

E A S E M E N T

THIS EASEMENT AGREEMENT made on the 22nd day of May, 1973, between PACESETTER HOMES, INC., a Nebraska Corporation, hereinafter called Grantor, and SANITARY AND IMPROVEMENT DISTRICT NO. 244 OF DOUGLAS COUNTY, NEBRASKA, Grantee.

WITNESSETH:

1. The Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor being the owner of the land hereinafter described as being a part of:

the North 805' of the West 1134.2' of the SW 1/4 of Section 2, Township 14 North, Range 11 East of Douglas County, Nebraska, containing 20.72 acres;

does hereby give, grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land located in the above described land in Douglas County, Nebraska, said strip of land being more particularly described as follows, to-wit:

A 30' wide easement, 15' on both sides of and parallel to the following described centerline; beginning at a point 502.21' south and 33.00' east of the W 1/4 corner of said Section 2; thence S 88°21'41" E a distance of 128.00' to a point; thence N 07°02'50" E a distance of 223.86' to a point; thence N 39°31'56" E a distance of 118.67' to a point; thence N 51°26'41" E a distance of 118.67' to a point; thence N 01°36'12" E a distance of 115.00' to a point on the north property line, said point being 345.61' east of said W 1/4 corner, Section 2, Township 14 North, Range 11 East.

2. For the further consideration of the payment of One Dollar (\$1.00) and other valuable consideration, receipt of which is acknowledged, Grantor being the owner of the real property hereinafter described, does herewith give and grant unto Grantee, its successors and assigns, a temporary construction easement over, on and under a strip of land which embraces One Hundred (100) feet in width adjacent to the above described permanent easement and described as:

A 100' wide easement, 50' on both sides of and parallel to the above described permanent easement centerline.

3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipeline together with necessary manholes and cleanouts, and the transmission through said outfall sewer pipeline of sanitary sewage from the property now or hereafter embraced within the boundaries of the Grantee, its successors and assigns, or embraced within the areas which Grantee, its successors and assigns, is now or shall hereafter become obligated to serve by contract or other agreement. The exact location of said sanitary outfall sewer pipeline in the perpetual easementway shall be fixed and determined by the engineers for Grantee.

4. By accepting the foregoing permanent easement, Grantee agrees to pay all costs of construction of said sanitary sewer pipeline, to repair all fences which might be damaged in connection with said construction, maintenance or repair work, any damage to the contours of the land sustained by Grantor and to replace the soil as nearly as practically possible to its original condition. The Grantee further agrees to resod any portion of grass areas which have been damaged by virtue of the construction work performed both in the permanent easement and in the temporary easement.

5. Said permanent easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time, or if any portion of said sewer needs to be reconstructed after the above described property is improved, the Grantee will make good to the Grantor, or to his or their assigns, any and all damage that may be done by said changes, alterations, repairs or reconstruction by way of damages to fences, contours or other improvements thereon during the construction and thereafter.

6. Grantor, or its assigns, shall not build, create, construct, nor allow to be built, created or constructed any building or other structure at any point on the strip of land on which Grantee has its permanent easement rights, except for the construction of streets, sidewalks and driveways which shall be permitted; parking areas are also permitted.

7. The scope and purpose of said temporary construction easement is solely for the operation of drag lines, machinery, movement of equipment and all other things necessary and required for the construction of a sanitary sewer, paving, storm sewers, or other work in connection therewith required for the construction of a sanitary sewer pipeline or paving and storm sewers on the above described permanent easement. That said temporary construction easement is to be effective from the date hereof and shall continue until all construction has been completed in the permanent easement above described, but shall terminate in any event not later than the 1st day of March, 1974.

8. By accepting the foregoing temporary construction easement, Grantee agrees to repair all fences, if any, which may be damaged in connection with said construction work and to restore the land to its present condition as nearly as may be reasonably possible.

9. It is agreed between the Grantor and the Grantee that once the grade level of the manholes has been established by the engineers of the Grantee that any change thereafter made will be at the sole expense of the Grantor.

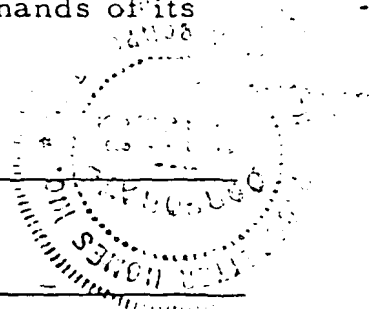
10. The Grantor, its successors and assigns, do hereby covenant with the Grantee, its successors and assigns, that they are well seized in fee of the premises above described, that they have the right to grant and convey this temporary and permanent easement aforesaid and that it will and its successors and assigns shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF the Grantor has hereunto set the hands of its President and Secretary the day and year first above written.

