

PERMANENT EASEMENT

89-01593

KNOW ALL MEN BE THESE PRESENTS:

THAT William & Phyllis James 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 A located at the southeast corner of Betz Road & Lloyd Streets in the South 1/2 of Section 26, T14N, R13E, Bellevue, Sarpy County, Nebraska. See attached sheet.

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 _____ day of _____ A.D., 19____.

William James
William James
Phyllis James
Phyllis James

INDEXED _____
SEARCHED _____
GRANTED _____
GRANTOR _____
FILED _____
CHECKED _____
FEB 8 1550

FILED SARPY CO. NE.
INSTRUMENT NUMBER
89-01593
1999 FEB -8 PM 12:10

REGISTER OF DEEDS

01593

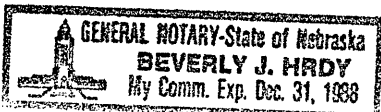
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 28th day of October, 19 88, before me a Notary Public, in and for said County, personally name the above named: William & Phyllis James

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.



Beverly Hardy
NOTARY PUBLIC

My Commission expires December 31, 1988

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

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

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.

NOTARY PUBLIC

My Commission expires _____

89-01573B

TRACT NO. _____

PROJECT _____

LEGAL OWNER _____

TRACT DESCRIPTION

Lot A located at the southeast corner of Betz Road and Lloyd Street in the S. 1/2 of Section 26, T14N, R13E, Bellevue, Sarpy County, Nebraska.

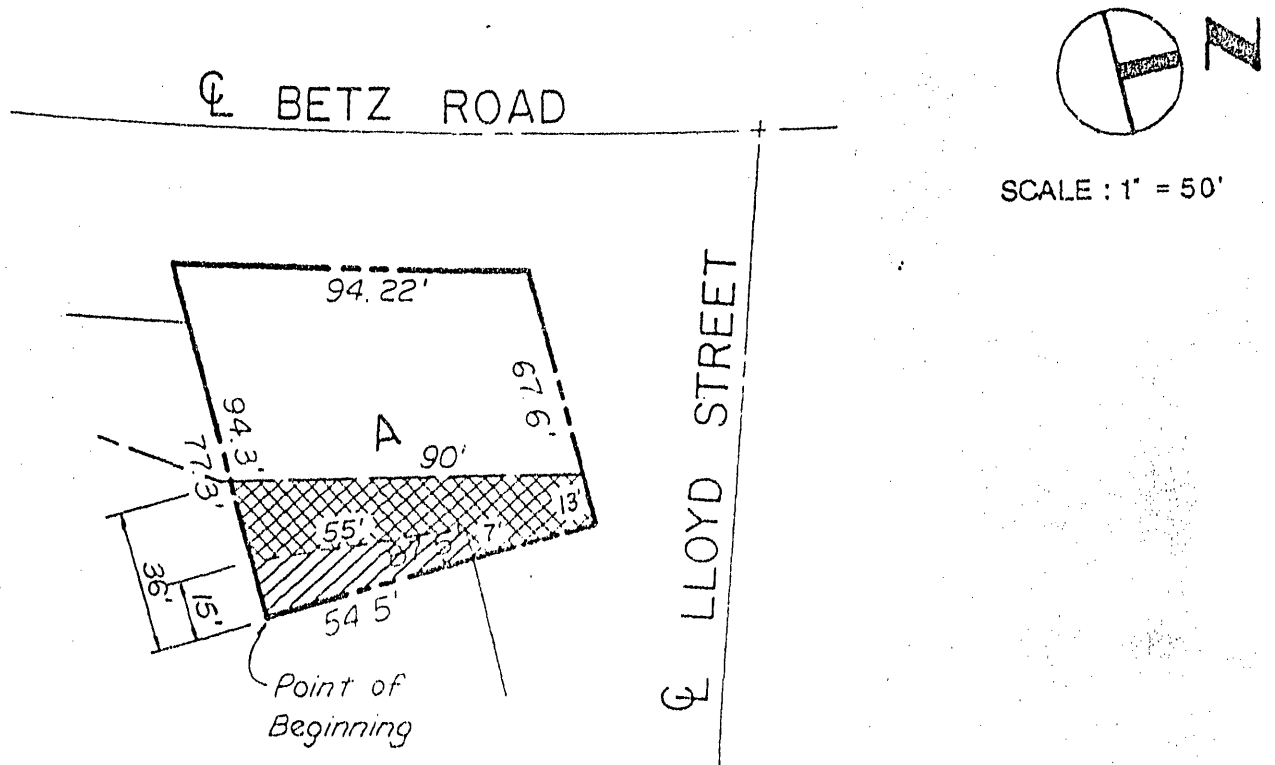
EASEMENT DESCRIPTIONS

PERMANENT EASEMENT

Beginning at the southeast corner of said Lot A, thence westerly along the southerly property line 15 feet to a point, thence northerly 55 feet to a point, said point being 7 feet west of the easterly property line of said Lot A, thence easterly 7 feet to a point on said easterly property line, thence southerly 54.5 feet along said easterly property line to the point of beginning.

TEMPORARY EASEMENT

Beginning at the southeast corner of said Lot A, thence westerly along the southerly property line 36 feet to a point, thence northerly 90 feet to a point on the northerly property line, said point being 13 feet westerly of the northeast corner of said Lot A, thence easterly 13 feet to the northeast corner of said Lot A, thence south 87.5 feet to the point of beginning. Excluding said permanent easement tract.



LEGEND

PERMANENT EASEMENT

TEMPORARY EASEMENT