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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS:

[Signature]

That BELLEVUE SCHOOL DISTRICT hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum of Five Hundred (\$500.) Dollars 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 and maintain a sanitary sewer in, through and under the Permanent Easement Area and Temporary Easement Area, described as follows:

See Exhibit "A" 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, inspecting and maintaining a sanitary sewer at the will of the CITY; it being the intention of the parties hereto that GRANTOR may, following construction of said sanitary 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, 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 sanitary 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 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 different agreements or understandings between the

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GRANTOR and 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 set forth herein.

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hand(s) this 9th day of July, 1987.

BELLEVUE SCHOOL DISTRICT

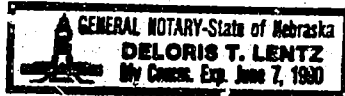
John F. Hansen

President, Board of Education

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

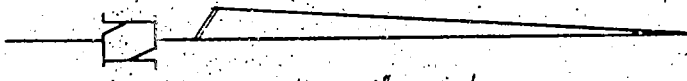
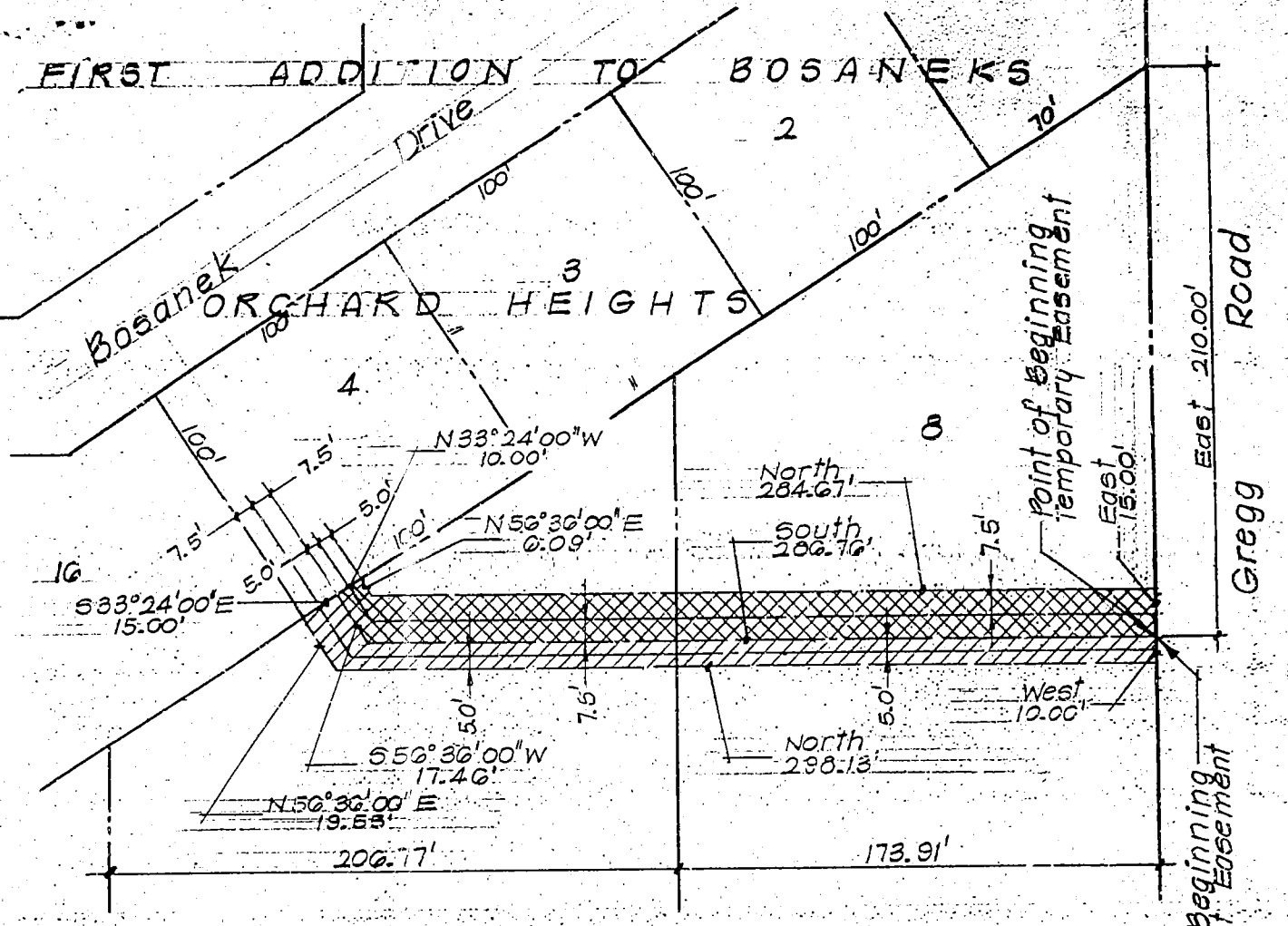
The foregoing document was acknowledged before me, a Notary Public, by John Hansen on behalf of Bellevue School District this 9th day of July, 1987.

Deloris D. Lentz
Notary Public



60-2509 B

FIRST ADDITION TO BOSANEK DRIVE



Scale: 1" = 60'

LEGEND

- Permanent Easement
- Temporary Construction Easement

Legal Description:

Permanent Easement: Being a part of Lots 7 and 8, Gregg's Choice Acres, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Lot 8; thence East (assumed bearing) 210.00 feet on the North line of said Lot 8 to the point of beginning; thence South 286.76 feet; thence S56°36'00"W, 17.46 feet to the Westerly line of said Lot 7; thence S33°24'00"E, 15.00 feet on the Westerly line of said Lot 7; thence N56°36'00"E, 19.55 feet; thence North 298.13 feet to the North line of said Lot 8, thence West 10.00 feet on the North line of said Lot 8 to the point of beginning.

Temporary Easement: Being a part of Lots 7 and 8, Gregg's Choice Acres, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska more particularly described as follows: Commencing at the Northeast corner of said Lot 8; thence East (assumed bearing) 210.00 feet on the North line of said Lot 8 to the point of beginning; thence South 286.76 feet; thence S56°36'00"W, 17.46 feet to the Westerly line of said Lot 7; thence N33°24'00"W, 10.00 feet on the Westerly line of said Lot 7; thence N56°36'00"E, 6.09 feet; thence North 284.67 feet to the North line of said Lot 8, thence East 15.00 feet on the North line of said Lot 8 to the point of beginning.

Gregg Road
East 210.00'
Point of Beginning Permanent Easement
East 15.00'
Point of Beginning Temporary Easement