

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

BOOK 1097 PAGE 578

RECORDED

SEP 23 9 56 AM '93

PLAT 1097-58  
DANIEL COUNTY, NE

B 24560 DK 1097 R 82-479 FB 0U-21530  
CASH  
TYPE Misc PG 578-58 C/O COMP SCAN ff  
FEE 26.00 OF Misc LEGAL PG MC FF

**SANITARY SEWER, STORM SEWER  
AND DRAINAGE EASEMENT AGREEMENT**

This Sanitary Sewer, Storm Sewer and Drainage Easement Agreement is made as of this 24<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.

Declarant anticipates that in connection with the development of Lakemont subdivision, it will be necessary to construct sanitary sewers, storm sewers, and drainageways on and along parts of Lots 4, 6, 7, 8, 9, 10, 11 and 12 (herein the "Restricted Lots"). Declarant desires to impose easements on the Restricted Lots to enable the Declarant, L & B Development, and the Association to construct, operate, maintain, repair, and replace sanitary sewers, storm sewers, and drainageways across the Restricted Lots and to allow the owners of the Lots (herein the "Benefitted Lots") the benefit of any and all such sanitary sewers, storm sewers and drainageways.

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

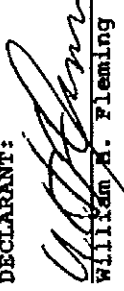
1. Declarant hereby reserves and grants to itself, L & B Development, the Association, and the owners of the Benefitted Lots, and their respective successors and assigns, a perpetual easement for the purposes of constructing, maintaining, repairing and replacing sanitary sewers, storm sewers and drainageways (the "Easements"), on and across those portions of the Restricted Lots as pictorially illustrated on Exhibit "A" (the "Easement Areas").
2. The Declarant and L & B Development shall bear all cost and expense for the initial construction of the sanitary sewers, storm sewers, and drainageways. Neither Declarant nor L & B Development shall have any liability of any nature for the sanitary sewers, storm sewers and drainageways 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 sanitary sewers, storm sewers, and

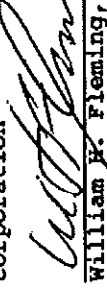
drainageways, the Association shall, at its sole expense, operate, maintain, repair, and replace the sanitary sewers, storm sewers, and drainageways as may be necessary from time to time. The Declarant, L & B Development, and the Association, and their agents and contractors, shall be allowed to come upon the Restricted Lots as may be reasonably necessary to construct, operate, maintain, repair or replace the sanitary sewers, storm sewers, and drainageways. The Association shall promptly repair any damage to the Restricted Lots arising in connection with the operation, maintenance, repair or replacement of the sanitary sewers, storm sewers, and drainageways.

3. The Easements granted herein 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 Benefitted Lots, and the owners of the Restricted Lots, and each of their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Sanitary Sewer, Storm Sewer and Drainage Easement Agreement as of the date and year first above written.

DECLARANT:

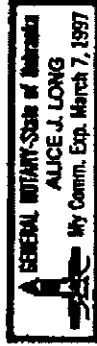
  
William H. Fleming  
L & B DEVELOPMENT COMPANY, a Nebraska corporation

By:   
William H. Fleming, President  
LAKEMONT HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation

By:   
William H. Fleming, 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.

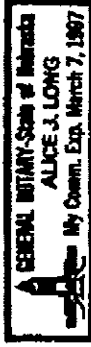


  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

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.



