



June 27, 2025

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

RE: City of La Vista  
99<sup>th</sup> and Giles Road  
Project # 20241203  
Tract #1

Dear Mr. Dowse:

Enclosed are executed copies of the Real Estate Purchase Agreement and Warranty Deed for Tract 1, Centris Federal Credit Union. The authorized representative of the City of La Vista will need to sign the copy of the Real Estate Purchase Agreement. The signed original is to be kept by the City of La Vista and placed in the completed file. A copy of the Real Estate Purchase Agreement 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 a copy of the executed Real Estate Purchase Agreement, a copy of the recorded document, and a check in amount of \$2,450.00 made payable to:**

**Centris Federal Credit Union  
13120 Pierce Street  
Omaha, Nebraska 68144**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [cschescke@midwestrow.com](mailto:cschescke@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 Schescke'.

Caleb Schescke  
Acquisition Agent

Enclosures

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

FOR OFFICE USE ONLY	
Project #:	20241203
Project Name:	99 <sup>th</sup> Street & Giles Road - Intersection Improvements
Tract #:	1
Tract Address:	8250 South 99th Street, La Vista, Nebraska 68128

## REAL ESTATE PURCHASE AGREEMENT INDIVIDUAL

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT CENTRIS FEDERAL CREDIT UNION**

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 TWO THOUSAND, FOUR HUNDRED FIFTY and NO/100 DOLLARS (\$2,450.00), 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, 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 26 day of June, 2025.

## **CORPORATE ACKNOWLEDGMENT**

## CENTRIS FEDERAL CREDIT UNION

**AUTHORIZED OFFICER:**

**AUTHORIZED OFFICER:**

Amitha

Ann M. Helm, Executive Vice President

(Printed Name and Title)

(Printed Name and Title)

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

(Corporate Seal)

On this 26 day of June, 2025, before me, a Notary Public, in and for said County, personally came:

Ann Helm  
(Name)

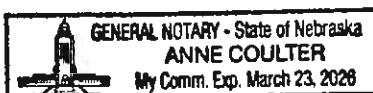
Executive Vice President  
(Title)

and \_\_\_\_\_  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_

of Centris Federal Credit Union, 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.

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**NOTARY PUBLIC**

## **CITY OF LA VISTA, NEBRASKA**



7/3/2025

Date

PATRICK M. DOWNE CITY ENGINEER  
(Printed Name/Title)

(Printed Name/Title)

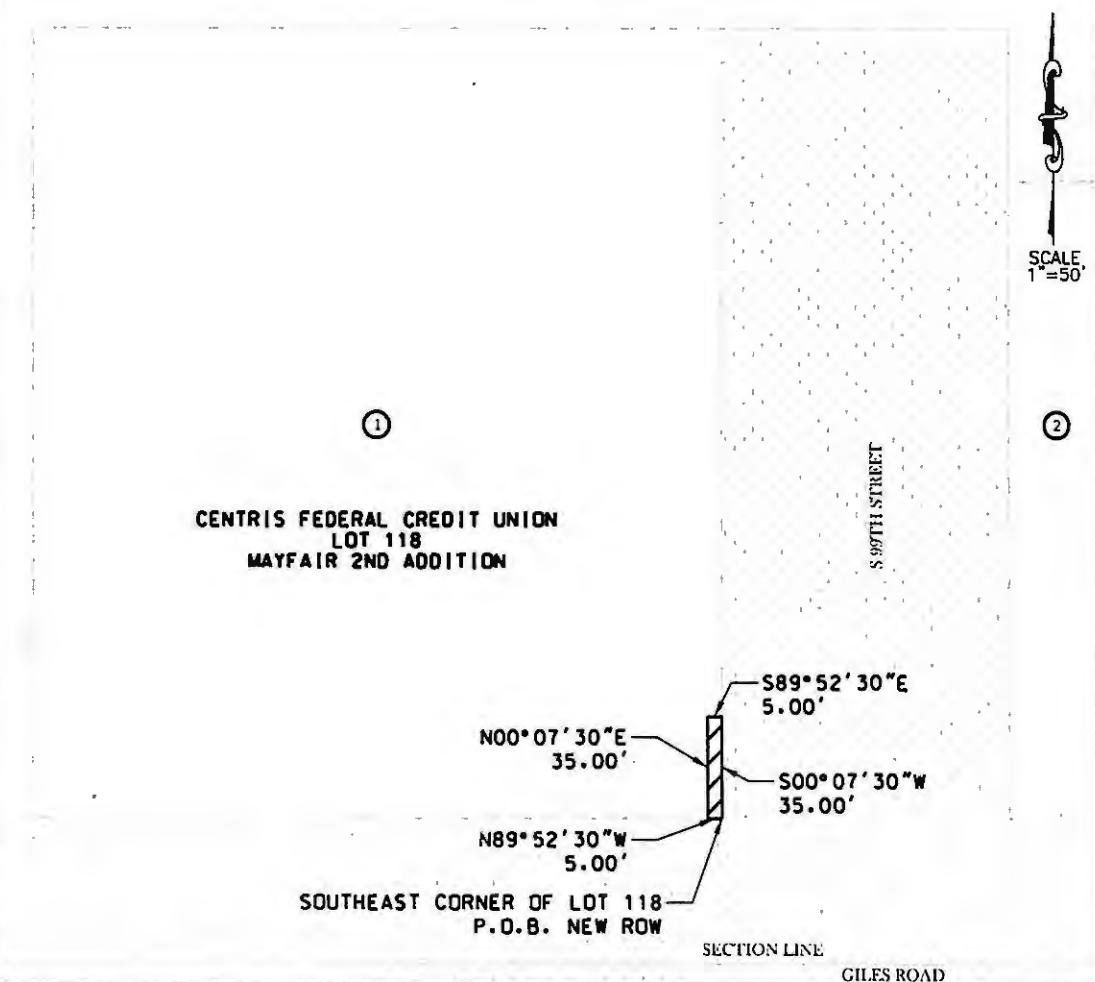
## EXHIBIT "A"

## NEW ROW LEGAL DESCRIPTION

## Property Description:

Part of Lot 118, Mayfair 2nd Addition, an Addition to the City of La Vista located in Sarpy County, Nebraska.

Beginning at the Southeast corner of Lot 118, Mayfair 2nd Addition; thence along an assumed bearing of N 89°52'30" W, a distance of 5.00 feet along the northerly right-of-way line of Giles Road; thence N 00°07'30" E, a distance of 35.00 feet; thence S 89°52'30" E, a distance of 5.00 feet to a point on the westerly right-of-way line of S 99th Street; thence S 00°07'30" W, a distance of 35.00 feet along the westerly right-of-way line of S 99th Street to the Point of Beginning, containing an area of 175 sq. feet or 0.004 acres more or less.



**CITY OF LA VISTA**  
**PUBLIC WORKS DEPARTMENT**

Owner(s): CENTRIS FEDERAL CREDIT UNION	New Right-of-Way: _____ 175 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. 1	Date Prepared: 5/1/2025
	Revision Date(s):
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