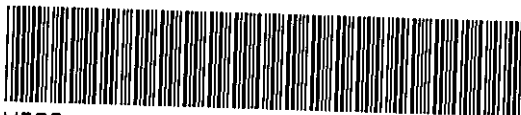


BK 1357 PG 468-471



MISC 2000 15092

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 NOV -7 AM 11:52

RECEIVED

AFTER RECORDING, RETURN TO: Daniel B. Kinnamon, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Omaha, NE 68114
(Space Above This Line for Recording Data)

PERMANENT EASEMENT

This Permanent Easement Agreement is made and entered into this 2nd day of November, 2000, by and between THC, INC., a Nebraska nonprofit corporation (hereinafter "THC") and LAKESIDE HILLS ASSOCIATION, INC., a Nebraska nonprofit corporation (hereinafter "Lakeside").

PRELIMINARY STATEMENT

THC is the present owner of Lots 3 and 21, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "THC Property"). Lakeside is the present owner of Outlot 1, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and has constructed a concrete roadway on Outlot 1, a portion of which encroaches on a portion of the southeast corner of Lot 21 and the northeast corner of Lot 3 which encroachment area is more particularly shown and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Encroachment Area").

Lakeside has requested an exclusive permanent easement to permanently maintain within the Encroachment Area the existing concrete pavement in consideration for its agreement to permanently repair and maintain the improvements within the Encroachment Area and to indemnify and hold harmless THC and any subsequent owners of the THC Property from and against any and all claims arising from the use, repair and maintenance of the Encroachment Area by Lakeside and its employees, agents, independent contractors, invitees, successors, transferees and assigns. THC agrees to grant to Lakeside a permanent easement over the Encroachment Area described on Exhibit "A" upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THC and Lakeside agree as follows:

H:\KLS\DBK\THC\G&S\THC_Ease_Lot21.wpd
October 27, 2000

misc 4/3 *MI-21555*
FEE 21 FB _____
BKP _____ C/O _____ COMP *MB*
DEL _____ SCAN OL FV _____

000-3748 35

1. **THC Grant of Easement:** THC grants to Lakeside an exclusive permanent easement over and upon the Encroachment Area described on Exhibit "A" for the purpose of permanently situating thereon a concrete roadway and for ingress and egress over and upon such Encroachment Area for its use, repair and maintenance of the improvements thereon. This Easement is for the benefit of Lakeside and its respective tenants, employees, agents, independent contractors, invitees, successors, transferees and assigns.

2. **Nonobstruction of Encroachment Area:** The parties agree that there shall be free and unimpeded access through and over the Encroachment Area and that no sign, hedge, or other plant materials, fence, wall, barrier or other obstruction will be constructed or permitted within the Encroachment Area except as may be permitted by Lakeside in its sole discretion. THC and any subsequent owners of the THC Property agree and covenant to take such action as may be reasonable to keep from interfering, in any manner, with the passage of vehicles and/or pedestrians on, over and within the Encroachment Area.

3. **Repair and Maintenance of Encroachment Area:** Lakeside has installed and constructed within the Encroachment Area a concrete roadway which improvements shall be permanently situated within the Encroachment Area. Lakeside shall continually keep, repair and maintain all of the improvements within the Encroachment Area in good order and repair at its sole cost and expense.

4. **Liability for Claims and Indemnification:** Lakeside shall have exclusive possession and control of the Encroachment Area and shall be solely responsible for any and all claims, suits, liabilities, actions and proceedings that may be asserted regarding the Encroachment Area and its use or repair and maintenance thereof by Lakeside, and its employees, agents, contractors, invitees, successors, transferees and assigns and shall indemnify and hold harmless THC and any subsequent owners or transferees of the THC Property from and against any and all claims, suits, liabilities, actions, proceedings, damages, judgments, costs and expenses that may at any time be asserted by any party arising out of or relating to the use or repair and maintenance of the Encroachment Area by Lakeside, and its employees, agents, contractors, invitees, successors, transferees and assigns.

