

ACCESS EASEMENT

THIS EASEMENT made this 7 day of April, 1986 between Kopecky Construction, Inc., a Nebraska corporation (hereinafter referred to as "Grantor") and Walnut Grove Townhomes Property Regime #2, organized under the laws of the State of Nebraska, pursuant to Master Deed at Book 1646, Page 560, dated April 10, 1980, recorded April 10, 1980 in the Register of Deeds Office, Douglas County, Nebraska (hereinafter referred to as "Grantee"),

WHEREAS, Grantor is the owner of the following described real property, to-wit:

That part of Lot 296, Walnut Grove, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Commencing at the S.E. corner of said Lot 296; thence N89° 54'20"W (assumed bearing) on the South line of said Lot 296, a distance of 480.20 feet to the point of beginning, said point also being the S.W. corner of a tract of land described in Deed Book 1645, Page 1 of the Douglas County records and hereinafter called Tract "A"; thence continuing N89° 54'20"W on the South line of said Lot 296, a distance of 233.40 feet to the S.E. corner of a tract of land described in Deed Book 1520 at Page 193 of the Douglas County records and hereinafter called Regime No. 1; thence Northerly on the Easterly line of said Regime No. 1 on the following described courses; thence North 224.82 feet; thence N04° 56'00" W, 158.46 feet; thence N00° 02'50"E, 169.93 feet; thence N59° 47'20"W, 76.06 feet; thence N18° 38'40"W, 84.00 feet thence N17° 33'40"W, 155.77 feet to the South line of a tract of land described in Deed Book 1646 at Page 560 of the Douglas County Records and hereinafter called Regime No. 2; thence Easterly on the Southerly line of said Regime No. 2 on the following described courses; thence N89° 56'00"E, 88.65 feet; thence N00° 04'00"W, 48.64 feet; thence N80° 44'00"E, 117.36 feet to the Easterly line of said Lot 296; thence S00° 44'00"W on the Easterly line of said Lot 296, a distance of 38.00 feet; thence S43° 20'20"E on the Easterly line of said Lot 296, a distance of 384.20 feet; thence S31° 01'50"W on the Easterly line of said Lot 296 a distance of 203.11 feet; thence S58° 59'40"E on the Easterly line of said Lot 296, a distance of 26.80 feet to the N.W. corner of said Tract "A"; thence S00° 06'30"E on the West line of said Tract "A", 381.77 feet to the point of beginning (hereinafter referred to as the "Property"),

WHEREAS, Grantor intends to develop the Property into a condominium regime in which a private road will be constructed, generally as shown on Exhibit "A", attached hereto and incorporated herein by this reference,

