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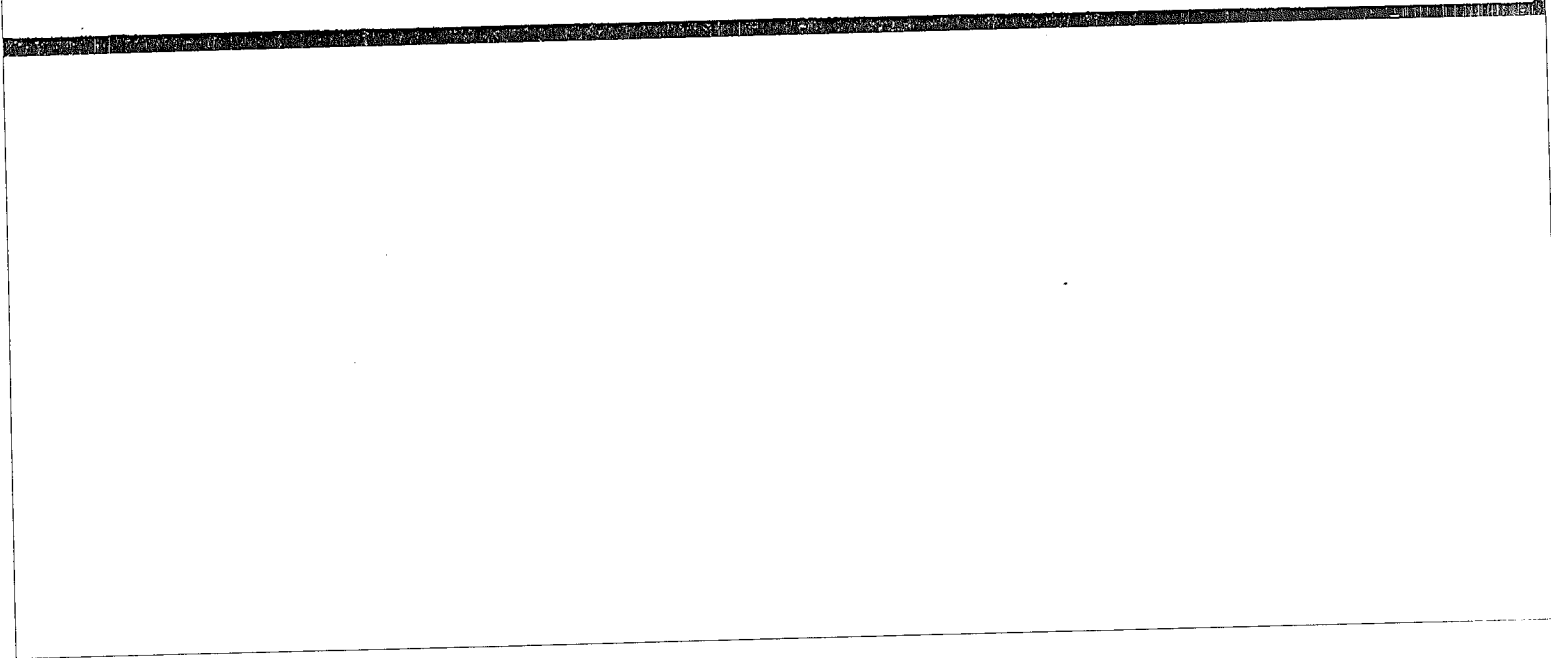
RICHARD J. TAKACH
REGISTER CLERK
DOUGLAS COUNTY

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10134

TEMPORARY GRADING AND DRAINAGE EASEMENT

That ZIMMERMAN-WILHOIT, LLC herein called "GRANTOR", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of one dollar (\$1.00), duly paid the receipt whereof is hereby acknowledged, and the Grantee, as hereinafter set out and expressed does hereby GRANT, REMISE, and RELINQUISH unto CITY OF OMAHA, a municipal corporation, its successors and assigns, the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, and operation, and appurtenances thereto belonging, over and through the described property, as indicated on the Exhibit entitled Temporary Grading and Drainage Easement (referenced on the back side), and as follows:

A Legal description of a Drainage Easement, located in Lot 1, Maple Creek Subdivision, a part of the East Half of the Northwest Quarter of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and more particularly described by metes and bounds as follows:


Beginning at the Southwesterly Corner of Lot 1, Maple Creek Subdivision, a part of the East Half of the Northwest Quarter of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and also said point is on the Northerly Right-of-way Line of Pinkney Street; Thence N 03° 13' 16" E, (an assumed bearing), and on the West Line of the East Half of the Northwest Quarter of said Section 15 or the Westerly Line of Lot 2 of said Maple Creek Subdivision, a distance of 90.00 feet; Thence N 89° 42' 25" E, a distance of 40.08 feet; Thence S 03° 31' 16" W, and parallel to the West Line of the East Half of the Northwest Quarter of said Section 15 or the Westerly Line of Lot 1 of said Maple Creek Subdivision, a distance of 90.00 feet to a point on the Southerly Line of Lot 1 of said Maple Creek Subdivision or the Northerly Right-of-way Line of said Pinkney Street; Thence S 089° 42' 25" W, and on the Southerly Line of Lot 1 of said Maple Creek Subdivision or the Northerly Right-of-way Line of said Pinkney Street, a distance of 40.08 feet to the point of beginning and containing a calculated area of 3,600.00 square feet or 0.083 acres, more or less.

