



MISC 2007017277



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AFTER RECORDING RETURN TO:

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2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/13/2007 11:05:45.49



2007017277

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT ("Agreement") is made and entered into this 27 day of January, 2007 by and between **TIMOTHY E. ZIKAS**, an individual ("Grantor"), and **PLAYERS CLUB GOLF, LLC**, a Nebraska limited liability company ("Grantee").

PRELIMINARY STATEMENTS

A. Grantor is the owner of certain real estate legally described as follows:

Lot No. 51, Deer Creek Highlands, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

B. Grantee is the owner of certain real estate legally described as follows (the "Grantee Parcel"):

Lot 140, Deer Creek Highlands, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

C. By this Agreement, Grantor desires to grant and convey to Grantee a perpetual easement over, under, on and across the Easement Area, which is described and drawn on Exhibit "A," attached hereto and incorporated herein (the "Easement Area").

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a perpetual easement over, under, on and across the Easement Area. The scope and purpose of said easement is for the installation, maintenance, removal, and replacement by Grantee of a golf cart path (the "Improvements").

2. **Maintenance of Easement Area.** Grantee affirmatively covenants to perform, in its discretion, reasonable care and maintenance of the improvements constructed by Grantee on the Easement Area. The expense of installing, maintaining, removing, and replacing said improvements on the Easement Area shall be borne by Grantee.

3. **No Obstructions to Use of Easement Area.** Grantor shall not interfere with Grantee's installation, maintenance, removal, or replacement of improvements on the Easement Area in accordance herewith. Grantor shall not construct any structure that will bar, or interfere with, Grantee's access to the Easement Area. Grantor shall not do, or permit to be done, any other act which would frustrate the scope and purpose of this easement.

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4. **Covenants of Grantor.** Grantor covenants for itself and its successors and assigns, with Grantee and its successors and assigns, that at the time of execution and delivery of this Agreement, Grantor was lawfully seized of the Easement Area, and that Grantor has the right and lawful authority to grant the easement herein granted.

5. **Release or Amendment of Easements.** The easement granted herein may be released or amended at any time by appropriate agreement entered into by all the titleholders of the Easement Area and Grantee Parcel. Any such agreement shall be duly executed and acknowledged and filed for record in the office of the Register of Deeds of Douglas County, Nebraska.

6. **Binding Effect.** The obligations and agreements contained in and the easements granted by this Agreement shall be covenants and easements running with the land and shall be binding upon Grantor and its successors and assigns and inure to the benefit of Grantee and its successors and assigns.

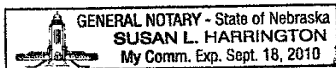
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Timothy E. Zikas
Timothy E. Zikas, Grantor

PLAYERS CLUB GOLF, L.L.C., a Nebraska limited liability company, Grantee

By: Steve Falter, Member

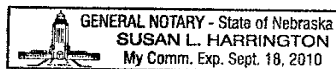
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Timothy E. Zikas.