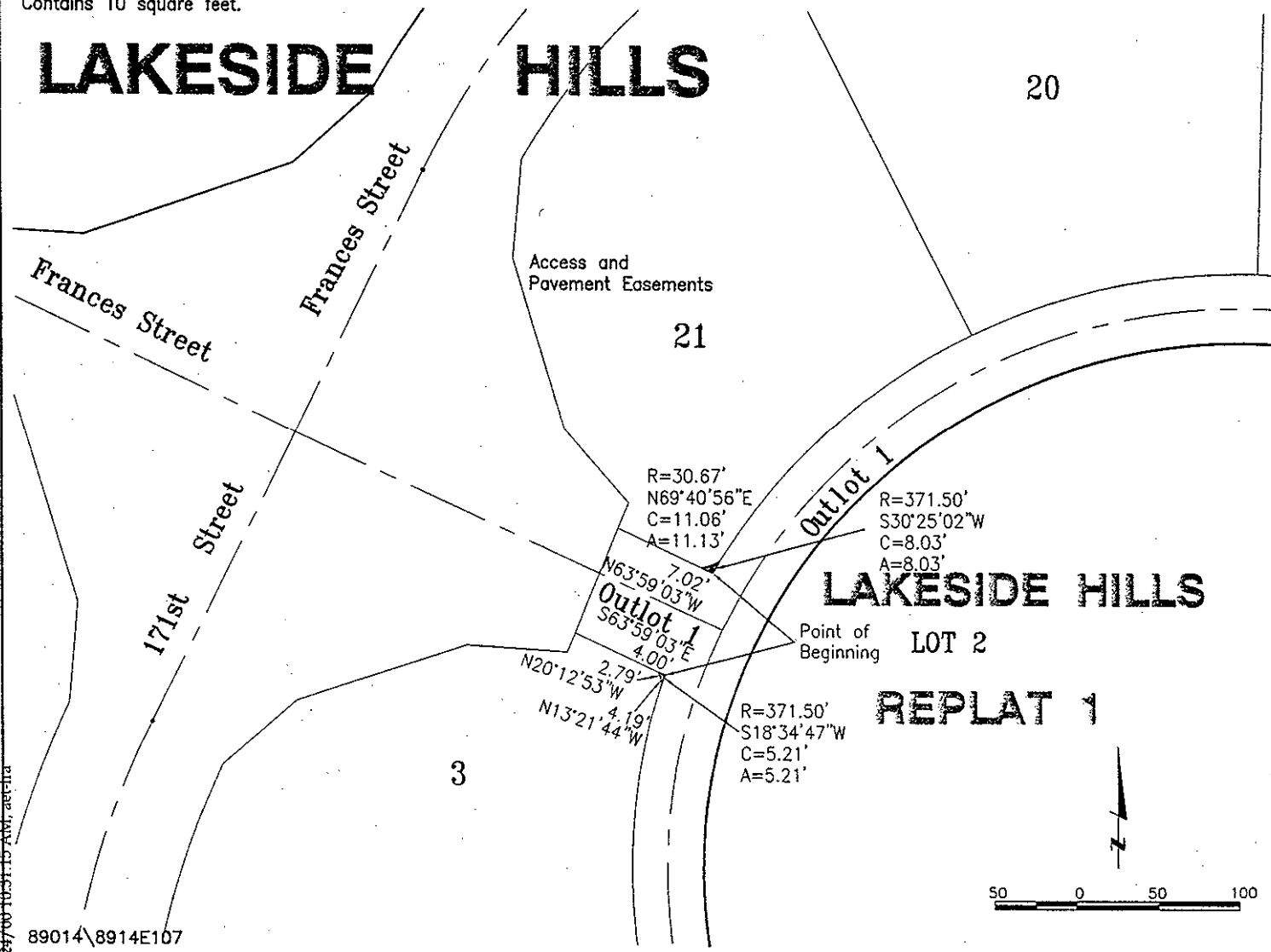
5. **Parties Bound Hereunder:** This Agreement and the easements, covenants, conditions and restrictions set forth herein granted and the rights and obligations pertaining thereto shall each perpetually run with the land, inure to the benefit of and be binding upon the parties hereto the subsequent owners or transferees of the THC Property and each of the parties hereto respective invitees, licensees, employees, servants, agents, customers, visitors, heirs, personal representatives, successors, transferees and assigns, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect.

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of pavement and for ingress and egress over that part of Lot 21, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; described as follows:
 Beginning at the southeast corner of said Lot 21;
 Thence North 63°59'03" West (bearings referenced to the Final Plat of LAKESIDE HILLS) for 7.02 feet along the south line of said Lot 21;
 Thence along a curve to the left (having a radius of 30.67 feet and a long chord bearing North 69°40'56" East for 11.06 feet) for an arc length of 11.13 feet to the east line of said Lot 21;
 Thence along a curve to the left (having a radius of 371.50 feet and a long chord bearing South 30°25'02" West for 8.03 feet) for an arc length of 8.03 feet along the east line of said Lot 21 to the Point of Beginning.
 Contains 24 square feet.

AND

A permanent easement for the construction and maintenance of pavement and for ingress and egress over that part of Lot 3, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
 Beginning at the northeast corner of said Lot 3;
 Thence along a curve to the left (having a radius of 371.50 feet and a long chord bearing South 18°34'47" West (bearings referenced to the Final Plat of LAKESIDE HILLS) for 5.21 feet) for an arc length of 5.21 feet along the east line of said Lot 3;
 Thence North 13°21'44" West for 4.19 feet;
 Thence North 20°12'53" West for 2.79 feet to the north line of said Lot 3;
 Thence South 63°59'03" East for 4.00 feet to the Point of Beginning.
 Contains 10 square feet.



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lamp, ryneerson & associates, inc.
 engineers surveyors planners

14710 west dodge road, suite 100
 omaha, nebraska 68154-2029

EXHIBIT "A"

ph 402-498-2498
 fax 402-498-2730

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