As further consideration of this grant, the Grantee herein agrees as follows:

1. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
2. That in the event that anything is damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That following completion of construction, the Grantee will cause the prompt restoration to smooth surface contours and neat condition and shall seed the area disturbed during the course of construction.
4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Grantor, hereinabove mentioned, and the performance by the Grantee of the conditions and covenants herein set out.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

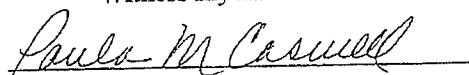
IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of February, 1998.


ZIMMERMAN-WILHOIT, LLC

STATE OF Missouri)
COUNTY OF Greene)ss:

On February 18th, 1998, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came Vaughn C. Zimmerman to me known to be the identical person (s), whose name (s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

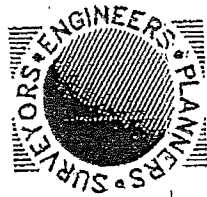

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

My Commission Expires: Jan 22, 1999

PAULA M. CASWELL Notary Public
Greene County State of Missouri
My Commission Expires Jan. 22, 1999

Carey Lester
Ross Engineering
645 W. St., Ste 210
Lincoln, NE 68508

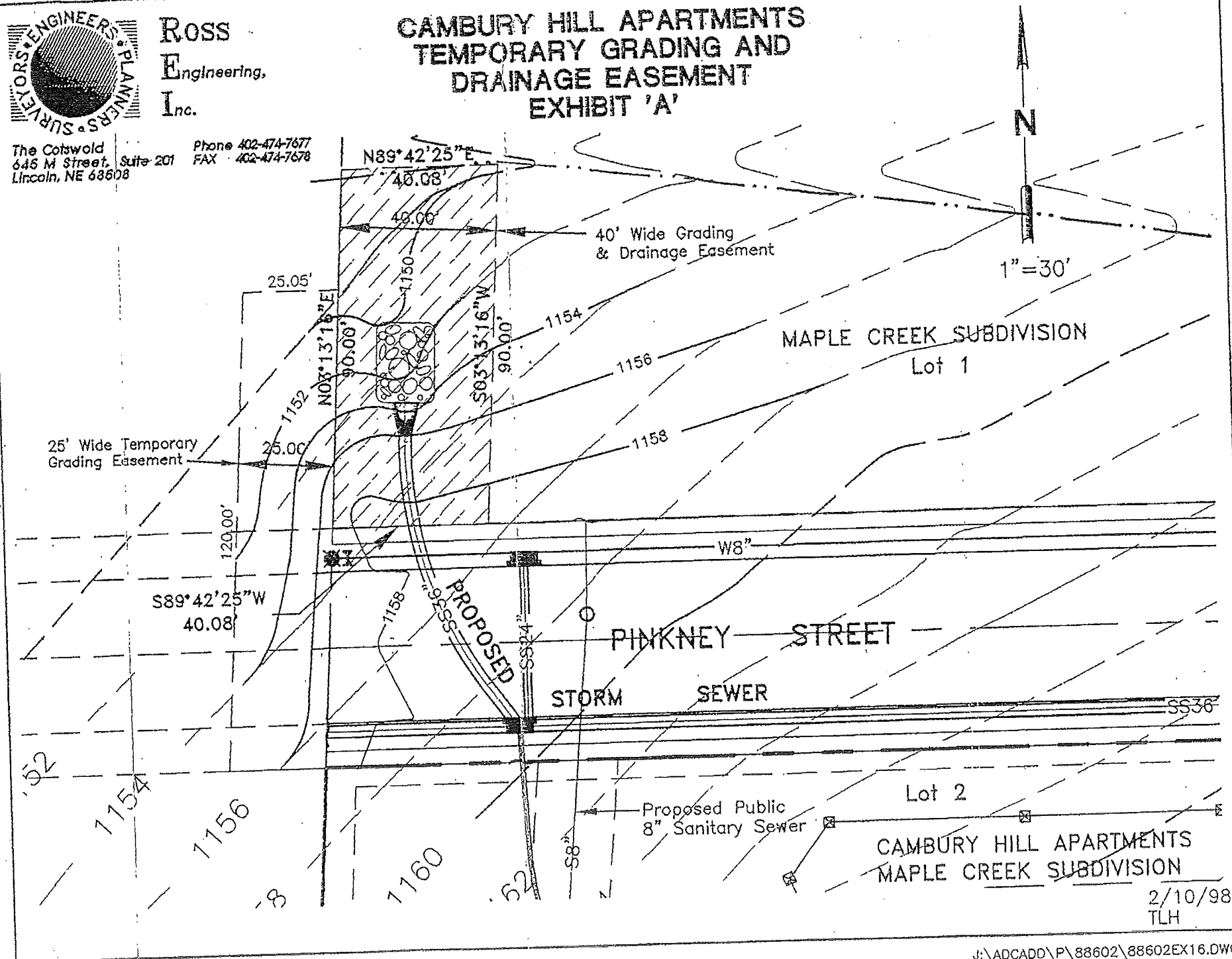


ROSS
Engineering,
Inc.

The Cotswold
646 M Street, Suite 201
Lincoln, NE 68508

Phone 402-474-7677
FAX 402-474-7678

CAMBURY HILL APARTMENTS TEMPORARY GRADING AND DRAINAGE EASEMENT EXHIBIT 'A'



2/10/98
TLH