

PERMANENT EASEMENT

Pleasantview Berean Fundamental Church of Bellevue, NE (hereinafter "Grantor" whether one or more), for and in consideration of the construction and maintenance of a retaining wall as described herein by the City of Bellevue (hereinafter the "City"), a municipal corporation, and other valuable consideration, grants and conveys to the City, and its successors and assigns, an easement (hereinafter the "Easement") for the purposes hereinafter set forth in, through and under the Easement Area described on Exhibit "A" attached hereto and made a part hereof.

1. The City shall have the right to construct, inspect, and maintain a road and retaining wall over and/or under the Easement Area at the will of the City. The City shall have a continuing right of access to the Easement Area to enable the City to exercise its rights hereunder. This Easement is for the benefit of the City and any contractor, agent, employee or representative of the City.

2. Grantor may, following construction of said road and retaining wall, continue to use the surface of the Easement Area for any purpose not inconsistent with the rights herein granted, provided that Grantor shall not construct or maintain any building, structure, or other object on the Easement Area without the City's prior written consent.

3. The City will replace, rebuild, or repair any damage to the Easement Area caused by its construction or maintenance of said road and retaining wall including fences, sod, and driveways. Upon completion of the initial construction of the road and retaining wall, the City shall leave the Easement Area in a neat and orderly condition.

4. Grantor warrants that he/she is the owner in fee of the Easement Area and that he/she has the right to grant and convey this easement. This easement runs with the land and is permanent in duration.

5. This instrument contains the entire agreement of the parties, and 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 set forth herein.

Dated this 29 day of June, 1992.

James P. Jost
James P. Jost
Grantor
David F. Newell
David F. Newell
Grantor

STATE OF NEBRASKA)
)SS.
COUNTY OF SARPY)

See terms of this agreement on the reverse of this form.

Before me, a Notary Public qualified for said County, personally came *David F. Newell and James P. Jost* known to me to be the identical person(s) who signed the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on *June 29*, 1992.

Debbie A. Galecke
Notary Public



My Commission

cb

92-13748A.

Pleasantview Berean Fundamental Church of Bellevue, Nebraska, a non-profit corporation of Nebraska, grants permanent easement of said property according to this contractual agreement with the following condition: that a curb cut be provided 200 feet east of the 25th street and Chandler Road intersection on the north side of Chandler Road. This cut would be located east of the property line of lot 1E3 giving access to lot 1A.

92-13748B

PROJECT NO: M-5020(5)

TRACT NO.: 17

OWNER(S): PLEASANTVIEW BEREAN CHURCH

MAILING ADDRESS: 7608 S. 25TH STREET

R.O.W. ACQUISITION:
36 SQ. FT. OR .0008 ACRES

TEMPORARY EASEMENT
NONE

LOTS 1A, 1E1, 1E3 & 1C, CHANDLER HILLS, [REDACTED]




