

La Vista Project

UNIFORM SEWER EASEMENT

In consideration of the sum of One dollar and other good and valuable consideration
(\$ 1.00), the undersigned Willard I. Friedman and Thama L. Friedman

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 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 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 or sanitary sewer by the City and its contractor, but in all events the temporary construction easement shall terminate no later than 12 months from the 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 or 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 _____ day of _____, 1990.

Willard I. Friedman
Grantor Willard I. Friedman

Thama L. Friedman
Grantor Thama L. Friedman

CITY OF LA VISTA

BY: _____
Mayor

ATTEST: _____

City Clerk

FILED	_____
PAGED	_____
GRANTEE	_____
GRANTOR	_____
FILED	_____
INDEXED	_____

20 50

FILED SARPY CO. NE.
INSTRUMENT NUMBER
90-13508

90 SEP 20 AM 10:24

Shirley J. Dowling
REGISTER OF DEEDS

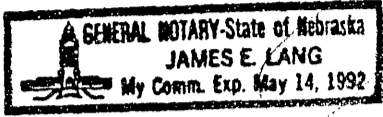
STATE OF NEBRASKA

COUNTY OF Douglas

ss

On this 31ST day of AUGUST, 1990, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Wilford J. Friedman, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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



James E. Lang

Notary Public

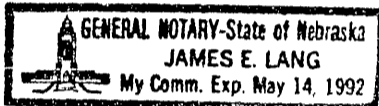
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James E. Lang

Notary Public

EXHIBIT "A"

Wiltham Place

Storm Sewer and Drainage Easement

A tract of land out of and a part of Lot Three (3), WILTHAM PLACE, a Subdivision of Tax Lot 3A, in the Southwest Quarter (1/4) of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows;

BEGINNING at the Northwest corner of said Lot 3, Wiltham Place, same being the Southwest corner of Tax Lot 2A; THENCE: N.89°59'58"E., a distance of 540.15 feet along and with the North line of said Lot 3, to the Northeast corner thereof; THENCE: S.00°04'56"E., a distance of 30.00 feet, along and with the East line of said Lot 3, to a point for a corner; THENCE: S.89°59'58"W., a distance of 493.60 feet; THENCE: S.09°14'10"W., a distance of 151.02 feet; THENCE: S.89°59'58"W., a distance of 7.91 feet to a point on the West line of said Lot 3, same being the East right-of-way of South 84th Street, also known as State Highway 85; THENCE: along and with said right-of-way line the following Three (3) courses and distances; 1) N.05°09'58"E., 10.05 feet, 2) N.06°38'24"W., 132.86 feet, 3) N.00°00'57"E., 37.08 feet, to the PLACE OF BEGINNING, and containing in all 0.463 Acres of land.

For construction period add twenty (20) feet to either side of the easement description.

STORM SEWER AND DRAINAGE EASEMENT

