



MISC Inst. # 2018047952, Pg: 1 of 10 Rec Date: 06/20/2018 15:04:44.537
 Fee Received: \$64.00 By: CC
 Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

TEMPORARY GRADING AND CONSTRUCTION EASEMENT

This Temporary Grading and Construction Easement (this "**Easement Agreement**") is made as of the 6th day of April, 2018, by and between Chad Harrill and Ashley Harrill, husband and wife ("**Grantor**"), and St. Wenceslaus Church of Omaha, a Nebraska non-profit corporation ("**Grantee**").

Preliminary Statement

Grantor is the owner of certain real property situated in Douglas County, Nebraska, and legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference (herein the "**Grantor Property**").

Grantee is the owner of certain real property situated in Douglas County, Nebraska, and legally described on **Exhibit "B"** attached hereto and incorporated herein by this reference (herein the "**Grantee Property**").

The Grantor Property and Grantee Property share a common boundary along the east side of the Grantor Property and the west side of the Grantee Property (the "**Common Boundary**").

Grantee intends to improve the Grantee Property with a new building (the "**Proposed Improvement**"). As part of the construction of the Proposed Improvement, Grantor desires to secure a temporary easement to grade and fill on, across and under portions of the Grantor Property as generally set forth on **Exhibit "C"** and generally depicted on **Exhibit "C-1"**, both of which are attached hereto and incorporated herein by this reference (the "**Grading Work**").

As such, Grantee desires to secure from Grantor, and Grantor desires to grant to Grantee, a temporary grading and construction easement to conduct the "**Easement Activities**", as hereinafter defined (the "**Grading and Construction Easement**").

As consideration for Grantor granting the Grading and Construction Easement to Grantee pursuant to this Easement Agreement, Grantee agrees to construct certain improvements to the Grantor Property which are memorialized herein on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Grantor Improvements**").

Return to:
 Patrick M. Flood
 Pansing Hogan Ernst & Bachman, LLP
 10250 Regency Circle, Suite 300
 Omaha, Nebraska 68114

PANSI

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, which is incorporated herein by this reference, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants and conveys to Grantee and its agents, contractors and subcontractors, the Grading and Construction Easement over and through the Grantor Property for the purposes of conducting the Easement Activities. Upon complete execution of this Easement Agreement, and weather permitting, said Easement Activities shall commence in a commercially reasonable manner and continue in a diligent, continuous, and good and workmanlike manner until completion of the Easement Activities.
2. For purposes of this Easement Agreement, the term “**Easement Activities**” shall refer to the Grading Work and the Grantor Improvements, and such actions or activities reasonably related thereto that are necessary to complete either of the foregoing.
3. Grantor and Grantee agree that this Easement Agreement may be modified and amended only by written instrument executed by Grantor and Grantee or their respective successors and assigns. The Grading and Construction Easement shall continue until the earlier to occur of completion of the Easement Activities or December 31, 2018.
4. Grantee covenants and agrees that it will undertake the Easement Activities at its sole expense; that it will promptly pay all bills pertaining to such Easement Activities and will not permit any liens to be filed against the Grantor Property as a result or consequence of such Easement Activities.
5. The Grading and Construction Easement granted herein shall run with the land, inure to the benefit of, and be binding upon the Grantor and Grantee, the owners of the Grantor Property and Grantee Property, and each of their respective heirs, personal representatives, successors and assigns.
6. This Easement Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

Inst. # 2018047952, Pages: 3 of 10

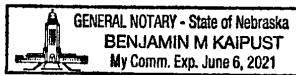
GRANTOR:

Chad Harrill
Chad Harrill

Ashley Harrill
Ashley Harrill

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of APRIL, 2018, by Chad Harrill and Ashley Harrill, husband and wife.



Benjamin M Kaipust
Notary Public

Inst. # 2018047952, Pages: 4 of 10

GRANTEE:

St. Wenceslaus Church of Omaha,
a Nebraska non-profit corporation

By: *Ashley Glasshalk-Gaskie*
Title: *Director of Finance*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this *20* day of *June*, 2018, by *Ashley Glasshalk-Gaskie*, as *Director of Finance* of St. Wenceslaus Church of Omaha, a Nebraska non-profit corporation, for and on behalf of the corporation.



