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By

OST

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUN -7 AM 11:22

RECEIVED

Project No. _____

Tract No. _____

Address: N/A

TEMPORARY CONSTRUCTION EASEMENT

1908522 01-60000 *VP*

FEE 2550 FB _____

BKP 3-15-11 C/O _____ COMP _____

DEL _____ SCAN ds EV _____

KNOW ALL MEN BY THESE PRESENTS:

THAT JAJO LAND COMPANY, a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Thirty-Eight Thousand One Hundred and no/100 Dollars (\$38,100.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 427 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, a nonexclusive easement for the right to enter upon and use for working space for the construction of sanitary outfall sewers 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 June 30, 2000, whichever date should first occur.
2. That said easement is granted upon the condition that the CITY 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 CITY 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 and properly protected against erosion upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
4. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, including public utility companies and their assigns, and that it, the GRANTOR 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 and its successors and assigns, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons claiming through GRANTOR, except as against easements, covenants and restrictions now of record.
5. The CITY 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 GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY 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 damage arising from change of grade or grading are hereby waived, except as to erosion resulting from CITY's failure to properly seed and protect soil disturbed by exercise of its rights hereunder.

GAINES, MULLEN, PANSING &
HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

8. CITY shall at all times construct, operate and maintain in a good, safe and workmanlike manner its sanitary sewers and appurtenances thereto and shall indemnify and hold harmless GRANTOR for any loss, damage or injury resulting from CITY's failure to timely do so.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 3rd day of June, 1999.

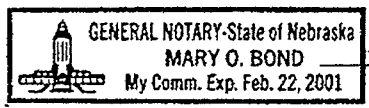
JAJO LAND COMPANY, a Nebraska corporation,

By John E. North
Title Pres

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

On this 3rd day of June, 1999, before me, the undersigned, a Notary Public in and for said County, personally came John E. North, President of JAJO LAND COMPANY, a Nebraska corporation, to me personally known to be the President of said corporation 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 officer and the voluntary act and deed of said corporation.

