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Project No. S.P. 89-31
Tract No. 2
Address: 12715 Weir Street T

BOOK 966 PAGE 727

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT William J. and Maureen C. Proksel, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Hundred Fourteen and No/100 Dollars (\$114.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter 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 street improvement and appurtenances thereto, the parcel of land described as follows, to-wit:

The south 10.00 feet of the east 95.00 feet of the following described legal description: Lot 21, except that portion described as follows: The Oaks, a platted and recorded Subdivision in Douglas County, Nebraska. Beginning at the southwesterly lot corner of Lot 21, thence easterly along the south property line of Lot 21 a distance of 42.31 feet; thence northeasterly to a point on the north line of Lot 21, a distance of 167.16 feet; thence northwesterly on a 195.00 foot radius curve to the right a distance of 23.37 feet to the northwest corner of Lot 21, thence southwesterly along the northwest line of Lot 21 a distance of 188.73 feet to the point of beginning.

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 365 calendar days from the date construction begins.
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 sodded 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 of Omaha in any of said construction work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, including public utility companies and their assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, 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 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.

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GEORGE J. MUSIEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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 or have hereunto set his or their hand(s) this 1st day of March A.D., 1991.

INDIVIDUAL AND PARTNERSHIP

William J. Proksel

Date _____

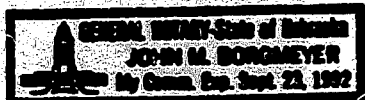
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 1st day of March, 1991, before me, a Notary Public, in and for said County, personally came the above named: William J. Proksel

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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



John M. Borgmeyer
NOTARY PUBLIC

My Commission expires _____

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