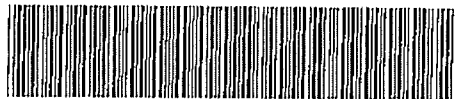


NW 1/4 NE 1/4



1295 669 MISC



08526 99 669-671

Nebr Doc Stamp Tax
Date
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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUN -7 AM 11:23

RECEIVED

Project No. _____
Tract No. _____
Address: N/A

TEMPORARY CONSTRUCTION EASEMENT A 08526 01-60000 VP
 FEE 15.00 FB _____
 BKP 3-15-11 C/O _____ COMP _____
 DEL _____ SCAN de FV _____

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 One Thousand Seven Hundred Twenty-Five and no/100 Dollars (\$1,725.00), 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 storm sewers and drainage 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

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

erosion resulting from CITY's failure to properly seed and protect soil disturbed by exercise of its rights hereunder.

8. CITY shall at all times construct, operate and maintain in a good, safe and workmanlike manner its storm 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: _____

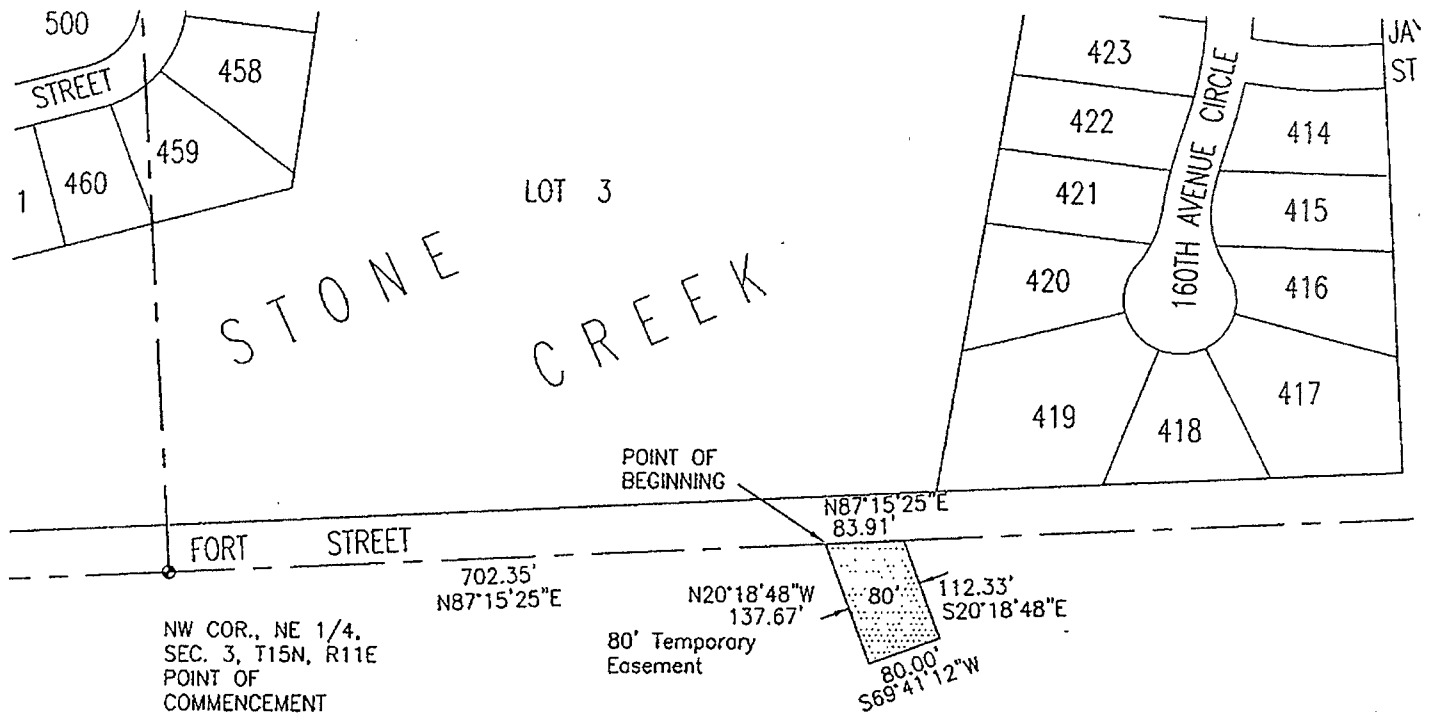
EXHIBIT A

www

LEGAL DESCRIPTION

A temporary easement for construction over that part of the Northeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

- Beginning at the northwest corner of the said Northeast Quarter of Section 3;
 - Thence North 87°15'25" East (bearings referenced to the Final Plat of STONE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 702.35 feet along the north line of the said Northeast Quarter of Section 3 to the TRUE POINT OF BEGINNING;
 - Thence North 87°15'25" East for 83.91 feet along said north line;
 - Thence South 20°18'48" East for 112.33 feet;
 - Thence South 69°41'12" West for 80.00 feet;
 - Thence North 20°18'48" West for 137.67 feet parallel with and 80.00 feet southwest of the penultimate line to the Point of Beginning.
- Contains 0.23 acre.



NE 1 / 4
SEC. 3 T15N, R11E

97003\9703e125

Book _____ Page _____ Date Feb. 3, 1999 Dwn.By oet Job Number 97045.11-040



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

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