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Nov 1 4 19 PM '96

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

GEORGE J. ...
REGISTERED ...
DOUGLAS C.



PERMANENT STORM 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 storm sewer and drainage and appurtenant manholes and inlets 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 and the associated storm drainage; 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 and inlets.

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** storm sewer line and appurtenant manholes and inlets 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

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property and that it has the right to grant and convey this easement in the manner and form aforesaid, 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 storm sewer and drainage 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.

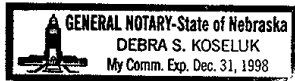
REGENCY TOWNHOMES II ASSOCIATION,
a Nebraska non-profit corporation, GRANTOR

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.

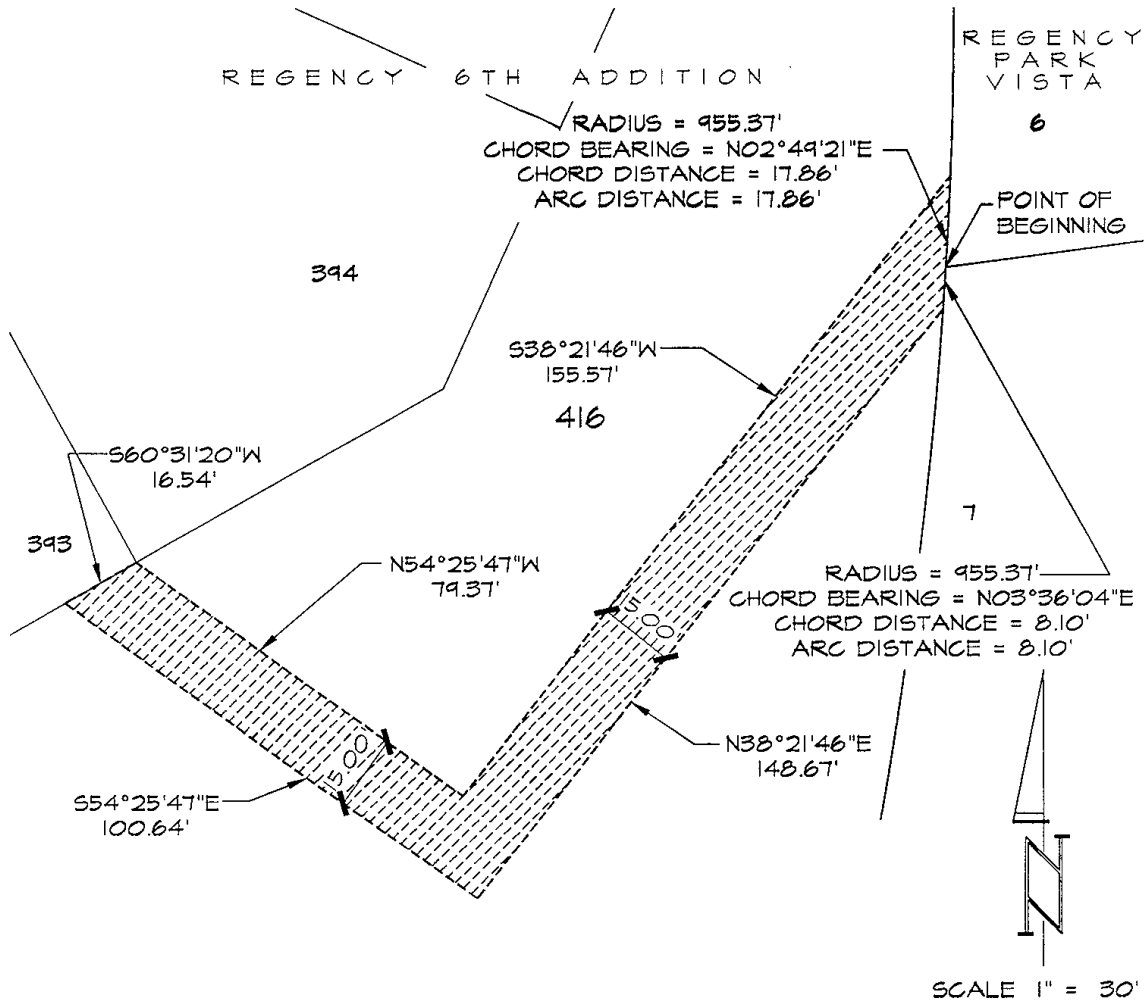


Debra S. Koseluk
Notary Public

My commission expires: Dec. 31, 1998

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

Easement Area



LEGAL DESCRIPTION

51-32690

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 NORTHEASTERLY ON THE WESTERLY LINE OF SAID LOT 6 AND ON A 955.37 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N02°49'21"E (ASSUMED BEARING), CHORD DISTANCE 17.86 FEET AN ARC DISTANCE OF 17.86 FEET; THENCE S38°21'46"W 155.57 FEET ON A NONTANGENT LINE; THENCE N54°25'47"W 79.37 FEET TO THE SOUTHEASTERLY CORNER OF LOT 393, SAID REGENCY 6TH ADDITION; THENCE S60°31'20"W 16.54 FEET ON THE SOUTHERLY LINE OF SAID LOT 393; THENCE S54°25'47"E 100.64 FEET; THENCE N38°21'46"E 148.67 FEET; THENCE NORTHEASTERLY ON THE WESTERLY LINE LOT 7, SAID REGENCY PARK VISTA, AND ON NONTANGENT 955.37 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N03°36'04"E, CHORD DISTANCE 8.10 FEET AN ARC DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.

DAN WITT BUILDERS, INC.

TD2 FILE NO. 620-112-E10

DATE: JULY 15, 1996

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

Exhibit "B"

(To Permanent Storm Sewer Easement - Regency Townhomes)

Legal Description

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