

LaVista
Project
1974
Outfall

FILED FOR RECORD 2:37 PM AT 2:45 A.M. IN BOOK 47 OF Music Recd.
PAGE 559 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB
1525

OP
NORWA
IN
TL 10

SEWER EASEMENT

In consideration of the sum of One Dollar and other valuable consideration
Dollars (\$1.00), the undersigned OMAHA PUBLIC POWER DISTRICT

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

Tax Lot 10 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

Tax Lot 10 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. See Exhibit "B" (Hold harmless clause)

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.

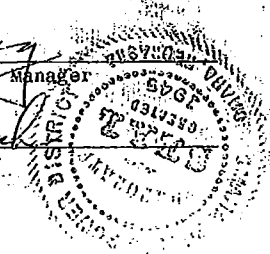
4. It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make the conveyance herein and that its/his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the 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 29 day of August, 19 74.

CITY OF LA VISTA
C. L. Hillebrand
Mayor
ATTEST
City Clerk

OMAHA PUBLIC POWER DISTRICT
By: W. A. Boy
Assistant General Manager
R. C. Leuker
Grantor



47-559A

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

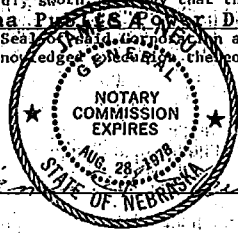
CERTIFICATE OF ACKNOWLEDGMENT - Corporation

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 27 day of August, 19 74, before me, the undersigned, a Notary Public in and for said County and State, appeared R. A. [unclear] and R. C. [unclear]

_____ to me personally known, who being by me duly sworn, say that they are President and Secretary, respectively, of Omaha Public Power District (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 the 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.



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

LEGAL DESCRIPTION

A Permanent Sanitary Sewer Easement located in Tax Lot 10 in the $\frac{W}{2}$ of the $\frac{SW}{4}$ of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the Northwest corner of the $\frac{SW}{4}$ of said Section 13; thence S 0° 26' 38" E (Assumed bearing) on the West line of the $\frac{SW}{4}$ of said Section 13, 132.00 feet; thence N 89° 33' 22" E, 33.00 feet to the point of beginning; thence N 0° 26' 38" W on a line 33.00 feet East of and parallel to the West line of the $\frac{SW}{4}$ of said Section 13, 26.68 feet; thence S 34° 39' 10" E, 44.47 feet; thence S 00° 26' 38" E on a line 58.00 feet East of and parallel to the West line of the $\frac{SW}{4}$ of said Section 13, 12.12 feet; thence N 89° 50' 50" E, 302.00 feet; thence N 00° 09' 10" W, 2.43 feet; thence N 75° 15' 20" E, 374.72 feet; thence S 82° 35' 00" E, 238.14 feet; thence N 7° 25' 00" E, 10.00 feet; thence S 82° 35' 00" E, 36.96 feet; thence S 51° 27' 40" E, 29.83 feet; thence S 89° 57' 45" W on a line 100.00 feet South of and parallel to the North line of the $\frac{SW}{4}$ of said Section 13, 5.64 feet; thence S 00° 25' 22" E on a line 300.00 feet West of and parallel to the East line of the West One-Half of the $\frac{SW}{4}$ of said Section 13, 59.78 feet; thence N 51° 27' 40" W, 49.09 feet; thence N 82° 35' 00" W, 23.04 feet; thence N 7° 25' 00" E, 5.00 feet; thence N 82° 35' 00" W, 231.28 feet; thence S 75° 15' 20" W, 382.01 feet; thence S 89° 50' 50" W, 307.28 feet; thence N 34° 39' 10" W, 26.10 feet; thence N 00° 26' 38" W on a line 33.00 feet East of and parallel to the West line of the $\frac{SW}{4}$ of said Section 13, 35.57 feet to the point of beginning.

