

**MIDWEST**

R | O | W

midwestrow.com

June 13, 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 #3

Dear Mr. Dowse:

Enclosed are executed copies of the Real Estate Purchase Agreement and Warranty Deed for Tract 3, Camille Cantu. The authorized representative of the City of La Vista will need to sign all copies of the Real Estate Purchase Agreement. One signed original is to be kept by the City of La Vista and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Real Estate Purchase Agreement, a copy of the recorded document, and a check in amount of \$500.00 made payable to:

**Camille Cantu
10407 South 105th Street
Papillion, Nebraska 68046**

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,



Caleb Schescke
Acquisition Agent

OK TO PAY
PMD 6/18/25
09.71.0917.466-918725004

Enclosures

When recorded return to:
City of La Vista, Nebraska
Pat Dowse, City Engineer
9900 Portal Road
La Vista, Nebraska 68128

FOR OFFICE USE ONLY	
Project #:	20241203
Project Name:	99 th Street & Giles Road - Intersection Improvements
Tract #:	3
Tract Address:	9902 South 100 th Street, La Vista, Nebraska 68128

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 12th day of June, 2025, between
CAMILLE CANTU, a single person

hereinafter known as the "GRANTOR", whether one or more, for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, in hand paid, do hereby grant, bargain, sell, convey, and confirm for public purposes unto the **CITY OF LA VISTA, NEBRASKA**, hereinafter known as the "GRANTEE," organized and existing under and by virtue of the Laws of the State of Nebraska, the following described real estate, situated in the County of Sarpy and State of Nebraska, to-wit:

SEE ATTACHED RIGHT OF WAY ACQUISITION EXHIBIT

TO HAVE AND TO HOLD the above-described premises, together with all the tenements, hereditaments, and appurtenances thereunto belonging, unto said GRANTEE and its successors and assigns forever.

And the said GRANTOR, for itself and its successors, does hereby covenant and agree to and with the said GRANTEE, and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this
12th day of June, 2025.

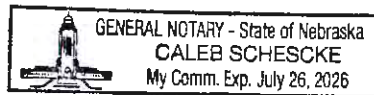
INDIVIDUAL

Camille Cantu
CAMILLE CANTU

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 12th day of June, 2025, before me, a Notary Public, in and
for said County, personally came the above named:
Camille Cantu
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed
to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and
deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

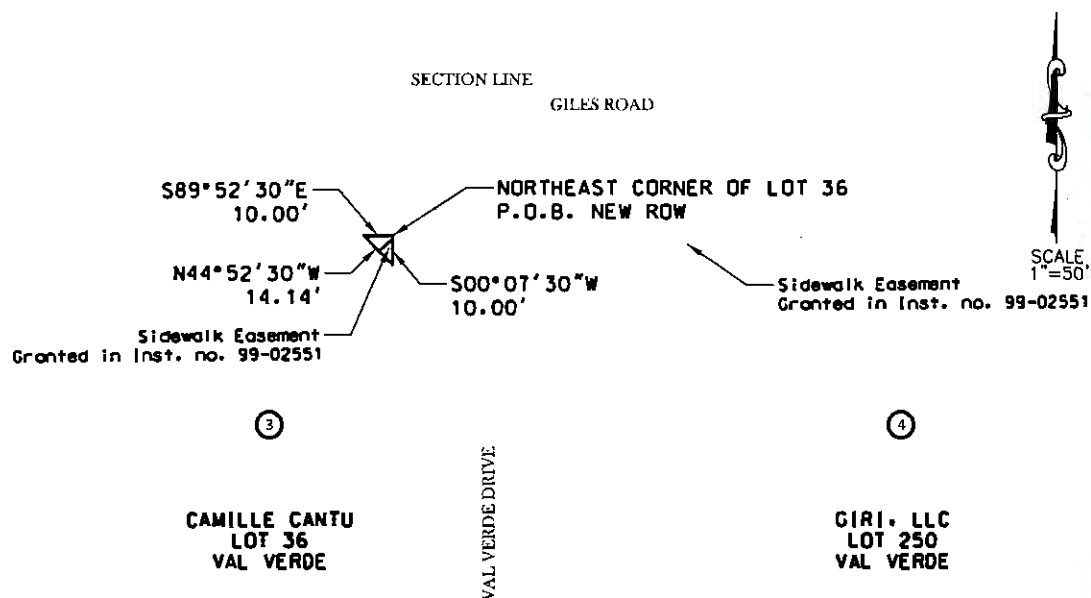




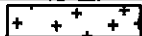

[Signature]
NOTARY PUBLIC

EXHIBIT "A"**NEW ROW LEGAL DESCRIPTION**Property Description:

Part of Lot 36, Val Verde, an Addition to the City of La Vista located in Sarpy County, Nebraska.

