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3 GAINES, MULLEN, PANSING & HOGAN  
10050 REGENCY CIRCLE, SUITE 200  
OMAHA, NEBRASKA 68114

SEP 29 9 52 AM '93

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FEE 26<sup>00</sup> OF Wisc LEGL PG MC FV

**COMMUNAL SEPTIC SYSTEM AND SANITARY  
LATERAL FIELD RESERVE AREA EASEMENT AGREEMENT**

This Communal Septic System and Sanitary Lateral Field Reserve Area Easement Agreement is made as of this 29<sup>th</sup> day of September, 1993, by and between WILLIAM H. FLEMING, a single person (herein the "Declarant"), L & B DEVELOPMENT COMPANY, a Nebraska corporation (herein "L & B Development"), and LAKEMONT HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (herein the "Association").

PRELIMINARY STATEMENT

Declarant is the owner of certain real property legally described as:

Lots 1 through 12, inclusive, in Lakemont, a Subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot". Declarant anticipates the sale of the Lots to persons who will construct and maintain a single family residence on each Lot.

The Declarant and L & B Development propose to construct a communal septic system for waste water treatment in connection with the development of the Lakemont subdivision (herein the "Communal Septic System"). The Communal Septic System will be constructed for the use and benefit of the owners of the Lots. The lift station, dosing tank and other facilities for the Communal Septic System will be constructed and maintained on Lot 12 (herein the "Communal Septic System Facilities"), and a sanitary lateral field reserve area for the Communal Septic System will be maintained on part of Lot 11. Declarant desires to impose an easement on all of Lot 12 to enable Declarant, L & B Development, the Association and the owners of the Lots to construct, operate, maintain, repair, replace, remove, and utilize the Communal Septic System and Communal Septic System Facilities. Declarant further desires to impose an easement on part of Lot 11 to enable Declarant, L & B Development, the Association, and the owners of the Lots, to maintain and utilize part of Lot 11 as a sanitary lateral field reserve area for the Communal Septic System.

NOW, THEREFORE, the Declarant hereby declares that Lot 11 and Lot 12 be held, and conveyed subject to the following easements and covenants which shall run with Lot 11, Lot 12 and the Lots, and shall be binding upon all parties having or acquiring any right, title, or interest to Lot 11, Lot 12, or the Lots, and in consideration of the easements, covenants and agreements herein, the parties hereto agree as follows:

1. Declarant hereby reserves and grants to itself, L & B Development, the Association, and the owners of the Lots, and their respective successors and assigns, a perpetual easement for the construction, operation, maintenance, repair, replacement, removal and utilization of the Communal Septic System and Communal Septic System Facilities (herein the "Communal Septic System Easement"),

on, along, and under all of Lot 12 (herein the "Communal Septic System Easement Area").

2. Declarant hereby reserves and grants to itself, L & B Development, the Association, and the owners of the Lots, and their respective successors and assigns, a perpetual easement for the maintenance and use as a sanitary lateral field reserve area for the Communal Septic System, including all purposes which may be incident thereto (herein the "Reserve Area Easement"), on, along and under that part of Lot 11 as pictorially illustrated on Exhibit "A" attached hereto (herein the "Reserve Area Easement Area").

3. The Declarant and L & B Development shall bear all costs and expense for the initial construction of the Communal Septic System Facilities. Neither Declarant nor L & B Development shall have any liability of any nature for the Communal Septic System or Communal Septic System Facilities after initial construction including, but not limited to, liability arising from improper or defective construction or design and costs or expenses to remedy the same. From and after completion of the Communal Septic System Facilities, the Association shall, at its sole expense, operate, maintain, repair, replace, and remove the Communal Septic System Facilities as may be necessary or appropriate from time to time. Declarant, L & B Development, the Association, and respective their agents and contractors, shall be allowed to come upon Lot 11 and Lot 12 as may be necessary to construct, operate, maintain, repair, replace or remove the Communal Septic System Facilities.

4. At such time as the Association determines that it is feasible to connect the sanitary sewer system benefitting the Lots to the Omaha Municipal Sewer System, the Association shall take such actions as may be necessary or appropriate to connect the sewer system with said Omaha Municipal Sewer System. After connection with the Omaha Municipal Sewer System has been completed, the Association, at its expense, shall thereafter promptly remove all such portions of the Communal Septic System Facilities which are not necessary for the continued operation of the sanitary sewer system benefitting the Lots and shall take such actions and make such repairs as may be necessary or appropriate to place Lot 11 and Lot 12 in the condition in which they existed prior to construction of the Communal Septic System Facilities.

5. The Communal Septic System Easement and Reserve Area Easement shall terminate without further action of any person or entity at such time as the sewer system servicing the Lots is connected to the Omaha Municipal Sewer System and the Association has completed each and all of its duties and obligations under Paragraph 4 of this Declaration.

6. The Communal Septic System Easement and Reserve Area Easement shall each run with the land, inure to the benefit of, and be binding upon, the Declarant, L & B Development, the Association, the owners of the Lots, and the owners of Lot 11 and Lot 12, and each of their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Communal Septic System and Sanitary Lateral Field Reserve Area Easement Agreement as of the date and year first above written.

