

WHEREAS, Hunters Glen Joint Venture, a Nebraska partnership composed of Hunters Glen, Inc., a Nebraska corporation and Hunter CVF, Inc., a Nebraska corporation (said Joint Venture being herein referred to as the "Grantor") desires to grant a permanent storm sewer easement over certain property owned by the Grantor to Sanitary and Improvement District No. 330 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 and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibits "A" and "B" does herewith give and grant unto the Grantee, its successors and assigns, a permanent storm sewer easement over, on, across, under the property as shown on Exhibits "A" and "B" 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 storm sewers including all necessary manholes and other related appurtenances, and the transmission through said sewers of 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 easement of the City of Omaha shall have no force and effect unless and until the property on which said storm sewers are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said storm sewers as public facilities.

2. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 330 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha, agrees effective with the annexation of the property on which such storm sewer improvements are constructed, to make good or cause to be made good to the owner 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.

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

HUNTERS GLEN JOINT VENTURE, A  
Nebraska Partnership, Grantor

BY: HUNTERS GLEN, INC., A  
Nebraska Corporation

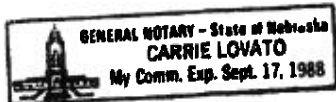
By: *Glenn L. Buck*  
President

BY: HUNTER CVF, INC., A Nebraska  
Corporation

By: *C. E. Westphal*  
President

STATE OF NEBRASKA )  
                              ) ss.  
COUNTY OF DOUGLAS )

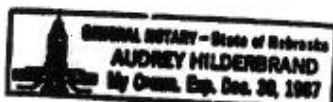
The foregoing instrument was acknowledged before me this  
12 day of JUNE, 1985 by Glenn L. Buck, President of  
Hunters Glen, Inc., a Nebraska corporation.



*Carrie Lovato*  
Notary Public

STATE OF NEBRASKA )  
                              ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this  
12th day of June, 1985 by C. E. Westphal, President of  
Hunter CVF, Inc., a Nebraska corporation.



*Audrey Hilderbrand*  
Notary Public

**LEGAL DESCRIPTION**

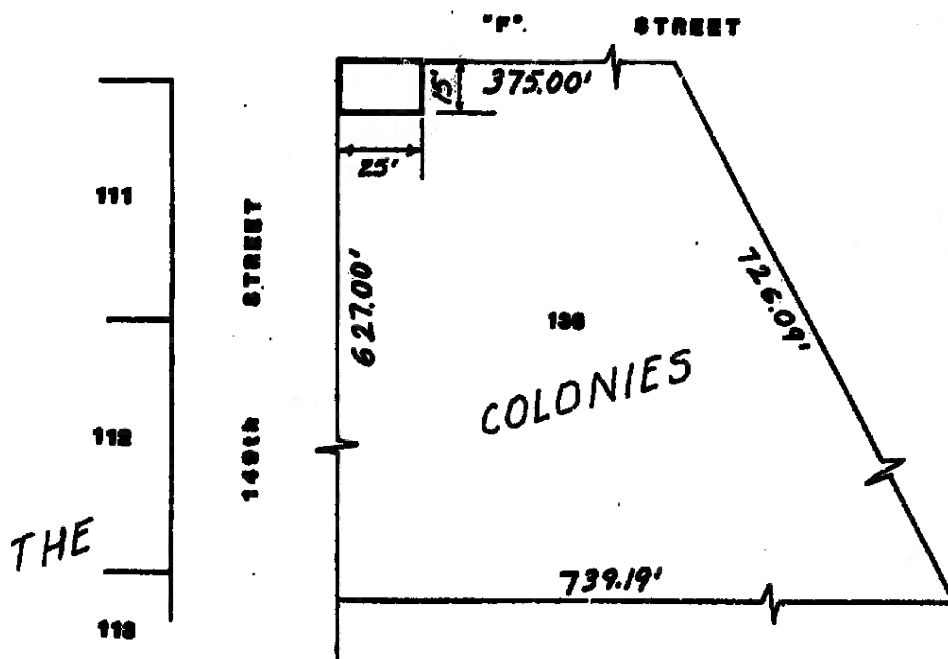
BOOK 750 PAGE 567

**Of a Permanent Easement for Construction  
and Maintenance of Storm Sewers:**

The North 15 feet of the West 25 feet of Lot 136, THE COLONIES, a subdivision  
as surveyed, platted, and recorded in Douglas County, Nebraska.



