

45-144

AGREEMENT

This Agreement made and entered into this 31st day of March, 1972 by and between Frank R. Krejci, hereinafter referred to as "Krejci," and CONSTRUCTION SCIENCES, INC., a corporation, referred to as "Construction."

WHEREAS, Krejci is the owner of the South Half (S  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Fifteen (15), Township Fourteen (14), Range Twelve (12), Sarpy County, Nebraska, except that part deeded to the state of Nebraska as shown by Warranty Deed recorded in Book 129, Page 210 and Book 145, Page 1838 of the records of Sarpy County, Nebraska; and

WHEREAS, Construction is the Owner of the North Half (N  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Fifteen (15), Township Fourteen (14), Range Twelve (12), Sarpy County, Nebraska, except that part deeded to the State of Nebraska;

WHEREAS, Sanitary and Improvement District No. 53 of Sarpy County, Nebraska plans to install a certain street to be known as Brentwood Drive (hereinafter called "said street") near certain property owned by Construction along with sewer lines which will be located on property owned by Construction; and

WHEREAS, any special assessment for the cost of said street and sanitary sewer lines will be assessed against the property owned by Krejci; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

FILED FOR RECORD 4-6-72 AT 10:30 A.M. IN BOOK 45 OF Miss. Recs. 26 25  
144 Carl G. Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB.

Rec# 015676

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1. Installation of Improvements. The parties hereto agree that said street and sanitary sewer lines shall be installed as shown on Exhibit "A" attached hereto and by this reference made a part hereof.

2. Dedication and Easements. Krejci agrees to dedicate the right-of-way as shown on Exhibit "A" for the installation of said street. Each of the parties has dedicated that portion of the right-of-way located on their respective properties as shown on Exhibit "A" Sheet 1. Construction agrees to grant the necessary easements over and across his property to Sanitary and Improvement District No. 53 for the construction of the sanitary sewer lines shown on Exhibit "A" Sheet 2 and over the area described on Exhibit "B".

3. Assessment for Street. If any cost for installation of the said street as shown on Exhibit "A" is assessed against the property owned by Krejci, the parties agree as follows:

a. Construction shall have the right to unlimited ingress and egress to that portion of said street as shown in Exhibit "A" Sheet 1 which is east of the extended western right-of-way line of 87th Street.

b. Construction shall have the right to have one public street connection to said street shown on Exhibit "A" Sheet 1 west of 87th Street right-of-way line if the same is required by the city of La Vista, Nebraska as a part of the street system,

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without any charge to Construction. In the event the city of LaVista or Construction make any connections to the street shown on Exhibit "A" Sheet 1 in addition to the one provided for in Paragraph 3b above, Construction shall pay to Krejci one-half of the amount assessed against Krejci's property (plus interest at the rate of 7% per annum from the date said assessments are levied thereon) for the installation of that portion of said street lying west of the 87th Street right-of-way.

4. Assessment for Sanitary Sewer. The installation of the sanitary sewer over and across Construction's property as shown on Exhibit "A" Sheet 2 shall be accomplished by Sanitary and Improvement District No. 53. Any special assessment levied for said sanitary sewer lines shall be assessed against Krejci's property. Construction may make connections to the sanitary sewer lines shown on Exhibit "A" Sheet 2 only if he makes payment to Krejci of the per foot cost of any of said line lying north of connection(s) made by Construction. The per foot cost shall be determined by the engineers for S.I.D. No. 53. Construction shall be required to pay the above cost to Krejci only for that portion of the sanitary sewer line lying north of the point to which he makes connection.

5. Binding Effect. This Agreement shall be binding upon and benefit the parties hereto, their respective representatives, successors and/or assigns. This Agreement shall be binding on all subsequent title holders of all or any of the real estate described above now owned by Construction.

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IN WITNESS WHEREOF, the parties have executed this  
document the day and year first above written.

Frank R. Krejci  
Frank R. Krejci  
CONSTRUCTION SCIENCES, INC., a corporation

By C. G. Smith  
C. G. SMITH, President

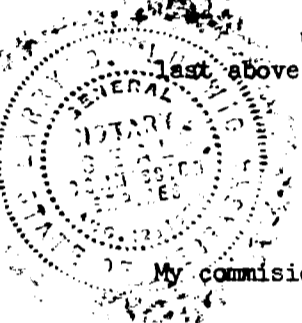


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STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 31<sup>st</sup> day of March, 1972, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came FRANK R. KREWCI to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



James B Ludwig  
Notary Public

My commission expires the 12<sup>th</sup> day of August, 1972.