Susan L. Harrington
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

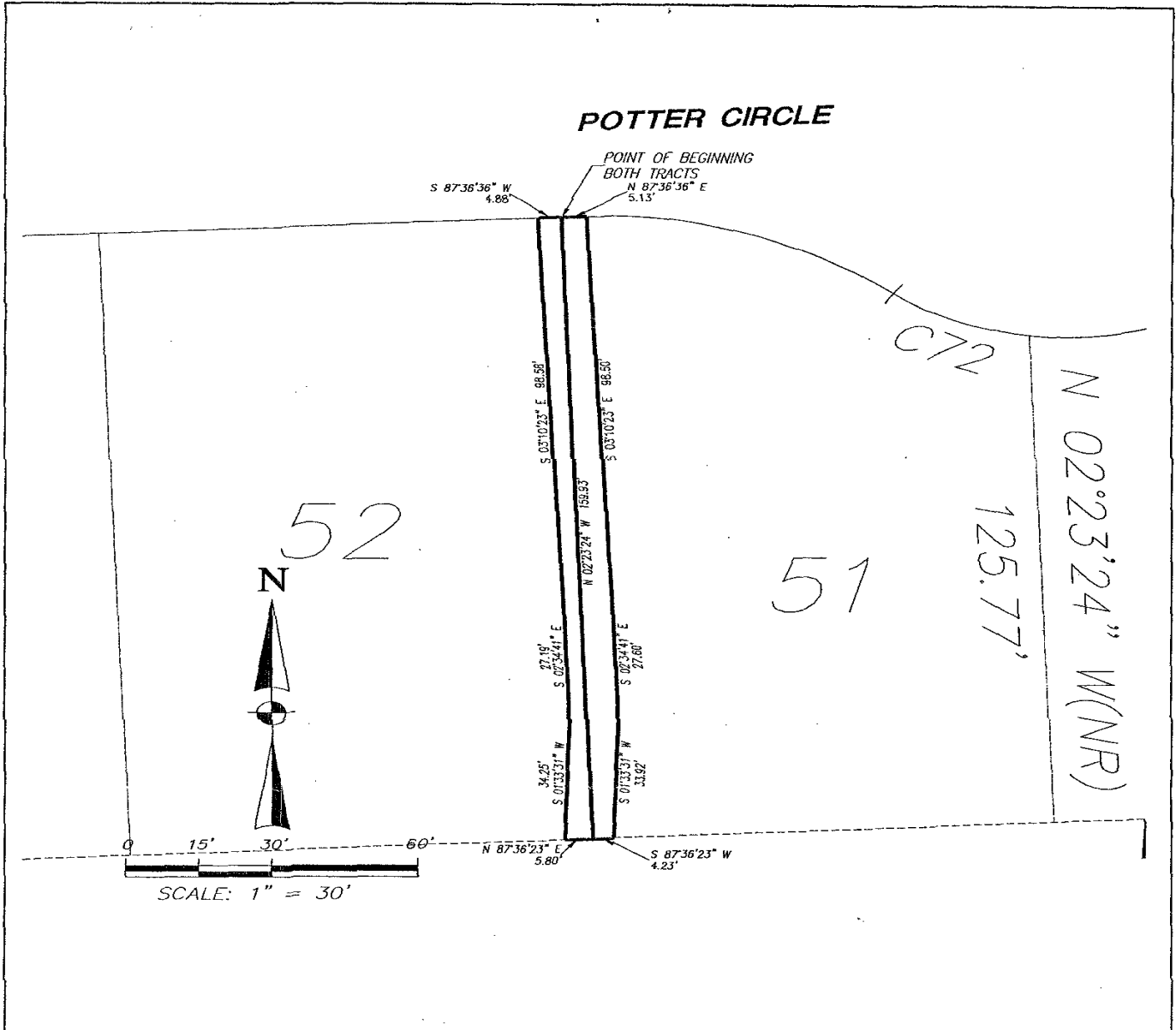


The foregoing instrument was acknowledged before me this 6th day of February, 2007, by Steve Falter, Member of Players Club Golf, LLC, a Nebraska limited liability company, on behalf of said company.

Susan L. Harrington
Notary Public

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LEGAL DESCRIPTION (LOT 51 EASEMENT)

A PORTION OF LOT 51, DEER CREEK HIGHLANDS, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE N 87°36'36" E, 5.13 FT. ON THE NORTH LINE OF SAID LOT; THENCE S 03°10'23" E, 98.50 FT.; THENCE S 02°34'41" E, 27.60 FT.; THENCE S 01°33'31" W, 33.92 FT. TO THE SOUTH LINE OF SAID LOT; THENCE S 87°36'23" W, 4.23 FT. ON SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE N 02°23'24" W, 159.93 FT. ON THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING, CONTAINING 933.5 SQ. FT. MORE OR LESS.

EXHIBIT
A