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MISC 1990 08816

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GOLF EASEMENT

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MAY 18 2 05 PM '90

GEORGE J. PUGLITZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

8816
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Grantor reserves an easement as hereafter described, in the entire airspace above, and upon the entire real property and improvements described in Exhibit A attached hereto, to permit the doing of every act necessary and proper to the playing of golf on the golf course (which is the dominant tenement and which is referred to hereafter as the "Golf Course Property") adjacent to the land which is the subject of these restrictions (which is the subservient tenement and which is referred to hereafter as "the Subject Property").

The acts permitted by this easement shall include, without limitation, the flight of golf balls through the air, over the Subject Property and the entry of golf balls upon and/or across the Subject Property, and any improvements constructed, or to be constructed upon the Subject Property, as an incident to the reasonable use of the Golf Course Property; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; and the noise level associated with the maintenance, repair and mowing of a golf course, as well as all of the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf course.

Hold Harmless: Grantee, by acceptance of the property subject to this easement, and each successor and assign of grantee, assumes the risks which are associated with the game of golf and the flight of golf balls over and upon their property, including, without limitation, the possibility of damage to their property, real or personal, and injury to themselves, their family, friends, invited guests, visitors or any other person on their property, and agrees to hold grantor, the golf course owner and the golf course operator, and their successors, assigns, agents, affiliates, subsidiaries, officers, directors and attorneys harmless from any and all rights, claims, losses, costs and causes of action of every kind and nature whatsoever now possessed or hereafter arising in whole or in part from the existence, operation and reasonable use of the golf course. This hold harmless agreement shall not extend to the individual placing the golf ball in flight if such flight is the proximate cause of personal injury or property damage.

Grantee, for itself and its successors and assigns, acknowledges that a golf course currently exists on the Golf Course Property adjacent to the Subject Property, that golf holes currently exist on such course and that as the holes are presently or hereafter designed and played, it is foreseeable and probable that golf balls will be hit onto the Subject Property.

In some cases, the golf balls will have sufficient force and velocity to do serious harm to a person or to a building or to items of personal property. Grantee, for itself and its successors and assigns, assumes such risk, and waives any right such person may have against grantor, the golf course owner or the golf course operator, to the fullest extent permissible by law, for any injury resulting from the design of said golf course, or the location of the Subject Property in relation to the golf course, and agrees to hold grantor, the golf course owner and the golf course operator harmless in the event any person, while on the Subject Property, receives an injury or has property damaged and thereafter seeks recovery against grantor, the golf course owner or the golf course operator for compensation for such injury or damage, whether directly or indirectly, or as the result of a third party claim or cross-claim. Grantee, and its successors and assigns, waives any claim or right it may have to claim that the normal and customary operation of the golf course constitutes a nuisance or that any aspect of the golf course operation should be limited to any specific hours of the day.

The obligations of grantee shall run with the Subject Property, for the benefit of the Golf Course Property, and shall be binding on all successive owners or transferees of the Subject Property. Should the Subject Property be subdivided, grantee further agrees to impose the following conditions, covenants and restrictions upon all purchasers of lots contiguous and adjacent to the Golf Course Property, and the provisions of this golf easement shall apply to any such purchasers, and their successors and assigns. Should the Subject Property be utilized as rental or lease property, grantee further agrees to impose the following conditions, covenants and restrictions upon all renters, lessees and tenants of the Subject Property contiguous and adjacent to the Golf Course Property, and to require that any such renters, lessees and tenants, and their successors and assigns shall be subject to the provisions of this easement.

In the event it is necessary to release this easement in order to dedicate any portion of the Subject Property as public right-of-way, then this easement shall expire as to any land described in Exhibit A attached hereto upon dedication of any such area as public right-of-way, which expiration shall be effective without further action of any beneficiary of this easement.

PRECISION BEARING CO.


By: 
Dennis P. Circo, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15 day of May, 1990, before me the undersigned, a notary public in and for said county, personally came Dennis P. Circo, President of Precision Bearing Co., a Nebraska corporation, personally known to me to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

