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RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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917-1294

This instrument after recording  
to be returned to:

John G. Bachman  
GAINES, MULLEN, PANSING  
& HOGAN  
10050 Regency Circle, Suite 200  
Omaha, NE 68114

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## PERMANENT INGRESS AND EGRESS ACCESS EASEMENT

THIS PERMANENT INGRESS AND EGRESS ACCESS EASEMENT is made and entered into this 30<sup>th</sup> day of December, 1997 by and between THC, INC., a Nebraska nonprofit corporation (hereinafter "THC") and LAKESIDE HILLS PARTNERSHIP, L.L.P., a Nebraska limited liability partnership (hereinafter "Lakeside").

### PRELIMINARY STATEMENT

THC is the present owner of Lot 8, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "THC Property"). Lakeside is the present owner of Lot 9, Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Lakeside Property").

Lakeside has requested a permanent ingress and egress access easement to locate a driveway on the THC Property, the location of the easement area is shown on Exhibit "A" attached hereto and incorporated herein by this reference. THC agrees to grant to Lakeside a nonexclusive permanent ingress and egress access easement over the property described on Exhibit "A" upon the terms and conditions set forth herein.

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:

1. Grant of Easement. THC grants to Lakeside a nonexclusive permanent easement over and upon the property described on Exhibit "A" for the purpose of vehicular and pedestrian ingress and egress to and from the Lakeside Property (the "Driveway Easement"). This Easement is for the benefit of Lakeside and THC, their tenants, employees, agents, independent contractors, invitees, successors, transferees and assigns. THC and its transferees, successors and assigns may use the Driveway Easement for access, ingress and egress to the THC Property.

2. Nonobstruction. The parties agree that there shall be free and unimpeded access through and over the Driveway Easement and that no hedge, fence, wall or similar barrier will be constructed within the Driveway Easement except for: (i) curbing installed and intended to assist reasonably with traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent a dedication to the public use. THC and Lakeside and all subsequent owner(s) of the THC Property and the Lakeside

Property agree and covenant to take such action as may be reasonable to keep from interfering with the passage of vehicles and/or pedestrians on and over the Driveway Easement.

3. Construction and Maintenance. Lakeside shall construct the driveway and related improvements to be located on the Driveway Easement at its sole cost and expense without reimbursement or contribution from THC or subsequent owner(s) of the THC Property. Lakeside shall continually keep, repair and maintain the Driveway Easement in good order and repair, at its sole cost and expense. Such repair and maintenance shall include, without limitation, resurfacing, replacement, striping, signing, cleaning and removal of snow and ice. At such time as construction is initiated with respect to a permanent building on the THC Property, THC or its successors, transferees, and assigns shall agree to pay to Lakeside one-half (½) of the future costs of such repair and maintenance of the Driveway Easement. Such reimbursement to Lakeside shall be made from time to time promptly upon presentation of appropriate invoices from Lakeside.

4. Removal of Curbing. THC or any subsequent owner(s) of the THC Property, and each of their respective successors, transferees and assigns shall have the right, at its expense, to remove all or any portion of the curbing installed within the Driveway Easement to facilitate its landscaping, building and improvement plans on the THC Property and to install paving to connect to the driveway installed by Lakeside within the Driveway Easement so that it will have unrestricted ingress and egress access to the Driveway Easement from the THC Property at any location or locations it selects in its sole discretion.

5. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication of any portion of the property within the Driveway Easement to the general public or for the benefit of the general public, or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

6. Parties Bound Hereunder; Release of Liability. 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 owner(s) of the THC Property and the Lakeside Property and each of their 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. In the event any present or future owner of the THC Property and the Lakeside Property shall convey their interest(s) therein, such owner so conveying such lot shall be automatically freed and relieved, from and after the date of the recording of a conveyance of such lot of all liabilities for future performance of any agreements, duties, and obligations on the part of such owner which is required by this Agreement to thereafter be performed with respect to such lot so conveyed; it being intended hereby that all the agreements, duties, obligations, and liabilities contained in this Agreement shall be binding on the owner(s) of the lots and any

subsequent owner(s) of the lots only as to that owner's period of ownership, and that each such conveying owner(s) shall remain liable after the date of recording of such conveyance only for any liabilities herein, if any, which have arisen or accrued prior to such date of conveyance.

EXECUTED the day and year first above written.

