itself of title and ownership of the rights to use and enjoy the Property, and the Water System for any purpose, including but not limited to any purpose approved by City, County, or State governing bodies for the operation of the existing, or any expanded business operated by 134th & O upon the Property, whether or not such operation is over or upon the easement granted hereby, subject only to the rights of Crooked Creek to use the Property for the purposes provided in this Agreement. 134th & O shall be responsible for the cost of repairing any damage to the Water System caused by any act, error or omission of 134th & O, its agents, employees, contractors, and invitees.

2. Notice Maintenance and Repair. Crooked Creek shall provide 134th & O with reasonable notice, in light of the exigency of the circumstances, prior to entering on the Property in the exercise of its rights under this Easement. 134th & O shall provide Crooked Creek with a written list of the names and phone numbers of the individuals to be contacted by Crooked Creek for purposes of gaining access to the easement area located in the basement of the Clubhouse, which list 134th & O shall keep updated on a current basis. Crooked Creek shall exercise its rights under this Easement in such a manner so as to minimize, at all times and under all circumstances, any interference with the use of the Property and the Water System by 134th & O and the operation of 134th & O's business on and around the Property. Crooked Creek shall repair, at its sole cost and expense, any damage to the Property caused by it, or by its members, agents, employees or contractors, in exercising its rights granted by this Easement and shall place said Property back in the condition it enjoyed prior to the occurrence of any damage, whether by repair, maintenance or other cause attributable to its use. Crooked Creek shall, at its sole cost and expense, maintain the Water System in good condition and repair, provided, however, that Crooked Creek shall have no obligation for any material increase in the cost of repair caused by any change made in or to the Property or any change in the use of the Property from and after the date of the execution of this Agreement.

3. Use of Water System. 134th & O shall be allowed to use the Water System to supply the water needs for 134th & O's Clubhouse located adjacent to the Property, as shown on Exhibit "B", and any other reasonable expansion of the business operated by 134th & O on the Property at no cost to 134th & O. 134th & O may be permitted to use the Water System for the purpose of irrigating the Golf Course only if such use does not materially diminish or impair the availability of water within the Water System by Crooked Creek or the Clubhouse and the any additional costs caused by or attributable to using the Water System for Golf Course irrigation purposes shall be paid for by 134th & O. Upon receipt of any written notice from Crooked Creek that 134th & O's use for Golf Course irrigation is or may be impairing the water availability, 134th & O shall immediately cease using the Water System for irrigation purposes until such time as a licensed engineer and/or an authorized and qualified representative from the Lower Platte South Natural Resources District shall provide Crooked Creek with assurances that the irrigation use will not diminish or impair the domestic or other use of the Water System by Crooked Creek. It is the express intention of the parties that the domestic use of the Water System by Crooked Creek and Clubhouse shall be paramount to any use of such system by 134th & O for purposes of irrigating the Golf Course operated by 134th & O.

4. Costs of Operation. Crooked Creek shall, within sixty (60) days of the grant of this Easement, have an electricity meter installed to separately meter the electricity used by the Water System. Crooked Creek shall immediately make arrangements with the electric utility company providing electric service to the Property and Water System to obtain a separate billing for the electricity necessary to run the Water System, and shall pay the electricity costs and all other costs associated with the operation of the Water System, except as otherwise provided in this Easement.

5. Extinguishment of Easement. In the event that Crooked Creek hooks up to and obtains its water supply from any alternative water source or service, other than the Water System, or in the event that Crooked Creek fails at any time to comply with any of the duties or obligations imposed hereunder, this Easement shall immediately be extinguished, all rights granted to Crooked Creek hereunder shall immediately terminate, and all components of the Water System not removed within 60 days of the connection to the alternative water source shall immediately become the sole and absolute property of 134th & O.

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

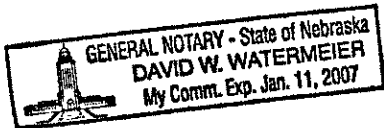
Dated: 3/20, 2004.

134th & O Street Partnership

By: Marc D. Cruse
Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

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



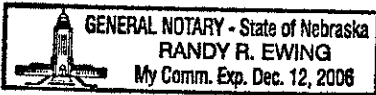
David W. Watermeier
Notary Public

Crooked Creek Homes Association

By: Steve M. Champoux
Steve M. Champoux, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

