

Agenda Item # 18a
Date 5/5/21

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is given this _____ day of May, 2021, by the Fremont Rod & Gun Club between Dodge County and FREMONT ROD & GUN CLUB, a Nebraska Corporation ("Grantor"), to DODGE COUNTY ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of Grantor and all subsequent owners of the "Property" (as hereinafter defined). "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of land situated in Dodge County, Nebraska, and more specifically described in Exhibit "A" ("Property"), attached hereto, and incorporated herein, which is located at S County Road 19, Fremont, Nebraska (*physical address*); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary non-exclusive access easement over, on, under, upon and across the Property for the specific and limited purposes set for herein; and

WHEREAS, Grantor has received in consideration the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged;

NOW, THEREFORE, Grantor hereby voluntarily grants, conveys, and establishes a temporary construction easement to Grantee. Such easement includes the rights of ingress and egress for the purpose of inspecting, construction, reconstructing, replacing, and repairing a flood control levee ("Levee") with all necessary appurtenances, thereto, over, upon, or under said land, located on the Property, as shown in as Exhibit "A."

IT IS FURTHER AGREED that the rights and privileges herein granted shall be subject to the following terms and conditions:

1. Grantee will construct the Levee as an earthen embankment or dirt berm or other suitable materials deemed most appropriate by Grantee.
2. Grantee shall have use of the area containing the Levee, its drainage structures, until construction is complete or until December 31, 2021, whichever occurs earliest. Said access shall be granted at any time, in any manner, except that Grantor reserves the right and privilege to use the property for any purpose not inconsistent with use of Grantee's rights and privileges.
3. Grantee shall not take any mineral rights including but not limited to gravel or limestone, which are exclusively reserved to the Grantor.
4. Grantee shall not pass nor shall the same be construed to pass to the

Grantor shall not be responsible or liable for injuries to persons or damage to property when (a) such injuries or damage are caused by or result from Grantee's use of the Easement and (b) such injuries or damage are not due to the temporary work under the terms of the Easement and Grantee shall hold Grantor harmless from negligence acts caused by Grantee's use under this Temporary Easement.

5. Grantor shall not be responsible or liable for injuries to persons or damage to property when (a) such injuries or damage are caused by or result from Grantee's use of the Easement and (b) such injuries or damage are not due to the temporary work under the terms of the Easement and Grantee shall hold Grantor harmless from negligence acts caused by Grantee's use under this Temporary Easement.

6. If damage occurs to Grantor's real or personal property or to growing grasses, trees, shrubbery (which are not planned for removal as part of the Levee) during the initial construction of the Levee, Grantee shall restore to the reasonable satisfaction of Grantor, any damage which occurs. In the event that such restoration is not completed to the reasonable satisfaction of Grantor, Grantor may submit to Grantee claim(s) for damages in writing within one hundred eighty (180) days of such occurrence, otherwise, it is agreed that said claim(s) for damage shall have been waived.

7. Grantor is the lawful possessor of this real estate, and has good and marketable title to such real estate, and Grantor therefore has good and lawful right to convey the temporary easement reference herein. Grantor shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

8. Grantor reserves the right to cross the easement herein described for ingress and egress to and from the remainder of Grantor's property.

9. Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.

10. The undersigned person executing this Easement on behalf of Grantor represents and certifies that he is the authorized representative to sign on behalf of Grantor and has been fully empowered by proper resolution or directive to execute and deliver this Easement on behalf of Grantor and that all necessary actions for the making of this conveyance have been completed.

IN WITNESS WHEREOF, Grantor executes this Easement on the date first above written.

Fremont Rod & Gun Club

Printed Name:

Acknowledgement

State of Nebraska, County of Dodge

This instrument was acknowledged before me on _____ day of _____ 2021, by

_____ on behalf of the Fremont Rod & Gun Club.

Affix seal here.

