

92-18275

La Vista Project

Giles Road
Tract "L & M"

UNIFORM SEWER 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 Jay F. Hoffman and Maryon D. Hoffman, 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 permanent easement over, under and upon the following described real estate owned by Grantor:

A permanent sewer and drainage easement in the following described property: A 20-foot outfall or sanitary sewer easement located in the Southeast Quarter of the Southwest Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., 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.

The purpose and scope of the easement 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 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 19th day of August, 1992.

[Signature]
Grantor, Jay F. Hoffman
[Signature]
Grantor, Maryon D. Hoffman

CITY OF LA VISTA

BY: [Signature]
Mayor

ATTEST: [Signature]
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss

FILED SARPY COUNTY,
INSTRUMENT NUMBER
92-018275

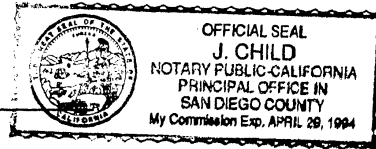
92 SEP -3 AM 9:34

[Signature]
REGISTER OF DEEDS

On this 19th day of August, 1992, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Jay F. Hoffman and Maryon D. Hoffman, 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 his voluntary act and deed.

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

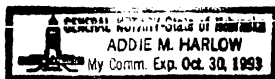
[Signature]
Notary Public



STATE OF Nebraska
COUNTY OF Sarpy

The foregoing instrument was acknowledged before me this 28th day of August, 1992 by the Mayor and City Clerk of the City of La Vista, on behalf of the City of La Vista.

[Signature]
Notary Public



Proof [initials]
D.E. [initials]
Verify [initials]
Filmed _____
Checked _____
Fee \$ 10.50

DAKOTA TITLE & ESCROW CO.
L-93519A

018275

92-18275 A

A 20 foot sanitary sewer easement located in the SE 1/4 of the SW 1/4 of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said SW 1/4 of Section 16; thence $N00^{\circ}17'32''W$ (assumed bearing) along the East line of said SW 1/4 of Section 16, a distance of 119.99 feet to the point of beginning; thence $S89^{\circ}57'23''W$, a distance of 122.26 feet; thence $S00^{\circ}02'37''E$, a distance of 70.00 feet; thence $S89^{\circ}57'11''W$, a distance of 20.00 feet; thence $N00^{\circ}02'37''W$, a distance of 90.00 feet; thence $N89^{\circ}57'23''E$, a distance of 142.18 feet to a point on said East line of the SW 1/4 of Section 16; thence $S00^{\circ}17'32''E$, along said East line of the SW 1/4 of Section 16, a distance of 20.00 feet to the point of beginning.

Said tract of land contains an area of 4,244 square feet, more or less.

EXHIBIT A