

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 14 day of August, 1987, between the undersigned, PACESETTER HOMES, INC., a Nebraska Corporation, (herein called "Grantor"), and 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 called "Grantee" except as otherwise noted).

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sanitary sewer easement over, on, across, and under a part of the East One-Half of Section Four (4), Township Fourteen (T14N) North, Range Eleven (R11E) East of the 6th P.M., in Douglas County, Nebraska, more particularly described on Exhibit "A" attached hereto and by this reference made part hereof.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a sanitary sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewage. 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 sanitary 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; and PROVIDED further, that Grantee shall have, and Grantor herewith grants to Grantee, a temporary roadway easement over, on and across said easementway, which said temporary roadway easement shall commence on date hereof and terminate at such time in the future as Grantor plats and dedicates a public road or street over, on and across said easementway. During such time as said temporary roadway easement continues in existence, Grantee shall have the right to grade a roadway thereon and improve same with a crushed rock surface after completion of construction of the sanitary sewer, manholes and other related appurtenances.

3. By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 341 of

823 N 4-14-11 CJO FEE 24.50
 208-214 9-14-11 DEL 14 MC H.S.
 Miss COMP FIB 01-60770

RECEIVED
 1987 AUG -7 PM 12:41
 GEORGE J. BUCLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

13984 PMS

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 negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said easement or any part thereof.

4. 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 sewer easementway and temporary roadway easement; and Grantor further hereby covenants to warrant and defend said easementways against the lawful claims of all persons whomsoever.

5. This Agreement 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, have caused the due execution hereof as of the day and year first above written.

PACSETTER HOMES, INC. A Nebraska Corporation, Grantor

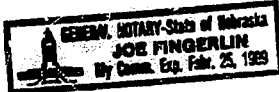
By *[Signature]*

Attest *[Signature]*

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 7th day of August, 1987, personally appeared Ralph J. Heavrin and Audrey J. Heavrin, President and Secretary, respectively, of Pacesetter Homes, Inc., known to me to be the identical persons who executed the foregoing Perpetual Easement.

WITNESS my hand and seal on the date last above written.



