

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

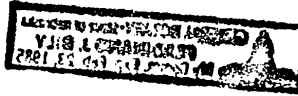
KNOW ALL MEN BE THESE PRESENTS: 10/14/83

CITY COPY

THAT Mildred E. Matson hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Thousand Six Hundred Forty-eight & 00/100 Dollars (\$ 1,648.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby 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 and grading of 90th Street

and appurtenances thereto, the parcel of land described as follows, to-wit:

the west 10 feet of that part of the southwest quarter of the northeast quarter of section 22, township 15 north, range 12, east of the 6th p.m., Douglas County, Nebraska, more particularly bounded and described as follows: Commencing at a point 33 feet east and 232 feet north of the center of said section 22, thence north along the east highway line 360 feet, thence east 297 feet, thence south 367 feet, thence northwesterly 297 feet to place of beginning.



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 and grading 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, seeded, paved, etc. 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 and grading 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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 14 day of Jan A.D., 1983

Mildred E. Matson
Raymond E. Matson

Name of Corporation
Corporate Seal By _____ President
Attest _____ Secretary

INDIVIDUAL ACKNOWLEDGEMENT

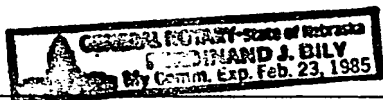
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 14 day of Jan, 1983, before me a Notary Public, in and for said County, personally came the above named William E. Payne C. Water

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.

Ferdinand J. Bily
NOTARY PUBLIC



My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a _____ Corporation, and _____ Secretary of said Corporation,

to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

NOTARY PUBLIC

My Commission expires _____

City of Omaha
Public Works Department
Right-of-Way Div.
1819 Farnam Street
Omaha, Nebraska 68103

RIGHT OF ENTRY FOR INGRESS AND EGRESS FOR THE PURPOSE OF PLANTING TREES ON, OVER AND ACROSS PRIVATE PROPERTY

THIS AGREEMENT, entered into this 14 day of Jan, 1983 by and between the City of Omaha, Public Works Department, hereinafter called the "CITY" and Mildred E. Matson hereinafter called the "OWNER", whether one or more.

WHEREAS, the City is in the process of widening 90th Street from two lanes of traffic undivided, to four lanes of traffic undivided. As part of the 90th Street Improvement, each property owner abutting 90th Street on the east and on the west side of the street will have the opportunity to select, at the City's cost, one or two trees, based on available space for tree planting, and the topographic conditions existing on each lot.

The following is an approved list of trees recommended for the 90th Street Improvement. The property owner may select the type of tree(s) each owner wants to be planted on their property by circling the tree of their choice from the list of trees below. Each property owner of record shall determine the location of the trees to be planted on their property but must stay within a strip of land 12 feet east or 12 feet west of the street right-of-way line, also known as the property line.

List of Trees

- | | | |
|----------------------------|----------------------|-----------------|
| 1. River Birch | 5. American Linden | 9. Bur Oak |
| 2. Hackberry | 6. Littleleaf Linden | 10. Red Oak |
| 3. Thornless Honeylocust | 7. Redmond Linden | 11. Scot Pine |
| 4. Norway Maple Selections | 8. Sycamore | 12. Douglas Fir |

This Right-of-Entry Agreement is in addition to the temporary construction easements and/or land acquisition to be acquired for the construction of the project, and this Agreement grants only the right to enter upon the owner's property for the purpose of having a nursery and/or contractor furnish and plant trees. The furnishing and planting of trees shall be in accordance with the Standard Specifications for Public Works Construction, 1981 Edition, under Section 802, the special provisions, and the details as shown in the plans.

Upon execution of this Agreement, the City, its agents, employees, and all persons connected with the City and their employees, may make entry upon said premises on or after March 31, 1984. Such entry shall include the right to remove and to replace existing dirt and to do all of the necessary work, required within the limits of this Right-of-Entry Agreement in order for a nursery and/or contractor to furnish and plant trees on private property.

