



MISC 2004042600



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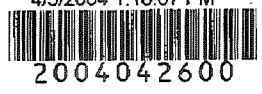
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FEE 15.50 FB 01-60000

3/1 BR 27-16-1189 C/O _____ COMP _____
D.L. _____ SCAN _____ FV _____

582 + 583

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
4/5/2004 1:18:07 PM



2004042600

West of lots ABB
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAM J. BIRGE and CONSTANCE L. BIRGE, husband and wife, hereinafter referred to as GRANTOR, for and in consideration of the sum of Three Hundred Nine and no/100 Dollars (\$309.00), 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,

PAN
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114-3728

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 11 day of February, 2004.

William J. Birge
WILLIAM J. BIRGE
Constance L. Birge
CONSTANCE L. BIRGE

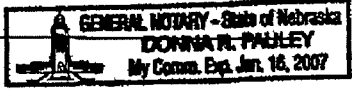
STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 11 day of February, 2004, 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 their voluntary act and deed.

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

Donna R. Pauley
Notary Public

My commission expires: _____



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 582 and 583, PINE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 03°00'39" West (bearings referenced to the Final Plat of PINE CREEK) for 25.00 feet along the east line of said Lot 583;

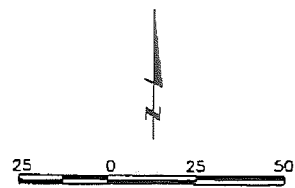
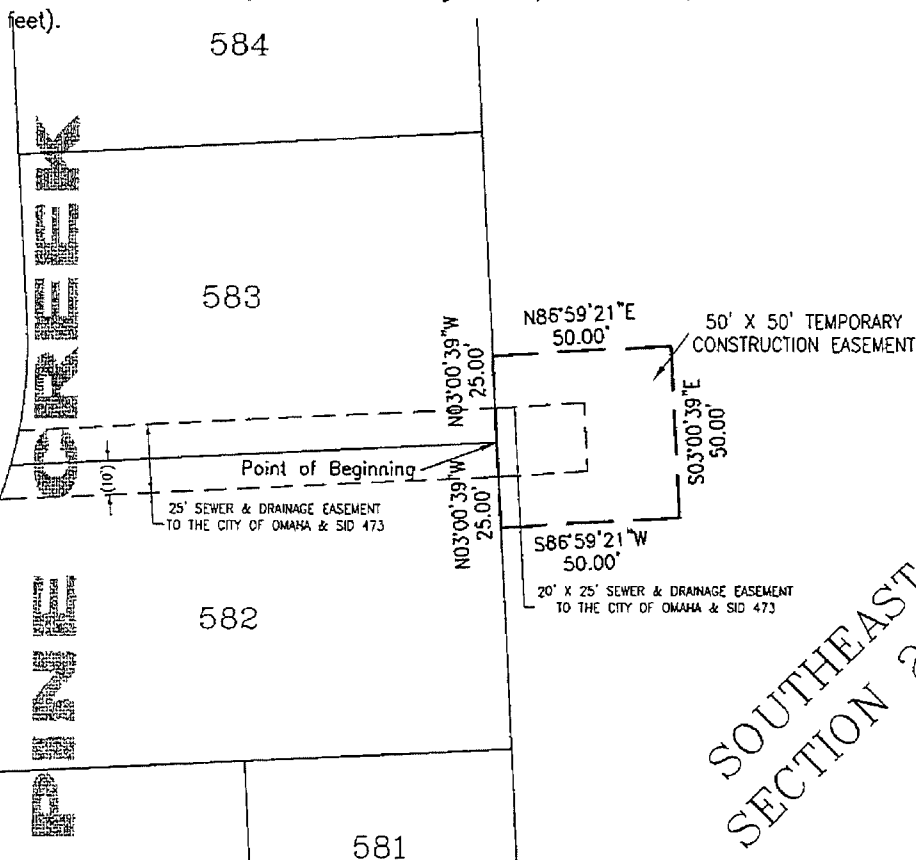
Thence North 86°59'21" East for 50.00 feet;

Thence South 03°00'39" East for 50.00 feet;

Thence South 86°59'21" West for 50.00 feet to the east line of said Lot 582;

Thence North 03°00'39" West for 25.00 feet along said east line to the Point of Beginning.

Contains 2500 square feet including 500 square feet of permanent easement (net 2000 square



SOUTHEAST QUARTER
SECTION 27, T16N, R11E

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Book 98055 Page _____ Date Sept. 24, 2003 Dwn.By JHVD Job Number 98055.33 / 040

Lamp, Rynearson & Associates, Inc.
 4710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

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