

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

TEMPORARY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from the City of La Vista, 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 temporary easement over, under and upon the following described real estate owned by Grantor:

A temporary construction 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 temporary construction easement shall commence at the date hereof and shall continue during the period of construction of the above referenced project by the City and its contractor and thereafter, until such time as City receives certification that said temporary easements are no longer required from its engineer on the above referenced project, Elliot and Associates.

The purpose and scope of the easements 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.

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. During the term of the temporary easement, Grantor agrees not to allow any buildings or structures to remain or to be placed upon the temporary easementway. 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 subject to matters of record, and that Grantor and their heirs, executors, administrators, successors and assigns shall warrant and defend the same.
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 13th day of

November, 1992.

Frank R. Krejci

Frank R. Krejci, Grantor

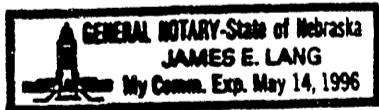
Vera Jane Krejci

Vera Jane Krejci, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 13th day of November, 1992, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said state, personally came Frank R. Krejci and Vera Jane Krejci, husband and wife, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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



James E. Lang

Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
92-027855
92 DEC 16 AM 10:30

Proof
D.E.
Verify
Filmed
Checked
Fee \$ 10.50

Carol A. Savin
REGISTER OF DEEDS

027855

DAK

L 93524

LEGAL DESCRIPTION
PARCEL "UVW-B"
TRACT "UVW"
TEMPORARY CONSTRUCTION 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 1,029.70 feet; thence N00°05'45"W, a distance of 50.00 feet to a point on the East right-of-way line of 87th Street, said point also being the point of beginning; thence continuing N00°05'45"W along said East right-of-way line of 87th Street, a distance of 10.00 feet; thence N89°54'15"E, a distance of 45.47 feet; thence N47°55'02"E, a distance of 67.21 feet; thence N89°19'53"E, a distance of 478.44 feet; thence N00°17'56"E, a distance of 5.94 feet; thence N45°16'33"E, a distance of 184.70 feet to a point on the East line of said Lot 2A1, Willow Brook; thence S00°17'56"W along said East line of Lot 2A1, Willow Brook, a distance of 42.44 feet; thence S45°16'33"W, a distance of 128.11 feet; thence S00°17'56"W, a distance of 63.00 feet; thence S89°54'15"W, a distance of 228.05 feet; thence N00°05'45"W, a distance of 35.00 feet; thence S89°54'15"W, a distance of 20.00 feet; thence S00°05'45"E, a distance of 35.00 feet; thence S89°54'15"W, a distance of 365.39 feet to the point of beginning.

Said tract of land contains an area of 36,070 square feet, more or less.

#91027.1
3/3/92
Revised 10-9-92

ELLIOTT & ASSOCIATES
5316 SOUTH 132ND STREET
OMAHA, NE 68137