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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT ERNEST E. DOLL and SANDRA J. DOLL, hereinafter referred to as GRANTORS, for and in consideration of the sum of One Thousand Seven Hundred Dollars (\$1,700.00), the receipt of which is hereby acknowledged, do hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 427 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction and grading of a paving project, storm sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed 180 calendar days from the date construction begins or July 1, 2001, whichever date should first occur.
2. That said 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

Gaines Pansing & Hooper
Regency One Building
10050 Regency Circle
Omaha, NE 68114

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completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the GRANTEE in any said construction work.


4. That said GRANTORS for themselves and their successors and assigns, do confirm with the said GRANTEE and its assigns, including public utility companies and their assigns, and that they, the GRANTORS are well seized in fee of the above-described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they and their successors and assigns, shall warrant and defend this temporary easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.

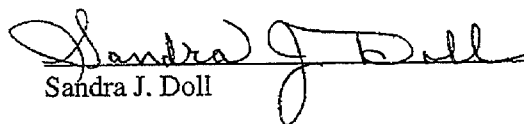
5. The GRANTEE reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

6. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition if and as applicable, between the GRANTORS and GRANTEE or its agents; and that the GRANTORS in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

7. The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

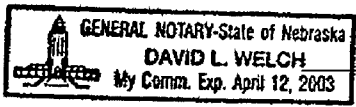
IN WITNESS WHEREOF said GRANTORS have hereunto set their hands this 15 day of September, 2000.


Ernest E. Doll


Sandra J. Doll

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15 day of September, 2000, before me, the undersigned, a Notary Public in and for said County, personally came Ernest E. Doll, to me personally known and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

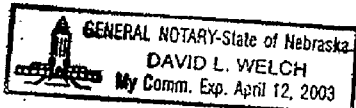


[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires: April 12 2003

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15 day of September, 2000, before me, the undersigned, a Notary Public in and for said County, personally came Sandra J. Doll, to me personally known and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.



[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires: April 12 2003

TRACT 12 {EXHIBIT A}

TEMPORARY GRADING EASEMENT

A temporary construction and grading easement lying north of and abutting the existing county roadway easement in the Southeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska described as follows;

Commencing at the southeast corner of the Southeast Quarter of Section 27;

Thence South $87^{\circ}15'47''$ West (bearings referenced to the Final Plat of STONE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 987.32 feet along the south line of the Southeast Quarter of Section 27;

Thence North $02^{\circ}44'13''$ West for 33.00 feet to the north line of the existing county roadway easement and the TRUE POINT OF BEGINNING;

Thence South $87^{\circ}15'47''$ West for 338.20 feet parallel with and 33.00 feet north of the south line of the Southeast Quarter of Section 27;

Thence North $02^{\circ}44'13''$ West for 26.67 feet;

Thence North $87^{\circ}23'36''$ East for 338.21 feet;

Thence South $02^{\circ}44'13''$ East for 25.90 feet to the north line of the existing county roadway easement and the Point of Beginning.

Contains 0.20 acre.

LEGAL DESCRIPTION

A temporary construction and grading easement lying north of and abutting the existing county roadway easement in the Southeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 27;
Thence South 87°15'47" West (bearings referenced to the Final Plat of STONE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 987.32 feet along the south line of the Southeast Quarter of Section 27;

Thence North 02°44'13" West for 33.00 feet to the north line of the existing county roadway easement and the TRUE POINT OF BEGINNING;

Thence South 87°15'47" West for 338.20 feet parallel with and 33.00 feet north of the south line of the Southeast Quarter of Section 27;

Thence North 02°44'13" West for 25.67 feet;