Kelsey Lee
Notary Public

Inst. # 2018047952, Pages: 5 of 10

Exhibit "A"
Legal Description – Grantor Property

Lot 125, Pacific Hollow, an addition to the city of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

Inst. # 2018047952, Pages: 6 of 10

Exhibit "B"
Legal Description – Grantee Property

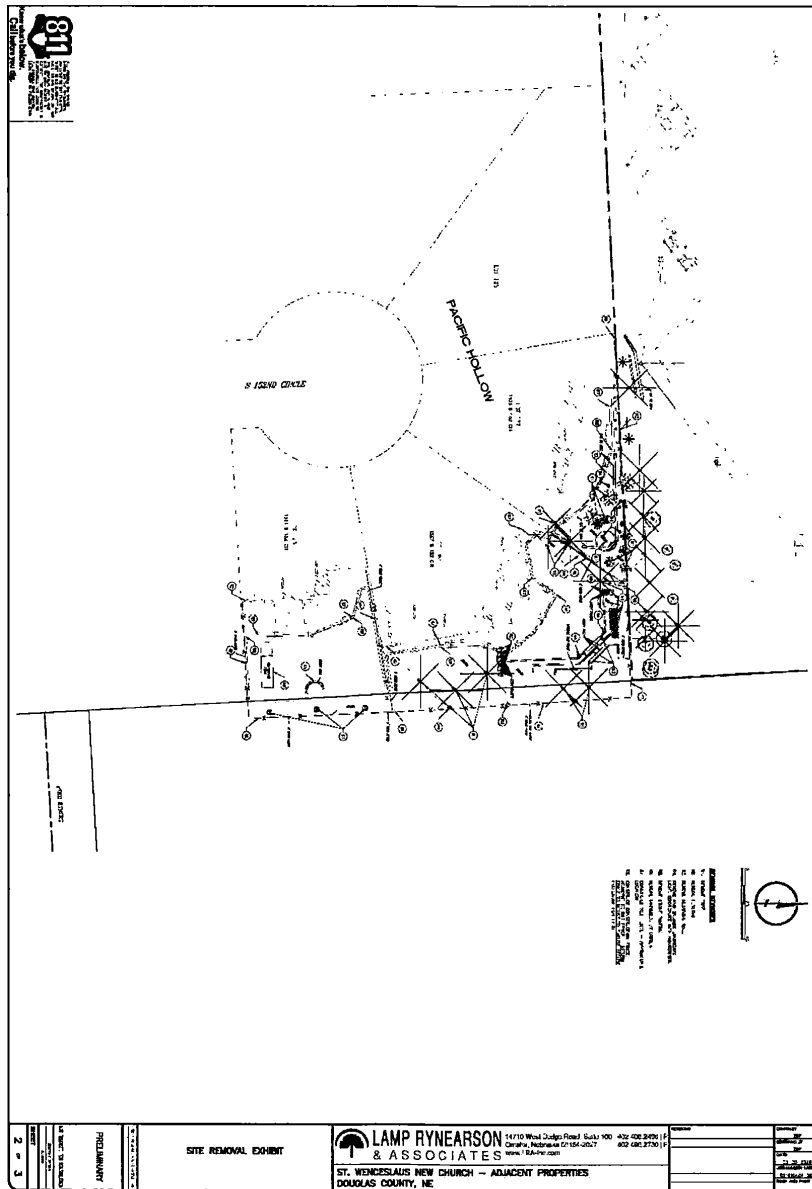
PART THE OF THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION 26, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 03°12'49" EAST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM) FOR 192.18 FEET ON THE WEST LINE OF SAID EAST HALF OF NORTHWEST QUARTER TO THE TRUE POINT OF BEGINNING; THENCE NORTH 86°47'11" EAST FOR 293.94 FEET; THENCE SOUTH 66°22'26" EAST FOR 160.95 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 1035.00 FEET AND ALONG CHORD BEARING SOUTH 18°03'57" EAST FOR 385.26 FEET) FOR AN ARC LENGTH OF 387.52 FEET; THENCE NORTH 61°12'29" EAST FOR 10.00 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 1025.00 FEET AND A LONG CHORD BEARING SOUTH 33°03'11" EAST FOR 152.32 FEET) FOR AN ARC LENGTH OF 152.46 FEET; THENCE SOUTH 37°18'51" EAST FOR 223.33 FEET; THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 275.00 FEET AND ALONG CHORD BEARING SOUTH 37°42'26" WEST FOR 531.31 FEET) FOR AN ARC LENGTH OF 720.15 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 525.00 FEET AND ALONG CHORD BEARING NORTH 80°14'33" WEST FOR 235.68 FEET) FORAN ARC LENGTH OF 237.71 FEET; THENCE SOUTH 86°47'11" WEST FOR 168.63 FEET TO SAID WEST LINE; THENCE NORTH 03°12'49" WEST FOR 1106.35 FEET TO THE POINT OF BEGINNING.

