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

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



10734 97 042-049

(Space Above This Line for Recording Data)

PERMANENT SEWER EASEMENT

THIS GRANT OF PERMANENT EASEMENT made this 6th day of July, 1995, 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, nonexclusive permanent rights and easements to use, construct, build, lay, maintain, repair, and reconstruct drainage ways and storm sewers, and appurtenances thereof, in, through, over, and under each of the parcels of land described as follows, to wit:

As set forth on Exhibits "A" through "F", 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 and sanitary 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 to be constructed in the easement areas 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, 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 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,

6/27/95

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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 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, nonexclusive permanent easements upon the same terms and conditions as contained herein over the property or properties 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 the nonexclusive permanent easements in the manner and form aforesaid, and that GRANTOR will, and its successors and assigns shall, warrant and defend the 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 lands 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.

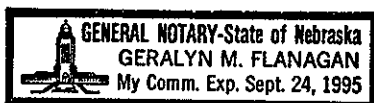
IN WITNESS WHEREOF, said GRANTOR has caused this Permanent Easement Agreement to be duly executed by its President the day and year first above written.

THC, Inc., A Nebraska Nonprofit Corporation

By Alden B. Awerkamp
Alden B. Awerkamp
Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of July, 1995, by Alden B. Awerkamp, President of THC, Inc., a Nebraska Nonprofit corporation, on behalf of the corporation.



Geraldyn M. Flanagan
Notary Public

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of Lot 6, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of said Lot 6;
 Thence along a curve to the left (having a radius of 732.53 feet and a long chord bearing North 15°47'22" West (bearings referenced to the LAKESIDE HILLS Final Plat) for 255.52 feet) for an arc length of 256.84 feet along the west line of said Lot 6;

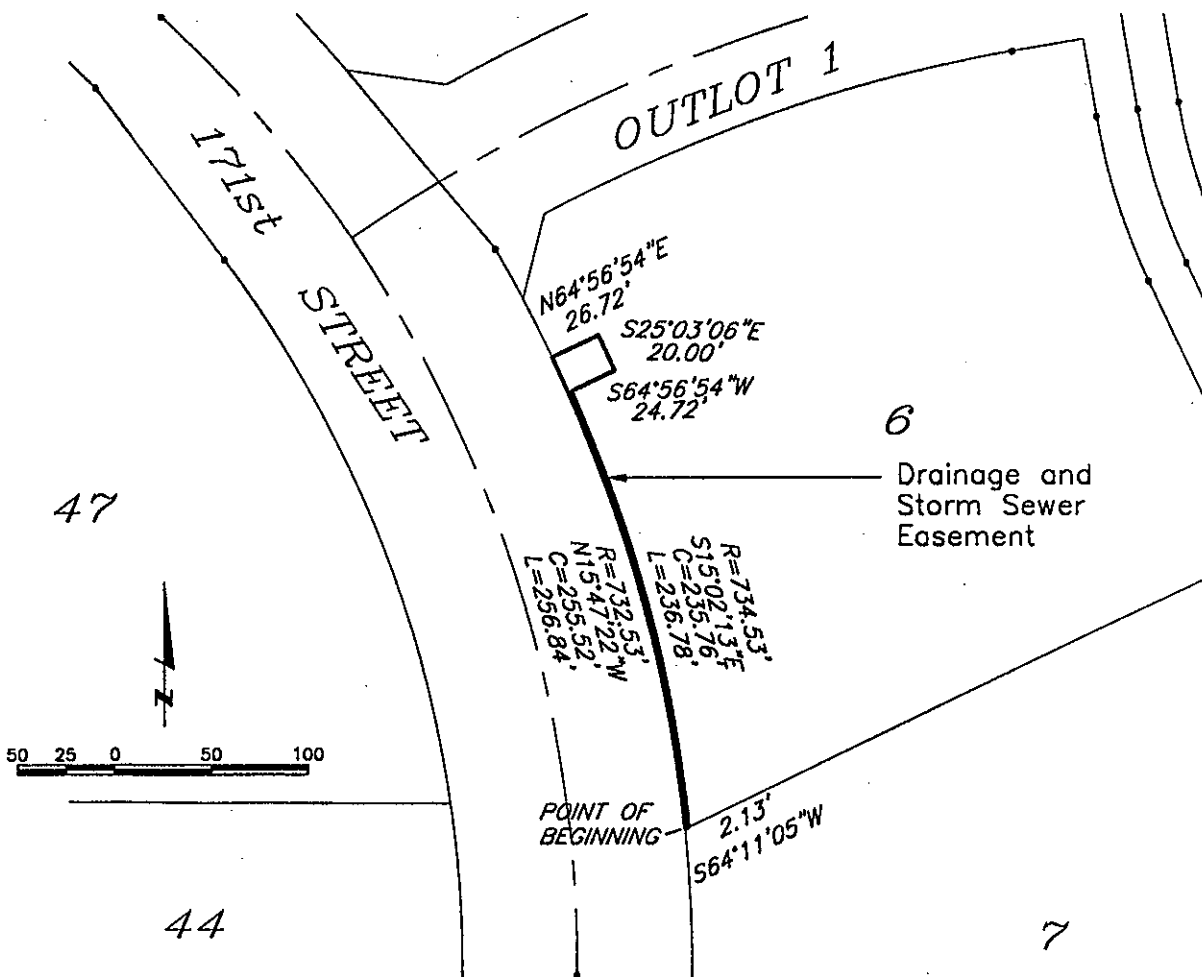
Thence North 64°56'54" East for 26.72 feet;

Thence South 25°03'06" East for 20.00 feet;

Thence South 64°56'54" West for 24.72 feet;

Thence along a curve to the right (having a radius of 734.53 feet and a long chord bearing South 15°02'13" East for 235.76 feet) for an arc length of 236.78 feet to the south line of said Lot 6;

Thence South 64°11'05" West for 2.13 feet to the Point of Beginning.