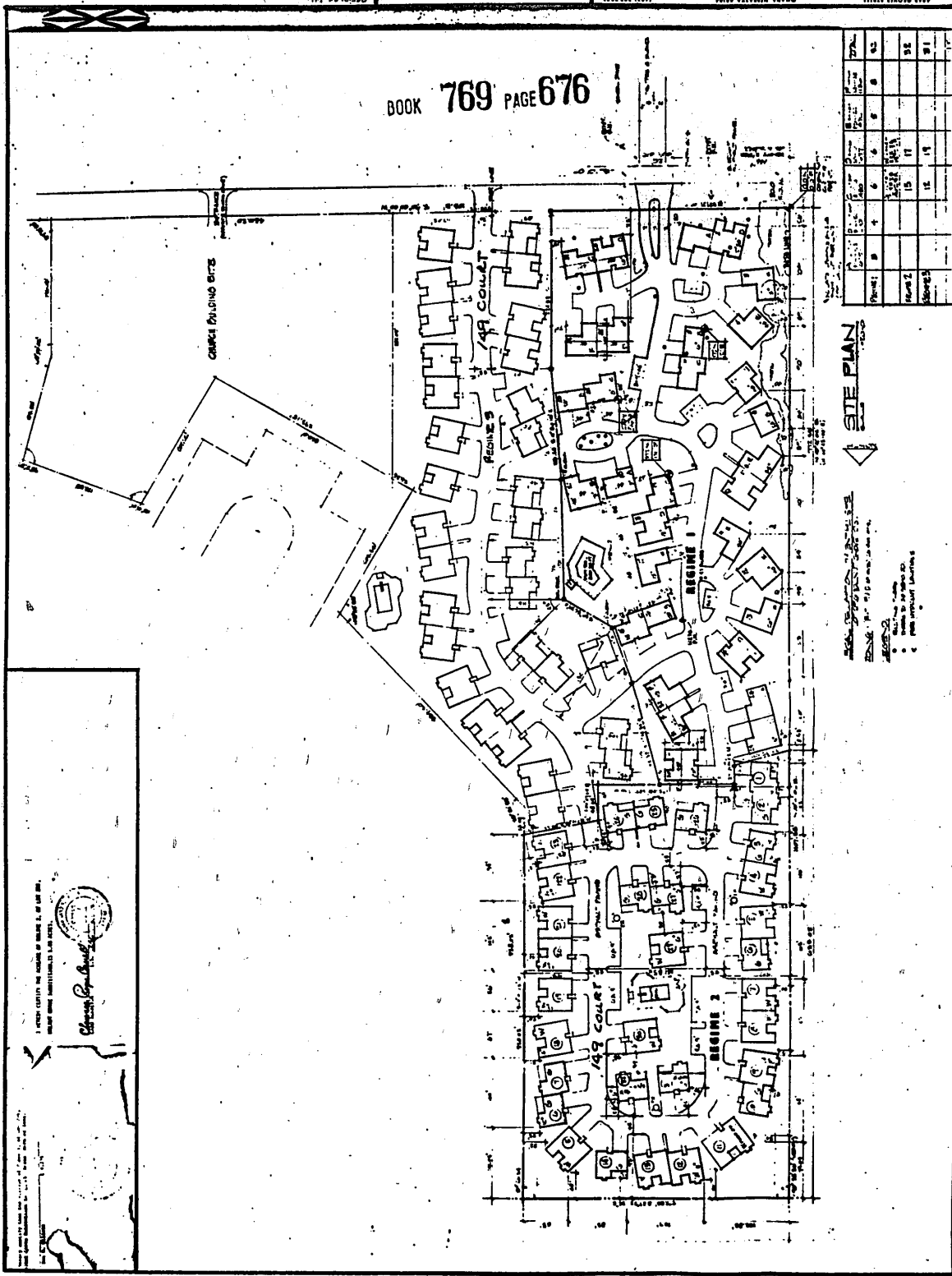
WHEREAS, Grantor has agreed to grant to the Grantee (said term "Grantee" to include the Grantee's members, their guests and invitees, and Grantee's successors and assigns) an Access Easement and right-of-way over the to be developed 149th Court in order to provide access to Grantee's condominium regime (hereinafter "Grantee's Property") for the purposes and in the manner hereinafter expressed;

NOW, THEREFORE, in consideration of One and no/100 Dollar (\$1.00) and other good and valuable consideration, it is hereby agreed as follows:

1. Grantor hereby grants unto the Grantee a perpetual non-exclusive easement, together with rights of ingress, egress and other access thereto over and on the private road to be constructed by Grantor and to be known as 149th Court for access, ingress and egress to Grantee's Property. The easement granted herein shall not, nor is it intended, to interfere with the orderly development of the Property, and the Grantee agrees to use only so much of said private road as is necessary to provide access to and from the Grantee's Property. It is understood and agreed that said ingress and egress easement can be used by the Grantee, its members and owners or their tenants, servants, visitors and licensees, and may be used for vehicular traffic only. Grantor hereby reserves and grants for itself, its successors and assigns, and the condominium regime which Grantor intends to form on the Property, an easement for access, ingress, egress, use and enjoyment upon and over such roadway for traffic to and from the Property.

2. It is further understood that said easement is to be given upon the express understanding and condition that the same may be used by the Grantee, in conjunction with the joint use of the Grantor, its successors and assigns and the condominium regime to be formed by the Grantor on said Property; also that the Grantor, its successors and assigns will be in no way obligated to construct the roadway or to keep the same in repair; nor does the Grantor, its successors and assigns, assume any liability, responsibility to the Grantee or any person using said private road by invitation expressed or implied, or by reason of any business conducted with the Grantee or otherwise.

3. Notwithstanding the above provisions, if either the Grantor or the Grantee, shall cause damage to said roadway through negligence on the part of the party itself or others for them or on their behalf, said parties shall be wholly responsible for any such damage resulting from any such negligence. Neither party hereto, shall so use or leave any vehicle, or anything else on said roadway so as to present the free and uninterrupted use of said roadway by any other party for the purpose for which this easement was created.



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 1986 APR -7 PM 1:43
 GEORGE J. DUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Book 769
 Page 673
 of 77

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EXHIBIT "A"