

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT M. L. Day Ltd. No. 1, a Nebraska Limited Partnership, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of _____ Dollars (\$ 2695.00) 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 widening of 108th Street, Maple to Fort and appurtenances thereto, the parcel of land described as follows, to-wit:

A parcel of land being part of Lot 1, Contemporary Place, as surveyed, platted and recorded in Douglas County, Nebraska, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 00°00'00" West (assumed bearing) 140.02 feet along the West right-of-way line of 108th Street to the South line of said Lot 1; thence North 89°51'52" West, 30.02 feet along South line; thence North 00°00'00" West, 127.15 feet; thence North 80°08'43" West, 76.10 feet to a point on the South right-of-way line of Emmet Street; thence South 89°51'56" East, 125.00 feet along said South line to the point of beginning.

Said parcel contains 7,486 square feet (0.17 acres) more or less.

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 as needed 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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 14 day of November A.D., 19 84.

CORPORATIONS

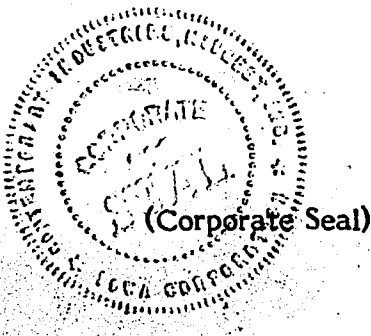
Contemporary Industries Midwest, Inc.
Name of Corporation

By [Signature] Title

ATTEST:

By Mary Kell Threasure Title

Date 11/14/84

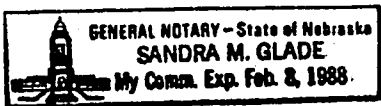


CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14 day of November, 1984, before me, the undersigned, a Notary Public in and for said County, personally came David T. Cap, President of Contemporary Industries Midwest Inc., a Corporation, and Nancy Kuhl, Treasurer Treasurer, 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.



Sandra M. Glade
NOTARY PUBLIC

My Commission expires February 8 1988

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of 1100

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C. HAROLD J. SILLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
23 (ms)

