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SARPY

98-22320

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-022320
98 AUG 12 AM 11:07

Counter [Signature]
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 20.50
Ck Cash Chg

[Signature]
REGISTER OF DEEDS

Recd

WHEN RECORDED, PLEASE RETURN TO: Joseph Polack, 11404 West Dodge Road, Suite 420, Omaha, Nebraska 68154

PERMANENT LANDSCAPE BUFFERYARD EASEMENT AGREEMENT

THIS PERMANENT LANDSCAPE BUFFERYARD EASEMENT AGREEMENT ("Easement Agreement") is executed this 11th day of August, 1998, by and between South Hills Apartments, L.P., a Nebraska limited partnership ("Grantor") and Schworer Motor Company, a Nebraska corporation ("Grantee"),

WITNESSETH:

A. Grantor is the owner of Lot 1, Bellevue Business Park Replat V, an Addition to the City of Bellevue, as surveyed, platted and recorded, Sarpy County, Nebraska (the "Grantor Property").

B. Grantee is the owner of Lot 1, Bellevue Business Park Replat VI, an Addition to the City of Bellevue, as surveyed, platted and recorded, Sarpy County, Nebraska (the "Grantee Property") which adjoins the Grantor Property along the easterly and northerly property lines of the Grantor Property.

C. Grantor has agreed to grant to Grantee a Permanent Landscape Bufferyard Easement over, upon and across a portion of the Grantor Property for the benefit of the Grantee Property, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby grant to Grantee a Permanent Landscape Bufferyard Easement over, upon and across that portion of the Grantor Property more particularly described and shown on Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Property").

1. The Easement Property, as the servient estate, shall be used only for the purposes hereinafter set forth and as a benefit to and for the Grantee Property, as the dominant estate.

022320

2. Grantee agrees to plant such trees and other plantings upon the Easement Property as shall be shown on a Landscape Plan to be submitted to, and approved by Grantor and the City of Bellevue, Nebraska. Any damage to the Grantor Property or adjacent property of Grantor by or during such planting shall be repaired by Grantee.

3. Grantee, its employees, contractors, agents, licensees, successors and assigns are hereby granted the right of reasonable access to and from the Easement Property for the purpose of creating, installing, maintaining, repairing, replacing, renewing and preserving any such landscaping, plant materials, trees and other vegetation as shall be installed upon the Easement Property.

4. Notwithstanding anything contained herein to the contrary, it shall be the obligation of Grantor to perpetually mow, fertilize, prune and water the Easement Property as reasonably necessary so as to maintain such landscaping, plant materials, trees and vegetation in good condition and appearance. Any replanting required for any reason shall be the obligation of Grantee.

5. The Easement herein granted shall run with the land perpetually, and shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective successors, transferees and assigns.

6. No waiver of any breach of any of the provisions contained herein shall be construed as to constitute a waiver of any other breach or a waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement, covenant or agreement.

7. The acceptance and agreement to each of the terms and provisions of this Easement Agreement shall be conclusively evidenced by the recording of this document in the office of the Register of Deeds of Sarpy County, Nebraska.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Permanent Landscape Bufferyard Easement Agreement as of the date and year first above written.

South Hills Apartments, L.P., a Nebraska limited partnership - Grantor

By: D-H Bellevue, Inc., a Nebraska corporation - General Partner

By: B. D. S. S. S.

Title: President

98-22320B

Schworer Motor Company, a Nebraska corporation - Grantee

By: *Dennis R. Schworer*
Dennis R. Schworer - President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of August, 1998, by Bradly L. Lee, the President of D-H Bellevue, Inc., a Nebraska corporation, on behalf of said corporation, General Partner of South Hills Apartments, L.P., a Nebraska limited partnership, on behalf of said limited partnership.



Kathryn S. Buckley
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 11th day of August, 1998, by Dennis R. Schworer, the President of Schworer Motor Company, a Nebraska corporation, on behalf of said corporation.

