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Omaha, NE 68114-3773

96-17100

96-017100

95 AUG 23 PM 2:10

*Glenn J. Beckman*

REGISTER OF DEEDS

Doc. No. *96-17100*  
Vol. *171*  
Page *1*  
Fee \$ *75.50*  
Cash   
Chg

Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PAPIO VALLEY LAND COMPANY, a Nebraska general partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Seven Hundred Thirty-Two and no/100 Dollars (\$732.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 392 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to their 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 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 60 calendar days from the date construction begins or November 1, 1996, 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 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; 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.

96-17100A

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 22nd day of August, 1996.

PAPIO VALLEY LAND COMPANY, a Nebraska general partnership

By Margery L. Graham

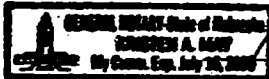
By General Partner

By \_\_\_\_\_

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

On this 22nd day of August, 1996, before me, the undersigned, a Notary Public, in and for said County, personally came Margery L. Graham, General Partner and \_\_\_\_\_, partners of PAPIO VALLEY LAND COMPANY, a Nebraska general partnership, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be its voluntary act and deed for the purpose therein stated.

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



Kristen A. May  
Notary Public

My commission expires: \_\_\_\_\_

96-17100B

LEGAL DESCRIPTION

A temporary 100 foot strip easement for ingress and egress to construct sanitary sewers over that part of the Northeast Quarter of Section 16, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of the said Northeast Quarter of Section 16;

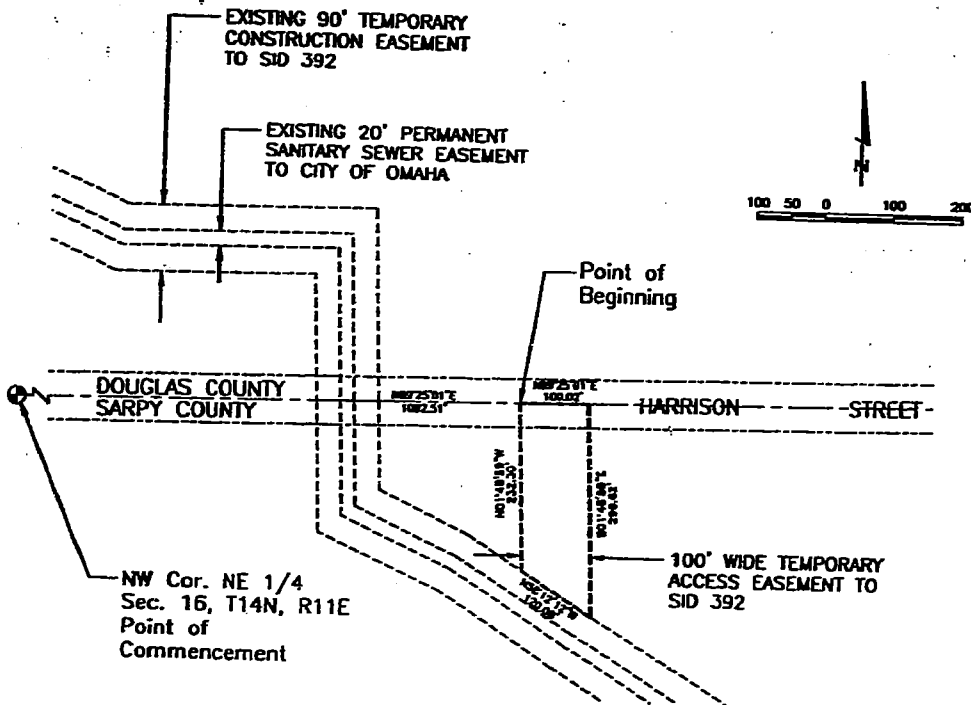
Thence North 89°25'01" East (bearings referenced to the Final Plat of CINNAMON CREEK 2ND ADDITION, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska) for 1092.51 feet along the north line of the said Northeast Quarter of Section 16 to the TRUE POINT OF BEGINNING;

Thence continuing North 89°25'01" East for 100.02 feet along the north line of the said Northeast Quarter of Section 16;

Thence South 01°48'59" East for 296.62 feet to the northeast line of a temporary construction easement;

Thence North 58°12'12" West for 120.08 feet along the said northeast line of said easement;

Thence North 01°48'59" West for 232.30 feet parallel with and 100.00 feet west of the penultimate line to the Point of Beginning.  
Contains 0.61 acre.



Book \_\_\_\_\_ Page \_\_\_\_\_ Date 4/30/96 Dwn.By HWB Job Number 93947-1237



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