

TEMPORARY INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cottonwood Limited Partnership L.P.D., a Nebraska Limited Partnership, hereinafter referred to as Grantor, is the record owner and holder of legal title to that parcel of property described on the attached Exhibit "A" which is incorporated herein by this reference and for ease and convenience will be referred to as Parcel "A"; and

WHEREAS, the School District of the City of Papillion-LaVista of Sarpy County, Nebraska as Grantee, has purchased from Grantor that property described on the attached Exhibit "B" which is incorporated herein by this reference and for ease and convenience will be referred to as Parcel "B"; and

WHEREAS, it is the desire of the Grantor herein to grant and convey unto Grantee and to its successors and assigns, a non-exclusive temporary ingress/egress easement over, through and across that property described as Parcel "A" hereinafter for the purposes of providing Grantee, its successors and assigns and its customers and invitees, the right of ingress and egress over and across such Parcel "A" to and from the property referred to as Parcel "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee and to its successors and assigns, a non-exclusive temporary ingress/egress easement over, through and across the property described on the attached Exhibit "A" for the purpose of providing Grantee, its successors and assigns and its customers and invitees the right of ingress and egress over and across such Parcel "A" to and from the property referred to as Parcel "B".

TO HAVE AND TO HOLD the above described easement unto the Grantee and its successors and assigns, as appurtenant to the property as described on the attached Exhibit "B".

IT IS FURTHER AGREED AS FOLLOWS:

1. That no grading, fill or fill material, embankment work, buildings, improvements or other structures, shall be placed in, on, or over the easement area by Grantee, its successors and assigns without the written approval of Grantor.

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2. That said Grantor for itself and its successors and assigns does hereby confirm with the said Grantee and its assigns, that it is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid and that it will, and its heirs, executors and administrators shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all persons.

3. The boundaries of the easement area, Exhibit "A", are co-existent with the boundaries of Savannah Drive according to the preliminary plat of Cotterwood Subdivision, a subdivision of Sarpy County, Nebraska as approved by the City of Papillion. The parties agree that at such time as the final plat of Cotterwood is filed or there is a filed dedication of the easement area that such easement shall terminate and be of no further force and effect.

4. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the Grantee or its agents; that the Grantor in executing and delivering this instrument, has not relied upon any warranties, promises, or representations of the Grantee or its agents or otherwise except as set forth herein.

IN WITNESS WHEREOF, the undersigned has caused this Temporary Easement Agreement to be signed and delivered this 25th day of August, 1988.

COTTERWOOD LIMITED PARTNERSHIP L.P.,
A Nebraska Limited Partnership

By [Signature]

By William R. Park, Jr.

