

FILED S. REY CO. NE.  
INSTRUMENT NUMBER  
2005-42361

2005 NOV 15 P 3:18 PM

*Glenn J. Langhin*  
REGISTER OF DEEDS

COUNTER *015* C.E. *D*  
VERIFY *015* D.E. *LM*  
PROOF *P*  
FEES \$ *15.50*  
CHECK# *22238122242*  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

### TEMPORARY CONSTRUCTION EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, JAMES E. GAMBRELL and BETTY GAMBRELL, husband and wife, hereinafter referred to as the "Grantor", hereby grants and conveys to Sanitary and Improvement District No. 269 of Sarpy County, Nebraska, and its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement, in, through, over and under the parcel of land described as follows:

See Exhibit "A" attached hereto and by this reference made a part of this Easement for the legal description of the easement area (hereinafter the "Easement Area").

The purpose and scope of the easement herein granted shall be to survey, grade, excavate, shape, inspect, place fill within and construct an embankment (the foregoing together are hereinafter referred to as the "Improvements") all for the purpose of completing the construction of a sanitary sewer. This temporary construct easement shall commence on the date hereof and shall continue during the period of construction of the Improvements, and shall terminate 60 days after the completion of the installation of the Improvements or December 31, 2005, whichever shall first occur.

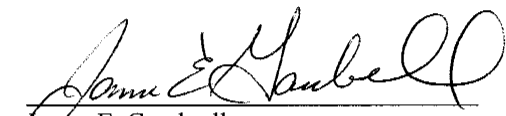
In regard to this easement, it is expressly agreed:

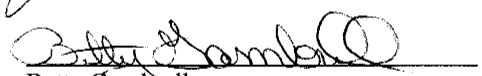
1. The Grantee, its engineers, contractors and agents, shall have the full right and authority of ingress and egress at all times upon the Easement Area in order to perform any of the acts and functions described within the purposes and scope of this easement.
2. The Grantee, and its engineers, contractors and agents, shall perform the work to construct the Improvements within the Easement Area. The installation of the Improvements shall be at the Grantee's cost. The Grantee agrees to indemnify and hold harmless the Grantors, and their successors and assigns, from and against any and all costs related to the installation of the Improvements. Upon completion of the Improvements described above, the Grantee shall restore the property to a good and neat condition. The Grantor shall not be responsible or liable for the payment for any of the costs for the construction of the Improvements.
3. During the term of the temporary easement, the Grantor agrees not to allow any buildings or structures to be placed within the Easement Area.
4. It is further agreed that the Grantor has lawful possession of said real estate, and good right and lawful authority to make the conveyance herein, and that the Grantor and its heirs, executors, administrators, successors and assigns shall warrant and defend the same.
5. The covenants of the Grantor herein contained shall constitute independent covenants running with the land and shall be binding upon Grantors, their heirs, executors, successors and assigns, and shall inure to the benefit of Grantee, and its agents, contractors, representatives, successors and assigns.

Dated this 14 day of November, 2005.

RECORD AND RETURN TO: *RED* Robert L. Peterson, Laughlin, Peterson & Lang  
11718 Nicholas Street, #101, Omaha, NE 68154

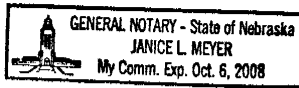
A

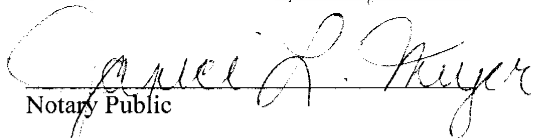
  
James E. Gambrell

  
Betty Gambrell

STATE OF NEBRASKA     )  
COUNTY OF SARPY       ) SS.

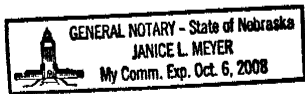
The foregoing instrument was acknowledged before me on Nov. 12,  
2005 by James E. Gambrell.