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




Notary Public

- ✓ Lot 1, and Lots 3 through 10, Skyline Woods 2nd Addition Replat 5, as surveyed, platted and recorded in Douglas County, Nebraska
and OC-35967
 - ✓ Lots 10, 13, 14, 18, 22, 23, 24, 25, 26, 28, 30 and 31, Skyline Woods 2nd Addition Replat, as surveyed, platted and recorded in Douglas County, Nebraska
and OC-35967
 - ✓ Lot 1, Skyline Woods 2nd Addition Replat 3, as surveyed, platted and recorded in Douglas County, Nebraska
and OC-35964
 - ✓ Lots 1, 2 and 14, Skyline Woods 2nd Addition Replat II, as surveyed, platted and recorded in Douglas County, Nebraska
and OC-35962
 - ✓ Outlot 1 and Lots 1, 6, 8 and 12, Skyline Woods Replat III, as surveyed, platted and recorded in Douglas County, Nebraska
and OC-36013
 - ✓ Lot 10, Skyline Woods Replat II, as surveyed, platted and recorded in Douglas County, Nebraska
and OC-36012
- Parcels "D" and "E" described on pages 2 through 4 of this Exhibit A.

PARCEL "D"

25-15-10
J. 5000

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 25-15-10, THENCE NORTH 89°41'22" WEST A DISTANCE OF 970.00 FEET; THENCE NORTH 00°18'38" EAST A DISTANCE OF 90.0 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.0 FEET AN ARC LENGTH OF 117.81 FEET, AND A LONG CHORD BEARING OF NORTH 44°41'22" WEST FOR 106.06 FEET TO POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.0 FEET, AN ARC LENGTH OF 166.85 FEET AND A LONG CHORD BEARING OF NORTH 51°27'00" WEST FOR 154.74 FEET; THENCE SOUTH 76°47'20" WEST A DISTANCE OF 120.00 FEET; THENCE NORTH 14°36'48" WEST A DISTANCE OF 80.0 FEET; THENCE NORTH 01°54'18" EAST A DISTANCE OF 325.01 FEET; THENCE NORTH 24°11'40" EAST 65.24 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 70.51 FEET, AN ARC LENGTH OF 45.14 FEET, AND A LONG CHORD BEARING NORTH 05°51'24" EAST FOR 44.37 FEET, THENCE NORTH 12°28'53" WEST 121.50 FEET, THENCE SOUTH 77°31'07" WEST 23.00 FEET, THENCE NORTH 59°26'31" WEST 132.73 FEET, THENCE NORTH 08°26'22" WEST 60.00 FEET, THENCE NORTH 81°33'39" EAST 182.54 FEET, THENCE NORTH 25°29'31" EAST 34.94 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 55.56 FEET, AN ARC LENGTH OF 32.90 FEET, AND A LONG CHORD BEARING NORTH 08°31'35" EAST FOR 32.42 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, AND A LONG CHORD BEARING NORTH 53°26'22" WEST FOR 35.36 FEET, THENCE SOUTH 81°33'39" WEST 180.00 FEET, THENCE SOUTH 08°26'21" EAST 40.00 FEET, THENCE SOUTH 81°33'39" WEST 115.00 FEET, THENCE SOUTH 20°44'07" WEST A DISTANCE OF 30.84 FEET; THENCE NORTH 41°17'15" EAST A DISTANCE OF 108.31 FEET, THENCE NORTH 33°16'52" WEST A DISTANCE OF 74.94 FEET; THENCE NORTH 81°33'39" EAST A DISTANCE OF 86.01 FEET; THENCE SOUTH 49°50'56" EAST 80.00 FEET, THENCE NORTH 81°33'39" EAST 225.00 FEET, THENCE SOUTH 08°26'21" EAST 45.00 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.56 FEET, AN ARC LENGTH OF 44.75 FEET, AND A LONG CHORD BEARING SOUTH 08°31'35" WEST FOR 44.10 FEET, THENCE SOUTH 25°29'31" WEST 21.48 FEET; THENCE NORTH 81°33'39" EAST 134.05 FEET, THENCE SOUTH 08°26'21" EAST 120.00 FEET, THENCE SOUTH 79°14'24" WEST 175.68 FEET, THENCE SOUTH 12°28'53" EAST 133.50 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 110.51 FEET, AN ARC LENGTH OF 70.74 FEET, AND A LONG CHORD BEARING SOUTH 05°51'24" WEST FOR 69.54 FEET; THENCE SOUTH 24°11'40" WEST A DISTANCE OF 48.96 FEET; THENCE SOUTH 88°05'42" EAST A DISTANCE OF 542.34 FEET; THENCE NORTH 64°08'12" EAST A DISTANCE OF 368.17 FEET; THENCE SOUTH 44°41'22" EAST A DISTANCE OF 179.20 FEET; THENCE SOUTH 00°18'38" WEST A DISTANCE OF 84.56 FEET; THENCE SOUTH 22°48'33" WEST A DISTANCE OF 130.11 FEET; THENCE SOUTH 53°30'07" WEST A DISTANCE OF 150.04 FEET; THENCE NORTH 89°41'22" WEST A DISTANCE OF 698.05 FEET; THENCE SOUTH 00°18'38" WEST A