[Signature]
NOTARY PUBLIC

st,
ska
VE-
ITY
ion
ise

er
d,
d,
nd
s,
n-
th
on
e-

he
a
nd
id
nd
ld
is
)-
of
le
is
d
il
;
-
d
t
e
t
d
l
a
e

r
f

13984 PMS
41

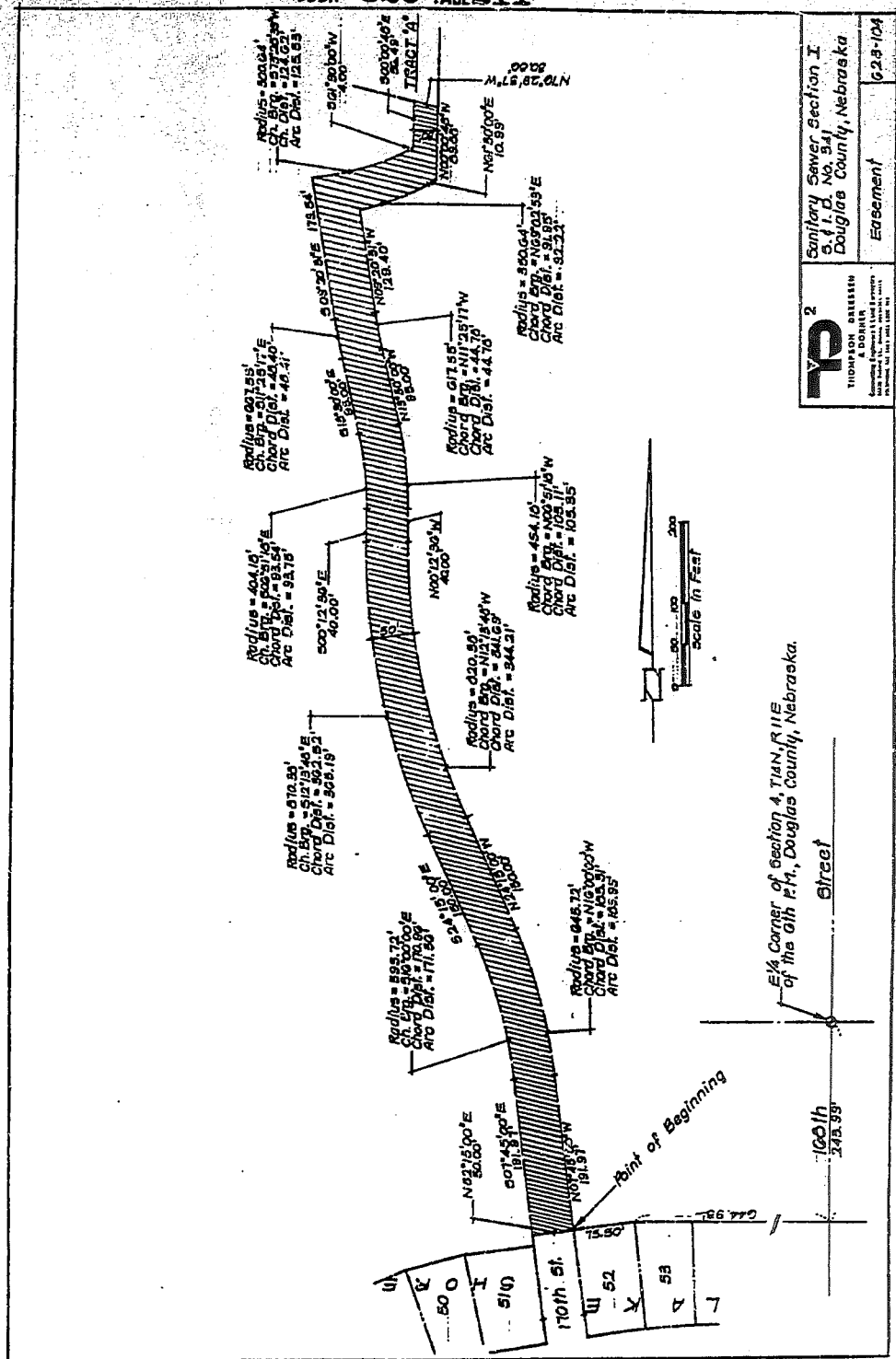
LEGAL DESCRIPTION

Part of the S.E. $\frac{1}{4}$ and the N.E. $\frac{1}{4}$ of Section 4, T14N, R11E of the 6th P.M., Douglas County, Nebraska, all more particularly described as follows: Beginning at the N.W. corner of Lot 52 Lake Shore, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence N07°45'00"W (assumed bearing) 191.97 feet on the Northerly extension of the West line of Lot 52 said Lake Shore to a point of curve; thence Northwesterly on a 645.72 foot radius curve to the left, chord bearing N16°00'00"W, chord distance of 185.31 feet, an arc distance of 185.95 feet to a point of tangency; thence N24°15'00"W 150.00 feet to a point of curve; thence Northwesterly on an 820.38 foot radius curve to the right, chord bearing N12°13'48"W, chord distance of 341.69 feet, an arc distance of 344.21 feet to a point of tangency; thence N00°12'36"W 40.00 feet to a point of curve; thence Northwesterly on a 454.18 foot radius curve to the left, chord bearing N06°51'18"W, chord distance of 105.11 feet, an arc distance of 105.35 feet to a point of tangency; thence N13°30'00"W 95.00 feet to a point of curve; thence Northwesterly on a 617.55 foot radius curve to the right, chord bearing N11°25'17"W, chord distance of 44.78 feet, an arc distance of 44.78 feet to a point of tangency; thence N09°20'31"W 129.40 feet; thence Northeasterly on a 350.64 foot radius curve to the left, chord bearing N69°02'53"E, chord distance of 91.95 feet, an arc distance of 92.22 feet to a point of tangency; thence N61°30'00"E 10.99 feet to the Southerly extension of the East line of a tract of land as described in Deed Book 1721 at Page 744 of the Douglas County records hereinafter called Tract "A", thence N00°00'48"W 89.88 feet on the Southerly extension of the East line of said Tract "A" to the S.E. corner of said Tract "A", thence N76°29'37"W 30.86 feet on the South line of said Tract "A" to a point 30.00 feet West of the East line of said Tract "A"; thence S00°00'48"E 56.49 feet on a line 30.00 feet West of and parallel to the East line of said Tract "A"; thence S61°30'00"W 4.00 feet to a point of curve, thence Southwesterly on a 300.64 foot radius curve to the right, chord bearing S73°28'39"W, chord distance of 124.62 feet, an arc distance of 125.53 feet; thence S09°20'31"E 179.54 feet to a point of curve; thence Southeasterly on a 667.55 foot radius curve to the left, chord bearing S11°25'17"E, chord distance of 48.40 feet, an arc distance of 48.41 feet to a point of tangency, thence S13°30'00"E 95.00 feet to a point of curve; thence Southeasterly on a 404.18 foot radius curve to the right, chord bearing S06°51'18"E, chord distance of 93.54 feet, an arc distance of 93.75 feet to a point of tangency, thence S00°12'36"E 40.00 feet to a point of curve; thence Southeasterly on an 870.38 foot radius curve to the left, chord bearing S12°13'48"E, chord distance of 362.52 feet, an arc distance of 365.19 feet to a point of tangency, thence S24°15'00"E 150.00 feet to a point of curve; thence Southeasterly on a 595.72 foot radius curve to the right, chord bearing S16°00'00"E, chord distance of 170.96 feet, an arc distance of 171.56 feet to a point of tangency; thence S07°45'00"E 191.97 feet to the N.E. corner of Lot 51 said Lake Shore; thence N82°15'00"E 50.00 feet to the point of beginning.

