

WHEREAS, Ronald P. Jones and Joyce A. Jones, husband and wife, (herein referred to as the "Grantor") desires to grant a perpetual sanitary sewer easement over certain property owned by the Grantor to Sanitary and Improvement District No. 330 of Douglas County, Nebraska, and the City of Omaha, a municipal corporation, the State of Nebraska (herein collectively referred to as the "Grantee" except as otherwise noted),

NOW, THEREFORE, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibit "A" does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sanitary sewer easement over, on, across, under the property as shown on Exhibit "A" attached hereto and incorporated herein by reference as all set out herein.

1. The scope and purpose of the easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. The Grantee shall have the full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of said easement. Provided, however, that the rights in said easements of the City of Omaha shall have no force and effect unless and until the property on which said sanitary sewer improvements are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said sewer improvements as public facilities.

2. For the consideration hereinabove recited, the Grantor, being the owner of the property described in Exhibit "A", does herewith give and grant unto the Grantee, its successors and assigns, a temporary construction easement over, on, across, and under the property as shown on Exhibit "A", attached hereto and incorporated herein by reference all as set out herein. This easement shall expire at such time as Grantee, or its agents, contractors, employees, or representatives shall no longer require any portion of the temporary easement area for the initial construction of said sanitary sewer line, or twelve (12) months after the execution of this easement, whichever comes first.

3. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 330 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha, agrees effective with the annexation of the property on which such sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or construction 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. It is understood that Grantee shall not be required to replace the ground cover disturbed by the construction of said sanitary sewer improvements.

4. Grantor shall have a perpetual right to connect to the sanitary sewer line constructed by Grantee on the property shown on Exhibit "A" to the extent necessary to serve Grantor's property. No charge or fee shall be imposed by Grantee to Grantor, its successor and assigns, for the connection by it to the sanitary sewer line, whether in the form of a hook-up fee or otherwise. Nothing in this Agreement shall be construed to relieve Grantor, its successor and assigns, from the fees for connection to or use of the public sewer system imposed generally upon property and sewer users by the ordinances of the City of Omaha.

5. 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 such premises, that the Grantor has good, right and lawful authority to grant said easement way, and that the Grantor further hereby covenants to warrant and defend said easement way against the lawful claims of all persons whomsoever.

6. This Easement shall be binding upon 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 7th day of June, 1985.

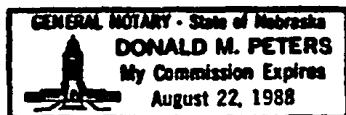
Ronald P. Jones
Ronald P. Jones

Joyce A. Jones
Joyce A. Jones

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7 day of June, 1985 by Ronald P. Jones and Joyce A. Jones, husband and wife, Grantor.

Donald M. Peters
Notary Public



LEGAL DESCRIPTIONPermanent Sanitary Sewer Easement

A permanent easement for construction and maintenance of a sanitary sewer in the Northwest Quarter of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Southwest corner of said Northwest 1/4; thence North 00°20'47" West (assumed bearing) for 1019.51 feet; thence South 88°41'51" East for 33.01 feet to a point in the East right-of-way line of 144th Street and the TRUE POINT OF BEGINNING; said easement being a strip of land 15 feet wide and centered on the next three courses; thence South 88°41'51" East for 269.63 feet; thence South 87°18'58" East for 320.35 feet; thence South 85°42'38" East for 255.58 feet to a point of connection with an existing sewer (S.O.S. 4265); said point being 758.50 feet North of and 871.26 feet East of the Southwest corner of said Northwest 1/4 of Section 1.

LEGAL DESCRIPTIONTemporary Easement for Construction of Sanitary Sewer

A temporary easement for construction of a sanitary sewer in the Northwest Quarter of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Southwest corner of said Northwest 1/4; thence North 00°20'47" West (assumed bearing) for 1019.51 feet; thence South 88°41'51" East for 33.01 feet to a point in the East right-of-way line of 144th Street and the TRUE POINT OF BEGINNING; said Easement being a strip of land 60 wide and centered on the next three courses; thence South 88°41'51" East for 269.63 feet; thence South 87°18'58" East for 320.35 feet; thence South 85°42'38" East for 255.58 feet to a point of connection with an existing sewer (S.O.S. 4265); said point being 758.50 feet North of and 871.26 feet East of the Southwest corner of said Northwest 1/4 of Section 1.

NW 1/4 Sec 1
T14N, R11E

Exist. Sewer
S.O.S. 4265

978.50'

SCALE: 1" = 200'



RECEIVED

1985 SEP -6 PM 2:31

GEORGE J. BUGLEWICZ
REGISTERED SURVEYOR
DOUGLAS COUNTY, NE

33' R.O.W.

S 87° 18' 58" E 320.35'

S 88° 41' 51" E 269.63'

S 85° 42' 38" E 255.58'

60' Temporary
Easement

15' Permanent
Easement

S 88° 41' 51" E
33.01'

871.26'

NW Cor NW 1/4
Sec 1, T14N, R11E

Section Line

Point of Beginning

SW Cor NW 1/4
Sec 1, T14N, R11E

N 00° 20' 47" W
1019.51'

BR 750 Del W NL 4-11-85 Fee 20.50
PG 574 Indx AN 1/1N 1-14-11 du MC AA
OF Misc Comp AN Comp ?

Book _____ Page _____ Date 3-14-85 Job Number 840883-02



lamp, ryneason & associates, inc.
architects engineers surveyors planners

14747 california street

omaha, nebraska 68154.

402-498-2488