

BOOK **662** PAGE **485**PROJECT NO. SO #4430TRACT NO. 5

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Maenner Acres One, Ltd
 hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Six Thousand Six Hundred Sixty-Seven Dollars (\$ 6,667.00) 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 of sanitary sewer, storm sewer and drainage way Sewer,
 and appurtenances thereto, the parcel of land described as follows, to-wit:

(See Exhibit "A" and "B")

The term "City" as herein used shall include Sanitary and Improvement District No. 298 its successors and assigns

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: none
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 seeded and returned to its original grade (Seeded, 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 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 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 the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CRCP DAMAGE shall mean damage to such crops as are required to be planted 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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this _____ day of _____ A.D., 19 81.

MAENNER ACRES ONE, LTD, a limited partnership

By: Maenner Development, Ltd., a Nebraska corporation, General Partner

Corporate
Seal

Name of Corporation

By

By: Robert J. Maenner V.P.
 Title President

Attest

Secretary

Form C

(Acknowledged on reverse side hereof)

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

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

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.

 NOTARY PUBLIC

My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

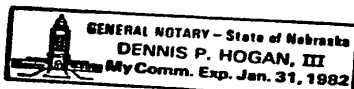
STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 10th day of NOVEMBER, 19 81, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

Maenner Development Corporation, a Nebraska 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.



Dennis P. Hogan
 NOTARY PUBLIC

My Commission expires _____

EXHIBIT A

BOOK 662 PAGE 487

TRACT NO. 1, ST 4432 B 550 4431
4, S05 4429PROJECT BOXELDER CREEK INTERCEPTOR
SEWERLEGAL OWNER MAENNER ACRES
ONE LTD.

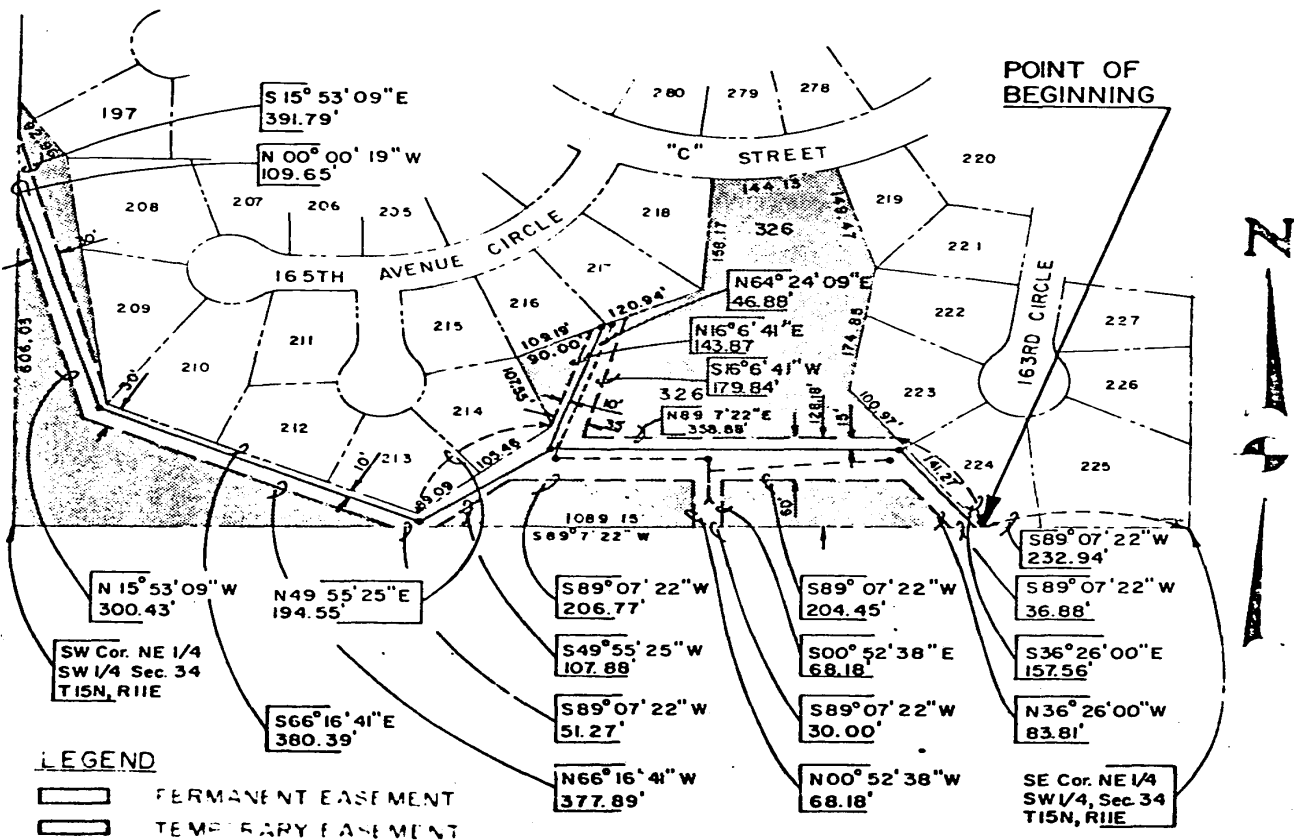
TRACT DESCRIPTION:

