



BK 1359 PG 281-284



MISC 2000 15764

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Date
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By

REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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TEMPORARY EASEMENT

THIS AGREEMENT, made this 14th day of November 2000 between BOOGE PROPERTY LIMITED PARTNERSHIP, hereinafter referred to as GRANTOR, and SANITARY AND IMPROVEMENT DISTRICT NO. 444 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 one hundred twenty (120) days 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 storm sewer and associated appurtenances for the benefit of real property owned by Grantee.

This easement is also for the benefit of any 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.

This easement contains the entire agreement of the parties; there are no other different agreements or understandings between the Grantor and Grantee or its agents; and that Grantor, in

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

25824

MISC 2050
 FEE 20 FB _____
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN dc FV _____

executing and delivering this easement, has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Temporary Easement on this 14th day of November 2000.

GRANTOR:
BOOGE PROPERTIES LIMITED
PARTNERSHIP,

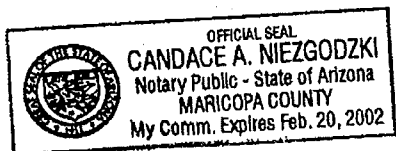
By: Alan Booge
Alan Booge, General Partner

STATE OF ~~NEBRASKA~~ ^{Arizona})
COUNTY OF Maricopa)

ss.

Before me, the undersigned, Notary Public in and for said County and State appeared Alan Booge, General Partner of Booge Properties Limited Partnership, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 14th day of November 2000.



Candace A. Niezgodzki
Notary Public

TEMPORARY CONSTRUCTION EASEMENT

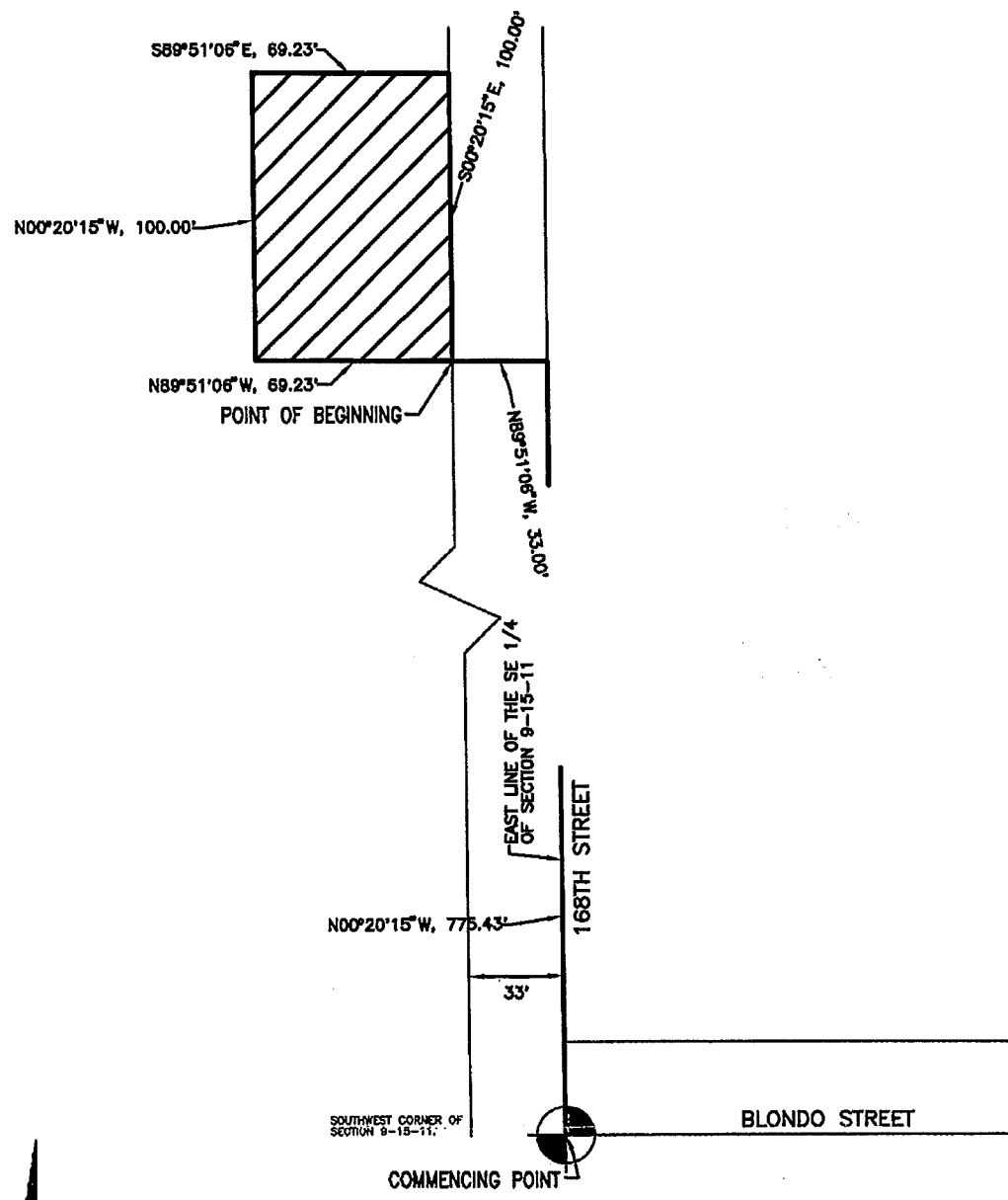
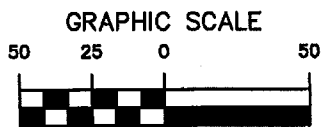


EXHIBIT A
 PAGE 1 OF 2



E & A CONSULTING GROUP, INC
 12001 "Q" STREET
 OMAHA, NEBRASKA 68137
 PHONE (402) 895-4700

LEGAL DESCRIPTION
 SEE PAGE 2 OF 2

DRAWN BY KGV
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 #98128
 9-1-00
 PAGE 1 OF 2

LEGAL DESCRIPTION
100.00 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT

A 100.00-foot wide Temporary Construction Easement located in the SE ¼ of Section 9, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the SE ¼ corner of said Section 9; thence N00°20'15"W (assumed bearing) along the East line of said SE ¼ of Section 9, a distance of 775.43 feet; thence N89°51'06"W, a distance of 33.00 feet to a point on the West Right-of-Way line of 168th Street, said point also being the Point of Beginning; thence continuing N89°51'06"W, a distance of 69.23 feet; thence N00°20'15"W, a distance of 100.00 feet; thence S89°51'06"E, a distance of 69.23 feet to a point on said West Right-of-Way line of 168th Street; thence S00°20'15"E along said West Right-of-Way line of 168th Street, a distance of 100.00 feet to the Point of Beginning.

Said 100.00 Foot Wide Temporary Construction Easement contains an area of 6,922.81 square feet or 0.159 acres, more or less.

SEE PAGE 1 OF 2 FOR DRAWING

#98128
9-1-00
E&A Consulting Group, Inc.
12001 "Q" Street
Omaha, NE. 68137

EXHIBIT A
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