

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 12 day of December, 1979, between Brook Hollow, Inc., 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, including but not limited to three fire hydrants and six water valve boxes, 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:

All of Lots One Hundred Forty-seven (147) through One Hundred Fifty-two (152), inclusive, all of Lot One Hundred Thirty-five (135), all of that part of Lots One Hundred Thirty-six (136) and One Hundred Forty-six (146) lying West of Interstate No. 680, together with a part of Lot One Hundred Fifty-seven (157), together with all of vacated 112th Street adjoining said Lots One Hundred Forty-six (146), One Hundred Forty-seven (147) and One Hundred Forty-eight (148), together with the Easterly One-half (1/2) of vacated 112th Street adjoining said Lot One Hundred Thirty-five (135) on the West, all in Bel Air, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, all more particularly described as follows:

Beginning at the Southwest corner of said Lot One Hundred Fifty-two (152); thence North $00^{\circ} 00' 23''$ East (assumed bearing) on the West line of said Lot One Hundred Fifty-two (152), Ninety and Sixteen Hundredths (90.16) feet to a point of curve; thence Northeasterly on the Westerly line of said Lot One Hundred Fifty-two (152) on an Eighty-four and Seventy-seven Hundredths (84.77) foot radius curve to the right (chord bearing North $19^{\circ} 29' 41''$ East, chord distance Fifty-six and Fifty-six Hundredths (56.56) feet), an arc distance of Fifty-seven and Sixty-seven Hundredths (57.67) feet to a point of tangency; thence North $38^{\circ} 58' 59''$ East on the Westerly line of said Lots One Hundred Forty-nine (149), One Hundred Fifty (150), One Hundred Fifty-one (151) and One Hundred Fifty-two (152), Four Hundred Forty and Eighty-seven Hundredths (440.87) feet to a point of curve; thence Northeasterly on the Westerly line of said Lots One Hundred Forty-eight (148) and One Hundred Forty-nine (149) on a One Hundred Twenty and One Hundredth (120.01) foot radius curve to the left (chord bearing North $00^{\circ} 02' 56''$ East, chord distance One Hundred Fifty and Eighty-four Hundredths (150.84) feet), an arc distance of One Hundred Sixty-three and Ten Hundredths (163.10) feet to the Southeast corner of said Lot One Hundred Fifty-seven (157); thence North $00^{\circ} 00' 08''$ East on a line parallel to the centerline of 114th Street, One Hundred Eighty-six and Eleven Hundredths (186.11) feet to a point on the South line of said Lot One Hundred Forty-seven (147); thence North $66^{\circ} 41' 22''$ West on the South line of said Lot One Hundred Forty-seven (147), Three Hundred Thirty-seven and Thirteen Hundredths (337.13) feet to the West corner of said Lot One Hundred Forty-seven (147); thence North $89^{\circ} 30' 12''$ East on the North line of said Lot One Hundred Forty-seven (147) and One Hundred Forty-six (146), One Thousand Nine and Sixty-seven Hundredths (1,009.67) feet to a point on the West line of said Interstate No. 680; thence South $03^{\circ} 42' 07''$ West on the West line of said Interstate No. 680, Five Hundred Thirteen and Twenty-six Hundredths (513.26) feet to a point on the North line of Bel Air Drive; thence South

53° 14' 58" West on the North line of Bel Air Drive, One Hundred Ninety-nine and Eighty-five Hundredths (199.85) feet to a point on the centerline of said vacated 112th Street; thence North 13° 26' 28" West on the centerline of said vacated 112th Street, Fifty-three and Seventy-eight Hundredths (53.78) feet to a point of curve; thence Northwesterly on the centerline of said vacated 112th Street on a One Thousand Two Hundred Fifty-seven and Ninety-eight Hundredths (1,257.98) foot radius curve to the left (chord bearing North 18° 08' 56" West, chord distance Two Hundred Six and Fifty-two (206.52) feet), an arc distance of Two Hundred Six and Seventy-five (206.75) feet to a point of tangency; thence North 22° 51' 28" West on the centerline of said vacated 112th Street, Seventy-two and Five Hundredths (72.05) feet; thence South 67° 08' 32" West, Twenty-five (25.00) feet to the Northeast corner of Lot One Hundred Thirty-four (134), said Bel Air; thence South 41° 56' 22" West on the Southerly line of said Lots One Hundred Forty-eight (148) through One Hundred Fifty-two (152), inclusive, Seven Hundred Sixty-four and Seventeen Hundredths (764.17) feet to an angle point on the Southerly line of said Lot One Hundred Fifty-two (152); thence South 66° 51' 23" West on the Southerly line of said Lot One Hundred Fifty-two (152), One Hundred Seventy-eight and Ninety-three Hundredths (178.93) feet to the point of beginning.