LOT 326, AS PLATTED IN ARMBRUST ACRES 2ND ADDITION A SUBDIVISION
LOCATED IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST, DOUGLAS COUNTY
NEBRASKA.

EASEMENT DESCRIPTIONS:

PERMANENT EASEMENT SEE ATTACHED SHEET.

TEMPORARY EASEMENT SEE ATTACHED SHEET.



SCALE 1" = 200'

REVISED 8/26/81

EXHIBIT A

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OCT 15 1981

TRACT NO. 7

SOS 4429

PROJECT BOXELDER CREEK INTERCEPTOR
SEWER
LEGAL OWNER MAENNER ACRES ONE
LTD.

TRACT DESCRIPTION:

LOT 224, AS PLATTED IN ARMBRUST ACRES 2ND ADDITION A SUBDIVISION
LOCATED IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST, DOUGLAS COUNTY
NEBRASKA.

POOR INSTRUMENT FILED

EASEMENT DESCRIPTIONS:

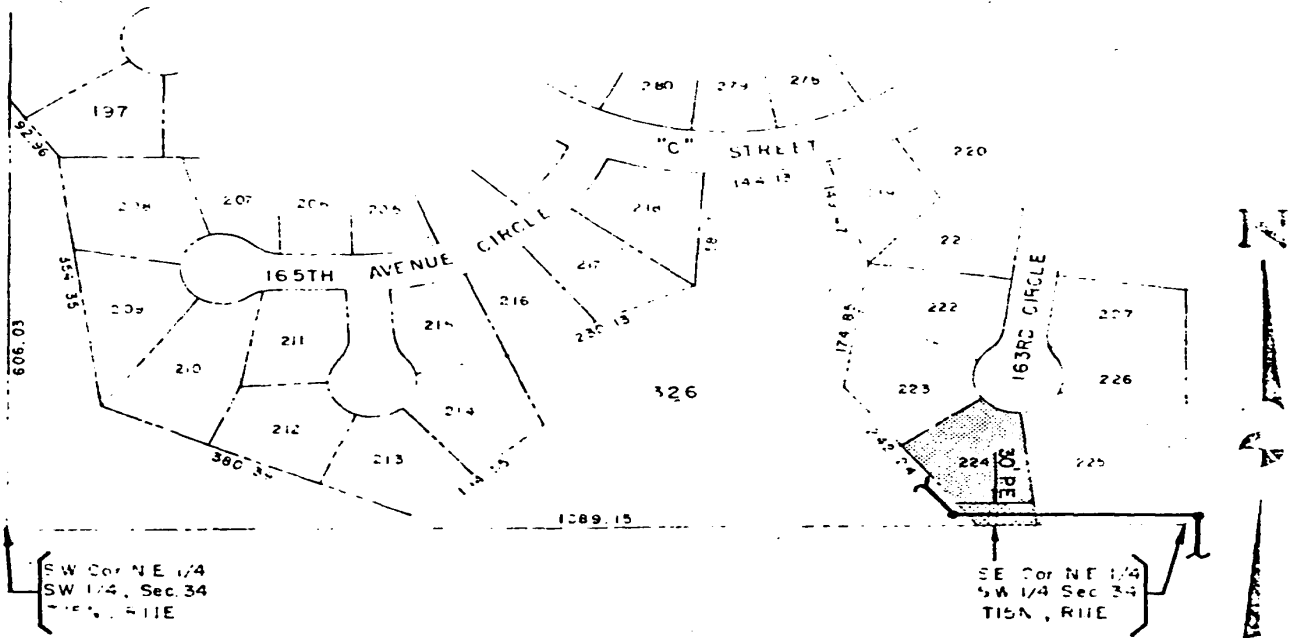
PERMANENT EASEMENT

A 30 foot wide Permanent Easement in that part of Lot 224,
more particularly described as follows:

The south 30 feet of said Lot 224; said Permanent Easement
containing 0.05 acres more or less.

