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RICHARD N. TAKECHI REGISTER OF DEEDS DOUGLAS COUNTY, NE 99 FEB -8 PM 4:25 RECEIVED

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 (
on	the	Common	Lot	shall	not	be	deemed	to	be	an	abandonment	of	the	Easement.	, Aı	ny
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abandonment or relinquishment of the Easement by Grantee only shall be effective if it is in writing, signed by Grantee, and recorded in the real estate records of Douglas County, Nebraska.

5. This Easement is appurtenant to the Subdivision and shall run with the land. This Easement shall be for the benefit of and binding upon the heirs, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivered this Easement on this day of February, 1999.

DAN WITT BUILDERS, INC., a Nebraska corporation, Grantor

Daniel N. Witt, President

STATE OF NEBRASKA

) ss

COUNTY OF DOUGLAS

On this day of February, 1999, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Daniel N. Witt, President of Dan Witt Builders, Inc., to me personally known to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

GENERAL NOTARY-State of Nebraska LISA A. MENDOZA My Comm. Exp. 4-1-201 Notary Public