Book _____ Page _____

Date 5/22/95

Job Number 92908-887



lamp, ryneason & associates, inc.
 engineers surveyors planners

14747 california street

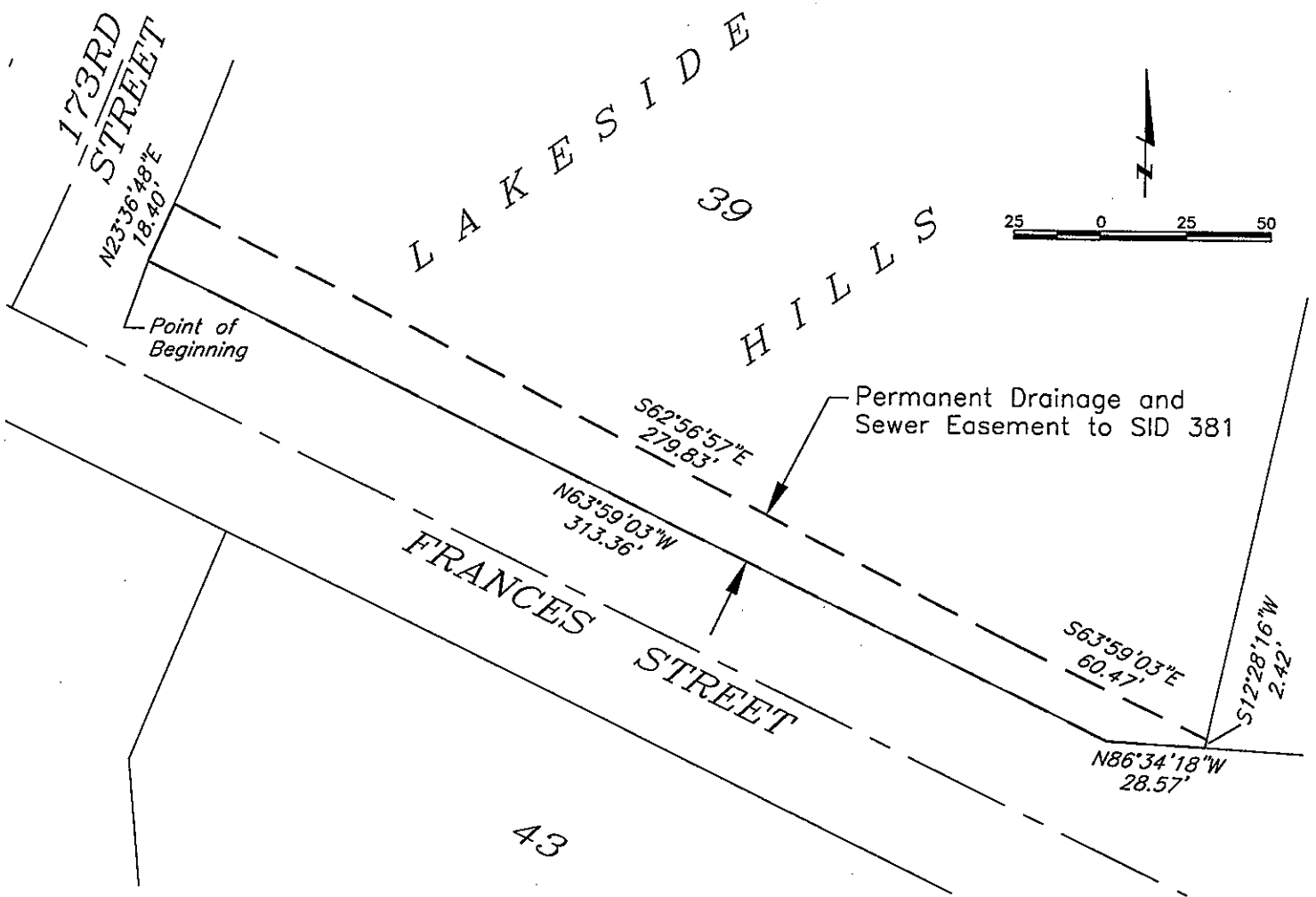
omaha, nebraska 68154-1070

402-496-2498
 FAX 402-496-2730

LEGAL DESCRIPTION

A permanent easement for the construction of drainage and sewers over that part of Lot 39, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the point of intersection of the north right of way line of Frances Street with the east right of way line of 173rd Street;
Thence North 23°36'48" East (bearings referenced to the LAKESIDE HILLS Final Plat) for 18.40 feet along the west line of said Lot 39;
Thence South 62°56'57" East for 279.83 feet;
Thence South 63°59'03" East for 60.47 feet to the east line of said Lot 39;
Thence South 12°28'16" West for 2.42 feet along the east line of said Lot 39 to the southeast corner thereof;
Thence North 86°34'18" West for 28.57 feet along the north right of way line of Frances Street to an angle point therein;
Thence North 63°59'03" East for 313.36 feet to the Point of Beginning.
Contains 5,093 square feet.



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