

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 18<sup>th</sup> day of SEPTEMBER, 1979, between The Kopecky Company, a Nebraska Corporation, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a Municipal Corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, subject to the limitations and restrictions hereinafter set forth, a permanent easement and right of way to construct, install, place, maintain, operate, repair, replace and remove, pipelines for the transmission and distribution of water and natural gas, together with all appurtenances thereto, hereinafter called the "improvements", together with the right of ingress and egress to and from the same, on, over, under and through the following described property:

A portion of Lot Two Hundred Ninety-six (296) of Walnut Grove, a subdivision as now platted and recorded in Douglas County, Nebraska, said portion being all that portion of said Lot 296 lying within Walnut Grove Townhomes Condominium Regime Number 1.

The said portion of said Lot 296 is shown on the plat attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, its successors and assigns, forever, subject to the following:

1. Grantee acknowledges that Grantor is in the process of constructing a condominium property regime, including dwelling units and related structures, on the aforesaid premises in accordance with the plat attached hereto as Exhibit "A". Grantee, by accepting this easement, agrees that none of the improvements shall be placed over, on, under, or across any portion of said premises which is occupied, or according to the plat attached to be occupied, by any of the said dwelling units and/or

related structures (the term " Dwelling Units and/or Related Structures" shall include townhouses, garages, swimming pools and pool equipment buildings, all as shown on the attached plat, but shall not include walkways, driveways, parking areas, or streets.)

2. Grantor agrees that it will at no time place any building or structure over said improvements as they may be located and that it will not permit anyone else to do so. Grantor shall, however, maintain the right to place pavement over said improvements and to allow others to place pipes, conduits, cables and appurtenances thereto which cross at approximately right angles without jeopardizing said improvements.

3. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

4. Nothing herein contained shall be construed as a waiver of any rights of Grantor, nor as a waiver of any duties and obligations of Grantee respecting the ownership, use, maintenance, condition and operations of the improvements constructed and maintained hereunder.

5. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. The Grantor represents and warrants that it has the sole authority to grant this said Easement and Right of Way and in so acting has the authority and approval to act for and on behalf of The Walnut Grove Townhomes Association, Inc.

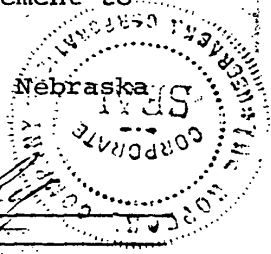
IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

ATTEST:

THE KOPECKY COMPANY, a Nebraska Corporation, Grantor

Doris J. Kopecky  
Title Secretary

By [Signature]  
Title President

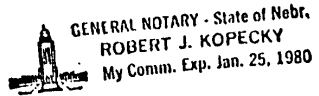


(SEAL)

STATE OF NEBRASKA)  
) ss  
COUNTY OF DOUGLAS)

On this 12TH day of SEPTEMBER, 1979, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came R. J. KOPECKY, PRESIDENT of The Kopeccky Company, a Nebraska Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument as Grantor, and he acknowledged the execution of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

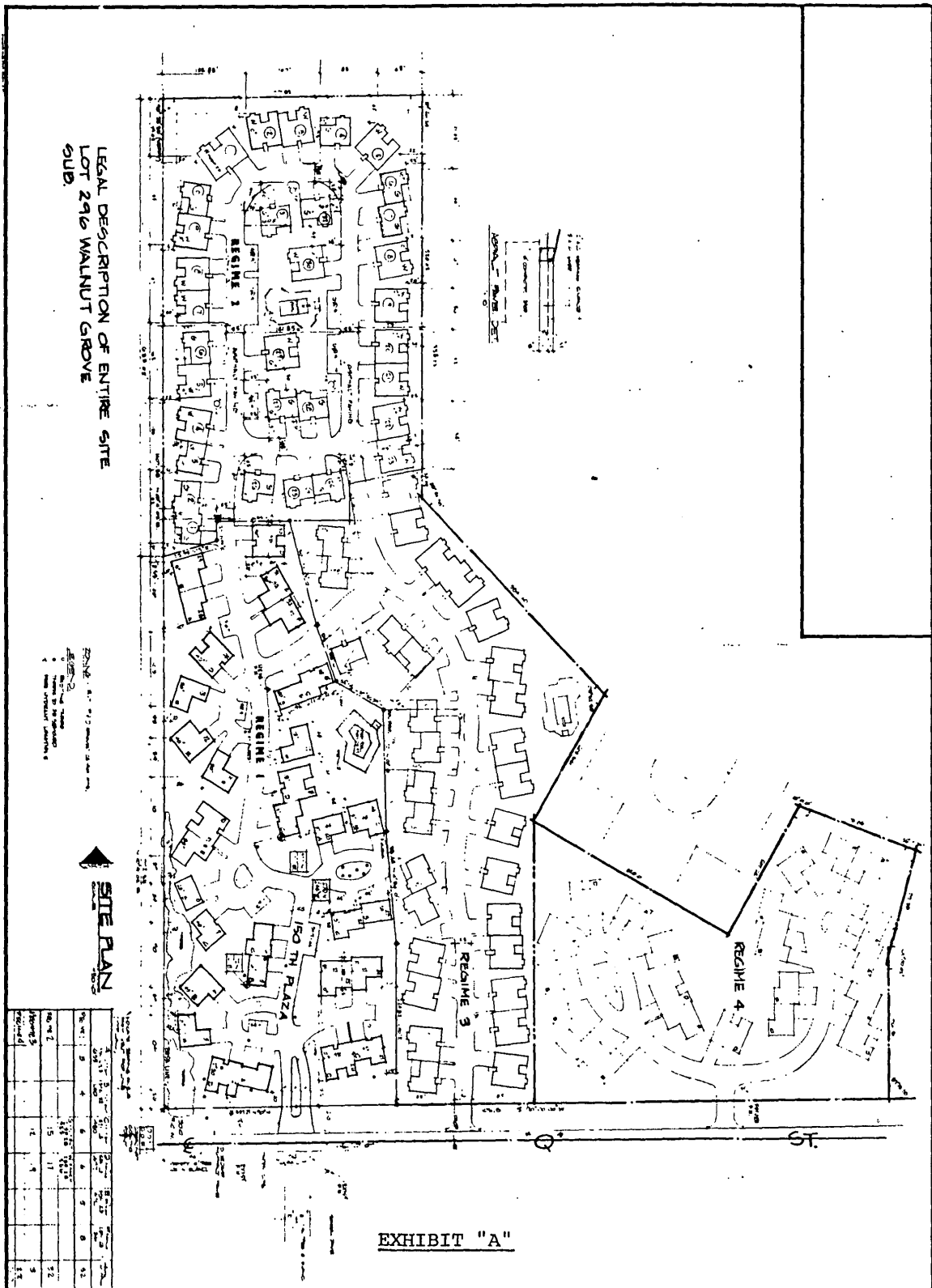


EXHIBIT "A"

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*Handwritten signature*