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.

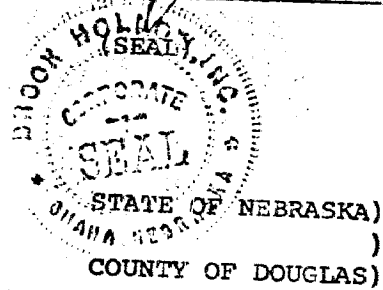
IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

BROOK HOLLOW, INC., a Nebraska Corporation, Grantor

ATTEST:

John M. Hordy
Title Sec.

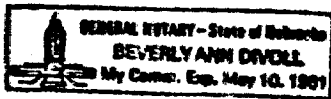
By Harold E. Grove
President



) ss
COUNTY OF DOUGLAS)

On this 12 day of November, 1979, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Harold E. Grove, President of Brook Hollow, Inc., 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.



Beverly Ann Dvool
Notary Public

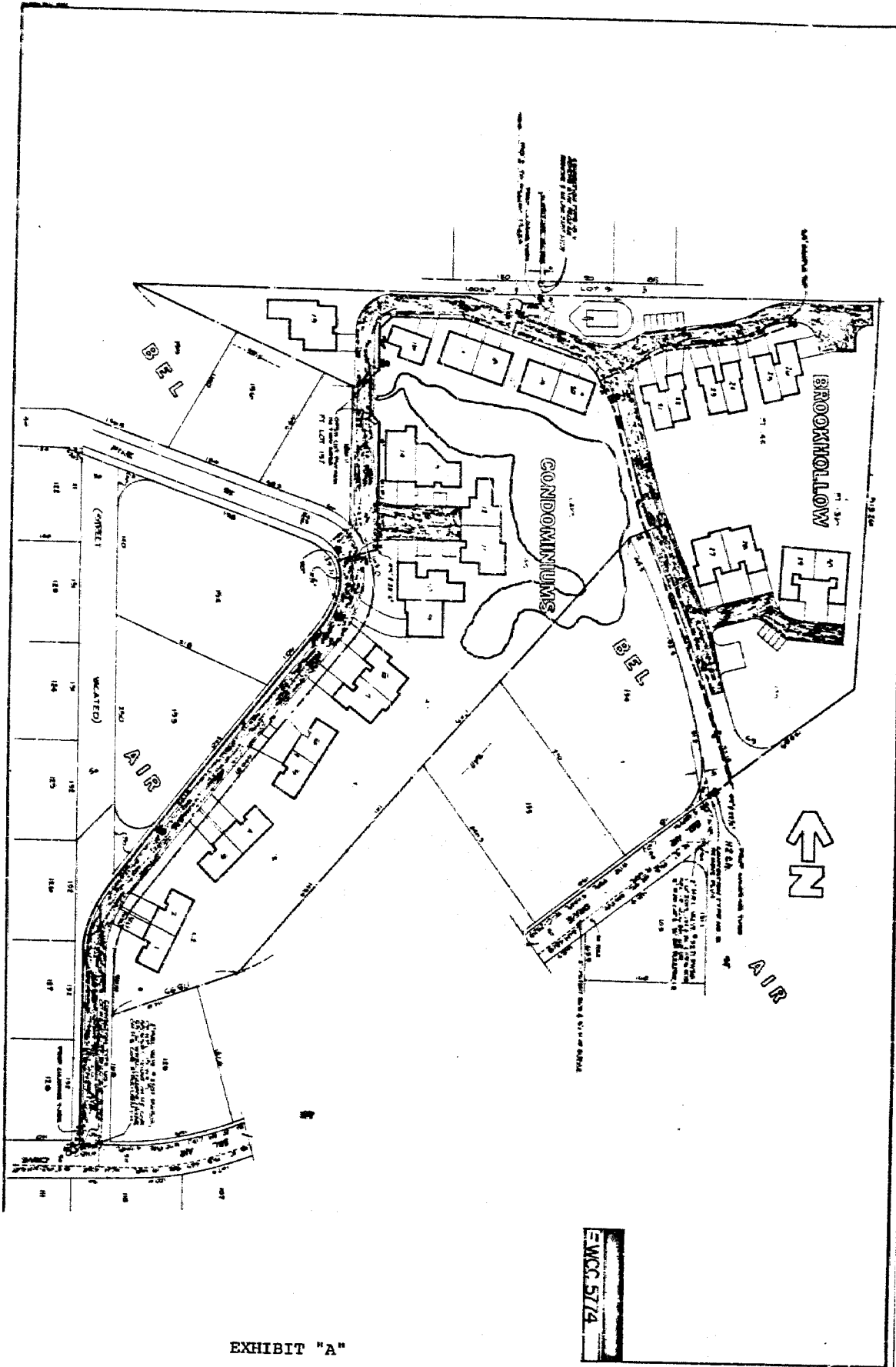


EXHIBIT "A"

