

Legal Description:

Being a part of Lots 9 and 10, Gregg Road Place, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said Lot 9, thence Westerly on the South line of said Lot 9 on a 125.36 foot radius curve to the left, chord bearing $S72^{\circ}18'27''W$, chord distance 12.49 feet, an arc distance of 12.50 feet; thence $N26^{\circ}09'41''W$, 65.43 feet to the North line of said Lot 9, thence $N48^{\circ}15'48''E$, 50.03 feet on the North line of said Lots 9 and 10; thence $S10^{\circ}20'54''E$, 87.06 feet to the South line of said Lot 10; thence Westerly on the South line of said Lot 10 on a 125.36 foot radius curve to the left, chord bearing $S78^{\circ}01'15''W$, chord distance of 12.49 feet, an arc distance of 12.50 feet to the point of beginning. (In this description, the Northwesternly lines of Lots 9 and 10 are assumed to bear $N48^{\circ}15'48''E$)

Exhibit n-2

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Miss Rice

EASEMENT

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REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS:

That GREGG ROAD PARTNERSHIP, a Nebraska General Partnership, 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, a Municipal Corporation, hereinafter referred to as CITY, and its successors and assigns, an easement for the right to construct, re-construct, grade, regrade, inspect and maintain a permanent surface drainage area, in, through and under the Permanent Easement Area described as follows:

See Exhibit "D" attached hereto and by this reference incorporated herein.

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, re-constructing, grading, regrading, inspecting and maintaining a permanent surface drainage area at the will of the CITY; it being the intention of the parties hereto that GRANTOR may, following construction of said permanent surface drainage area 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.

GRANTOR, its successors and assigns, covenant and agree that CITY shall have no obligation to construct, re-construct, grade, regrade, inspect and maintain said surface drainage area, but that CITY shall have the right to construct, re-construct, grade, regrade, inspect or maintain the same should GRANTOR, its successors or assigns fail to maintain the same.

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 CITY.
2. That CITY will replace, rebuild or repair any damage which shall be occasioned by the construction or maintenance of said permanent surface drainage easement 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

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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 different agreements or understandings between the GRANITOR and the CITY or its agents; and that the GRANITOR, 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 set forth herein.

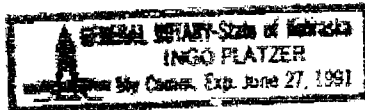
IN WITNESS WHEREOF, said GRANITOR has or have hereunto set his or their hand(s) this 22nd day of June, 1987.

GREGG ROAD PARTNERSHIP, a Nebraska
General Partnership

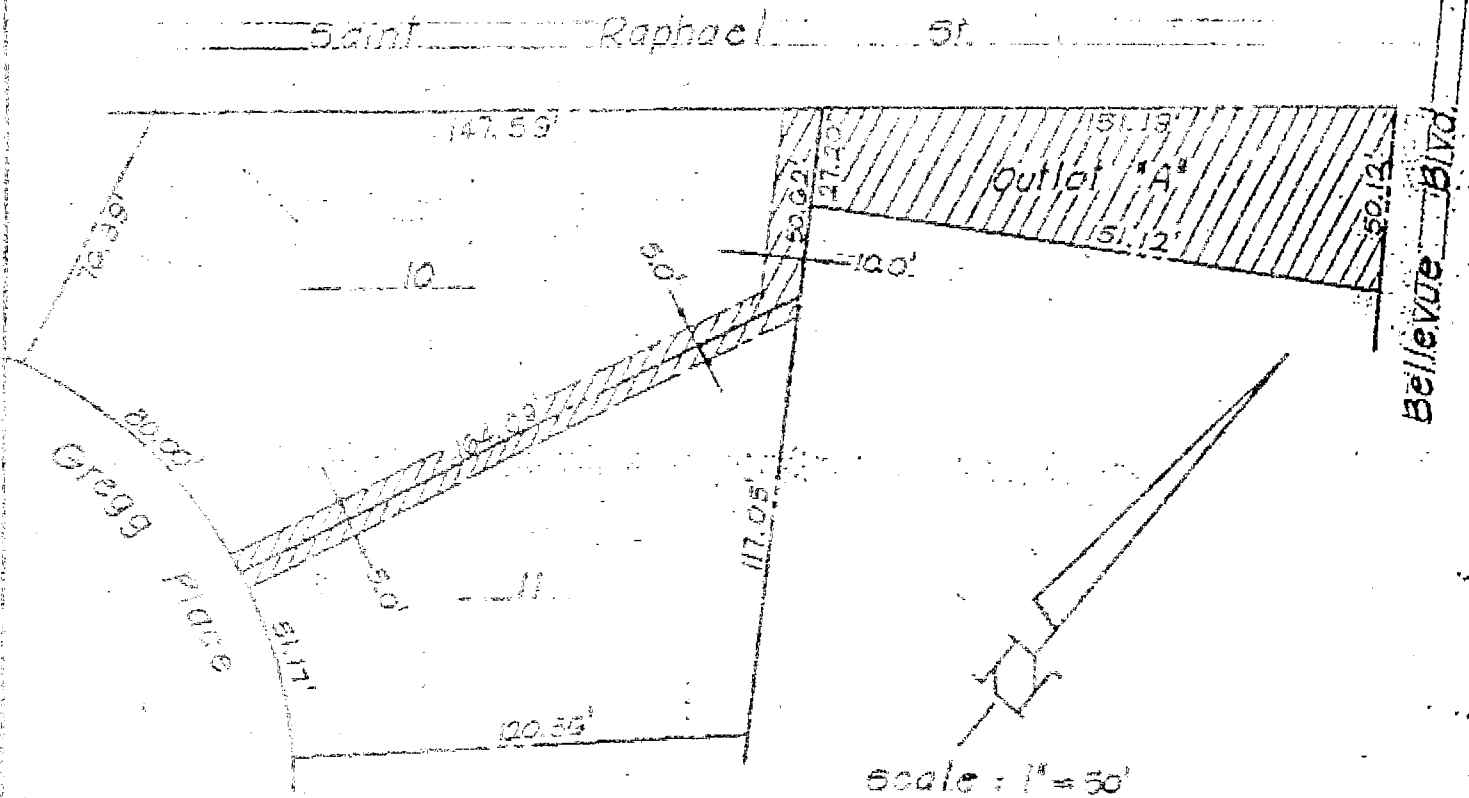
By [Signature]
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 22nd day of June, 1987 by Gale Larson General Partner on behalf of Gregg Road Partnership .



Ingo Platzer
Notary Public



Legal Description:

The Northwesternly 5.00 feet of Lot 11, together with the Southeasterly 5.00 feet and the Northeastarly 10.00 feet of Lot 10, Gregg Road Place, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, together with all of Outlot A, Gregg Road Place, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

EXHIBIT "DI"