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LANCASTER COUNTY, NE

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NEBRASKA DOCUMENTARY  
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AUG 11 2003

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**EXHIBIT "B-2"**  
**PUBLIC RIGHT-OF-WAY DEDICATION, PERMANENT EASEMENT AND  
TEMPORARY EASEMENT** *E.O. 67340*

KNOW ALL PERSON BY THESE PRESENTS:

That, **John D. VerMaas and Janice K. VerMaas**, husband and wife, herein called "*Grantor*", whether one or more, record owner of the real property legally described as Lot 74, I.T. Section 36, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and the *Grantee*, as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA a municipal corporation, its successors and assigns, herein called "*Grantee*", the following Public Dedication, Permanent Easement and Temporary Easement:

**A. PUBLIC DEDICATION:**

The following Rokeby Road right-of-way is hereby quit claimed to the Grantee and dedicated to the public:

*See Exhibit "B-2A" attached hereto and incorporated herein by this reference ("Dedication Premises").*

**B. PERMANENT EASEMENT:**

The RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, grade, maintain, operate, and replace a storm sewer, sanitary sewer, water line, utilities, street, sidewalk, street trees and appurtenances thereto belonging ("collectively "Infrastructure"), over and through and the following described real property, to-wit:

*None known at this time*

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, Nebraska, its successors and assigns, so long as such Infrastructure shall be maintained, together with the right of ingress and egress to said Easement Premises from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said Infrastructure and appurtenances thereto, located thereon, in whole or in part, at the will of *Grantee*, it being the intention of the parties hereto that *Grantor* is hereby granting the uses herein specified without divesting *Grantor* of title and ownership of the rights to use and enjoy the Easement Premises for any purpose except the construction thereon of permanent buildings, subject only to the right of *Grantee* to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties. *Grantor* shall be entitled to plant under story canopy vegetation in the Easement Premises, including, but not limited to, small canopy trees, bushes and ground cover vegetation regimes. *Grantee* shall restore or replace any and all

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under story canopy vegetation, damaged or destroyed by *Grantee* in the Easement Premises in the course of constructing, reconstructing, inspecting, repairing, maintaining, operating, and replacing said Infrastructure with like vegetation or compensate *Grantor* for the difference in cost between the vegetation that was damaged or destroyed and the vegetation it was replaced with. *Grantee* shall also restore or replace any and all paving or other improvements, excluding permanent buildings, that are damaged or destroyed by *Grantee* in the Easement Premises in the course of constructing, reconstructing, inspecting, repairing, maintaining, operating, and replacing said Infrastructure with like paving and improvements.

C. TEMPORARY EASEMENT:

The RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of the Infrastructure, and appurtenances thereto belonging, over and through the following described real property, to-wit:

*See Exhibit "B-2C" attached hereto and incorporated herein by this reference.*

As a further consideration of this grant, the *Grantee* herein agrees as follows:

1. That immediately following the initial construction hereinabove referred to, the *Grantee* will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.

2. That in the event fences, driveway or permanent buildings of the *Grantor* are removed or damaged by the *Grantee's* agents during the initial construction, the *Grantee* will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

3. That following completion of construction, the *Grantee* will cause the prompt restoration to smooth surface contours and neat condition.

4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the completion of construction, final inspection and acceptance of the Infrastructure hereinabove mentioned, and the performance by the *Grantee* of the conditions and covenants herein set out.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 4<sup>th</sup> day of November, 1999.

GRANTOR

John D. VerMaas

JOHN D. VERMAAS, a married person

Address: 10001 L 27 St  
Roca, NE 68430

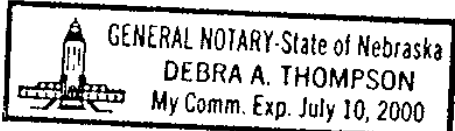
Janice K. VerMaas

JANICE K. VERMAAS, a married person

Address: 10001 L 27 St  
Roca, NE 68430

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 4<sup>th</sup> day of November, 1999, by **John D. VerMaas**, a married person.

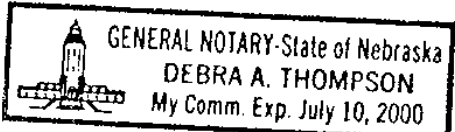


Debra A. Thompson

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing was acknowledged before me this 4<sup>th</sup> day of November, 1999, by **Janice K. VerMaas**, a married person.