PACESETTER HOMES, INC.
a corporation,

By [Signature]

President



TRACT DESCRIPTION:

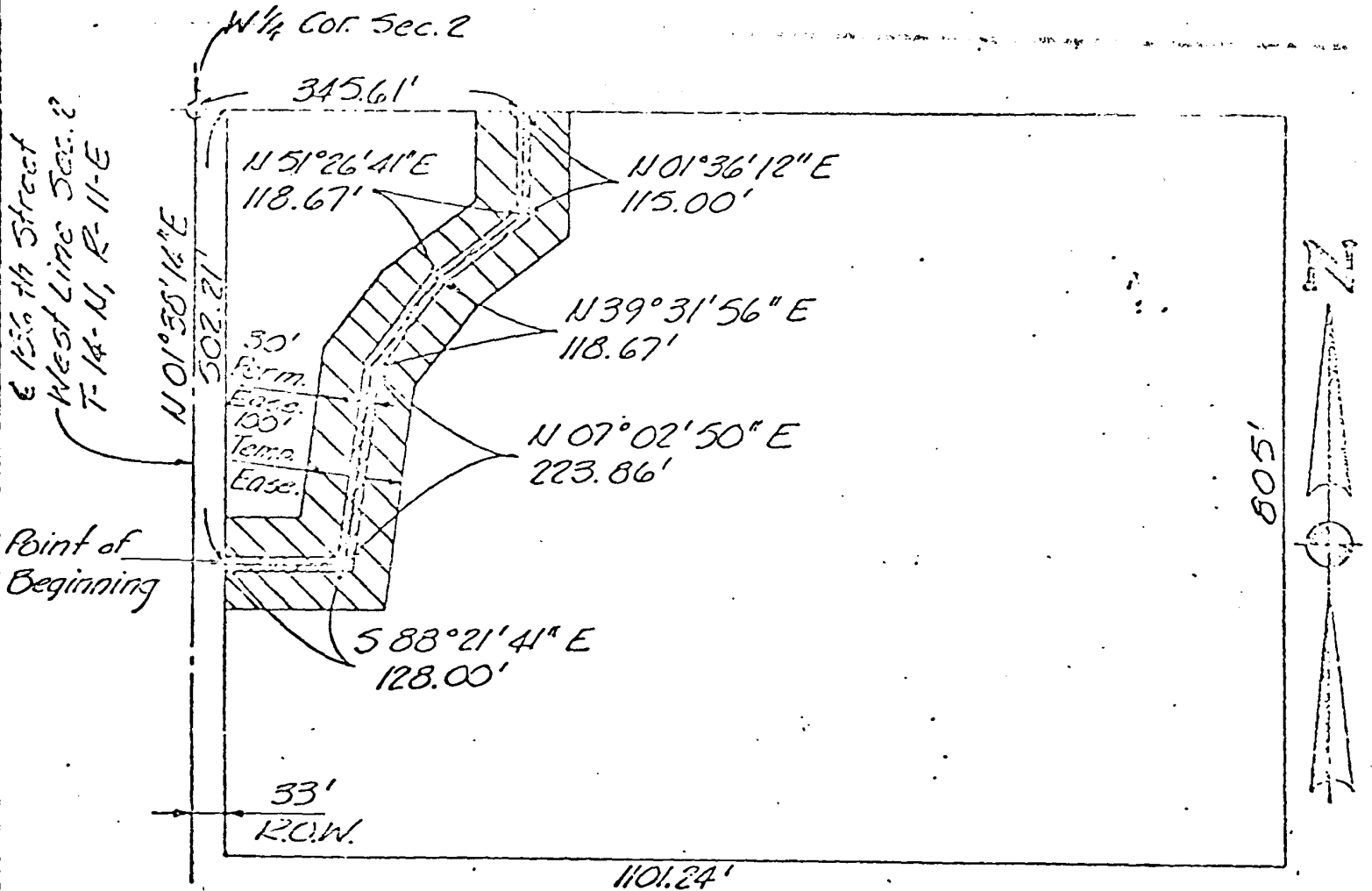
The North 805' of the West 1134.2' of the SW $\frac{1}{4}$ of Sec. 2, T14N, R11E of Douglas County, Nebraska. Containing 20.72 Ac.

EASEMENT DESCRIPTIONS:



PERMANENT EASEMENT:

A 30' wide easement, 15' on both sides of and parallel to the following described centerline; beginning at a point 502.21' south and 33.00' east of the W $\frac{1}{4}$ corner of said Sec. 2; thence S88°21'41"E a distance of 128.00' to a point; thence N07°02'50"E a distance of 223.86' to a point; thence N39°31'56"E a distance of 118.67' to a point; thence N51°26'41"E a distance of 118.67' to a point; thence N01°36'12"E a distance of 115.00' to a point on the north property line, said point being 345.61' east of said W $\frac{1}{4}$ corner, Sec. 2, T14N, R11E.

TEMPORARY EASEMENT. A 100' wide easement, 50' on both sides of and parallel to the above described permanent easement centerline.



LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

13 2 DAY OF July 1973 AT 1:44 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS 12.25

SCALE: 1" = 200'

Revised Feb 16, 1973