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EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Farley - Boyer, Inc., a Nebraska Corporation
hereinafter referred to as GRANTOR, (whether one or more), for and in consideration
of the sum of One (\$1.00) Dollar and Other Valuable Consideration, does hereby grant
and convey unto the CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation, hereinafter
referred to as CITY, and its successors and assigns, an easement for the right to
construct and maintain a Storm Sewer
in through, and under the Permanent Easement
Area and Temporary Easement Area, described as follows:

A 20.00 foot permanent storm sewer easement and a 100.00 foot temporary
construction easement located across Lot 1, Block 27, in the City of Bellevue,
Sarpy County, Nebraska, the centerline of said easement being more particularly
described as follows: Commencing at the Southwest corner of Lot 1, Block 27,
thence N00°20'29"E along the East R.O.W. line of Warren Street a distance of
23.25 feet to the point of beginning, said point being on the centerline of afore-
said storm sewer easement, thence N78°01'46"E along the centerline of said storm
sewer easement a distance of 48.44 feet, thence S68°15'08"E continuing along the
centerline of said storm sewer easement a distance of 91.25 feet to a point on
the South line of Lot 1, thence S89°46'36"E along the South line of Lot 1 a
distance of 15.58 feet to the Southeast corner of said Lot 1.

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, and maintaining a storm sewer
at the will of the CITY; it being the intention
of the parties hereto that GRANTOR may, following construction of said storm sewer
continue to use the surface of the easement strip conveyed hereby subject only 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 shall be placed in, on,
over or across said easement strip by undersigned, his or their successors and assigns,
without the express approval of the CITY.
2. That CITY will replace, rebuild, or repair any damage which shall be
occasioned by the construction or maintenance of said storm sewer
under, around and through the above described premises.
3. 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.
This easement is also for the benefit of any contractor, agent, employee or repre-
sentative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs,
executors and administrators does or do confirm with 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 easement

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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 easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the GRANTOR and the CITY and 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.

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hand(s) this _____ day of August, 1978.

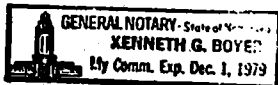
Farley - Boyer, Inc., a Nebraska Corporation

By Eugene F. Farley
Eugene F. Farley, President

State of Nebraska)
) ss.
County of Sarpy)

Before me, a Notary Public qualified for said County, personally came Eugene F. Farley, President of Farley - Boyer, Inc. known to me to be the identical persons who signed the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on September 16, 1978.



Kenneth G. Boyer
Notary Public

Commission expires: Dec 1, 1979

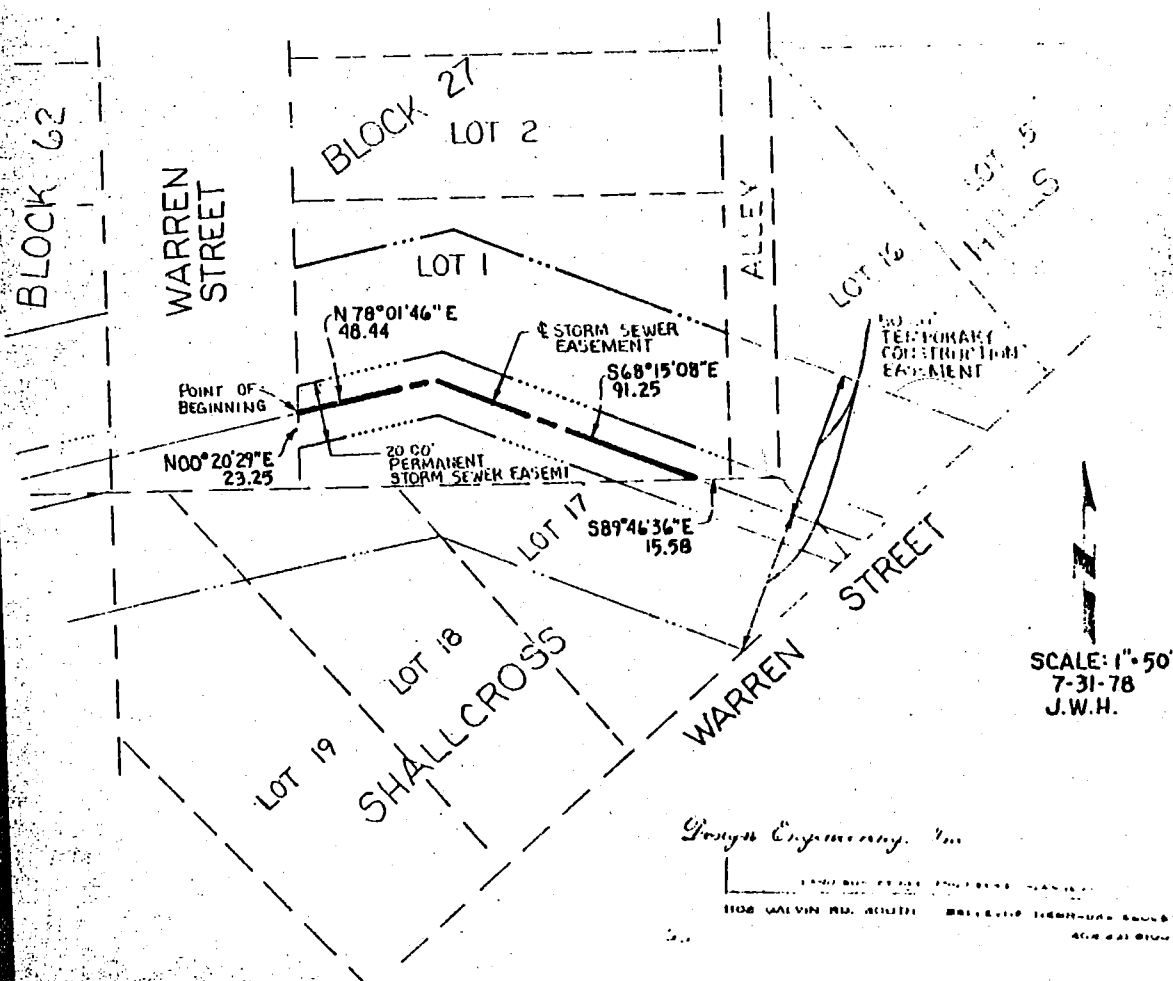
TRACT DESCRIPTION

LOT 1, BLOCK 27, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

EASEMENT DESCRIPTION

A 20.00 FOOT PERMANENT STORM SEWER EASEMENT AND A 100.00 FOOT TEMPORARY CONSTRUCTION EASEMENT LOCATED ACROSS LOT 1, BLOCK 27, IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 27, THENCE $N00^{\circ}20'29''E$ 23.25' ALONG THE EAST R.O.W. LINE OF WARREN STREET A DISTANCE OF 23.25 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE CENTERLINE OF AFORESAID STORM SEWER EASEMENT, THENCE $N78^{\circ}01'46''E$ 48.44' ALONG THE CENTERLINE OF SAID STORM SEWER EASEMENT A DISTANCE OF 48.44 FEET, THENCE $S68^{\circ}15'08''E$ 91.25' CONTINUING ALONG THE CENTERLINE OF SAID STORM SEWER EASEMENT A DISTANCE OF 91.25 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, THENCE $S89^{\circ}46'36''E$ 15.58' ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 15.58 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1.



Design Engineering, Inc.

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