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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 SEP -4 PM 4: 00

RECEIVED

RETURN: Robert W. Biecke Esq.
500 Energy Plz.

FOR RECORDING PURPOSES

NE 68102

PERMANENT SANITARY SEWER EASEMENT

THE PERSONAL TOUCH, INC., a Nebraska corporation ("Grantor"), as the owner of the following described real estate:

That part of the Northwest Quarter of the Northwest Quarter (NW¹/₄NW¹/₄) of Section 23, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Beginning at a point where the North line of Beverly Hills Addition intercepts the right-of-way taken for Highway 30-A; thence Westerly, along the North line of Beverly Hills Addition, a distance of 215.5 feet; thence at an angle of 90° to the right, a distance of 100 feet, more or less, to the South line of the right-of-way of Nebraska State Highway 30-A; thence Southeasterly, along said South line of highway right-of-way, a distance of 237.5 feet, more or less, to the Place of Beginning (the "Grantor Real Estate"),

23-15-12

for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to CHILDREN'S HOSPITAL ("Grantee"), as the owner of the following described real estate:

All of Lots 11, 12, 13 and 14, and all of Lot 15, except the West 17 feet thereof, in Block 1, Beverley Hills, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska (the "Grantee Real Estate"),

and Grantee's successors and assigns, as an easement appurtenant to the Grantee Real Estate, a ten foot wide permanent perpetual easement with rights of ingress and egress thereto, over and through that part of the Grantor Real Estate more particularly described as "10' Permanent Easement" and depicted on Exhibit "A" attached hereto (the "Easement Area") for the purpose of constructing, operating, maintaining, repairing, and replacing a sanitary sewer system.

Grantor covenants and agrees that no buildings, structures or other improvements will be constructed upon the Easement Area; provided, Grantor shall have the right to use the Easement Area for access and paved parking purposes.

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BKP 15-35 C/O 49-103620 COMP VP
DEL 23-15-12 SCAN AL FV VP

Grantee covenants and agrees that any damage to the Easement Area (including the parking lot, sidewalk and other paved areas) caused by Grantee in connection with its use of the Easement Area shall be repaired and restored to its former condition at the sole cost of Grantee.

By accepting and recording this Permanent Sanitary Sewer Easement, Grantor and Grantee agree that Grantor, and any subsequent owner of the Grantor Real Estate, shall have the right to connect to the sanitary sewer system at Grantor's (or such subsequent owner's) sole cost and expense without the payment of any connection fee or charge to Grantee.

Grantor represents that it is the lawful owner of the Grantor Real Estate and that it is free from liens, that it has good and lawful authority to make the within grant of permanent easement, and that it will warrant and defend the same against the claims of all persons asserting any right, title or interest contrary to the within grant of permanent easement.

This Permanent Sanitary Sewer Easement shall run with the land and shall be binding upon Grantor and all subsequent owners of the Grantor Real Estate and inure to the benefit of Grantee and all subsequent owners of the Grantee Real Estate.

Dated: 8/21/98

THE PERSONAL TOUCH, INC., a Nebraska corporation

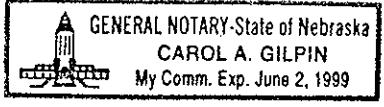
By *Carolyn Lewis*
Title: President

STATE OF Nebraska
COUNTY OF Douglas) ss.

On this 28 day of August, 1998, before me, a notary public in and for said county and state, personally came *Carolyn Lewis, President* of THE PERSONAL TOUCH, INC., a Nebraska corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]

