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STATE OF NEBRASKA, DODGE COUNTY: ss  
Filed for record this 23rd day of August  
1988 at 10 46 o'clock A.M.  
Recorded in Bk # 198 Pg # 777  
Fee \$ 17.00  
Judy A. Rothberg Register of Deeds  
By Mary L. Collins Deputy

THIS IS A LEGAL BINDING CONTRACT  
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

CONSTRUCTION AND OPERATION AND MAINTENANCE EASEMENT

Be it understood that Rolyn, Inc., herein called the grantors, do hereby grant, convey and release unto the

CITY OF NORTH BEND, NEBRASKA

a political subdivision of the State of Nebraska, herein called the grantee, its successors and assigns, over and upon the following described land situated in Dodge County, Nebraska, to-wit:

A temporary easement, expiring December 31, 1988, over a tract of land in part of the North Half of the Northwest Quarter of the Northwest Quarter of Section 13, Township 17 North, Range 5 East of the 6th P.M., and a tract of land in part of the North Half of the North Half of the Northeast Quarter of Section 14, Township 17 North, Range 5 East of the 6th P.M., for the repair and reconstruction of the structure known as the North Bend dike, as illustrated in Attachment A attached and made part hereof,

and:

A perpetual easement over and upon a tract of land consisting of part of the East Half of the East Half of Section 11; the West Half of the West Half of Section 12; the North Half of the Northwest Quarter of the Northwest Quarter of Section 13, and the North Half of the North Half of the Northeast Quarter of Section 14, all in Township 17 North, Range 5 East of the 6th P.M., for access to and operation and maintenance of the structure known as the North Bend Dike,

provided that access for repair, operation or maintenance of the structure known as the North Bend Dike shall always be from the public highway on the North to the dike by way of existing lanes as designated by the owner or owners of the land from time to time for the primary convenience of farming operations.

The rights and privileges herein granted shall be subject to the following terms and conditions:

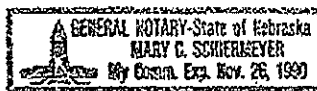
1. The grantee is responsible for operating and maintaining the facilities.
2. This easement shall not convey nor shall the same be construed to convey to the grantee any fee simple interest or title to the above described lands.
3. This easement includes the right of ingress and egress over and upon the above described lands of grantors for the purpose of operation and maintenance activities. The grantee is fully liable for any damages caused to the grantors by such activity.
4. This easement shall be binding upon the parties hereto, their heirs, successors, and assigns. Upon failure of the Dike System, the grantee will make necessary repairs within one year. Failure to make said repairs will release the grantor from this easement.

IN WITNESS WHEREOF, the grantors have executed this agreement on the \_\_\_\_\_ day of August, 1988.

Rolyn Inc  
 Rolyn, Inc.

By: Daniel M. Shenahan

State of Nebraska )  
 County of Dodge ) SS



Acknowledged before me on August 22, 1988  
 (date)

Daniel M. Shenahan representing Rolyn, Inc.  
 (name of officer) President

Mary C. Schermeier  
 Notary Public

ATTACHMENT A  
Daniel Shannon,  
North Bend Pike