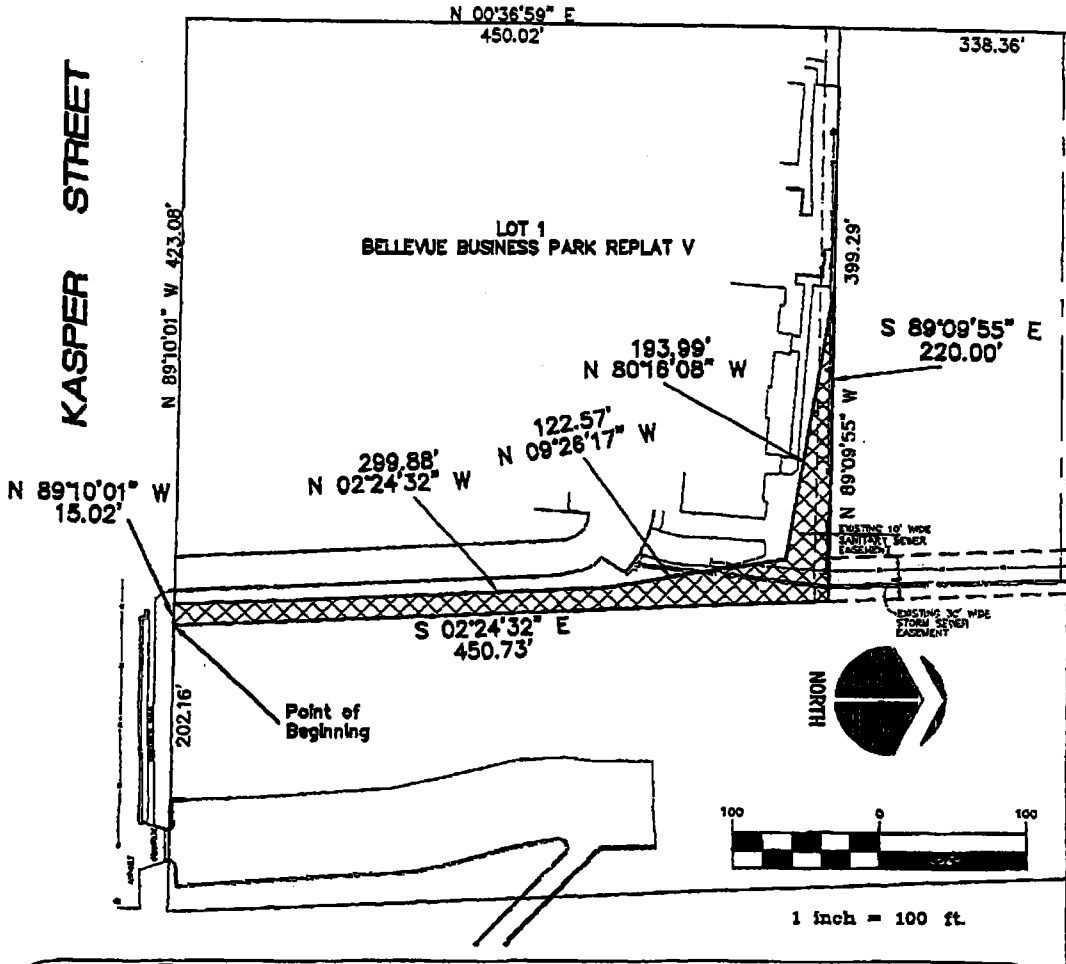


Joseph Polack
Notary Public

98-22320^{R-2}

EXHIBIT 'A'
PERMANENT LANDSCAPE BUFFERYARD EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BELLEVUE BUSINESS PARK REPLAT V; THENCE N 89°10'01" W (ASSUMED BEARING), 15.02' ALONG THE NORTH R.O.W. OF KASPER STREET; THENCE N 02°24'32" W, 299.88 FEET; THENCE N 09°26'17" W, 122.57 FEET; THENCE N 80°16'08" W, 193.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE S 89°09'55" E, 220.00 ALONG THE NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 02°24'32" E, 450.73 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



DESIGNED:

DRAWN: RDH

DATE: 07/13/98 PROJECT NO.S: SATURN/LNDSCEX8

SHEET NO.



