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FILED SARPY CO. NE.
INSTRUMENT NUMBER
2009-00155
2009 JAN -6 A 8:39 AM
Sharon J. Hawley
REGISTER OF DEEDS

TEMPORARY EASEMENT

This indenture made this 19th day of December 2008, by and between 25th Street Partners, L.L.C., a Nebraska limited liability company hereinafter referred to as Grantor, and the City of Bellevue, Nebraska, a municipal corporation, hereinafter referred to as Grantee.

WITNESSETH:

That Grantor, in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors and assigns, guests, licensees, invitees and tenants a temporary easement, together with the rights of ingress and egress, for the construction, operation, maintenance, removal, relocation and demolition of a lift station, sewer lines, facilities and appurtenances thereto over, under and across the following described property:

Tax Lot B2B2, located in the Southwest Quarter of Section 34, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska; now replatted as: Parts of Lots 1 and 2, and a portion of Outlot A, Bellevue Professional Park Addition, an Addition to the City of Bellevue, Sarpy County, Nebraska.

The temporary easement herein granted shall be for a term of one (1) year from the date hereof or at such time that the Grantee discontinues use of the easement, whichever occurs first. At the end of the term of this Easement, the Grantee shall remove the lift station and any other facilities associated therewith. Said easement shall run with the land as an appurtenance thereto.

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it or any part thereof; that it is free from encumbrance and it will, forever warrant and defend the title thereto against the lawful claims of all person or entities whomsoever.

In witness whereof the Grantor has caused this temporary easement to be executed the day and year first above written.

25th Street Partners, L.L.C., a
Nebraska Limited Liability Company,
By: *Dennis J. Hoth*
Dennis J. Hoth, Managing Member

NCS 371575

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2009-00155A

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

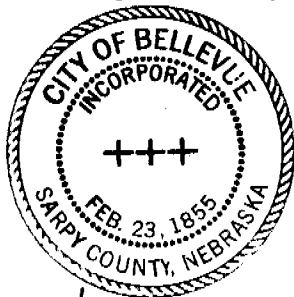
The foregoing instrument was acknowledged before me on December 19, 2008, by Dennis J. Hoth, Managing Member of 25th Street Partners, L.L.C., a Nebraska Limited Liability Company, Grantor.

Richard F. Greene
Notary Public



ACCEPTANCE

The Grantee herein accepts the conveyance herein and agree to abide by the terms herein.



City of Bellevue, Nebraska,
A Municipal Corporation, Grantee,

By: Ed Babbitt
Ed Babbitt, Mayor

ATTEST:

Kay Dammas Kay Dammas, City Clerk