



BK 1395 PG 006-008



MISC 2001 12620

RICHARD W. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **ROGERS BROS., INC.**, a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **CITY OF OMAHA, NEBRASKA**, a municipal corporation, hereinafter referred to as CITY, and to its successors and assigns, and **SANITARY AND IMPROVEMENT DISTRICT NO. 386 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 the construction of a storm 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 for the Phase VI storm sewer project in Somerset is completed or November 30, 2002, 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.
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.

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

2559


FEE 15.30 FB 01-60000
 BKP 27-16-12 C/O _____ COMP _____
 DEL _____ SCAN df FV _____

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.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 13 day of November, 2000.

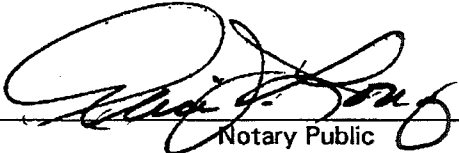
ROGERS BROS., INC., a Nebraska corporation,

By 
Michael F. Rogers, President

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

On this 13 day of November, 2000, before me, the undersigned, a Notary Public in and for said County, personally came Michael F. Rogers, President of ROGERS BROS., INC., a Nebraska corporation, to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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


Notary Public

My commission expires: 3/7/01

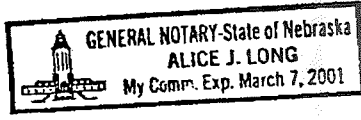


EXHIBIT A

LEGAL DESCRIPTION

A temporary easement for the flowage over that part of Northeast Quarter of Section 27, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of Lot 404, SOMERSET, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 02°24'07" West (bearings referenced to the Final Plat of SOMERSET) for 207.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87°35'53" West for 80.00 feet;

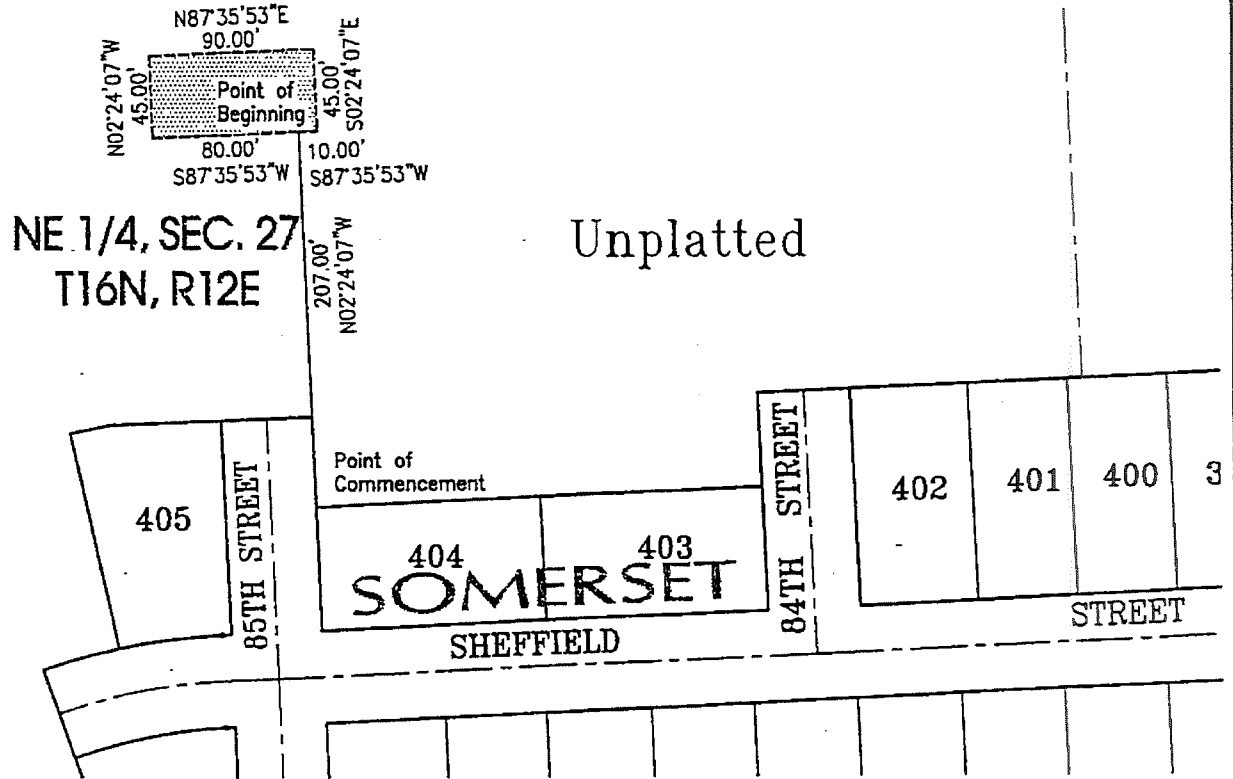
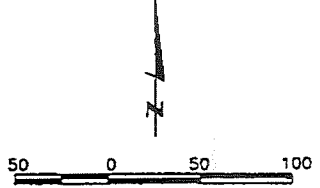
Thence North 02°24'07" West for 45.00 feet;

Thence North 87°35'53" East for 90.00 feet;

Thence South 02°24'07" East for 45.00 feet;

Thence South 87°35'53" West for 10.00 feet to the Point of Beginning.

Contains 0.09 acre.



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Book _____ Page _____ Date Nov. 4, 2000 Dwn.By aet Job Number 93018.44-040



lamp, rynearson & associates, inc.

engineers surveyors planners

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omaha, nebraska 68154-2029

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fax 402-496-2730

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