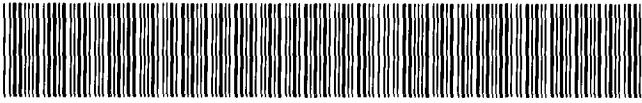


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41-28642 (Omaha) Home

Received - DIANE L. BATTIATO
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 3910 South Street
 Lincoln, NE 68506

Temporary Grading and Construction Easement

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B. HANS IPSON, ESQ.
KUTAK ROCK LLP
1650 FARNAM STREET
OMAHA, NE 68102-2186
(402)-346-6000

Nebraska Land Title & Abstract
PO Box 6577
Lincoln NE 68506

Omaha, Nebraska (50th & Ames)
Store No. 3151-00

TEMPORARY GRADING AND CONSTRUCTION EASEMENT

THIS TEMPORARY GRADING AND CONSTRUCTION EASEMENT (this "Easement") is made this 31 day of DECEMBER, 2012 by THE OMAHA HOME FOR BOYS, a Nebraska corporation ("Grantor"), in favor of WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Grantee").

PRELIMINARY STATEMENTS

Grantor is the fee simple owner of certain real property described on Exhibit A-1 attached hereto (the "Grantor Property"), including those portions of the Grantor Property depicted as "Temporary Construction Easement" on Exhibit A-2 attached hereto and made a part hereof (collectively, the "Easement Areas"). Grantee is the fee simple owner of certain real property described on Exhibit B attached hereto and made a part hereof (the "Wal-Mart Property"). In connection with Grantee's proposed development of the Wal-Mart Property and its proposed construction of certain on- and off-site improvements relating to the development of the Wal-Mart Property, including without limitation the removal, relocation and installation of certain traffic signal facilities (including, pole bases) and the reconstruction of pavement, curbs, sidewalks and curb ramps to meet current City of Omaha Standards (collectively, the "Improvements"), Grantor desires to grant to Grantee a temporary easement in, on and over the Easement Areas for (i) the grading, regrading, sloping, deposit and/or removal of fill, dirt and earth, (ii) the implementation and maintenance of any necessary erosion and sedimentation control measures, and (iii) the performance of all construction and demolition activities incidental to Grantee's construction of the Improvements, subject to the terms and conditions hereinafter set forth.

AGREEMENT

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

I. **Grant of Easement.** Grantor hereby grants to Grantee, its affiliates, successors, assigns, agents, contractors, licensees and invitees, for the benefit of the Wal-Mart Property, a temporary exclusive easement to enter upon and use the Easement Areas for (i) the removal, placement and deposit of fill, dirt and earth, and tree removal for the grading, regrading, seeding, sloping and maintenance of a

suitable slope or grade upon the Easement Areas, (ii) the implementation and maintenance of any necessary erosion and sedimentation control measures within the Easement Areas, and (iii) the performance of all construction and demolition activities incidental to Grantee's construction of the Improvements, including without limitation the operation of equipment, storage of materials and movement of a working force across and over the Easement Areas. Grantee shall be solely responsible for all costs to conduct its activities at the Easement Areas as permitted herein. During the term of this Easement, Grantor shall grant no other right in the Easement Areas or any portion thereof without Grantee's prior written consent. In the event that Grantee encounters irrigation improvements within the Easement Areas that interfere with the exercise of Grantee's rights hereunder, Grantee shall be permitted to relocate and/or alter the elevation of such irrigation improvements within the Easement Areas at Grantee's cost and expense so long as any such relocation and/or alteration performed by Grantee does not materially alter or diminish the operation of the affected irrigation improvements. Grantor acknowledges and understands that Wal-Mart's construction activities may result in increased noise and dust upon and within the vicinity of the Grantor Property.