*Now Known as 16+1 South farm
EG*

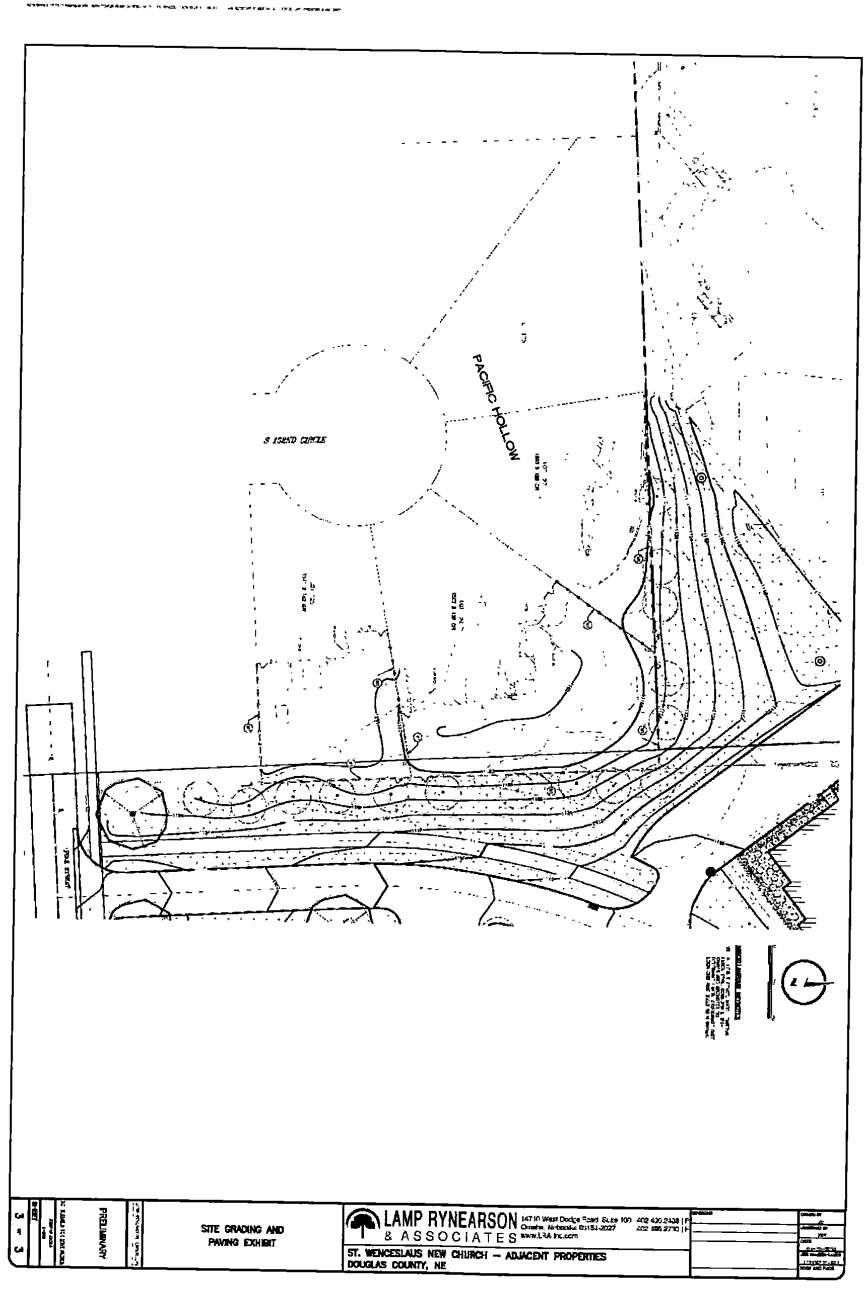
Exhibit "C"
Grading Work

1. Removal of all trees, landscaping and other improvements, including, without limitation the irrigation systems or portions thereof, but not including the children's play set (which Grantor will remove), located on the east half of the Grantor Property.
2. Removal of the fence located along the Common Boundary (the "**Boundary Fence**").
3. Removal of the fence located between the Grantor Property and the property located immediately to the north of the Grantor Property, which is owned by James and Alyson Demman (the "**North Fence**").
4. Removal of a portion of the fence located on the south edge of the Grantor Property as is necessary to complete the excavation work on Grantor Property (the "**South Fence**").
5. Temporary removal of OPPD transformer and pedestals for other utilities servicing the Grantor Property, if necessary (the "**Utility Pedestals**"). In the event it becomes necessary for Grantee to temporarily relocate any Utility Pedestals on the Grantor Property, Grantee shall provide Grantee advance written notice of such temporary relocation and shall, prior to any cessation of utility service, make arrangements for continuous temporary service of said utility to be provided to Grantor Property. Grantee shall diligently work to minimize any interruption of utility services to the Grantor Property caused by or in connection with the Easement Activities.
6. Earthwork (excavation) near the Common Boundary on the Grantor Property sufficient for purposes of constructing the Proposed Improvement.
7. Installation of a silt fence, and such additional erosion control measures as deemed necessary by Grantee's grading contractor and reviewed by Grantor, at perimeter of the excavation area.
