

EASEMENT

WHEREAS, Fountain Hills Joint Venture, a joint venture organized under and subject to the Uniform Partnership Act of Nebraska, which joint venture is composed of Creative Land Consultants, Inc., a Nebraska corporation and Equity Services, Inc., an Iowa corporation (said joint venture being herein referred to as the "Grantor") desires to grant a perpetual walkway easement over certain property owned by the Grantor to Sanitary and Improvement District No. 291 of Douglas County, Nebraska, the City of Omaha, a municipal corporation, in the State of Nebraska and the Millard School District a/k/a School District No. 17, Douglas County, Nebraska (herein collectively referred to as the "Grantee" except as otherwise noted),

NOW, THEREFORE, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibit "A" attached hereto and incorporated herein by reference does herewith give and grant unto the Grantee, its successors and assigns, perpetual walkway easements over, on, and across the property as is described in Exhibit "A".

1. The scope and purpose of the walkway easements are for the construction, repair, maintenance, replacement and renewal of sidewalks to serve the Millard School District property. The Grantee shall have full right and authority to enter upon said walkway easements in order to perform any of the acts and functions described within the scope and purpose of said easement. Provided, however, that the rights in said easements of the City of Omaha shall have no force and effect unless and until the property on which said easements are located shall be annexed as a part of said City and the City shall have a legal obligation to maintain said walkway easements and the sidewalks thereon.

2. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 291 of Douglas County, Nebraska, agrees forthwith, and the City of Omaha, agrees effective with the annexation of the property on which said walkway easement is located, to make good or cause to be made good the owner or owners of the property in which the same were constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said easements or any part thereof.

3. Grantor herein for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of such premises, that the Grantor has good, right and lawful authority to grant said walkway easements, and that the Grantor further hereby covenants to warrant and defend said walkway easements against the lawful claims of all persons whomsoever.

4. This Easement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 27<sup>th</sup> day of January, 1986.

FOUNTAIN HILLS JOINT VENTURE, A  
Nebraska Joint Venture, Grantor

BY: CREATIVE LAND CONSULTANTS,  
INC., A Nebraska Corpora-  
tion, a joint venturer,  
signing in behalf of all of  
the joint venturers pursuant  
to the power granted to  
Creative Land Consultants,  
Inc., as contained in Para-  
graph 20 of the Joint Venture  
Agreement dated June 28, 1977  
by and between Equity  
Services Corporation, an Iowa  
corporation, and Creative  
Land Consultants, Inc., a  
Nebraska corporation



By: Glenn L. Buck  
President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 1986 by Glenn L. Buck, President of Creative Land Consultants, Inc., a Nebraska corporation, joint venturer of Fountain Hills Joint Venture, a Nebraska Joint Venture in behalf of said joint venture.