Notary Public



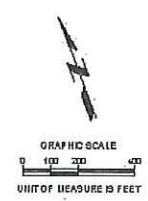
BREACH LAKE FLOOD DAMAGE REPAIRS
DODGE COUNTY, NE
CDBG PROJECT NO. 19-EM-005

CONTROL SHEET
LIMITS OF CONSTRUCTION



PROJECT NO. 2023022
DATE: 4/15/2024
DRAFTER: JEA
CHECKER: S-0000000000
PROJECT: 19-EM-005
SHEET NO. 01
SHEET TOTAL: 01
SCALE: AS SHOWN
UNIT OF MEASURE: FEET
C0.5

LIMITS OF CONSTRUCTION			LIMITS OF CONSTRUCTION			LIMITS OF CONSTRUCTION			LIMITS OF CONSTRUCTION			LIMITS OF CONSTRUCTION		
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
LOC-1	3689.22	91211.01	LOC-21	3970.61	99710.23	LOC-41	37109.38	102145.94	LOC-61	36393.69	97422.00	LOC-81	36023.00	99297.47
LOC-2	3685.10	91331.44	LOC-22	37044.41	100237.69	LOC-42	37109.47	101931.84	LOC-62	36353.82	97522.57	LOC-82	36091.05	99147.30
LOC-3	3685.15	91127.24	LOC-23	37044.40	100119.12	LOC-43	37109.24	101111.28	LOC-63	36331.62	98189.26	LOC-83	36163.69	99044.61
LOC-4	36925.25	97514.88	LOC-24	37075.25	100510.65	LOC-44	37109.47	101142.65	LOC-64	36299.61	98675.00	LOC-84	36111.07	99019.20
LOC-5	37001.81	97601.24	LOC-25	37091.20	100789.30	LOC-45	37077.80	100970.27	LOC-65	36216.06	98065.21	LOC-85	36099.11	99019.48
LOC-6	37055.94	97614.61	LOC-26	37101.28	100791.05	LOC-46	37077.43	100700.31	LOC-66	36186.04	98000.33	LOC-86	36086.11	99017.97
LOC-7	37000.06	97627.12	LOC-27	37100.20	101112.34	LOC-47	37061.21	100911.83	LOC-67	36186.23	99103.17	LOC-87	36089.00	99017.30
LOC-8	37071.47	97739.20	LOC-28	37110.24	101411.27	LOC-48	37050.19	100900.57	LOC-68	36117.03	99163.26	LOC-88	36169.43	97167.25
LOC-9	37054.25	97804.21	LOC-29	37114.62	101530.32	LOC-49	37050.62	100233.43	LOC-69	36073.24	99005.65	LOC-89	36167.78	97675.58
LOC-10	37082.68	97861.00	LOC-30	37122.26	100161.80	LOC-50	36966.72	99741.56	LOC-70	36009.87	99491.20	LOC-90	36165.99	97422.50
LOC-11	37093.15	97933.65	LOC-31	37137.18	100221.00	LOC-51	36914.69	99599.09	LOC-71	35947.33	99759.62	LOC-91	36214.73	97303.64
LOC-12	37259.13	97963.02	LOC-32	37182.57	100515.72	LOC-52	36888.19	99174.23	LOC-72	35872.32	99973.60	LOC-92	36304.00	97261.29
LOC-13	37192.27	98004.21	LOC-33	37239.42	100443.61	LOC-53	36849.61	98918.14	LOC-73	35769.97	100273.91	LOC-93	36197.01	97162.79
LOC-14	37101.23	98121.24	LOC-34	37294.69	100107.58	LOC-54	36806.49	98805.59	LOC-74	35739.66	100231.09	LOC-94	36122.96	97241.83
LOC-15	36939.11	98062.16	LOC-35	37307.81	100297.58	LOC-55	36820.89	98776.41	LOC-75	35687.84	100100.65	LOC-95	36019.61	97213.67
LOC-16	36994.04	98051.25	LOC-36	37293.91	100229.67	LOC-56	36805.65	98616.20	LOC-76	35769.25	100029.11	LOC-96	36019.76	97199.20
LOC-17	36880.50	98022.45	LOC-37	37210.62	100100.94	LOC-57	36818.39	97238.29	LOC-77	35712.11	99937.26			
LOC-18	36859.98	98007.12	LOC-38	37225.63	100216.58	LOC-58	36842.69	97264.32	LOC-78	35864.92	99912.29			
LOC-19	36802.06	98172.87	LOC-39	37169.16	100517.59	LOC-59	36841.25	97220.22	LOC-79	35823.27	99721.82			
LOC-20	36828.49	98327.42	LOC-40	37123.22	100225.67	LOC-60	36810.38	97309.59	LOC-80	35891.61	99485.62			



