

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
W02 49098

2002 NOV 27 A 9:57 AM

*Glenn J. Lawling*

REGISTER OF DEEDS \_\_\_\_\_ space above reserved for recording \_\_\_\_\_

Counter AKM  
Verify [Signature]  
D.E. [Signature]  
Proof [Signature]  
Fee \$ 10.50  
Ck  Cash  Chg  TD

**PERMANENT EASEMENT**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, CHANDLER-KENNEDY SHOPPING CENTER, L.L.C. (the "Grantor(s)"), hereby grants, transfers and conveys to the CITY OF BELLEVUE, NEBRASKA, a municipal corporation ("Grantee") its successors and assigns a permanent easement in, through, over and under the parcel of land described as follows:

See exhibit attached hereto and by reference made a part hereof for the legal descriptions of the easement area, hereinafter referred to as the Easement Area,

on which the Grantee may construct, reconstruct, maintain and repair, a sanitary sewer line. Grantee shall have the right of ingress and egress upon said Easement Area at any time to inspect, construct, reconstruct, maintain and repair said structure. This Easement is also for the benefit of any contractor, agent, employee or representative of the Grantee.

Grantor may, following construction of said improvement, 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 Permanent Easement Area without the Grantee's written consent.

Grantee will replace, rebuild, or repair any damage to the Easement Area caused by its construction or maintenance of said structure.

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

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 Grantee or its agents or employees except as set forth herein.

Dated this 31<sup>ST</sup> day of JULY, 2002.

JEFFREY L. PETERSON  
Print Name of REPRESENTATIVE OF  
CHANDLER-KENNEDY SHOPPING CENTER, L.L.C.  
[Signature]  
Signature of REPRESENTATIVE OF  
CHANDLER-KENNEDY SHOPPING CENTER, L.L.C.

State of NEBRASKA  
County of DOUGLAS

Before me, a Notary Public qualified for said County personally came CHANDLER-KENNEDY SHOPPING CENTER, L.L.C. 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 JULY 31 2002.

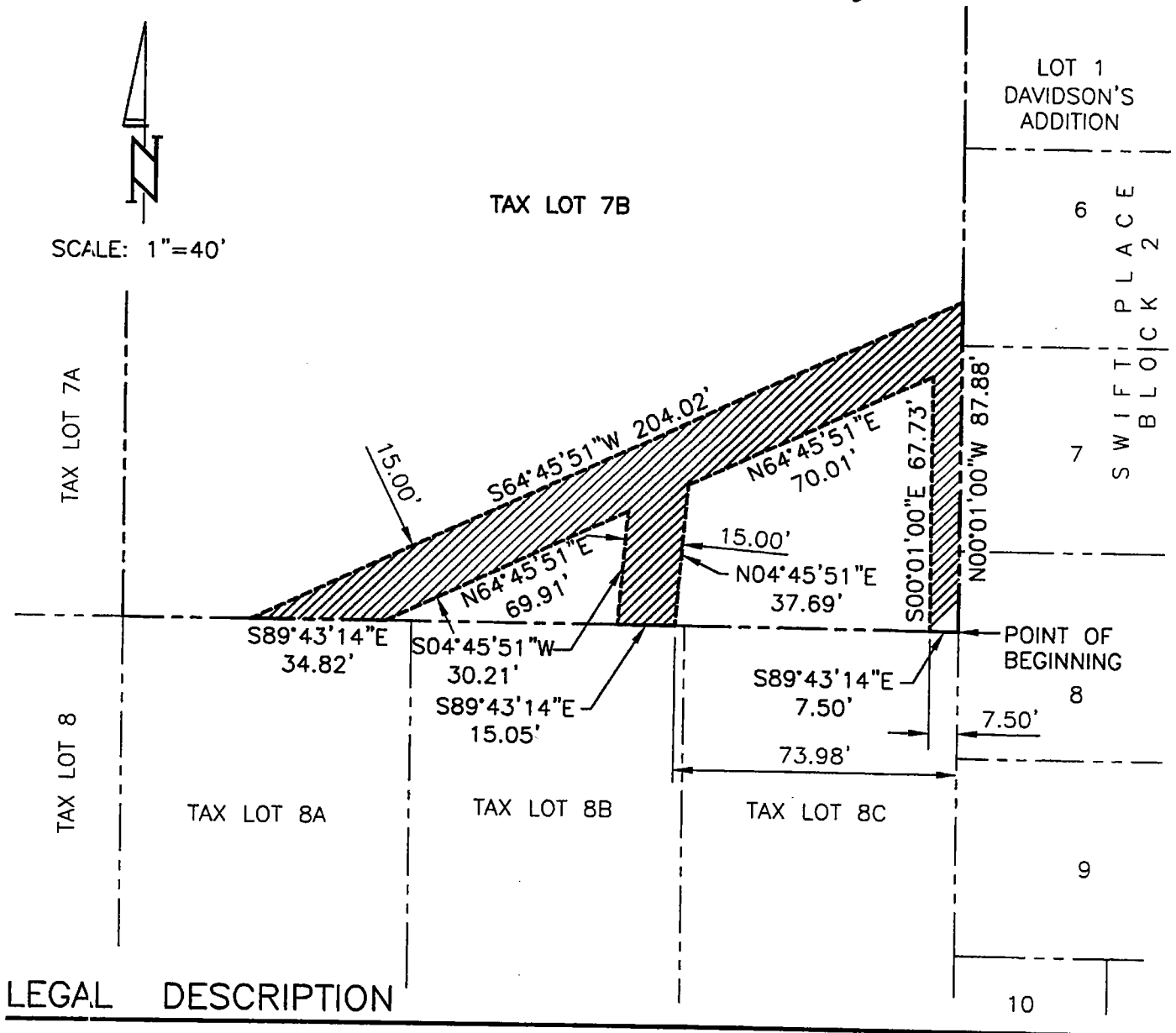
Joseph C. Franco  
Notary Public

TD<sup>2</sup> File No. 1209-101.26

49098



2002-49098A



**LEGAL DESCRIPTION**

THAT PART OF TAX LOT 7B IN THE NW 1/4 OF SECTION 15, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID TAX LOT 7B; THENCE N00°01'00"W (ASSUMED BEARING) 87.88 FEET ON THE EAST LINE OF SAID TAX LOT 7B; THENCE S64°45'51"W 204.02 FEET TO THE SOUTH LINE OF SAID LOT 7B; THENCE S89°43'14"E 34.82 FEET ON THE SOUTH LINE OF SAID TAX LOT 7B TO A POINT 149.75 FEET FROM THE SE CORNER THEREOF; THENCE N64°45'51"E 69.91 FEET; THENCE S04°45'51"W 30.21 FEET TO THE SOUTH LINE OF SAID TAX LOT 7B; THENCE S89°43'14"E 15.05 FEET ON THE SOUTH LINE OF SAID TAX LOT 7B TO A POINT 73.98 FEET FROM THE SE CORNER THEREOF; THENCE N04°45'51"E 37.69 FEET; THENCE N64°45'51"E 70.01 FEET; THENCE S00°01'00"E 67.73 FEET ON A LINE 7.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TAX LOT 7B TO THE SOUTH LINE THEREOF; THENCE S89°43'14"E 7.50 FEET ON THE SOUTH LINE OF SAID LOT 7E TO THE POINT OF BEGINNING.

CONTAINING 3802 SQUARE FEET MORE OR LESS

CITY OF BELLEVUE TD2 FILE NO.: 1209103EASEL.DWG DATE: JULY 3, 2002  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

R&R.