

92-27854

La Vista Project
Giles Road
Tract "U, V, & W"

PERMANENT EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from the City of LaVista, Nebraska, the undersigned, Frank R. Krejci and Vera Jane Krejci, husband and wife, owners of the real estate hereinafter described, 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 exclusive permanent easement over, under and upon the following described real estate owned by Grantor:

A permanent grading easement in a tract of land located in Lot 2A1, Willow Brook, a subdivision located in the SE 1/4 of Section 15, Township 14 North, Range 12 East 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 grading easement is perpetual in duration commencing at the date hereof.

The purpose and scope of the easement herein granted shall be to survey, excavate, construct, reconstruct, replace, relocate, inspect, repair, grade, enlarge, remove, add to, maintain, use and operate for streets, highways or roads, public right-of-way and other governmental purposes including utilities, sewer and drainage purposes, together with necessary appurtenances thereto or therefor. City shall have exclusive right to possession and use over, under and upon said easement and Grantees shall not in any manner use, occupy or allow others to use or occupy said easement without the express written consent of City duly recorded.

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 agrees not to allow any trees, shrubs, crops, vehicles, fences, buildings or any other objects or structures to remain or to be placed upon the permanent easementway, nor shall Grantor allow or cause the grade, elevation, or depth of drainage structures to be altered in any manner. City shall in no event be responsible for the replacement, restoration or reconstruction of improvements now or hereafter situated upon the easement, except as provided in paragraph 2 hereof.
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 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, 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 this 10th day of September, 1992.

Frank R. Krejci
Frank R. Krejci, Grantor

Vera Jane Krejci
Vera Jane Krejci, Grantor

FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-027854

92 DEC 16 AM 10:28

Carol A. Gavin
REGISTER OF DEEDS

Proof	<u>m</u>
D.E.	<u>v</u>
Verify	<u>m</u>
Filmed	<u>f</u>
Checked	<u> </u>
Fee \$	<u>10.50</u>

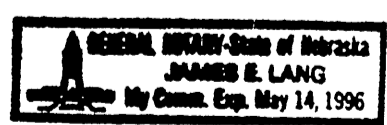
CITY OF LA VISTA
BY: Harold A. Lew
LA Mayor

ATTEST: Barbara A. McGinnis
CITY CLERK

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 10th day of September, 1992, by Frank R. Krejci and Vera Jane Krejci, husband and wife, Grantors.

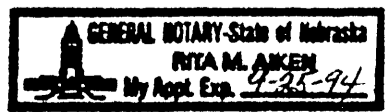
James E. Lang
Notary Public



STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 9th day of December, 1992 by the Mayor and City Clerk of the City of La Vista, on behalf of the City of La Vista.

Rita M. Aiken
Notary Public



027854

DAK
L93524

LEGAL DESCRIPTION
Parcel "UVW-C"
Tract "UVW"
Permanent Drainage Easement

A tract of land located in Lot 2A1, Willow Brook, a subdivision located in the SE 1/4 of Section 15, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 of Section 15; thence N89°54'15"E (assumed bearing), along the South line of said Section 15, a distance of 1,415.10 feet; thence N00°05'45"W, a distance of 50.00 feet to the point of beginning; thence S89°54'15"W, a distance of 20.00 feet; thence N00°05'45"W, a distance of 35.00 feet; thence N89°54'15"E, a distance of 20.00 feet; thence S00°05'45"E, a distance of 35.00 feet to the point of beginning.

Said tract of land contains an area of 700 square feet, more or less.

#91027
February 13, 1992

Prepared By:
Elliott & Associates
5316 South 132nd Street
Omaha, Nebraska, 68137