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



Mary O. Bond
Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

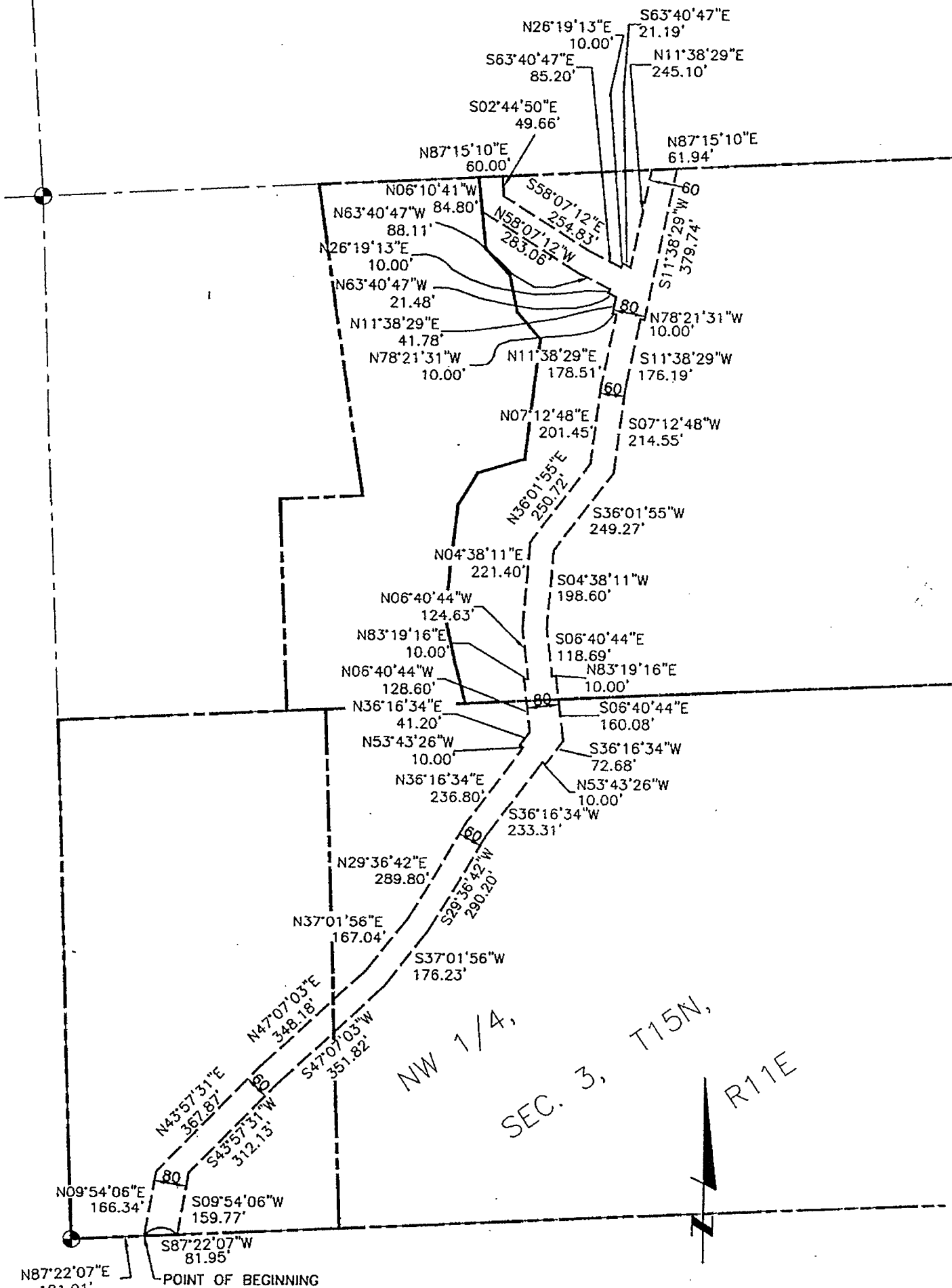
NE
NW
SE
SW

A temporary easement over that part of the Northwest Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:
Commencing at the southwest corner of the said Northwest Quarter of Section 3;
Thence North 87°22'07" East (bearings referenced to the Nebraska State Plane System) for 181.01 feet along the south line of the said Northwest Quarter of Section 3 to the TRUE POINT OF BEGINNING;

Thence North 09°54'06" East for 166.34 feet;
Thence North 43°57'31" East for 367.87 feet;
Thence North 47°07'03" East for 348.18 feet;
Thence North 37°01'56" East for 167.04 feet;
Thence North 29°36'42" East for 289.80 feet;
Thence North 36°16'34" East for 236.80 feet;
Thence North 53°43'26" West for 10.00 feet;
Thence North 36°16'34" East for 41.20 feet;
Thence North 06°40'44" West for 128.60 feet;
Thence North 83°19'16" East for 10.00 feet;
Thence North 06°40'44" West for 124.63 feet;
Thence North 04°38'11" East for 221.40 feet;
Thence North 36°01'55" East for 250.72 feet;
Thence North 07°12'48" East for 201.45 feet;
Thence North 11°38'29" East for 178.51 feet;
Thence North 78°21'31" West for 10.00 feet;
Thence North 11°38'29" East for 41.78 feet;
Thence North 63°40'47" West for 21.48 feet;
Thence North 26°19'13" East for 10.00 feet;
Thence North 63°40'47" West for 88.11 feet;
Thence North 58°07'12" West for 283.06 feet;

LEGAL DESCRIPTION (continued)

Thence North 06°10'41" West for 84.80 feet to the north line of the said Northwest Quarter of Section 3;
 Thence North 87°15'10" East for 60.00 feet along the north line of the said Northwest Quarter of Section 3;
 Thence South 02°44'50" East for 49.66 feet;
 Thence South 58°07'12" East for 254.83 feet;
 Thence South 63°40'47" East for 85.20 feet;
 Thence North 26°19'13" East for 10.00 feet;
 Thence South 63°40'47" East for 21.19 feet;
 Thence North 11°38'29" East for 245.10 feet to the north line of the Northwest Quarter of Section 3;
 Thence North 87°15'10" East for 61.94 feet along the north line of the Northwest Quarter of Section 3;
 Thence South 11°38'29" West for 379.74 feet;
 Thence North 78°21'31" West for 10.00 feet;
 Thence South 11°38'29" West for 176.19 feet;
 Thence South 07°12'48" West for 214.55 feet;
 Thence South 36°01'55" West for 249.27 feet;
 Thence South 04°38'11" West for 198.60 feet;
 Thence South 06°40'44" East for 118.69 feet;
 Thence North 83°19'16" East for 10.00 feet;
 Thence South 06°40'44" East for 160.08 feet;
 Thence South 36°16'34" West for 72.68 feet;
 Thence North 53°43'26" West for 10.00 feet;
 Thence South 36°16'34" West for 233.31 feet;
 Thence South 29°36'42" West for 290.20 feet;
 Thence South 37°01'56" West for 176.23 feet;
 Thence South 47°07'03" West for 351.82 feet;
 Thence South 43°57'31" West for 312.13 feet;
 Thence South 09°54'06" West for 159.77 feet to the south line of the Northwest Quarter of Section 3;
 Thence South 87°22'07" West for 81.95 feet to the Point of Beginning.
 Contains 5.08 acres.




POINT OF COMMENCEMENT
 SW COR., NW 1/4, SEC. 3,
 T15, R11 E.



98004\9804E111

Book _____ Page _____ Date Dec. 10, 1998 Dwn.By WJD Job Number 97045.11-033


lamp, rynearson & associates, inc.
 engineers surveyors planners
 14710 west dodge road, suite 100 ph 402-496-2498
 omaha, nebraska 68154-2029 fax 402-496-2730