2. **Access; Improvements.** During the term of this Easement, Grantee and/or its agents shall have the sole right to perform its proposed activities within the Easement Areas as set forth in Section 1 above, and to otherwise improve the Easement Areas. No buildings, improvements or other structures, nor any fill, fill material or embankment work shall be placed in, on, over or across the Easement Areas by Grantor during the term of this Easement without the express approval of Grantee. Grantee shall at all times conduct its activities at the Easement Areas in compliance with governmental regulations. Immediately following completion of the Improvements or upon earlier termination of this Easement pursuant to its terms, Grantee shall restore the Easement Areas (including any irrigation or landscaping improvements disturbed by Grantee) to the same condition as existed immediately prior to Grantee's activities within the Easement Areas; provided, however, that any irrigation improvements relocated or altered in accordance with the terms of this Easement and any Improvements constructed shall remain. Grantor acknowledges and agrees that during Grantee's performance of the Improvements, Grantee and/or its agents will be performing certain construction work to the Easement Areas (including, during the regular business hours of any business conducted on the Grantor Property), which will result in the periodic unavailability of portions of the Easement Areas to Grantor (and its invitees) and temporary restricted access to Ames Avenue to and from the Grantor Property.

3. **Binding upon Property.** The easement, rights and obligations created pursuant to the terms of this Easement shall be appurtenant to the Wal-Mart Property and run with and be binding upon the Easement Areas, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

4. **Term of Easement.** The Easement and all interests granted hereby shall automatically expire and terminate upon Grantee's completion of its proposed activities within the Easement Areas (which shall include the stabilization of the Easement Areas under Grantee's storm water permit).

5. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.

6. **Title.** Grantor confirms with Grantee and its assigns that Grantor is seized in fee of the Easement Areas and that it has the right to grant and convey the easement and rights granted herein, and that it will warrant and defend such easement and rights to Grantee and its assigns against the lawful

claims and demands of all persons. Grantor confirms that the Easement Areas is not subject to any deeds of trust or other voluntary monetary encumbrances.

[Signature Page Follows]

IN WITNESS WHEREOF, this Easement has been executed by Grantor as of the day and year first above written.

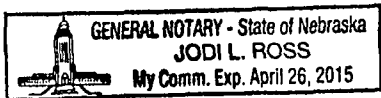
GRANTOR:

THE OMAHA HOME FOR BOYS, a Nebraska corporation

By: Jeffrey R Moran
Its: President and CEO
Date: 11/1/12

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 1st day of November, 2012, by Jeffrey R. Moran, the President of The Omaha Home for Boys, a Nebraska corporation, on behalf of the corporation.



Jodi L. Ross
Notary Public
My commission expires: April 26, 2015

EXHIBIT A-1

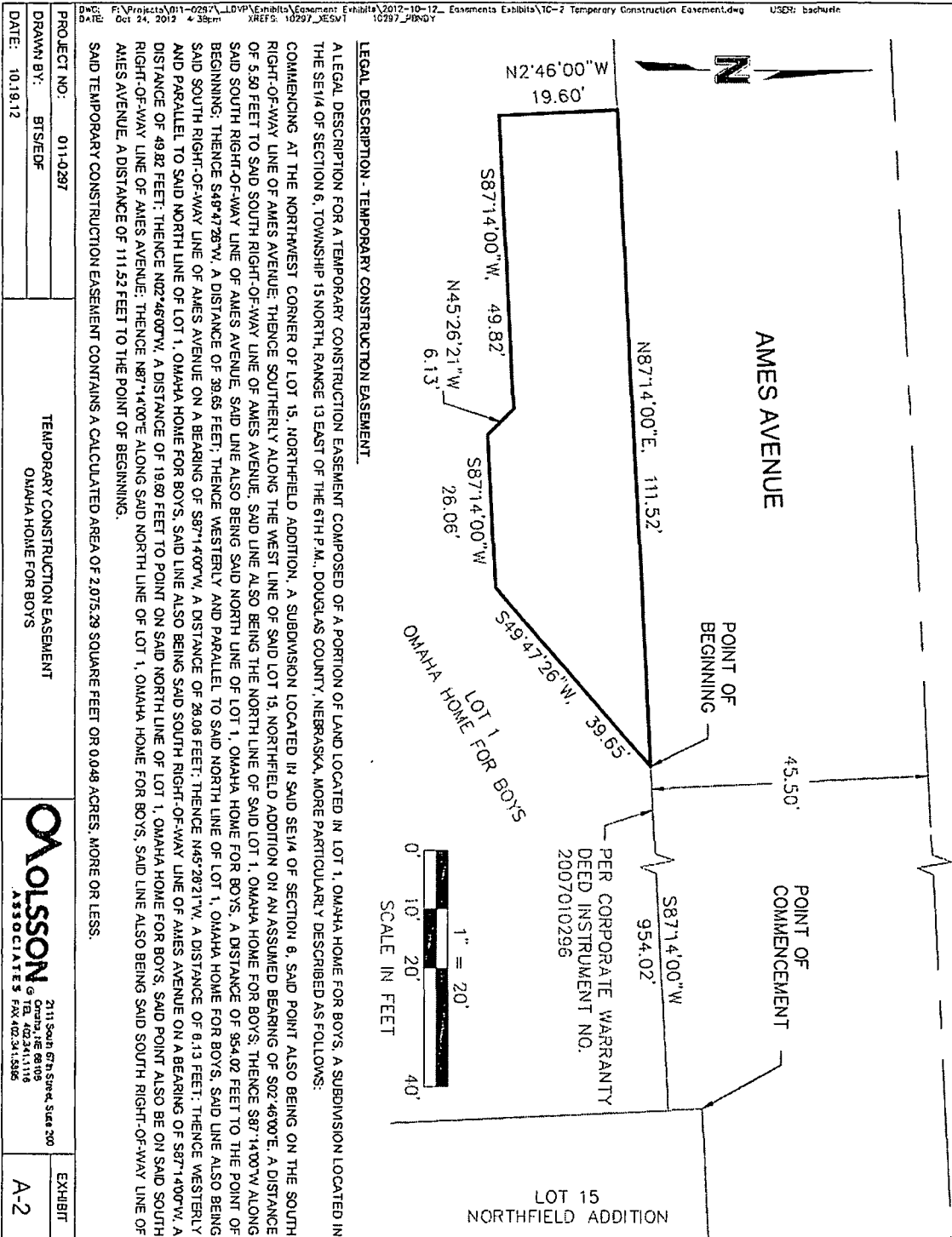
LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

