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This instrument after recording to be returned to:

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

GEORGE J. BURTON  
REGISTER OF DEEDS  
DOUGLAS COUNTY



07912 96 156-162

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DEL C/O COMFMS  
LEGAL PG SCAN MFV

(Space Above This Line for Recording Data)

PERMANENT SEWER EASEMENT

THIS GRANT OF PERMANENT EASEMENT made this 7th day of July, 1996, 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 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 successors and assigns forever, a nonexclusive permanent right and easement to use, construct, build, lay, maintain, repair, and reconstruct sanitary sewers, and appurtenances thereof, in, through, over, and under the parcel of land described as follows, to wit:

As set forth on Exhibits "A" and "B", inclusive, attached hereto and made a part hereof.

To have and to hold unto SID 381, its 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 sewers and appurtenances thereof at the discretion of SID 381, its successors and assigns.

GRANTOR, its 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, 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 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 sewer lines and appurtenances thereto, the removal or repair of said Grantor Improvements shall be done at the expense of SID 381 and its successors and assigns and SID 381 and its 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, maintenance, repair, or replacement of the 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 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 successors and assigns.

GRANTOR, or its 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 sewers and appurtenances thereof located therein and any such relocation shall be effected so as not to unreasonably interfere with the normal operation of the sewers within the easement areas and, provided further, that GRANTOR or its successors and assigns shall grant or cause to be granted to SID 381, its successors and assigns, a nonexclusive permanent easement upon the same terms and conditions as contained herein over the property in which the sewers and the easement areas granted herein are relocated.

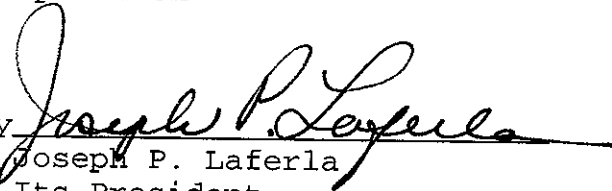
The easements granted herein shall be for the benefit of the successors and assigns of SID 381, including but not limited to The City of Omaha, Nebraska, a municipal corporation, and any contractor, agent, employee, or representative of SID 381 and The City of Omaha performing any of said construction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

GRANTOR, for itself and its successors and assigns, does confirm with SID 381 and its 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 these nonexclusive permanent easements in the manner and form aforesaid, and that GRANTOR will, and its successors and assigns shall, warrant and defend these easement grants to SID 381, its 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 successors and assigns and any person or party claiming by, through or under GRANTOR and SID 381 or their respective successors or assigns.

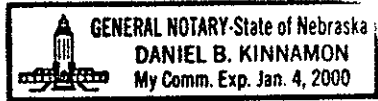
IN WITNESS WHEREOF, said GRANTOR has caused this Permanent Easement Agreement to be duly executed by its President the day and year first above written.

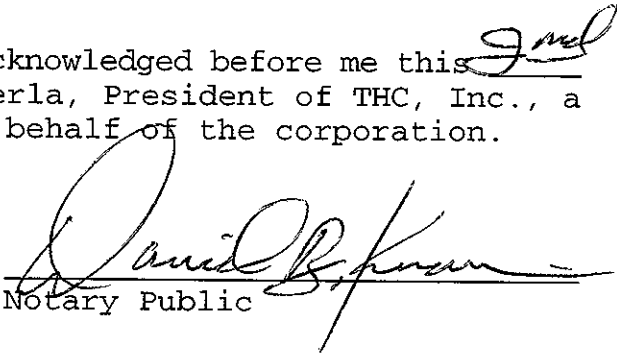
THC, Inc., A Nebraska Nonprofit Corporation

By   
Joseph P. Laferla  
Its President

STATE OF NEBRASKA     )  
                                  )   ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 1996, by Joseph P. Laferla, President of THC, Inc., a Nebraska Nonprofit corporation, on behalf of the corporation.

