

29336 1101 R Crmp FB MI-21550  
 CASH BK PG 4547 C/O COMP VP SCAN MB  
 FEE 1550 OF MISC LEGL PG MC FV

## RETURN TO:

ROBERT J. HUCK  
 CROKER, HUCK, KASHER, DeWITT,  
 ANDERSON & GONDERINGER, P.C.  
 2120 S 72 ST STE 1250  
 OMAHA NE 68124

RECEIVED  
 Oct 27 3 47 PM '93  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

PERPETUAL EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

THAT **PACESETTER HOMES, INC.**, a Nebraska corporation, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 341 OF DOUGLAS COUNTY, NEBRASKA, and THE CITY OF OMAHA, in the State of Nebraska**, a Municipal corporation, (hereinafter collectively referred to as "Grantee"), their successors and assigns, a perpetual easement and connection right over, under, on and across that real estate in Douglas County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easement is for the use, construction, repair, maintenance, replacement and renewal of storm sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of storm water runoff. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said storm sewer pipeline, manholes and other related appurtenances are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain such improvements as public facilities.

By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 341 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, or other improvements thereon, including crops, vines and gardens.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual storm sewer easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

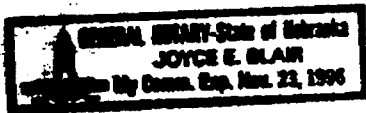
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 25 day of October, 1993.

PACESETTER HOMES, INC.

By *Ralph J. Heavren*  
President

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

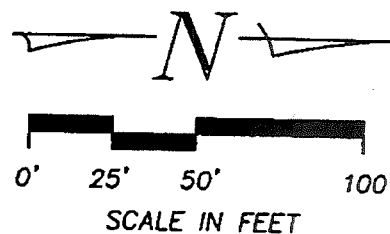
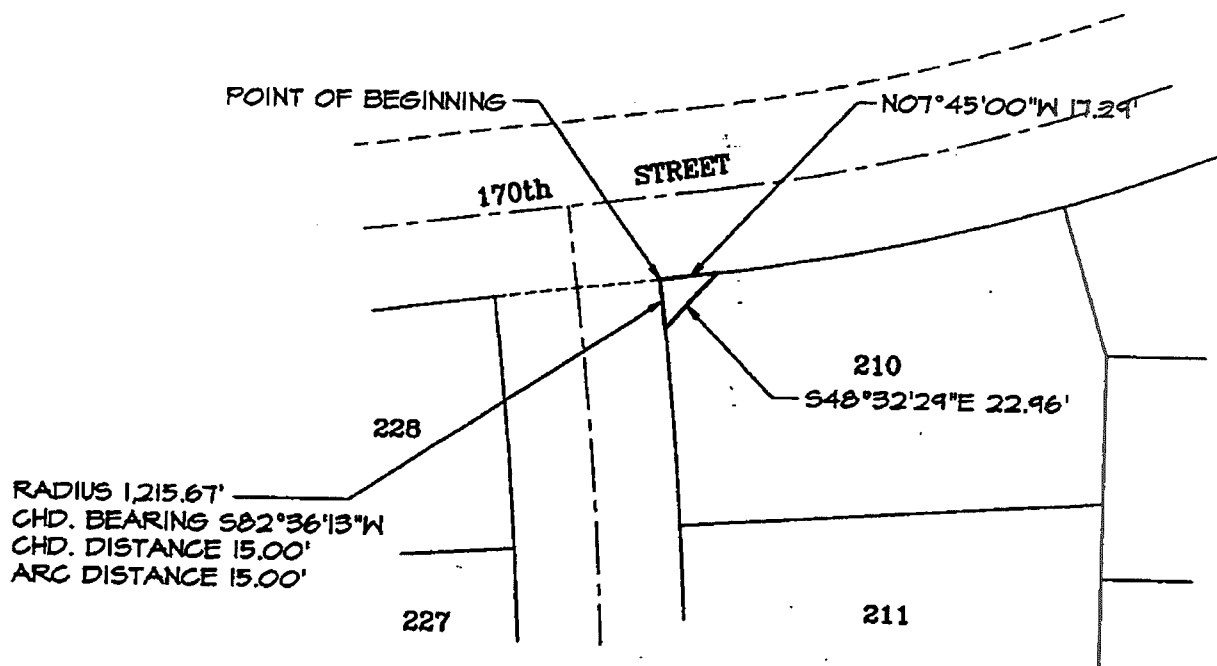
The foregoing instrument was acknowledged before me this 25 day of October, 19 93, by *Ralph J. Heavren*, *President* of PACESETTER HOMES, INC., a Nebraska corporation, on behalf of the Corporation.



*Joyce E. Blair*  
Notary Public

sid\341\atorsewr.ees

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



### LEGAL DESCRIPTION

THAT PART OF LOT 210, LAKE SHORE, A SUBDIVISION AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 210; THENCE  $N07^{\circ}45'00''W$  (ASSUMED BEARING) 17.29 FEET ON THE WESTERLY LINE OF SAID LOT 210; THENCE  $S48^{\circ}32'29''E$  22.96 FEET TO THE SOUTHERLY LINE OF SAID LOT 210; THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 210 ON A 1,215.67 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING  $S82^{\circ}36'13''W$ , CHORD DISTANCE 15.00 FEET, AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

JOB NO. 245-138  
SHEET NO. 245138E1.DWG  
BOOK PAGE  
DATE AUG. 3, 1993

THOMPSON DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860