

PERMANENT EASEMENT

89-01592

KNOW ALL MEN BE THESE PRESENTS:

THAT Riviera Properties hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the Sum of _____ Dollars (\$) and other valuable consideration, the receipt of which is hereby acknowledges, does hereby grant and convey unto the CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Drainageway

and appurtenances thereto, on, through, and under the parcel of land described as follows, to-wit:

Part of Lot 1, 1st Addition to Terrace Heights, a Subdivision located in Sarpy County, Nebraska. See attached sheets.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or using said Improvement at the will of the CITY. The GRANTOR may, following construction of said Improvement continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purpose herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include land-scaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easements shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Improvement, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premise to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 19 day of October A.D., 1988.

[Signature]

FILED SARPY CO. NE.
INSTRUMENT NUMBER
89-01592

1989 FEB -8 PM 12:09

[Signature]
REGISTER OF DEEDS

INDEXED _____
PAGE _____
GRANTEE _____
GRANTOR _____
FILED _____
CHECKED _____
FEB 8 _____
2550

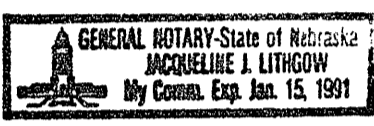
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS

On this 19 day of Oct, 1988, before me a Notary Public, in and for said County, personally came the above named: DAVID L. VAN LINDY

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 date aforesaid.



Jacqueline J. Lithgow
NOTARY PUBLIC

My Commission expires 1-15-91

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF) SS

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came _____ President of

a _____ Corporation, and _____ Secretary of said Corporation,

to me personally known to be the President and Secretary respectively 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 at Omaha in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires _____

89-01592B

TRACT NO. _____
PROJECT _____
LEGAL OWNER _____

TRACT DESCRIPTION

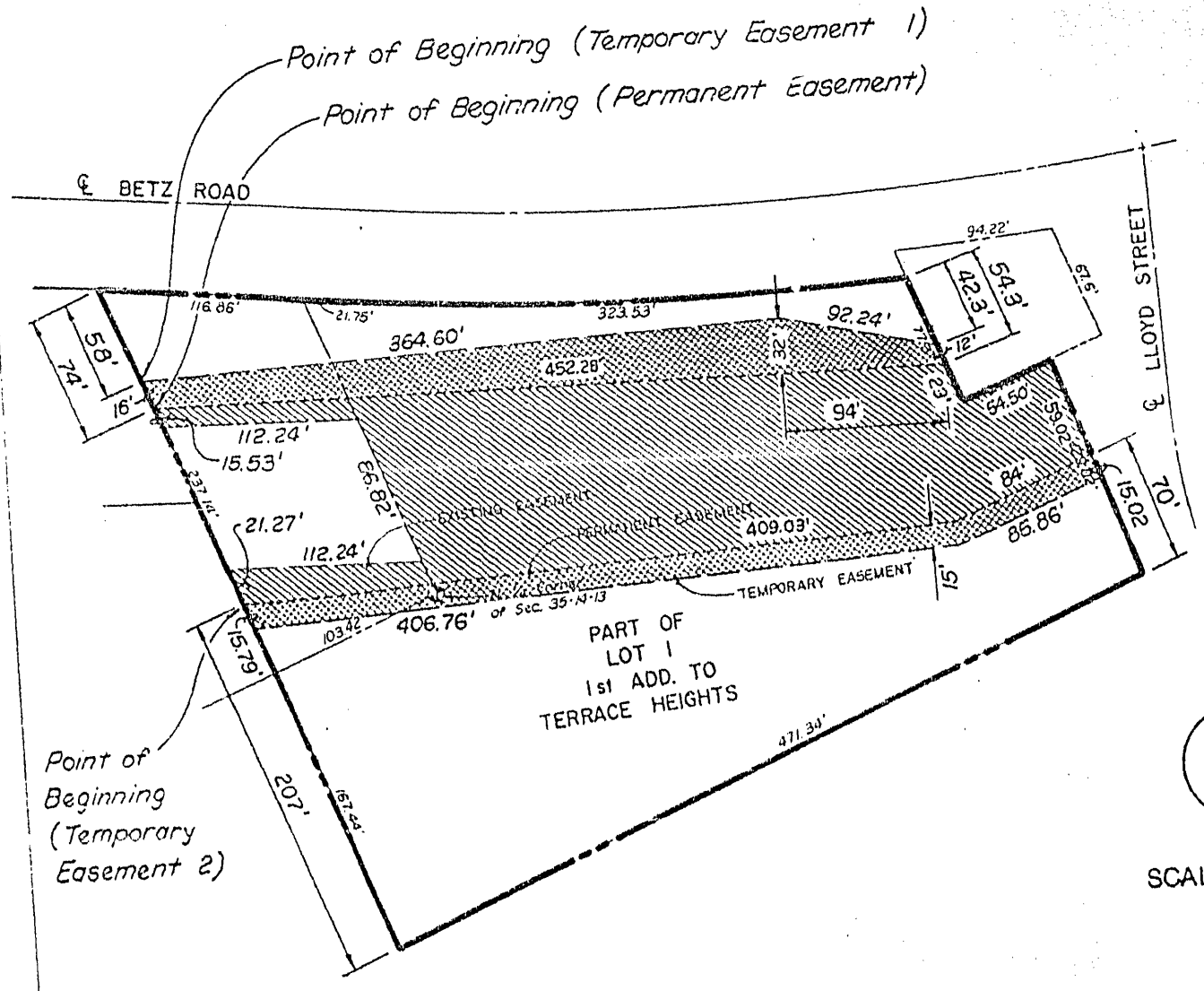
(See Attached Sheet)