Lot 1, Omaha Home for Boys, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT A-2

EASEMENT AREAS

(1 of 2)



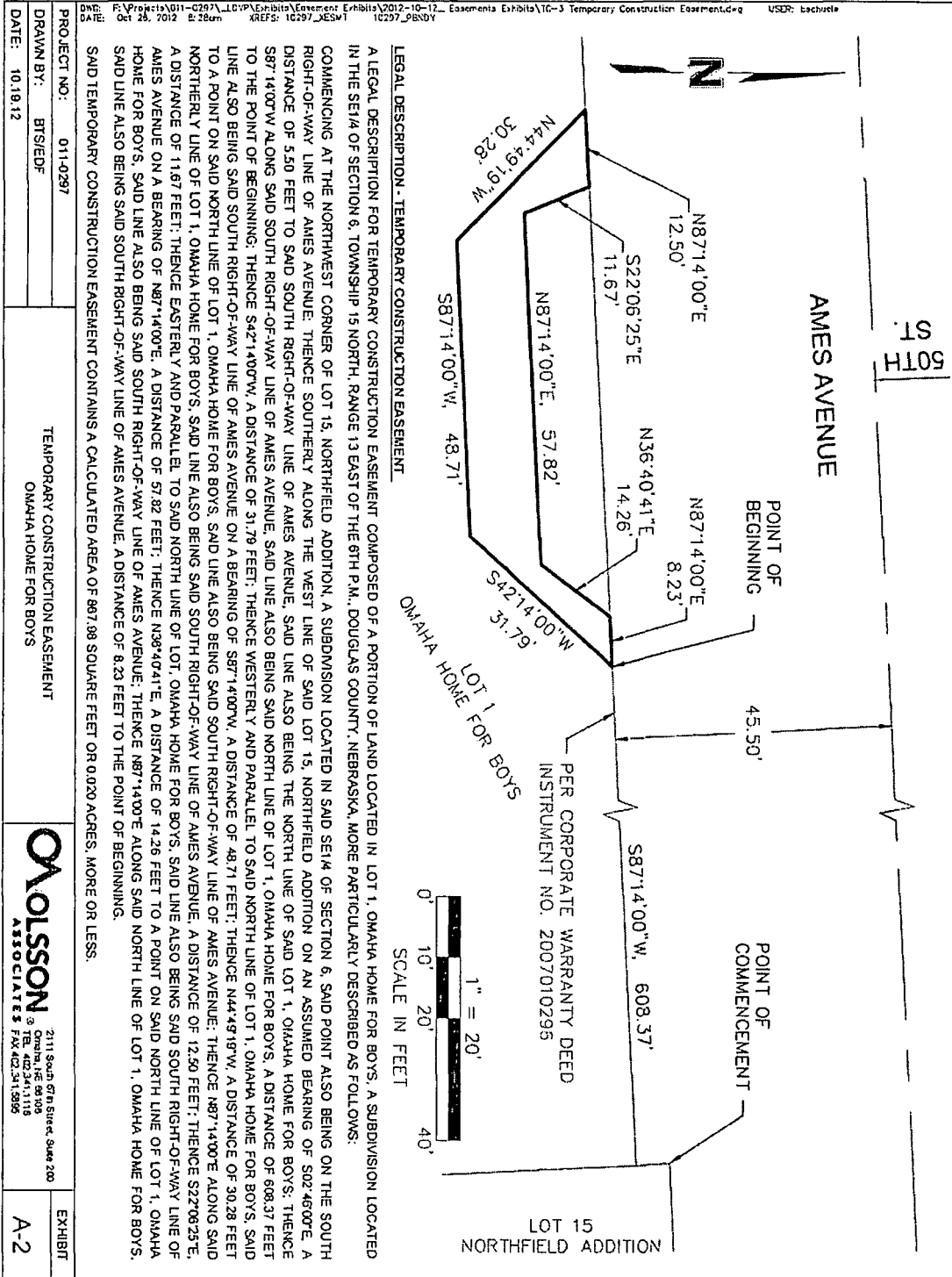
PROJECT NO.:	011-0-297	TEMPORARY CONSTRUCTION EASEMENT	EXHIBIT
DRAWN BY:	BT/SE/DF	OMAHA HOME FOR BOYS	A-2
DATE:	10.18.12		

OLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL: 402.341.1116
FAX: 402.341.1586

EXHIBIT A-2

EASEMENT AREAS

(2 of 2)



LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT COMPOSED OF A PORTION OF LAND LOCATED IN LOT 1, OMAHA HOME FOR BOYS, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 6, TOWNSHIP 15 NORTH, RANGE 13 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 15, NORTHFIELD ADDITION, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 6, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 15, NORTHFIELD ADDITION ON AN ASSUMED BEARING OF S02°48'00"E, A DISTANCE OF 5.50 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, OMAHA HOME FOR BOYS; THENCE S87°14'00"W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 1, OMAHA HOME FOR BOYS, A DISTANCE OF 608.37 FEET TO THE POINT OF BEGINNING; THENCE S42°14'00"W, A DISTANCE OF 31.79 FEET; THENCE WESTERLY AND PARALLEL TO SAID NORTH LINE OF LOT 1, OMAHA HOME FOR BOYS, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE, A DISTANCE OF 48.71 FEET; THENCE N44°49'19"W, A DISTANCE OF 30.28 FEET TO A POINT ON SAID NORTH LINE OF LOT 1, OMAHA HOME FOR BOYS, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE; THENCE N87°14'00"E ALONG SAID NORTHERLY LINE OF LOT 1, OMAHA HOME FOR BOYS, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE, A DISTANCE OF 12.50 FEET; THENCE S22°06'25"E, A DISTANCE OF 11.67 FEET; THENCE EASTERLY AND PARALLEL TO SAID NORTH LINE OF LOT 1, OMAHA HOME FOR BOYS, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE ON A BEARING OF N87°14'00"E, A DISTANCE OF 57.82 FEET; THENCE N36°40'41"E, A DISTANCE OF 14.26 FEET TO A POINT ON SAID NORTH LINE OF LOT 1, OMAHA HOME FOR BOYS, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE; THENCE N87°14'00"E ALONG SAID NORTH LINE OF LOT 1, OMAHA HOME FOR BOYS, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF AMES AVENUE, A DISTANCE OF 8.23 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 897.98 SQUARE FEET OR 0.020 ACRES, MORE OR LESS.

PROJECT NO:	011-0297	TEMPORARY CONSTRUCTION EASEMENT	EXHIBIT
DRAWN BY:	BT/SJEDF	OMAHA HOME FOR BOYS	A-2
DATE:	10.19.12		

OLLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68105
 TEL: 402.341.1119
 FAX: 402.341.1385

EXHIBIT B

LEGAL DESCRIPTION OF THE WAL-MART PROPERTY

Lot 1, North Pointe Replat 2, as surveyed, platted and recorded in Douglas County, Nebraska.