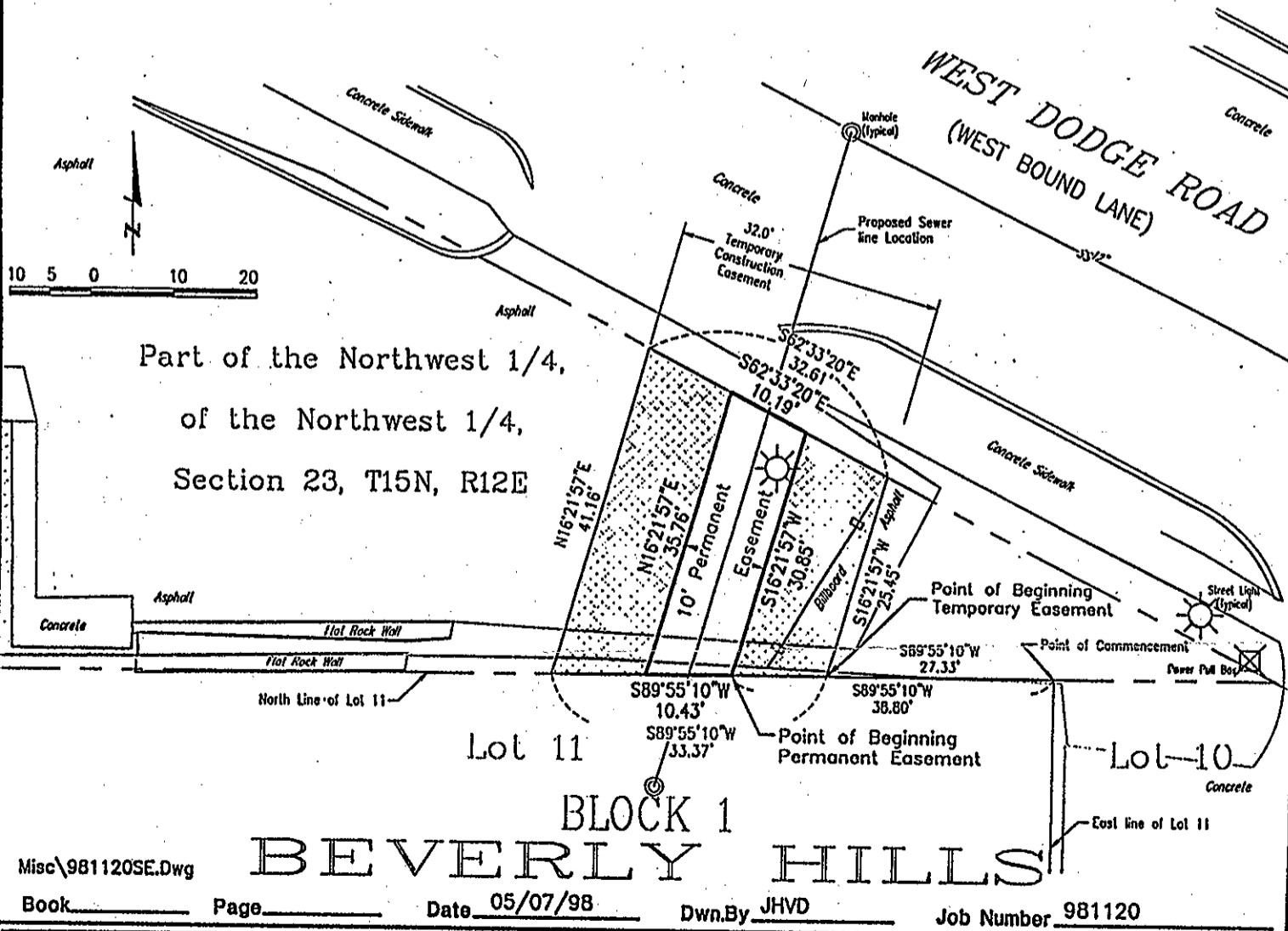


Carol A. Gilpin
Notary Public

LEGAL DESCRIPTION

A 10' Permanent Easement over that part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of Lot 11, Block 1, BEVERLY HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 89°55'10" West (assumed bearings) for 38.80 feet along the north line of said Lot 1 to the Point of Beginning; Thence South 89°55'10" West for 10.43 feet along the north line of said Lot 1; Thence North 16°21'57" East for 35.76 feet to the south right of way line of West Dodge Road; Thence South 62°33'20" East for 10.19 feet along said south right of way; Thence South 16°21'57" West for 30.85 feet to the Point of Beginning. Contains 333 square feet.



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BEVERLY HILLS

Book _____ Page _____ Date 05/07/98 Dwn.By JHVD Job Number 981120



lamp, rynearson & associates, inc.
engineers surveyors planners

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