DECLARANT:

  
\_\_\_\_\_  
William H. Fleming

L & B DEVELOPMENT COMPANY, a Nebraska corporation

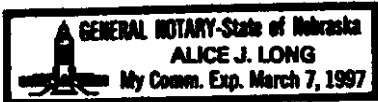
By:   
\_\_\_\_\_  
William H. Fleming, President

LAKEMONT HOMEOWNERS ASSOCIATION, a  
Nebraska not-for-profit corporation

By: *William H. Fleming*  
William H. Fleming, President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Acknowledged this 24 day of September, 1993, before me, a notary public  
in and for said county and state, by William H. Fleming, a single person.



*Alice J. Long*  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Acknowledged this 24 day of September, 1993, before me, a notary public  
in and for said county and state, by William H. Fleming, President of L & B  
Development Company, a Nebraska corporation, on behalf of said Corporation.

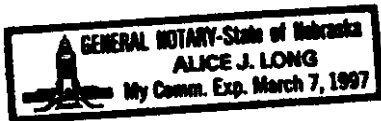


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STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Acknowledged this 24 day of September, 1993, before me, a notary public  
in and for said county and state, by William H. Fleming, President of Lakemont  
Homeowners Association, a Nebraska not-for-profit corporation, on behalf of said  
Corporation.



*Alice J. Long*  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

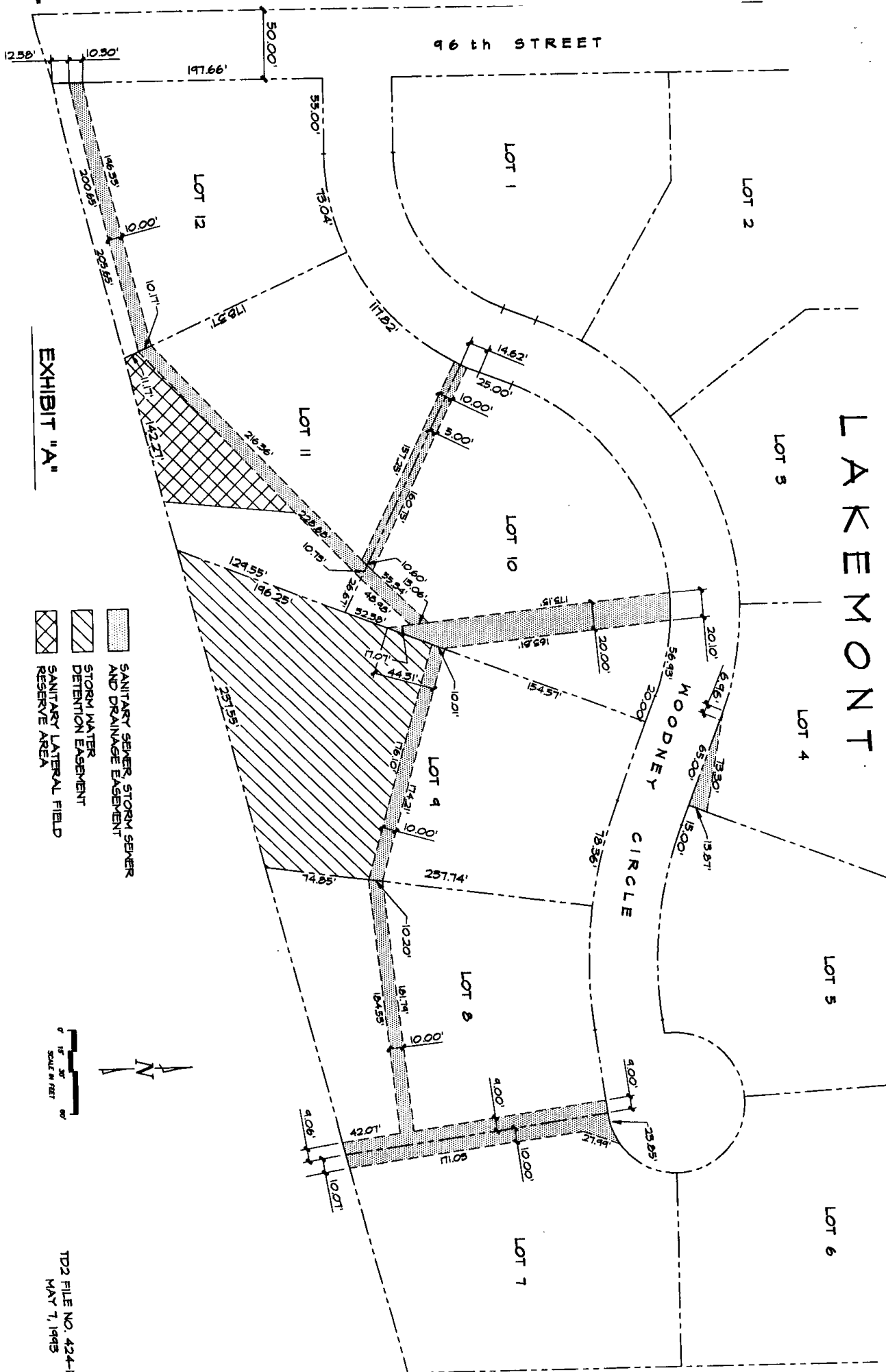



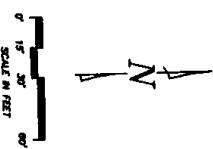


EXHIBIT "A"

-  SANITARY LATERAL FIELD RESERVE AREA
-  STORM WATER DEFENTION EASEMENT
-  SANITARY SEWER STORM SEWER AND DRAINAGE EASEMENT



TD2 FILE NO. 424121  
MAY 7, 1943