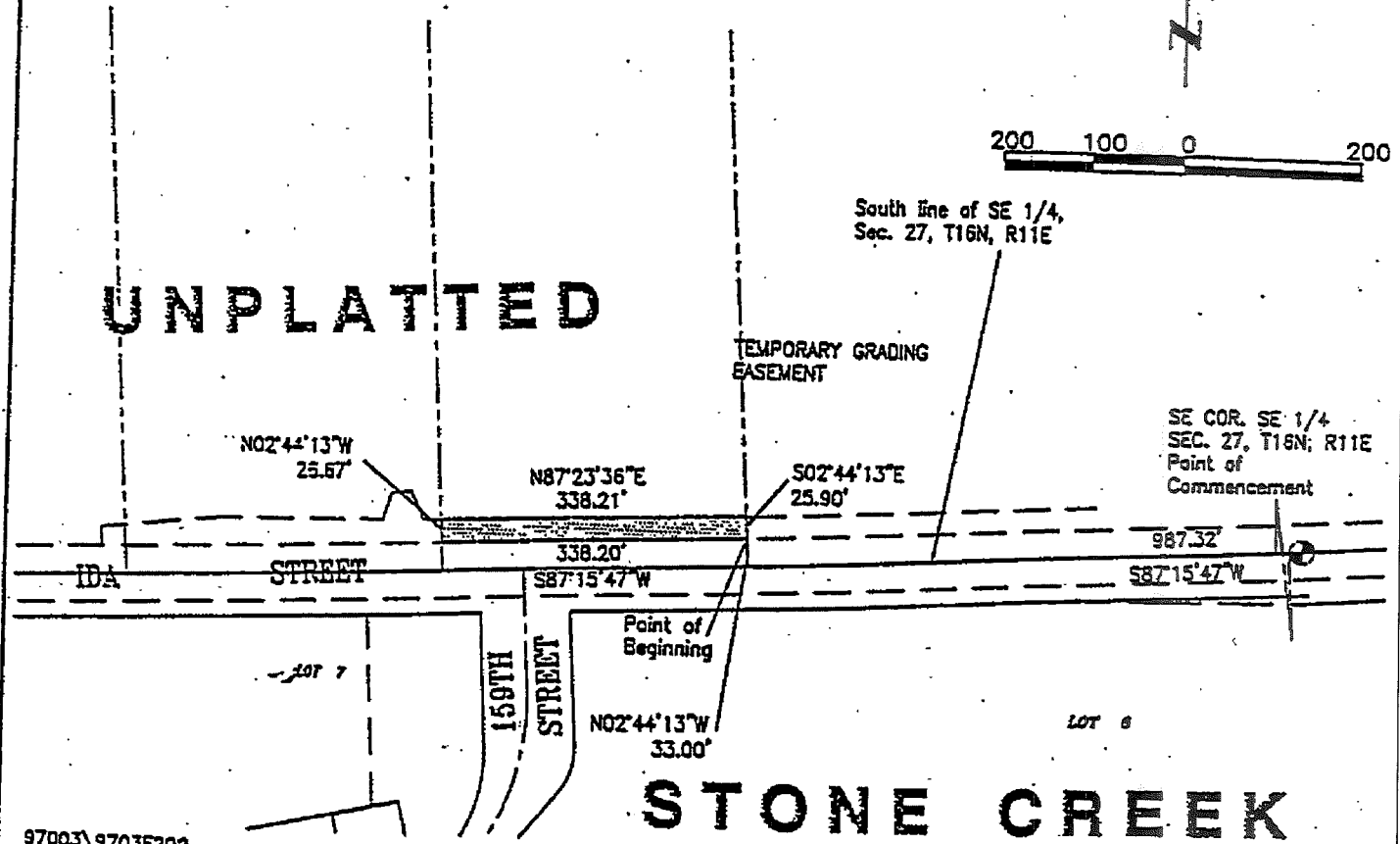
Thence North 87°23'36" East for 338.21 feet;

Thence South 02°44'13" East for 25.90 feet to the north line of the existing county roadway easement and the Point of Beginning.

Contains 0.20 acre.



UNPLATTED



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lamp, rynearson & associates, inc.
engineers surveyors planners

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