

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 Equity Services, Inc., an Iowa corporation, and Creative Land Consultants, Inc., a Nebraska corporation (said joint venture being herein referred to as the "Grantor") desires to grant a perpetual storm sewer easement over certain property owned by the Grantor to Sanitary and Improvement District No. 291 of Douglas County, Nebraska, and the City of Omaha, a municipal corporation, in the State of Nebraska (herein collectively referred to as the "Grantee" except as otherwise noted),

NOW, THEREFORE, in consideration of ~~One Dollar~~ and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibits "A", "B", and "C", does herewith give and grant unto the Grantee, its successors and assigns, a perpetual storm sewer easement over on, across, under the property as shown on Exhibits "A", "B", and "C" attached hereto and incorporated herein by reference as all set out herein.

1. The scope and purpose of the easement is for the construction, repair, maintenance, replacement and renewal of storm sewers, including all necessary and related appurtenances, and the transmission through said sewers of sanitary sewage and storm water. The Grantee shall have the full right and authority to enter upon said easement way 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 easement of the City of Omaha shall have no force and effect unless and until the property on which said storm sewers are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said storm sewer improvements as public facilities.

2. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 291 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha, agrees effective with the annexation of the property on which such storm sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any or 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 easement or any part thereof.

3. Grantor herein for itself, its successors and assigns, does hereby covenants 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 easement way, and that the Grantor further hereby covenants to warrant and defend said easement way against the lawful claims of all persons whosoever.

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 date and year first above written.

FOUNTAIN HILLS JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska

By: CREATIVE LAND CONSULTANTS, INC.
A Nebraska Corporation

By: *Gene D. Svensen*
Gene D. Svensen, President

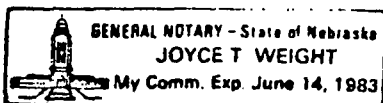
ATTEST:

Raymond Betz

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 26th day of September, 1979, before me, the undersigned a Notary Public in and for said county, personally came Gene D. Svensen, President of Creative Land Consultants, Inc., personally known to me to be the President and identical person whose name is affixed to the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed of said corporation, and the voluntary act and deed of said joint venture, and the corporate seal of said corporation was affixed thereto by its authority.

