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 models are storm sources, 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:
Area and Temporary Easement Area, described as follows:
A 20.00 foot permanent storm sewer easement and 100.00 foot temporary construction easement located across Lot 12, Block 62 and Lot 7, Block 61 in the City of Bellevue, Sarpy County, Nebraska, the centerline of said easement being more particularly described as follows: Commencing at the Northwest corner of Lot 7, Block 61, thence \$00°20'29"W along the West line of Lot 7 a distance of 22.75 feet to the point of beginning, said point being on the centerline of aforesaid storm sewer easement, thence N78°01'46"E along the centerline of said storm sewer easement a distance of 107.69 feet to a point on the North line of Lot 7, thence N89°46'36"W along the North line of Lot 7 a distance of 105.22 feet to the Northwest corner of Lot 7.
Commencing at the Southeast corner of Lot 12, Block 62, thence N89°46'36"W along the South line of said lot a distance of 41.53 feet to the point of beginning, said point being on the centerline of aforesaid storm sewer easement, thence N78°01'46"E along the centerline of said storm sewer easement a distance of 42.51 feet to a point on the West R.O.W. line of Warren Street, thence S00°20'29"W along Warren Street a distance of 8.98 feet to the Southeast corner of Lot 12.
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
of the parties hereto that GRANTOR may, following construction of said
of the parties hereto that GRANTOR may, following construction of said
Storm sewer
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:
l. 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
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 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
4. "你看到一点,你只要说,你你没有我的,你没有什么,你就是你的人,你没有你的人,你没有什么。""你说,你没有什么。""你说,你不是你的人,你没有什么。""你

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REGISTER OF DEEDS, SARPY COUNTY, NEB. 950

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) day of August , 1978.

Farley - Boyer, Inc., a Nebraska Corporation

51-6511

By Congret 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

16,

GENERAL NOTARY-State of Nebrosko
KENNETH G. BOYER
My Comm. Exp. Dec. 1, 1979

Notary Public

Commission expires:

Dec 1 1979

TRACTOO.	5/ - 60	710
PROJECT -	SHALLCROSS HILLS	
LEGAL OWN		

TRACT DESCRIPTION

LOT 7, BLOCK 61, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

LOT 12, BLOCK 62, CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

EASEMENT DESCRIPTION

A 20.00 FOOT PERMANENT STORM SEWER EASEMENT AND 100.00 FOOT TEMPORARY CONSTRUCTION EASEMENT LOCATED ACROSS LOT 12, BLOCK 62 AND LOT 7, BLOCK 61 IN THE CITY OF RELLEVUE, SARPY COUNTY, NEBPASKA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 61, THENCE S00°20'29"W
ALONG THE WEST LINE OF LOT 7 A DISTANCE OF 22.75 FEET TO THE POINT OF BEGINNING
SAID POINT BEING ON THE CENTERLINE OF AFORESAID STORM SEWER EASEMENT, THENCE N78°01'46"E ALONG THE CENTERLINE OF SAID STORM SEVER EASEMENT A DISTANCE OF 107.69 FEET TO A POINT ON THE NORTH LINE OF LOT 7, THENCE N89°46'36"W ALONG THE NORTH LINE OF LOT 7 A DISTANCE OF 105.22 FEET TO THE NORTHWEST CORNER OF LOT 7.

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 62, THENCE N89°46'36"W
ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 41.53 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE CENTERLINE OF AFORESAID STORM SEWER EASEMENT,
THENCE N78°01'46"E ALONG THE CENTERLINE OF SAID STORM SEWER EASEMENT A DISTANCE
OF 42.51 FEET TO A POINT ON THE WEST R.O.W. LINE OF WARREN STREET, THENCE
COO°20'29"W ALONG WARREN STREET A DISTANCE OF 8.98 FEET TO THE SOUTHEAST CORNER OF LOT 12.

