

CASH 22132 H BK 1088 R 10-15-11 FB 01-6000  
MW PG 229-233 CTO COMP MSCAN KV  
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RECEIVED  
AUG 4 3 48 PM '93  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT HOWARD D. VANN and R. THOMAS VANN, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Five Thousand Nine Hundred Ninety and no/100 Dollars (\$5,990.00), and other valuable consideration, 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 a sanitary outfall sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed 180 calendar days from the date construction begins or December 1, 1993, whichever date should first occur. TERM
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 upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
4. That said GRANTOR for themselves and their heirs, personal representatives, administrators, successors and assigns, does confirm with the said CITY and its assigns, including public utility companies and their assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they and their heirs, personal representatives, administrators, successors and assigns, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.
5. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
6. 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.
7. 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 have hereunto set their hands this 23<sup>rd</sup> day of July, 1993.

[Signature]  
HOWARD D. VANN

[Signature]  
R. THOMAS VANN

[Signature]  
TOM LAURITSEN, Trustee

[Signature]  
CHARLES TROFHOLZ

[Signature]  
LENORE TROFHOLZ

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

On this 19 day of July, 1993, before me, the undersigned, a Notary Public in and for said County, personally came HOWARD D. VANN, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein stated.

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



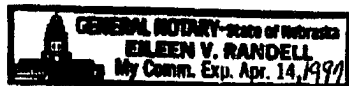
[Signature]  
Notary Public

My commission expires: April 14, 1997

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

On this 19 day of July, 1993, before me, the undersigned, a Notary Public in and for said County, personally came R. THOMAS VANN, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein stated.

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



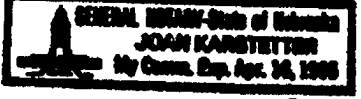
[Signature]  
Notary Public

My commission expires: April 14, 1997

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

On this 23 day of July, 1993, before me, the undersigned, a Notary Public in and for said County, personally came TOM LAURITSEN, TRUSTEE, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein stated.

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



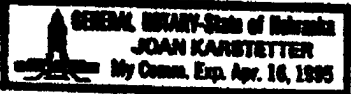
Joan Karstetter  
Notary Public

My commission expires: April 16, 1995

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

On this 23 day of July, 1993, before me, the undersigned, a Notary Public in and for said County, personally came CHARLES TROFHOLZ and LENORE TROFHOLZ, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein stated.