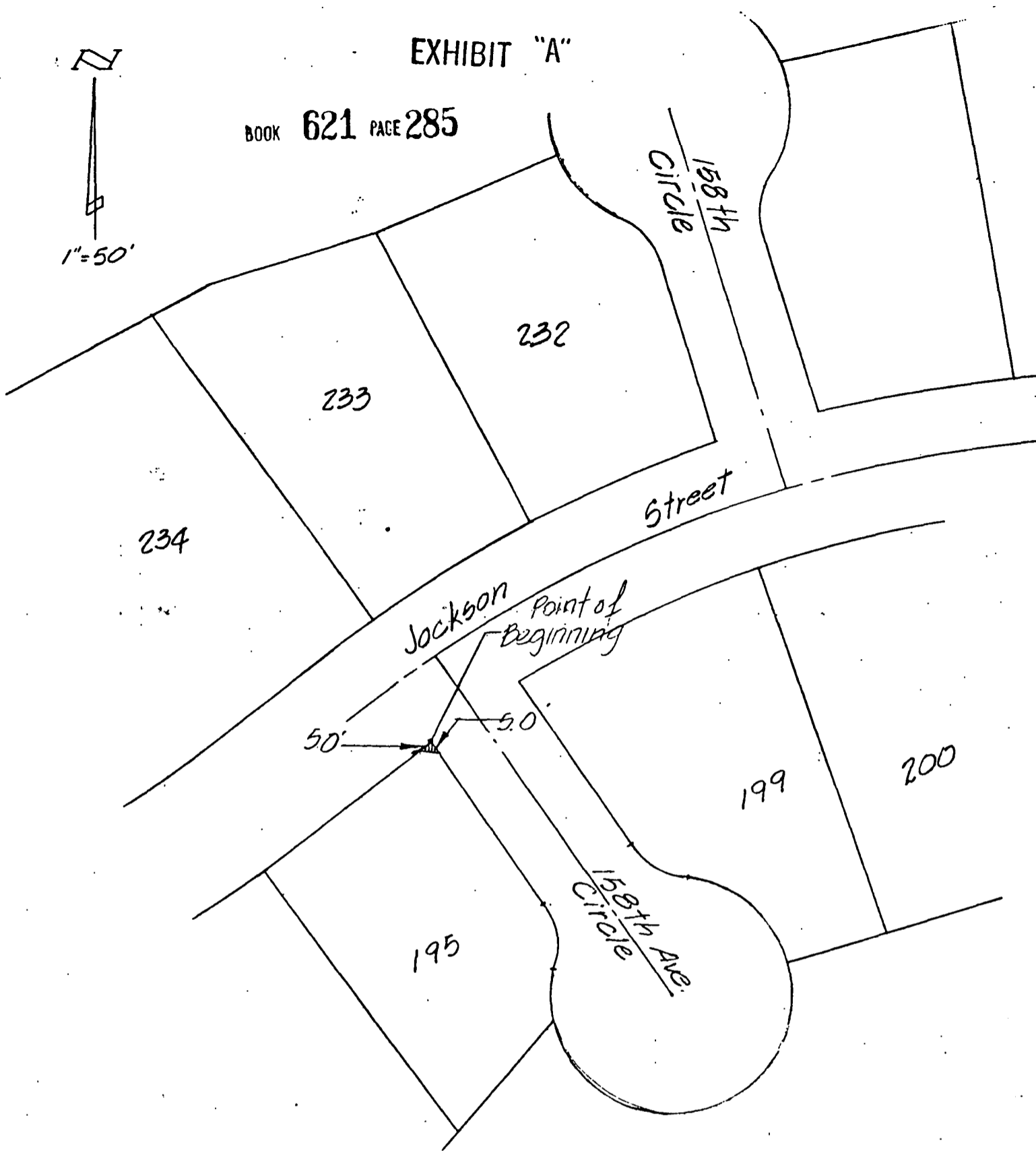
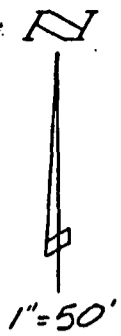
WITNESS my hand and notarial seal in said county the day and year last above written.



Joyce T. Weight
Notary Public

EXHIBIT "A"

BOOK 621 PAGE 285



LEGAL DESCRIPTION

PERMANENT SEWER AND DRAINAGE EASEMENT

The following is the legal description of a permanent sewer and drainage easement located in Fountain Hills, Lots 187 thru 260, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

In Lot 195, beginning along the Westerly right-of-way of 158th Avenue Circle at the Northeasternmost corner; thence South $43^{\circ}05'27''$ East, a distance of 5.0 feet; thence Northwesterly to a point on the Southerly right-of-way line of Jackson Street that is 5.0 feet Southwesterly of the point of beginning; thence Northeasterly on a 445.00-foot radius curve to the left along said right-of-way line an arc distance of 5.0 feet to the point of beginning.

