

BOOK 706 PAGE 157

CITY COPY

PROJECT NO. S.O.S. 3924
TRACT NO. 3
13057 West Center Road

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

2011-007

THAT Seldin Development and Management Company, a Delaware Corporation hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of fifteen thousand one hundred thirty-eight & 00/100 dollars (\$ 15,138.00) 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 and grading of a sanitary outfall sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

ALL OF LOT 3, BLOCK TWO, WESTWOOD HEIGHTS 15TH ADDITION, EXCEPT FOR PERMANENT EASEMENT, DESCRIBED ON PERMANENT EASEMENT FORM, AN ADDITION TO THE CITY OF OMAHA AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

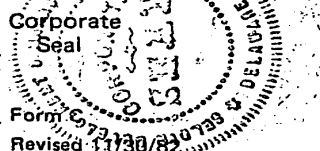
*ANY AREA DISTURBED UNDER THIS EASEMENT SHALL BE CLEARED OF ALL ROCK AND DEBRIS AND FINE GRADED AND SEEDED WITH TYPE "A" SEED UPON COMPLETION OF THE CONSTRUCTION PROJECT. CITY INSPECTORS WILL MONITOR TO ASSURE COMPLIANCE.

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 and grading 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 (TYPE "A" SEED) 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 grading 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 20th day of December, A.D., 1983.

SELDIN DEVELOPMENT AND MANAGEMENT COMPANY
Name of Corporation



By Theodore M. Seldin V. President
Attest Denise C. Silverman Secy. Secretary

(Acknowledged on reverse side hereof)

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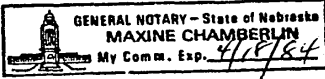
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 20th day of December, 1983, before me a Notary Public, in and for said County personally came the above named: Theodore M. Seldin Vice Pres. & Denise C. Selverman, Asst Secy.

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.



Maxine Chamberlin
NOTARY PUBLIC

My Commission expires April 18, 1984

64 Mail

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1983 MAR - 1 PM 2:41
DOUGLAS COUNTY, NEB.

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CORPORATE ACKNOWLEDGEMENT

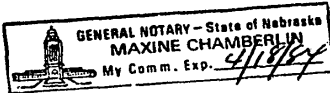
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 20th day of December, 1983, before me, the undersigned, a Notary Public in and for said County, personally came Theodore M. Seldin Vice President of

a Delaware Corporation, and Denise C. Selverman 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.



Maxine Chamberlin
NOTARY PUBLIC

My Commission expires April 18, 1984

Pub W. 10/1