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



[Signature]
Notary Public

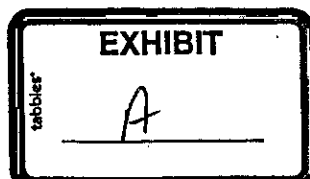
WATER MAIN & WELL EASEMENT

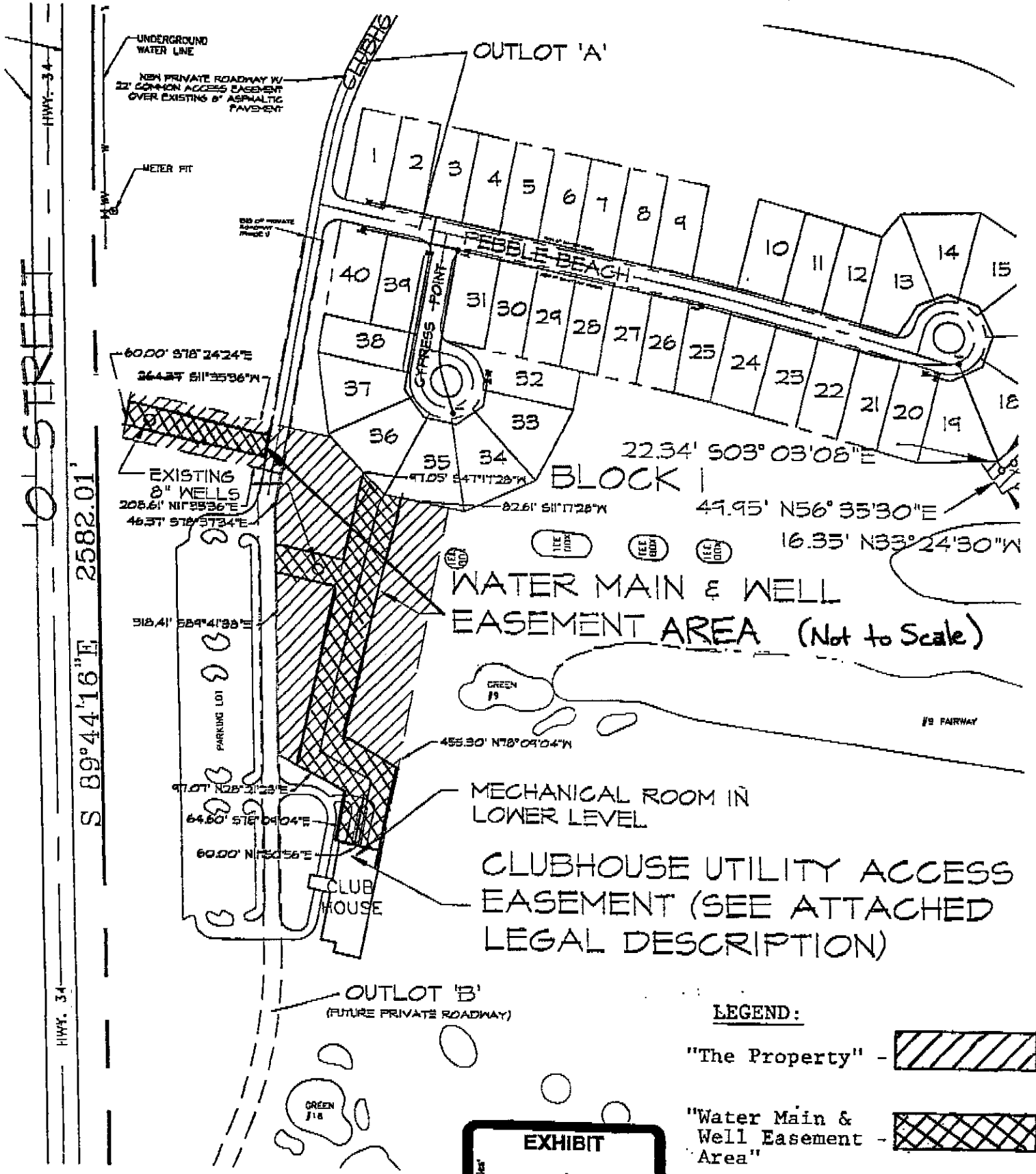
Brooked Creek
Addition

A LEGAL DESCRIPTION OF A PORTION OF LOT 41, BLOCK 1
LOCATED IN THE EAST HALF OF SECTION 29, T. 10 N., R. 8 E. OF
THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF
SECTION 29, ALSO THE INTERSECTION OF S. 134TH & 'O' STREET;
THENCE S. 00 -12'-30" E., 59.00 FEET; THENCE N. 89 -44'-16" W.,
903.94 FEET; THENCE S. 00 -15'-44" W., 45.46 FEET TO THE POINT
OF BEGINNING;

THENCE S. 11 -35'-36" W., 264.37 FEET; THENCE S. 47 -17'-28" W.,
97.05 FEET; S. 11 -17'-28" W., 82.61 FEET; THENCE N. 78 -09'-04" W.,
455.30 FEET; THENCE N. 11 -50'-56" E., 60.00 FEET; THENCE S. 78
-09'-04" E., 64.60 FEET; THENCE N. 28 -21'-23" E., 97.07 FEET;
THENCE S. 89 -41'-38" E., 318.41 FEET; THENCE S. 78 -37'-34" E.,
46.37 FEET; THENCE N. 11 -35'-36" E., 208.61 FEET; THENCE S. 78
-24'-24" E., 60.00 FEET; TO THE POINT OF BEGINNING AND
CONTAINING A CALCULATED AREA OF S.F. OR ACRES MORE OR
LESS.






