

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 2nd day of March, 1979, between the undersigned \_\_\_\_\_

FOUNTAIN HILLS JOINT VENTURE, a Nebraska joint venture

(herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 297 of DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA in the State of Nebraska, a Municipal corporation (hereinafter collectively called "Grantee" except otherwise noted),

**WITNESSETH:**

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a twenty (20') foot wide perpetual sewer and drainage easement, and a fifty (50') foot wide temporary construction easement over, on, across and under real estate located in the \_\_\_\_\_

South 1/2 of the South 1/2 of the Northeast 1/4

of Section Twenty-Two (22), all in Township Fifteen (T15N) North, Range Eleven (R11E) East of the 6th P.M., in Douglas County, Nebraska, the location of said twenty (20') foot wide perpetual easement and fifty (50') foot wide temporary construction easement being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

2. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipeline, storm sewers and other drainage structures, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary and storm water sewage. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary outfall sewer and other drainage improvements are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain said improvements as public facilities; and PROVIDED further, that said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said facilities or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this easement grant, said Grantee, Sanitary and Improvement District No. 297 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction 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.

4. After completion of the initial installation, Grantee shall restore the easement areas surface as nearly as possible to the condition existing prior to any such work, and Grantee shall repair or restore any damage done by Grantee on any subsequent entry onto the easement area. Grantee agrees to perform any repair or maintenance work necessary for the maintenance and operation of the above-mentioned sanitary outfall sewer pipeline, storm sewers and other drainage structures, and Grantee further agrees to repair any and all damage which may be caused by its use of the above-described easements or damages which may result to Grantor's adjacent property resulting from storm runoff discharged onto the adjacent property.

5. Grantee is solely responsible for constructing, operating and maintaining the above-described improvements, for the purpose of or in connection with which the construction easement is herein granted; and Grantee shall indemnify and hold harmless the Grantor, its successors and assigns from any and all claims for personal injury (including death) or damage to property arising out of or in connection with the constructing, operating or maintaining of the above-described improvements.

6. Grantor herein, for itself; himself/herself, his/her heirs, executors, successors, administrators and assigns does/do 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 said premises; that Grantor has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

7. This Agreement shall be binding on the heirs, devisees, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for himself, his heirs, devisees, executors, administrators and assigns, has/have caused the due execution hereof as of the day and year first above written.

FOUNTAIN HILLS JOINT VENTURE,  
a Nebraska joint venture,

BY: CREATIVE LAND CONSULTANTS, INC.,  
a Nebraska corporation,

BY: Faymone Betzer  
Faymone Betzer, Vice-President



STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF DOUGLAS    )

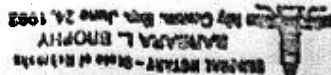
On the day and year first above-written, before me, the undersigned, a Notary Public in and for said County, personally came Faymone Betzer, known to me to be the Vice-President of Creative Land Consultants, Inc., a Nebraska corporation, and acknowledged the execution of the foregoing easement to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and joint venture, and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County, the day and year first above-written.

