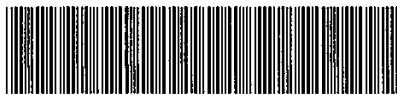




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Date
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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PERPETUAL GATE EASEMENT

DAN WITT BUILDERS, INC., a Nebraska corporation ("Grantor"), owner of the following described real estate:

Outlot A, Regency Park Vista, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

(the "Common Lot"), for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto REGENCY PARK VISTA HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and its successors and assigns ("Grantee"), for the benefit of Grantee and the record owners in fee simple of Lots 1 through 14, inclusive, and Outlot A, in Regency Park Vista, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (the "Subdivision"), a perpetual easement and right-of-way to construct, install, operate, maintain, inspect, repair, replace and renew pillars, gates, fences, underground utility services and related facilities as may be desired by Grantee (the "Gate") as required by Grantee from time to time to serve the Subdivision (the "Easement").

This Easement and right-of-way is made subject to the following conditions:

1. The cost of constructing, installing, operating, maintaining, inspecting, repairing, replacing and renewing the Gate shall be at the sole expense of Grantee. Grantee shall be permitted in the exercise of its rights to temporarily disturb the surface of the Common Lot; however, after Grantee has completed such work on the Gate, Grantee shall at its own expense restore the Common Lot (including any landscaping and yard irrigation) to the condition in which it existed immediately prior to such disturbance. Any work done by Grantee or its contractors on the Common Lot pursuant to its rights granted hereunder shall be performed in a good and workmanlike manner and shall be pursued diligently to completion.
2. Grantee shall have such right of ingress and egress across the Common Lot as is reasonably necessary to exercise its rights hereunder.
3. Grantor reserves the right to use or grant such other easements within the Common Lot as do not unreasonably interfere with Grantee's rights hereunder.
4. This Easement shall be perpetual. Any delay by Grantee in constructing the Gate on the Common Lot shall not be deemed to be an abandonment of the Easement.

RETURN: Lee H Naman
1400 One Central Park Plaza 17
68102

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