

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Andrew C. Conway, Jr., and Marilyn M. Conway, Husband and Wife, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Nine Hundred (\$900.00) Dollars and Other Valuable Consideration, does hereby grant and convey unto the CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation, hereinafter referred to as "CITY", and to its successors and assigns, an easement for the right to construct and maintain a storm sewer, and appurtenances thereto, in, through, and under the Permanent Easement Area, and Temporary Easement Area, if any, described on Exhibit "A" attached hereto, and made a part hereof.

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, or across said easement strip by undersigned, his or their successors and assigns without 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 representative 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 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 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 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 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.

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hand(s) this 2nd day of February, 1973.

Andrew C. Conway Jr.

Marilyn M. Conway

Rec # 025881 ✓

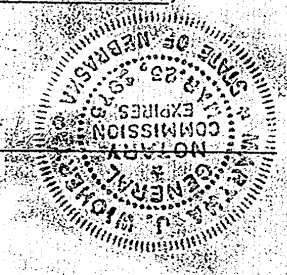
State of Nebraska)
County of Sarpy } ss.

Before me, a notary public qualified for said county, personally came Andrew C. Conway, Jr., and Marilyn M. Conway, Husband and Wife, 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 February 2, 1973.

Marilyn M. Conway
Notary Public

Commission expires: March 23 1975



46-258B

TRACT DESCRIPTION:

Tract No. 7
Project Storm Sewer Dist. #18
Owner: Conway, Andrew C., Jr. & Wife

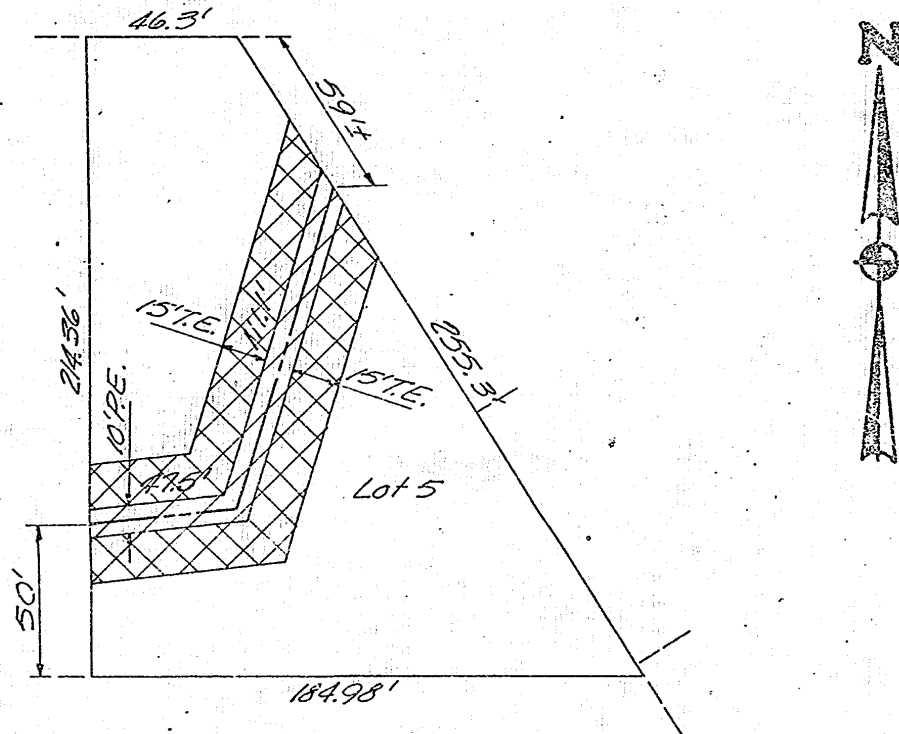
Lot 5 Bosanek's Orchard Heights 2nd Addition to the City of Bellevue, Nebraska. Located in the NE $\frac{1}{4}$, Sec. 26, T-14-N, R-13-E.

*Thru
8/31
7 PM*

EASEMENT DESCRIPTION:

Permanent Easement: 5' on both sides of and parallel to a line beginning on the west line a distance of 50' north of the SW corner of the above described Lot 5; thence east-northeasterly a distance of 47.5'; thence north-northeasterly at a deflection angle of 65°40'30" Lt. a distance of 111.1' to a point on the east line a distance of 59'± SE of the NE corner of said Lot 5. Containing 1586 sq.ft.

Temporary Easement: 15' on both sides of and parallel to the above described permanent easement. Containing 4758 sq.ft.



LEGEND

- ▨ PERMANENT EASEMENT
- ▩ TEMPORARY EASEMENT

Scale: 1" = 60'