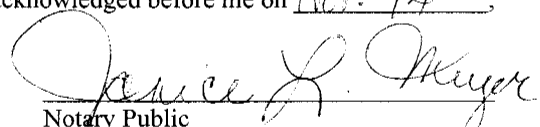


  
Notary Public

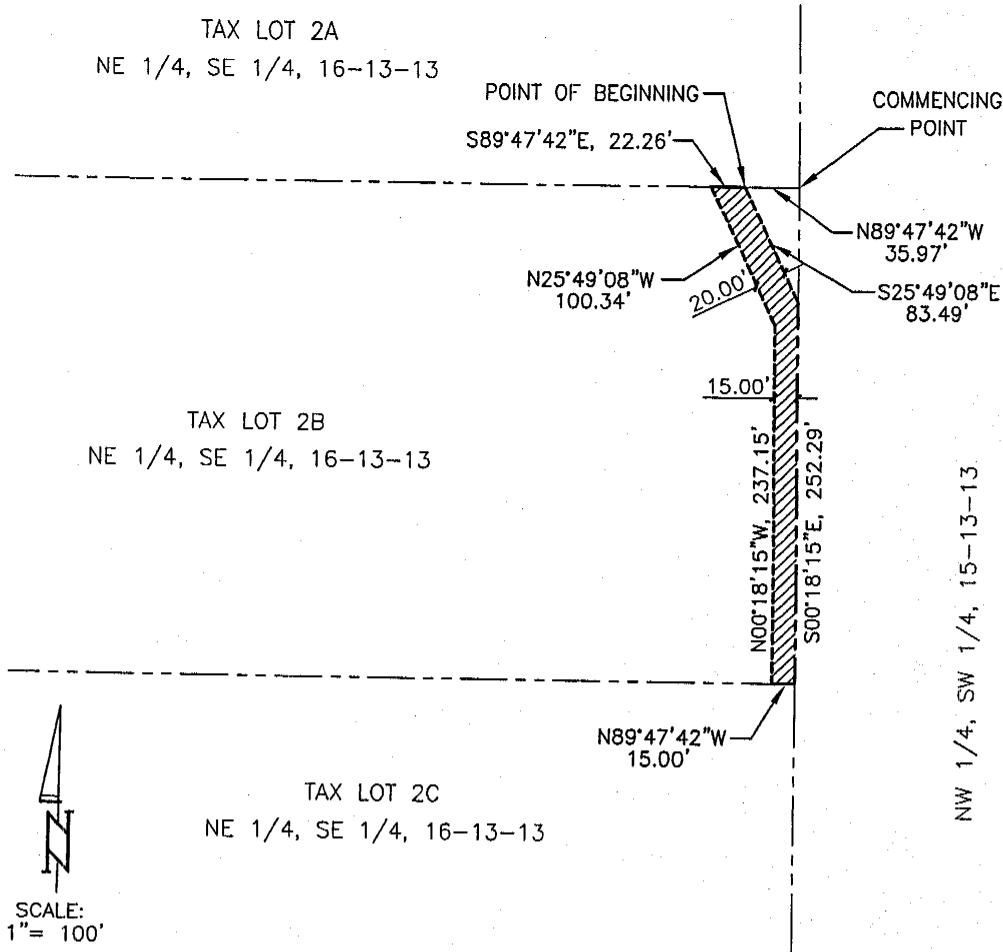
STATE OF NEBRASKA     )  
COUNTY OF SARPY       ) SS.

The foregoing instrument was acknowledged before me on Nov. 14,  
2005 by Betty Gambrell.



  
Notary Public

2005 42361 B



## LEGAL DESCRIPTION

THAT PART OF TAX LOT 2B IN THE NE 1/4 OF THE SE 1/4 OF SECTION 16, T13N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID TAX LOT 2B; THENCE N89°47'42"W (ASSUMED BEARING) 35.97 FEET ON THE NORTH LINE OF SAID TAX LOT 2B TO THE POINT OF BEGINNING; THENCE S25°49'08"E 83.49 FEET TO THE EAST LINE OF SAID TAX LOT 2B; THENCE S00°18'15"E 252.29 FEET ON THE EAST LINE OF SAID TAX LOT 2B TO THE SE CORNER THEREOF; THENCE N89°47'42"W 15.00 FEET ON THE SOUTH LINE OF SAID TAX LOT 2B; THENCE N00°18'15"W 237.15 FEET ON A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TAX LOT 2B; THENCE N25°49'08"W 100.34 FEET TO THE NORTH LINE OF SAID TAX LOT 2B; THENCE S89°47'42"E 22.26 FEET ON THE NORTH LINE OF SAID TAX LOT 2B TO THE POINT OF BEGINNING.

CONTAINING 0.13 ACRES MORE OR LESS.

S.I.D. 269/SCN.  
 ORCHARD VALLEY  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860  
 TD2 FILE NO.: 1409-101-E4  
 DATE: MAY 19, 2005