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After recording return to:
Lee H. Hamann
McGrath, North, Mullin & Kratz, P.C.
1400 - One Central Park Plaza
Omaha, NE 68102

GEORGE J. P...
REGISTER...
DOUGLAS...



PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **REGENCY TOWNHOMES II ASSOCIATION**, a Nebraska non-profit corporation, hereinafter referred to as GRANTOR, whether one or more, being the owner in fee simple of Lot 416 Regency 6th Addition to the City of Omaha, Douglas County, Nebraska, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto DAN WITT BUILDERS, INC., a Nebraska corporation, and REGENCY PARK VISTA HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, hereinafter collectively referred to as GRANTEE, and to its successors and assigns, a non-exclusive easement for the right to construct, maintain and operate a sanitary sewer and appurtenant manholes reasonably necessary thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area").

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer; provided always that the rights granted herein shall not be exercised in such a way as to unreasonably interfere with the rights and easements heretofore granted and declared in that certain Declaration for Regency 6th Addition made October 24, 1978, and recorded in Miscellaneous Book 609 at Page 392 of the Douglas County Register of Deeds. GRANTOR shall have the absolute right to continue to use the Easement Area for any other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed, and provided Grantor shall not damage, obstruct or otherwise unreasonably interfere with Grantee's sewer and appurtenant manholes.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said Easement Area by either GRANTEE or GRANTOR, or their respective successors and assigns without express approval of the other parties hereto, which approval shall not be unreasonably withheld. Improvements which may be approved by the parties include landscaping, sidewalks, road, sewer connection or extension, street or parking area surfacing or pavement. Improvements and any trees, grass or shrubbery placed on said Easement Area by GRANTOR or GRANTEE shall be maintained by the party making the same and, its successors and assigns.
2. That GRANTEE will replace or rebuild any and all damage to trees, shrubs or improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said sewer.
3. That, should trenching or excavation be necessary for the installation, repair or replacement of said sewer, GRANTEE shall cause any trench or excavation made on said Easement Area to be properly refilled, re-seeded and the premises to be left in a neat and orderly condition, and shall properly protect against erosion within the easement area and the area adjacent thereto. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE in any of said construction work or maintenance. GRANTEE'S sanitary sewer line and appurtenant manholes shall be constructed in accordance with detailed engineering plans approved by GRANTOR, which approval shall not be unreasonably withheld.
4. That said GRANTOR for itself and its successors and assigns, does confirm with the said GRANTEE and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid,

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and that it and its successors and assigns, shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons claiming through GRANTOR, except as against easements, covenants and restrictions now of record. This easement runs with the land and is appurtenant to the real estate described in Exhibit "B" attached hereto.

5. The GRANTEE shall at all times construct, operate and maintain in a good, safe and workmanlike manner its sanitary sewer and appurtenances thereto and shall indemnify and hold harmless the GRANTOR for any loss, damage or injury resulting from the GRANTEE's failure to timely do so.

6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein. GRANTEE shall have the right to assign any or all of its rights under this easement to the City of Omaha, Nebraska, a municipal corporation.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 24th day of October, 1996.

REGENCY TOWNHOMES II ASSOCIATION,
a Nebraska non-profit corporation, GRANTOR

By: Matsolonia Myers
Title: President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 24 day of October, 1996, before me, the undersigned, a Notary Public in and for said County, personally came Matsolonia Myers, as President of **REGENCY TOWNHOMES II ASSOCIATION**, a Nebraska non-profit corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said association.

