

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 sanitary 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 Exhibit "A" does herewith give and grant unto the Grantee, its successors and assigns, a permanent sanitary sewer easement over, on, across, under the property as shown on Exhibit "A" 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 pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. 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 sanitary sewer improvements are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said sanitary sewer improvements 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 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.

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

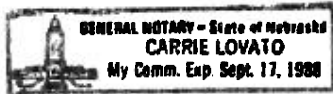
By: [Signature]
President

BY: HUNTER CVF, INC., A Nebraska
Corporation

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

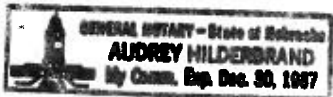
The foregoing instrument was acknowledged before me this
12 day of June, 1985 by Glenn L. Buck, President of
Hunters Glen, Inc., a Nebraska corporation.



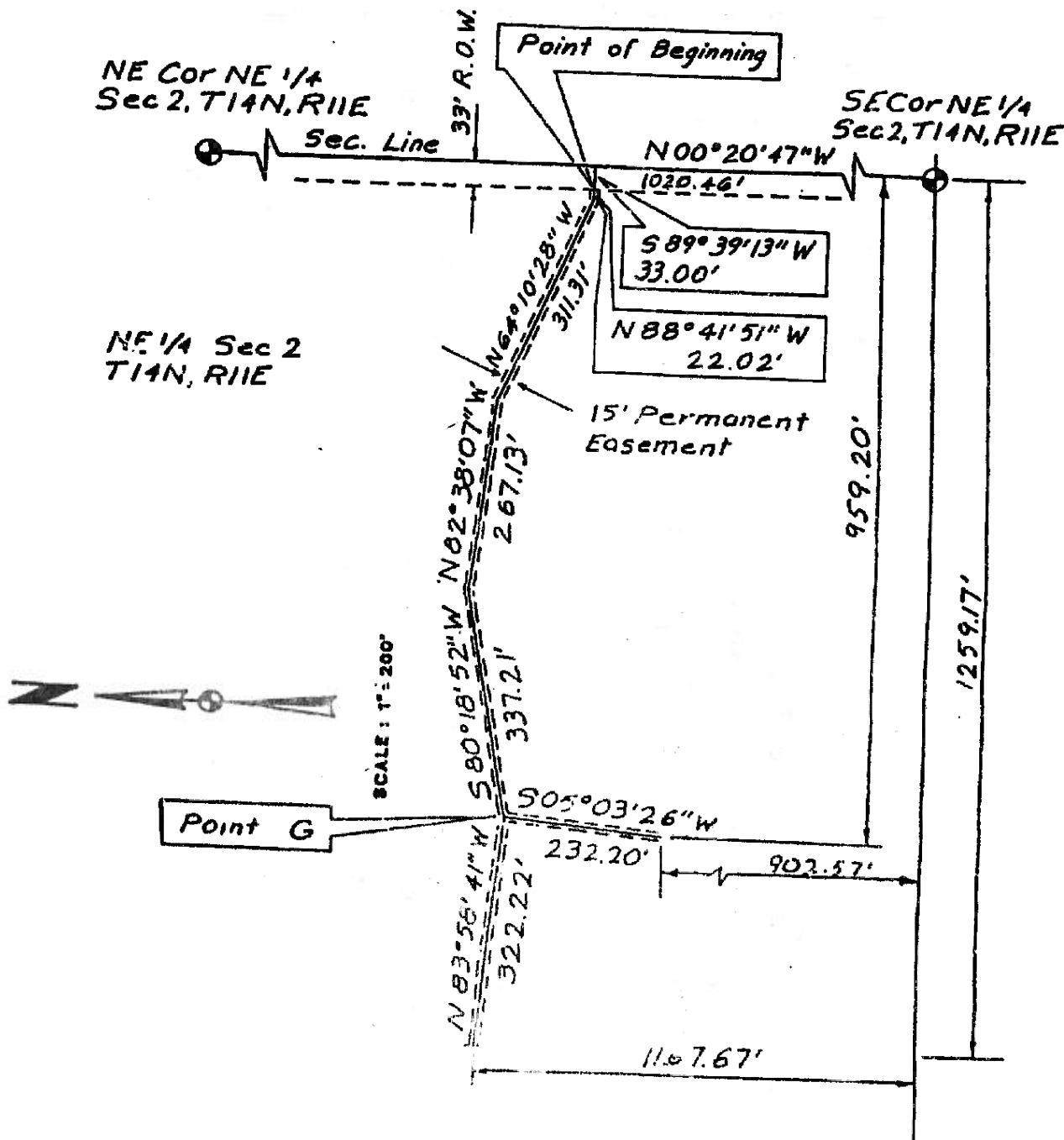
[Signature]
Notary Public

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.



[Signature]
Notary Public



Permanent Sanitary Sewer Easement
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Book _____ Page _____ Date 8-3-88 Job Number 840889-02



lamp, rynearson & associates, inc.
architects engineers surveyors planners

14747 California Street Omaha, Nebraska 68154 402-488-2488

LEGAL DESCRIPTION

Permanent Sanitary Sewer Easement

A permanent easement for construction and maintenance of a sanitary sewer in the Northeast Quarter of Section 2, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of the said Northeast 1/4 of said Section 2; thence North 00°20'47" West (assumed bearing) for 1020.46 feet along the East line of the said Northeast 1/4 of Section 2; thence South 89°39'13" West for 33.00 feet to a point in the West Right-of-way line of 144th Street and the TRUE POINT OF BEGINNING; said easement being a strip of land 15 feet wide and centered on the following courses; thence North 88°41'51" West for 22.02 feet; thence North 64°10'28" West for 311.31 feet; thence North 82°38'07" West for 267.13 feet; thence South 80°18'52" West for 337.21 feet to a point hereafter referred to as point "G"; thence North 83°58'41" West for 322.22 feet to a point 1167.67 feet North of and 1259.17 feet West of the Southeast corner of the NE 1/4 of said Section 2 AND ALSO beginning at said point "G"; thence South 05°03'26" West for 232.20 feet to a point 902.57 feet North of and 959.20 feet West of the Southeast corner of the NE 1/4 of said Section 2.

LAMP, RYNEARSON & ASSOCIATES, INC.
June 3, 1985
Page 2 of 2

BK 750 Del. 1 N 2-14-11 Fee 20.50
PG 578 Indx. 14-11-2 MC 14
OF misc Comp. 17 Comp. 17

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1985 SEP -6 PM 2:30
GEORGE J. BUCKENICK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

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