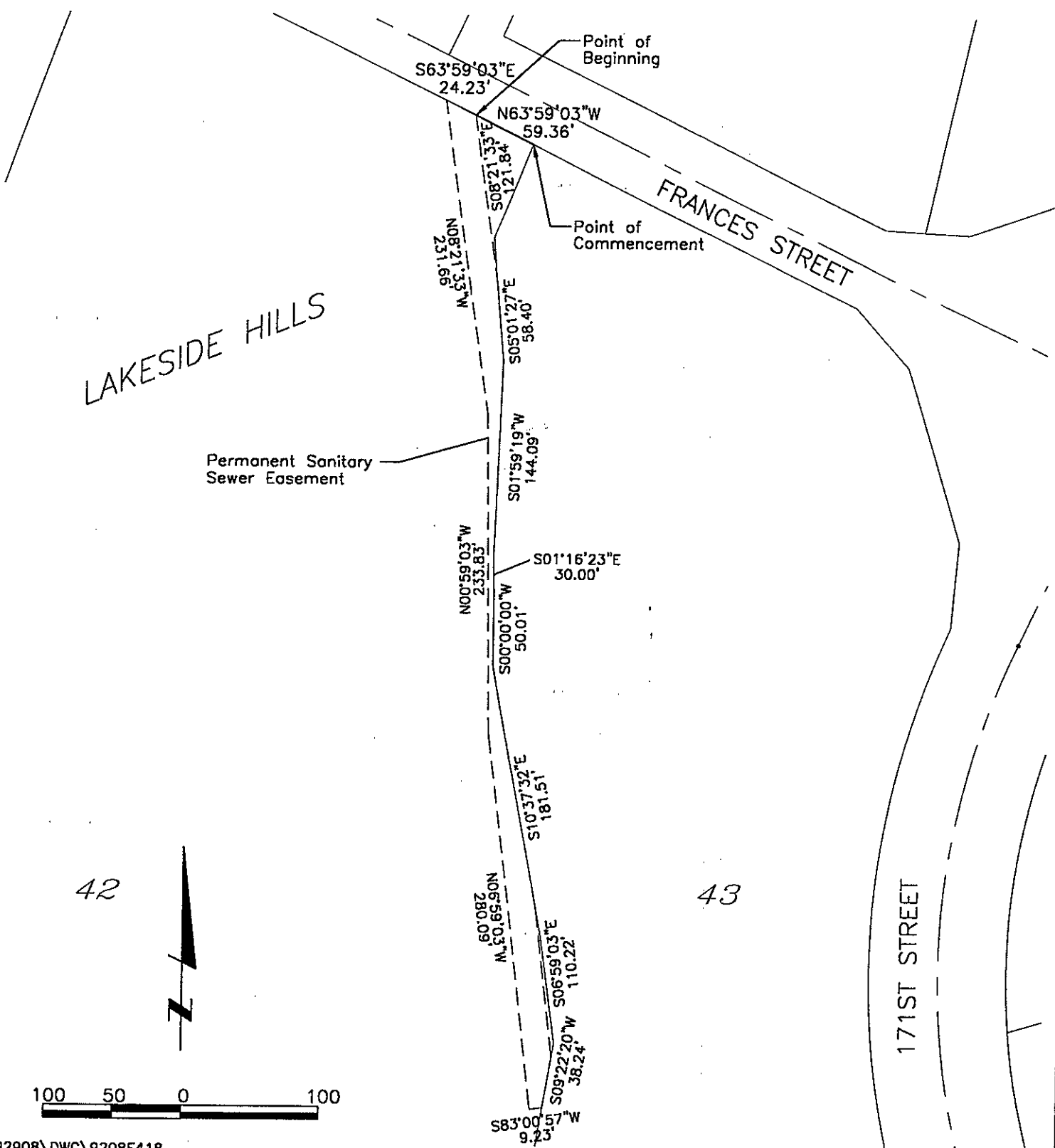


  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 42, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:  
 (See attached sheet)



