

EASEMENT

WHEREAS, Turtle Creek Joint Venture, a Nebraska Joint Venture, which joint venture is composed of Turtle Creek, Inc., a Nebraska corporation, and Rickurt Company, a Delaware corporation (said joint venture being herein referred to as the "Grantor") desires to grant a perpetual sanitary, sewer and drainage easement over certain property owned by the Grantor to Sanitary and Improvement District No. 295 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 "1" through "3" does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sewer and drainage easement over, on, across, under the property as shown on Exhibits "1" through "3" 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 sanitary sewer and storm sewer pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage and storm water. The Grantee shall have 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 easements of the City of Omaha shall have no force and effect unless and until the property on which said sanitary sewer and/or storm sewer improvements are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said sewer improvements as public facilities.

2. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 295 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha, agrees effective with the annexation of the property on which such 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 of 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 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 easement way, and that the Grantor further hereby covenants to warrant and defend said easement way against the lawful claims of all persons whomsoever.

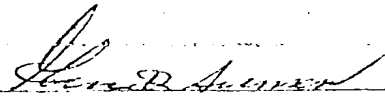
4. This Easement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the date and year first above written.

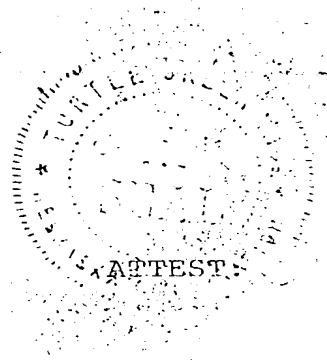
TURTLE CREEK JOINT VENTURE, a
Nebraska Joint Venture

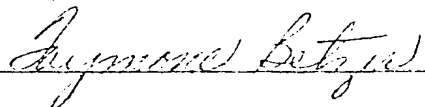
By: TURTLE CREEK, INC., a Nebraska corporation, a joint venturer, signing in behalf of all of the joint venturers pursuant to the power granted to Turtle Creek, Inc., the developer, as contained in Paragraph 8 (b) of the Joint Venture Agreement, dated January 30, 1978, by and between Rickurt Company, a Delaware corporation, and Turtle Creek, Inc., a Nebraska corporation,

By:



President





STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

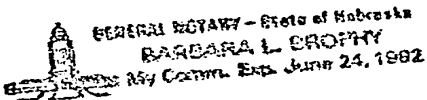
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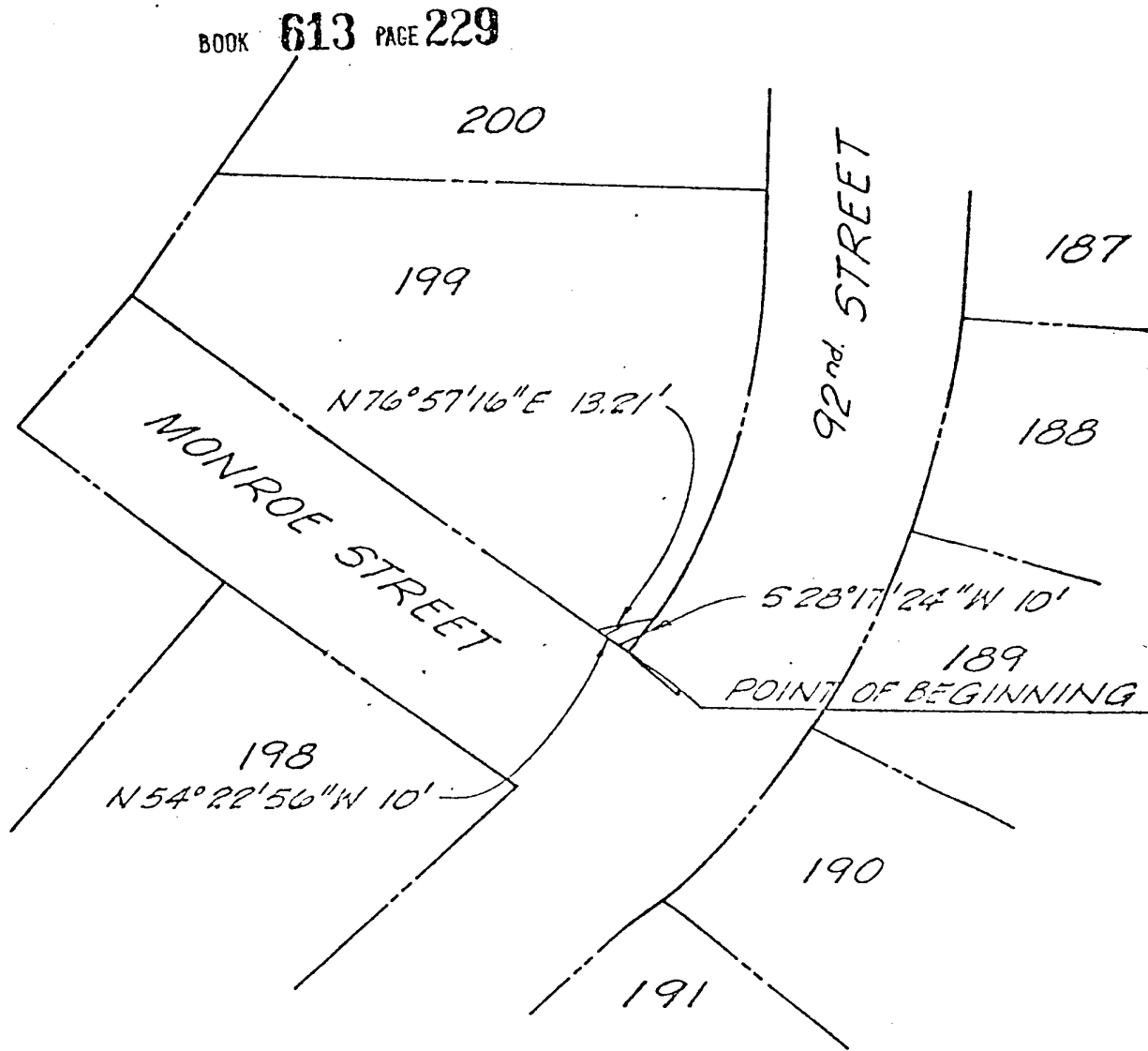
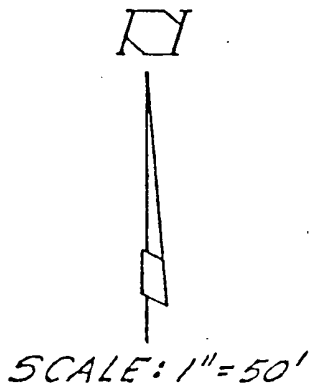
On this 9 day of April, 1979, before me the undersigned a Notary Public in and for said county, personally came Gene D. Svensen, President of Turtle Creek, Inc., personally known to me to be the President and identical person whose name is affixed to the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed as the officer of said corporation, the 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.

Barbara L. Brophy

Notary Public





PERMANENT SEWER AND DRAINAGE EASEMENT

LEGAL DESCRIPTION:

The following is the legal description of a Permanent Sewer and Drainage Easement located in Lot 199 Turtle Creek (Lots 110 thru 233), a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 199; thence North 54°22'56" West, a distance of 10 feet; thence North 76°57'16" East a distance of 13.21 feet; thence South 28°17'24" West, a distance of 10 feet to the Point of Beginning.

(This easement will be recorded on this lot after the plat is filed.)

Exhibit 1

231

232

233

N



SCALE: 1" = 50'