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



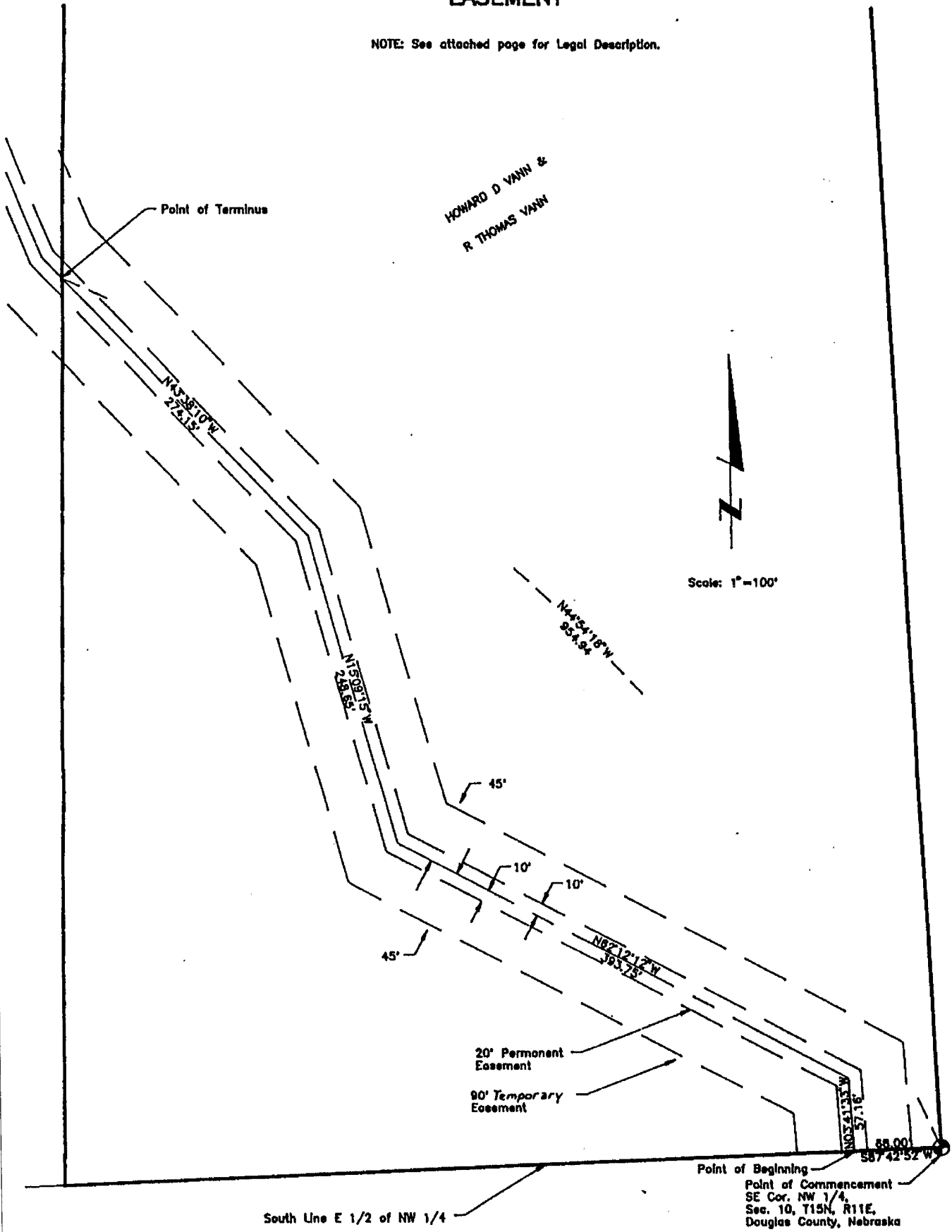
Joan Karstetter  
Notary Public

My commission expires: April 16, 1995

# EXHIBIT A

## SANITARY SEWER EASEMENT

NOTE: See attached page for Legal Description.



Book \_\_\_\_\_ Page \_\_\_\_\_

Date April 16, 1993

Job Number 92923-2505-1  
Page 1 of 2

**lamp, rynearson & associates, inc.**  
 architects      engineers      surveyors      planners

14747 california street      omaha, nebraska 68154      402-498-2498

LEGAL DESCRIPTION

SE NW

A permanent twenty (20) foot strip easement for construction and maintenance of sanitary sewers over that part of the East Half of the Northwest Quarter of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of the said E 1/2 of the NW 1/4 of Section 10;

Thence South 87°42'52" West (bearings referenced to the Nebraska State Plane System, South Zone) for 68.00 feet along the south line of the said E 1/2 of the NW 1/4 of Section 10 to the TRUE POINT OF BEGINNING on the centerline of the said twenty foot strip easement;

Thence North 03°41'33" West for 57.16 feet along said centerline;

Thence North 62°12'12" West for 393.75 feet along said centerline;

Thence North 15°09'15" West for 248.65 feet along said centerline;

Thence North 43°38'10" West for 274.15 feet along said centerline to the Point of Terminus;

Said Point of Terminus lying North 44°54'18" West for 954.94 feet from the southeast corner of the said E 1/2 of the NW 1/4 of Section 10 (Point of Commencement).

Contains 0.45 acre.

LEGAL DESCRIPTION

SE NW

A temporary ninety (90) foot strip easement for construction of sanitary sewers over that part of the East Half of the Northwest Quarter of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of the said E 1/2 of the NW 1/4 of Section 10;

Thence South 87°42'52" West (bearings referenced to the Nebraska State Plane System, South Zone) for 68.00 feet along the south line of the said E 1/2 of the NW 1/4 of Section 10 to the TRUE POINT OF BEGINNING on the centerline of the said ninety foot strip easement;

Thence North 03°41'33" West for 57.16 feet along said centerline;

Thence North 62°12'12" West for 393.75 feet along said centerline;

Thence North 15°09'15" West for 248.65 feet along said centerline;

Thence North 43°38'10" West for 274.15 feet along said centerline to the Point of Terminus;

Said Point of Terminus lying North 44°54'18" West for 954.94 feet from the southeast corner of the said E 1/2 of the NW 1/4 of Section 10 (Point of Commencement).

Contains 2.02 acres including 0.45 acre of permanent easement.

March 11, 1993  
LAMP, RYNEARSON & ASSOCIATES, INC.  
92923-2505-1 (parcel 1)