

797-1289
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RECEIVED

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This instrument after recording to be returned to:

Daniel B. Kinnamon
Erickson & Sederstrom, P.C.
Regency Westpointe
10330 Regency Parkway Driv
Omaha, NE 68114

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

(Space Above This Line for Recording Data)

PERMANENT SEWER EASEMENT

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LEGAL PG	SCAN	SV

THIS GRANT OF PERMANENT EASEMENT made this 17th day of July, 1997, by THC, Inc., a Nebraska nonprofit corporation, hereinafter referred to as "GRANTOR", in favor of Sanitary and Improvement District No. 381 of Douglas County, Nebraska, hereinafter referred to as "SID 381", and its transferees, successors and assigns.

WITNESSETH:

That said GRANTOR in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to GRANTOR in hand paid by SID 381, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey, and confirm unto SID 381 and its transferees, successors and assigns forever, a nonexclusive permanent right and easement to use, construct, build, lay, maintain, repair, and reconstruct sanitary sewers, drainage ways, storm sewers and appurtenances thereof, in, through, over, and under the parcel of land described as follows, to wit:

As set forth on Exhibit "A", attached hereto and made a part hereof.

To have and to hold unto SID 381, its transferees, successors and assigns, together with the right of ingress and egress from said nonexclusive easement areas herein granted for the purpose of constructing, inspecting, maintaining, repairing, reconstructing, and operating said drainage ways, sewers and appurtenances thereof at the discretion of SID 381, its transferees, successors and assigns.

GRANTOR, its transferees, successors, and assigns may at any time construct or install or cause to be constructed or installed upon or within the easement areas herein granted or grant other easements, licenses, or other rights respecting the easement areas granted herein so as to permit such roads, streets, parking areas, sidewalks or other pavement or concrete improvements, fencing, entrance markers, any gas, electric, water, storm sewer, telephone, cable, or any other type of utility lines, pipes, conduits, ducts, or systems, landscaping, and plant materials, all in such manner and to the extent as GRANTOR may deem necessary or appropriate in its sole discretion (collectively, the "Grantor Improvements"). Any construction or installation of Grantor Improvements shall be effected so as not to at any time unreasonably interfere with the normal operation of the drainage ways, sewers and appurtenances thereof to be constructed in the easement area granted herein. In the event it becomes necessary to remove or replace said Grantor Improvements in order to construct, repair, maintain, or replace said drainage ways, sewer lines, and appurtenances thereof the removal or repair of said Grantor Improvements shall be done at the expense of SID 381 and its transferees, successors and assigns and SID 381 and its transferees, successors and assigns shall repair, restore and/or replace any and all of the Grantor Improvements which may be damaged in connection with any construction,

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maintenance, repair, or replacement of the drainage ways, sewer lines and appurtenances thereof to the condition thereof before said construction, removal, replacement, or repair and shall cause the easement areas to be left in a neat and orderly condition.

GRANTOR, its transferees, successors and assigns, shall not construct or install, or permit the construction or installation of any buildings or other such permanent structures on, over, or across the easement areas granted herein without the prior written consent of SID 381 or its transferees, successors and assigns.

GRANTOR, or its transferees, successors and assigns shall have the right at any time to relocate, at its sole cost and expense, all or any portion of the easement areas granted herein and/or the drainage ways, sewers and appurtenances located therein and any such relocation shall be effected so as not to unreasonably interfere with the normal operation of the drainage ways and sewers within the easement areas and, provided further, that GRANTOR or its transferees, successors and assigns shall grant or cause to be granted to SID 381, its transferees, successors and assigns, a nonexclusive permanent easement upon the same terms and conditions as contained herein over the property in which the drainage ways, sewers and the easement areas granted herein are relocated.

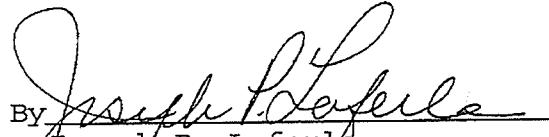
The easements granted herein shall be for the benefit of the transferees, successors and assigns of SID 381, including but not limited to The City of Omaha, Nebraska, a municipal corporation, and any contractor, agent, employee, or representative of SID 381 and The City of Omaha performing any of said construction and work on the easement areas granted herein.

GRANTOR, for itself and its transferees, successors and assigns, does confirm with SID 381 and its transferees, successors and assigns that GRANTOR is well seized in fee of the above-described easement areas granted herein and that it has the right to grant and convey this nonexclusive permanent easements in the manner and form aforesaid, and that GRANTOR will, and its transferees, successors and assigns shall, warrant and defend these easement grants to SID 381, its transferees, successors and assigns, against the lawful claims and demands of all persons.

These nonexclusive permanent easements shall run with the land perpetually and shall be binding upon and inure to the benefit of the GRANTOR and SID 381, and their respective transferees, successors and assigns and any person or party claiming by, through or under GRANTOR and SID 381 or their respective transferees, successors or assigns.

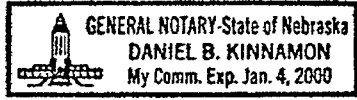
IN WITNESS WHEREOF, said GRANTOR has caused this Permanent Easement Agreement to be duly executed by its President the day and year first above written.

