FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

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Recording fees paid:

\$22.00

Pages: 3

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: jby



EASE

PERMANENT EASEMENT (INDIVIDUAL and/or PARTNERSHIP)

When recorded return to: City of Bellevue Public Works Department 1510 Wall Street Bellevue, Nebraska 68005

FOR OFFICE USE ONLY		
Project:	City of Bellevue-36th Street - Bline to Sheridan	
Proj. No.:	MAPA-5061(5)	
Tract No.:	A39	
Address:	13210 South 35th Avenue	
	Bellevue, Nebraska 68123	

KNOW ALL MEN BY THESE PRESENTS:

THAT KHRISTINA LADD a single person

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of <u>ONE HUNDRED and NO/100 DOLLARS (\$100.00)</u> and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the <u>CITY OF BELLEVUE</u>, <u>NEBRASKA</u>, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the construction and maintenance of drainage ways and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said drainage way at the will of the CITY. The GRANTOR may, following construction of said drainage way continue to use the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said roadway, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they

has or have the right to grant and convey this permanent easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.

- 6) That said permanent easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the 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 are set forth herein (if applicable):

INDIVIDUAL and/or PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEBRASKA () () () SS COUNTY OF SARPY (COVINGINAL)

On this 10 day of 2019 before me, a Notary Public, in and for said CITY, personally came the above named Khristina Ladd

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

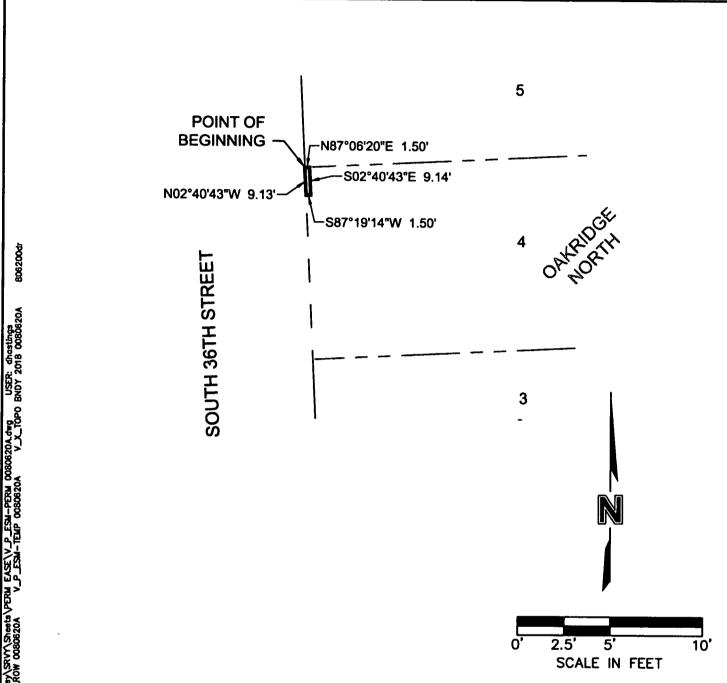
WITNESS my hand and Notarial Seal the day and year last-above written.

(SEAL)

NOTARY PUBLIC

Manning CHAA, INI

OKLAHOMINI



LEGAL DESCRIPTION

A PERMANENT EASEMENT LOCATED IN LOT 4, OAKRIDGE NORTH, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON THE NORTH LINE OF SAID LOT 4, ON AN ASSUMED BEARING OF N87°06'20"E, 1.50 FEET; THENCE S02°40'43"E, 9.14 FEET; THENCE S87°19'14"W, 1.50 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, N02°40'43"W, 9.13 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT EASEMENT CONTAINS A CALCULATED AREA OF 13.71 SQUARE FEET, MORE OR LESS.

PROJECT NO: A08-0620	PERMANENT	OCCUSSON 0 2111 South 87th Street, Sulto 200 Omaha, NE 68108 TEL 402.341.1116	EXHIBIT
DRAWN BY: DSH			
DATE: 10/02/2018	EASEMENT	A S S O C I A T E S FAX 402.341.1116	A39