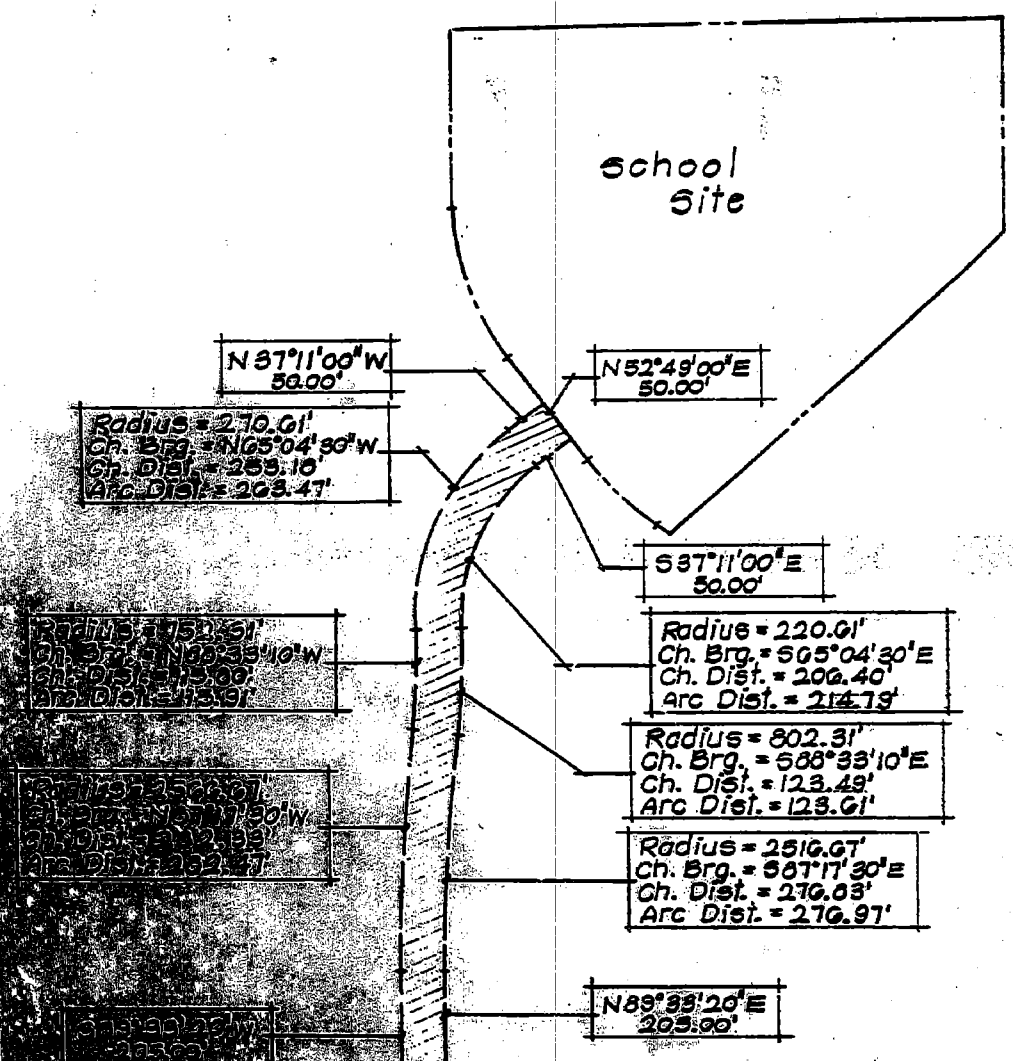
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, the undersigned, Notary Public in and for said County and State appeared Charles A. Post and William A. Bowley Jr. to me known to be the General Partners of Cottonwood Limited Partnership L.T.D., a Nebraska Limited Partnership and acknowledged their execution to be their voluntary act and deed and the voluntary act and deed of said Partnership.

WITNESS my hand and Notarial Seal this 25 day of February, 1988.

Shirley J. Kramer
Notary Public





Radius = 270.01'
 Ch. Brg. = N 65° 04' 30" W
 Ch. Dist. = 259.10'
 Arc Dist. = 263.47'

N 52° 49' 00" E
 50.00'

S 37° 11' 00" E
 50.00'

Radius = 152.31'
 Ch. Brg. = N 55° 35' 10" W
 Ch. Dist. = 139.00'
 Arc Dist. = 139.91'

Radius = 220.01'
 Ch. Brg. = S 65° 04' 30" E
 Ch. Dist. = 200.40'
 Arc Dist. = 214.73'

Radius = 256.31'
 Ch. Brg. = N 67° 17' 50" W
 Ch. Dist. = 232.33'
 Arc Dist. = 232.47'

Radius = 302.31'
 Ch. Brg. = S 68° 33' 10" E
 Ch. Dist. = 123.49'
 Arc Dist. = 123.61'

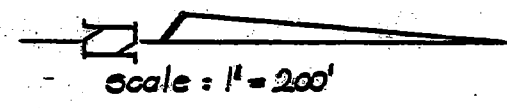
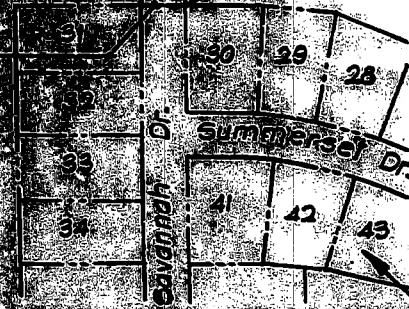
Radius = 2516.07'
 Ch. Brg. = S 67° 17' 30" E
 Ch. Dist. = 270.83'
 Arc Dist. = 270.97'

