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LaVista
Project
1974
Outfall

FILED FOR RECORD 2-5-74 9:00 A.M. IN BOOK 47 OF Misc. Records
PAGE 555 Carl L. Hillebr REGISTER OF DEEDS, SARPY COUNTY, NEB 9.25

SEWER EASEMENT

In consideration of the sum of ----- Five Hundred Seventy and No/100 ----- Dollars (\$ 570.00), 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 outfall sewer by the City and its contractor, but in all events the temporary construction easement shall terminate no later than twelve 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 activity 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 24th day of August, 1974.

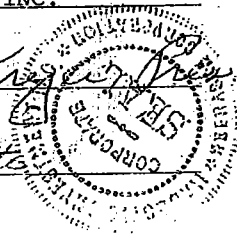
CITY OF LA VISTA
Walter C. Gorchon
Mayor

Richard W. [Signature]
City Clerk

MAJESTIC INVESTMENT, INC.
a Nebraska Corporation

By: Frank R. Kreyer

ATTEST:
Ronald G. [Signature]
Grantor



CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT - Corporation

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 24th day of August, 19 74, before me, the undersigned, a Notary Public in and for said County and State, appeared FRANK R. KREJCI and ROLAND F. WAITE, to me personally known, who being by me duly sworn, did say that they are _____ President and _____ Secretary, respectively, of MAJESTIC INVESTMENT, INC. (a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.



Katherine A. Hybl
Notary Public

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR SEWER LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned to their mutual satisfaction; and in the case of a Lessee, in consideration of the indemnity by the Grantee as to crop damage as the interest of Grantor and Lessee may appear; the undersigned, being the Lessee or otherwise in, or entitled to the possession of the property described in the foregoing easement, or otherwise possessing an interest in the property described in the foregoing easement, hereby consent(s) to the survey for and construction of the sewer line or lines across, over, under and within the property therein described, in accordance with the terms of the said easement; and insofar as the interest of the undersigned is affected by said sewer line, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this _____ day of _____, 19____.

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

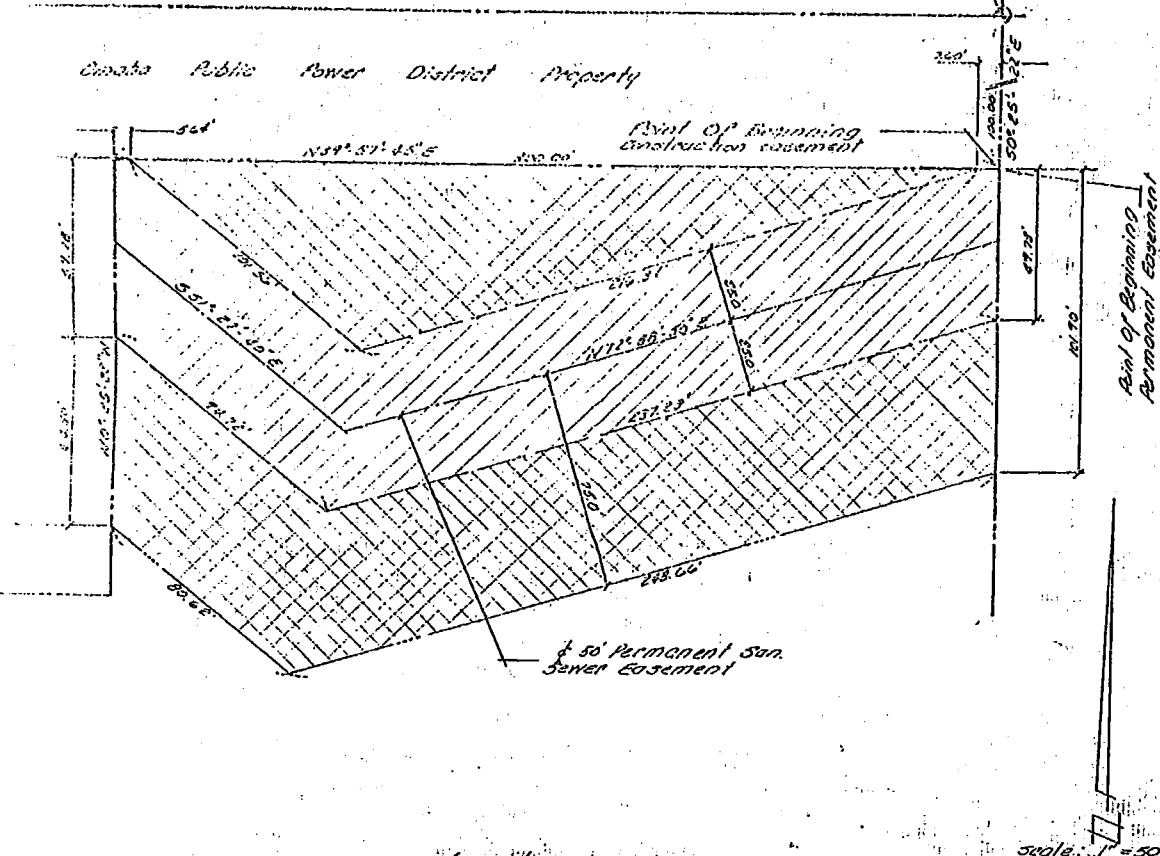
WITNESS my hand and Notarial Seal the date above written.

Notary Public

47-555A

Northeast corner of the NW 1/4 of the SW 1/4 of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska.

Omaha Public Power District Property



Legend
 Permanent San. Sewer Easement
 Temporary Construction Easement

DESCRIPTION

Sanitary Sewer Easement located in the W 1/2 of the SW 1/4 of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the Northeast corner of the SW 1/4 of said Section 13; thence S 0° 25' 22" E (Assumed bearing) on the East line of the SW 1/4 of said Section 13, 100.00 feet to the point of beginning; thence continuing S 0° 22" E on the East line of the W 1/2 of the SW 1/4 of said Section 13, 49.73 feet; thence S 72° 23' 45" W, 237.23 feet; thence N 51° 27' 40" W, 94.72 feet; thence N 0° 25' 22" W on a line 300.0 feet West of the East line of the W 1/2 of the SW 1/4 of said Section 13, 59.78 feet; thence N 89° 57' 45" W, 101.90 feet; thence S 51° 27' 40" E, 101.56 feet; thence N 72° 58' 50" E, 216.82 feet; thence N 89° 57' 45" E on a line 100.00 feet South of and parallel to the North line of the W 1/2 of the SW 1/4 of said Section 13, 7.60 feet to the point of beginning.

Temporary Construction Easement located in the W 1/2 of the SW 1/4 of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the Northeast corner of the SW 1/4 of said Section 13; thence S 0° 25' 22" E (Assumed bearing) on the East line of the SW 1/4 of said Section 13, 100.00 feet to the point of beginning; thence continuing S 0° 22" E on the East line of the W 1/2 of the SW 1/4 of said Section 13, 101.90 feet; thence S 72° 23' 45" W, 248.66 feet; thence N 51° 27' 40" W, 80.62 feet; thence N 0° 25' 22" W on a line 300.0 feet West of the East line of the W 1/2 of the SW 1/4 of said Section 13, 124.08 feet; thence N 89° 57' 45" W on a line 100.0 feet South of and parallel to the North line of the W 1/2 of the SW 1/4 of said Section 13, 300.0 feet to the point of beginning.