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JUN 29 12 41 PM '95

GEORGE J. DOOLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



Project No. _____
Tract No. _____
Address: N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT JAO LAND COMPANY, INC., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Five Hundred and no/100 Dollars (\$500.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 375 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, a non-exclusive easement for the right to enter upon and use for working space for the construction of storm sewers and drainage 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 1, 1995, 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 that area disturbed under this easement to be seeded and properly protected against erosion 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 claiming through GRANTOR, except as against easements, covenants and restrictions now of record.
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.

Exhibit "A"
LEGAL DESCRIPTION

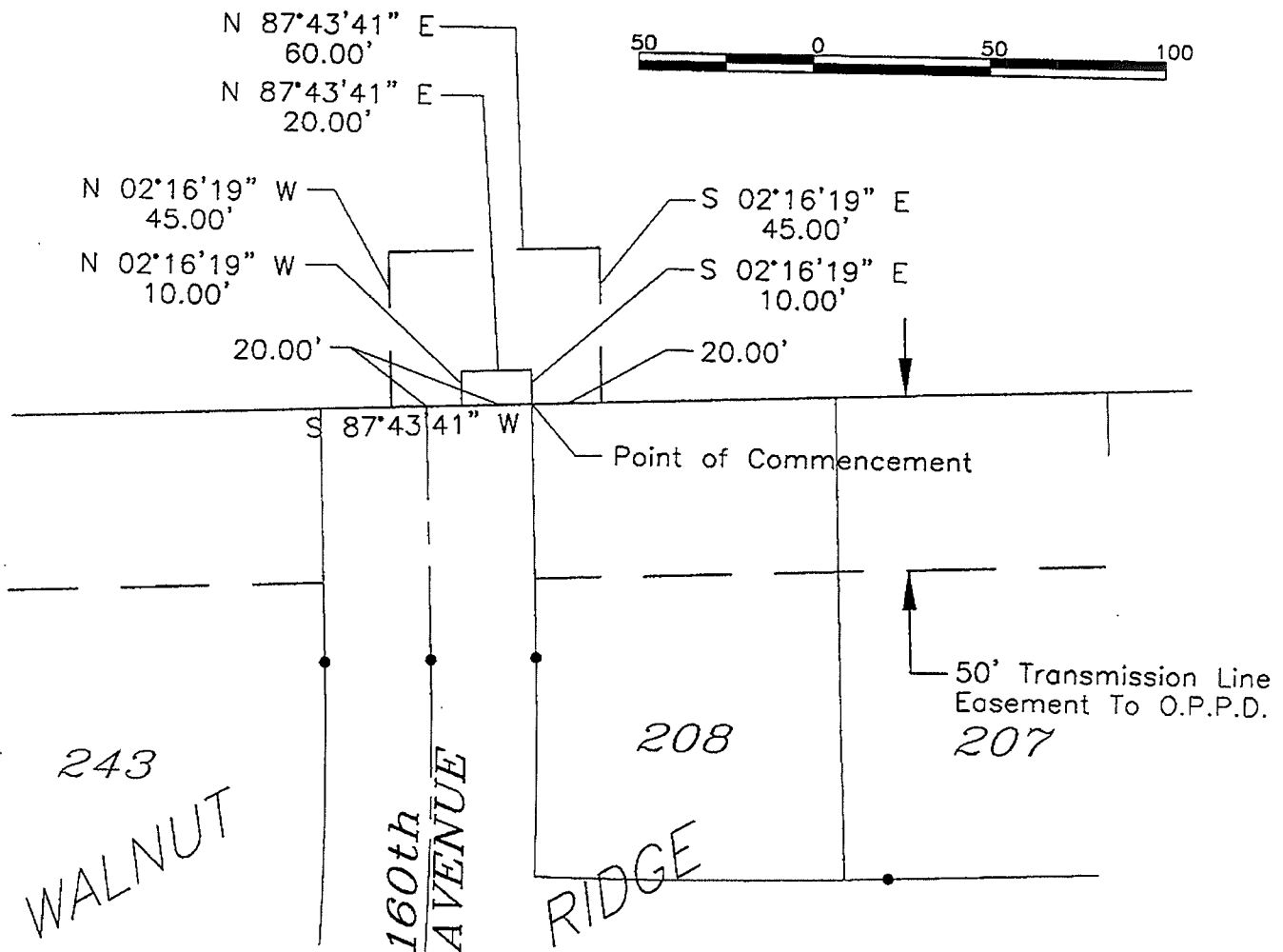
SWNE
SENE

A permanent easement for the construction and maintenance of storm sewers and drainage ways over that part of the Northeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the northwest corner of Lot 208, WALNUT RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 87°43'41" West (bearings referenced to the WALNUT RIDGE Final Plat) for 20.00 feet along the north line of said subdivision; Thence North 02°16'19" West for 10.00 feet; Thence North 87°43'41" East for 20.00 feet parallel with and 10.00 feet north of the north line of WALNUT RIDGE; Thence South 02°16'19" East for 10.00 feet to the Point of Beginning. Contains 200 square feet.

LEGAL DESCRIPTION

A temporary easement for the construction of storm sewers and drainage ways over that part of the Northeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the northwest corner of Lot 208, WALNUT RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; Thence South 87°43'41" West (bearings referenced to the WALNUT RIDGE Final Plat) for 40.00 feet along the north line of WALNUT RIDGE; Thence North 02°16'19" West for 45.00 feet; Thence North 87°43'41" East for 60.00 feet parallel with and 45.00 feet north of the north line of WALNUT RIDGE; Thence South 02°16'19" East for 45.00 feet; Thence South 87°43'41" West for 20.00 feet to the Point of Beginning. Contains 2700 square feet.

SE Cor
NE 1/4, Sec 3,
T15N, R11E,
Douglas Co., NE.



Book _____ Page _____

Date 6/8/95

Job Number 92923-2511



lamp, rynearson & associates, inc.
engineers surveyors planners

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omaha, nebraska 68154-1979

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FAX 402-496-2730