

Return To: City of Omaha
Public Works Dept., St. 600
c/o Tim Phelan
1819 Farnam Str.
Omaha NE 68183

PROJECT NO. ST5197
TRACT NO. _____

PERMANENT SEWER EASEMENT

BOOK 1096 PAGE 701

KNOW ALL MEN BE THESE PRESENTS:

THAT Regency Retirement Residence of Omaha
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of ONE
AND NO/100 Dollars (\$ 1.00) and other valuable consideration, the receipt of
which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a
Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right
to construct, maintain and operate a STORM Sewer,
and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibits "A" and "B" attached

RECORDED
REGISTERED
DOCUMENTS SECTION
SEP 22 9 02 AM '93

B 27126 BK 1096 R 16-15-12 FB 0160000
CASH TYPE W/S PG 701-704 C/O COMP VP SCAN pm
FILE 20th OF W/S LEGL PG 703 MC FV
704

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled 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, or representative of the CITY and any of said construction and work.
4. That said GRANTOR 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 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.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 12th day of August A.D., 1993.

Regency Retirement Residence of Omaha
Name of Corporation

Corporate Seal

By ALLEN HAGER X

Allen Hager President

Attest CRAIG FRAUER X

Craig Frauer Secretary

INDIVIDUAL ACKNOWLEDGEMENT

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 _____

CORPORATE ACKNOWLEDGEMENT

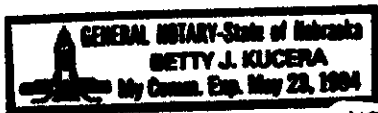
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 16 day of AUGUST, 1993, before me, the undersigned, a Notary Public in and for said County, personally came ALAN HAGER President of

a NEBRASKA Corporation, and GAIL FRASIER 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.



Betty J. Kucera
NOTARY PUBLIC

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

My Commission expires May 23, 1994

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FILE: 930782CK

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EXHIBIT "A"

That Part of the East Half of Section 16, Township 15 North, Range 12 East of the 6th p.m., Douglas County, Nebraska, described as follows:

Commencing at the East Quarter corner of said Section 16; thence South 00 04'07" East (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street, thence south 89 57'16" West on the North line of Nicholas Street and its Easterly and Westerly extension, 893.92 feet to the Point of Beginning; thence continuing South 89 57'16" West on the Westerly extension of the North line of Nicholas Street, 427.21 feet to the West line of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of said Section 16; thence North on the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.77 feet (measured) 510.00 feet (recorded); thence North 89 56'04" East 427.21 feet; thence South on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of said Section 16, 509.92 feet (measured), 510.00 feet (recorded) to the Point of Beginning.

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EXHIBIT "A"
BLOOMFIELD PROPERTY

That part of the East one-half of Section 16, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the East Quarter Corner of said Section 16; thence South 00 degrees 04'07"E (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street; thence S89 degrees 57'16"W, on the North line of Nicholas Street and its Easterly and Westerly extension, 468.60 feet to the point of beginning; thence continuing S89 57'16"W on the North line of Nicholas Street and its Westerly extension, 425.32 feet; thence North on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.92 feet (measured) 510.00 feet (recorded); thence North 89 degrees 56'04"E, 424.71 feet; thence South 00 degrees 04'07"E on a line 468.60 feet West of and parallel to the East line of said Section 16, 510.07 feet (measured) 510.00 feet (recorded) to the point of beginning, except the "Units" as that term is defined in the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Bloomfield Hill Professional Park, a Condominium dated September 17, 1985 recorded in Book 751 Page 656 et seq.

NE SE
SE NE

CJT109.06/06/26/92