

26-15-11
83-652-157C
84-29 etc.

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EASEMENT

WHEREAS, CLC-NISI Joint Venture, a joint venture organized under and subject to the Uniform Partnership Act of Nebraska, which joint venture is composed of Nebraska Investment Services, Inc., a Nebraska corporation, and Creative Land Consultants, Inc., a Nebraska corporation (said joint venture being herein referred to as the "Grantor") desires to grant a perpetual sanitary and drainage easement over certain property owned by the Grantor to Sanitary and Improvement District No. 242 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 Dollar and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibits "1" through "64", does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sanitary and drainage easement over, on, across, under the property as shown on Exhibits "1" through "64" 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. 242 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 or 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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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of August, 1976, before me, the undersigned a Notary Public in and for said county, personally came C.E. Westphal, President of Nebraska Investment Services, Inc., personally known to me to be the President and identical person whose name was 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.

C.

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



Evelyn M. Oswald
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of August, 1976, before me, the undersigned a Notary Public in and for said county, personally came Glenn L. Buck, President of Creative Land Consultants, 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.

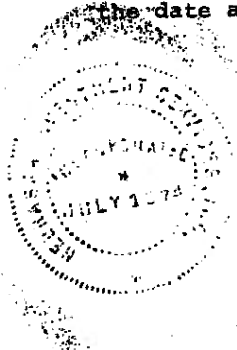
Witness my hand and notarial seal in said county the day and year last above written.



Faymone Betzer
Notary Public

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 date and year first above written.



CLC-NISI JOINT VENTURE, a Joint Venture organized under and subject to the Uniform Partnership Act of Nebraska

By: NEBRASKA INVESTMENT SERVICES, INC. a Nebraska corporation,

By: C.E. Westphal
C.E. Westphal, President

ATTEST:

Charles B. Stilwell



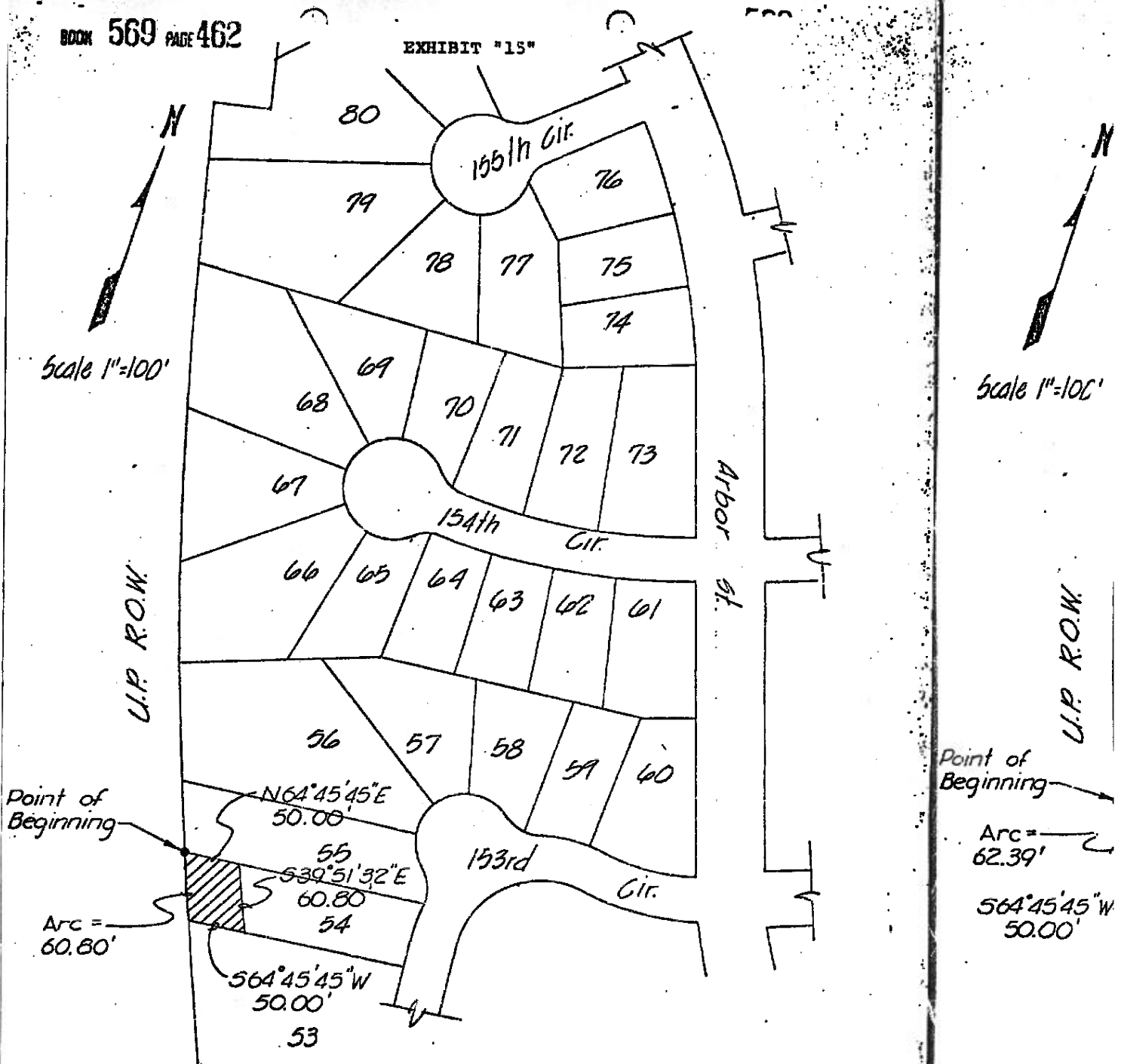
By: CREATIVE LAND CONSULTANTS, INC., a Nebraska corporation,

By: Glenn L. Buck
Glenn L. Buck, President

Ray C. Lawrence

(Being all of the members of CLC-NISI Joint Venture)

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**LEGAL DESCRIPTION
PERMANENT SEWER AND DRAINAGE EASEMENT**

The following is a legal description of a permanent sewer and drainage easement located in Lot 54, Harvey Oaks III, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Beginning at the westernmost common corner of lots 54 and 55; thence N 64°45'45" E along the common line of lots 54 and 55 a distance of 50.00 feet; thence S 39°51'32" E to the common line of lots 53 and 54 a distance of 60.80 feet; thence S 64°45'45" W along the common line of lots 53 and 54 to the westernmost common corner of lots 53 and 54 a distance of 50.00 feet; thence northerly along the easternmost line of the Union Pacific Railroad right-of-way an arc distance of 60.80 feet to the point of beginning. (All bearings refer to the plat of Harvey Oaks III and are assumed bearings)

The follow located in Douglas Co

Beginning N 64°57'51" feet; ther 62.22 feet westermost northerly an arc dis to the pla