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GEORGE J. BUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AFTER RECORDING RETURN TO:

RICHARD E. CROKER
CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, P.C.
2120 SO. 72 STREET, SUITE 1250
OMAHA, NE 68124-2356

10575 H/94-451
FEE 11.00
DEL.
LEGAL FEE 42

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 26th day of July, 1994, between the undersigned, JAMES E. BROWN and JACQUELINE K. BROWN, husband and wife (herein called "Grantor"), and SKYLINE RANCHES PROPERTY OWNERS ASSOCIATION, a Nebraska not-for-profit corporation (herein called "Grantee"),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the real property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual easement over, under, on and across the following described real estate in Douglas County, Nebraska, to-wit:

A Twenty (20) Foot wide strip of land centered on the common boundary line between Lots 338 and 339, Skyline Ranches III, a subdivision in Douglas County, Nebraska, as more particularly hereinafter described:


Commencing at a point on the easterly line of said Lot 338, which point is 10 feet south of the northeasterly corner of said Lot 338; thence south 70°59'48" west a distance of 60.99 feet; thence north 15°22'37" west a distance of 20 feet; thence north 70°59'48" east a distance of 58.61 feet to the easterly line of said Lot 339; thence southerly along the easterly lines of Lot 339 and Lot 338 a distance of 20 feet to the point of beginning.

2. The scope and purpose of said perpetual easement is to provide pedestrian and equestrian ingress and egress on and across the easement area for Grantee, its successors and assigns, and all present and future members of Grantee, and the construction, use, maintenance and repair of such improvements as Grantee may deem necessary to facilitate such ingress and egress use. No buildings, improvements or structures shall be placed in, on, over or across said permanent easement areas by Grantor or his personal representatives or assigns. The Grantee, its successors or assigns, all present and future members of Grantee, and its contractors and engineers, shall have the full right and authority to enter upon said easementways in order to perform any of the acts and functions necessary to accomplish the scope and purpose of this easement as aforesaid.

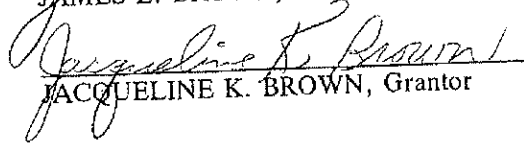
3. Grantor herein for himself, his personal representatives and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

4. This easement agreement shall be binding on the successors and assigns of the respective parties hereto.

EXECUTED the day and year first above written.



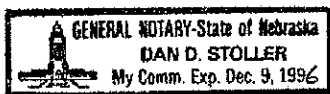
JAMES E. BROWN, Grantor

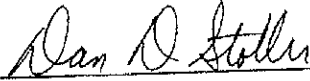


JACQUELINE K. BROWN, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on July 26, 1994, by JAMES E. BROWN and JACQUELINE K. BROWN, husband and wife.





Notary Public

My Commission Expires: 12-9-96