TEMPORARY EASEMENT

A Temporary Construction Easement in all of Lot 224; except
for that part taken as Permanent Easement said Temporary
Construction Easement containing 0.34 acres more or less.



OCTOBER 16, 1981

EXHIBIT A
POOR INSTRUMENT FILED BOOK 662 PAGE 489

OCT 15 1981

TRACT NO 8 SOS 4429
 PROJECT BOXELDER CREEK INTERCEPTOR
 SEWER
 LEGAL OWNER MAENNER ACRES ONE LTD.

TRACT DESCRIPTION:

LOT 225, AS PLATTED IN ARMBRUST ACRES 2ND ADDITION A SUBDIVISION
 LOCATED IN SECTION 34, TOWNSHIP 15 NORTH, RANGE 11 EAST, DOUGLAS COUNTY
 NEBRASKA.

EASEMENT DESCRIPTIONS:

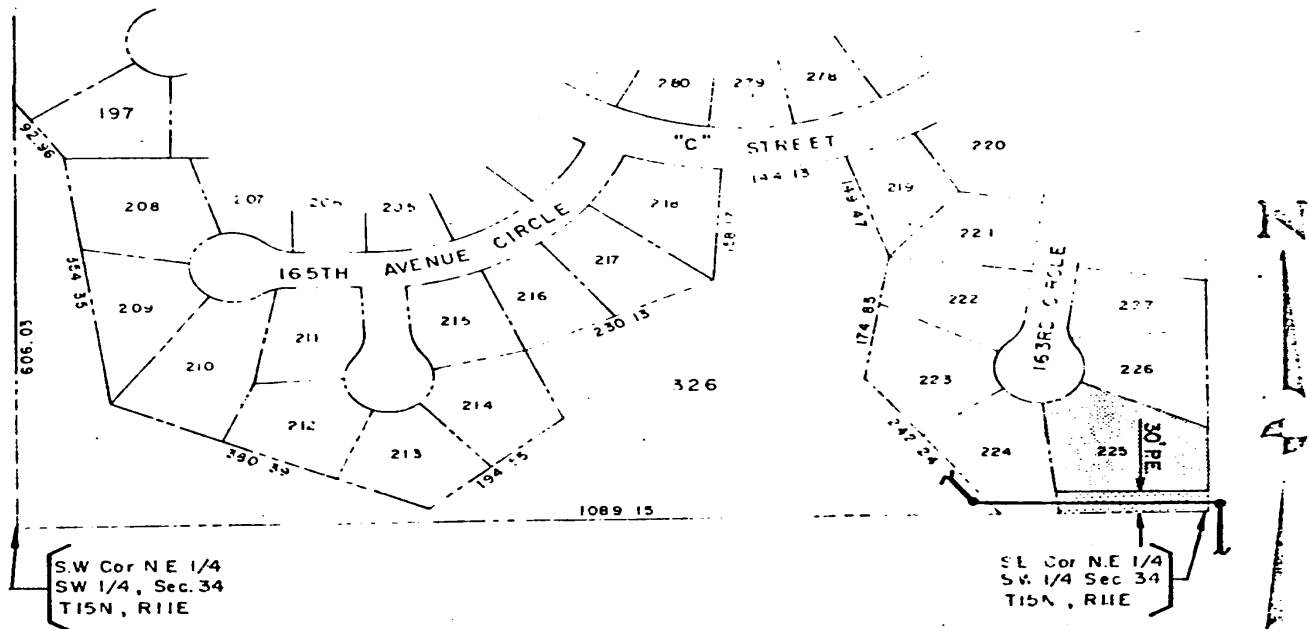
PERMANENT EASEMENT

A 30 foot wide Permanent Easement in that part of Lot 225,
 more particularly described as follows:

The south 30 feet of said Lot 225; said Permanent Easement
 containing 0.11 acres more or less.

TEMPORARY EASEMENT

A temporary Construction Easement in all of Lot 225; except
 for that part taken as Permanent Easement said Temporary
 Construction Easement containing 0.52 acres more or less.



LEGEND

PERMANENT EASEMENT
 TEMPORARY EASEMENT

200'

OCTOBER 16, 1981

