

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

RECEIVED
JUL 28 10 46 AM '95
GEORGE J. MULLEN, JR.
REGISTERED PROFESSIONAL
DOUGLAS COUNTY, NE



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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WAYNE THOMAS FOBER and KATHY K. FOBER, husband and wife, and CAPSTEAD MORTGAGE CORPORATION, a Maryland corporation, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Three Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$3,187.50), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 384 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, an easement for the right to enter upon and use for working space for the construction of a sanitary interceptor and outfall 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 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 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 themselves and their heirs, devisees, personal representatives, successors and assigns, does confirm with the said CITY and its assigns, including public utility companies and their assigns, and that they, the GRANTOR is well seized in fee of the above-described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they and their heirs, devisees, personal representatives, 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.

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VP
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IN WITNESS WHEREOF said GRANTOR has hereunto set their hands this 18 day of July, 1995.

Wayne Thomas Fober
WAYNE THOMAS FOBER

Kathy K. Fober
KATHY K. FOBER

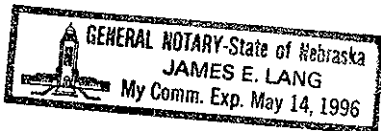
CAPSTEAD MORTGAGE CORPORATION, a
Maryland corporation,

By Mark Nieberlein
Title Mark Nieberlein, Vice President

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

On this 18th day of July, 1995, before me, the undersigned, a Notary Public in and for said County, personally came WAYNE THOMAS FOBER and KATHY K. FOBER, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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



James E. Lang
Notary Public

My commission expires: _____

STATE OF)
) ss.:
COUNTY OF)

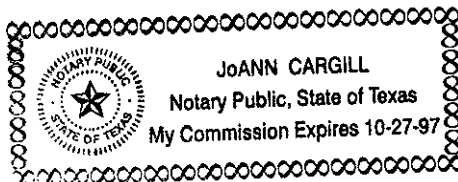
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

On this 21 day of July, 1995, before me, the undersigned, a Notary Public in and for said County, personally came Mark Nieberlein, Vice President of CAPSTEAD MORTGAGE CORPORATION, a Maryland corporation, to me personally known to be the _____ of the corporation, and identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as _____, and the voluntary act and deed of the corporation.

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

JoAnn Cargill
Notary Public

My commission expires: 10-27-97



NOTICE: ERROR HAS BEEN FOUND INASMUCH AS:
State & County missing in notary
in Texas