EASEMENT DESCRIPTIONS

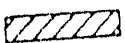
PERMANENT EASEMENT
(See Attached Sheet)


TEMPORARY EASEMENT

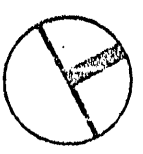
(See Attached Sheet)



LEGEND

 PERMANENT EASEMENT

 TEMPORARY EASEMENT



SCALE : 1" = 100'

89-01592C

TRACT DESCRIPTION

A part of Lot 1, first addition to Terrace Heights, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, being more particularly described as follows:

Beginning at the southwesterly property corner of Lot 1, first addition to Terrace Heights; thence north $28^{\circ}56'$ East (assumed bearing) along the westerly property line of said Lot 1 (A.K.A. the easterly right-of-way line of Betz Road), a distance of 138.61 feet to a point of curvature; thence northeasterly along a 2170.35 foot radius curve to the left (said curve A.K.A. the westerly property line of Lot 1 and the easterly right-of-way line of Betz Road), an arc distance of 323.53 feet (having a chord distance of 323.23 feet and bearing north $23^{\circ}25'54''$ east); thence south $87^{\circ}12'$ east, a distance of 77.3 feet; thence north $0^{\circ}12'$ west, a distance of 54.5 feet to a point located on the northerly property line of said Lot 1; thence south $87^{\circ}42'$ east along the said northerly property line of Lot 1 (A.K.A. the southerly right-of-way line of Lloyd Road), a distance of 129.02 feet; thence south $0^{\circ}22'$ east, a distance of 471.34 feet to a point located on the southerly property line of said Lot 1; thence north $88^{\circ}53'$ west along the said southerly property line of Lot 1, a distance of 404.58 feet to the point of beginning.

EASEMENT DESCRIPTIONS

PERMANENT EASEMENT

Beginning at a point on the southerly property line of the above described Tract, said point being 74 feet east of the southwest corner of said Tract; thence $N22^{\circ}52'49''E$, a distance of 452.26 feet to a point on the northerly property line of said tract, said point being 54.3 feet east of the northwest corner of said tract; thence $S87^{\circ}12'00''E$, a distance of 23 feet, along said northerly property line; thence $N0^{\circ}12'00''W$, a distance of 54.50 feet, along said northerly property line; thence $S87^{\circ}42'00''E$, a distance of 59.02 feet, along said northerly property line (A.K.A. the southerly right-of-way (ROW) line of Lloyd Street); thence $S0^{\circ}42'00''E$, a distance of 84 feet; thence $S19^{\circ}16'32''W$, a distance of 409.03 feet to a point on the southerly property line of said tract; thence $N88^{\circ}52'52''W$, a distance of 21.27 feet, along said southerly property line; thence $N23^{\circ}59'17''E$, a distance of 112.24 feet; thence $N88^{\circ}52'52''W$, a distance of 86.82 feet; thence $S23^{\circ}59'17''W$, a distance of 112.24 feet to a point on said southerly property line; thence $N88^{\circ}52'52''W$, a distance of 15.53 feet, along said southerly property line, to the point of beginning.

89-01592D

TEMPORARY EASEMENTS

1) Beginning at a point on the southerly property line of the above described tract, said point being 58 feet east of the southwest corner of said tract; thence $N20^{\circ}11'08''E$, a distance of 364.60 feet; thence $N35^{\circ}52'03''E$, a distance of 92.24 feet to a point on the northerly property line of said tract, said point being 42.3 feet east of the northwesterly corner of said tract; thence $S87^{\circ}12'00''E$, a distance of 12 feet, along said northerly property line of said tract; thence $S22^{\circ}52'49''W$, a distance of 452.26 feet to a point on said southerly property line of said tract; thence $N88^{\circ}52'52''W$, a distance of 16 feet, along said southerly property line, to the point of beginning.

2) Beginning at a point on the southerly property line of the above described tract, said point being 207 feet west of the southeast corner of said tract; thence $N19^{\circ}16'32''E$, a distance of 409.03 feet; thence $N0^{\circ}42'00''W$, a distance of 84 feet to a point on the northerly property line of said tract, said point being 70 feet west of the northeast corner of said tract; thence $S87^{\circ}42'00''E$, a distance of 15.02 feet, along said northerly property line; thence $S0^{\circ}42'00''E$, a distance of 85.86 feet; thence $S19^{\circ}16'32''W$, a distance of 406.76 feet to a point on said southerly property line of said tract; thence $N88^{\circ}52'52''W$, a distance of 15.79 feet, along said southerly property line, to the point of beginning.