A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 17 NORTH, RANGE 7 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE S00°09'45"E (ASSUMED BEARING) ON THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 98.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°09'45"E ON SAID EAST LINE, A DISTANCE OF 14.10 FEET; THENCE S83°03'48"W, A DISTANCE OF 206.45 FEET; THENCE S80°16'57"W, A DISTANCE OF 267.77 FEET; THENCE S80°13'52"W, A DISTANCE OF 332.82 FEET; THENCE S81°04'45"W, A DISTANCE OF 295.90 FEET; THENCE S85°15'52"W, A DISTANCE OF 180.35 FEET; THENCE S87°55'04"W, A DISTANCE OF 215.03 FEET; THENCE S89°24'32"W, A DISTANCE OF 419.69 FEET; THENCE S89°40'18"W, A DISTANCE OF 268.72 FEET; THENCE S87°42'01"W, A DISTANCE OF 172.03 FEET; THENCE S86°31'10"W, A DISTANCE OF 170.75 FEET; THENCE S85°06'40"W, A DISTANCE OF 189.19 FEET; THENCE S85°09'13"W, A DISTANCE OF 131.74 FEET; THENCE S82°59'19"W, A DISTANCE OF 242.95 FEET; THENCE S82°41'30"W, A DISTANCE OF 501.54 FEET; THENCE S82°59'45"W, A DISTANCE OF 345.46 FEET; THENCE S83°17'13"W, A DISTANCE OF 225.90 FEET; THENCE S81°25'44"W, A DISTANCE OF 259.49 FEET; THENCE S83°19'11"W, A DISTANCE OF 111.92 FEET; THENCE S63°41'47"W, A DISTANCE OF 35.22 FEET; THENCE S83°14'00"W, A DISTANCE OF 130.12 FEET; THENCE N89°28'40"W, A DISTANCE OF 1407.46 FEET; THENCE S05°17'20"E, A DISTANCE OF 276.97 FEET; THENCE S12°27'30"E, A DISTANCE OF 134.41 FEET; THENCE S47°12'30"E, A DISTANCE OF 104.48 FEET; THENCE N46°55'21"E, A DISTANCE OF 78.05 FEET; THENCE S67°21'27"E, A DISTANCE OF 103.56 FEET; THENCE S88°21'47"E, A DISTANCE OF 675.56 FEET; THENCE S85°49'08"E, A DISTANCE OF 478.41 FEET; THENCE S81°58'45"E, A DISTANCE OF 383.96 FEET; THENCE S05°06'32"W, A DISTANCE OF 50.23 FEET; THENCE S80°47'35"E, A DISTANCE OF 58.19 FEET; THENCE S38°34'26"E, A DISTANCE OF 89.15 FEET; THENCE S63°50'26"E, A DISTANCE OF 158.08 FEET; THENCE S78°17'13"E, A DISTANCE OF 189.50 FEET; THENCE S75°28'12"E, A DISTANCE OF 245.26 FEET; THENCE S72°58'29"E, A DISTANCE OF 256.21 FEET; THENCE S68°20'47"E, A DISTANCE OF 280.08 FEET; THENCE S00°19'44"E, A DISTANCE OF 29.31 FEET; THENCE S54°47'42"W, A DISTANCE OF 89.87 FEET; THENCE N58°12'54"W, A DISTANCE OF 154.74 FEET; THENCE N84°05'48"W, A DISTANCE OF 33.28 FEET; THENCE S89°20'58"W, A DISTANCE OF 58.65 FEET; THENCE N15°06'59"W, A DISTANCE OF 96.14 FEET; THENCE N83°07'17"E, A DISTANCE OF 0.05 FEET; THENCE N72°58'29"W, A DISTANCE OF 199.26 FEET; THENCE N75°28'12"W, A DISTANCE OF 244.11 FEET; THENCE N78°17'13"W, A DISTANCE OF 192.05 FEET; THENCE N63°50'26"W, A DISTANCE OF 166.85 FEET; THENCE N38°34'26"W, A DISTANCE OF 85.10 FEET; THENCE N80°47'35"W, A DISTANCE OF 46.74 FEET; THENCE S05°04'19"W, A DISTANCE OF 102.06 FEET; THENCE N80°38'40"W, A DISTANCE OF 102.87 FEET; THENCE N85°58'42"W, A DISTANCE OF 1173.30 FEET; THENCE S89°35'44"W, A DISTANCE OF 91.59 FEET; THENCE S89°49'04"W, A DISTANCE OF 253.05 FEET; THENCE N61°22'00"W, A DISTANCE OF 101.74 FEET; THENCE N42°22'15"W, A DISTANCE OF 160.76 FEET; THENCE N27°01'44"W, A DISTANCE OF 137.54 FEET; THENCE N49°52'25"E, A DISTANCE OF 102.33 FEET; THENCE N05°17'20"W, A DISTANCE OF 296.92 FEET; THENCE N89°28'40"W, A DISTANCE OF 14.97 FEET; THENCE N16°57'28"E, A DISTANCE OF 42.31 FEET; THENCE S88°02'33"E, A DISTANCE OF 120.48 FEET; THENCE N82°04'17"E, A DISTANCE OF 96.73 FEET; THENCE N57°02'58"E, A