  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
                  ) ss.  
COUNTY OF DOUGLAS )

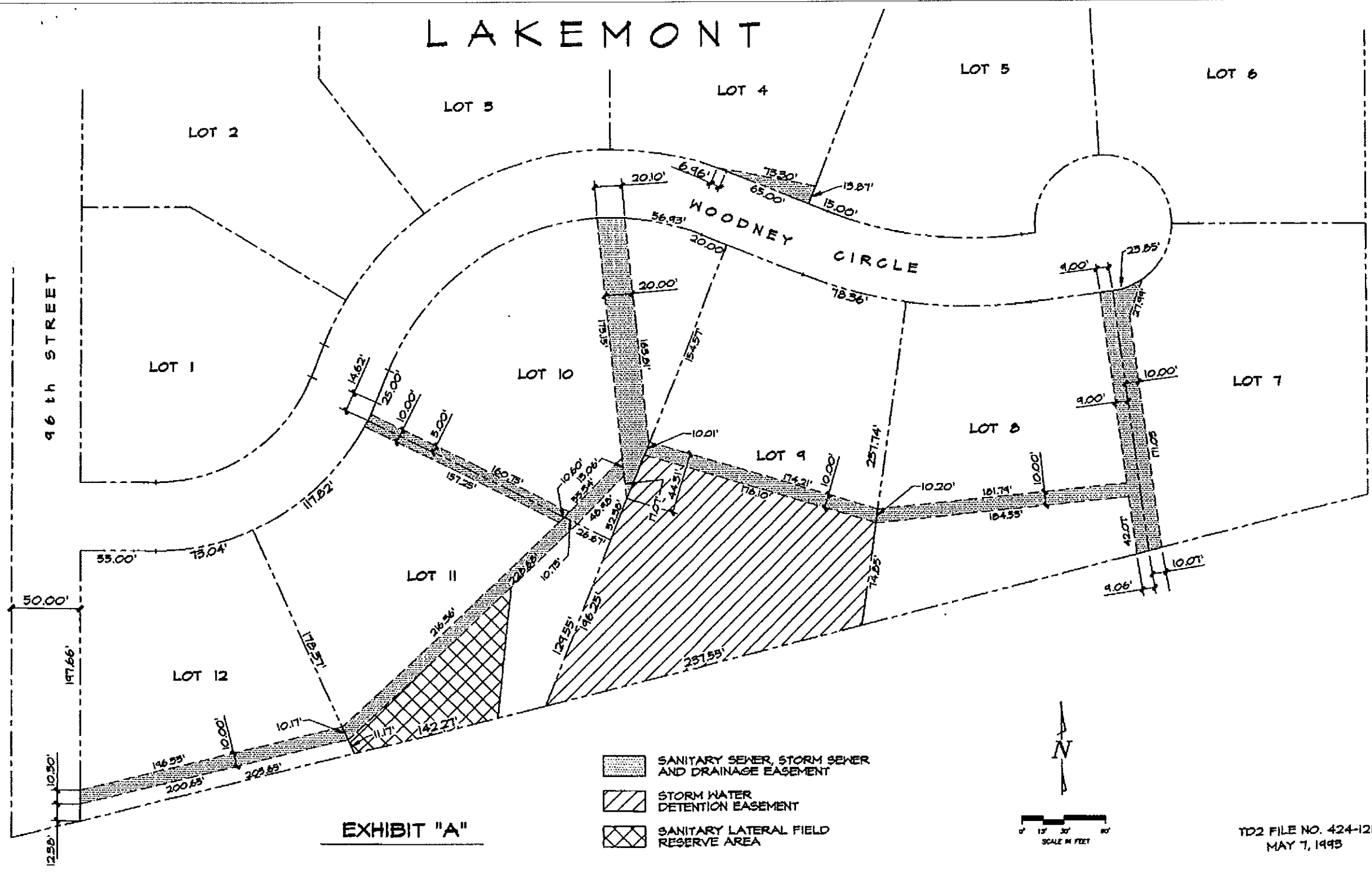
Acknowledged this 24 day of September, 1993, before me, a notary public in and for said county and state, by William H. Fleming, President of Lakemont Homeowners Association, a Nebraska not-for-profit corporation, on behalf of said Corporation.

  
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Notary Public






NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

# LAKEMONT



**EXHIBIT "A"**

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



TD2 FILE NO. 424-121  
MAY 7, 1993