



BK 1355 PG 692-696



MISC 2000 14368

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

*Affects
Lots 112-132
Springbrook*

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

<i>MISC</i> <u>5</u> <i>B1</i>	FEE <u>25</u> <i>650</i> FB _____
	BNP _____ C/O _____ COMP _____
	DEL _____ SCAN <u>DL</u> FV _____

**TEMPORARY CONSTRUCTION EASEMENT
(INDIVIDUAL and/or PARTNERSHIP)**

KNOW ALL MEN BY THESE PRESENTS:

THAT ARTHUR R. CAMENZIND AND LUANNA R. CAMENZIND, HUSBAND AND WIFE, hereinafter referred to as GRANTOR(S), (whether one or more) for and in consideration of the sum of THREE THOUSAND THREE HUNDRED AND THIRTY and no/100 DOLLARS (\$3,330.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation and SANITARY AND IMPROVEMENT DISTRICT NO. 452 OF DOUGLAS COUNTY, NEBRASKA, 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 sanitary sewer and appurtenances thereto, the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

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 One (1) year(s) or 365 calendar days from the date construction begins.
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:
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 restored 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(S) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said GRANTEE and its assigns, including public utility companies and their assigns, that he or they, the GRANTOR(S) 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 temporary easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.

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

✓ 1893
✓ 1894

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 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(S) and the GRANTEE or its agents; and that the GRANTOR(S) 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(S) has or have hereunto set his or their hand(s) this 17th day of October, 2000.

INDIVIDUAL and/or PARTNERSHIP

Arthur R Camenzind (Social Security No.) 507-48-2058

Luanna B Camenzind (Social Security No.) 506-32-5867

_____(Social Security No.)_____

_____(Social Security No.)_____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17th day of OCTOBER, 2000, before me, a Notary Public in and for said County, personally came the above named:

Arthur R. Camenzind and Luanna R. Camenzind

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 day and year last above written.

John M. Borgmeyer

NOTARY PUBLIC



My Commission expires _____

EXHIBIT "A"

PERMANENT SEWER EASEMENT

A 20 FT. STRIP OF LAND FOR SANITARY SEWER EASEMENT PURPOSES LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 26, T16N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 10 FT. ON EACH SIDE OF A CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NW1/4 SE1/4; L THENCE S 89°58'02" E (ASSUMED BEARING), 850.02 FT. ON THE SOUTH LINE OF SAID NW1/4 SE1/4 AND THE NORTH LINE OF WOODBRIDGE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA TO THE POINT OF BEGINNING; THENCE N 15°08'52" E, 54.97 FT.; THENCE S 89°40'06" W, 125.70 FT.; THENCE N 18°56'58" E, 276.56 FT.; THENCE N 52°37'11" E, 319.67 FT.; THENCE N 35°51'47" E, 156.47 FT.; THENCE N 04°59'43" E, 299.02 FT.; THENCE N 05°10'37" W, 160.99 FT.; THENCE N 04°11'51" E, 120.00 FT.; THENCE N 00°04'19" W, 107.56 FT. TO A POINT ON THE NORTH LINE OF SAID NW1/4 SE1/4 AND THE POINT OF TERMINUS, CONTAINING 0.74 ACRES MORE OR LESS, THE SIDELINES OF SAID EASEMENT TO EXTEND OR SHORTEN TO INTERSECT AT ANGLE POINTS.

TEMPORARY CONSTRUCTION EASEMENT

A 40 FT. STRIP OF LAND FOR CONSTRUCTION PURPOSES LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 26, T16N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 20 FT. ON EACH SIDE OF A CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NW1/4 SE1/4; L THENCE S 89°58'02" E (ASSUMED BEARING), 881.10 FT. ON THE SOUTH LINE OF SAID NW1/4 SE1/4 AND THE NORTH LINE OF WOODBRIDGE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA TO THE POINT OF BEGINNING; THENCE N 15°08'52" E, 84.22 FT.; THENCE N 89°55'33" W, 122.71 FT.; THENCE N 18°56'58" E, 226.42 FT.; THENCE N 52°37'11" E, 315.01 FT.; THENCE N 35°51'47" E, 169.17 FT.; THENCE N 04°59'43" E, 309.98 FT.; THENCE N 05°10'37" W, 161.20 FT.; THENCE N 04°11'51" E, 118.66 FT.; THENCE N 00°04'19" W, 108.62 FT. TO THE NORTH LINE OF SAID NW1/4 SE1/4 AND THE POINT OF TERMINUS, CONTAINING 1.48 ACRES MORE OR LESS, THE SIDELINES OF SAID EASEMENT TO EXTEND OR SHORTEN TO INTERSECT AT ANGLE POINTS.