37 pages

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Book 624
 Page 83
 of Pages

For W.H.P.
 Index ✓
 Compd. ✓
 N-22-441
 11-10-79

RIGHT-OF-WAY EASTMENT

BOOK 628 PAGE 265

Brook Hollow Inc.

of the real estate described below, and hereafter referred to as "Grantor(s)", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, a public corporation, its successors and assigns, and to the WESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a right of way easement to install, operate, maintain, repair, relocate and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to-wit:

All of Lots 147 thru 152 inclusive, all of Lot 155, all of that part of Lots 135 and 146 lying West of Interstate No. 680, together with a part of Lot 157, together with all of vacated 112th Street adjoining said Lots 146, 147 and 148, together with the Easterly 1/2 of vacated 110th Street adjoining said Lot 135 on the West, Bel Air, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska all more particularly described as follows: Beginning at the S.W. corner of said Lot 152; thence N00°00'23"E (Assumed bearing) on the West line of said Lot 152, 92.15 feet to a point of curve; thence Northeastery on the Westerly line of said Lot 152 on a 64.77 foot radius curve to the right (chord bearing N19°29'41"E, chord distance 56.56 feet), an arc distance of 57.67 feet to a point tangency; thence N56°58'59"E on the Westerly line of said Lots 149, 150, 151 and 152, 140.67 feet to a point of curve; thence Northeastery N00°00'56"E, chord distance 150.54 feet, an arc distance of 163.10 feet to the S.E. corner of said Lot 157; thence N00°00'08"E on a line parallel to the centerline of 114th Street, 186.11 feet to a point on the South line of said Lot 147; thence N88°00'12"W on the South line of said Lot 147, 337.13 feet to a point on the West line of said Interstate No. 680; thence S 03°42'07"W on the West line of said Interstate No. 680, 512.26 feet to a point on the North line of Bel Air Drive; thence S 53°14'56"W on the North line of Bel Air Drive, 199.85 feet to a point on the centerline of said vacated 112th Street; thence N18°09'53"W, chord distance 203.52 feet, an arc distance of 206.75 feet to a point of tangency; thence N22°51'28"W on the centerline of said vacated 112th Street, 72.05 feet to a point of tangency; thence N67°08'32"W, 25.00 feet to the N.E. corner of Lot 134, said Bel Air; thence S41°56'22"W on the Southerly line of said Lots 148 thru 152 inclusive, 744.17 feet to an angle point on the Southerly line of said Lot 152; thence S66°51'23"W on the Southerly line of said Lot 152, 178.53 feet to the point of beginning.

CONDITIONS:

- (a) Since Grantor does not intend to dedicate any streets, alleys or public ways for public use, where Grantees facilities are to be constructed to serve Grantor's project, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace add to, maintain and operate service lines, wires, cable, carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all airds and the reception thereof, including all servitudes of the Grantees to the servitudes on the above described real estate, over, above, along, under, in and across a strip of land ten feet (10') in width, here Five feet (5') on each side of and parallel to facilities as constructed by Grantees.
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose herebefore granted excepting those portions thereof which will be occupied by structures and/or garages (The terms "structures" shall not include adjacent walks, driveways, parking areas or streets) and excepting those portions which may hereafter be occupied by a swimming pool and bathhouse, the specific location thereof to be hereafter agreed upon between the parties. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its successors and assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- (d) Grantees shall restore the surface of the soil excavated for any purpose hereunder to its original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.
- (f) It is further agreed Grantor has lawful possession of said real estate, good right, and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notary Seal this 27 day of Dec, 1974

Brook Hollow Inc by Harold W. Grove Pres

STATE OF Nebraska COUNTY OF Douglas On this 27 day of Dec, 1974 before me the undersigned, a Notary Public in and for said County, personally came Harold W. Grove President of Brook Hollow Inc. personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

STATE OF Nebraska COUNTY OF Douglas On this 27 day of Dec, 1974 before me the undersigned, a Notary Public in and for said County and State, personally appeared Harold W. Grove personally to me known to be the identical person(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written. My Commission expires: 1981

Witness my hand and Notarial Seal the date above written. MY COMMISSION EXPIRES: 1981

Distribution Engineer Date Land Rights and Services Date Recorded in Misc. Book No. at Page No. on the day of Section Township North, Range East Salesman Mel Frame Engineer Hultman Est. 50583 v.o. 5737

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