

South of Regency Townhomes
1st

EASEMENT

THIS INDENTURE, made this 3rd day of August, 1971

between Regency, Inc.
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 One and no/100
Dollars (\$1.00) and other valuable

consideration, to Grantor(s) in hand paid by said City, the receipt whereof is hereby acknowledged 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:

See Attached Sheet

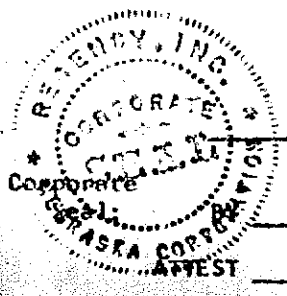
No buildings, improvements, or structures shall be placed in, on, over or across said easements by either signed, his or their successors and assigns without express approval of the City of Omaha. Any trees, grass, and shrubbery placed on said easement shall be maintained by Grantor(s), his or their 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
[Signature] Vice President
[Signature] Secretary
D. F. Evans

(Acknowledgment on reverse side hereof)

NOT 303 No. 92

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 3rd day of August, 1971, before me, the undersigned, a Notary Public in and for said County, personally came _____

R. S. Salyards Vice President of Regency, Inc.

a Nebraska Corporation, and _____

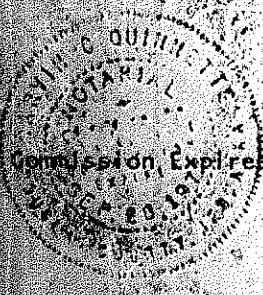
D. E. Evans, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as 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.

William C. Jewett
Notary Public

My Commission Expires _____

9-18-73



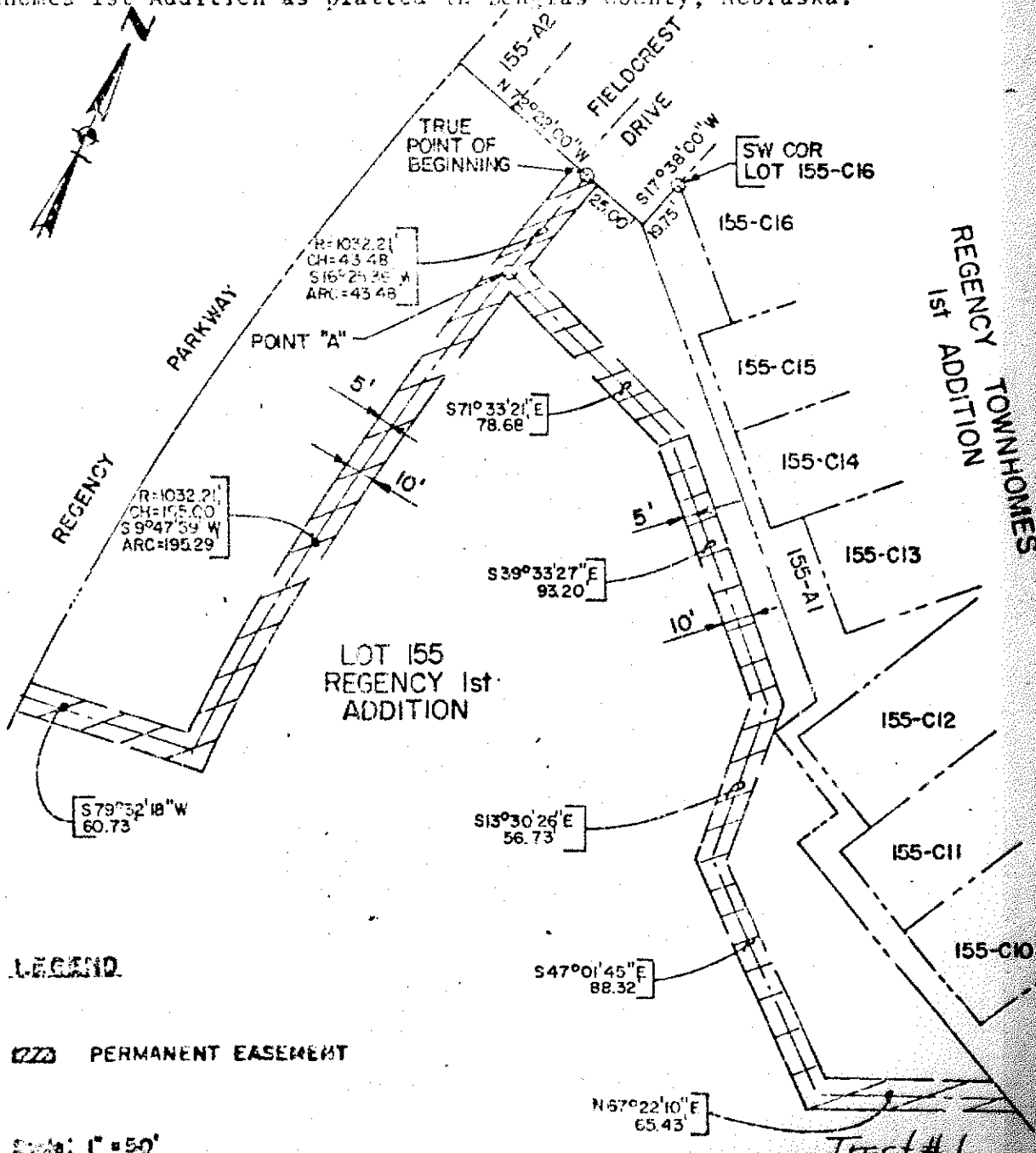
TRACT DESCRIPTION:

Lot 155, Regency 1st Addition, as surveyed, platted, and recorded in Douglas County, Nebraska.

EASEMENT DESCRIPTION:

A permanent easement 10 feet in width which is 5 feet either side of the center line described as follows:

Commencing at the southwesterly corner of Lot 155-C16, Regency Townhomes 1st Addition, as platted and recorded in Douglas County, Nebr., thence S17°38'00"W a distance of 19.75 feet to the southerly line of Regency Townhomes 1st Addition; thence N72°22'00"W a distance of 25 feet to the true point of beginning; thence along a curve to the left, said curve having a radius of 1032.21 feet, a long chord of 43.48 feet bearing S16°25'36"W, and an arc length of 43.48 feet to a point herein after referred to as point "A"; thence continuing along a curve to the left having a radius of 1032.21 feet, a long chord of 195.00 feet bearing S9°47'59"W, and an arc length of 195.29 feet; thence S79°32'18"W a distance of 60.73 feet to a point on the easterly right of way of Regency Parkway as platted in Regency 1st Addition. Also, beginning at point "A" thence S71°33'21"E a distance of 78.68 feet; thence S39°33'27"E a distance of 93.20 feet; thence S13°30'26"E a distance of 56.73 feet; thence S47°01'45"E a distance of 88.32 feet; thence N67°22'10"E a distance of 65.43 to a point on the southerly line of Lot 155-A1, Regency Townhomes 1st Addition as platted in Douglas County, Nebraska.



LEGEND

PERMANENT EASEMENT

Scale: 1" = 50'

1st DAY OF Sept 1971 M. G. HAROLD OSTLER, REGISTER OF DEEDS 925