

WHEREAS, Ronald P. Jones and Joyce A. Jones, husband and wife, (herein referred to as the "Grantor") desires to grant a perpetual storm sewer and water 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 storm sewer and water 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 storm sewer and water pipe lines, including all necessary man-holes and other related appurtenances, and the transmission through said sewers of storm water. 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 storm sewer and water 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 storm sewer 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 storm sewer improvements.

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 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.

5. This Easement shall be binding upon the successors and assigns of the respective parties hereto.

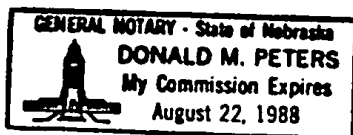
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 26 day of July, 1985.

Ronald P. Jones
Ronald P. Jones

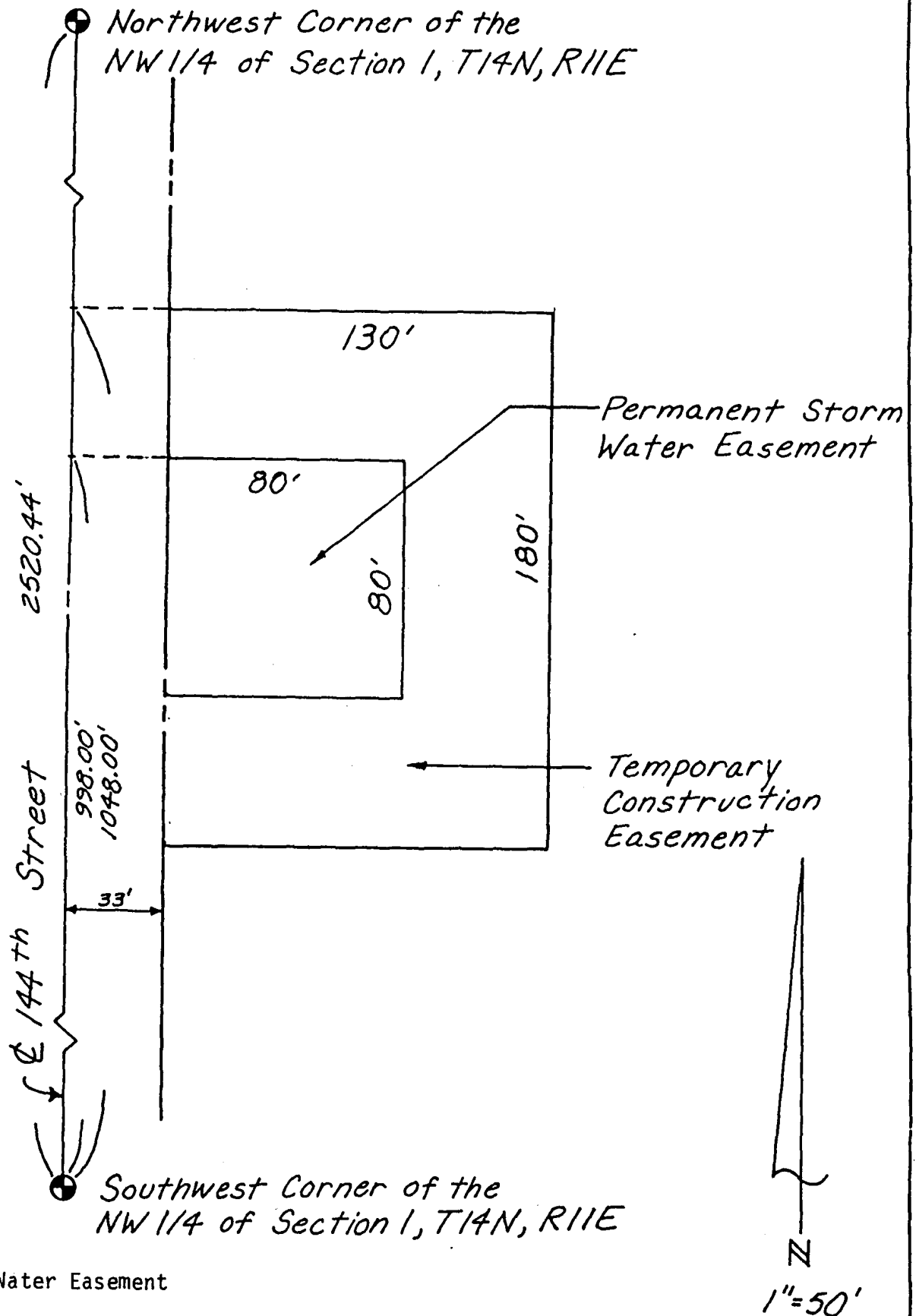
Joyce A. Jones
Joyce A. Jones

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of July, 1985 by Ronald P. Jones and Joyce A. Jones, husband and wife, Grantor.



Donald M. Peters
Notary Public



Permanent Storm Water Easement

Temporary Construction Easement

Page 1 of 2

Book _____ Page _____

Date 6-14-85

Job Number 840983-03



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

14747 california street

omaha, nebraska

68154

402-496-2498

LEGAL DESCRIPTION for a Permanent Storm Water Easement:

The North 80 feet of the South 998 feet of the East 80 feet of the West 113 feet of the Northwest 1/4 of Section 1, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska.

LEGAL DESCRIPTION for a Temporary Construction Easement:

The North 180 feet of the South 1048 feet of the East 130 feet of the West 163 feet EXCEPT the North 80 feet of the South 998 feet of the East 80 feet of the West 113 feet of the Northwest 1/4 of Section 1, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska.

LAMP, RYNEARSON & ASSOCIATES, INC.
June 14, 1985
Page 2 of 2

BK 750 Del 4 N 1-14-11 2w Fee 20.50
PG 582 Indx 1N 1N MC 11
OF Misc Comp 171 Comp 17

GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

1985 SEP -6 PM 2:31

RECEIVED

4662 F Misc