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

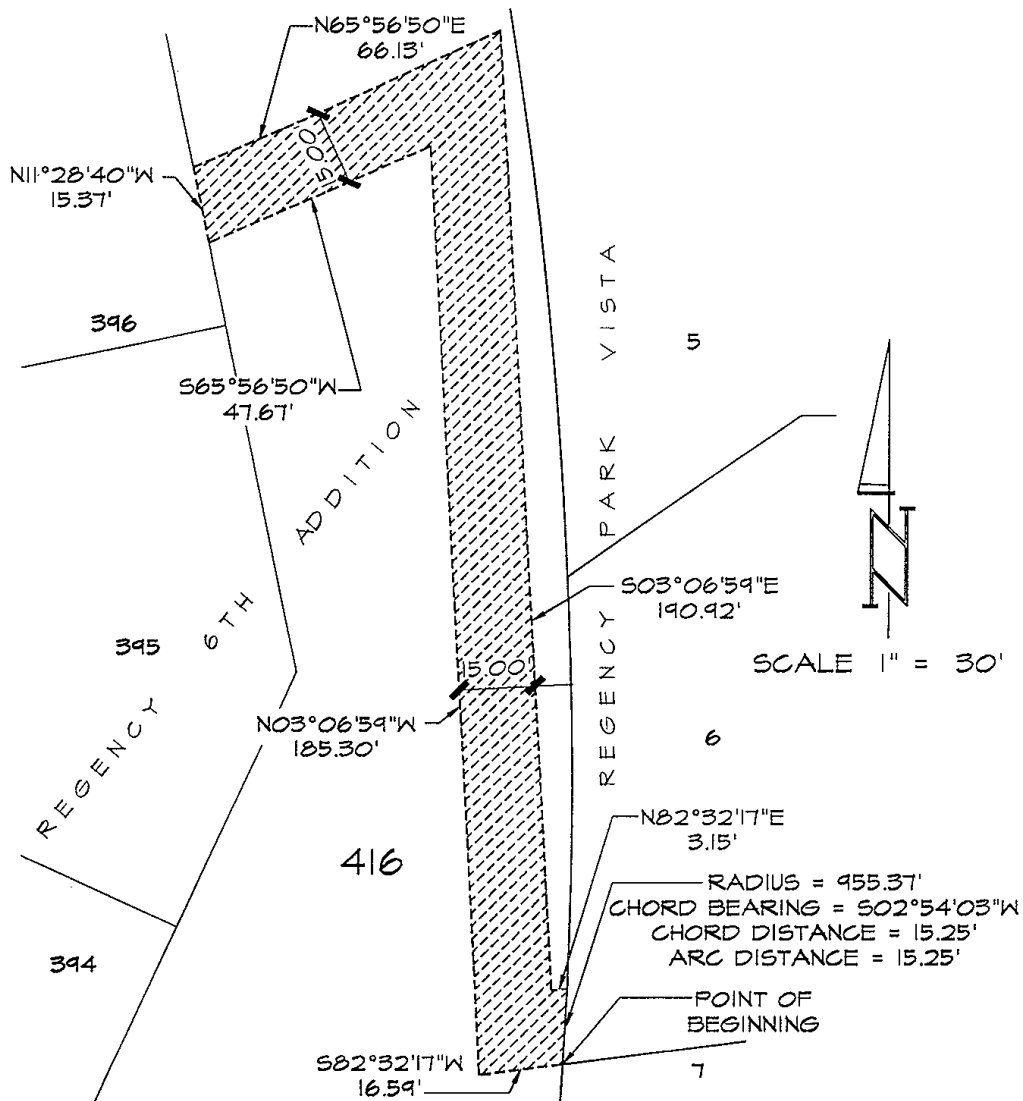


Debra S. Koseluk
Notary Public

My commission expires: Dec. 31, 1998

Exhibit "A"
 (To Permanent Sanitary Sewer Easement - Regency Townhomes)

Easement Area



LEGAL DESCRIPTION

THAT PART OF LOT 416, REGENCY 6TH ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 6, REGENCY PARK VISTA, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLAS COUNTY; THENCE S82°32'17"W (ASSUMED BEARING) 16.59 FEET ON THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 6; THENCE N03°06'59"W 185.30 FEET; THENCE S65°56'50"W 47.67 FEET TO A POINT ON THE EASTERLY LINE OF LOT 396, SAID REGENCY 6TH ADDITION; THENCE N11°28'40"W 15.37 FEET ON THE EASTERLY LINE OF SAID LOT 396; THENCE N65°56'50"E 66.13 FEET; THENCE S03°06'59"E 190.92 FEET; THENCE N82°32'17"E 3.15 FEET ON A LINE 15.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 6 AND ITS WESTERLY EXTENSION; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID LOT 6 AND ON A NONTANGENT 955.37 FOOT RADIUS, CURVE TO THE RIGHT, CHORD BEARING S02°54'03"W, CHORD DISTANCE 15.25 FEET, AN ARC DISTANCE OF 15.25 FEET TO THE POINT OF BEGINNING.

DAN WITT BUILDERS, INC. TD2 FILE NO. 620-112-EB DATE: OCTOBER 10, 1996
 THOMPSON DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Exhibit "B"
(To Permanent Sanitary Sewer Easement - Regency Townhomes)

Legal Description

Lots 1 through 14 and Outlot A, Regency Park Vista, a subdivision in Douglas County, Nebraska.