



MISC 2004030416



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 3/17-16-1180 COMP
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Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 3/9/2004 11:53:59 AM

 2004030416

East of lots 640 + 641

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **STEVEN D. GOFTA** and **CYNTHIA A. LEO-GOFTA**, husband and wife, hereinafter referred to as GRANTOR, for and in consideration of the sum of **Five Hundred Forty-Eight and 25/100 Dollars (\$548.25)**, and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 473 OF DOUGLAS COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of a sewer (either for storm or sanitary purposes), 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 31, 2004**, 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 themselves and their heirs, personal representatives, 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 they and their heirs, personal representatives, 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.
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,

for
 (Gaines Pansing & Hogan LLP
 10250 Regency Circle, Suite 300
 Omaha, NE 68114-3728)

- 4660 :

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.

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 31 day of December, 2003.

Steven D. Gofta

STEVEN D. GOFTA

Cynthia A. Leo-Gofta

CYNTHIA A. LEO-GOFTA

Iowa
STATE OF ~~NEBRASKA~~)
 Harrison) ss.:
COUNTY OF ~~BOULDER~~)

On this 31 day of December, 2003, before me, the undersigned, a Notary Public in and for said County, personally came STEVEN D. GOFTA and CYNTHIA A. LEO-GOFTA, 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.

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

Janice Johnson

Notary Public

My commission expires: Sept 16, 2006



EXHIBIT A

LEGAL DESCRIPTION

A temporary easement for the construction of drainageways and sewers over that part of the Southeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the east corner common to Lots 640 and 641, PINE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 02°59'48" West (bearings referenced to the Final Plat of PINE CREEK) for 25.00 feet along the east line of said Lot 641;

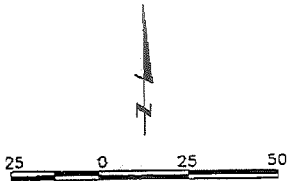
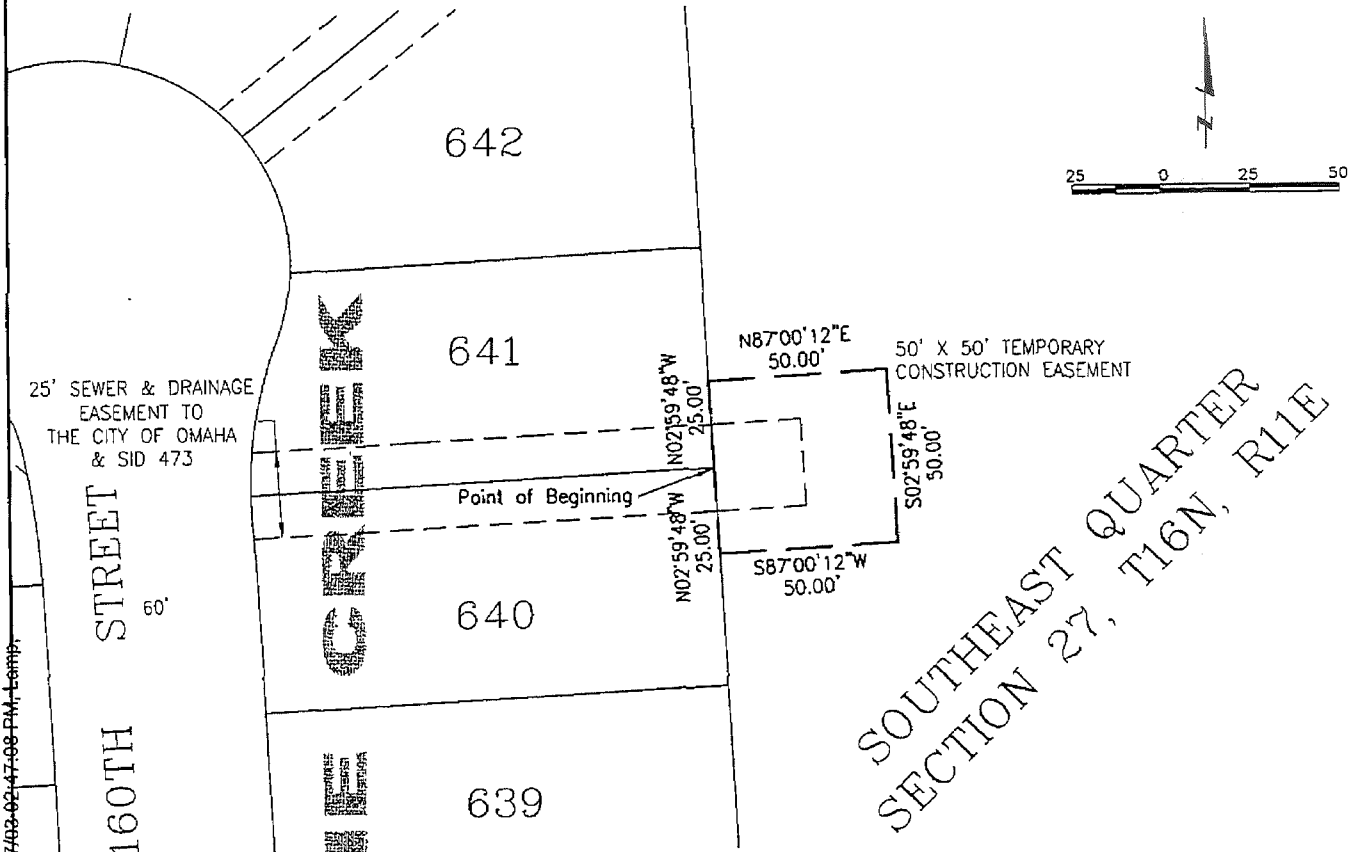
Thence North 87°00'12" East for 50.00 feet;