Barbara L. Beaphy  
Notary Public

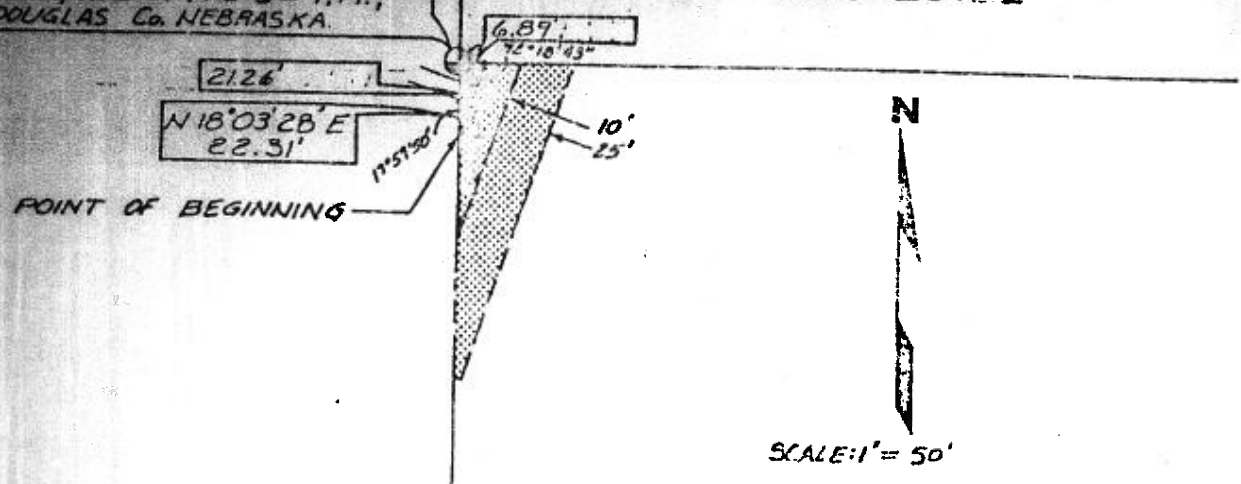
My Commission Expires:

June 24, 1982



N.W. COR. OF THE SOUTH 1/2 OF THE SOUTH 1/4 OF THE N.E. 1/4 SECT. 22 T15N, R11E OF THE 6th P.M., DOUGLAS Co. NEBRASKA.

GREENFIELDS OUT LOT 1



LEGAL DESCRIPTION

A permanent sanitary sewer easement, 20 feet in width, and a temporary construction easement, 50 feet in width, the center line of the permanent and temporary easements in part of the South 1/2 of the Northeast 1/4 of Section 22, T15N, R11E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at a point 21.26 feet South of the Northwest corner of, and on the West line of said South 1/2 of the South 1/2 of the Northeast 1/4; thence N 18° 03' 28" E (bearings based on the East line of the Northeast 1/4 of said Section 22, assumed North-South in direction) for 22.31 feet to a point on the North line of, and 6.89 feet East of the Northwest corner of said South 1/2 of the South 1/2 of the Northeast 1/4.

(Refer to the above sketch for the extent of the easement herein described)

