

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 walkway 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 (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibits "1" through "3" attached hereto and incorporated herein by reference does hereby give and grant unto the Grantee, its successors and assigns, perpetual walkway easements over, on, across, on the property as is described on Exhibits "1" through "3", attached hereto and incorporated herein by reference as all set out herein.

1. The scope and purpose of said walkway easement are for the construction, repair, maintenance, replacement and renewal of sidewalks. 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 walkway easements are located shall be annexed as a part of the 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. 295 of Douglas County, Nebraska, agrees forthwith, and said 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 to the owner or owners of the property in which the same was constructed, any or all damage that may be done by reason of negligent changes, alternations, 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 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

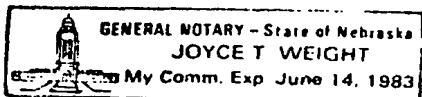
By: *Gene D. Svensen*  
President

STATE OF NEBRASKA            )  
  ) SS  
COUNTY OF DOUGLAS         )

On this 10<sup>th</sup> day of September, 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.

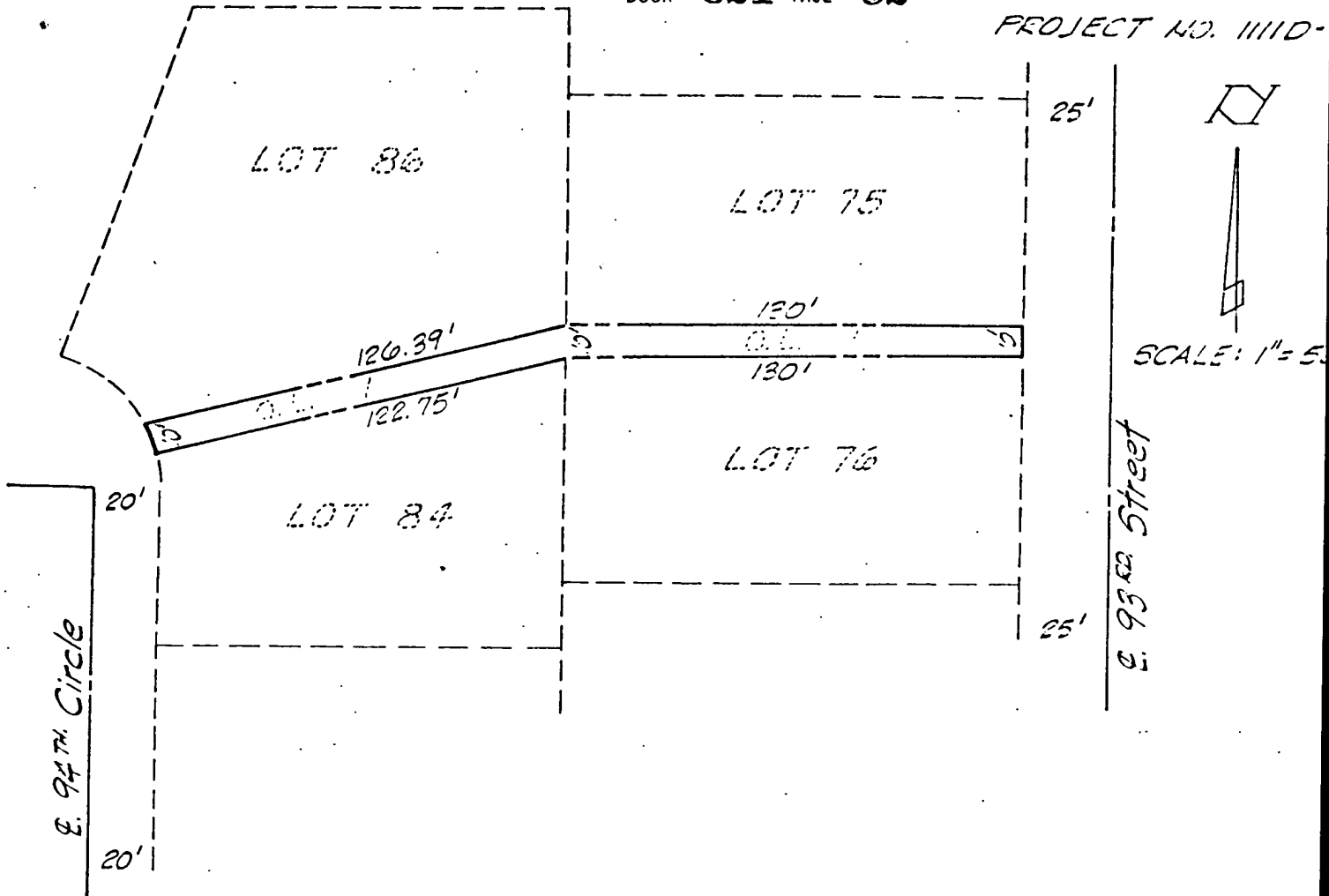
*Joyce T. Weight*  
Notary Public



# POOR INSTRUMENT FILED

BOOK 621 PAGE 82