Thence South 02°59'48" East for 50.00 feet;

Thence South 87°00'12" West for 50.00 feet to the east line of said Lot 640;

Thence North 02°59'48" West for 25.00 feet along said east line to the Point of Beginning.

Contains 2500 square feet including 625 square feet of permanent easement (net 1875 square feet).



SOUTHEAST QUARTER
SECTION 27, T16N, R11E

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R:\ryearson & Associates, Inc.

98055\DWG\EASEMENTS\dwg\98555E306.dwg
Book 98055 Page _____ Date Sept. 24, 2003 Dwn.By JHVD Job Number 98055.33 / 040

Lamp, Rynearson & Associates, Inc. WWW.LRA-INC.COM
 14710 West Dodge Road, Suite 100 (Ph) 402.496.2498
 Omaha, Nebraska 68154-2027 (Fax) 402.496.2730

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247

RECEIVED
4/10/12 1:40 PM '94
WILLIAM J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

CASH 00457 BK 1108 R 27-16-11th FB 01-60000
TYPE misc PG 618 C10 COMP SCAN
FEE 5.50 OF misc LEGL PG MC FV
Doc. # 114

Revised December 13, 1993 RIGHT-OF-WAY EASEMENT

Steven D. Gofta and Cynthia A. Leo Gofta Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",
A parcel of land situate 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 East Quarter corner of said Section 27; thence along the Northerly line of said Southeast Quarter of Section 27, N86°18'54"W (assumed bearing), 50.00 feet to a point on the Westerly right-of-way line of 156th Street, said point being the True Point of Beginning; thence parallel with the Easterly line of said Southeast Quarter and along said westerly right-of-way line, S03°12'51"W, 331.12'; thence N86°21'43"W, 1494.68'; thence N03°19'24"E, 332.34' to a point on said Northerly line of said Southeast Quarter; thence along said Southerly line, S86°18'54"E, 1494.06' to the True Point Of Beginning. Said parcel of land contains an area of 11.380 acres, more or less. This parcel is located in the (NW¼ SE¼) and (SW¼ SE¼).

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

A strip of land Ten feet (10') in width being Five feet (5') each side of and abutting the Districts facilities as constructed, to provide for the installation of customers service.

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 20 day of Dec., 19 93.

OWNERS SIGNATURE(S)

Steven D Gofta
Cynthia A Leo Gofta

CORPORATE ACKNOWLEDGEMENT

STATE OF

COUNTY OF

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

President of _____

_____ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska

COUNTY OF Douglas

On this 20 day of Dec., 19 93, before me the undersigned, a Notary Public in and for said County and State, personally appeared

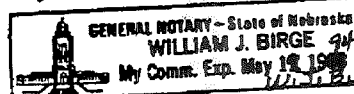
STEVEN D. GOFTA AND
CYNTHIA A. LEO GOFTA.

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be THEIR voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

William J. Birge

NOTARY PUBLIC



Distribution Engineer ARM Date 28 Dec 93 Property Management _____ Date _____
Section SE¼ 27 Township 16 North, Range 11 East
Saleman Harek Engineer Harek Est. # 930293901 W.O.# M1 6940

11-17
NE Parcel
East of SE
Platting

NWSE
SINSE