

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That LAWRE, 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, the receipt of which is hereby acknowledged, 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 Areas, described as follows:

Tract No. 1:

Permanent Easement Area: Beginning at the most Northwest corner of Tax Lot 1D-2C1 in the Northeast Quarter of Section 36, Township 14 North, Range 13 East of the 6th P.M., thence along the North line of said Tax Lot a distance of 21' more or less, thence 110° right in a Southwesterly direction a distance of 46' more or less to a point 13' East and 42.5' North of the Southwest corner of said Tax Lot 1D-2C1, thence South a distance of 42.5' more or less to a point on the South line of said Tax Lot 1D-2C1, said point being 13' East of the Southwest corner of said Tax Lot 1D-2C1, thence West a distance of 13' more or less along the South line of said Tax Lot 1D-2C1 to the Southwest corner of said Tax Lot 1D-2C1, thence North along the West line of said Tax Lot 1D-2C1 to the point of beginning.

Tract No. 2:

Permanent Easement Area: Beginning at the Southeast corner of Tax Lot 1C-2C1 in the Northeast Quarter of Section 36, Township 14 North, Range 13 East of the 6th P.M., thence North along the East line of said Tax Lot 1C-2C1 a distance of 90 feet, thence West along a line parallel to the South line of Tax Lot 1C-2C1 and 20 feet North of South line to a point on the West line of said Tax Lot 1C-2C1, thence Southwesterly along West line of said Tax Lot 1C-2C1 to the Southwest corner of said Tax Lot 1C-2C1, thence East along the South line of said Tax Lot 1C-2C1 to the point of beginning.

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 therein 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 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.

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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 and 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 19th day of April, 1973.

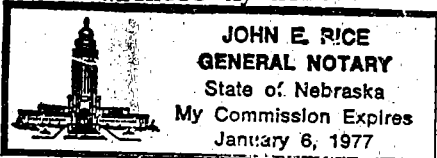
LAWRE, INC.

[Signature] president

State of Nebraska )  
                                  ) ss.  
County of Sarpy )

Before me, a notary public qualified in said county, personally came L. L. Lawrence, President of Lawre, Inc., a corporation known to me to be the President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on April 19, 1973.



Commission expires: January 6, 1977

[Signature]  
Notary Public