92908\DWG\9208E418

Book \_\_\_\_\_ Page \_\_\_\_\_ Date 6/17/96 Dwn.By CLN Job Number 92908-3721

**lamp, rynearson & associates, inc.**  
 engineers surveyors planners  
 14747 california street omaha, nebraska 68154-1979  
 402-498-2498  
 FAX 402-498-2730

**LEGAL DESCRIPTION**

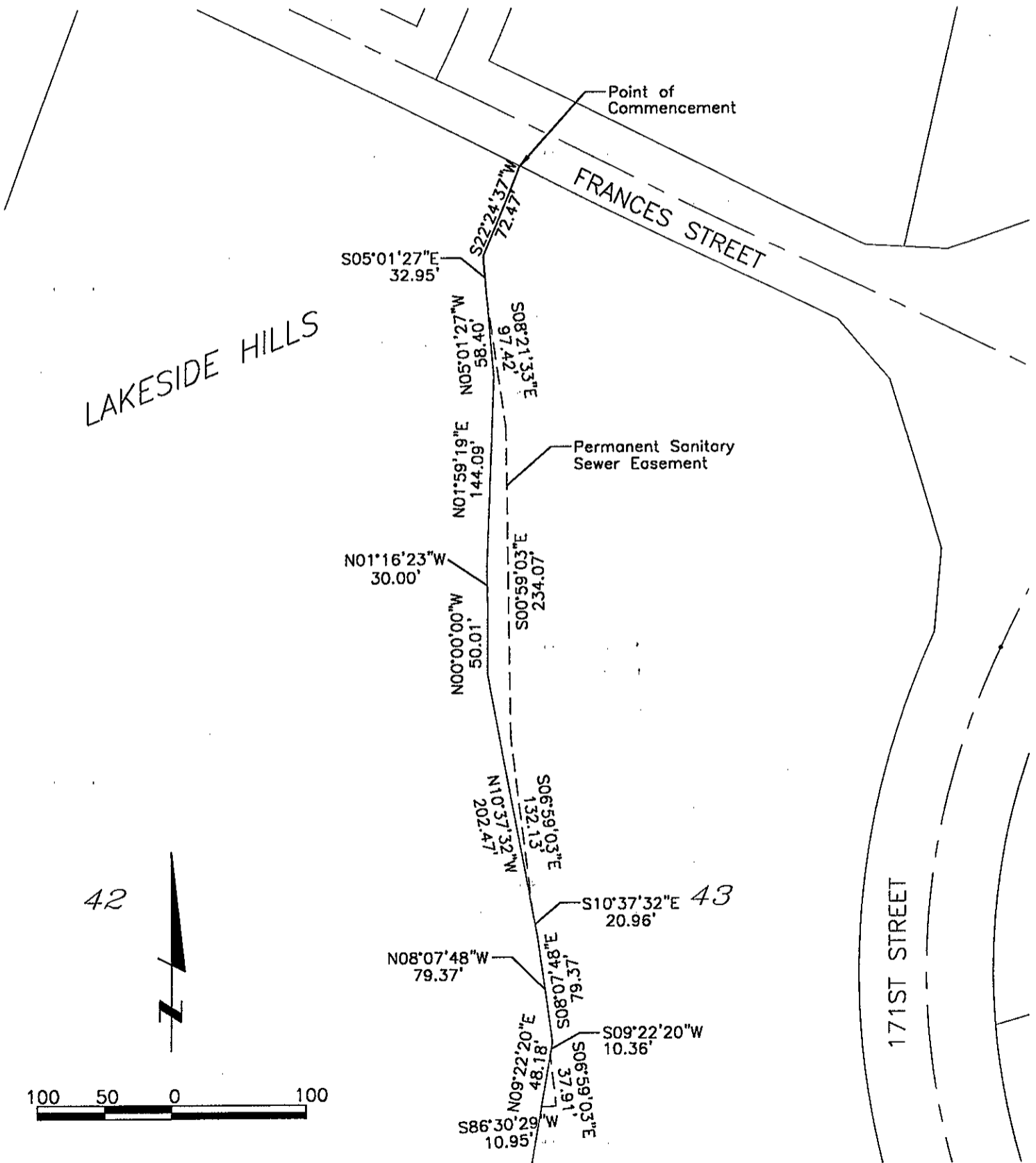
A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 42, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of said Lot 42, LAKESIDE HILLS;  
Thence North 63°59'03" West (bearings referenced to the Final Plat of LAKESIDE HILLS) for 59.36 feet along the north line of said Lot 42 to the TRUE POINT OF BEGINNING;  
Thence South 08°21'33" East for 121.84 feet to a point in the east line of Lot 42;  
Thence South 05°01'27" East for 58.40 feet to an angle point in the east line of Lot 42;  
Thence South 01°59'19" West for 144.09 feet to an angle point in the east line of Lot 42;  
Thence South 01°16'23" East for 30.00 feet to an angle point in the east line of Lot 42;  
Thence South 00°00'00" West for 50.01 feet to an angle point in the east line of Lot 42;  
Thence South 10°37'32" East for 181.51 feet along the east line of Lot 42;  
Thence South 06°59'03" East for 110.22 feet to a point in the east line of Lot 42;  
Thence South 09°22'20" West for 38.24 feet along the east line of Lot 42;  
Thence South 83°00'57" West for 9.23 feet;  
Thence North 06°59'03" West for 280.09 feet;  
Thence North 00°59'03" West for 233.83 feet;  
Thence North 08°21'33" West for 231.66 feet to the north line of Lot 42;  
Thence South 63°59'03" East for 24.23 feet to the Point of Beginning.  
Contains 10613 square feet (0.24 acre).

