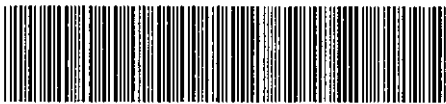




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RIGHT TO REDEMPTION RECEIVED BY GRANTEE 09 OCT 27 PM 3:22

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TEMPORARY CONSTRUCTION EASEMENT

This Indenture made this 25th day of October, 1999, by and between CELEBRITY HOMES, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Two Thousand Twenty-Five and no/100 Dollars (\$2,025.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 443 OF DOUGLAS COUNTY, NEBRASKA, 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 of highway improvements, 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 October 1, 2000, 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 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 of said construction work.
4. That said GRANTOR for itself and its successors and assigns, does confirm with the said GRANTEE 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 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 GRANTOR and the GRANTEE or its agents; and that the GRANTOR 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 damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 25th day of October, 1999.

CELEBRITY HOMES, INC., a Nebraska corporation

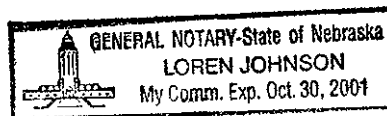
By [Signature]
President

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

On this 25 day of October, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Loren Johnson, President of CELEBRITY HOMES, INC., a Nebraska corporation, on behalf of the corporation.

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

[Signature]
Notary Public



Return to:

John Q. Bachman
GAINES, MULLEN, PANSING & HOGAN
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114

LEGAL DESCRIPTION

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

Commencing at the southwest corner of Government Lot 4 of said Section 2;

Thence North 02°16'46" West (assumed bearings) for 273.80 feet along the west line of said Section 2;

Thence North 87°43'14" East for 50.00 feet to the TRUE POINT OF BEGINNING;

Thence South 08°42'34" East for 80.21 feet;

Thence South 03°25'31" East for 186.02 feet;

Thence South 00°16'36" West for 93.89 feet;

Thence South 30°58'04" East for 49.08 feet;

Thence South 13°26'23" East for 37.07 feet;

Thence South 10°47'30" West for 40.90 feet;

Thence South 87°43'14" West for 24.05 feet;

Thence South 03°04'33" East for 82.66 feet;

Thence South 01°13'22" West for 101.12 feet;

Thence South 07°34'48" West for 63.76 feet to the existing east line of 156TH Street;

Thence North 02°16'46" West for 413.98 feet along said east line of 156TH Street;

Thence North 87°43'14" East for 10.00 feet;

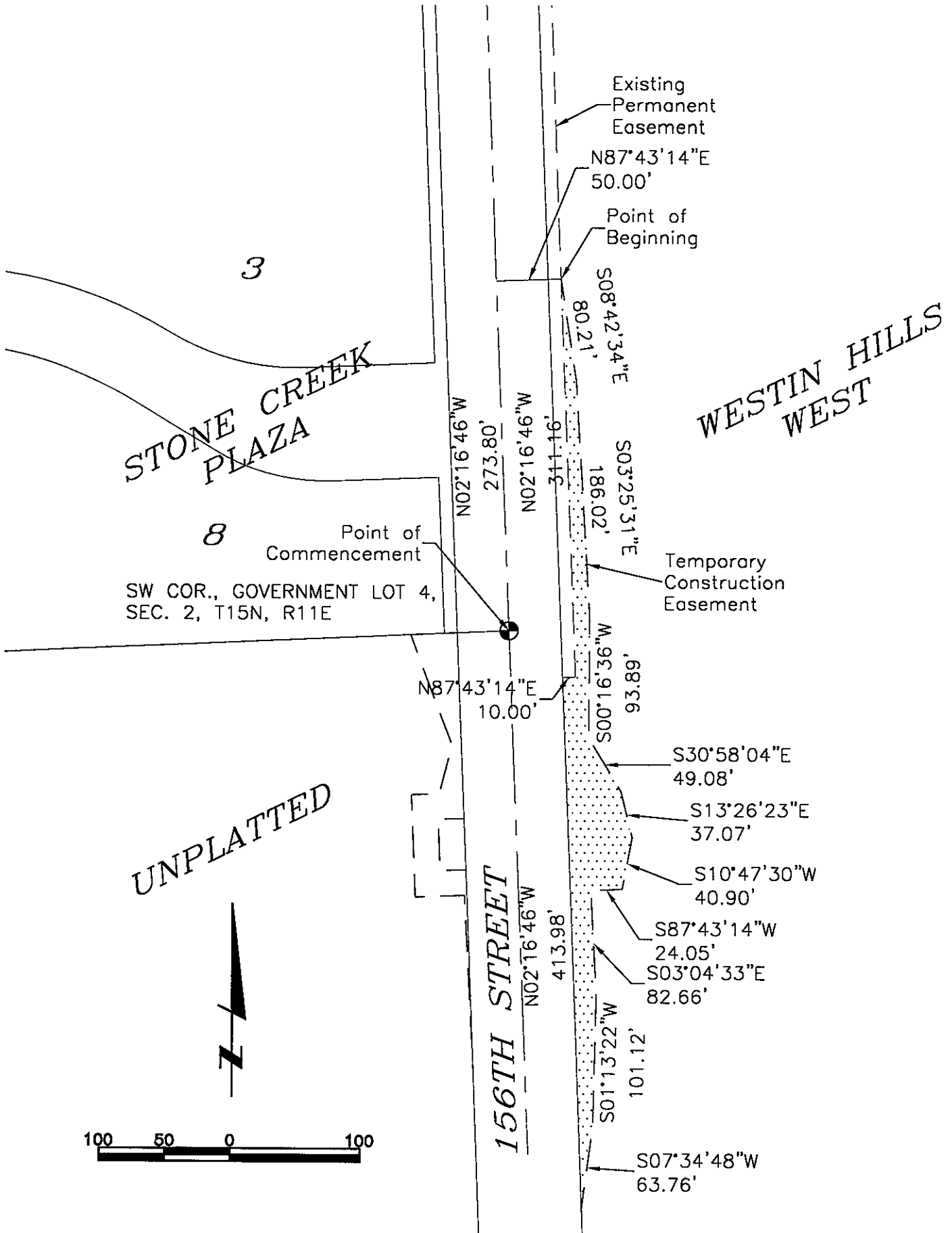
Thence North 02°16'46" West for 311.16 feet parallel with and 10.00 feet east of the east line of 156th Street to the Point of beginning.

Contains 11716 square feet.

July 22, 1999

LAMP, RYNEARSON & ASSOCIATES, INC.

97034.11-055 (Temp easement e203)



UNPLATTED



97034\DWG\9734E203

Book _____ Page _____ Date 07-21-99 Dwn.By ARJ Job Number 97034.11-055

lamp, rynearson & associates, inc.
 engineers surveyors planners
 14710 west dodge road, suite 100 omaha, nebraska 68154-2029
 ph 402-498-2498 fax 402-498-2730