

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-014833

99 MAY 14 AM 8:27

*Glenn J. Dowd*  
REGISTER OF DEEDS

99-14833  
Counter MD  
Verify S  
D.E. ma  
Proof \_\_\_\_\_  
Fee \$ 15.50  
CK  Cash  Chg

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT DUANE J. DOWD and FRANCES DEE DOWD, husband and wife, 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. 202 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF GRETNA, NEBRASKA, a municipal corporation, and to its successors and assigns, hereinafter collectively referred to as CITY, an easement for the right to enter upon and use for working space for construction of storm sewers and drainage 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.
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, 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 pursuant to 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, that 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 successors and assigns, including public utility companies and their assigns against the lawful claims and demands of all persons.

014833

**Brown & Wolf**  
One Bennington Place  
1925 N. 120th Street  
Omaha, NE 68154-1391

99-14833A

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. That 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 12<sup>th</sup> day of MAY, 1999.

[Signature]  
DUANE J. DOWD  
[Signature]  
FRANCES DEE DOWD

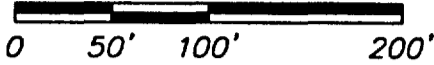
STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF                    )

On this 12<sup>th</sup> day of MAY, 1999, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named DUANE J. DOWD and FRANCES DEE DOWD, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public

L I N C O L N  
102 P L A C E  
103  
POINT OF BEGINNING



N00°07'46"E  
20.00'

66'

N90°00'00"W 480.59'

NORTH LINE NW 1/4 SEC 36-14-10

N00°00'00"E  
20.00'

GRUENTHER ROAD

S90°00'00"E 1066.24'  
N90°00'00"W 528.49'

66'

**LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT**

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 103, LINCOLN PLACE, A PLATTED AND RECORDED SUBDIVISION IN SAID COUNTY; THENCE S90°00'00"E, 1066.24 FEET (PLATTED BEARING), TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, HAVING A RADIUS OF 4734.43 FEET AND A CHORD BEARING S55°02'13"W, 69.80 FEET, AN ARC DISTANCE OF 69.80 FEET; THENCE N90°00'00"W, 528.49 FEET; THENCE N00°00'00"E, 20.00 FEET; THENCE N90°00'00"W, 480.59 FEET TO A POINT ON THE EAST LINE OF SAID LOT 103; THENCE ALONG SAID EAST LINE, N00°07'46"E, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.73 ACRE 31,889 SQ. FT.), MORE OR LESS.

BURLINGTON  
NORTHERN  
RAILROAD

R=4734.43'  
CH=69.80'  
S55°02'13"W  
ARC=69.80'