



BK 1387 PG 303-305



MISC 2001 09440

lots 19, 20, 24+25

RICHARD M. JANECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

2001 JUN 26 PM 3:21

RECEIVED

TEMPORARY EASEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of June 2001 between BOOGE PROPERTIES LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to collectively, whether one or more, as GRANTOR, and SANITARY AND IMPROVEMENT DISTRICT NO. 470 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, hereinafter referred to as GRANTEE, and to its successors and assigns.

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto said Grantee, and its successors and assigns, the right to use the parcel of land described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein (the "Property").

This easement shall run with the land and terminate three (3) years after the recording date of this easement.

Said easement is granted for ingress and egress over, across, under and through the Property for the purpose of constructing, inspecting, operating and maintaining a temporary storm drainage area and associated appurtenances for the benefit of real property owned by Grantee.

This easement is also for the benefit of any successor, assign, contractor, agent, employee and representative of the Grantee in any of said construction and work.

Grantee shall replace or rebuild any and all improvements damaged by Grantee exercising its rights pursuant to this easement, except for any portion of the Property that is also subject to a permanent easement in favor of Grantee.

Grantee shall cause any disturbance of grade made on said easement strip to be properly refilled and shall cause the Property to be left in a neat and orderly condition.

Said Grantor for itself and its successors and assigns does confirm with said Grantee and its successors and assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons.

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482

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BKP 9-15-11 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN CR FV \_\_\_\_\_



3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is the lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons except those having any right, title or interest prior to this conveyance.

5. The person executing this instrument represents that he/she has the requisite authority to execute it on behalf of the Grantor partnership.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

BOOGE PROPERTIES LIMITED PARTNERSHIP,  
a South Dakota Limited Partnership, Grantor

By BOOGE ENTERPRISES, INC., a South  
Dakota Corporation, General Partner

By: Alan M. Booge  
Alan M. Booge, President

ACKNOWLEDGMENT

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF MARICOPA            )

This instrument was acknowledged before me on the 7<sup>th</sup> day of September, 2001, by Alan M. Booge, President of Booge Enterprises, Inc., a South Dakota Corporation, said corporation being a General Partner in Booge Properties Limited Partnership, a South Dakota Limited Partnership, on behalf of the said Corporation and said Limited Partnership.

Candace A. Niezgodzki  
Notary Public

