

EASEMENT

THIS INSTRUMENT, made this 19 day of October, 1962, by and between RICHARD B. FOE and LOIS FOE, husband and wife, Parties of the First Part, and the CITY OF BELLEVUE, Party of the Second Part.

WITNESSETH, that for and in consideration of the sum of One and no/100 (\$1.00) Dollars, the receipt of which is hereby acknowledged, the Parties of the First Part have this day bargained and sold, and by these presents do bargain, sell, convey, transfer and deliver unto the Party of the Second Part, a permanent easement and right of way for the continued operation, maintenance, repair, alteration, inspection of the adjacent Bellevue Water Well Site, and to also construct, maintain and operate an electrical transmission line consisting of poles, wires, and fixtures, with the right to alter or remove the same in whole or in part at any time.

The land affected by the grant of this easement is a tract of land lying wholly within the SE 1/4 of the SW 1/4 of Sec. 6, T 13N, R 14E of the 6th P.M. Sarpy County, Nebraska and more particularly described as follows:

Commencing at a point on the north line of the S 1/2 of the SW 1/4 of said Sec. 6 (1/16 section line), said point being on the west toe of the levee and 2,399 feet east of the N. W. corner of S 1/2 of the SW 1/4 of Sec. 6; thence southeasterly, along the west toe of the levee, a distance of 20.2 feet to the point of beginning; thence easterly, along a line parallel to and 20.0 feet southerly of said 1/16 section line, a distance of 51.1 feet to a point on the east toe of the levee; thence southeasterly, along the east toe of the levee, a distance of 103.0 feet to a point thence westerly along a line parallel to and 120.0 feet southerly of said 1/16 section line, a distance of 51.1 feet to a point which is the southeast corner of

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AND RECORDED IN BOOK 22 OF Page 468 Miss Dink REGISTER OF DEEDS

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the new well site; thence northwesterly, along the west toe of the levee, a distance of 103.0 feet to the point of beginning and containing 0.12 acres more or less.

A more particular location of the easement as hereby granted is shown on the plat which is attached hereto and made a part hereof.

It is expressly agreed by the Parties hereto that the Party of the Second Part, its successors and assigns, whoever they may be, shall be responsible for the maintenance and repair of any and all equipment and electrical transmission line over the above described property.

The conditions upon which this easement is granted are hereby expressly made binding upon the successors and assigns of the Party of the Second Part.

The Parties of the First Part do hereby covenant with the Party of the Second Part that they are lawfully seized and possessed of the real estate above described, and that they have good and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the Parties to this easement have hereunto set their hands the day and year first above written.

Richard B. Foe  
Richard B. Foe

Lois Foe  
Lois Foe

Attest:

THE CITY OF BELLEVUE,

City Clerk

By  
Mayor

State of Colorado }  
County of Weld } ss.

On this 21st day of October, 1962, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came RICHARD B. FOE and LOIS FOE, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



Robert B. McLaughlin  
Notary Public  
My Commission expires Jan. 15, 1964

My Commission expires the \_\_\_ day of \_\_\_, 19\_\_.

STATE OF NEBRASKA }  
County of SARPY } ss.

On this \_\_\_ day of \_\_\_, 1962, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came HARLAN G. LEWIS, Mayor of the City of Bellevue, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said City of Bellevue, and that the Corporate Seal of said City was thereto affixed by its authority.

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

\_\_\_\_\_  
Notary Public

My Commission expires the \_\_\_ day of \_\_\_, 19\_\_.