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TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CHARLES C. MYERS FAMILY LIMITED PARTNERSHIP II, a Nebraska limited partnership, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 472 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, a temporary easement in, through and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein for the legal description of the easement area, hereinafter referred to as the "Temporary Easement Area."

This easement shall run with the land and terminate thirty (30) days after the improvements are completed or December 31, 2002, whichever shall first occur.

This temporary construction easement hereby granted is restricted and limited in scope and purpose. Grantee may enter upon and use the Temporary Easement Area only (i) to excavate, grade, and place fill and construction materials and equipment, but only to the extent necessary, in connection with construction of a sanitary sewer line and appurtenances thereto, and (ii) for ingress and egress to and from the area defined and identified as the Easement Area in the Permanent Sewer Easement executed and delivered by Grantor to Grantee contemporaneously herewith. Grantee, its engineers, contractors, agents and employees, shall have the full right and authority of ingress and egress at all times upon the Temporary Easement Area in order to perform any of the acts and functions described within the purposes and scope of this easement.

Grantee agrees to indemnify, defend and hold Grantor and its successors and assigns harmless from and against any and all claims arising out of or in connection with the Grantee's use of or activities within the Temporary Easement Area. After completion of the initial installation of the sanitary sewer and appurtenances thereto, Grantee shall restore the Temporary Easement Area as nearly as possible to the condition existing prior to such work. Grantee agrees to exert its best efforts to preserve and maintain the existing trees in and adjacent to the Temporary Easement Area.

Said Grantor for itself and its successors and assigns does confirm with said Grantee and its successors and assigns, that Grantor has the right to grant this easement in the manner and form aforesaid. This easement runs with the land.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee or its agents; and that the Grantor in

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

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executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee or its agents except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Temporary Construction Easement on this 31st day of October 2001..

GRANTOR:
CHARLES C. MYERS FAMILY
LIMITED PARTNERSHIP II, a
Nebraska limited partnership,

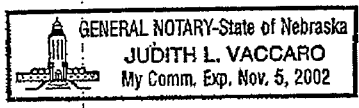
By *Charles C. Myers*
Charles C. Myers, General Partner

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Charles C. Myers, General Partner of the Charles C. Myers Family Limited Partnership II, a Nebraska limited partnership, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 31st day of October 2001.

Judith L. Vaccaro
Notary Public



LEGAL DESCRIPTION

A temporary construction easement over that part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the northeast corner of the said Southwest Quarter of the Southeast Quarter of Section 30 which is also an angle point in the south line of Lot 2, SHADOW VIEW 2ND ADDITION, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 78°51'41" West (bearings referenced to the Final Plat of SHADOW VIEW 2ND ADDITION) for 143.81 feet along the extended south line of Lots 1 and 2, SHADOW VIEW 2ND ADDITION to the TRUE POINT OF BEGINNING; Thence South 33°55'24" East for 121.92 feet; Thence South 18°36'18" East for 286.31 feet to a point in the east line of the Southwest Quarter of the Southeast Quarter of Section 30 falling 400.72 feet from the Point of Commencement; Thence South 02°36'54" East for 207.91 feet along the said east line of the Southwest Quarter of the Southeast Quarter of Section 30; Thence North 25°52'13" West for 179.71 feet; Thence North 18°36'18" West for 297.16 feet; Thence North 33°55'24" West for 144.77 feet to the south end of S. H.W.S. Cleveland Boulevard as dedicated in the Final Plat of Phase One of SHADOW VIEW 2ND ADDITION; Thence North 78°51'41" East for 86.77 feet along said south line to the Point of Beginning. Contains a net area of 0.712 acre of temporary construction easement.