[Signature]  
Notary Public

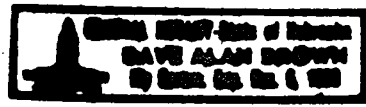


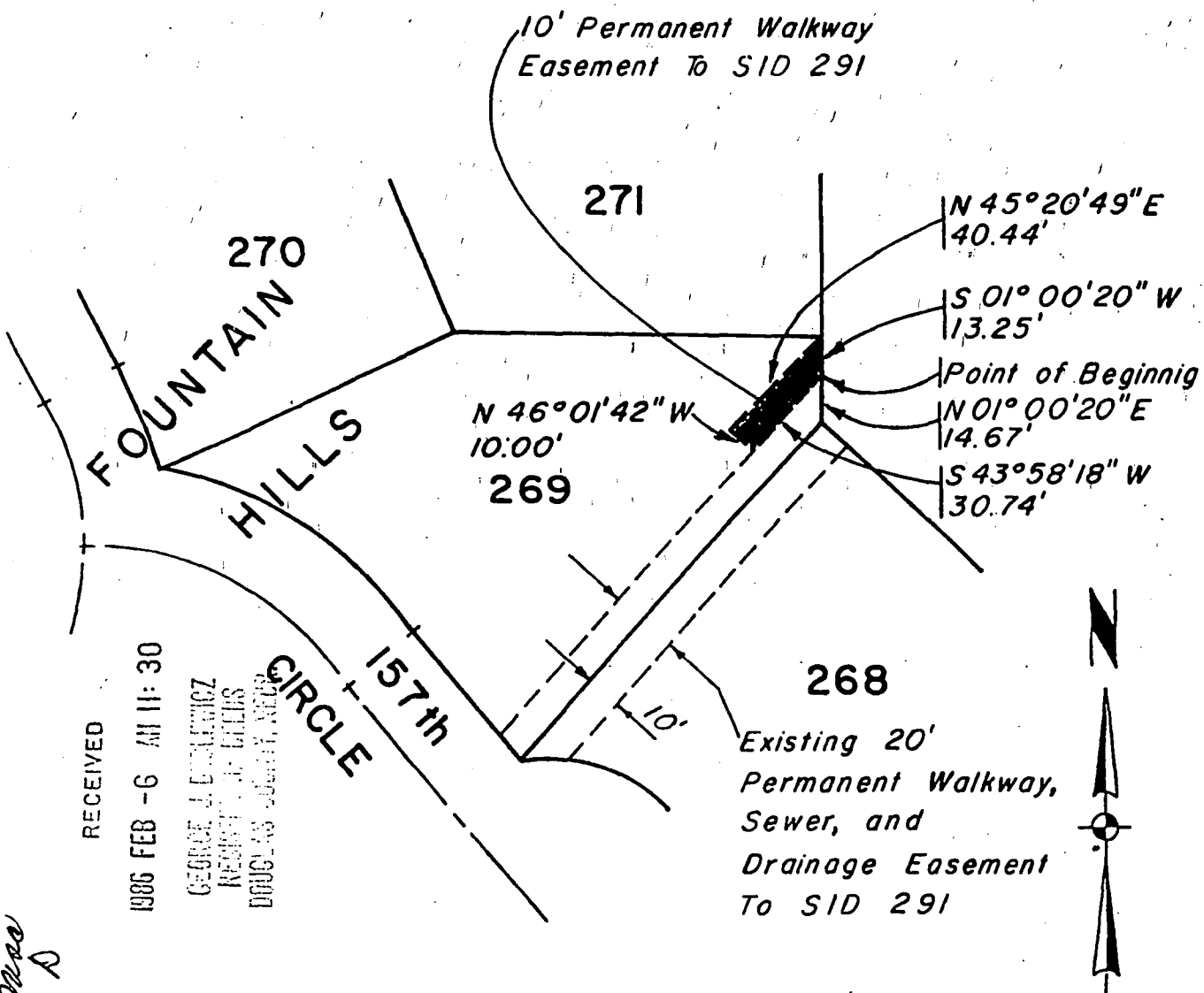
EXHIBIT "A"

LEGAL DESCRIPTION:

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A permanent easement for construction and maintenance of a walkway over that part of Lot 269, FOUNTAIN HILLS, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of said Lot 269, FOUNTAIN HILLS: thence North  $01^{\circ}00'20''$  East (bearings based on the FOUNTAIN HILLS Final Plat) for 14.67 feet along the Easterly line of said Lot 269 to the TRUE POINT OF BEGINNING; thence South  $43^{\circ}58'18''$  West for 30.74 feet parallel and 10.00 feet Northwesterly from the Southeasterly line of said Lot 269; thence North  $46^{\circ}01'42''$  West for 10.00 feet; thence North  $45^{\circ}20'49''$  East for 40.44 feet to the Northeast corner of said Lot 269; thence South  $01^{\circ}00'20''$  West for 13.25 feet to the TRUE POINT OF BEGINNING: Contains 341 Square Feet.



RECEIVED  
1986 FEB - 6 AM 11:30  
GEORGE J. DUBOCHICZ  
REGISTERED SURVEYOR  
DOUGLAS COUNTY, NEBR.



SCALE: 1" = 50'

BK 764 Del. VR N 90-173 KP Fee 15.50  
 PG 496 Indx. MR/MA 90-171 MC B.C  
 OF Misc Comp. AN Comp. CT

Book \_\_\_\_\_ Page \_\_\_\_\_ Date 1-10-86 Job Number 830927-862

1925 Misc A

**lamp, rynearson & associates, inc.**  
 architects engineers surveyors planners  
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