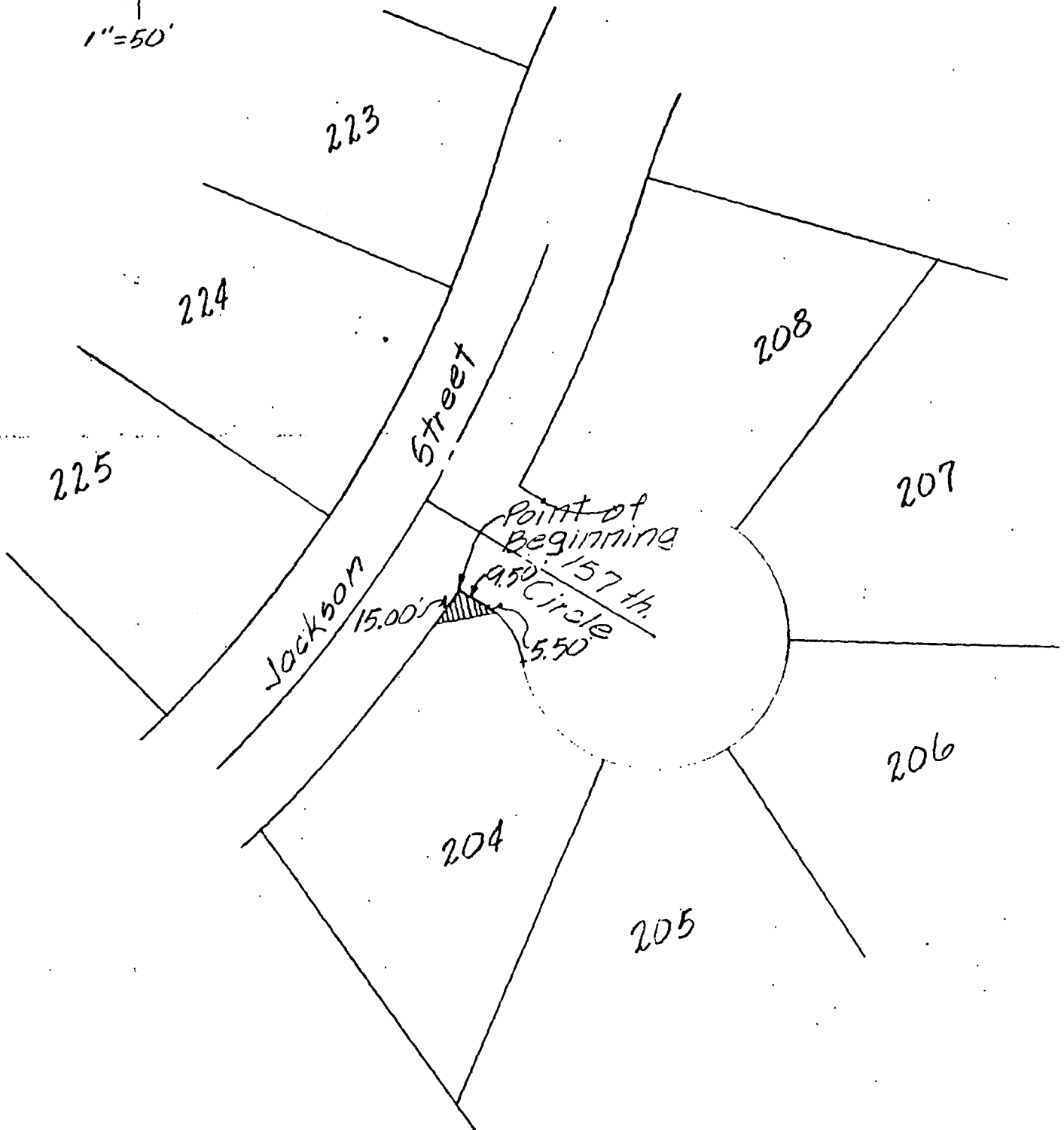
THE SCHEMMER ASSOCIATES INC.

ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED _____ DRAWN T.H.P. CHECKED _____ DATE 4-2-79 SHEET NO. _____

EXHIBIT "B"

