

44-737

LaVista
Project
1974
Outfall

SEWER EASEMENT

In consideration of the sum of one dollar and other valuable consideration
~~dollars~~ (\$ 1.00), the undersigned EDWARD E. STEPANEK and MARY JANE STEPANEK,
Husband and Wife, and FRANK C. STEPANEK and MARTHA STEPANEK, Husband and Wife,
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

Part of the South Half of the Northeast 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

Part of the South Half of the Northeast 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, con-
struct, 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:

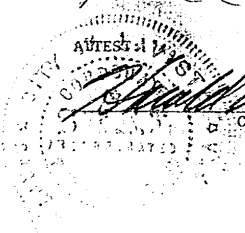
1. The City, its engineers, contractors and agents, shall have the full right and authority of ingress and egress at all times upon the easement in order to perform any of the acts and functions described within the purposes and scope of this easement.
2. City shall pay Grantor or Grantor's lessee, as 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 27 day of Sept., 19 74.

CITY OF LA VISTA

Alfred C. Lutz
Mayor

Richard W. Glin
City Clerk



Edward E. Stepanek

Mary Jane Stepanek

Frank C. Stepanek

Martha Stepanek
Grantor

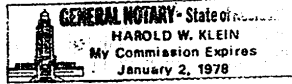
[Handwritten initials]

CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 27 day of September, 19 74, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EDWARD E. STEPANEK and MARY JANE STEPANEK, Husband and Wife, to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



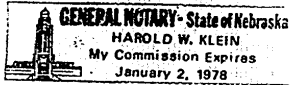
Harold W. Klein
Notary Public

CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 27 day of September, 19 74, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK C. STEPANEK and MARTHA STEPANEK, Husband and Wife, to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Harold W. Klein
Notary Public

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT - 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 _____.

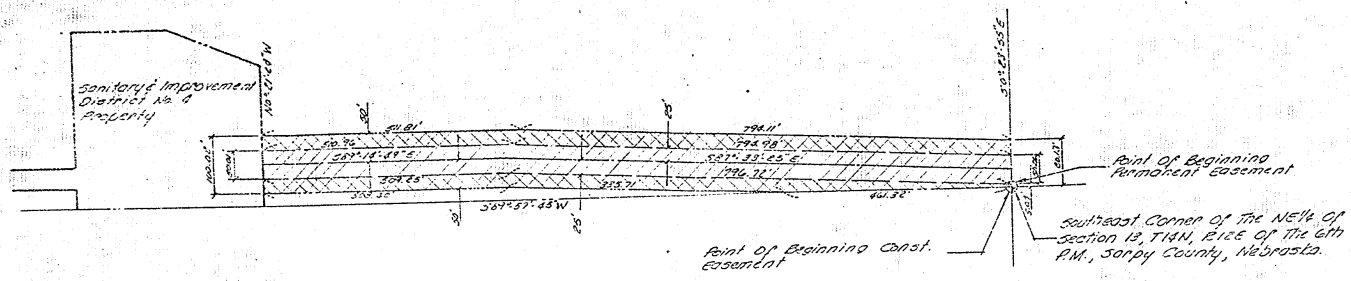
STATE OF NEBRASKA)
COUNTY OF _____) ss.

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

47-137B



Legend
 Permanent Sewer Easement [hatched pattern]
 Temporary Const. Easement [cross-hatched pattern]

Edward E. Stepanek

Scale: 1" = 200'

EXHIBIT MAP

LEGAL DESCRIPTION
 Permanent 50 foot Sanitary Sewer Easement located in part of the South One Half of the NE¼ of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the Southeast corner of the NE¼ of said Section 13; thence N 0° 23' 55" W (Assumed bearing) on the East line of the NE¼ of said Section 13, 5.04 feet to the point of beginning; thence continuing N 0° 23' 55" W on the East line of the NE¼ of said Section 13, 50.06 feet; thence N 87° 33' 25" W, 14.98 feet; thence N 89° 14' 49" W, 510.96 feet to a point on the East line of Sanitary and Improvement District No. 4 Property; thence S 0° 21' 24" E on the East line of said Property, 50.01 feet; thence S 89° 14' 49" E, 509.25 feet; thence S 87° 33' 25" E, 796.72 feet to the point of beginning.
 Temporary Construction Easement located in part of the S½ of the NE¼ of Section 13, T14N, R12E of the 6th P.M., Sarpy County, Nebraska described as follows: Commencing at the Southeast corner of the NE¼ of said Section 13; thence N 0° 23' 55" W on the East line of the NE¼ of said Section 13, 80.13 feet; thence N 87° 33' 25" W, 794.11 feet; thence N 89° 14' 49" W, 511.81 feet to a point on the East line of Sanitary and Improvement District No. 4 Property; thence S 0° 21' 24" E on the East line of said Property, 100.02 feet; thence S 89° 14' 49" E, 508.40 feet; thence S 87° 33' 25" E, 335.71 feet to a point on the South line of the NE¼ of said Section 13; thence N 89° 57' 45" E on the South line of the NE¼ of said Section 13, 461.32 feet to the point of beginning.