POINT OF COMMENCING

21.36' S 65°23'20"E

12.85' N 45°08'22"E

10' N 44°51'37"W

16.59' S 45°08'22"W

POINT OF BEGINNING

10.68' S 65°23'20"E

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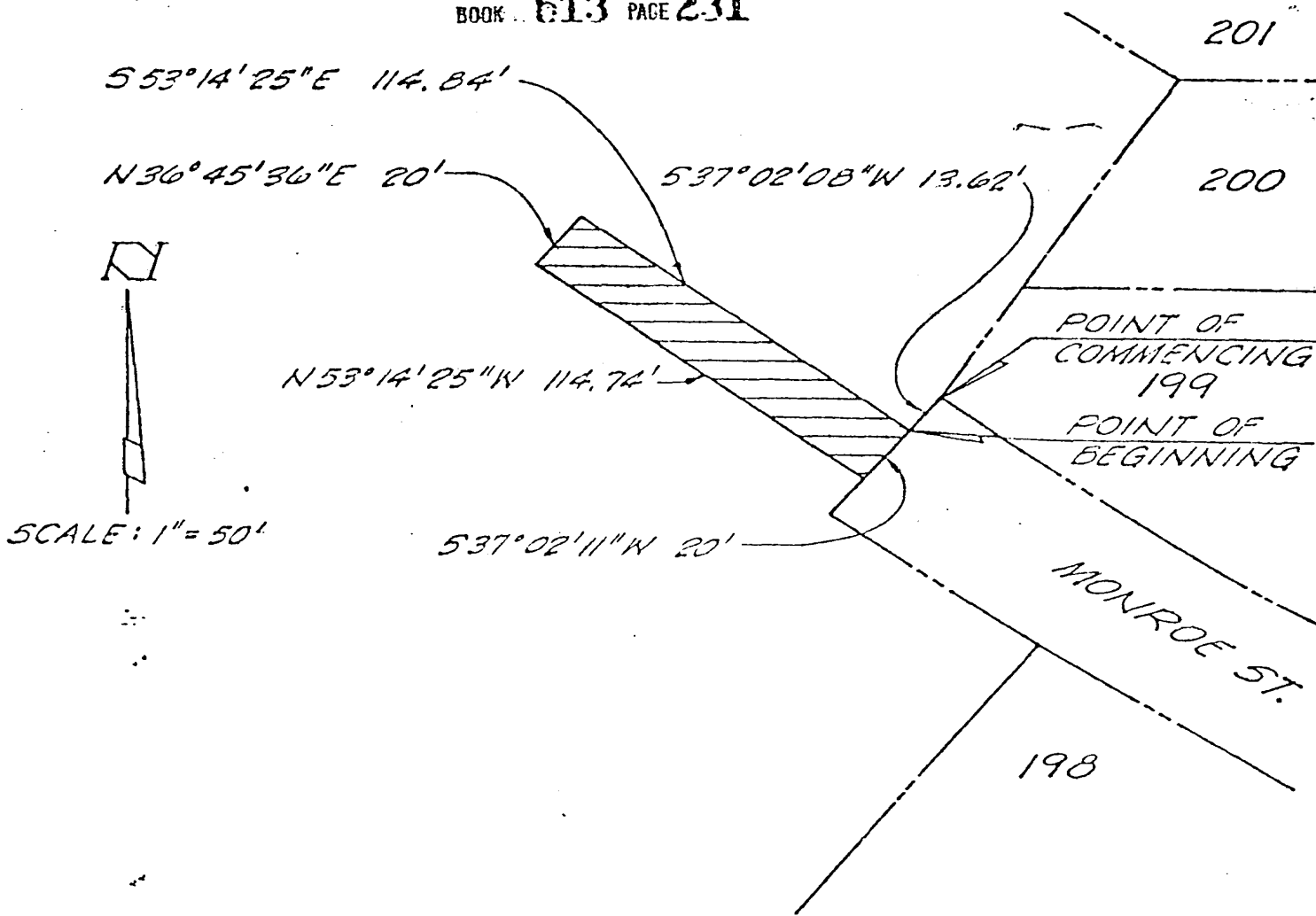
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PERMANENT SEWER AND DRAINAGE EASEMENT

Legal Description: The following is the legal description of a Permanent Sewer and Drainage Easement located in a part of the Southwest quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Southernmost corner of Lot 233, Turtle Creek (Lots 110 thru 233); thence South 65°23'20" East (assumed bearing), a distance of 21.36 feet to the Point of Beginning; thence continuing South 65°23'20" East, a distance of 10.68 feet; thence South 45°08'22" West, a distance of 16.59 feet; thence North 44°51'37" West, a distance of 10 feet; thence North 45°08'22" East, a distance of 12.85 feet to the Point of Beginning.



PERMANENT SEWER AND DRAINAGE EASEMENT

Legal Description: The following is a legal description of a Permanent Sewer and Drainage Easement located in the Southwest quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Westernmost corner of Lot 199 Turtle Creek (Lots 110 thru 233); thence South 37°02'08" West (assumed bearing), a distance of 13.62 feet to the Point of Beginning; thence continuing South 37°02'11" West, a distance of 20 feet; thence North 53°14'25" West, a distance of 114.74 feet; thence North 36°45'36" East, a distance of 20 feet; thence South 53°14'25" East, a distance of 114.84 feet to the Point of Beginning.

Exhibit 3

2 April

RECEIVED 1979 APR 13 PM 3:08

C. HAROLD GOSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEB.

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Comped 10-14-12

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