TD² File No. 623-104

Page One of Two Pages

Exhibit "A"



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 25th day of April, 1988, between PACESETTER HOMES, INC., a Nebraska Corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water and all appurtenances thereto, including but not limited to one (1) aboveground fire hydrant, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Lake Shore, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

The westerly five (5) feet of Lots 193, 174, 173, 154 and 153, as the same abut the East right-of-way line of 170th Street.

and

A tract in the Southeast Quarter (SE 1/4) and in the Northeast Quarter (NE 1/4), both of Section 4, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

The adjoining five (5) feet East of the East right-of-way line of 170th Street between the North property line of Lot 52, Lake Shore, to the South property line of Lot 153, Lake Shore.

Said parcel of land contains 0.14, acres more or less, and is shown on the attached plat, incorporated herein by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract any building or structure, except pavement, and it will not give anyone else permission to do so.

2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

OK 850 N 92-264-10010 FEE 18.00
 PG 743-185 DEL VK MC WC
 or [signature] ON

RECEIVED
 1988 JAN -3 AM 9 28
 GEORGE J. BUONICCONTI
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

92-256

4-14-11

0-6-11

signature
 date not
 copy,
 8947
 [signature]

4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Corporation.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

PACESETTER HOMES, INC.,
a Nebraska Corporation,
Grantor

(Corporate Seal)

ATTEST:

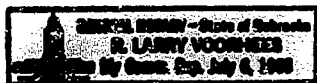

Ralph Heavrin, President

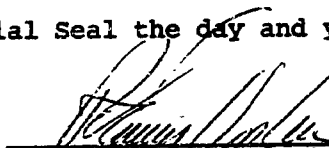
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 25 day of April, 1988, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Ralph Heavrin, President of PACESETTER HOMES, INC., a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.




Notary Public

My Commission expires: 7/6/90.

NE. V4 SEC. 4
T. 14 N., R. 11 E.

Lake Shore
LOTS 117-173 INCL. & OUTLOT "A"

PROP. 5' M.U.D. PERM. ESM/T.

**METROPOLITAN
UTAHITES
DISTRICT
OQUANA, NEBRASKA**

EASEMENT
ACQUISITION
FOR W.C. 6848-2

LAND OWNER _____
~~THESSETER HOMES, INC.~~

TOTAL ACRE **0.14+**

LEGEND

PERMANENT CASSEMENT

PAGE 1 OF 1

DRAWN BY EG DATE 2-10-88
CHECKED BY W.W.P. DATE 2-16-88
APPROVED BY ESS DATE 2-10-88
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

FILE NO. 417078