

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, the 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" 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 11 day of March, 1980.

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

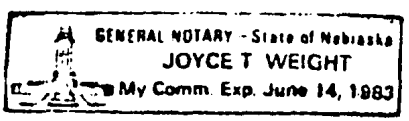
ATTEST:

Nancy S. Drennon

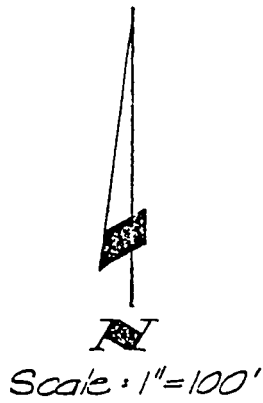
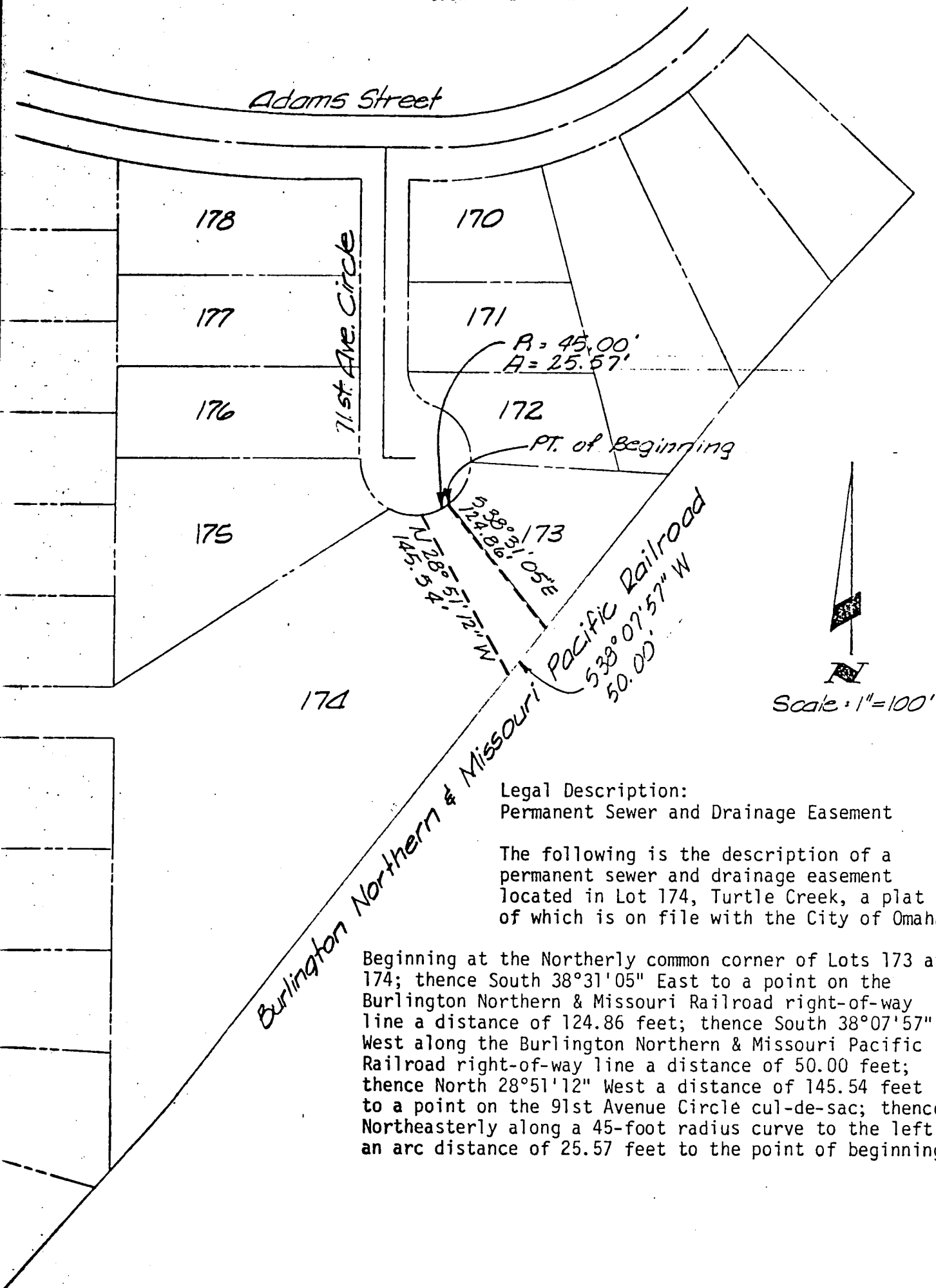
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11 day of March, 1980, 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