NEW R.O.W. DESCRIPTION

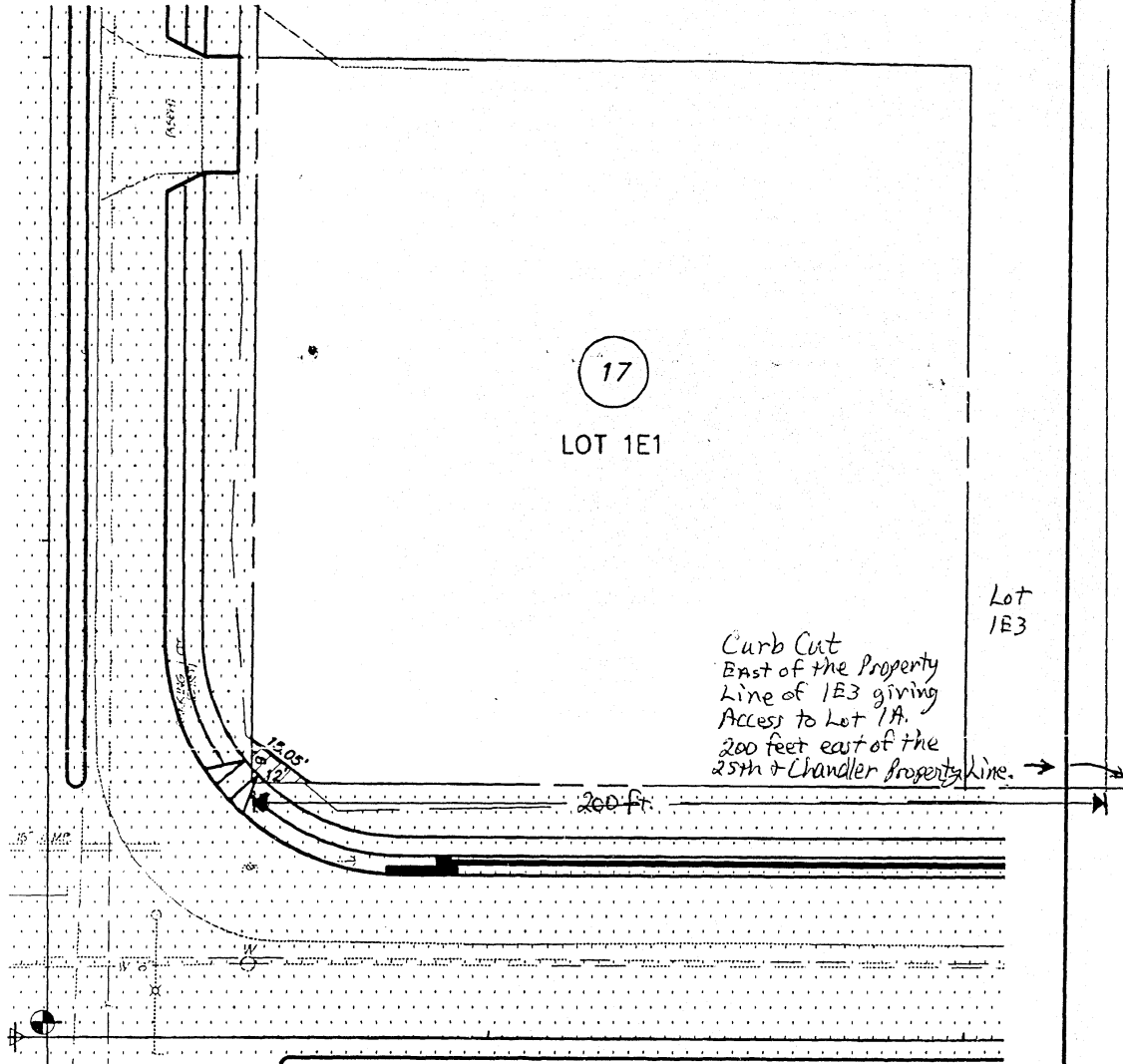
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1E1 OF CHANDLER HILLS IN SARPY COUNTY, NEBRASKA; THENCE NORTH 6 FEET ALONG THE WEST PROPERTY LINE TO A POINT; THENCE SOUTHEASTERLY 15.05 FEET ALONG A STRAIGHT LINE TO A POINT; THENCE WEST 12 FEET TO THE PLACE OF BEGINNING CONTAINING 36 SQUARE FEET OR .0008 ACRES.

92-13748 C

Exhibit "A"



- LEGEND
-  TEMPORARY EASEMENT
 -  NEW R.O.W.
 -  EXISTING R.O.W.



FILED SARI...
 INSTRUMENT NUMBER
92-013748

92 Jul - 8 PM 2:22

Carol A. Davis
 REGISTER OF DEEDS

Proof	<u>D.P.</u>
D.E.	<u>P</u>
Verify	<u>M</u>
Filmed	<u>P</u>
Checked	<u>P</u>
Fee \$	<u>20.50</u>