PROJECT NO. 1111D-



## Legal Description

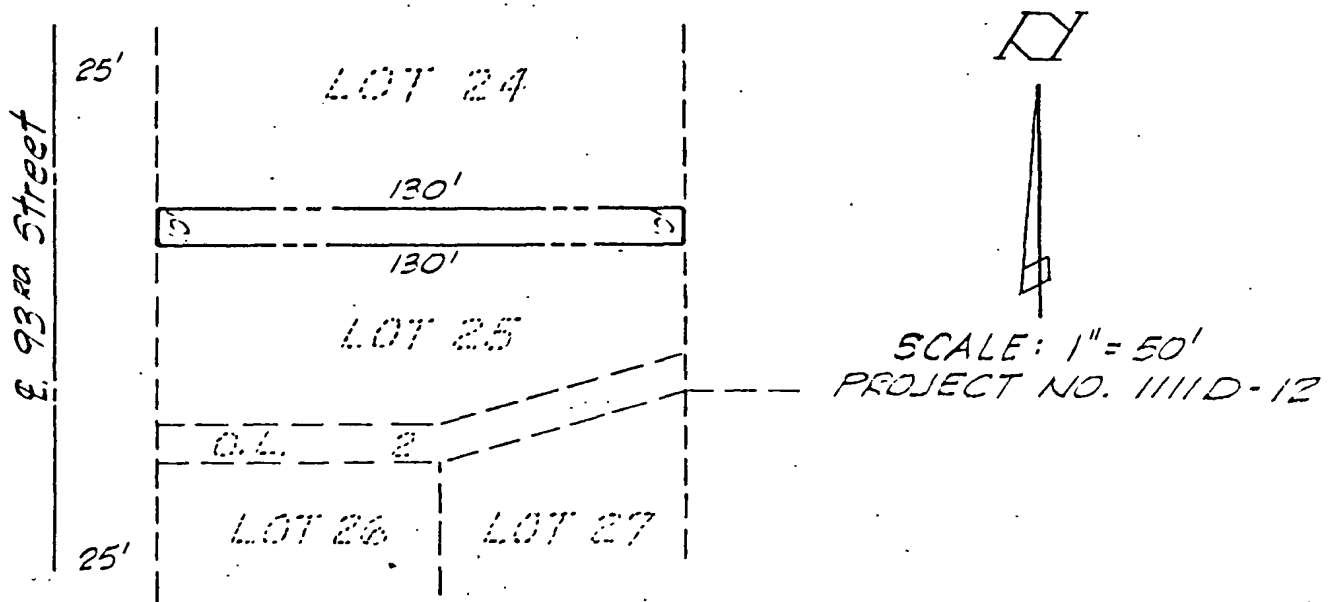
The following is the description of a Permanent Sidewalk Easement, located in Turtle Creek, a platted and recorded subdivision, Douglas County, Nebraska, Being more particularly described as follows:  
All of Outlot 1.

EXHIBIT 1

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS • ENGINEERS • PLANNERS

DESIGNED \_\_\_\_\_ DRAWN J.F.G. CHECKED F.S. DATE 5-31-78 SHEET NO. 1



Legal Description

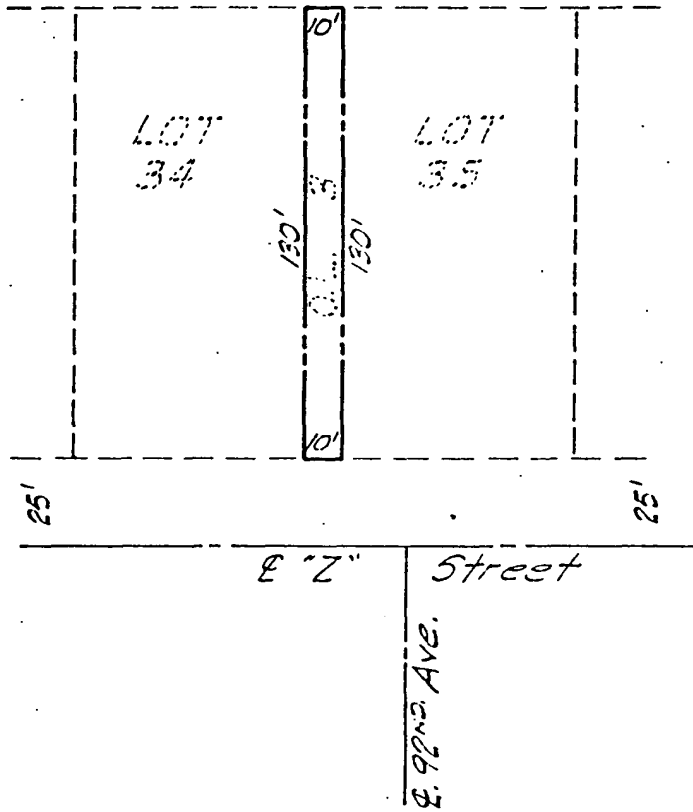
The following is the description of a Permanent Sidewalk Easement, located in Turtle Creek, a platted and recorded subdivision, Douglas County, Nebraska. Being more particularly described as follows:

Northerly 10 feet of lot 25, parallel to common line of lot 24 and 25.

EXHIBIT 2

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS · ENGINEERS · PLANNERS



SCALE: 1" = 50'  
PROJECT NO. 1111 D-12

Legal Description

The following is the description of a Permanent Sidewalk Easement, located in Turtle Creek, a platted and recorded subdivision, Douglas County, Nebraska. Being more particularly described as follows:  
All of Outlot 5.

Book 621  
Page 84  
of Map  
Reel L. 90  
Index [scribble]  
Comped [scribble]

EXHIBIT 3

1979 SEP 21 PM 2:10  
RECEIVED  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

*39 Hrs*

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS • ENGINEERS • PLANNERS

DESIGNED \_\_\_\_\_ DRAWN J.F.G. CHECKED F.S. DATE 5-31-79 SHEET NO. 1

*85-51624*