

GAINES, MILLER, PANSING &
MCCANN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

RECEIVED

NOV 3 3 10 PM '95

GEORGE
REGISTERED CLERK
DOUGLAS COUNTY, NE



Project No. _____
Tract No. _____
Address: N/A

TEMPORARY STORM DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT BENNINGTON COMPANY, a Nebraska corporation, hereinafter 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. 363 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of storm sewers, drainage, detention, 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 storm detention easement not to exceed five (5) years from the date construction begins or December 1, 2000, 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 its 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, 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. 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 8th day of June, 1995.

BENNINGTON COMPANY, a Nebraska corporation,

By Barbara Shaw
President

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

On this 8th day of June, 1995, before me, the undersigned, a Notary Public in and for said County, personally came Barbara Shaw, President of BENNINGTON COMPANY, a Nebraska corporation, to me personally known to be the President of the corporation, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such President, and the voluntary act and deed of the corporation.

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



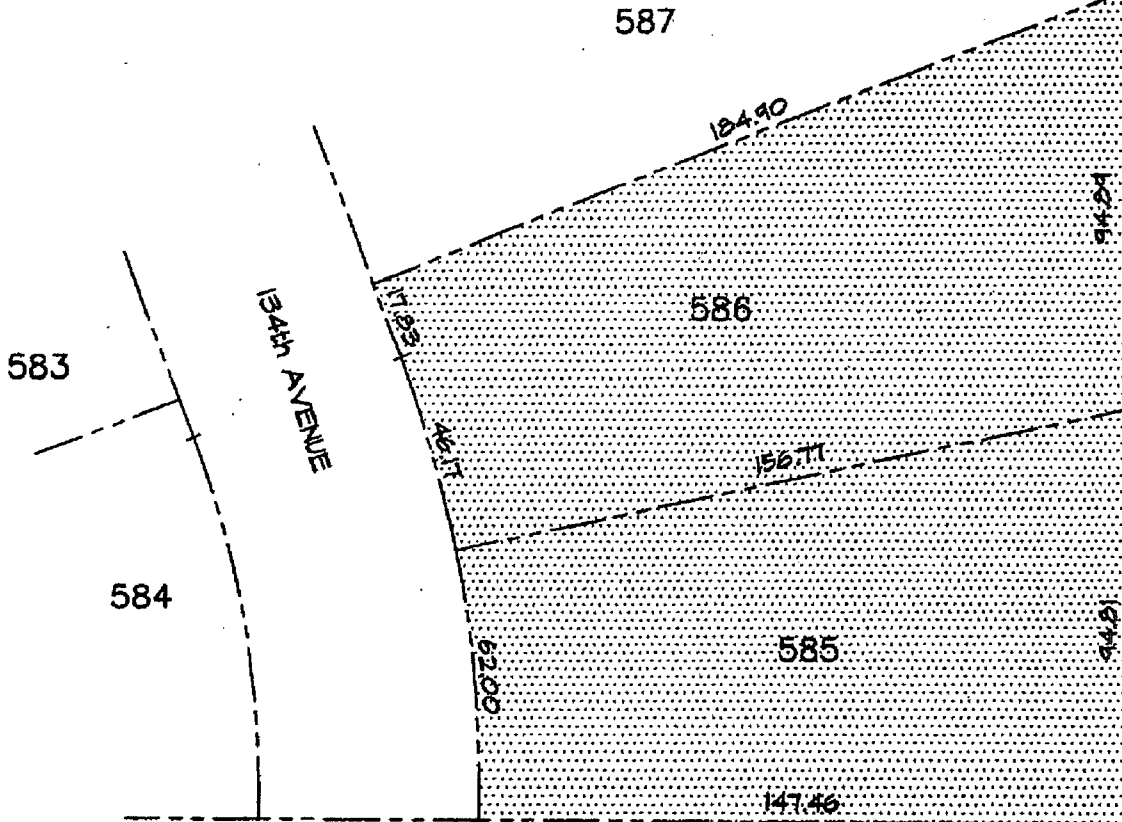
Marietta E. Brown
Notary Public

My commission expires: May 24, 1999

THOMPSON, DREESSEN
& DORNER, INC.

10886 OLD MILL RD.
OMAHA, NEBRASKA 68154
(402) 330-8860

EXHIBIT A



UNPLATTED



SCALE 1" = 40'

LEGAL DESCRIPTION

LOTS 585 AND 586, HILLSBOROUGH, A SUBDIVISION AS SURVEYED,
PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

S.I.D. #363
HILLSBOROUGH
JOB NO. 896-III
NOVEMBER 22, 1994
EASE586.DWG