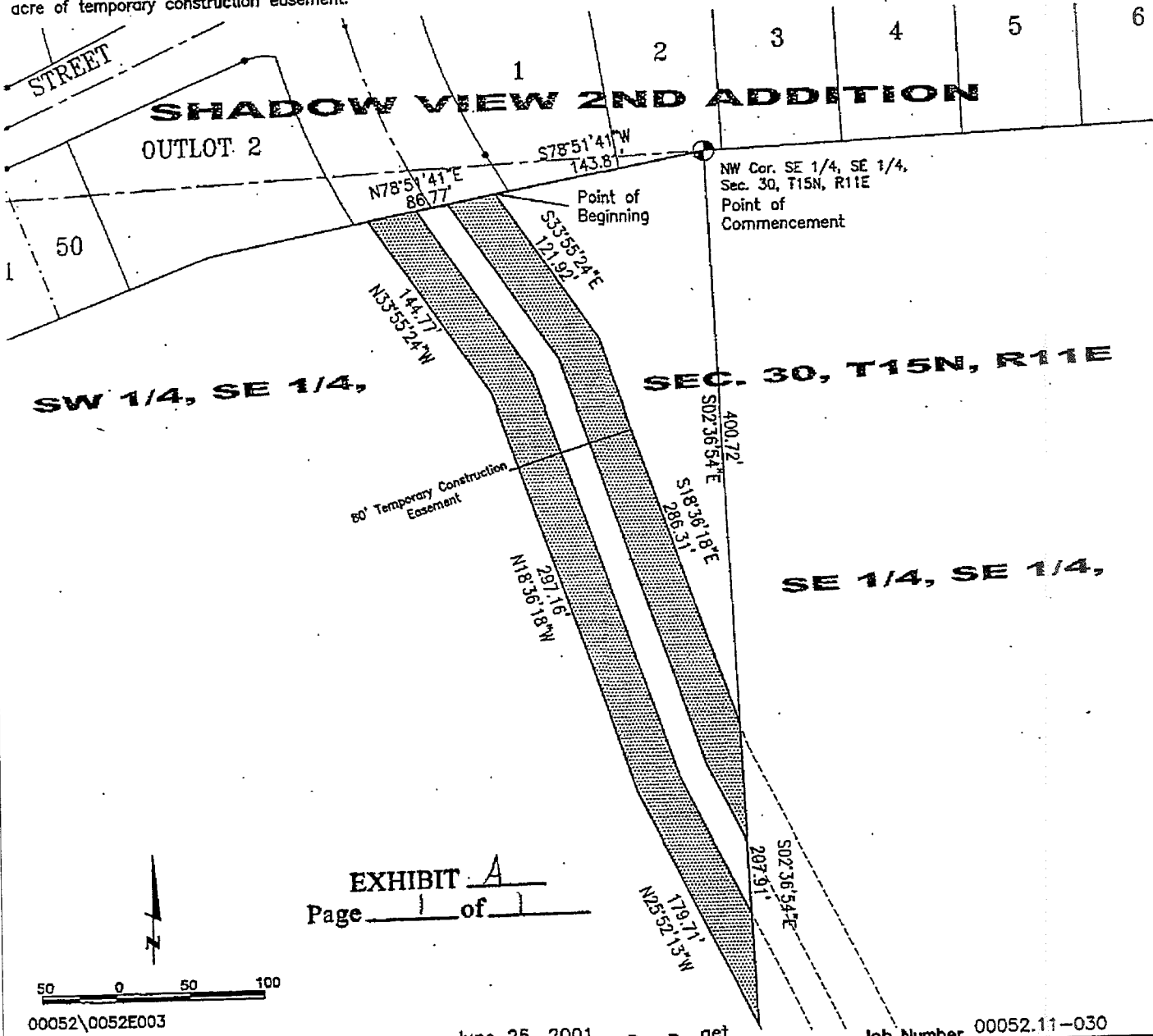


EXHIBIT A
Page 1 of 1

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Book _____ Page _____ Date June 25, 2001 Dwn.By aet Job Number 00052.11-030

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engineers surveyors planners

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