Beginning at the Northeast corner of Lot 36, Val Verde Addition; thence along an assumed bearing of S 00°07'30" W, a distance of 10.00 feet along the westerly right-of-way line of Val Verde Drive; thence N 44°52'30" W, a distance of 14.14 feet to a point on the southerly right-of-way line of Giles Road; thence S 89°52'30" E, a distance of 10.00 feet along the southerly right-of-way line of Giles Road to the Point of Beginning, containing an area of 50 sq. feet or 0.001 acres more or less.

**CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT**

Owner(s): CAMILLE CANTU Address: 9902 SOUTH 100TH STREET, LA VISTA, NE 68128		New Right-of-Way: _____ 50 S.F.
		Permanent Easement: _____ S.F.
		Temporary Easement: _____ S.F.
		Existing Right-of-Way: _____ S.F.
Project No. STRT25005		Project Name: 99th and Giles Road Intersection Improvements
Tract No. 3	Date Prepared: 5/1/2025	Revision Date(s): _____
		Page 1 of 1

When recorded return to:
City of La Vista, Nebraska
Pat Dowse, City Engineer
9900 Portal Road
La Vista, Nebraska 68128

FOR OFFICE USE ONLY	
Project #:	20241203
Project Name:	99 th Street & Giles Road - Intersection Improvements
Tract #:	3
Tract Address:	9902 South 100 th Street, La Vista, Nebraska 68128

REAL ESTATE PURCHASE AGREEMENT INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS:

THAT Camille Cantu, a single person

hereinafter known as "GRANTOR", whether one or more, of the County of Sarpy, State of Nebraska, in consideration of the following promises, hereby agrees to donate, grant, bargain, sell, convey, and confirm to the CITY of LA VISTA, NEBRASKA, hereinafter known as "GRANTEE", and GRANTEE agrees to purchase, for the sum of FIVE HUNDRED and NO/100 DOLLARS (\$500.00), and other good and valuable consideration, hereinafter referred to as "CONSIDERATION", the following described real estate situated in the City of La Vista, Sarpy County, Nebraska, to-wit:

SEE ATTACHED RIGHT OF WAY ACQUISITION EXHIBIT

IT IS UNDERSTOOD THAT:

- 1) Said property shall be sold to GRANTEE free and clear of any encumbrances or liens except easements and restrictions of record. A Warranty Deed in due and proper form shall be executed and delivered to GRANTEE upon execution of this Purchase Agreement. Said Warranty Deed shall be prepared by the GRANTEE.
- 2) Said CONSIDERATION herein recited represents the entire CONSIDERATION established as just compensation to be paid by GRANTEE to GRANTOR for the above property, together with all appurtenances and facilities now thereon. Payment of such sum by GRANTEE to GRANTOR shall relieve GRANTEE of all further obligations or claims on this account, except relocation assistance, if any, as required by Federal and State Law.
- 3) GRANTOR further agrees to pay all taxes and assessments which are due and payable and which have become a lien or will become a lien on the above-described property prior to the execution of the aforesaid Warranty Deed, and upon GRANTOR'S failure to do so, GRANTEE may deduct the amount of such unpaid taxes and assessments from the said CONSIDERATION.
- 4) One-Hundred percent (100%) of said CONSIDERATION shall be paid upon execution and delivery of the aforesaid Warranty Deed upon relinquishment of possession by GRANTOR to GRANTEE, and upon the approval of the City Council of La Vista, Nebraska. GRANTEE may deduct any sum due GRANTEE because of unpaid rental and taxes, or because of damages and waste to the above described premises, from the said CONSIDERATION.

- 5) GRANTEE shall be entitled to take possession of the premises upon payment of said consideration recited herein. Possession shall be deemed relinquished upon GRANTOR delivering the keys to the premises to GRANTEE or by notifying GRANTEE in writing that possession is relinquished.
- 6) It is agreed and understood that the GRANTEE is hereby granted an immediate right of entry upon the premises described above.
- 7) Rental agreements and/or modifications or extensions of time pertaining to entry or to possession, if any, shall be made by a separate written AGREEMENT and the time and terms of entry or for taking possession set forth in such a separate AGREEMENT shall prevail.
- 8) The GRANTOR agrees not to encumber the aforementioned property rights, acquisition and/or easement(s), being acquired in any manner, nor create any other interests therein. If any other party shall hold any encumbrance against the aforementioned property rights, acquisition and/or easement(s), being acquired at the time of delivery of the Warranty Deed, such payments are due under this AGREEMENT and may be made to the GRANTOR jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.
- 9) The CONSIDERATION stated herein for the acquisition of said real estate includes any damages to the remaining property, if any, of GRANTOR(S), and the GRANTOR(S) waive(s) the statutory procedure for arriving at damages by reason of any change of grade and waive(s) any damages for any change of grade in the construction of the improvement to which this pertains.
- 10) The above consideration shall cover all damages caused by the GRANTEE'S construction of the above project by the GRANTEE.
- 11) GRANTEE agrees to pay expenses for abstracts of title, release of mortgages, recording fees, and revenue stamps, if required. Real estate taxes for the current year will be prorated as of the date of closing.

