

**MIDWEST**
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May 30, 2025

City of La Vista, Nebraska
Pat Dowse, City Engineer
9900 Portal Road
La Vista, Nebraska 68128

RE: City of La Vista
99th and Giles Road
Project # 20241203
Tract #2

Dear Mr. Dowse:

Enclosed is an executed copy of the Temporary Construction Easement for Tract 2, Giles Investors, LLC. The authorized representative of the City of La Vista will need to sign the Temporary Construction Easement. The signed original is to be kept by the City of La Vista and placed in the completed file. A copy of the Temporary Construction Easement should be sent with payment to the property owner.

Please send a copy of the Temporary Construction Easement and a check in amount of \$530.00 made payable to:

**Giles Investors, LLC
9806 Seward Street
Omaha, Nebraska 68144**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caleb Scheseke'.

Caleb Scheseke
Acquisition Agent

OK TO PAY
PMD 6/18/25
05.71.0917cc - 91RT25004

Enclosures

FOR OFFICE USE ONLY	
Project #:	20241203
Project Name:	99 th Street & Giles Road - Intersection Improvements
Tract #:	2
Tract Address:	9848 Giles Road, La Vista, Nebraska 68128

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **GILES INVESTORS LLC, a Nebraska Limited Liability Company**, hereinafter referred to as "GRANTOR," (whether one or more) for and in consideration of the sum of **FIVE HUNDRED THIRTY and NO/100 DOLLARS (\$530.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY of LA VISTA, NEBRASKA**, hereinafter referred to as "GRANTEE," and to its successors and assigns, a Temporary Easement for the right to enter upon and use for working space for the construction of **99TH STREET AND GILES ROAD – INTERSECTION IMPROVEMENTS**, and appurtenances thereto, the parcel of land described as follows, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

It is further agreed as follows:

- 1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed ONE (1) year(s) from the date construction begins.
- 2) That this temporary easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, and trees within the easement area as necessary for construction.
- 3) That the GRANTEE shall cause any trench made on said easement area to be properly refilled and shall cause the area disturbed under this easement to be restored upon completion of construction. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the GRANTEE in any of said construction work.
- 4) That the GRANTOR for themselves and any successor in interest does confirm to the GRANTEE and its assigns, including public utility companies and their assigns, that the GRANTOR is well seized in fee of the above described property and that they have the right to grant this temporary easement, and that they and their successors in interest, shall warrant and defend this temporary easement to said GRANTEE and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
- 5) The GRANTEE reserves the absolute right to terminate this temporary easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Temporary Easement Agreement.

- 6) It is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the premises described above.
- 7) That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees.
- 8) This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the GRANTEE to the GRANTOR.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this 29th day of May, 2025.

CORPORATE ACKNOWLEDGMENT

GILES INVESTORS, LLC

AUTHORIZED OFFICER:

AUTHORIZED OFFICER:

DAVID WEIST
President
(Printed Name and Title)

(Printed Name and Title)

(Corporate Seal)

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

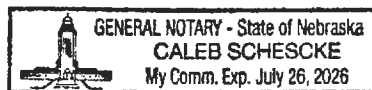
On this 29 day of MAY, 2025, before me, a Notary Public, in and for said County, personally came:

DAVE WEIST President
(Name) (Title)

and _____
(Name) (Title)

of **Giles Investors, LLC, a Nebraska Corporation**, to me personally known to be the respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.
(SEAL)



[Signature]
NOTARY PUBLIC

**CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT**

[Signature]
BIRKMAN DOANE - CITY ENGINEER
(Printed Name/Title)