DISTANCE OF 70.0 FEET TO POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.0 FEET; AN ARC LENGTH OF 117.81 FEET AND A LONG CHORD BEARING OF SOUTH $44^{\circ}41'22''$ EAST FOR 106.06 FEET TO POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.0 FEET, AN ARC LENGTH OF 196.35 FEET AND A LONG CHORD BEARING OF SOUTH $44^{\circ}41'22''$ EAST FOR 176.78 FEET TO THE NORTH RIGHT OF WAY OF HIGHWAY #92; THENCE NORTH $85^{\circ}41'22''$ WEST A DISTANCE OF 50.0 FEET TO POINT OF BEGINNING.

CARRELL & ASSOCIATES, INC.
11128 O STREET
OMAHA, NEBRASKA 68137
402-331-2333

PARD

LEGAL DESCRIPTION
4027ACSKYLINE WOODS, DOUGLAS COUNTY, NEBRASKA
PARCEL "E"

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, AND IN THE EAST HALF OF SECTION 26, ALL IN TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25, THENCE SOUTH $01^{\circ}20'31''$ EAST (ASSUMED BEARING, THE NORTH LINE OF THE SOUTHWEST $1/4$ OF SECTION 25 IS ASSUMED TO BEAR SOUTH $89^{\circ}52'39''$ EAST) 47.85 FEET, THENCE SOUTH $11^{\circ}17'51''$ EAST 338.32 FEET, THENCE SOUTH $29^{\circ}06'59''$ EAST 81.49 FEET, THENCE SOUTH $54^{\circ}49'18''$ WEST 140.00 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 133.59 FEET, AND A LONG CHORD BEARING SOUTH $42^{\circ}44'04''$ EAST FOR 132.49 FEET, THENCE NORTH $29^{\circ}50'56''$ EAST 175.00 FEET, THENCE SOUTH $42^{\circ}14'06''$ EAST A DISTANCE OF 621.39 FEET, THENCE SOUTH $35^{\circ}16'02''$ EAST 180.00 FEET, THENCE NORTH $54^{\circ}43'58''$ EAST 117.14 FEET, THENCE SOUTH $43^{\circ}12'43''$ EAST 171.69 FEET, THENCE SOUTH $46^{\circ}47'17''$ WEST 80.00 FEET, THENCE NORTH $43^{\circ}12'43''$ WEST 132.37 FEET, THENCE SOUTH $54^{\circ}43'58''$ WEST 153.78 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 162.33 FEET, AND A LONG CHORD BEARING SOUTH $25^{\circ}30'50''$ WEST FOR 151.16 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 116.62 FEET, AND A LONG CHORD BEARING SOUTH $18^{\circ}10'21''$ WEST 105.22 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, AN ARC LENGTH OF 64.21 FEET, AND A LONG CHORD BEARING SOUTH $04^{\circ}43'55''$ EAST FOR 62.69 FEET, THENCE NORTH $85^{\circ}09'22''$ WEST 52.97 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 37.70 FEET, AND A LONG CHORD BEARING NORTH $04^{\circ}29'13''$ EAST FOR 35.90 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 139.15 FEET, AND A LONG CHORD BEARING NORTH $05^{\circ}31'08''$ EAST FOR 132.07 FEET, THENCE NORTH $35^{\circ}16'02''$ WEST 98.73 FEET, THENCE SOUTH $54^{\circ}43'58''$ WEST 60.00 FEET, THENCE NORTH $35^{\circ}16'02''$ WEST 529.95 FEET, THENCE NORTH $56^{\circ}13'58''$ WEST 108.62 FEET, THENCE NORTH $29^{\circ}50'56''$ EAST 120.00 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.0 FEET, AN ARC LENGTH OF 155.31 FEET, AND A LONG CHORD BEARING NORTH $43^{\circ}25'32''$ WEST FOR 154.04 FEET, THENCE SOUTH $54^{\circ}49'18''$ WEST 154.02 FEET, THENCE NORTH $02^{\circ}36'25''$ WEST 198.05 FEET, THENCE NORTH $04^{\circ}21'45''$ EAST 451.86 FEET, THENCE NORTH $78^{\circ}35'20''$ EAST 69.98 FEET, THENCE SOUTH $80^{\circ}37'05''$ EAST 81.26 FEET TO THE POINT OF BEGINNING.

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