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By

RICHARD K. TAKECHI  
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 One Thousand Six Hundred Fifty and no/100 Dollars (\$1,650.00), 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 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 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.

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

WP

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 10th day of March, 1999.

LOGEMAN LIMITED PARTNERSHIP ONE, a Nebraska Limited partnership,

By Harry Logeman  
Title General Partner

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

On this 10th day of March, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Harry Logeman, General Partner of LOGEMAN LIMITED PARTNERSHIP ONE, a Nebraska limited partnership, to me personally known to be the General Partner of said partnership and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be its voluntary act and deed as such officer and the voluntary act and deed of said partnership.

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



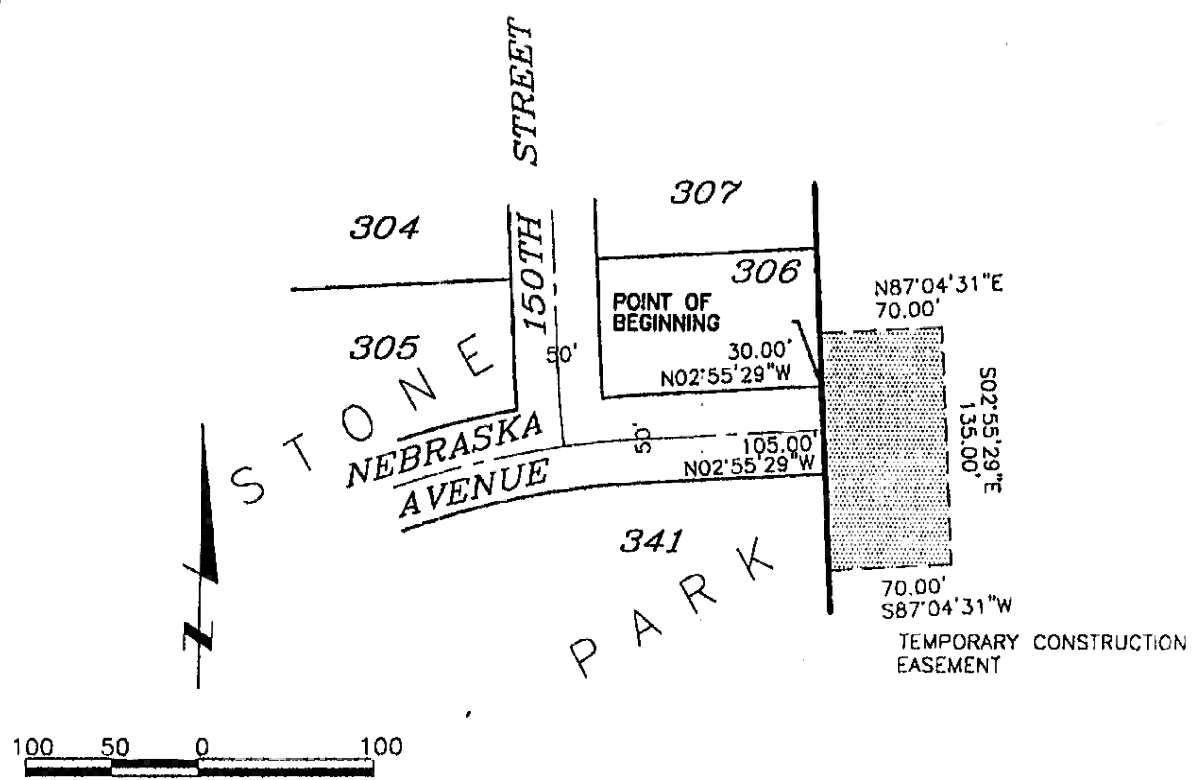
Jeffrey B. Farnham  
Notary Public

My commission expires: \_\_\_\_\_

# EXHIBIT A

## LEGAL DESCRIPTION

A temporary construction easement for drainageways and 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:  
 Beginning at the southeast corner of Lot 306, STONE PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;  
 Thence North 02°55'29" West (bearings referenced to the Final Plat of STONE PARK) along the east line of said Lot 306, STONE PARK for 30.00 feet;  
 Thence North 87°04'31" East for 70.00 feet;  
 Thence South 02°55'29" East for 135.00 feet parallel with and 70.00 feet east of the said east line of Nebraska Avenue;  
 Thence South 87°04'31" West for 70.00 feet to the east line of Lot 341, STONE PARK;  
 Thence North 02°55'29" West for 105.00 feet to the Point of Beginning.  
 Contains 9450 square feet.



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Book \_\_\_\_\_ Page \_\_\_\_\_ Date Oct. 1, 1998 Dwn.By AET Job Number 97046.11-040



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