



MISC 2003106801

RICHARD H. VANECH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.



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### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT MARION ALYCE BREWER, AS TRUSTEE OF THE MARION MAGEE BREWER REVOCABLE TRUST, hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), 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. 473 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, as hereinafter collectively 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 storm sewer, drainage structures 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 31, 2003, whichever date should first occur.
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: NONE.
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 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 GRANTEE in any of said construction work.
4. That said GRANTOR for itself and its successors and assigns, does confirm with the said GRANTEE 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 GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.
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 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,


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

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BRP 27-167 CO COMP  
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between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR 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 has hereunto set its hand this 27<sup>th</sup> day of May, 2003.

  
**MARION ALYCE BREWER, AS TRUSTEE OF THE  
MARION MAGEE BREWER REVOCABLE TRUST**

STATE OF COLORADO )  
 ) ss.:  
COUNTY OF DELVER )

On this 27 day of May, 2003, before me, the undersigned, a Notary Public in and for said County, personally came MARION ALYCE BREWER, AS TRUSTEE OF THE MARION MAGEE BREWER REVOCABLE TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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

  
Notary Public

My commission expires: \_\_\_\_\_  
My Commission Expires  
November 20, 2003

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LEGAL DESCRIPTION

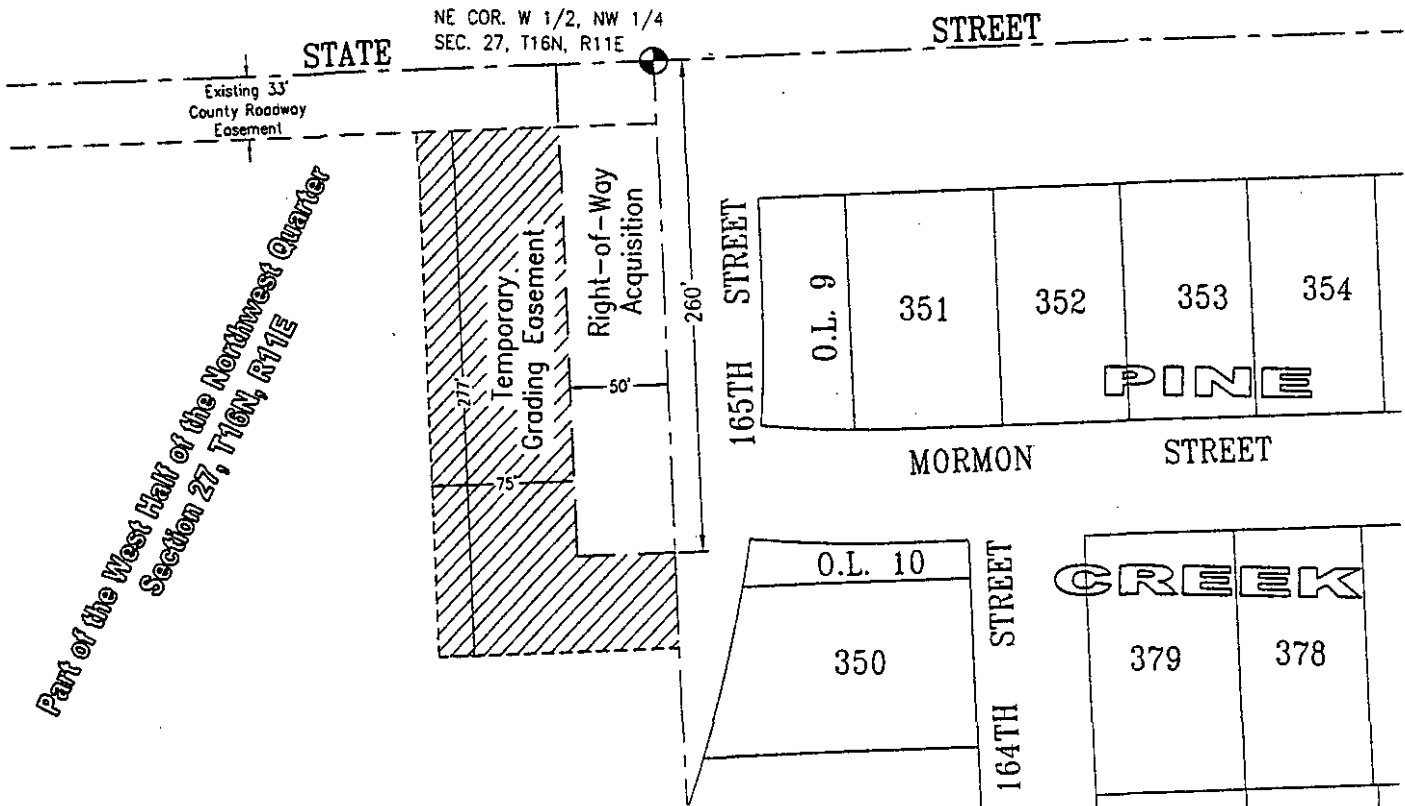
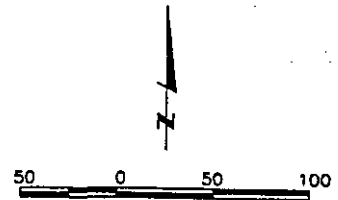
TEMPORARY GRADING EASEMENT

The South fifty foot of the North three hundred ten foot (310') of the East fifty foot (50') of the West Half of the Northwest Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

TOGETHER WITH

The South two hundred seventy seven foot (277') of the North three hundred ten foot (310') of the West seventy five foot (75') of the East one hundred twenty five foot (125') of the West Half of the Northwest Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

Contains 23,275 square feet.



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Book \_\_\_\_\_ Page \_\_\_\_\_ Date Mar. 10, 2003 Dwn.By JHVD Job Number 98055.00-040



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