Legal Description:
 Permanent Sewer and Drainage Easement

The following is the description of a permanent sewer and drainage easement located in Lot 174, Turtle Creek, a plat of which is on file with the City of Omaha:

Beginning at the Northerly common corner of Lots 173 and 174; thence South 38°31'05" East to a point on the Burlington Northern & Missouri Railroad right-of-way line a distance of 124.86 feet; thence South 38°07'57" West along the Burlington Northern & Missouri Pacific Railroad right-of-way line a distance of 50.00 feet; thence North 28°51'12" West a distance of 145.54 feet to a point on the 91st Avenue Circle cul-de-sac; thence Northeasterly along a 45-foot radius curve to the left an arc distance of 25.57 feet to the point of beginning.

21

N 38° 17' 14" E
15.00'

EXHIBIT "2"

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Burlington Northern &
Missouri Pacific Railroad

S 53° 36' 35" E
243.26'
N 53° 36' 35" W
244.25'

S 36° 23' 27" W
15.00'

N 02° 53' 19" W
23.05'

Pt. of Beginning

TURTLE CREEK PLAZA
1

90 ft Street



Scale: 1"=100'

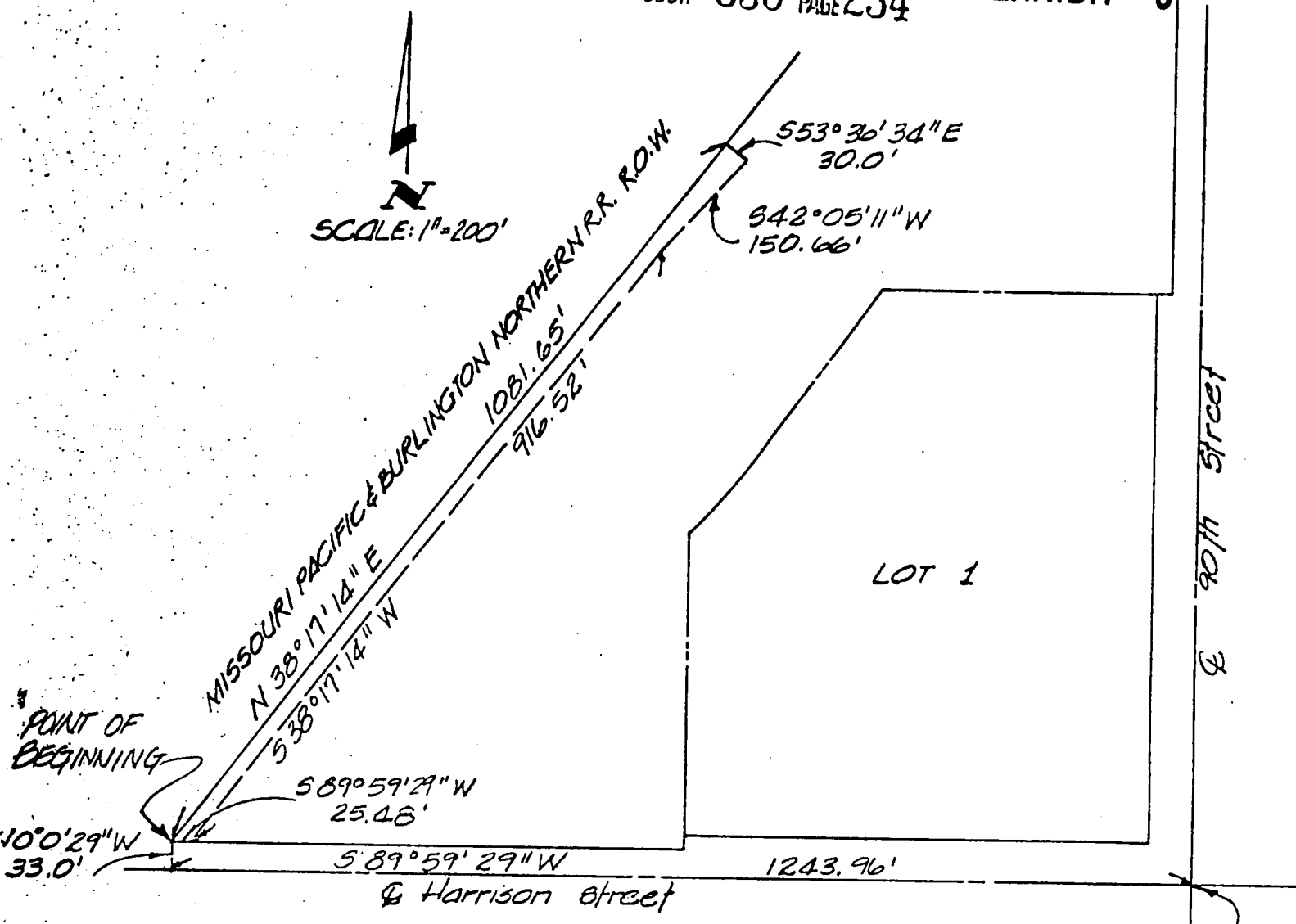
Legal Description: Permanent Sewer and Drainage Easement