*Up Bound.*

Book \_\_\_\_\_ Page \_\_\_\_\_

Date 2-6-79

Job Number 78-51



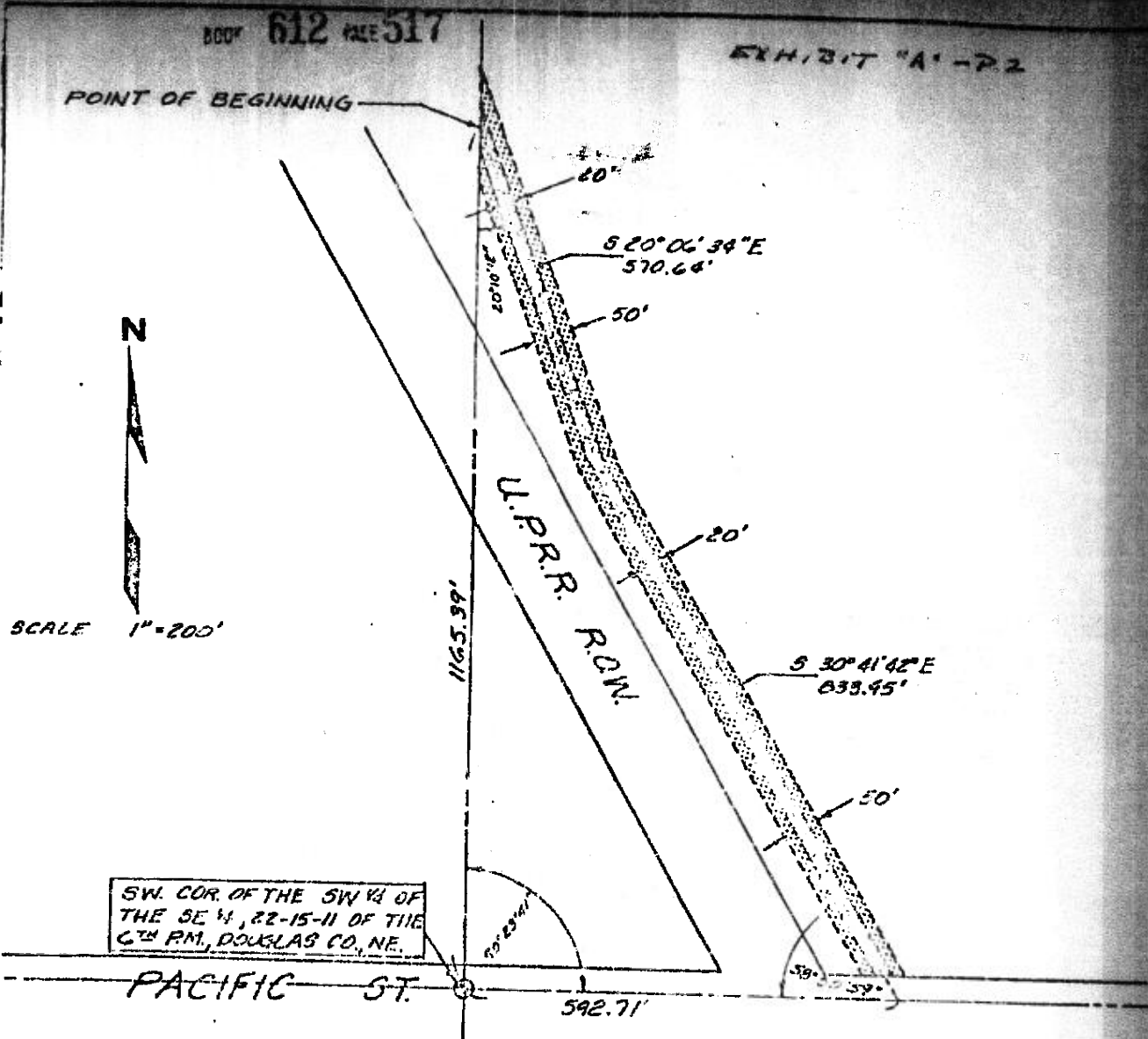
**lamp, rynearson & associates**

architects • engineers • surveyors • planners

4610 DODGE STREET

OMAHA, NEBRASKA 68132

PHONE 402-558-6050



SW. COR. OF THE SW 1/4 OF THE SE 1/4, 22-15-11 OF THE 6TH P.M., DOUGLAS CO., NE.

**LEGAL DESCRIPTION**

A permanent Sanitary Sewer Easement, 20 feet in width, and a temporary construction Easement, 50 feet in width, except adjacent to the railroad right-of-way, there is no permanent or temporary easement on railroad property, the centerline of the permanent and temporary easements in part of the Southwest 1/4 of the Southeast 1/4 of Section 22, T15N, R11E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at a point 1165.39 feet North of the Southwest corner of, and on the West line of said Southwest 1/4 of the Southeast 1/4; thence S 20° 06' 34" E (bearings based on the East line of the Northeast 1/4 of said Section 22 assumed North-South in direction) for 570.64 feet; thence S 30° 41' 42" E for 833.45 feet to a point on the South line of said Southwest 1/4 of the Southeast 1/4 that is 592.71 feet East of the Southwest corner of said Southeast 1/4.

(Refer to the above sketch for the extent of the easement herein described)

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RECEIVED  
1979 APR -3 PM 1:51  
JAMES B. COLLIER  
REGISTERED SURVEYOR  
DOUGLAS COUNTY, NEBR.

Book 612  
Page 517  
J. Mear

13.25  
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