

GRANT OF EASEMENT

PERMANENT STORM SEWER EASEMENT

This Grant of Easement made this 4th day of June, 1997, between Bruhn's Packing Company, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 415 of Douglas County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City" and also to the general public for sidewalk use only.

THAT, said Grantor in consideration of the sum of One dollars (\$ 1.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto said SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

(See Exhibit "A" attached hereto and made a part hereof for the description of said easement)

2. Grantor does hereby grant and confirm unto said SID, its successors and assigns, together with the right of ingress and egress from said premises to the general public for the purpose of constructing, inspecting and maintaining or operating a storm sewer and drainageway and associated appurtenances at the will of the SID.
3. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by Grantor, his successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.
4. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said storm sewer and drainageway, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
5. That SID shall cause any disturbance of grade made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.

EPA CONSULTING GROUP
12001 "Q" Street
Omaha, NE 68137

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- 6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 7. That said easement is granted upon the condition that the SID will 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.
- 8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the SID or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

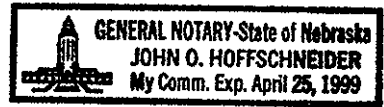
IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

Bruhn's Packing Company - Jacqueline G. Polow, Pres.
Bruhn's Packing Company

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 11 th day of June, 1997, before me, a Notary Public in and for said County and State, personally appeared Jacqueline G. Polow, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

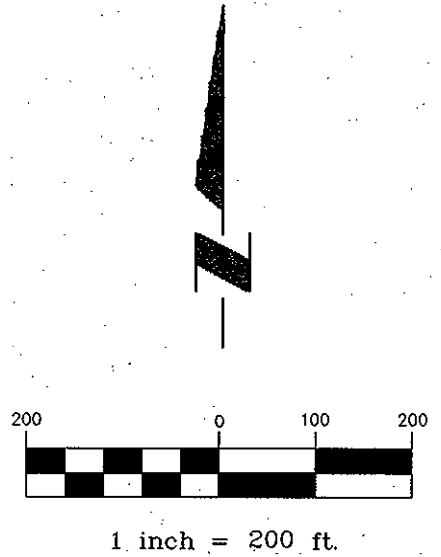
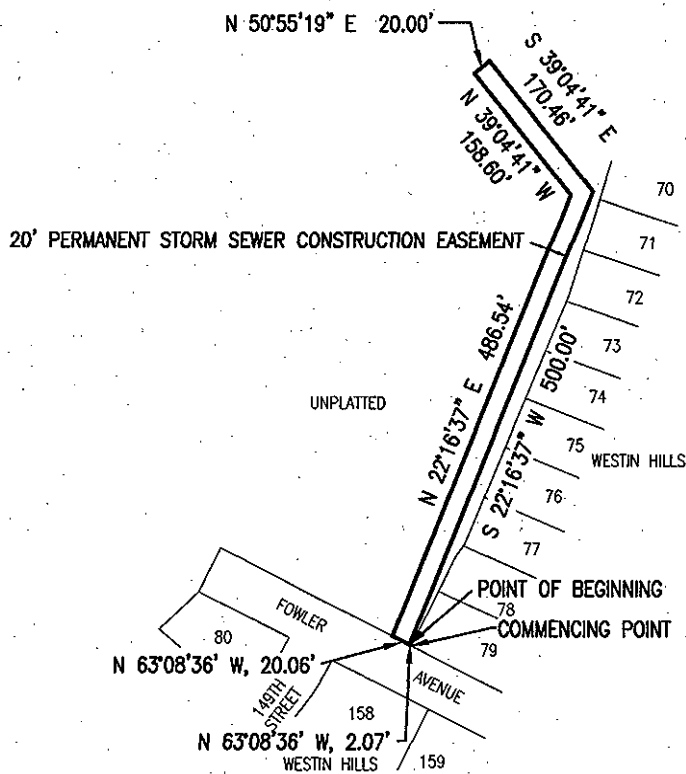
[Signature]
NOTARY PUBLIC



My Commission expires 4/25/99

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

20-FOOT PERMANENT STORM SEWER EASEMENT WESTIN HILLS



LOTS NOT PLATTED
SE
NE
SW
NW

LEGAL DESCRIPTION 20-FOOT PERMANENT STORM SEWER EASEMENT WESTIN HILLS

A 20.00-foot wide permanent storm sewer easement located in part of the NE 1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Lot 79, Westin Hills, a subdivision located in said NE 1/4 of Section 2, said point also being on the Northerly right-of-way line of Fowler Avenue; thence N63°08'36"W (assumed bearing) along said Northerly right-of-way line of Fowler Avenue, a distance of 2.07 feet to the point of beginning; thence continuing N63°08'36"W along said Northerly right-of-way line of Fowler Avenue, a distance of 20.06 feet; thence N22°16'37"E, a distance of 486.54 feet; thence N39°04'41"W, a distance of 158.60 feet; thence N50°55'19"E, a distance of 20.00 feet; thence S39°04'41"E, a distance of 170.46 feet; thence S22°16'37"W, a distance of 500.00 feet to the point of beginning.

Said tract of land contains an area of 13,156 square feet or 0.302 acres, more or less.

W