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#3257

FILED  
CASS COUNTY, NE.

2012 JUN -5 PM 4:12

DK 74 C.W.S. PG 375

David John  
REGISTER OF DEEDS

#3257 \$17.00

PERMANENT UTILITY EASEMENT

COMPARED

THIS EASEMENT is granted this 2 of June 2012, by Richard R. and Mary E. Peters, (hereinafter Grantor). Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, grants to Grantee, the City of Plattsmouth, a municipal corporation of the State of Nebraska, a permanent utility easement in, through, over, under and across Lots 3-A, 3-B and 4-A, Bestmann Addition, Cass County, Nebraska, as legally described and as shown on the attached Exhibit A.

This utility easement is for the purpose of Grantee locating, constructing, reconstructing, relocating, altering, inspecting, repairing, replacing, maintaining, installing, and otherwise operating water services, storm sewer, electric service, cable television, telephone, sanitary sewer services, and other such utilities as are necessary and convenient for the City and for services the City provides to its residents and businesses.

The Easement is subject the following further conditions:

- a) Grantee shall have the right of ingress and egress across Grantor's property when using the easement area for the specific purposes set forth above. Ingress and egress shall be made in a reasonable manner.
- b) Grantor agrees not to construct any building structure or similar improvement on the surface of the Easement area.
- c) if Grantee disturbs the easement property for its use, Grantee will restore the grass, topography, and soil to substantially the same condition and in a manner consistent with the area's prior condition, including areas used by Grantee for ingress and egress.
- d) Grantee, as it relates to its use of the easement area, will hold Grantor harmless from any claim by any person regarding the easement area or Grantee's use of the same, or in any manner asserting right, title or interest contrary to this Easement agreement.
- e) This grant is for a permanent easement and inures to the benefit of, and is binding on, the heirs, executors, administrators, successors and assigns of the parties.
- f) Grantee's use of the easement property shall be done in a good and workmanlike manner and at Grantee's expense. In no event, other than for use by Grantor for Grantor's benefit, shall Grantor have liability for any expense related to Grantee's City's use of the easement area.
- g) Grantee will maintain the easement area as it relates to its use of the same and Grantors will provide all other maintenance.
- h) Grantor will hold Grantee harmless from all liability for the easement area except as to Grantee's use.
- i) Grantor does hereby covenant that the Grantor is lawfully seized of said property, and that Grantor has the right and lawful authority to grant said Easement.

X

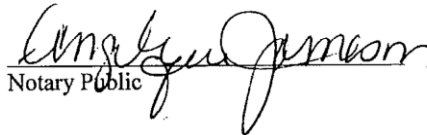
Dated the day above written.

  
Richard R. Peters

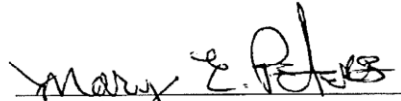
STATE OF NEBRASKA )  
 )ss.  
COUNTY OF CASS )

This instrument was acknowledged before me on 6-2, 2012 by Richard R. Peters, who personally appeared before me, a General Notary Public for the State of Nebraska, and who was personally known to me or was identified by me through satisfactory evidence.



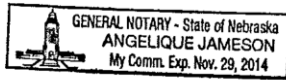
  
Notary Public

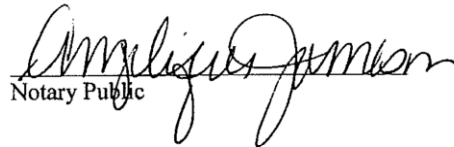
Dated the day above written.