Debra A. Thompson

Notary Public

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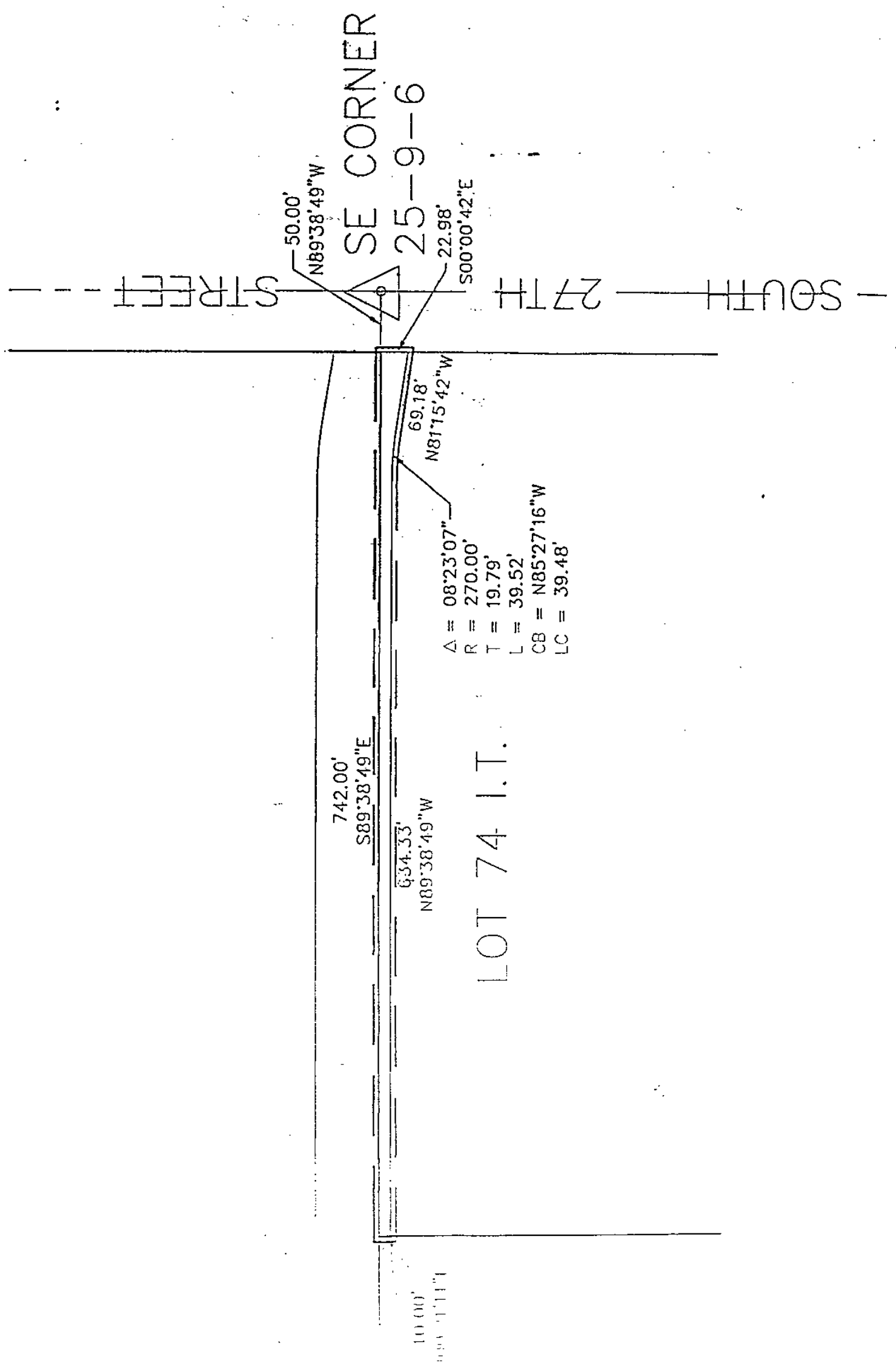
EXHIBIT "B-2A"

LEGAL DESCRIPTION  
LOT 74 I.T.  
R.O.W.

A LEGAL DESCRIPTION FOR RIGHT-OF-WAY PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 74 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 74 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 74 I.T., SAID POINT BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 22.98 FEET TO A POINT, THENCE NORTH 81 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 69.18 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 270.00 FEET, ARC LENGTH OF 39.52 FEET, DELTA ANGLE OF 08 DEGREES 23 MINUTES 07 SECONDS, A CHORD BEARING OF NORTH 85 DEGREES 27 MINUTES 16 SECONDS WEST, AND A CHORD LENGTH OF 39.48 FEET TO A POINT OF TANGENCY, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 634.33 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 74 I.T., THENCE NORTH 00 DEGREES 21 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 74 I.T., A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 74 I.T., THENCE SOUTH 89 DEGREES 38 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 74 I.T., A DISTANCE OF 742.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 8,000.38 SQUARE FEET MORE OR LESS.

JUNE 7, 1999  
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742.00'  
S89°38'49\"E

634.33'  
N89°38'49\"W

LOT 74 I.T.

