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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

TEMPORARY CONSTRUCTION EASEMENT

FOR OFFICE USE ONLY

11102F
 FEE 20.50 FB 01-6000
 BKP 2-15-11 COMP BW
 DEL SCAN 9 FV

Project No. _____
 City Project No. _____
 Tract No. _____
 Address: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT CELEBRITY HOMES, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 427 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of a sanitary outfall sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION

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 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.
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.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 7th day of July, 1999.

CELEBRITY HOMES, INC., a Nebraska corporation,

By *Garrett Hansen*
Title *President*

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

On this 7th day of July, 1999, before me, the undersigned, a Notary Public in and for said County, personally came *Garrett L. Hansen*, *President* of CELEBRITY HOMES, INC., 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, Nebraska, in said County the day and year last above written.

Loren Johnson
Notary Public

My commission expires: *10-30-01*

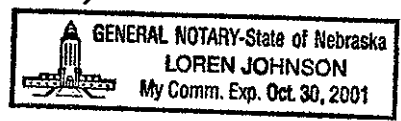


EXHIBIT A

LEGAL DESCRIPTION

A temporary easement over that part of the West Half of the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said West Half of the Northwest Quarter of Section 2;

Thence South 02°16'35" East (bearings referenced to the Nebraska State Plane System) for 1118.63 feet along the west line of the said West Half of the Northwest Quarter of Section 2 to the TRUE POINT OF BEGINNING;

Thence North 89°09'14" East for 13.70 feet;

Thence North 87°43'08" East for 144.91 feet;

Thence South 74°34'54" East for 195.62 feet;

Thence South 70°01'11" East for 132.66 feet;

Thence South 88°09'32" East for 118.67 feet;

Thence North 79°10'13" East for 303.04 feet;

Thence North 74°06'06" East for 374.89 feet;

Thence South 23°24'41" East for 113.26 feet to the east line of the West Half of the Northwest Quarter of Section 2;

Thence South 02°16'58" East for 89.09 feet along said east line;

Thence North 54°26'51" West for 54.09 feet;

Thence North 23°24'41" West for 97.40 feet;

Thence South 74°06'06" West for 324.94 feet;

Thence South 79°10'13" West for 312.36 feet;

Thence North 88°09'32" West for 134.90 feet;

Thence North 70°01'11" West for 139.85 feet;

Thence North 74°34'54" West for 183.89 feet;

Thence South 87°43'08" West for 136.32 feet;

Thence South 89°09'14" West for 43.90 feet to the west line of the said West Half of the Northwest Quarter of Section 2;

Thence North 02°16'35" West for 60.02 feet to the Point of Beginning.

Contains 1.97 acres.

NW NW

January 8, 1999

LAMP, RYNEARSON & ASSOCIATES, INC.

97045.11 033

(Stone Creek Outfall in W2, NW4, 2-15-11 E017)

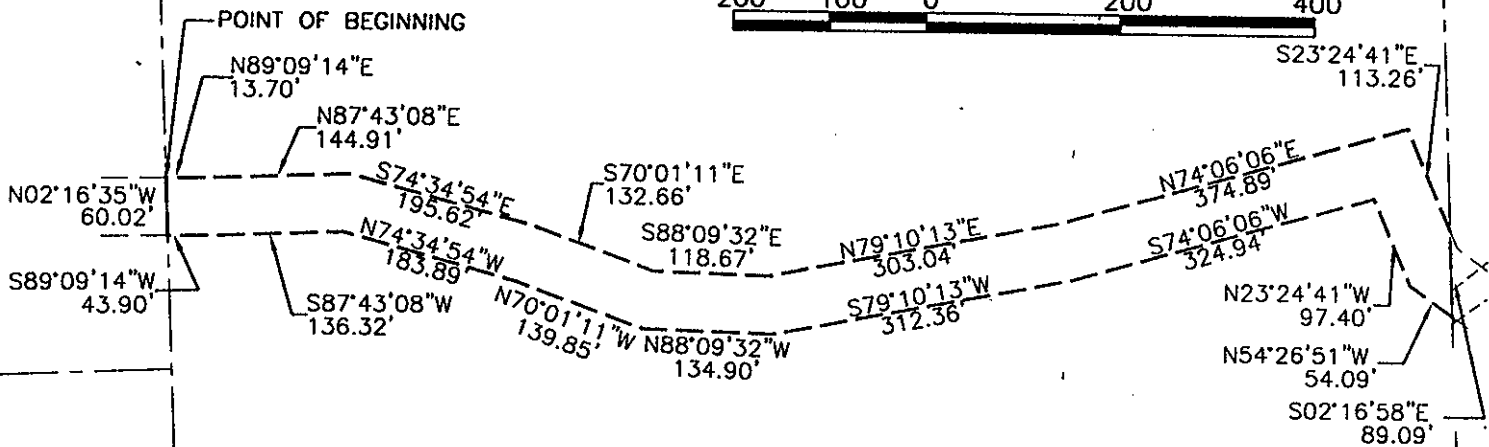
POINT OF COMMENCEMENT
NW COR., NW 1/4, SEC 2
T15N, R11E.

W 1/2, NW 1/4,
SEC. 2, T15N,
R11E

S02°16'35"E
1118.63'



200 100 0 200 400



98004\9804E117

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



lamp, rynearson & associates, inc.
engineers surveyors planners

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