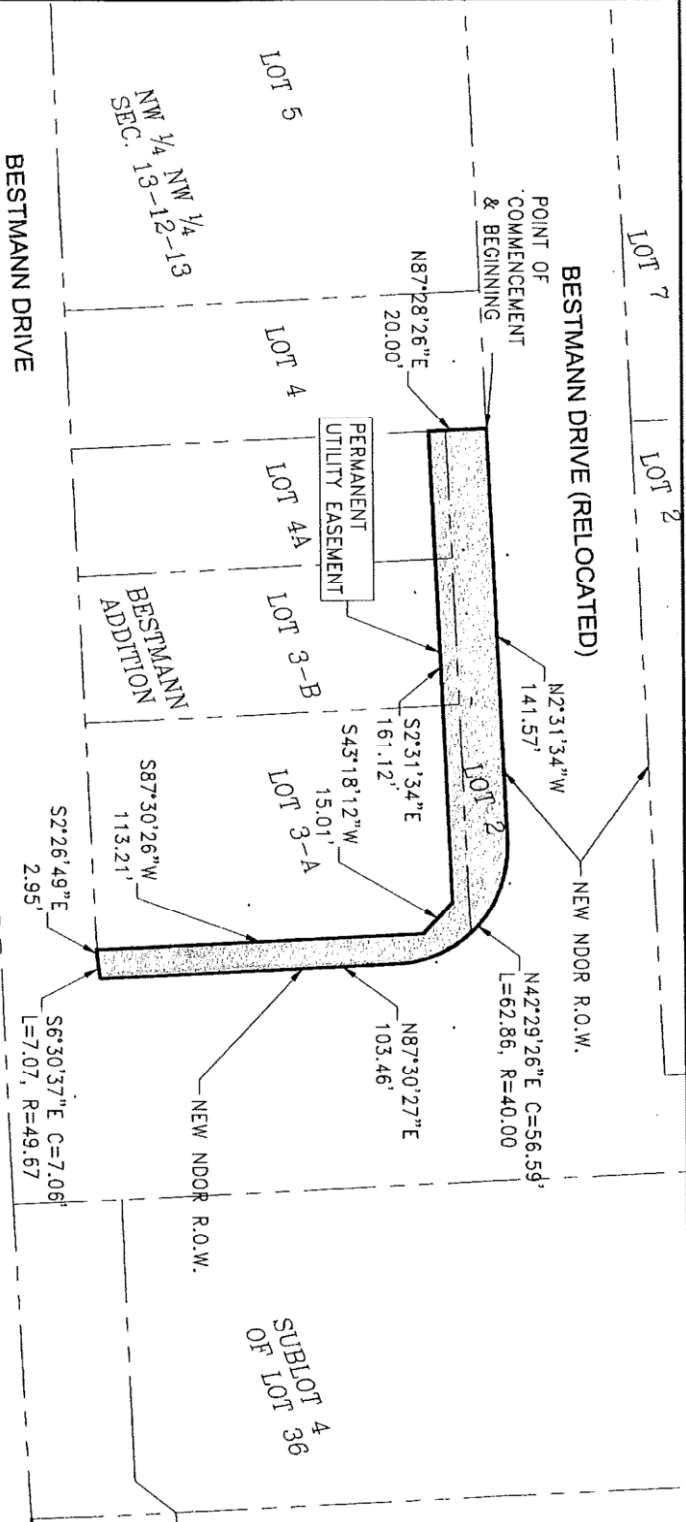
  
Mary E. Peters

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF CASS )

This instrument was acknowledged before me on 6-2, 2012 by Mary E. Peters, who personally appeared before me, a General Notary Public for the State of Nebraska, and who was personally known to me or was identified by me through satisfactory evidence.



  
Notary Public



**LEGAL DESCRIPTION**

**U.S. HIGHWAY 75**

PERMANENT UTILITY EASEMENT OVER PART OF THE LOT 2, 3-A, 3-B, AND LOT 4A BESTMANN ADDITION, A PLATTED & RECORDED SUBDIVISION IN CASS COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) SECTION 13, TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CASS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE SOUTHWEST CORNER OF LOT 4; THENCE N02°31'34"W A DISTANCE OF 141.57 FEET ALONG THE EAST RIGHT-OF-WAY OF BESTMANN DRIVE; THENCE NORTHEASTERLY ON A 40.00' FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 62.86 FEET WITH A CHORD BEARING N42°29'26"E AND CHORD DISTANCE OF 56.59' FEET ALONG THE EAST RIGHT-OF-WAY LINE OF BESTMANN DRIVE; THENCE N87°30'27"E A DISTANCE OF 103.46 FEET ALONG THE SOUTH RIGHT-OF-WAY OF BESTMANN DRIVE; THENCE SOUTHEASTERLY ON A 49.67' FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 7.07 FEET WITH A CHORD BEARING S06°30'37"E AND CHORD DISTANCE OF 7.06' FEET ALONG THE WEST RIGHT-OF-WAY LINE OF BESTMANN DRIVE; THENCE S02°26'49"W A DISTANCE OF 2.95 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF BESTMANN DRIVE; THENCE S87°30'26"W A DISTANCE OF 113.21 FEET; THENCE S43°18'12"W A DISTANCE OF 15.01 FEET; THENCE S02°31'34"E A DISTANCE OF 161.12 FEET TO THE SOUTH PROPERTY LINE OF LOT 4A; THENCE S87°28'26"W A DISTANCE OF 20.00 FEET ALONG THE SOUTH PROPERTY LINE OF LOT 4A TO THE EAST RIGHT-OF-WAY LINE OF BESTMANN DRIVE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4,583 SQ. FEET MORE OR LESS.

**EXHIBIT A**

<p>PROJECT NO. 12026 / 12031</p> <p>DATE MAY 2012</p>	<p>PERMANENT UTILITY EASEMENT LOTS 3-A, 3-B, 4A BESTMANN ADDITION SEC. 13, T12N, R13E</p>	<p>BESTMANN DRIVE WATER &amp; SEWER EXTENSIONS</p> <p>PLATTSMOUTH, NEBRASKA</p>	<p>OLMSTED &amp; PERRY CONSULTING ENGINEERS INC.</p> <p>10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA</p>
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