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ATTN: JOHN

Check Number

**PERMANENT SEWER AND DRAINAGE EASEMENT
DONATION
(CORPORATION)**

KNOW ALL MEN BY THESE PRESENTS:

THAT *Jerry Palmer Homes, Inc.*, a Nebraska corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum One and 00/100 dollars (\$1.00) and for the sole consideration of the City of Omaha constructing the **drainage easement**, on the property described below; does hereby donate, grant and convey unto the *City of Omaha, Nebraska, a Municipal Corporation*, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer, drainage structure, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewer, drainage structure, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer and drainage easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer and drainage easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer and drainage easement runs with the land.
- 6) That said permanent sewer and drainage easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this

21st day of JULY, ~~19~~ 2008

Jerry Palmer Homes, Inc.
(Name of Corporation)

47-0535392
(Federal I.D. No.)

PRESIDENT or AUTHORIZED OFFICER:

ATTEST:

Gerald E. Palmer PRES
(Name and Title)

Patricia Sheppard
(Name and Title)
Secretary

(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

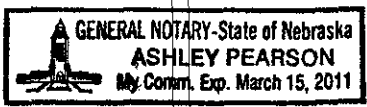
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 21st day of July, 2008, before me, a Notary Public in and for said County, personally came Gerald E. Palmer

President (Title), of Jerry Palmer Home Inc (Name of Corporation) «Owner» (Name), a Nebraska (State) Corporation, and, Patricia Sheppard (Name), secretary (Title) of said Corporation, to me personally known to be the respective officers

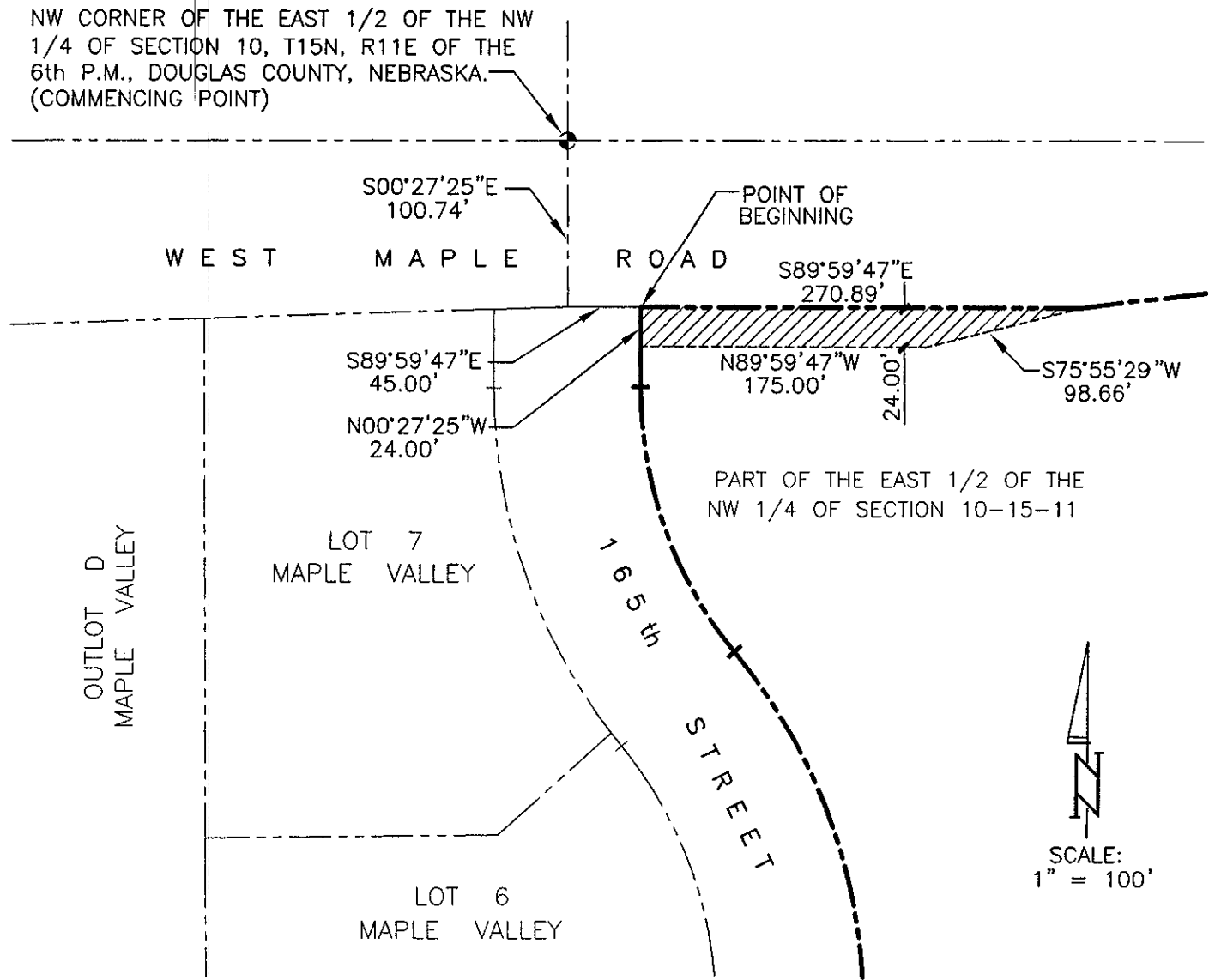
of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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



Ashley Pearson
NOTARY PUBLIC

Notary Seal



LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 10, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID EAST 1/2;

THENCE S00°27'25"E (ASSUMED BEARING) 100.74 FEET ON THE WEST LINE OF SAID EAST 1/2 TO THE SOUTH LINE OF WEST MAPLE ROAD;

THENCE S89°59'47"E 45.00 FEET ON THE SOUTH LINE OF WEST MAPLE ROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF 165TH STREET;

THENCE CONTINUING S89°59'47"E 270.89 FEET ON THE SOUTH LINE OF WEST MAPLE ROAD;

THENCE S75°55'29"W 98.66 FEET;

THENCE N89°59'47"W 175.00 FEET TO THE EAST LINE OF 165TH STREET;

THENCE N00°27'25"W 24.00 FEET ON THE EAST LINE OF 165TH STREET TO THE POINT OF BEGINNING.

EXHIBIT "A"

S.I.D. # 48 (MAPLE VALLEY)

TD2 FILE NO.: 1413-107-EX4

DATE: JULY 17, 2008

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