June 17, 1996  
LAMP, RYNEARSON & ASSOCIATES, INC.  
92908-3720 (Sanitary Sewer Easement over Lot 43) 9208E418.DWG


**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:  
 (See attached sheet)



92908\DWG\9208E419

Book \_\_\_\_\_ Page \_\_\_\_\_ Date 6/17/96 Dwn.By CLN Job Number 92908-3720


**lamp, rynearson & associates, inc.**  
 engineers surveyors planners  
 14747 california street omaha, nebraska 68154-1979 402-498-2498  
 FAX 402-498-2730

**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of said Lot 43, LAKESIDE HILLS;  
Thence South 22°24'37" West (bearings referenced to the Final Plat of LAKESIDE HILLS) for 72.47 feet along the west line of said Lot 43 to an angle point therein;  
Thence South 05°01'27" East for 32.95 feet along the west line of Lot 43 to the TRUE POINT OF BEGINNING;  
Thence South 08°21'33" East for 97.42 feet;  
Thence South 00°59'03" East for 234.07 feet;  
Thence South 06°59'03" East for 132.13 feet to the west line of Lot 43;  
Thence South 10°37'32" East for 20.96 feet to an angle point in the west line of Lot 43;  
Thence South 08°39'05" East for 79.37 feet to an angle point in the west line of Lot 43;  
Thence South 09°22'20" West for 10.36 feet along the west line of Lot 43;  
Thence South 06°59'03" East for 37.91 feet;  
Thence South 86°30'29" West for 10.95 feet to the west line of Lot 43;  
Thence North 09°22'20" East for 48.18 feet to an angle point in the west line of Lot 43;  
Thence North 08°07'48" West for 79.37 feet to an angle point in the west line of Lot 43;  
Thence North 10°37'32" West for 202.47 feet to an angle point in the west line of Lot 43;  
Thence North 00°00'00" West for 50.01 feet to an angle point in the west line of Lot 43;  
Thence North 01°16'23" West for 30.00 feet to an angle point in the west line of Lot 43;  
Thence North 01°59'19" East for 144.09 feet to an angle point in the west line of Lot 43;  
Thence North 05°01'27" West for 58.40 feet to the Point of Beginning.  
Contains 4427 square feet (0.10 acre).

June 17, 1996  
LAMP, RYNEARSON & ASSOCIATES, INC.  
92908-3720 (Sanitary Sewer Easement over Lot 43) 9208E419.DWG