THC, Inc., a Nebraska nonprofit corporation

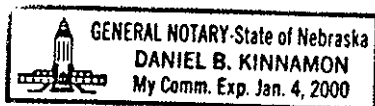
By: Joseph P. Laferla  
Joseph P. Laferla, Its President

LAKESIDE HILLS PARTNERSHIP, L.L.P.,  
a Nebraska limited liability partnership

By: Edward R. Young  
Name: EDWARD R. YOUNG  
Its: Partner

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

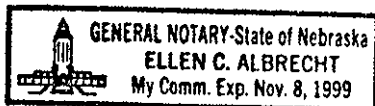
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1997, by Joseph P. Laferla, President of THC, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1997, by Edward R. Young, Partner of LAKESIDE HILLS PARTNERSHIP, L.L.P., a Nebraska limited liability partnership, on behalf of the partnership.



Ellen C. Albrecht  
Notary Public

# Exhibit "A"

## LEGAL DESCRIPTION

A permanent easement for ingress and egress over that part of Lot 8, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

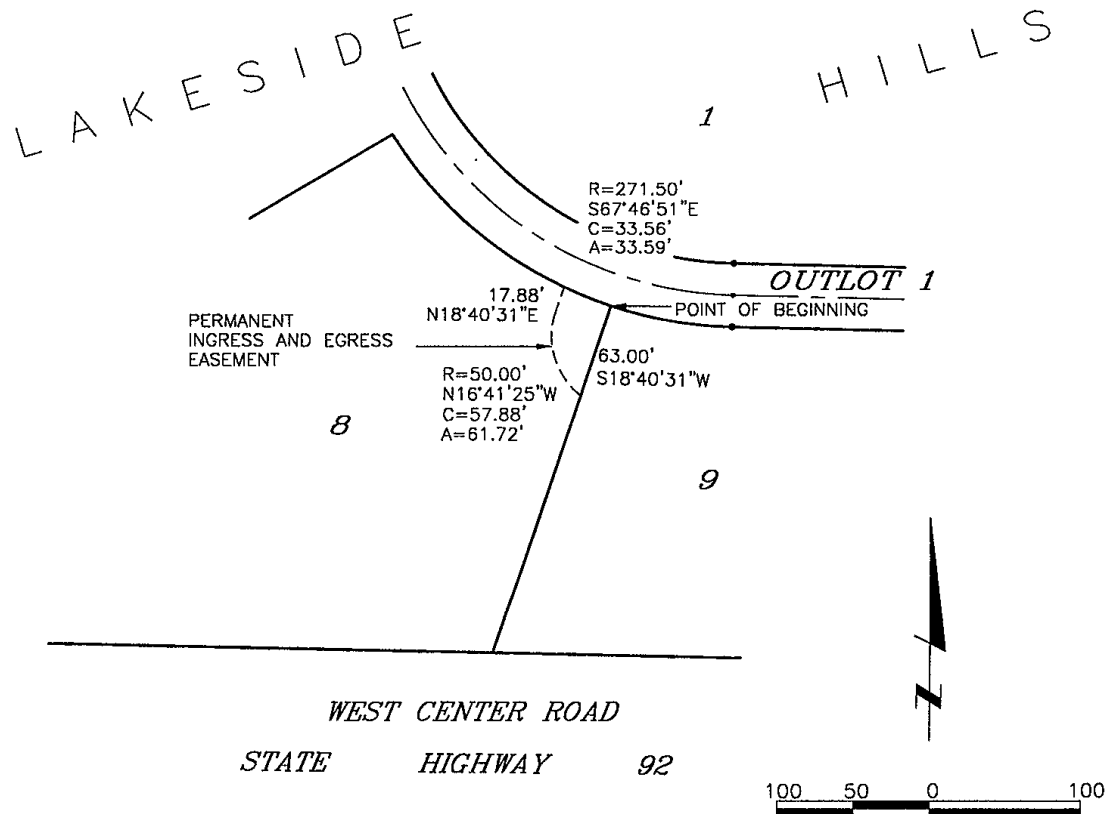
Beginning at the northeast corner of said Lot 8;  
Thence South 18°40'31" West (bearings referenced to the Final Plat of LAKESIDE HILLS) for 63.00 feet  
along the east line of said Lot 8;

Thence along a curve to the right (having a radius of 50.00 feet and a long chord bearing North  
16°41'25" West for 57.88 feet) for an arc length of 61.72 feet;

Thence North 18°40'31" East for 17.88 feet to the north line of said Lot 8;

Thence along a curve to the left (having a radius of 271.50 feet and a long chord bearing South  
67°46'51" East for 33.56 feet) for an arc length of 33.59 feet along said north line to the Point of  
Beginning.

Contains 1706 square feet.



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Book \_\_\_\_\_ Page \_\_\_\_\_ Date NOV. 4, 1997 Dwn.By AET Job Number 00010.00-971230



**lamp, ryneason & 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