The following is the legal description of a permanent sewer and drainage easement located in the Southwest quarter of Section 10-14-12 being more particularly described as follows:

Commencing at the Northwesterlymost corner of Lot 1, Turtle Creek Plaza, a plat of which is on file with the City of Omaha; thence North 02°53'19" West a distance of 23.05 feet to the point of beginning; thence North 53°36'35" West to a point on the Burlington Northern & Missouri Pacific Railroad right-of-way line a distance of 244.25 feet; thence North 38°17'14" East along the Burlington Northern & Missouri Pacific Railroad right-of-way line a distance of 15.00 feet; thence South 53°36'35" East a distance of 243.26 feet; thence South 36°23'27" West a distance of 15.00 feet to point of beginning.

THE SCHEMMER ASSOCIATES INC.

ARCHITECTS · ENGINEERS · PLANNERS



Legal Description - Permanent Sanitary Sewer Easement

SE. Cor. S.W. 1/4
Sec 10 T14N R12E

The following is the legal description of a permanent sanitary sewer 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 Southeast corner of said Southwest Quarter, which is the intersection of the center lines of 90th Street and Harrison Street; thence South 89°59'24" West (Assumed Bearing) along the center line of Harrison Street, a distance of 1243.96 feet; thence North 00°00'29" West, a distance of 33.00 feet to the point of beginning; thence North 38°17'14" East along the Southerly right-of-way line of the Missouri Pacific and Burlington Northern Railroad Right-of-way, a distance of 1,081.52 feet; thence South 53°36'34" East, a distance of 30 feet; thence South 42°05'11" West, a distance of 150.66 feet; thence South 38°17'14" West, a distance of 916.52 feet to a point on the Northerly Right-of-way line of Harrison Street; thence South 89°51'29" West along said Right-of-way line, a distance of 25.48 feet to the point of beginning.

THE SCHEMMER ASSOCIATES INC.

ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED FMS DRAWN KAK CHECKED _____ DATE _____ SHEET NO. _____

RECEIVED
1960 MAR 14 PM 2:49

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

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of Three
Fee 15.75
Index ✓
Comped ✓
R. 10-14-10
86-31
86-31
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Handwritten note: present by