SCALE: 1"=50'



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

Date 4-24-88

Job Number 840883-02



**lamp, rynearson & associates, inc.**

architects engineers surveyors planners

14747 california street

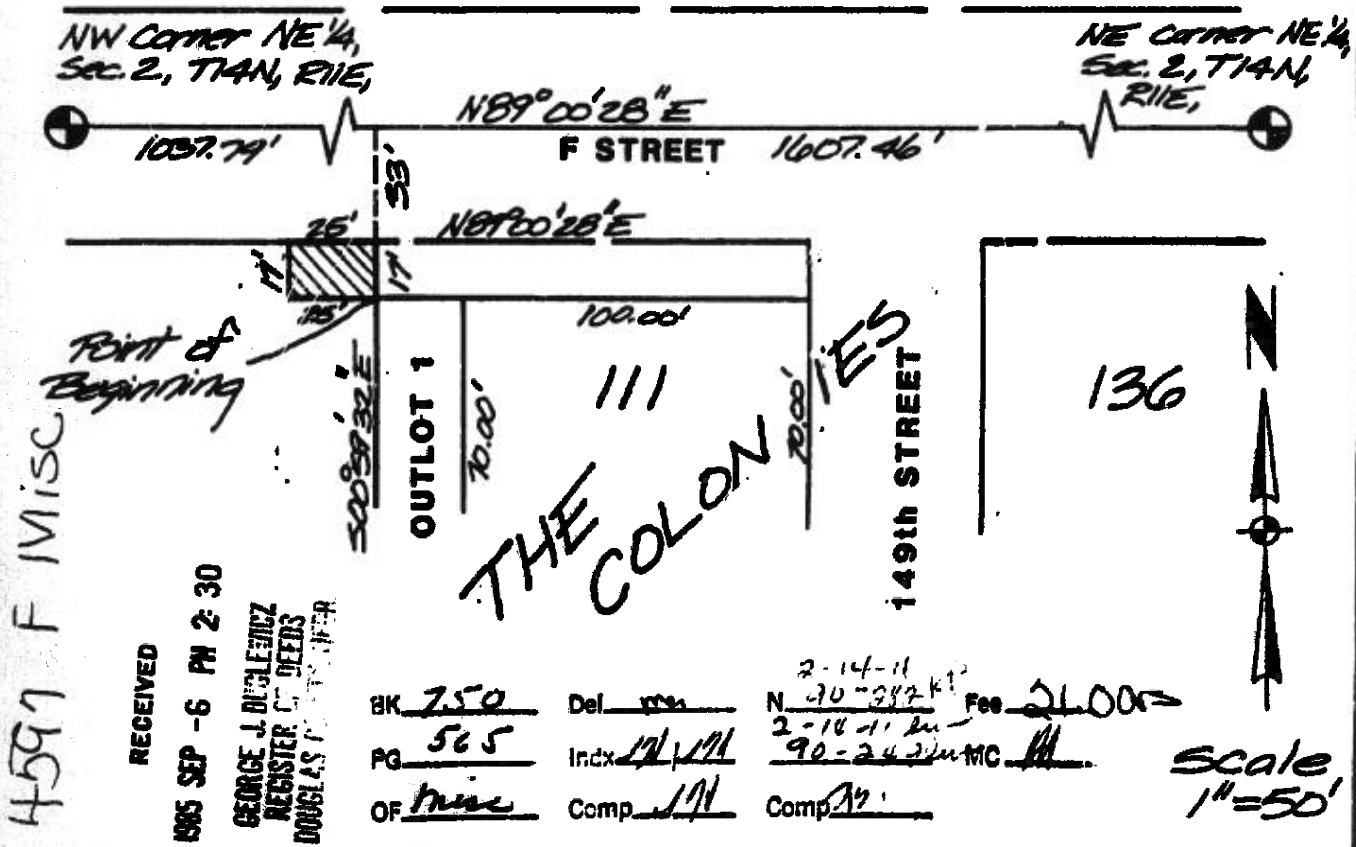
omaha, nebraska 68154

402-498-2498

**LEGAL DESCRIPTION:**

A permanent easement for the construction and maintenance of storm sewers over that part of the Northeast  $\frac{1}{4}$  of Section 2, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of said Northeast  $\frac{1}{4}$  of Section 2; thence North  $89^{\circ}00'28''$  East (bearings referenced to the Final Plat of THE COLONIES, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska) for 1037.79 feet along the North line of said Northeast  $\frac{1}{4}$  of Section 2; thence South  $00^{\circ}59'32''$  East for 50.00 feet to the TRUE POINT OF BEGINNING and the Northwest corner of Outlot 1 in said THE COLONIES; thence South  $89^{\circ}00'28''$  West for 25 feet parallel with and 50.00 feet Southerly from the Said North line of the Northeast  $\frac{1}{4}$ ; thence North  $00^{\circ}59'32''$  West for 17.00 feet to the South Right-of-way line of "F" Street; thence North  $89^{\circ}00'28''$  East for 25.00 feet parallel with and 33.00 feet Southerly from the said North line of the Northeast  $\frac{1}{4}$ ; thence South  $00^{\circ}59'32''$  East for 17.00 feet to the POINT OF BEGINNING.  
Contains 425 square feet.



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