BLOCK I
 WATER MAIN & WELL
 EASEMENT AREA (Not to Scale)

MECHANICAL ROOM IN
 LOWER LEVEL
 CLUBHOUSE UTILITY ACCESS
 EASEMENT (SEE ATTACHED
 LEGAL DESCRIPTION)

LEGEND:

"The Property" - 


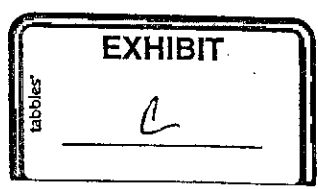
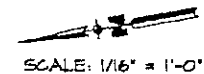
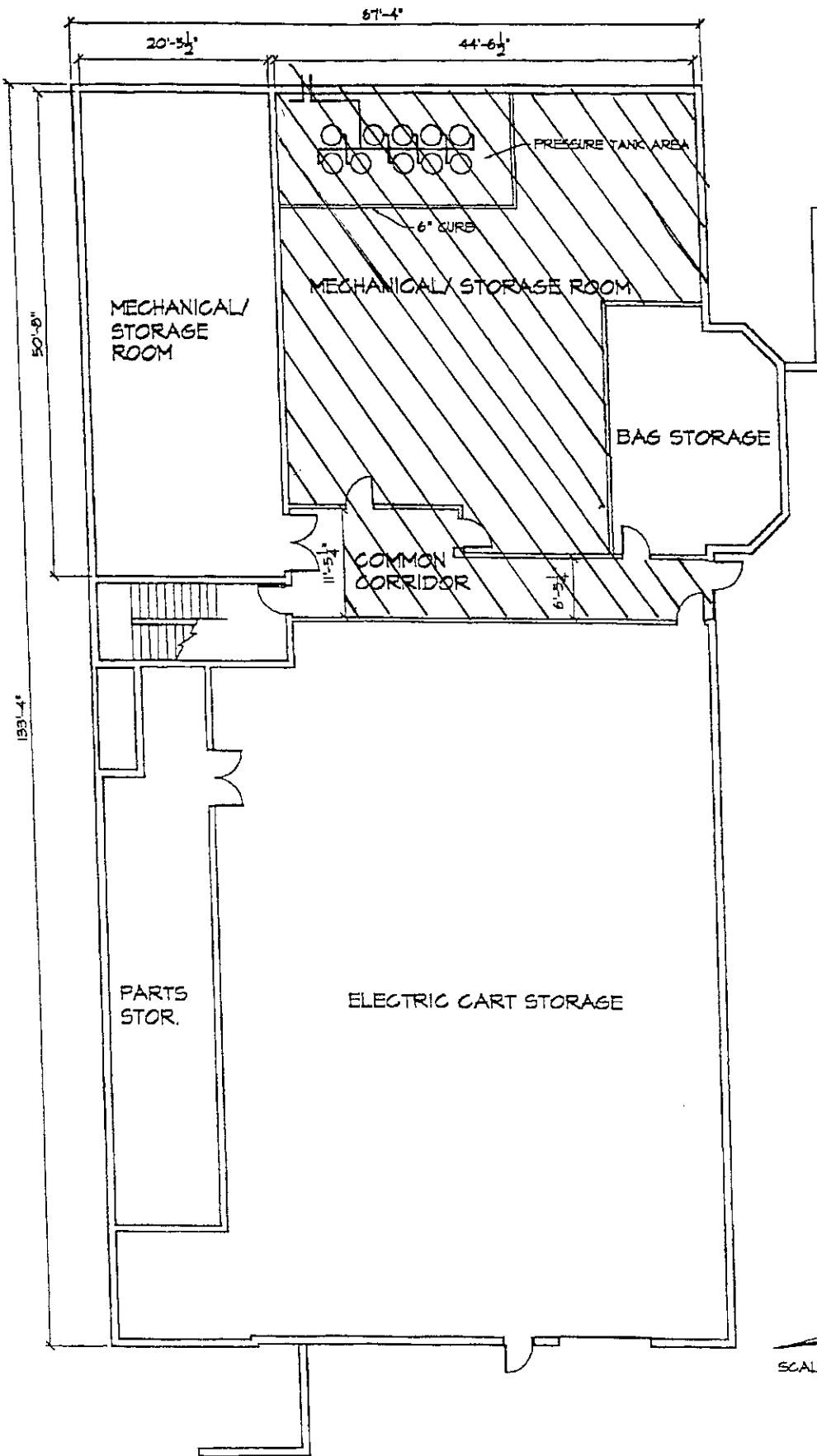
"Water Main & Well Easement Area" - 

EXHIBIT
B

CROOKED CREEK CLUB HOUSE



LEGEND:

Utility Access Easement Area