6/19/2025
Date

Temporary Easement
Project #: 20241203
Tract # 2

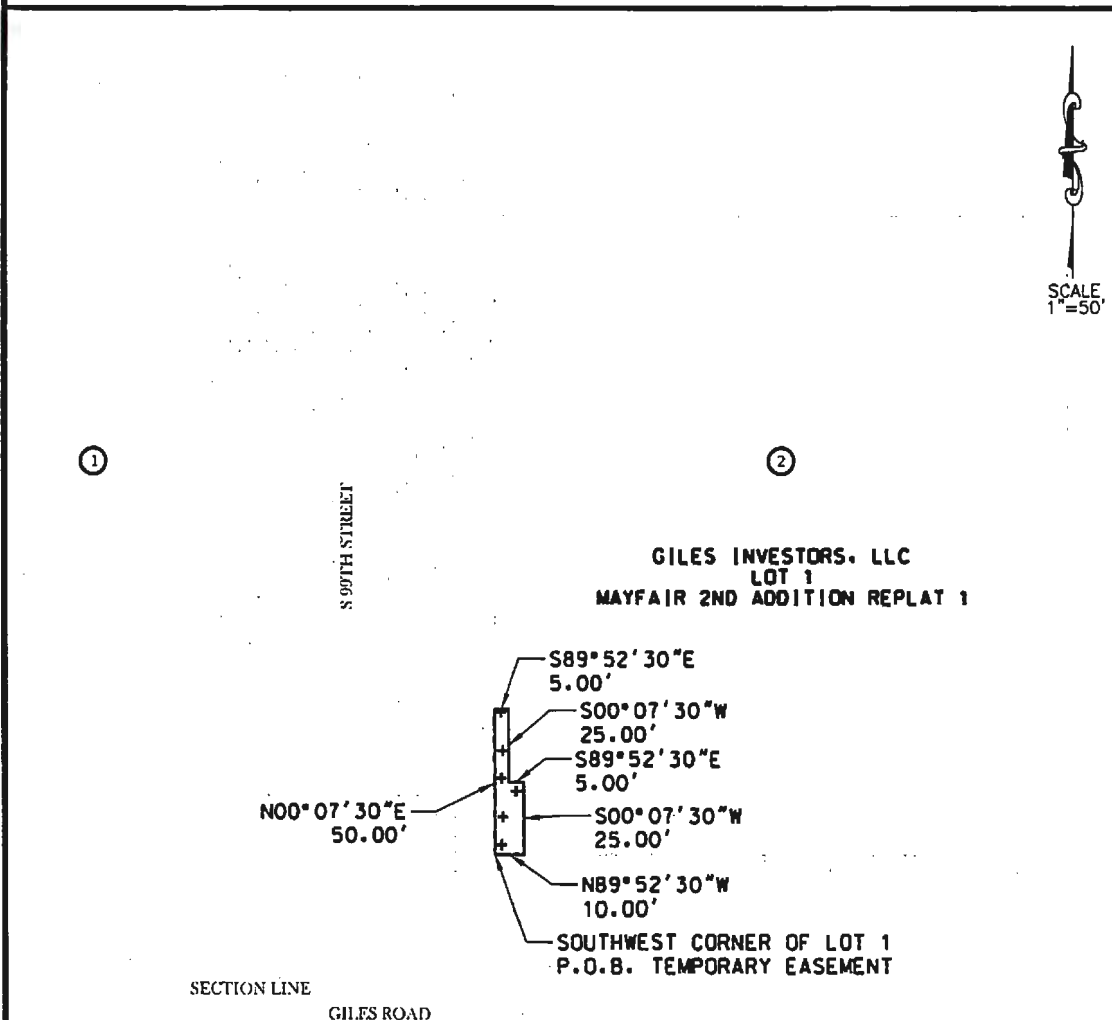
EXHIBIT "A"

TEMPORARY EASEMENT LEGAL DESCRIPTION





Property Description:

Part of Lot 1, Mayfair 2nd Addition Replat 1, an Addition to the City of La Vista located in Sarpy County, Nebraska.

Beginning at the Southwest corner of Lot 1, Mayfair 2nd Addition Replat 1; thence along an assumed bearing of N 00°07'30" E, a distance of 50.00 feet along the easterly right-of-way line of S 99th Street; thence S 89°52'30" E, a distance of 5.00 feet; thence S 00°07'30" W, a distance of 25.00 feet; thence S 89°52'30" E, a distance of 5.00 feet; thence S 00°07'30" W, a distance of 25.00 feet to a point on the northerly right-of-way line of Giles Road; thence N 89°52'30" W, a distance of 10.00 feet along the northerly right-of-way line of Giles Road to the Point of Beginning, containing an area of 375 sq. feet or 0.009 acres more or less.



**CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT**

Owner(s): GILES INVESTORS, LLC Address: 9848 GILES ROAD, LA VISTA, NE 68128			New Right-of-Way: _____	S.F.
			Permanent Easement: _____	S.F.
			Temporary Easement: _____	375 S.F.
			Existing Right-of-Way: _____	S.F.
Project No. STRT25005		Project Name: 99 th and Giles Road Intersection Improvements		
Tract No. 2	Date Prepared: 5/1/2025	Revision Date(s):		Page 1 of 1