

9624964

96-024964

TEMPORARY EASEMENT

96 DEC 11 AM 10:46

SARPY COUNTY OUTFALL SEWER

REGISTERED DEEDS

COUNTY
Verify
\$28.50
Cash
Chg
MOR

FOR AND IN CONSIDERATION of the payment of the sum of ONE THOUSAND FOUR HUNDRED EIGHT DOLLARS (\$1,408.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with that certain Purchase Agreement between the parties hereto for this easement (the "Purchase Agreement"), Millard Refrigerated Services-Denison, a Nebraska General Partnership d/b/a Millard Warehouse-Denison (hereinafter referred to as "the GRANTOR," whether one or more), for himself, herself, themselves, or itself, and for his, her, their or its heirs, successors and assigns, does hereby grant, bargain, sell, convey and confirm unto SARPY COUNTY, NEBRASKA (hereinafter referred to as "the COUNTY") and its successors and assigns, a non-exclusive Temporary Easement, hereinafter described, in, over and upon a parcel of land in Sarpy County, Nebraska, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference, (such parcel of land hereinafter being referred to as the "Easement Area"). This grant of easement shall be strictly subject to all restrictions, easements, conditions, covenants, encumbrances and liens of record or identified by an accurate survey or physical inspection of the Easement Area.

After issuance by the County of a notice to its contractor to proceed with construction of the Sarpy County Outfall Sewer Project (hereinafter "the Project"), and commencing 10 days after the County's mailing to the Grantor of written notice of its intent to temporarily occupy the Easement Area for purposes of the Project, the County and its successors and assigns, and their respective officers, agents, employees and contractors, may temporarily enter upon and exclusively use the Easement Area for a period of 365 consecutive days for any necessary or convenient purposes associated with the original construction of the Project, including but not limited to removal of any existing guard rails, fencing, and paving in the Easement Area; installation and maintenance of temporary fencing in the Easement Area. This temporary easement shall automatically terminate at the expiration of the aforementioned time period.

General Provisions

A. The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

B. The GRANTOR waives compliance by the COUNTY with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended)

C. The GRANTOR, for itself and for its successors and assigns, covenants and agrees that GRANTOR is the owner of the Easement Area and that it has good right to convey this temporary easement over the same; that said premises are free and clear of all liens and encumbrances, except restrictions, easements, conditions, covenants, encumbrances and liens of record; and, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

D. This temporary easement shall not pass, nor be construed to pass, to the COUNTY, a fee simple interest or title to the Easement Area. The GRANTOR shall have the reserved right to make reasonable non-structural uses of the Easement Area which do not interfere with the COUNTY's rights under this Easement. The COUNTY hereby covenants that all work done by the COUNTY, or its contractors and their respective successors and assigns, shall be done at the COUNTY's sole cost and expense and that the COUNTY shall restore the Easement Area to at least as good a condition as existed before any such work. This temporary easement is also for the benefit of any

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contractor, agent, employee, or representative of the COUNTY in any of said work, provided such persons and/or entities are subject to the terms and conditions hereof.

E. COUNTY, and its successors, assigns, agents and contractors shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of the easement area with the prior written consent of GRANTOR or its successors or assigns.

F. In addition to COUNTY's obligations to restore and repair as set forth above, COUNTY shall be responsible for property damage or personal injury caused intentionally or by any negligent act or omission of COUNTY, its agents, contractors or assigns while exercising the rights granted herein.

G. COUNTY agrees to indemnify and hold the GRANTOR, and its successors and assigns harmless from and against any loss or damage to persons or property which occurs on or near the Easement Area and which is caused by or results from COUNTY's negligent acts or actions while exercising the rights granted herein.

H. All notices hereunder shall be in writing and served on the COUNTY and GRANTOR at their respective addresses as set forth herein or at any other address that such party may hereinafter designate in writing, by certified mail, return receipt requested.

I. This instrument contains the entire agreement of the parties hereto; there are no other or different agreements or understandings, except the Purchase Agreement and a Permanent Easement of even date, and that GRANTOR in executing and delivering this instrument, the GRANTOR warrants that no verbal or written representations or inducements have been made or given by the COUNTY or by any of its officers, agents or employees, other than as may be recited in this document.

IN WITNESS WHEREOF, the GRANTOR has executed this Easement as of this 16th day of October, 1996.

GRANTOR:

By:

Its: Managing Partner

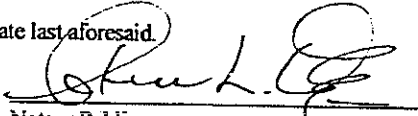
MILLARD REFRIGERATED
SERVICES-DENISON, a Nebraska
General Partnership f/k/a Millard
Warehouse-Denison

Acknowledgment

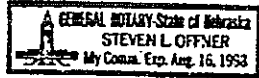
STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

On this 16th day of October, 1996, before me, a Notary Public, duly commissioned and qualified, personally came the above named Larry A. Larsen, Managing Partner of Millard Refrigerated Services-Denison, a Nebraska General Partnership f/k/a Millard Warehouse-Denison, to me personally known to be the identical person whose name is affixed to the foregoing, instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal the date last aforesaid.

