

AGREEMENT

THIS AGREEMENT, made this 28th day of August, 1981, by and between the SUMMIT CONDOMINIUM PROPERTY REGIME, hereinafter referred to as "Regime" and LEWIS R. LEIGH, Trustee, hereinafter referred to as "Leigh",

W I T N E S S E T H:

WHEREAS, Regime is serviced by water, storm sewer and sanitary sewer lines, which lines are in part situated on the real property recently purchased by Leigh and located on approximately six and one-half acres of land adjoining real property owned by the Regime; that the legal description of the real property purchased by Leigh is more particularly described in Exhibit "A" attached hereto and designated as Tract A and Exhibit "B" attached hereto and designated as Tract B; and

WHEREAS, Leigh desires to develop Tracts A and B according to the plans and specifications of a Planned Unit Development approved by the Omaha City Council on August 25, 1981; and

WHEREAS, the parties to this agreement desire to avoid any future disputes or conflicts concerning the water, storm sewer and sanitary sewer lines situated on Tracts A and B and to reduce their agreement to writing.

NOW, THEREFORE, in consideration of mutual covenants and agreements of the parties hereto, as hereinafter set forth, it is understood and agreed by and between the parties hereto as follows:

1. Relocation of Utility Lines. Leigh shall relocate the water, storm sewer and sanitary sewer lines situated on Tracts A and B so as to accomodate the plans and specifications of the Planned Unit Development approved for said tracts.
2. Expense of Relocation. The entire expense of the relocation of the utility lines situated on Tracts A and B shall be the obligation and responsibility of Leigh. Said expense shall include, but not be limited to, all costs of construction, surveys and recording fees.

3. Comparable Utility Services for Regime Members. Leigh guarantees that the utility service provided by the water, storm sewer and sanitary sewer lines after relocation will be comparable and analogous with the utility service existing prior to relocation. This service, which shall in no way be inferior to the existing service, shall include but not be limited to, comparable water pressure and drainage. Leigh also guarantees that the relocation of utility lines will not interrupt the continuous utility service in existence, except for the normal and customary hookup down time. Leigh shall provide the members of the Regime with one week notice of the hookup down time.

4. Permanent Easement. Leigh shall grant to Regime a permanent easement for the purpose of maintaining and servicing the said re-located utility lines

5. Joint Use and Maintenance. In the event that it should become necessary to repair or replace any part of the main water, storm sewer, or sanitary sewer lines situated on Tracts A and B, the "Regime" and "Leigh" shall have the joint responsibility for taking care of such repairs and maintenance, and the cost thereof shall be shared upon a pro-rata basis by said parties based upon the number of units served in the Summit Condominium Property Regime and the number of units served in the Planned Unit Development to be located on Tracts A and B. In the event that the repairs are necessitated by the fault or negligence of either party, then it shall be the responsibility of the party causing the damage to the lines to pay for the cost of repairs and maintenance solely.

6. Binding Effect. The parties hereto respectfully bind themselves, their grantees, successors and assigns, to the faithful performance of the terms of this agreement. "Leigh" is signing this Agreement in his capacity as Trustee and at such time as he shall transfer the property subject to this Agreement to the developer thereof any responsibility for the performance of this Agreement by him shall terminate and shall pass on to his grantees, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

THE SUMMIT CONDOMINIUM PROPERTY
REGIME

By

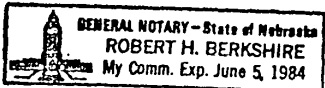
President

Lewis R. Leigh, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28 day of August, 1981, before me, a Notary Public duly qualified in and for said County, personally came Joe M. Rice, an Officer of the Summit Condominium Property Regime, to me known to be the identical person whose name is affixed to the foregoing instrument as an Officer, and he acknowledged the execution of same to be his voluntary act and deed.

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



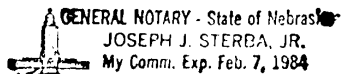
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of ~~August~~ ^{SEPTEMBER}, 1981, before me, a Notary Public duly qualified in and for said County, personally came Lewis R. Leigh, Trustee, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of same to be his voluntary act and deed.

