



BK 1355 PG 726-729



MISC 2000 14376

RICHARD H TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 OCT 23 PM 2:57

RECEIVED

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WILLIAM J. BIRGE and CONSTANCE L. BIRGE, husband and wife, and ~~FIRST FEDERAL LINCOLN BANK, a~~, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Three Thousand Twenty-Five and no/100 Dollars (\$3,025.00), 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, and *Sanitary and Improvement District No. 427 of Douglas County, Nebraska*, a Nebraska political subdivision, hereinafter referred to as SID, hereinafter collectively referred to as GRANTEE, and to its successors and assigns, an easement for the right to enter upon and use for working space for grading in connection with a paving project, 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 June 30, 2001, whichever date should first occur.

2. That said easement is granted upon the condition that the GRANTEE 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 GRANTEE 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 GRANTEE in any of said construction work.

4. That said GRANTOR for itself and its successors and assigns, does confirm with the said GRANTEE 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 it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this temporary easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.

** Easement strip between and around longer than 10' or within the edge of construction easement and flagged and one to be worked around as per Jan this agreement. WTB. RLB.*

Gaines, Pansing & Hogan
10050 Regency Circle, Ste. 200
Omaha, Nebraska 68114

*1893
1894 misc
BI*

2050
FILE _____ FB _____
BKP _____ C/O _____ COMP _____
DEL _____ SCAN *d* FV _____

5. The GRANTEE 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 GRANTEE or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the GRANTEE 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.

8. Upon the completion of construction, the GRANTEE will have restored the area of construction to the same condition as had previously existed.

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their and/or its hand or hands this 20 day of Oct., 2000.

William J. Birge
WILLIAM J. BIRGE

Constance L. Birge
CONSTANCE L. BIRGE

~~FIRST FEDERAL LINCOLN BANK~~

By: _____
Title: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 20 day of October, 2000, before me, the undersigned, a Notary Public in and for said County, personally came WILLIAM J. BIRGE and CONSTANCE L. BIRGE, 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 his and her voluntary act and deed.

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

Alice J. Long
Notary Public

My commission expires: March 7, 2001

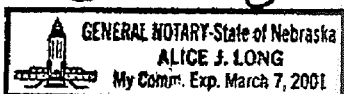


EXHIBIT "A"

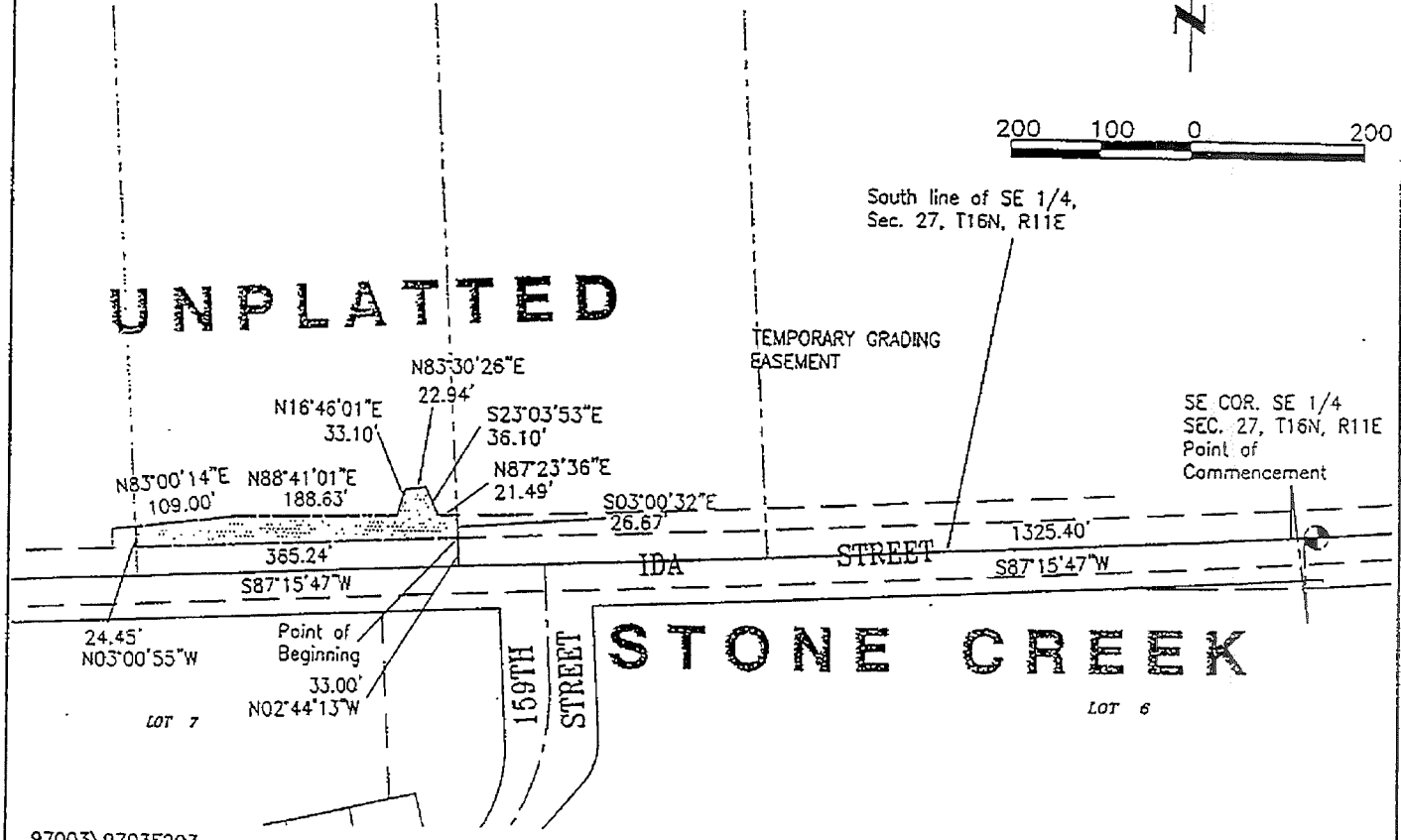
LEGAL DESCRIPTION

A temporary construction and grading easement lying north of and abutting the existing county roadway easement in the Southeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska described as follows;

- Commencing at the southeast corner of the Southeast Quarter of Section 27;
 - Thence South 87°15'47" West (bearings referenced to the Final Plat of STONE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 1325.40 feet along the south line of the Southeast Quarter of Section 27;
 - Thence North 02°44'13" West for 33.00 feet to the north line of the existing county roadway easement and the TRUE POINT OF BEGINNING;
 - Thence South 87°15'47" West for 365.24 feet parallel with and 33.00 feet north of the south line of the Southeast Quarter of Section 27;
 - Thence North 03°00'55" West for 24.45 feet;
 - Thence North 83°00'14" East for 109.00 feet;
 - Thence North 88°41'01" East for 188.63 feet;
 - Thence North 16°46'01" East for 33.10 feet;
 - Thence North 83°30'26" East for 22.94 feet;
 - Thence South 23°03'53" East for 36.10 feet;
 - Thence North 87°23'36" East for 21.49 feet;
 - Thence South 03°00'32" East for 26.67 feet to the north line of the existing county roadway easement and the Point of Beginning.
- Contains 0.27 acre.



UNPLATTED



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Book _____ Page _____ Date April 1, 2000 Dwn.By aet Job Number 97045.11-050

lamp, rynearson & associates, inc.
 engineers surveyors planners

14710 west dodge road, suite 100 omaha, nebraska 68154-2029
 ph 402-486-2498 fax 402-486-2730

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