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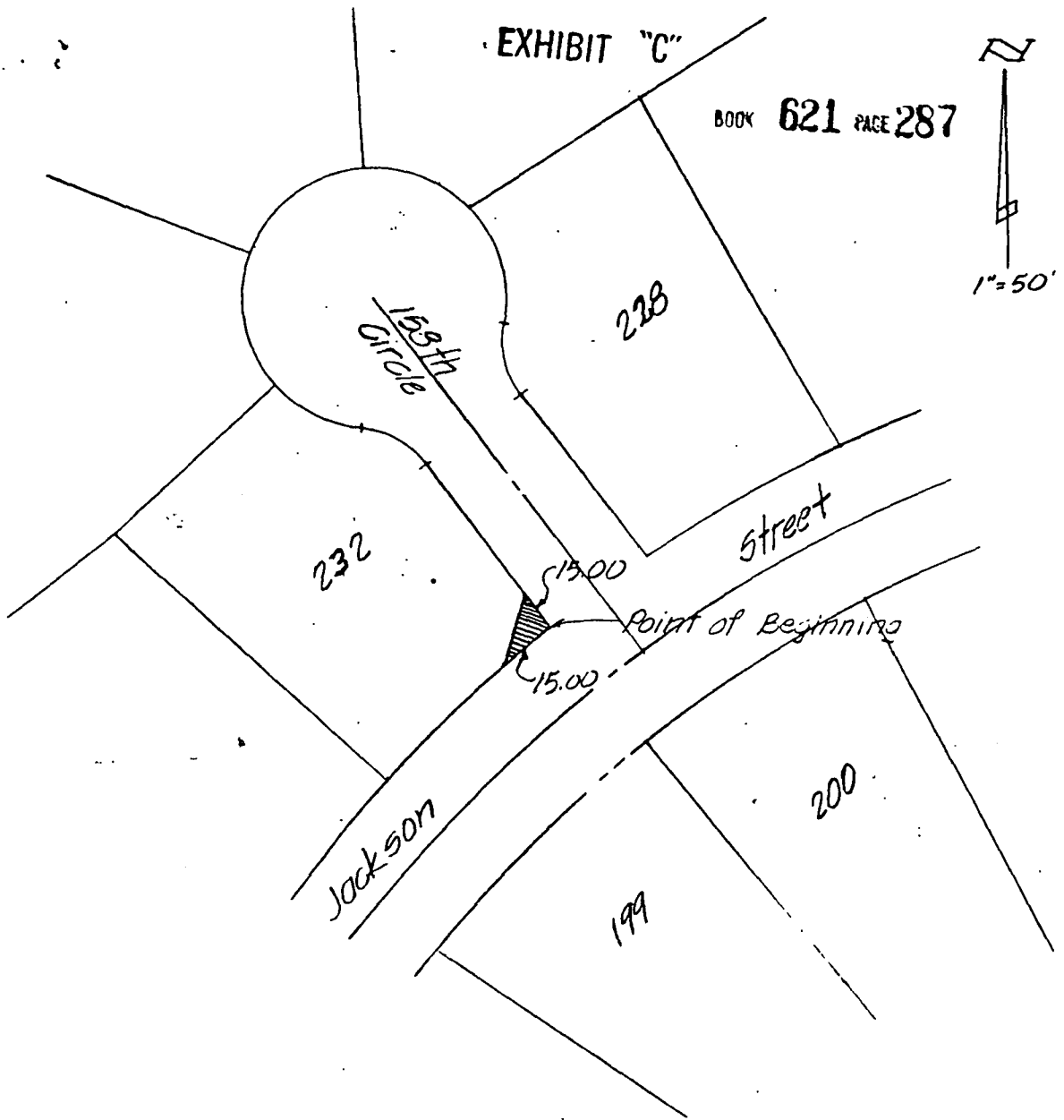
LEGAL DESCRIPTION
PERMANENT SEWER AND DRAINAGE EASEMENT

The following is the legal description of a permanent sewer and drainage easement located in Fountain Hills, Lots 187 thru 260, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

In Lot 204, beginning at the Northerlymost corner; thence Southeasterly along the Southerly right-of-way line of 157th Circle a distance of 9.50 feet to a point of curvature; thence Southerly on a 30.0-foot radius curve to the right an arc distance of 5.50 feet; thence Southwesterly to a point on the Jackson Street right-of-way that is 15.00 feet Southwesterly of the point of beginning; thence Northeasterly on a 495.0-foot radius curve to the left an arc distance of 15.00 feet to the point of beginning.

THE SCHEMMER ASSOCIATES INC.

ARCHITECTS • ENGINEERS • PLANNERS



The following is the legal description of a permanent sewer and drainage easement located in Fountain Hills, Lots 187 thru 260, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

JQB

JQB

In Lot 232, beginning at the Southeasternmost corner; thence Southwesterly along the Northerly right-of-way of Jackson Street on a 495.0-foot radius curve to the left an arc distance of 15.00 feet; thence Northeasterly to a point on the Westerly right-of-way line of 158th Circle; thence South 25°20'37" East along said right-of-way line a distance of 15.00 feet to the point of beginning.

THE SCHEMMER ASSOCIATES INC.

ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED _____ DRAWN T.H.B. CHECKED _____ DATE 4-2-79 SHEET NO. _____
 TSA FORM 26-27

Handwritten initials

RECEIVED
 1979 SEP 27 PH 3:23

C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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