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

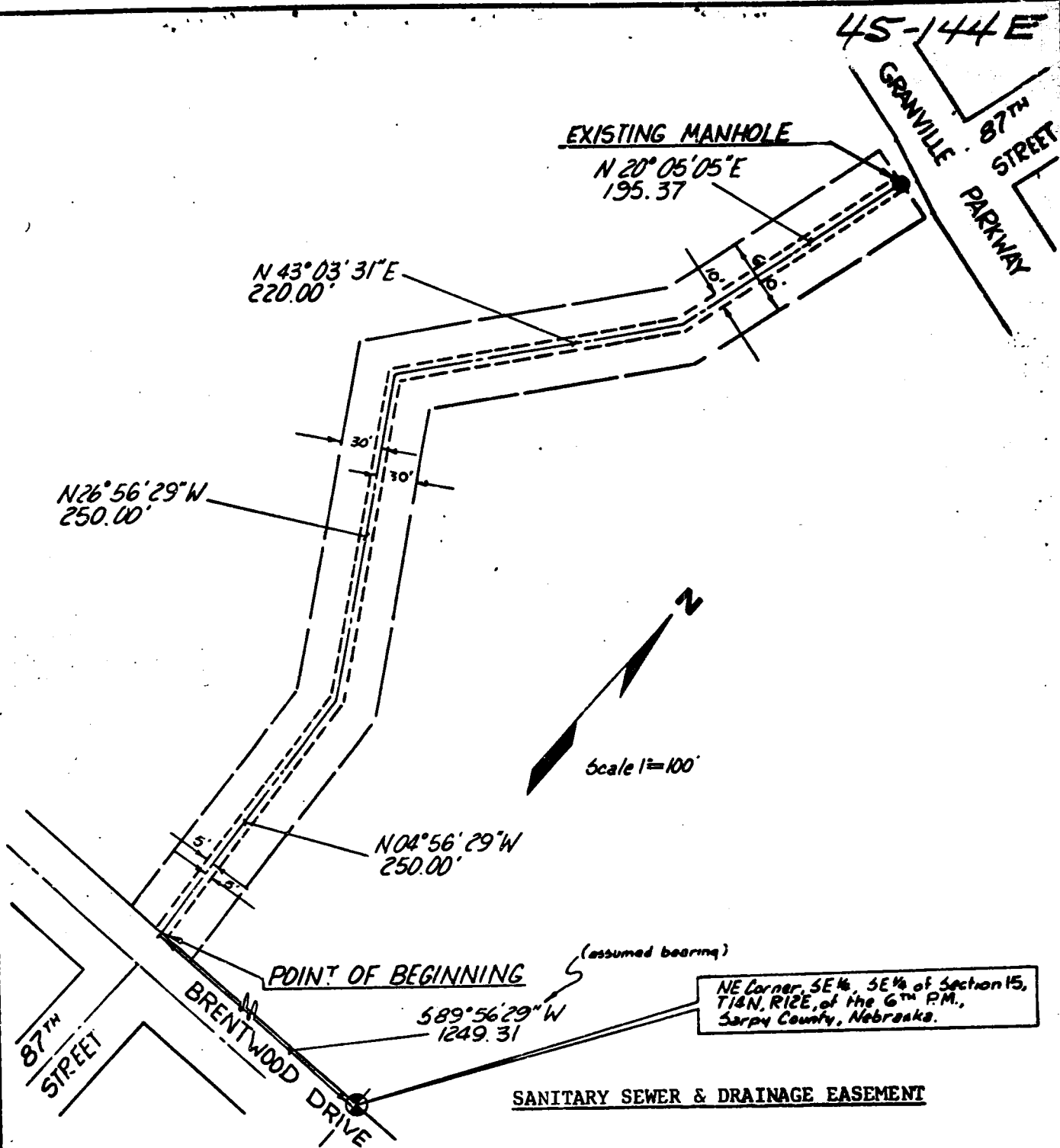
On this 31<sup>st</sup> day of March, 1972, before me, a Notary Public duly commissioned and qualified in and for said County, personally came C. G. SMITH, President of CONSTRUCTION SCIENCES, INC., to me personally known to be the President and identical person who signed the foregoing instrument, and 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 the day and year last above written.



James B Ludwig  
Notary Public

My commission expires: Aug 12, 72



**SANITARY SEWER & DRAINAGE EASEMENT**

GRANTOR: Construction Sciences, Inc.

GRANTEE: Sanitary & Improvement District No. 53 of Sarpy County, Nebraska

**LEGAL DESCRIPTION:**

A 10' wide PERMANENT sanitary sewer and drainage easement and a 60' wide TEMPORARY construction easement, the centerline of which is described as follows: Commencing at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 15; thence S 89° 56' 29" W (assumed bearing), a distance of 1249.31 feet to the point of beginning; thence N 4° 56' 29" W, a distance of 250.0 feet; thence N 26° 56' 29" W, a distance of 250.0 feet; thence N 43° 03' 31" E, a distance of 220.0 feet; thence N 20° 05' 05" E, a distance of 195.37 feet to an existing sanitary sewer manhole located immediately South of the intersection of 87th Street and Granville Parkway.

Book \_\_\_\_\_ Page \_\_\_\_\_

EXHIBIT "B"

Job Number \_\_\_\_\_

**LAMP RYNEARSON & TILLY, INC.**

architects

engineers

surveyors

FORTY-SIX TEN DODGE STREET  
OMAHA, NEBRASKA 68138  
TELEPHONE: 402-556-6000