The Right-of-Entry Agreement includes the condition that the City will sod and grade the Lot to eliminate any ruts or low spots caused by the planting of the trees. This Right-of-Entry Agreement terminates 30 days after the trees have reached the establishment period. The establishment period shall be until June 1 of the year following the year in which the tree was planted. The establishment period shall also be the time frame the City's tree warantee ends for all trees planted which have met acceptable tree growing conditions.

No claim for damages for unlawful entry or trespass shall be made by the Owner against the City on the real property which is the subject of this Agreement and is described as follows:

A 15 FOOT STRIP OF LAND ABUTTING THE EAST PROPERTY LINE OF 90TH STREET LOCATED AT 321 South 90th Street.

That said Owner for himself, itself, or themselves and his or their heirs, executors, administrators and assigns, does or do confirm upon the City and its assigns, that he, they or it is or are the Owner of the above described property and that he, they, or it, has or have the right to grant and convey this right-of-entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executors, administrators and assigns shall warrant and defend this right-of-entry to aid and its assigns against the lawful claims and demands of all persons. This instrument contains the entire Agreement of the parties, and there are no other different agreements or understandings. Any claims for damage arising from crossing over and making use of the land are hereby waived.

Erwin A. Hieber
Erwin A. Hieber
Right-of-Way Manager
Public Works Department
City of Omaha

Mildred E. Matson
Mildred E. Matson
Owner(s)

CITY COPY

RIGHT OF ENTRY FOR DRIVEWAY CONSTRUCTION AND GRADING

Project No. SP 76-3 Tract No. 1

THIS AGREEMENT entered into this 14 day of Jan, 1983 by and between the City of Omaha Public Works Department, hereinafter called the "City" and Mildred E. Matson, hereinafter called the "Owner", whether one or more.

WHEREAS, the City is in the process of constructing Street improvements, and this Right of Entry Agreement is outside of the Construction Easement limits of the Project which abuts the street right-of-way, and the City needs the right to enter upon the owner's property in the existing driveway area for the purpose of removing and replacing the owner's existing driveway and to grade to match existing conditions. This removal and replacement of the existing driveway is required in order for the City to match the new street construction grades with the existing driveway grades.

Upon execution of this Agreement, the City, its agents, employees and all persons contracting with the City and their employees, may make entry upon said premises on or after [blank]. Such entry shall include the right to remove the existing driveway, do grading work to match existing conditions and construct a new driveway consisting of 6" concrete within the limits of this Right of Entry Agreement.

This Right of Entry Agreement terminates thirty (30) days after the improvement is completed and is granted upon the condition that the City will cause the area disturbed under this easement to be sodded upon completion of construction.

No claim for damages for wrongful entry or trespass shall be made by the owner against the City on the Real Property which is the subject of this Agreement and is described as follows:

A 5 foot Construction and Grading area on each side of the existing driveway to be removed and replaced during construction, according to the Design Plan attached hereto, and which is made part of this Agreement.

That said Owner for himself, itself or themselves and his or their heirs, executives, administrators and assigns, does or do confirm upon said City and its assigns, that he, they or it is or are [blank] of the above described property and that he, they or it has or have the right to grant and convey this Right of Entry in the manner and form aforesaid and that he, they or it will and his or their heirs, executives, administrators and assigns shall warrant and defend this Right of Entry to aid City and its assigns against the lawful claims and demands of all persons except [blank].

This instrument contains the entire agreement of the parties, except temporary easement, and there are no other or different agreements or understandings.

Any claims for damage arising from change of grade or grading are hereby waived.

PUBLIC WORKS DEPARTMENT CITY OF OMAHA

[Signature]

Mildred E. Matson Owner

Raymond C. Matson

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14 day of Jan, 1983, before me a Notary Public, in and for said County, personally came the above named:

Michael & Raymond C. Water

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.

Ferdinand J. Ely
NOTARY PUBLIC



My Commission expires _____

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1983 APR 29 AM 10:14
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a _____ Corporation, and _____

Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

NOTARY PUBLIC

My Commission expires _____

City of Omaha
Public Works Department
Right-of-Way Div.
1819 Farnam Street
Omaha, Nebraska 68103

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