

FILED SARPY CO. NE.
INSTRUMENT NUMBER
10-029485
98 OCT 19 PM 3: 58
Shawn J. [Signature]
REGISTER OF DEEDS

018-29485
Counter STEVEN
Verify DJ
D.E. S
Proof 2550
Fee \$ 20.50
Chk Cash Chg 5.00 MAX
Project No. _____
Tract No. _____
Address: N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WALTER J. SCHEEF, SANDRA K. O'NEIL, JANET R. PIKE, SALLY A. HILEMAN, herein collectively referred to as GRANTOR, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 169 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF GRETNA, NEBRASKA, a municipal corporation, and to its successors and assigns, hereinafter collectively referred to as CITY, an easement for the right to enter upon and use for working space for 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.
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, 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 pursuant to 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, that 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 successors and assigns, including public utility companies and their assigns against the lawful claims and demands of all persons.

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98-29485A

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. That 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 17 day of October, 1998.

Walter J. Scheef
WALTER J. SCHEEF

Sandra K. O'Neal
SANDRA K. O'NEIL

Janet R. Pike
JANET R. PIKE

Sally G. Hileman
SALLY G. HILEMAN

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Walter J. Scheef, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



Bruce Paitz
Notary Public

My Commission expires: _____

98-29485 B

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 16 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Sandra K. O'Neil, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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



Sara P. Muntz
Notary Public

My Commission expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Janet R. Pike, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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



Bruce Paitz
Notary Public

My Commission expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

98-29485C

On this 17 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Sally A. Hileman, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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



Bruce Patz

Notary Public

My Commission expires: _____

98-29485D

Exhibit "A"

A TRACT OF LAND BEING A PORTION OF TAX LOT 2, IN THE NE¼, SECTION 2, T.13N., R.10E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 29A OF PLUM CREEK REPLAT 2, A PLATTED AND RECORDED SUBDIVISION IN SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, HAVING A RADIUS OF 5804.65 FEET AND A CHORD BEARING S36°51'08"W, 136.89 FEET, AN ARC DISTANCE OF 136.90 FEET; THENCE N51°58'43"W, 150.01 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 5654.65 FEET AND A CHORD BEARING S38°09'14"W, 126.14 FEET, AN ARC DISTANCE OF 126.14 FEET; THENCE N51°42'50"W 79.14 FEET; THENCE N37°58'42"E, 125.77 FEET; THENCE S51°58'43"E, 79.52 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 0.23 ACRE (10,021 SQUARE FEET), MORE OR LESS.