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1008 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1

PLEASE RETURN TO:
LAND TITLE SERVICES, INC.
1320 S 119th ST
OMAHA, NE 68144

95-04312

PERMANENT SANITARY SEWER EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, South Hills Apartments L.P., a Nebraska Limited Partnership (the "Grantor"), hereby grants, transfers and conveys to the THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation (the "Grantee") its successors and assigns a permanent sanitary sewer easement in, through, over and under the parcel of land described as follows:

THE NORTH 15.00 FEET OF LOT 1, BELLEVUE BUSINESS PARK REPLAT V, AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

on which the Grantee may construct, reconstruct, maintain and repair a sanitary sewer line. Grantee shall have the right to enter upon said Easement Area at any time to inspect, construct, reconstruct, maintain and repair said sanitary sewer line. 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 sanitary sewer line.

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.

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.

Counter SW Dated this 24TH day of MARCH, 1995.

Verify M
D.E. SV
Proof _____
Film _____
Mail _____
Fee # 10.50
Ck Cash Cng

Grantor: South Hills Apartments L.P.
a Nebraska Limited Partnership

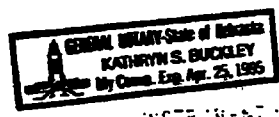
Bradley L. Lee
By: Bradley L. Lee, VICE PRESIDENT
D-H BELLEVUE, INC. GENERAL PARTNER

State of Nebraska)
)ss.
County of Douglas)

Before me, a Notary public qualified for said County personally came Bradley L. Lee known to me to be the identical person who signed the foregoing Easement and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on March 24, 1995.

Kathryn S. Buckley
Notary Public



INSTRUMENT NUMBER
95-04312

95 APR -6 AM 8:24

Sherry J. ...
RECORDS

04312

PLEASE RETURN TO:
HEARTLAND TITLE SERVICES, INC.
1320 S 119th ST
OMAHA, NE 68144

95-04311

**RELEASE OF PERMANENT SANITARY SEWER EASEMENT
LOT 1, BELLEVUE BUSINESS PARK REPLAT V
CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA**

WHEREAS, K & S Properties, Inc., granted a Permanent Sanitary Sewer Easement (the Easement) to the City of Bellevue, Nebraska (the City) across Lot 1, Bellevue Business Park Replat V, pursuant to a Final Plat known as Bellevue Business Park Replat V, dated September 28, 1992 and recorded with the Sarpy County Register of Deeds, on October 14, 1992, at instrument No. 92-21934; and

WHEREAS, South Hills Apartments L.P. (the Developer), a Nebraska Limited Partnership, the current owner of the property, did submit a site plan on Lot 1 to the City for approval; and

WHEREAS, representatives of the City requested the Developer to relocate the Easement in conjunction with this site plan approval; and

WHEREAS, the Developer has requested a release of the Easement across Lot 1, granted in the platting of Bellevue Business Park Replat V; and

WHEREAS, representatives of the City have investigated this request and determined that the Easement extending over and across Lot 1, Bellevue Business Park Replat V is no longer necessary or appropriate, and have approved the release of the Easement; and

WHEREAS, The City has no objection to a release of the Easement as the Easement will be relocated and release of such will not adversely impact the City Master Plan.

NOW, THEREFORE, The City hereby releases the Easement extending over and across Lot 1, Bellevue Business Park Replat V, which Easement was created in accordance with the platting of Bellevue Business Park Replat V dated September 28, 1992, and recorded with the Sarpy County Register of Deeds on October 14, 1992, at instrument number 92-21934.

Dated this 5th day of April, 1995.

INSTRUMENT NUMBER
95-04311

95 APR -6 AM 8:23

Glenn J. ...

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

CITY OF BELLEVUE, NEBRASKA

By Inez M. Boyd
Inez Boyd, Mayor

COUNTY Sarpy
Verify m
D.E. N
Proof _____
Film _____
Mail _____
Fee \$ 5.50
Ck Cash Ctg

Acknowledged this 5th day of April, 1995, before me, a Notary Public in and for said County and State, by Inez Boyd, Mayor of the City of Bellevue, Nebraska.

A GENERAL NOTARY - State of Nebraska
JAMES E. BLAKE
My Comm. Ex. 12/31/95

James E. Blake
Notary Public

04311