Δ = 08°23'07\"  
R = 270.00'  
T = 19.79'  
L = 39.52'  
CB = N85°27'16\"W  
LC = 39.48'

50.00'  
N89°38'49\"W

SE CORNER  
25-9-6

22.98'  
S00°00'42\"E

STREET

27TH SOUTH

10.00'  
S89°38'49\"E



EXHIBIT "B-2C"

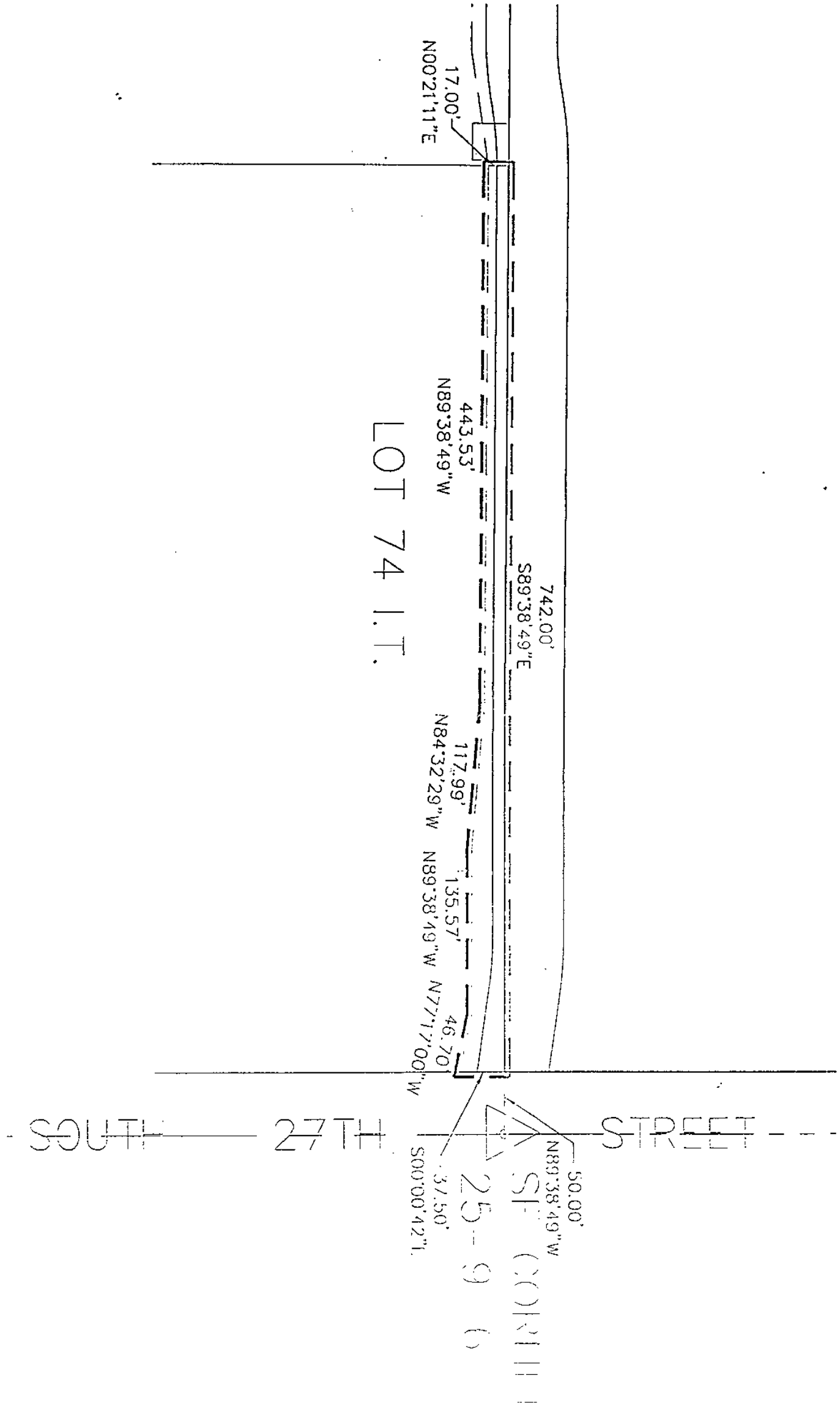
LEGAL DESCRIPTION  
LOT 74 I.T.  
TEMPORARY CONSTRUCTION EASEMENT

A LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 74 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 74 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 74 I.T., A DISTANCE OF 37.50 FEET TO A POINT, THENCE NORTH 77 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 46.70 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 135.57 FEET TO A POINT, THENCE NORTH 84 DEGREES 32 MINUTES 29 SECONDS WEST, A DISTANCE OF 117.99 FEET TO A POINT, THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 443.42 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 74 I.T., THENCE NORTH 00 DEGREES 00 MINUTES 42 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 47 I.T., A DISTANCE OF 17.00 FEET TO THE NORTHWEST CORNER OF SAID, LOT 47 I.T., THENCE SOUTH 89 DEGREES 38 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 47 I.T., A DISTANCE OF 742.00 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 15,360.21 SQUARE FEET MORE OR LESS.

JUNE 10, 1999  
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