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By

RICHARD N. TAKECH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: \_\_\_\_\_

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT LOGEMAN LIMITED PARTNERSHIP ONE, a Nebraska limited partnership, hereinafter referred to as GRANTOR, for and in consideration of the sum of Twelve Thousand Nine Hundred Seventy-Five and no/100 Dollars (\$12,975.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 424 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, 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 outfall 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:

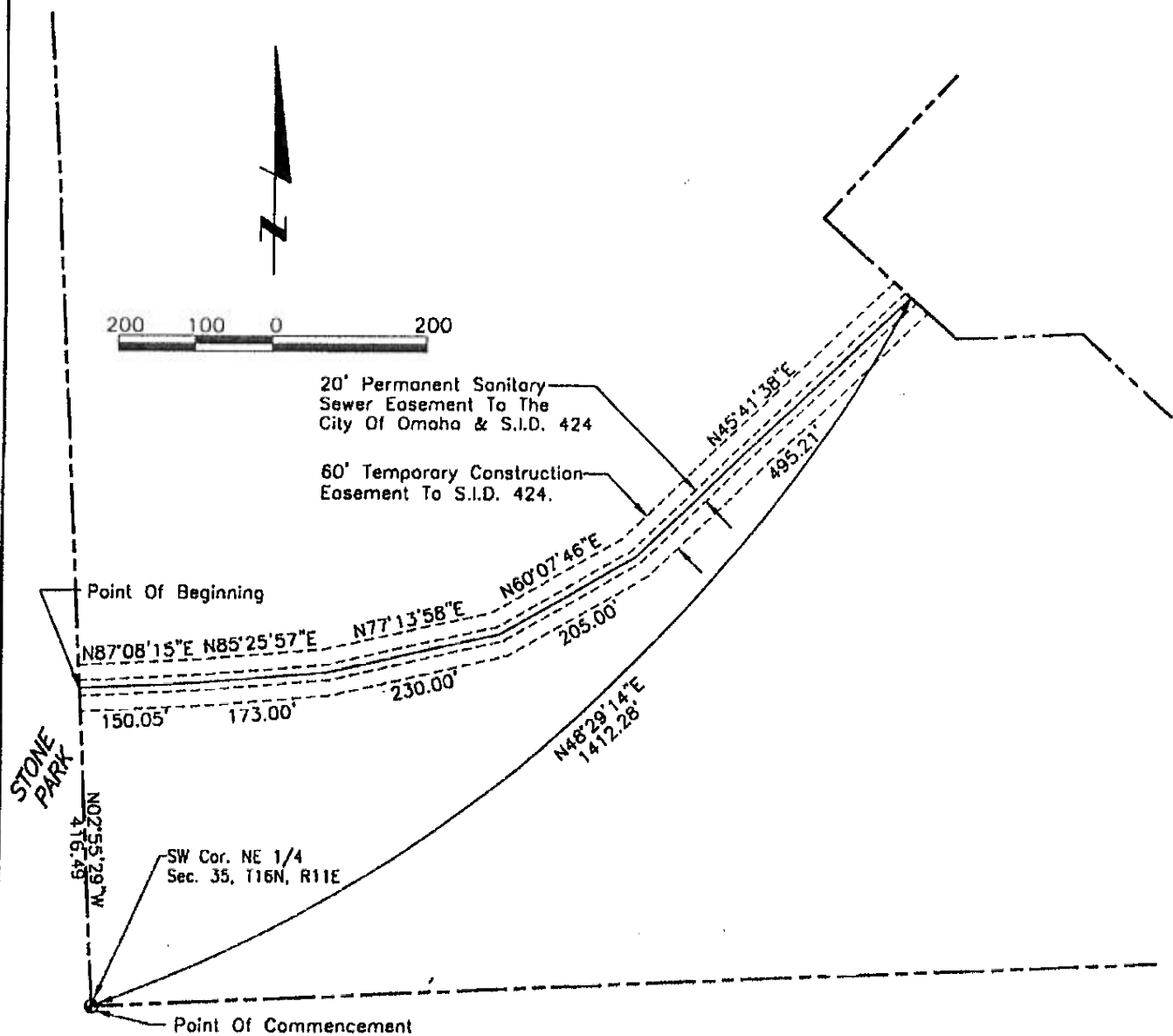
1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed 180 calendar days from the date construction begins or June 30, 2000, whichever date should first occur.
2. That said easement is granted upon the condition that the CITY 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 CITY 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 CITY in any of said construction work.
4. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY 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 CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.
5. The CITY 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 CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY 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. All manholes shall, to the extent possible, be buried so as not to interfere with the GRANTOR'S farming operation. All such manholes, however, shall be identified by way of appropriate field stakes.

GAINES, MULLEN, PANSING &  
HOGAN  
10050 REGENCY CIRCLE, SUITE 200  
OMAHA, NEBRASKA 68114

4236 B  
FEE 20.50 FB (D) 1000000  
BRP 35.110.11 C/O COMP EB  
DEL \_\_\_\_\_ SCAN OK FV \_\_\_\_\_



# EXHIBIT A



97010001.DWG

Book \_\_\_\_\_ Page \_\_\_\_\_ Date Oct. 15, 1998 Dwn.By EJK Job Number 97046.11-033



## lamp, rynearson & associates, inc.

engineers                      surveyors                      planners

14710 west dodge road, suite 100  
omaha, nebraska 68164-2028

ph 402-498-2488  
fax 402-498-2730

**LEGAL DESCRIPTION**

A permanent twenty foot (20') strip easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Northeast Quarter of Section 35;

Thence North 02°55'29" West (bearings referenced to the Final Plat of STONE PARK) for 416.49 feet along the west line of the said Northeast Quarter of Section 35 to the centerline of said twenty foot strip easement and the TRUE POINT OF BEGINNING;

Thence North 87°08'15" East for 150.05 feet along said centerline;

Thence North 85°25'57" East for 173.00 feet along said centerline;

Thence North 77°13'58" East for 230.00 feet along said centerline;

Thence North 60°07'46" East for 205.00 feet along said centerline;

Thence North 45°41'38" East for 495.21 feet along said centerline to the POINT OF TERMINUS.

Said Point of Terminus lies North 48°29'14" East for 1412.28 feet from the southwest corner of the said Northeast Quarter of Section 35. Contains 0.58 ac.

SW NE

**LEGAL DESCRIPTION**

A temporary sixty foot (60') strip easement for the construction of sanitary sewers over that part of the Northeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the Northeast Quarter of Section 35;

Thence North 02°55'29" West (bearings referenced to the Final Plat of STONE PARK) for 416.49 feet along the west line of the said Northeast Quarter of Section 35 to the centerline of said sixty foot strip easement and the TRUE POINT OF BEGINNING;

Thence North 87°08'15" East for 150.05 feet along said centerline;

Thence North 85°25'57" East for 173.00 feet along said centerline;

Thence North 77°13'58" East for 230.00 feet along said centerline;

Thence North 60°07'46" East for 205.00 feet along said centerline;

Thence North 45°41'38" East for 495.21 feet along said centerline to the POINT OF TERMINUS.

Said Point of Terminus lies North 48°29'14" East for 1412.28 feet from the southwest corner of the said Northeast Quarter of Section 35. Contains 1.73 ac.

SW NE

October 26, 1998

LAMP, RYNEARSON & ASSOCIATES, INC.

97001 (Sanitary Sewer Easement over NE 1/4, 35-16-11)