Also, a Temporary Construction Easement located in Tax Lot 10 in the $\frac{W}{2}$ of the $\frac{SW}{4}$ of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the Northwest corner of the $\frac{SW}{4}$ of said Section 13; thence S 0° 26' 38" E (Assumed bearing) on the West line of the $\frac{SW}{4}$ of said Section 13; 132.00 feet; thence N 89° 33' 22" E, 33.00 feet to the point of beginning; thence N 0° 26' 38" W on a line 33.00 feet East of and parallel to the West line of the $\frac{SW}{4}$ of said Section 13, 75.00 feet; thence N 89° 33' 22" E, 25.00 feet; thence S 0° 26' 38" E on a line 58.00 feet East of and parallel to the West line of the $\frac{SW}{4}$ of said Section 13, 97.21 feet; thence N 89° 50' 50" E, 302.00 feet; thence N 0° 09' 10" W, 64.43 feet; thence N 75° 15' 20" E, 349.61 feet to a point on the North line of the $\frac{SW}{4}$ of said Section 13; thence N 89° 57' 45" E on the North line of the $\frac{SW}{4}$ of said Section 13, 61.76 feet; thence S 82° 35' 00" E, 259.21 feet; thence S 51° 27' 40" E, 106.44 feet; thence S 89° 57' 45" W on a line 100.00 feet South of and parallel to the North line of the $\frac{SW}{4}$ of said Section 13, 85.83 feet; thence S 00° 25' 22" E on a line 300.00 feet West of and parallel to the East line of the West One-Half of the $\frac{SW}{4}$ of said Section 13, 124.08 feet; thence N 51° 27' 40" W, 75.60 feet; thence N 82° 35' 00" W, 229.63 feet; thence S 75° 15' 20" W, 405.09 feet; thence S 89° 57' 45" W on a line 250.0 feet South of and parallel to the North line of the $\frac{SW}{4}$ of said Section 13, 302.74 feet; thence N 00° 26' 38" W on a line 33.00 feet East of and parallel to the West line of the $\frac{SW}{4}$ of said Section 13, 118.23 feet to the point of beginning, together with the following described temporary construction easement: Commencing at the Northeast corner of the $\frac{W}{2}$ of the $\frac{SW}{4}$ of said Section 13; thence S 0° 25' 22" E on the East line of the $\frac{W}{2}$ of the $\frac{SW}{4}$ of said Section 13, 45.00 feet to the point of beginning; thence continuing S 0° 25' 22" E on the East line of the $\frac{W}{2}$ of the $\frac{SW}{4}$ of said Section 13, 55.00 feet; thence S 89° 57' 45" W on a line 100.00 feet South of and parallel to the North line of the $\frac{SW}{4}$ of said Section 13, 175.00 feet; thence N 0° 25' 22" W on a line 175.00 feet West of and parallel to the East line of the $\frac{W}{2}$ of the $\frac{SW}{4}$ of said Section 13, 55.00 feet; thence N 89° 57' 45" E on a line 45.00 feet South of and parallel to the North line of the $\frac{SW}{4}$ of said Section 13, 175.00 feet to the point of beginning.

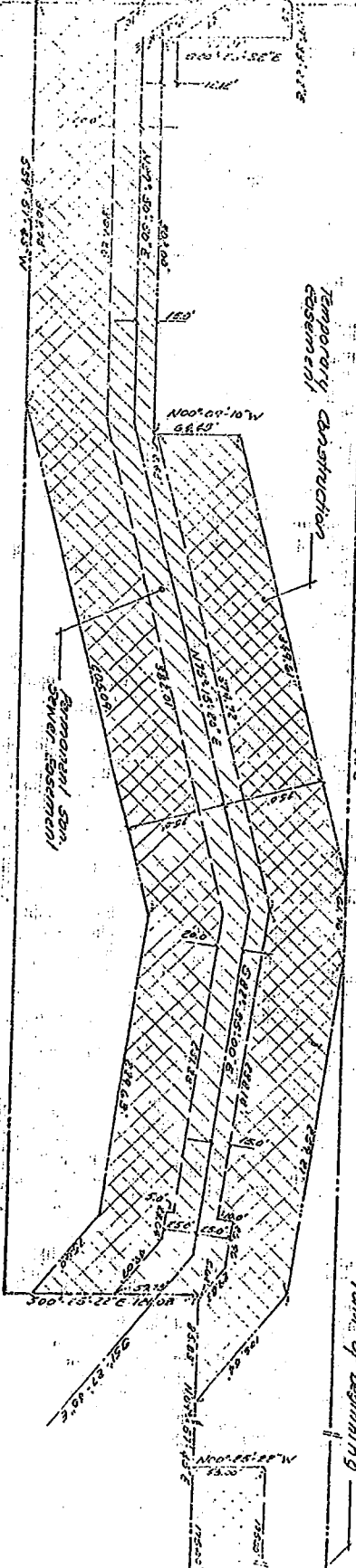
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Point of Beginning
Tand

Northwest Corner of the SW 1/4
of Section 18, T24N, R12E of the
6th P.M., 5th P.M., Nebraska

Remondal Son Swad Assment
Temporary Const. Assment

Temporary Construction
Assment



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Northwest Corner of the
NW 1/4 of the SW 1/4 of
Sec. 18, T24, R12

Scale: 1" = 100'

47-559.D

It is understood and agreed by the City that said Sewer and the maintenance thereof are subject to the operations of the District and the risks thereof, which the City assumes. The City assumes and agrees to protect, indemnify and save harmless the District, its officers, agents, employees and invitees, from and against any and all claims, suits, demands, liability and expense by reason of loss or damage to any property whatsoever, including that of the District, or injury to or death of any person whomsoever, including the District, its officers, agents, employees and invitees, from any cause whatsoever, arising or growing, directly or indirectly (1) out of the construction, installation, maintenance, renewal, existence, use or removal of said sewer, (2) out of any defect in said sewer or any failure thereof, (3) out of any act or omission of the City, whether negligent or not, its agents, employees, agents or invitees, while on or about the property of the District or while working on or using said sewer, or (4) out of the failure of the City, to abide by or comply with any of the terms or conditions of this Easement, even though such loss, damage, injury or death may have been contributed to by the operation of the District's facilities or by the condition of its property.

EXHIBIT "B"