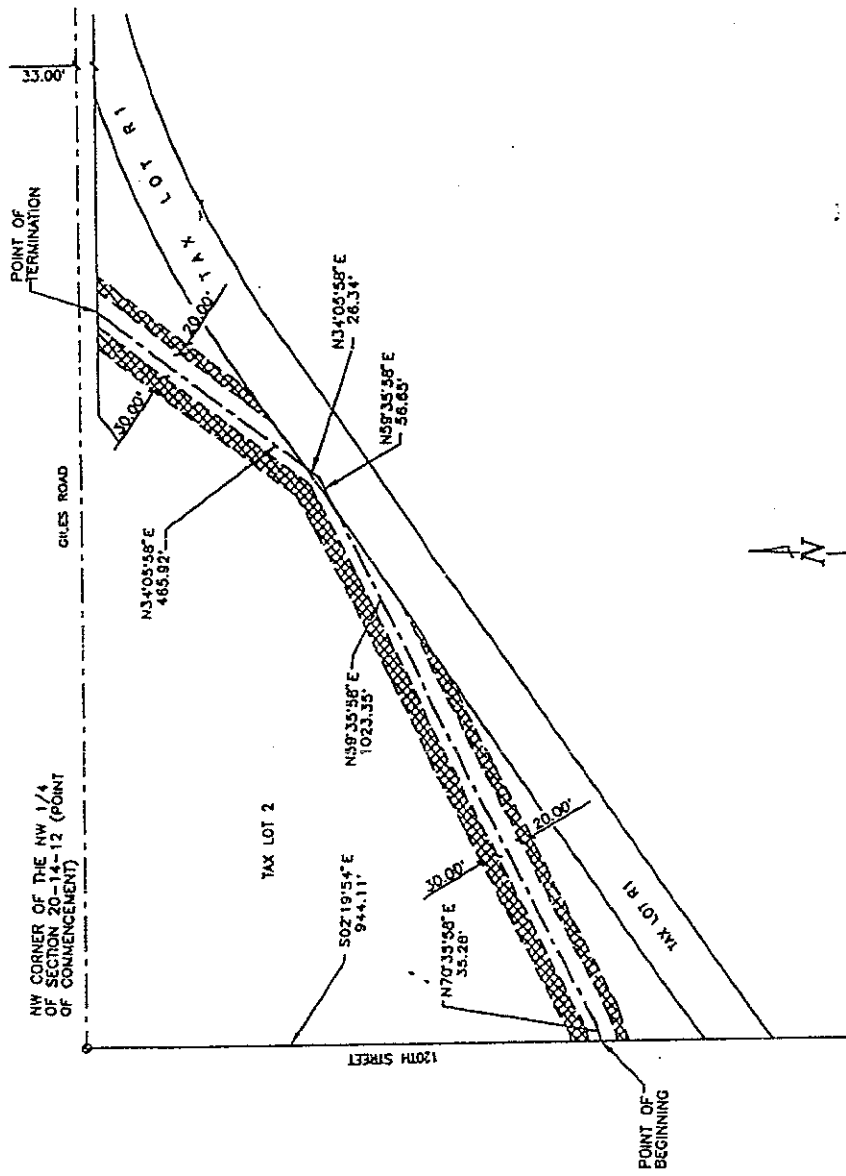


Notary Public



My commission expires the 16 day of August, 1998

96-24964C



LEGAL DESCRIPTION

A 30.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE SOUTHWESTERLY LINE OF SAID 30.00 FOOT WIDE STRIP OF LAND BEING 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54" E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4; THENCE N58°35'58" E 1023.35 FEET TO THE NORTHWESTERLY LINE OF TAX LOT 2; THENCE N34°05'58" E 28.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT 1R; THENCE CONTINUING N34°05'58" E 485.92 FEET TO THE SOUTHERLY LINE OF GILES ROAD AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 30.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID NW 1/4 AND THE SOUTHERLY LINE OF GILES ROAD.

AND

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN TAX LOT 2 IN THE NW 1/4 OF SECTION 20, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, THE NORTHWESTERLY LINE OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING 30.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NW CORNER OF SAID NW 1/4; THENCE S02°19'54" E (ASSUMED BEARING) 944.11 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING; THENCE N70°13'58" E 35.28 FEET; THENCE N58°35'58" E 1023.35 FEET TO THE NORTHWESTERLY LINE OF TAX LOT 2; THENCE N34°05'58" E 28.34 FEET TO THE NORTHWESTERLY LINE OF SAID TAX LOT 1R; THENCE CONTINUING N34°05'58" E 485.92 FEET TO THE SOUTHERLY LINE OF GILES ROAD AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 20.00 FOOT WIDE STRIP OF LAND BEING EXTENDED TO MEET THE WESTERLY LINE OF SAID NW 1/4 AND THE SOUTHERLY LINE OF GILES ROAD, EXCEPT THAT PART OF SAID 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN SAID TAX LOT 1R.

COMBINED AREA = 1.60 ACRES MORE OR LESS.

TEMPORARY EASEMENT

SARPY COUNTY, NEBRASKA
 SOUTH PAPILLION CREEK OUTFALL SEWER

TRACT NO. 2
 MILLARD WAREHOUSE DENISON

EXHIBIT

2 THOMPSON, DRESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10000 OLD MILL ROAD
 OMAHA, NE 68131
 (402) 261-4460

9-18-95
 DRAWING NO. EASE17C.DWG