


COUNTER JS C.E. JS  
 VERIFY JS D.E. JS  
 PROOF \_\_\_\_\_  
 FEES \$ 46.00  
 CHECK# \_\_\_\_\_  
 CHG PAY CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 SHORT \_\_\_\_\_ MGR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER  
 2013-37067  
 12/12/2013 1:26:18 PM  
*Lloyd J. Dowding*  
 REGISTER OF DEEDS




**THIS PAGE ADDED  
 FOR RECORDING  
 INFORMATION.**

**DOCUMENT STARTS ON  
 NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
 Steven J. Stastny, Deputy  
 1210 GOLDEN GATE DRIVE, # 1230  
 PAPHILLION, NE 68046-2842  
 402-593-5773

*vid  
 Neeraj Agarwal*

*Bin* →

Record & Return To:  
Adams & Sullivan, P.C., L.L.O.  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

CITY OF BELLEVUE  
CONDITIONAL USE PERMIT  
LOT 2, TURNER'S FIRST ADDITION,  
LOCATED IN THE NORTHWEST ¼ OF SECTION 15, T14N, R13E OF THE 6<sup>TH</sup> P.M.,  
SARPY COUNTY, NEBRASKA

Conditional Use Permit for Arun Agarwal

This Conditional Use Permit issued this 14<sup>th</sup> day of October, 2013 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Arun Agarwal ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Pleasantview Berean Fundamental Church of Bellevue is the legal owner of Lot 2, Turner's First Addition, located in the Northwest ¼ of Section 15, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, consisting of approximately 3.7 acres, more or less ("Property"). Applicant desires to use the Property for commercial development by maintaining a self-storage facility on the Property; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

**Conditions of Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
  - a. A site plan showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A".



- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
  - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
  - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
  - c. Applicant may maintain a self-storage facility on the Property.
  - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
  - e. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to commence construction of the buildings within the time provide by Section 3(b) above.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
  - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same, Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

7. If any provisions, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

8. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

ELW

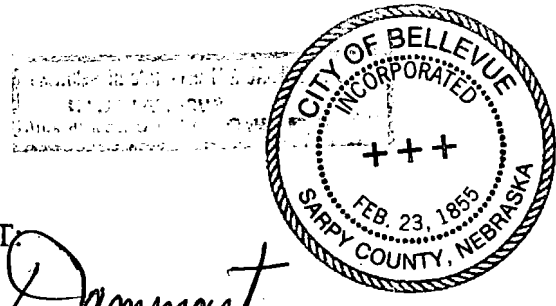
d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

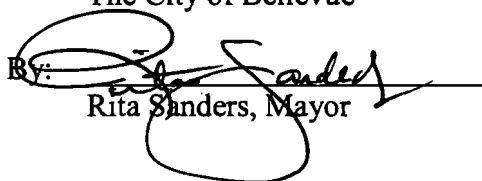
Arun Agarwal  
c/o Neeraj Agarwal  
105 North 31<sup>st</sup> Avenue  
Omaha, NE 68131

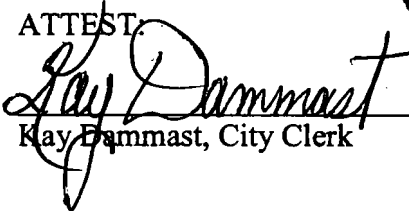
e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.



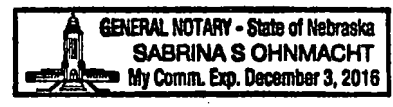
The City of Bellevue  
BY:   
Rita Sanders, Mayor

ATTEST:  
  
Kay Dammast, City Clerk

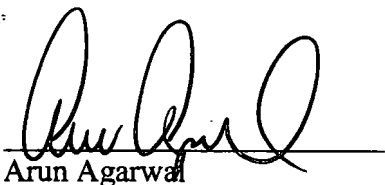
STATE OF NEBRASKA     )  
  )SS:  
COUNTY OF SARPY     )

The undersigned, a notary public qualified in and for said county, does hereby certify that Rita Sanders and Kay Dammast, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this 14<sup>th</sup> day of October, 2013.



  
Notary Public

  
Arun Agarwal

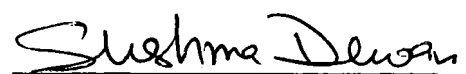
2013-37067

E

STATE OF NEBRASKA        )  
  )SS:  
COUNTY OF Douglas)

The undersigned, a notary public qualified in and for said county, does hereby certify that Arun Agarwal signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this 31<sup>st</sup> day of October, 2013.

  
Notary Public