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

Notary Public



A portion of that certain 15.84 acre tract conveyed to The Villas Corporation by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed, dated April 29, 1972, and recorded May 9, 1972, in Book 1454 at Page 515 of Deed Records of Douglas County, Nebraska, said portion being described as follows (references in the following description to "property line" refer to the property lines of the said 15.84 acre tract), to-wit:

Beginning at a point 305 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence North, parallel to the East line of the Northeast Quarter of said Section 16, a distance of 683.90 feet to a point on the South line of Lot 8, Meadowbrook Addition; thence North $89^{\circ}55'00''$ West along the South line of Lots 8, 7, 6 and 5, said Meadowbrook Addition, a distance of 360 feet; thence South, parallel to the East line of the Northeast Quarter of Section 16, a distance of 521.81 feet; thence left $12^{\circ}29'$ in a southeasterly direction, a distance of 262 feet; thence left $77^{\circ}30'$ and parallel to the South property line a distance of 213.3 feet; thence left $90^{\circ}01'$ and parallel to the East property line, a distance of 93 feet; thence right $90^{\circ}01'$ and parallel to the South property line, a distance of 90 feet to the point of beginning; except a parcel thereof, more particularly described as follows:

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter-Corner of said Section 16; thence, $N89^{\circ}59'W$ a distance of 213.3 feet; thence, $N12^{\circ}29'W$ a distance of 92.19 feet; thence $S89^{\circ}59'E$ a distance of 89.93 feet; thence, $S0^{\circ}E$ a distance of 70 feet; thence $S89^{\circ}59'E$ a distance of 143.3 feet; thence $S0^{\circ}E$ a distance of 20 feet to the point of beginning. In this description the East line of said Section 16, Township 15 North, Range 12 East is assumed to lie in a true North-South direction;

Together with an additional parcel described as follows:

Beginning at a point 180 feet North and 558.6 feet West of the East Quarter Corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence Northerly and parallel to the present East property line of The Summit Condominium Property Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of said Regime, a distance of 90 feet; thence Southerly along the present East property line of said Regime a distance of 125 feet; thence Westerly along the present South line of said Regime, a distance of 90 feet to the point of beginning;

Together with all of Seller's right, title and interest in and to that certain 100 foot perpetual easement for ingress and egress to the property herein being conveyed, which was originally granted by Duchesne College & Convent of the Sacred Heart for the benefit of all persons having an interest in the 15.84 acre tract, by an instrument dated April 29, 1972 and recorded May 9, 1972 in Miscellaneous Records, Book 509 at Page 699; and

All of Seller's right, title and interest in and to certain permanent easements over and right to use the property described as Parcel E for purposes of ingress and egress and for installation, use, maintenance and relocation of utilities, and right of ingress and egress over a portion of Parcels C & D, all as granted to trustees in Warranty Deed, dated May 20, 1978, recorded in Book 1598 of Deeds at Page 518, Register of Deeds, Douglas County, Nebraska.

Subject to all rights of other parties in all easement areas.

EXHIBIT "A"

TRACT "A"

A part of the East $\frac{1}{4}$ of Section 16 - Township 15 North, Range 12 East of the 6th P.M. more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 16-15-12; Thence North $0^{\circ}-00'-00''$ East along the East line of said Section 16-15-12 a distance of 370.00 feet; Thence North $89^{\circ}-58'-29''$ W a distance of 388.40 feet to the True point of beginning; Thence continuing North $89^{\circ}-58'-29''$ W a distance of 80.00 feet; Thence North $00^{\circ}-04'-51''$ East a distance of 318.81 feet to the South line of Meadowbrook Addition to the City of Omaha; Thence South $89^{\circ}-52'-05''$ East along said South line of Meadowbrook Addition a distance of 80.00 feet; Thence South $00^{\circ}-04'-51''$ West a distance of 318.66 feet to the True point of beginning. Containing 25,498.80 square feet or 0.585 acres more or less.

Note: In the above description, the East line of Section 16-15-12 is assumed to lie in a true North and South direction.

4 more

RECEIVED
1981 SEP -8 PM 3:36
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 659
Page 38
as more

15.25
Index
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16-15-12

EXHIBIT "B"

TRACT "B"