DISTANCE OF 104.43 FEET; THENCE N47°22'58"E, A DISTANCE OF 117.50 FEET;
THENCE N28°04'05"E, A DISTANCE OF 91.95 FEET; THENCE N17°11'33"E, A DISTANCE
OF 86.55 FEET; THENCE N10°03'56"E, A DISTANCE OF 72.93 FEET; THENCE N13°22'49"E,
A DISTANCE OF 61.30 FEET; THENCE N48°27'17"E, A DISTANCE OF 56.40 FEET; THENCE
N67°35'57"E, A DISTANCE OF 70.28 FEET; THENCE N71°59'39"E, A DISTANCE OF 59.61
FEET; THENCE N85°46'02"E, A DISTANCE OF 53.18 FEET; THENCE N85°26'59"E, A
DISTANCE OF 19.58 FEET; THENCE S14°49'32"E, A DISTANCE OF 39.68 FEET; THENCE
S20°52'15"E, A DISTANCE OF 54.21 FEET; THENCE S50°50'07"E, A DISTANCE OF 169.20
FEET; THENCE S59°45'58"E, A DISTANCE OF 80.28 FEET; THENCE S60°51'40"E, A
DISTANCE OF 134.03 FEET; THENCE S63°38'27"E, A DISTANCE OF 171.98 FEET; THENCE
S60°30'08"E, A DISTANCE OF 146.39 FEET; THENCE S66°59'45"E, A DISTANCE OF 100.05
FEET; THENCE S75°06'37"E, A DISTANCE OF 70.60 FEET; THENCE S82°45'24"E, A
DISTANCE OF 165.97 FEET; THENCE N83°19'11"E, A DISTANCE OF 29.36 FEET; THENCE
N81°25'44"E, A DISTANCE OF 259.48 FEET; THENCE N83°17'13"E, A DISTANCE OF 226.10
FEET; THENCE N82°59'45"E, A DISTANCE OF 345.38 FEET; THENCE N82°41'30"E, A
DISTANCE OF 501.54 FEET; THENCE N82°59'19"E, A DISTANCE OF 243.26 FEET;
THENCE N85°09'13"E, A DISTANCE OF 132.00 FEET; THENCE N85°06'40"E, A DISTANCE
OF 189.35 FEET; THENCE N86°31'10"E, A DISTANCE OF 171.06 FEET; THENCE
N87°42'01"E, A DISTANCE OF 172.42 FEET; THENCE N89°40'18"E, A DISTANCE OF 268.93
FEET; THENCE N89°24'32"E, A DISTANCE OF 419.47 FEET; THENCE N87°55'04"E, A
DISTANCE OF 214.53 FEET; THENCE N85°15'52"E, A DISTANCE OF 179.51 FEET;
THENCE N81°04'45"E, A DISTANCE OF 295.29 FEET; THENCE N80°13'52"E, A DISTANCE
OF 332.71 FEET; THENCE N80°16'57"E, A DISTANCE OF 268.12 FEET; THENCE
N83°03'48"E, A DISTANCE OF 208.45 FEET TO THE POINT OF BEGINNING, CONTAINING
20.03 ACRES, MORE OR LESS.