



1295 662 MISC



08524 99 662-665

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Date
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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 JUN -7 AM 11:22

RECEIVED

Project No. _____

Tract No. _____

Address: N/A

TEMPORARY CONSTRUCTION EASEMENT

A 08524 01-60000
 FEE 20.00 FB _____ VP
 BKP 3-15-11 C/O _____ COMP _____
 DEL _____ SCAN de FV _____

KNOW ALL MEN BY THESE PRESENTS:

THAT JAJO LAND COMPANY, a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of Nine Thousand Seven Hundred Fifty and no/100 Dollars (\$9,750.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 427 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 nonexclusive easement for the right to enter upon and use for working space for the construction of sanitary outfall sewers 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 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.
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, except as to erosion resulting from CITY's failure to properly seed and protect soil disturbed by exercise of its rights hereunder.

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

8. CITY shall at all times construct, operate and maintain in a good, safe and workmanlike manner its sanitary sewers and appurtenances thereto and shall indemnify and hold harmless GRANTOR for any loss, damage or injury resulting from CITY's failure to timely do so.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 3rd day of June, 1999.

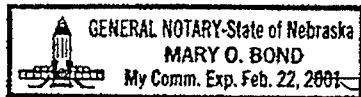
JAJO LAND COMPANY, a Nebraska corporation,

By *John E. North*
Title President

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

On this 3rd day of June, 1999, before me, the undersigned, a Notary Public in and for said County, personally came John E. North, President of JAJO LAND COMPANY, 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 voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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



Mary O. Bond
Notary Public

My commission expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

A temporary easement over that part of the Northwest Quarter of the Northeast Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the said Northwest Quarter of the Northeast Quarter of Section 3;

Thence North 87°15'25" East (bearings referenced to the Nebraska State Plane System) for 798.21 feet along the north line of the said Northwest Quarter of the Northeast Quarter of Section 3 to the TRUE POINT OF BEGINNING;

Thence North 87°15'25" East for 60.00 feet along the north line of the said Northwest Quarter of the Northeast Quarter of Section 3;

Thence South 02°44'35" East for 50.64 feet;

Thence South 14°05'37" East for 218.53 feet;

Thence South 28°14'31" East for 207.71 feet;

Thence South 46°39'13" East for 304.74 feet;

Thence South 77°20'40" East for 115.07 feet to the east line of the Northwest Quarter of the Northeast Quarter of Section 3;

Thence South 02°15'53" East for 78.42 feet along said east line;

Thence North 12°11'57" West for 17.39 feet;

Thence North 77°20'40" West for 144.42 feet;

Thence North 46°39'13" West for 330.93 feet;

Thence North 28°14'31" West for 224.88 feet;

Thence North 14°05'37" West for 231.94 feet;

Thence North 02°44'35" West for 56.60 feet to the Point of Beginning.

Contains 1.30 acres.

January 8, 1999

LAMP, RYNEARSON & ASSOCIATES, INC.

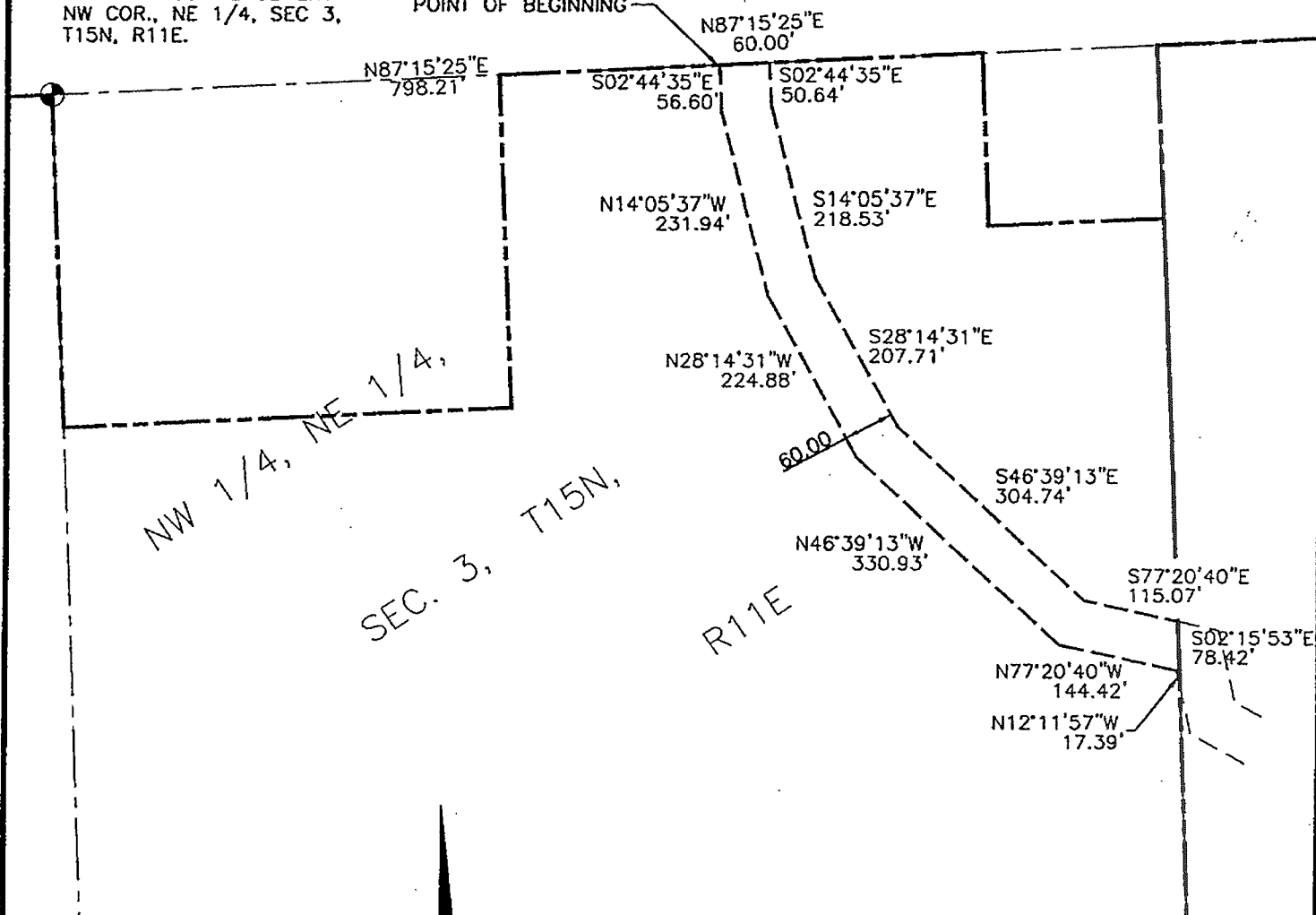
97045.11 033

(Stone Creek Outfall in E2, NW4, 3-15-11 E013)

10 2 5

POINT OF COMMENCEMENT
NW COR., NE 1/4, SEC 3,
T15N, R11E.

POINT OF BEGINNING



NW 1/4, NE 1/4,
SEC. 3, T15N,
R11E



97003\9703E113

Book _____ Page _____ Date Dec. 10, 1998 Dwn.By WJD Job Number 97045.11-033



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-496-2498
fax 402-496-2730

