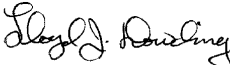



COUNTER_DKH
VERIFY_DKH
FEES \$ 22.00
CHG_SFILE
SUBMITTED_WALENTINE O'TOOLE MCQUILLAN

NEBRASKA DOCUMENTARY STAMP TAX
Nov 18, 2014
\$ Ex023 By DKH

FILED SARPY CO. NE. INSTRUMENT NUMBER
<b>2014-25761</b>
2014 Nov 18 11:08:49 AM

REGISTER OF DEEDS


Return to:

Michael F. Kivett  
Walentine O'Toole McQuillan & Gordon, L.L.P.  
PO Box 540125  
Omaha NE 68154-0125

### TEMPORARY CONSTRUCTION EASEMENT

*KNOW ALL MEN BY THESE PRESENTS:*

THAT **SCHOOL DISTRICT 37 (GRETNA PUBLIC SCHOOLS)**, a Nebraska school district, hereinafter referred to as GRANTOR, for and in consideration of the sum of **One Dollar (\$1.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **DRAGON STORAGE LLC**, a Nebraska limited liability company, hereinafter referred to as the GRANTEE, a temporary construction easement for the right to construct, maintain and operate storm sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

#### SEE EXHIBIT "A" ATTACHED HERETO TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the Grantee's Grading Permit has been closed and the Notice of Termination (NOT) has been filed by the Grantee with the Nebraska Department of Environmental Quality. Grantee shall provide copies of the Grading Permit Closure and NOT paperwork to Grantor.
2. That this easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, and lawns within the easement area as necessary for construction with the following exceptions: NONE.
3. That the GRANTEE shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE in any of said construction work.
4. That said GRANTOR does confirm with the said GRANTEE, and their successors and assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Temporary Construction Easement in the manner and form aforesaid, and GRANTOR shall warrant and defend this Temporary Construction Easement to said GRANTEE and their successors and assigns against the lawful claims and demands of all persons.
5. Grantee shall remove any accumulated sediment from Grantors Property within Temporary Construction Easement 2 and restore any areas damaged by sediment or erosion to their conditions prior to construction. Grantee has the right to enter Grantors Property for the purpose of removing sediment and restoring erosion. Grantor shall notify the Grantee in writing when any sediment has accumulated or erosion occurred on Grantors property. Grantee shall respond within 7 days with a plan for corrective work and all corrective work completed within 14 days.
6. Grantee shall notify Grantor 5 days prior to the start of any land disturbing activities on Grantees Property. Grantor shall take photos of Grantors Property as evidence of Pre-Construction

conditions of Grantors Property in relation to Temporary Construction Easement 2. Photos taken will be available to Grantee upon Request.

7. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings, except a Temporary Construction Easement, if and as applicable, between the GRANTOR and the GRANTEE or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 10<sup>th</sup> day of November, 2014.

SARPY COUNTY SCHOOL DISTRICT 77-0037 a/k/a  
GRETNA PUBLIC SCHOOLS, a Nebraska school district

By: Brad Fleck  
Name: BRAD FLECK  
Title: BOARD PRESIDENT

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF SARPY )

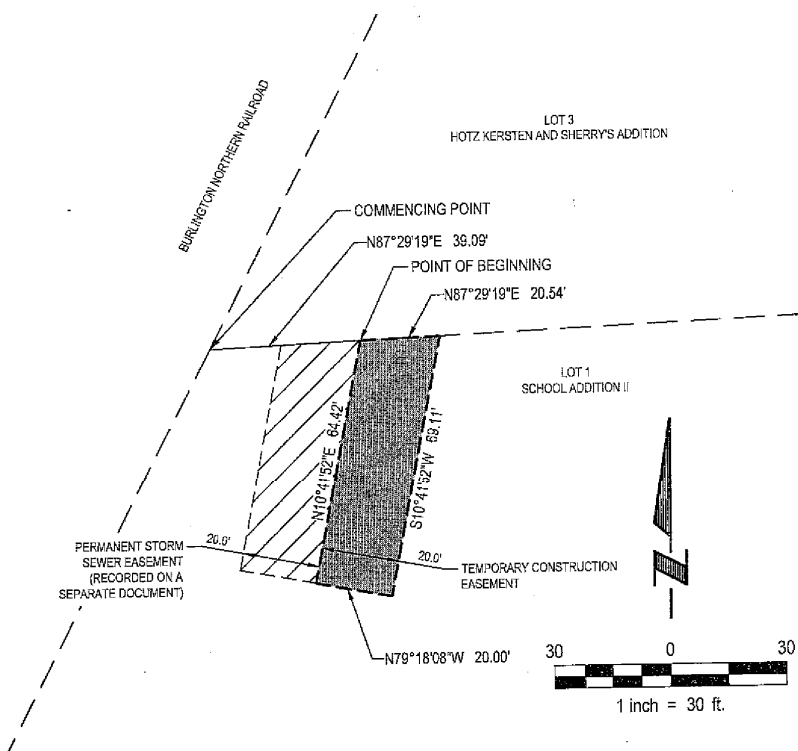
On this 10<sup>th</sup> day of November, 2014, before me, the undersigned, a Notary Public in and for said County, personally came BRAD FLECK of SARPY COUNTY SCHOOL DISTRICT 77-0037 a/k/a GRETNA PUBLIC SCHOOLS, a Nebraska school district, to me personally known to be the Superintendent of said school district and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Superintendent and the voluntary act and deed of said school district.

WITNESS my hand and Notarial Seal at Gretna, Nebraska, in said County the day and year last above written.



Sarah A. Roarty  
Notary Public

**EXHIBIT "A"**



**LEGAL DESCRIPTION**

A 20.0 FOOT TEMPORARY CONSTRUCTION EASEMENT LOCATED IN LOT 1, SCHOOL ADDITION II, A SUBDIVISION LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SCHOOL ADDITION II, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 3, HOTZ KERSTEN AND SHERRY'S ADDITION, A SUBDIVISION LOCATED IN SAID SECTION 35, SAID POINT ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE N87°29'19"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, SCHOOL ADDITION II, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 3, HOTZ KERSTEN AND SHERRY'S ADDITION, A DISTANCE OF 39.09 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING N87°29'19"E ALONG SAID NORTH LINE OF LOT 1, SCHOOL ADDITION II, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 3, HOTZ KERSTEN AND SHERRY'S ADDITION, A DISTANCE OF 20.54 FEET; THENCE S10°41'52"W, A DISTANCE OF 69.11 FEET; THENCE N79°18'08"W, A DISTANCE OF 20.00 FEET; THENCE N10°41'52"E, A DISTANCE OF 64.42 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,335 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

	<p><b>E &amp; A CONSULTING GROUP, INC.</b>                  Engineering • Planning • Environmental &amp; Field Services                  330 North 117th Street Omaha, NE 68154 Phone: 402.865.4700</p>		<p><b>TEMPORARY CONSTRUCTION EASEMENT</b>                  LOT 1, SCHOOL ADDITION II                  SARPY COUNTY, NEBRASKA</p>
	<p>Drawn by: JRS   Chkd by: _____   Date: 07/16/2014</p>	<p>Job No.: P2014.020.001</p>	