

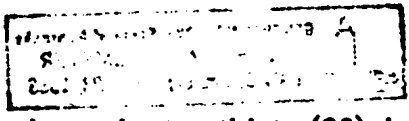
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT John R. & Marie F. Zaloudek, hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha constructing the 102nd Street improvement on the property described below; does hereby donate, grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter 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 the 102nd Street improvement and appurtenances thereto, the parcel of land described as follows, to-wit:

The East 10 feet of Lot 16/^{PINETREE}an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

It is further agreed as follows:



1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
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:
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 sodded upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.
5. 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.
6. 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.
7. The City agrees to install, as per attached detail plan, a 60-inch cedar fence on top of the concrete retaining wall on City right-of-way in connection with this street widening project. Thereafter, it shall be the abutting property owner's responsibility to maintain the cedar fence and to pay all costs associated with same. If the property owner refuses or neglects to properly maintain the cedar fence, and the same becomes hazardous or unsightly, the City may remove the same and, at its option, replace it with a chain link fence or other fence deemed suitable to the City, or not replace it.

8. * IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 28th day of May A.D., 1985.

~~*City shall replace any damaged trees with like kind and size in or adjacent to temporary easement area as a result of construction by City. City shall also repair or replace any damaged irrigation lines or heads as result of construction in temporary easement area.~~

INDIVIDUAL AND PARTNERSHIP

JMB
John R. Zaloudek
Marie F. Zaloudek

9. City agrees to pay the replacement cost (\$750 each) of any of the nine Austrian pine trees parallel to the east property line if any tree dies within one growing season after the construction is completed and as a proximate cause of the project. *J. M. Bergmeyer 5/28/85*

Date _____

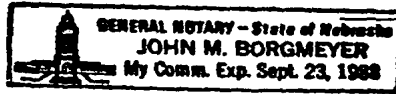
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

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On this 28th day of May, 1985, before me a Notary Public, in and for said County, personally came the above named: John R. and Marie F. Zaloudek, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



John M. Borgmeyer
 NOTARY PUBLIC

My Commission expires _____

ROW/11b:3(3)

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RECEIVED

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GEORGE J. DUGLEWICZ
 REGIST. OF DEEDS
 DOUGLAS COUNTY, NEBR.

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 PG. 457
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Del. ml
 Indx. 1N/1N
 Comp. 1N

N. 86-154 ^{KP}
86
 Comp. CT

Fee 10.50
 MC B.C.