N 89° 33' 20" E
 205.00'

S 65° 04' 30" W
 223.00'

S 67° 17' 30" W
 223.00'

Point of Beginning



Colton - Wood
 (S. & D. No. 137)

RECORDING "A"

Legal Description:

That part of the N.W.¼ of Section 25, T14N, R12E of the 6th Principal Meridian, as surveyed, platted, and recorded; thence S00°26'40"E (assumed bearing) on the Southerly extension of the West line of said Lot 30 to the N.W. corner of Lot 31, said Cotton-Wood; thence S89°33'20"W, 205.00 feet to a point of tangency; thence westerly on a 2566.67 foot radius curve to the right, chord bearing N47°17'30"E, a chord distance of 282.33 feet for an arc distance of 282.47 feet to a point of tangency; thence Northwesterly on a 752.31 foot radius curve to the left, chord bearing N89°33'20"W, a chord distance of 115.80 feet, for an arc distance of 115.91 feet to a point of tangency; thence Northwesterly on a 270.61 foot radius curve to the right, chord bearing N65°04'30"W, a chord distance of 253.18 feet, for an arc distance of 253.47 feet to a point of tangency; thence N37°11'00"W, 50.00 feet; thence N52°49'00"E, 50.00 feet; thence S37°11'00"E, 50.00 feet to a point of curve; thence Southeasterly on a 220.61 foot radius curve to the left, chord bearing S65°04'30"E, a chord distance of 206.40 feet, for an arc distance of 214.79 feet to a point of reverse curve; thence Southeasterly on an 802.31 foot radius curve to the right, chord bearing S88°33'10"E, a chord distance of 123.49 feet, for an arc distance of 123.61 feet to a point of reverse curve; thence Southeasterly on a 2516.67 foot radius curve to the left, chord bearing S87°17'30"E, a chord distance of 276.83 feet, for an arc distance of 276.97 feet to a point of tangency; thence N89°33'20"E, 205.00 feet to the point of beginning.

File No. 638-116

88-02112

That part of the N.W. 1/4 of Section 25, T14N, R12E of the 6th P.M., Sargy County, Nebraska, described as follows: Commencing at the N.E. corner of said N.W. 1/4; thence West (assumed bearing) 1331.10 feet on the North line of said N.W. 1/4 to the N.E. corner of Tax Lot 1C; thence S 00 degrees 18 minutes 50 seconds E 760.00 feet on the East line of Tax Lot 1C to the S.E. corner of Tax Lot 1C; thence West 575.00 feet on the South line of Tax Lot 1C and the Westerly extension thereof; thence S 00 degrees 57 minutes 53 seconds E 855.12 feet to the point of beginning; thence continuing S 00 degrees 57 minutes 53 seconds E 620.20 feet; thence East 212.34 feet to a point of curve; thence Northeasterly on a 202.19 foot radius curve to the left, chord bearing N 71 degrees 24 minutes 26 seconds E, chord distance 179.93 feet, arc distance of 163.15 feet to a point of tangency; thence N 52 degrees 49 minutes 00 seconds E 150.00 feet to a point of curve; thence Northeasterly on a 379.98 foot radius curve to the left, chord bearing N 44 degrees 23 minutes 22 seconds E, chord distance 101.23 feet, arc distance of 111.78 feet to a point of tangency; thence N 23 degrees 57 minutes 14 seconds E 15.62 feet; thence N 42 degrees 42 minutes 12 seconds E 299.01 feet; thence N 45 degrees 00 minutes 00 seconds W 80.00 feet; thence West 215.00 feet to the point of beginning.