



IT

TEMPORARY EXCLUSIVE CONSTRUCTION EASEMENT

This Agreement, is made this 28th day of May, 2009, by and between Edna J. Gerdes (Grantor) and the Village of Malcolm, Nebraska, (Grantee). Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell and convey unto Grantee, its successors, assigns, agents, contractors, subcontractors, and employees (hereinafter collectively referred to as "Grantee") the exclusive right to enter and occupy the property described on Exhibit "A" (Property) for the purposes of constructing an addition to the existing sewage treatment facility.

Grantor specifically, but without limitation, grants to Grantee the right to use the Property in the following manner: i) Erect and use construction equipment; ii) store equipment, materials and supplies; iii) erect security lighting and fences; and iv) perform any other tasks reasonably related to construction activities. During the term of the Easement, Grantee shall have the exclusive right to access and utilize the Property. The Easement herein granted does not convey any right or interest in the Property, except as stated herein.

The term of the Easement shall begin upon execution of this document and shall continue through the 2009-2010 crop season. The Easement shall terminate upon completion of construction, or on March 31, 2010, whichever is sooner.

Grantor warrants that: i) Grantor is the current owner of the Property; ii) even though the Property is currently leased for the purpose of growing crops, the Easement is not subject to any lease agreement; iii) Grantor has obtained the consent, approval and agreement of the tenants of the Property; and iv) the tenants will in no way interfere with Grantee's use of the Easement.

Grantor shall and does hereby agree to indemnify and save Grantee harmless from all claims from the tenants, their sub-tenants, heirs, devisees and assignees, regarding Grantee's use and enjoyment of the Easement.

Grantee shall assume all costs associated with the Easement, including surveying, construction, repair, maintenance, grading, weed control and snow removal.

Except as specifically stated to the contrary herein, the Easement grant is without warranty of title and is subject to all prior encumbrances, easements, restrictions, reservations, and rights-of-way affecting Grantor's property.

Sue Hagg Law

Grantee shall leave the property in as good of condition as it was taken, meaning the ground shall be ripped and free from any hazardous waste from hydrolic oil, gas or any other substance within seven (7) days after completion of construction or March 31, 2010, whichever is sooner. Grantee shall and does hereby agree to indemnify and save Grantor harmless from all claims for damages or liens arising from the operation, use, surveying, construction, repair, maintenance, grading, weed control and snow removal by Grantee on or over the Easement.

Grantee shall: i) exercise care to avoid damaging the Property in any manner not consistent with the purpose for which the Easement is granted; ii) cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which the Easement is granted; and iii) upon completion of construction, shall clean the Property of all rubbish, excess material, temporary structures, and equipment.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Temporary Exclusive Construction Easement on the date first set forth above.

GRANTOR
By: Edna J. Gerdes

GRANTEE
Village of Malcolm
By: Kim Masek, Chairman of the Board

Edna J. Gerdes
Edna J. Gerdes

Kim Masek
Kim Masek, Chairman of the Board

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on May 28, 2009 by Edna J. Gerdes and Kim Masek, as Chairman of the Board for the Village of Malcolm, Nebraska.

Witness my hand and notarial seal at Malcolm, Nebraska in said County, the date aforesaid.

My Commission Expires: 8/26/2011

Nadine Link
Notary Public



EXHIBIT A

A tract of land in Lot 12 of the Southeast Quarter Section 21, Township 11 North, Range 5 East of the Sixth P.M., Lancaster County, Nebraska, more particularly described as follows:
Commencing at a point on the west line of the Southeast Quarter said point being 437.93 feet north of the Southwest Corner of said Southeast Quarter; thence S 82°15'45" E 302.75 feet to the west line of County Road No. 1004, such point being the SE corner of the existing property owned by the Village of Malcolm (VoM Property), to the true point of beginning;

thence S 00°00'00" E 100.00 feet along the west line of County Road No. 1004;
thence N 82°15'45" W 300.00 feet;
thence N 00°00'00" W 250.00 feet;
thence S 82°15'45" E 100.00 feet to the NW corner of the VoM Property;
thence S 00°00'00" E 150.00 feet along said property line to the SW corner of the VoM Property;
thence S 82°15'45" E 200.00 feet along said property line to the point of beginning, containing 1.02 acres, more or less.

N/A pt L12 SE 1/4

Drawing is not to scale and is for illustration purposes only.