**THIS IS A LEGAL AND BINDING AGREEMENT, CONTINGENT UPON THE
FOLLOWING CONDITIONS - PLEASE READ IT.**

The representative of the City of La Vista, Nebraska, in presenting this AGREEMENT has given me a copy and explained all of its provisions. A complete understanding and explanation have been given of the terminology, phrases, and statements contained in this AGREEMENT. It is understood that no promises, verbal agreements or understanding except as set forth in this AGREEMENT will be honored by the City of La Vista, Nebraska. The GRANTEE reserves the absolute right to terminate this AGREEMENT 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 AGREEMENT.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this
12th day of June, 2025.

INDIVIDUAL

CAMILLE CANTU

CAMILLE CANTU

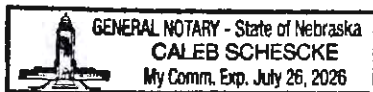
STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 12th day of June, 2025, before me, a Notary Public, in and
for said County, personally came the above named:

Camille Cantu

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed
to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and
deed for the purpose therein stated.

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



[Signature]
NOTARY PUBLIC

CITY OF LA VISTA, NEBRASKA

[Signature]

6/10/2025

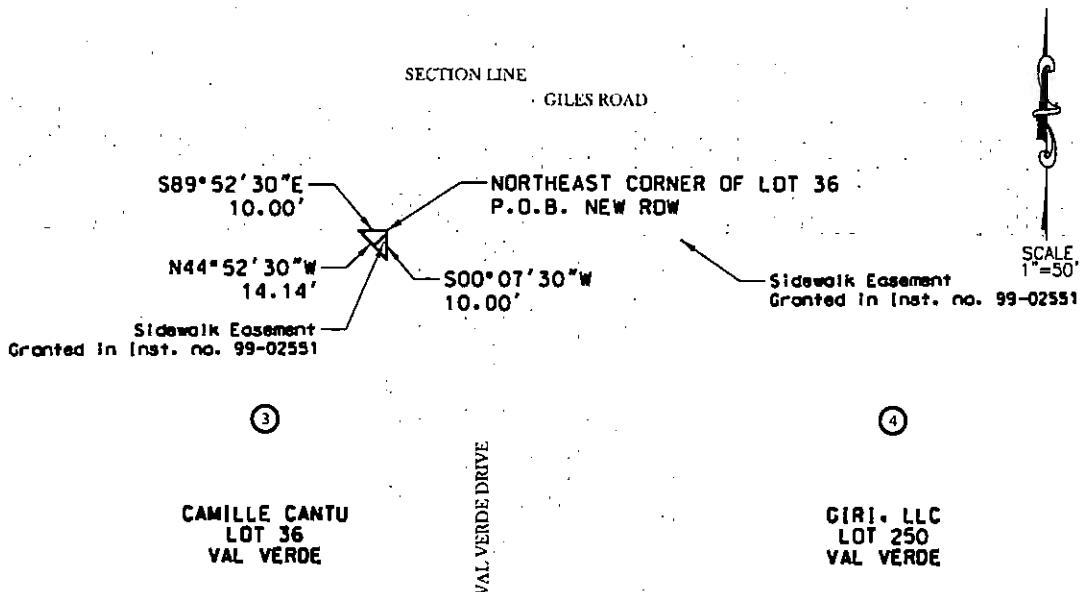
Date

PATRICK M. DOWSE, CITY ENGINEER
(Printed Name/Title)

EXHIBIT "A"**NEW ROW LEGAL DESCRIPTION**Property Description:

Part of Lot 36, Val Verde, an Addition to the City of La Vista located in Sarpy County, Nebraska.

Beginning at the Northeast corner of Lot 36, Val Verde Addition; thence along an assumed bearing of S 00°07'30" W, a distance of 10.00 feet along the westerly right-of-way line of Val Verde Drive; thence N 44°52'30" W, a distance of 14.14 feet to a point on the southerly right-of-way line of Giles Road; thence S 89°52'30" E, a distance of 10.00 feet along the southerly right-of-way line of Giles Road to the Point of Beginning, containing an area of 50 sq. feet or 0.001 acres more or less.



**CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT**

Owner(s): CAMILLE CANTU

Address: 9902 SOUTH 100TH STREET,
LA VISTA, NE 68128

Project No. STRT25005

Tract No. 3

Date Prepared: 5/1/2025

Project Name: 99th and Giles Road Intersection Improvements

Revision Date(s):

Page 1 of 1



New Right-of-Way: _____ 50 S.F.



Permanent Easement: _____ S.F.



Temporary Easement: _____ S.F.



Existing Right-of-Way: _____ S.F.