8. Installation of a construction fence to provide continuous barrier to confine Grantee's pets. Construction and placement of fence shall be reviewed by Grantor.

Exhibit "C-1"



Inst. # 2018047952, Pages: 9 of 10



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	PREPARED BY LAMP RYNEARSON & ASSOCIATES	SITE GRADING AND PAVING EXHIBIT	LAMP RYNEARSON & ASSOCIATES 10730 West Dodge Road, Suite 101, Omaha, NE 68130 Phone: 402.426.2528 Fax: 402.426.2528 www.lra-inc.com	PROJECT NO. SHEET NO. DATE	CLIENT ST. WENCESLAUS NEW CHURCH - ADJACENT PROPERTIES DOUGLAS COUNTY, NE
	DRAWN BY CHECKED BY APPROVED BY	DATE	SCALE	PROJECT NO. SHEET NO. DATE	CLIENT ST. WENCESLAUS NEW CHURCH - ADJACENT PROPERTIES DOUGLAS COUNTY, NE

Exhibit "D"
The Grantor Improvements

1. Replace all portions of the North Fence, South Fence and Boundary Fence removed by Grantee or its agents in connection with the Grading Work with a six (6) foot tall "board on board" privacy fence in the location of the fence removed pursuant to this Agreement.
2. Re-install gates at previously existing locations, and in the Boundary Fence if one was not previously located in the Boundary Fence.
3. Replace portions of the irrigation system on the Grantor Property, if any, removed by Grantee or its agents in connection with the Easement Activities. Grantor to approve layout of replacement irrigation systems. Grantee to install and test irrigation system before sod is laid.
4. Sod portions of the Grantor Property irreparably damaged by Grantee or its agents in connection with the Easement Activities.
5. Install landscaping on the east side of the Boundary Fence at a date and time convenient to the construction of the Proposed Improvement.