

1126 307 MISC



09438 94 307-309

AFTER RECORDING RETURN TO:

JAMES F. KASHER
CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C.
2120 SO. 72 STREET, SUITE 1250
OMAHA, NE 68124

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT KAIROS, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 388 OF DOUGLAS COUNTY, NEBRASKA, a Municipal Corporation, hereinafter referred to as GRANTEE, and to its successors and assigns, a temporary construction easement for the right to enter upon and use for working space for the construction of sanitary outfall sewer and appurtenances thereto, the parcel of land described on Exhibit "A" attached hereto and made a part hereof.

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 365 calendar days from the date construction begins.

That said easement is granted upon the condition that the GRANTEE will remove or cause to be removed only such presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as the GRANTEE deems strictly necessary for construction.

3. That the GRANTEE shall cause any trench made on such easement strip to be properly refilled and shall cause the area disturbed under this easement to be sodded 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 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 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.

5. 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(s) this 21st day of June, 1994.

RECEIVED

AUG 4 11 43 AM '94

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

KAIROS, INC

By: Raymond B. Hill

Title: President

B 2438
FEE 15.50
DEL
LEGAL PG 30
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ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on
this 21st day of June, 1994, by Byron G. Will,
of KAIROS, INC., on behalf of the corporation.

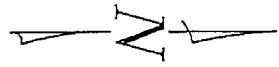
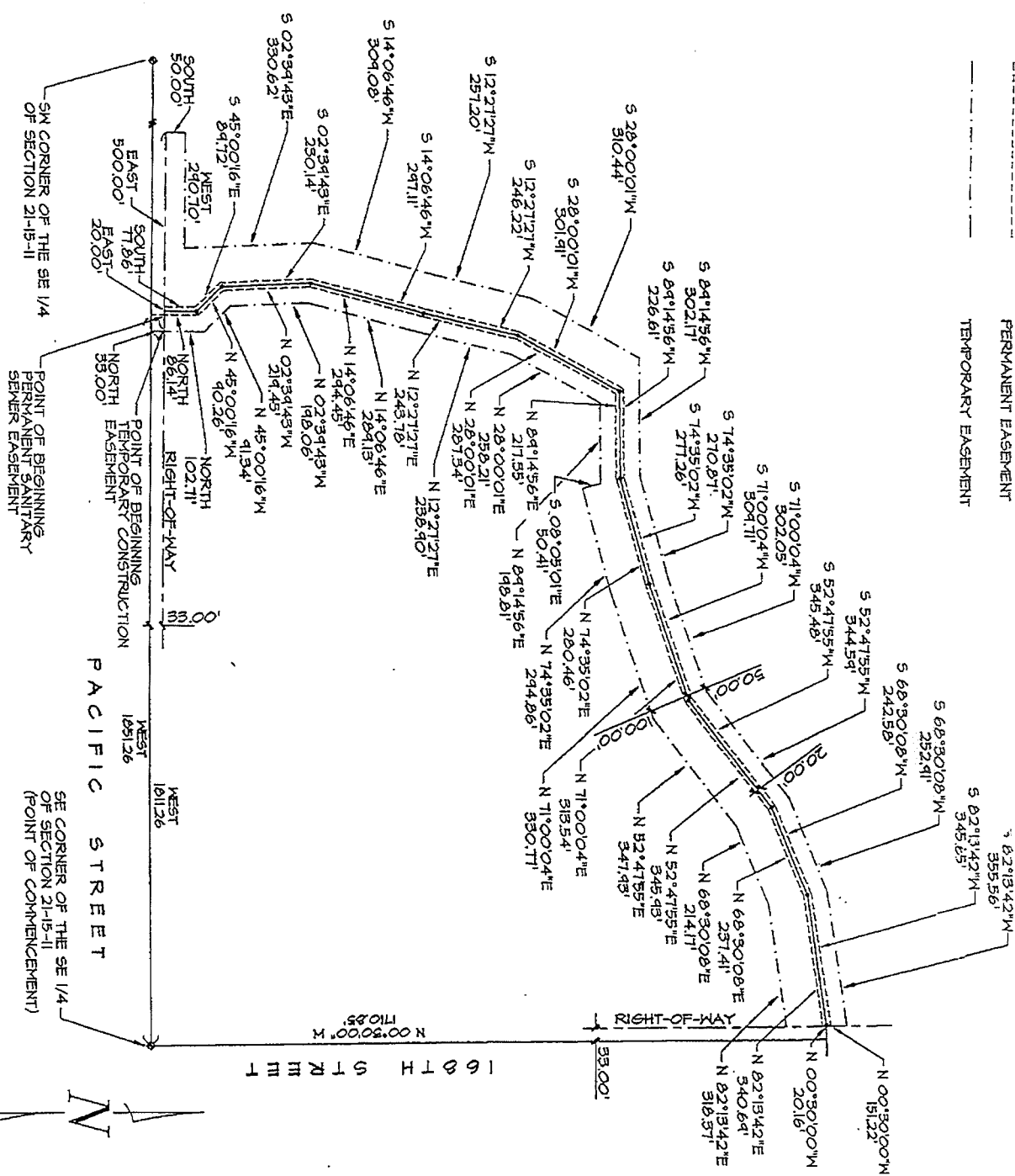


Aimee J. Haley
Notary Public

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LEGEND:

- PERMANENT EASEMENT
- TEMPORARY EASEMENT



SCALE: 1" = 300'

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT OVER THAT PART OF THE SE 1/4 OF SECTION 21, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4; THENCE WEST (ASSUMED BEARING) 1811.26 FEET; THENCE NORTH 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 102.71 FEET; THENCE N 45°00'16\"/>

(CONTAINING 10.46 ACRES MORE OR LESS)

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453042014

THOMPSON, DREYSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10556 OLD HILL ROAD
 OMAHA, NE 68134
 (402) 880-0000

OUTFALL SANITARY SEWER EASEMENTS
 SANITARY & IMPROVEMENT DISTRICT
 # 388 OF DOUGLAS COUNTY, NEBRASKA

AS SHOWN
TCD
KPD