



BK 1381 PG 296-298

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

01 MAY 14 AM 8:06



MISC 2001 06916

RECEIVED

MISC 15.00 FB 01-6000

TEMPORARY EASEMENT 3 BKP 31-15-11 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
1 DEL \_\_\_\_\_ SCAN de EV \_\_\_\_\_

THIS AGREEMENT, made this 20<sup>th</sup> day of April A 2001 between COYOTE CREEK FARMS, INC., a Nebraska corporation, hereinafter collectively referred to as GRANTOR, and SANITARY AND IMPROVEMENT DISTRICT NO. 466 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, hereinafter referred to as GRANTEE, and to its successors and assigns.

WITNESSETH:

THAT, said Grantor 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 said Grantee, and its successors and assigns, the right to use the parcel of land described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein (the "Property").

This easement shall run with the land and terminate one hundred eighty (180) days after the recording date of this easement.

Said easement is granted for ingress and egress over, across, under and through the Property for the purpose of constructing, inspecting, operating and maintaining a sanitary sewer and associated appurtenances for the benefit of real property owned by Grantee.

This easement is also for the benefit of any successor, assign, contractor, agent, employee and representative of the Grantee in any of said construction and work.

Grantee shall replace or rebuild any and all improvements damaged by Grantee exercising its rights pursuant to this easement, except for any portion of the Property that is also subject to a permanent easement in favor of Grantee.

Grantee shall cause any disturbance of grade made on said easement strip to be properly refilled and shall cause the Property to be left in a neat and orderly condition.

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, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons.

This easement contains the entire agreement of the parties; there are no other different

Let: Fullenkamp, Doyle, and Sobear  
11440 W. Center Rd.  
Omaha NE 68144

✓ 26490.

agreements or understandings between the Grantor and Grantee or its agents; and that Grantor, in executing and delivering this easement, has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Temporary Easement on this 20<sup>th</sup> day of April 2001.

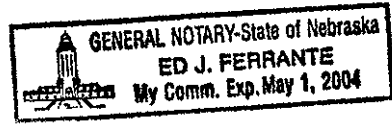
GRANTOR:  
COYOTE CREEK FARMS, INC., a  
Nebraska corporation,

By: Rick Iske pres.  
Rick Iske, President

STATE OF NEBRASKA     )  
  )  
COUNTY OF CASS     )     ss.

Before me, the undersigned, Notary Public in and for said County and State appeared Rick Iske, President of Coyote Creek Farms, Inc., 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.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of April 2001.



Ed J. Ferrante  
Notary Public

**LEGAL DESCRIPTION**

**100.00 Foot Wide Temporary Construction Easement  
OWNER: DOROTHY A. BETTS AND ELMER H. BETTS**

A 100.00 foot wide Temporary Construction Easement located in the SE 1/4 of Section 31, Township 15 North, Range 11 East, of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Section 31; thence S 87°41'40" W (assumed bearing) along the South line of said SE 1/4 of Section 31, said line also being the North Line of the NE 1/4 of Section 6, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., a distance of 1551.24 feet; thence N 02°03'57" W, a distance of 33.00 feet to a point on the North right-of-way line of "F" Street, said point also being the point of beginning; thence S 87°41'41" W along said North right-of-way line of "F" Street, a distance of 100.00 feet; thence N 02°03'57" W, a distance of 127.64 feet; thence N 28°02'26" W, a distance of 117.44 feet; thence N 52°54'52" W, a distance of 164.69 feet; thence N 08°21'23" E, a distance of 274.62 feet; thence N 46°25'16" E, a distance of 963.21 feet; thence N 85°08'42" E, a distance of 205.41 feet; thence N 09°02'42" E, a distance of 298.30 feet; thence N 11°40'28" W, a distance of 502.85 feet; thence N 34°30'08" E, a distance of 426.56 feet; thence N 00°52'15" E, a distance of 77.89 feet; thence N 76°43'57" W, a distance of 250.29 feet; thence N 14°18'44" E, a distance of 86.18 feet to a point on the North line of said SE 1/4 of Section 31, said line also being the South line of the NE 1/4 of said Section 31; thence N 87°37'49" E, along said North line of the SE 1/4 of Section 31, said line also being said South line of the NE 1/4 of Section 31, a distance of 104.39 feet; thence S 14°18'44" W, a distance of 14.30 feet; thence S 76°43'57" E, a distance of 228.86 feet; thence S 00°52'15" W, a distance of 188.52 feet; thence S 34°30'08" W, a distance of 414.16 feet; thence S 11°40'28" E, a distance of 478.51 feet; thence S 09°02'42" W, a distance of 394.85 feet; thence S 85°08'42" W, a distance of 248.53 feet; thence S 46°25'16" W, a distance of 893.57 feet; thence S 08°21'23" W, a distance of 180.90 feet; thence S 52°54'52" E, a distance of 127.52 feet; thence S 28°02'26" E, a distance of 162.56 feet; thence S 02°03'57" E, a distance of 150.28 feet to the point of beginning.

Said tract of land contains an area of 348,882 square feet or 8.009 acres, more or less.

#99027

11/1/00

REVISED DATE 2/27/01

E & A CONSULTING GROUP, INC.

12001 "Q" STREET

OMAHA, NEBRASKA 68137

~~SEE PAGE 1 OF 2 FOR DRAWING~~ *Card*

~~PAGE 2 OF 2~~ *Card*