

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2002- 25635**

2002 JUL -9 P 3:39 PM

*Shirley J. Howard*  
REGISTER OF DEEDS

Counters *m m*  
Verify *PH*  
E.F. *Sm*  
P.M. *15.50*  
F.C. *3313*  
C.R. *X*

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT FRICKE LANDS, LTD., a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Five and no/100 Dollars (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 210 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF PAPILLION, NEBRASKA, a municipal corporation, hereinafter collectively 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 a storm sewer 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 December 31, 2002, 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

*RFR 10/2*  
Gaines, Pansing & Hogan  
10050 Regency Circle, Ste. 200  
Omaha, Nebraska 68114

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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 02 day of JULY, 2002.

FRICKE LANDS, LTD., a Nebraska limited partnership,

By Milton Fricke, Jr.  
Title Partner

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

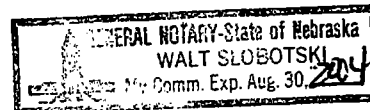
On this 02 day of JULY, 2002, before me, the undersigned, a Notary Public in and for said County, personally came MILTON FRICKE, PARTNER of FRICKE LANDS, LTD., a Nebraska limited partnership, to me personally known to be the same of said partnership and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said partnership.

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

Walt Slobotski

Notary Public

My commission expires: 8-30-2004



**EXHIBIT****LEGAL DESCRIPTION**

A temporary construction easement over that part of the Southeast Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

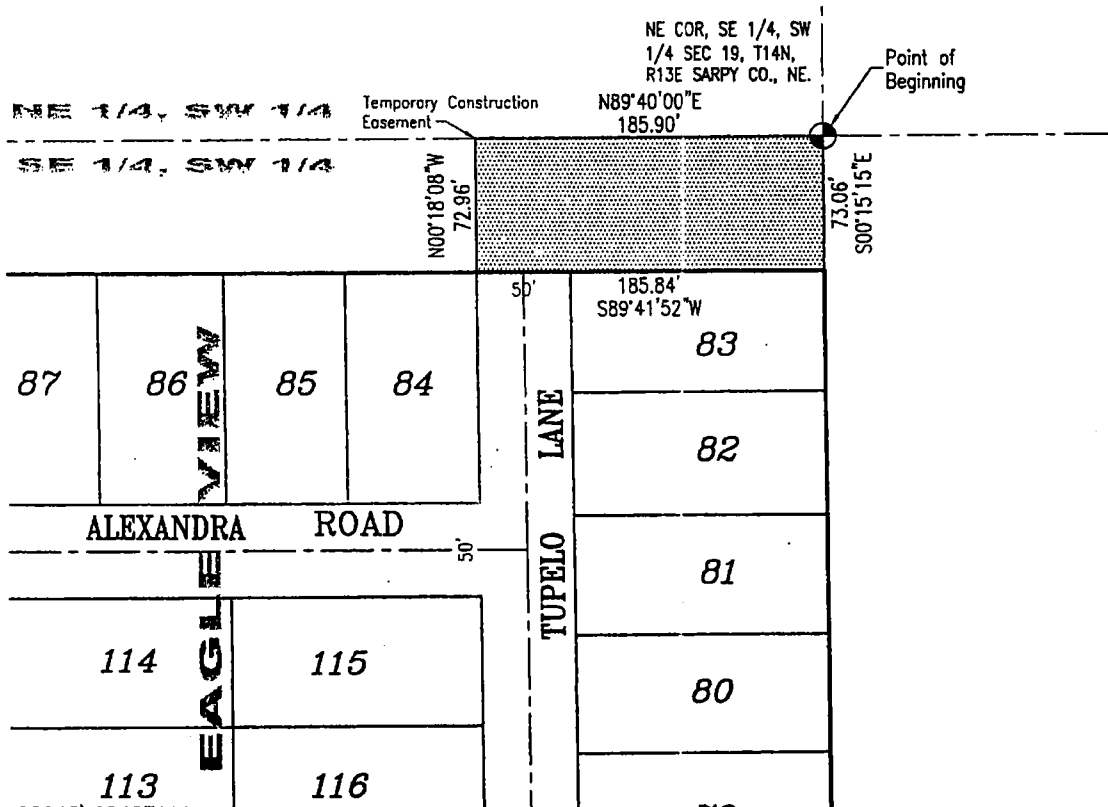
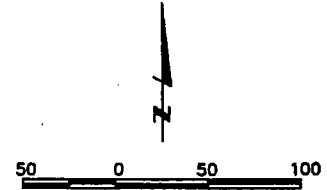
Beginning at the northeast corner of Lot 84, EAGLE VIEW, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Thence North 00°18'08" West (bearings referenced to the Final Plat of EAGLE VIEW) for 72.96 feet along the extended east line of said Lot 84 to the north line of the Southeast Quarter of the Southwest Quarter of Section 19;

Thence North 89°40'00" East for 185.90 feet along the north line of the Southeast Quarter of the Southwest Quarter of Section 19 to the northeast corner thereof;

Thence South 00°15'15" East for 73.06 feet along the east line of the said Southeast Quarter of the Southwest Quarter of Section 19 to the northeast corner of Lot 83, EAGLE VIEW;

Thence South 89°41'52" West for 185.84 feet along said north line to the Point of Beginning.  
Contains 13570 square feet including 3099 square feet of permanent drainage and storm sewer easement.



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Book

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Date Mar. 6, 2002

Dwn.By aet

Job Number 98048.22-040



**lamp, ryneason & associates, inc.**  
engineers      surveyors      planners

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