THC, Inc., A Nebraska Nonprofit Corporation

By 
Joseph P. Laferla
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of July, 1997, by Joseph P. Laferla, President of THC, Inc., a Nebraska Nonprofit corporation, on behalf of the corporation.



[Handwritten Signature]

Notary Public

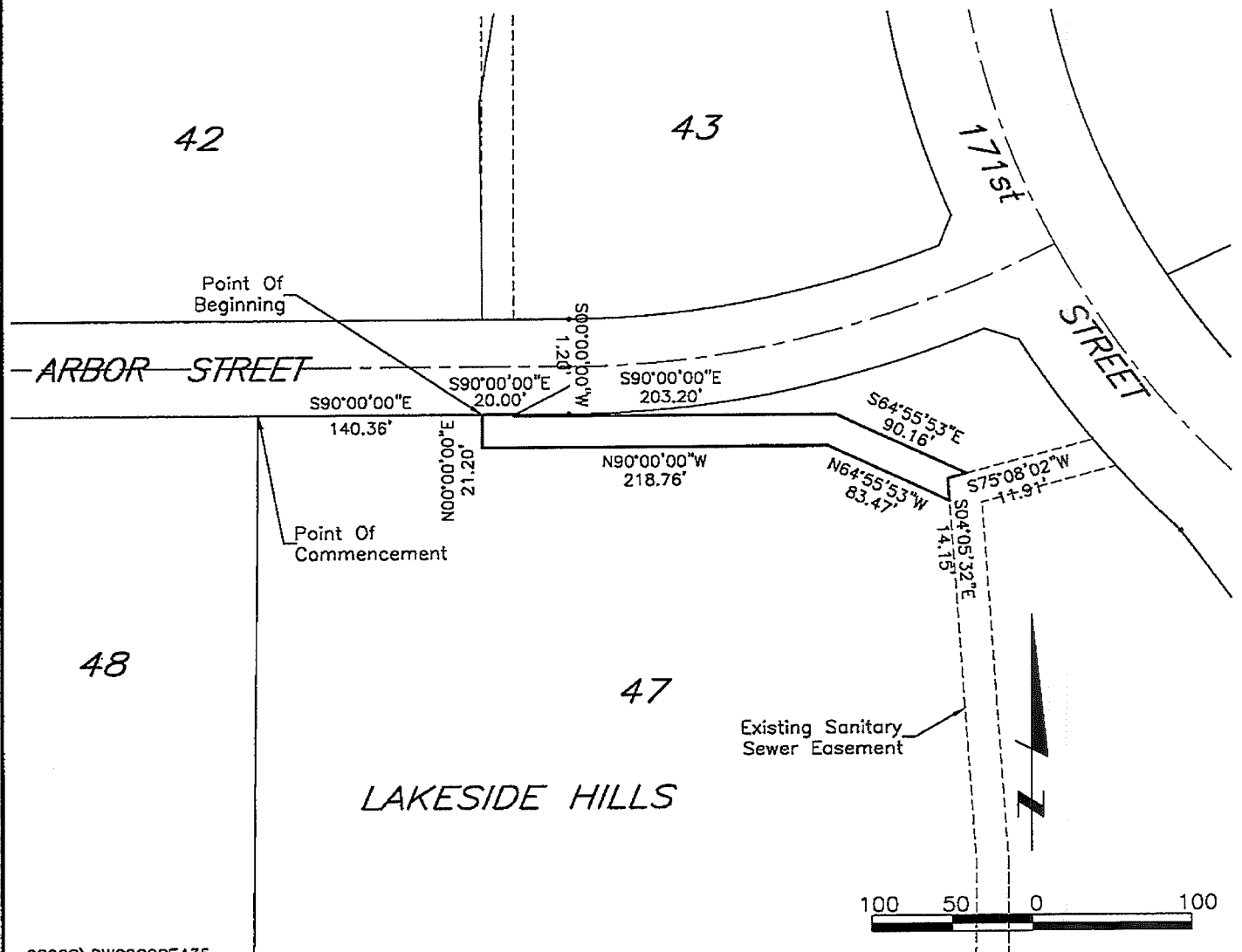
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for construction and maintenance of sanitary sewers over that part of Lot 47, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

- Commencing at the northwest corner of said Lot 47;
 - Thence South 90°00'00" East (bearings referenced to the LAKESIDE HILLS Final Plat) for 140.36 feet along the north line of said Lot 47 to the TRUE POINT OF BEGINNING;
 - Thence South 90°00'00" East for 20.00 feet;
 - Thence South 00°00'00" West for 1.20 feet;
 - Thence South 90°00'00" East for 203.20 feet;
 - Thence South 64°55'53" East for 90.16 feet to the north line of an existing sanitary sewer easement;
 - Thence South 75°08'02" West for 11.91 feet along said north line to an angle point therein;
 - Thence South 04°05'32" East for 14.15 feet along the west line of said sanitary sewer easement;
 - Thence North 64°55'53" West for 83.47 feet;
 - Thence North 90°00'00" West for 218.76 feet;
 - Thence North 00°00'00" East for 21.20 feet to the Point of Beginning.
- Contains 6097 square feet.



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Book _____ Page _____ Date 06/25/97 Dwn.By CLN Job Number 92908-880



lamp, ryneason & associates, inc.

engineers

surveyors

planners

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

EXHIBIT "A"

ph 402-496-2498
fax 402-496-2730