ONLY

Project 1974 Outfall REGISTER OF DEEDS, SARPY COUNTY, NEB

---- Five Hundred Seventy and No/100 -In consideration of the sum of), the undersigned____ MAJESTIC INVESTMENT, INC., a Nebraska Corporation

owner(s) of the real estate hereinafter described, its/his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to the CITY OF LA VISTA, a municipal corporation in Sarpy County, Nebraska, its successors and assigns, hereinafter called "City", the following permanent and temporary easements over, under and upon the following described real estate owned by Grantor:

A permanent sewer and drainage easement in

the West Half of the Southwest Quarter of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska,

more particularly described on Exhibit "A" hereto and by this reference made a part hereof. Said permanent easement is perpetual in duration commencing at the date hereof.

A temporary construction easement in

the West Half of the Southwest Quarter of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska,

more particularly described on Exhibit "A" hereto and by this reference made a part hereof. Said temporary construction easement shall commence at the date hereof and shall continue during the period of construction of an <u>outfall</u> sewer by the City and its contractor, but in all events the temporary construction easement shall terminate no later than months from date of commencement of construction.

The purpose and scope of the easements herein granted shall be to survey, excavate, construct, reconstruct, replace, relocate, inspect, repair, clean out, enlarge, remove, add to, maintain, use and operate an outfall and sanitary sewer or sewers, together with necessary manholes, cleanouts and other appurtenances thereto or therefor.

In regard to said easement, it is expressly agreed:

- 1. The City, its engineers, contractors and agents, shall have the full right and authority of ingress and egress at all times upon the easement in order to perform any of the acts and functions described within the purposes and scope of this easement.
- 2. City shall pay Grantor or Grantor's lessee, as their interests may appear, for any damage to fences and growing crops caused by City, its engineers, contractors or agents, in pursuance of the purposes and scope of this easement. Claims for any such damage shall be filed with City within three months after termination of the construction work or other activities of the construction work or other activities. causing same.
- 3. Grantor may cultivate land within the easementway to the extent same is not inconsistent with or interferes with City's use thereof in pursuance of the purposes and scope of this easement agreement. Grantor agrees not to allow any buildings or structures to remain or to be placed upon the permanent easementway. City shall in no event be responsible for the replacement, restoration or reconstruction of improvements now or hereafter situated upon the easement, except existing fences.
- 4. It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make the conveyance herein; and that Grantor and its/his/ their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the City forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.
- 5. The covenants of the Grantor herein contained shall constitute independent covenants running with the land and shall be binding upon Grantor, its/his/their heirs; executors, successors and assigns, and shall inure to the benefit of City, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this agreement in triplicate this and the control of the second day of the control of the second day of the control of the control of the control of the second day of the control of the

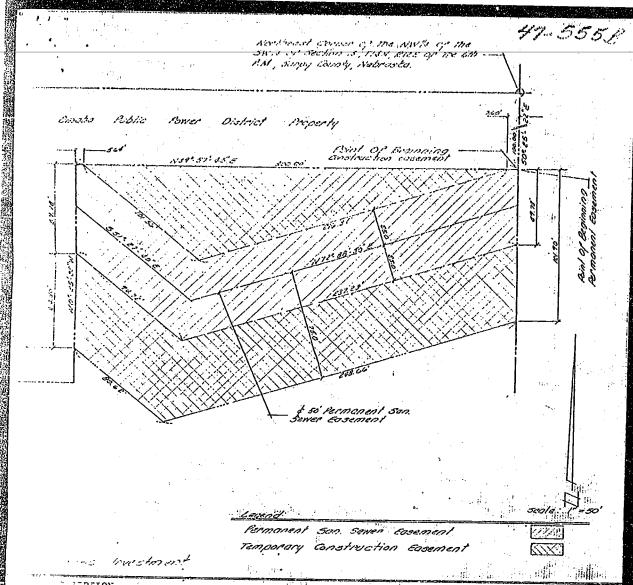
CITY OF LA VISTA

MAJESTIC INVESTMENT

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CERTIFICATE OF ACRICALIBREMENT - lodividual

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RIPTION Canitary Sewer Easement located in the Wa of the SW2 of Section 13, TIAN, R12E of the Sanitary Sewer Easement located in the W2 of the SW2 of Section 13, T14N, R12E of the ..., Sarpy County, Nebraska described as follows: Commencing at the Northeast corner of the the SW2 of said Section 13; thence S 0 25! 22" E (Assumed bearing) on the East line of the SW2 of said Section 13, 100.00 feet to the point of beginning; thence continuing 2.2" E on the East line of the W2 of the SW2 of said Section 13, 49.73 feet; thence S 72" W, 237.23 feet; thence N 51 27" 40" W, 94.72 feet; thence N 0 25' 22" W on a line 300.0 of the East line of the W2 of the SW2 of said Section 13, 59.78 feet; thence N 89 57' 45" line 100.0 feet South of and parallel to the North line of the W2 of the SW2 of said Section 13, feet; thence S 51 27' 40" E, 101.56 feet; thence N 72 58' 50" E, 216.82 feet; thence N 25" E on a line 100.00 feet South of and parallel to the North line of the W2 of the SW2 45" E on a line 100,00 feet South of and parallel to the North line of the Wy of the SWk Section 13, 7.60 feet to the point of beginning.

porary Construction Easement located in the Wk of the SWk of Section 13, T14N, R12E of

porary Construction basement located in the Wg of the SWg of Section 13, T14N, R12E of S. Sarpy County, Nebraska described as follows: Commencing at the Northeast corner of the SWg of said Section 13; thence S. O. 25' 22"E (Assumed bearing) on the East line of the SWg of said Section 13, 100.00 feet to the point of beginning; thence continuing S. 22"E on the East line of the Wg of the SWg of said Section 13, 101.90 feet; thence S. 72. 348.66 feet; thence N. 51 27' 40"W, 80.62 feet; thence N. 0. 25' 22"W on a line 300.0 feet of the East line of the Wg of the SWg of said Section 13, 124.08 feet; thence N. 89 57' a line 100.0 feet South of and parallel to the North line of the Wg of the SWg of said a via line 100.0 feet South of and parallel to the North line of the W'z of the SWz of said 13, 300.0 feet to the point of beginning.