

South of Regency Townhomes 1st
BOOK 401

SID #188 San Outfall
PROJECT NO. PSO 3262
PAGE 437 3
TRACT NO.
KMA #A-670943

EASEMENT

THIS INDENTURE, made this 26th day of March, 1968

between Regency, Inc., a Nebraska Corporation

hereinafter referred to as "Grantor(s)", and the City of Omaha, Nebraska, a Municipal Corporation, hereinafter called "City",

WITNESSETH:

That said Grantor(s) in consideration of the sum of

Two Dollars (\$ 2⁰⁰) and other valuable

consideration, to Grantor(s) in hand paid by said City, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said City and its assigns forever, a sewer and drainage easement for the right to use, construct, build, lay, maintain, repair and construct sanitary or storm sewer pipe or drainage way for the passage of sewer, water and sewage or storm water, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, or drainage facility, in, through, over and under the parcel of land described as follows, to-wit:

That part of Lot 155, Regency 1st Addition a Subdivision in Douglas County, Nebraska more particularly described as follows:

Beginning at the intersection of the easterly right-of-way (R.O.W.) of Regency Parkway and the northerly R.O.W. line of Pacific Street; thence N89°29'42"E along the southerly line of said Lot 155 a distance of 179.28 feet to a point; thence N79°35'21"W a distance of 185.89 feet to a point on the easterly R.O.W. line of Regency Parkway; thence southeasterly along the easterly R.O.W. line of Regency Parkway, and on a 150,000 foot radius curve to the right, an arc distance of 35.73 feet to the point of beginning.

(See Exhibit "A")

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of the City of Omaha. Any trees, grass, and shrubbery placed on said easement shall be maintained by Grantor(s), his or their heirs, successors and assigns.

Said City shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the City and any of said construction and work.

Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said City and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant and defend this easement to said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written.

REGENCY, INC.

Name of Corporation

Corporate Seal:

APPEST

President

Secretary

(Acknowledgment on reverse side hereof)

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, a Notary Public, in and for said County, personally came the above named:

_____ who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her, (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Notary Public

My Commission Expires _____

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this 16th day of March, 1968, before me, the undersigned, a Notary Public in and for said County, personally came R. L. Daly

President of Regency Inc.

a Nebraska Corporation, and _____

D. F. Evans, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my Hand and Notarial Seal at Omaha in said County the day and year last above written.

W. Ballard
Notary Public

My Commission Expires _____

April 26, 1970

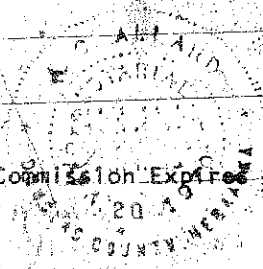


EXHIBIT "A"

S.I.D. # 188
SAN SEWER OUTFALL
P.S.O. # 3262
TRACT NO. 3
K.M.A. NO. A-670943



SCALE 1" = 200'

156

PARKWAY

HARNEY PARKWAY SOUTH

146

123

124

125

126

127

BROADMOOR

122

121

120

119

118

117

116

115

155

114

WISCONSIN

156

Permanent Sewer & Drainage Easement

N 79° 35' 21" W
106.89'

ARC 3573

Point of Beginning

STREET

N 89° 29' 02" E
179.23'

46

LEGEND

 PERMANENT EASEMENT

Misc

RECEIVED

1969 MAR 28 AM 9 47

THOMAS J. GONNOR
REGISTER OF DEEDS
BOYD COUNTY, NEBR.

Boyd County
Registered in Laramie, Nebraska, in the

for Record in the Clerk's Office in the
Deeds of said County and recorded in

Book 461 of Misc

Page 439

Thomas J. Gonnor
REGISTER OF DEEDS

BY _____

MAIL

78-251

N

Completed

475

78
2N

Please return to

Wm A Day, Jr.
730 Farm Cr Bldg
Omaha, Neb. 68102