

PERMANENT EASEMENT

THIS EASEMENT AGREEMENT, made this 9th day of October, 1972, between the undersigned, DONALD W. PATRICK and REBECCA PATRICK, his wife, and JEAN P. BANDLER, unmarried, herein called "Grantor" whether one or more, and SANITARY AND IMPROVEMENT DISTRICT NO. 224 OF DOUGLAS COUNTY, NEBRASKA, its successors and assigns, herein called "Grantee",

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith convey, give and grant unto the Grantee a permanent easement over, on, across, and under the following described real property in Sarpy County, Nebraska, to-wit:

A 20 foot permanent sanitary sewer easement being located in the north one-half of the NE 1/4 of Section 14, Township 14 North, Range 11, East of the 6th P. M., Sarpy County, Nebraska, the centerline of said easement more particularly described as follows: Commencing at the NW corner of the N 1/2 of said NE 1/4; thence S 89°57'27" E (assumed bearing) on the north line of the N 1/2 of said NE 1/4, 15.00 feet; thence S 0°24'19" W on a line 15.00 feet east of and parallel to the west line of the N 1/2 of said NE 1/4, 33.00 feet to the point of beginning; thence continuing S 0°24'19" W on a line 15.00 feet east of and parallel to the west line of the N 1/2 of said NE 1/4, 1291.10 feet to a point on the south line of the N 1/2 of said NE 1/4.

2. The scope and purpose of said Easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer pipelines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purposes of the Easement.

3. Grantor agrees not to place any building or other structure of any kind on the permanent easement area, except that paving shall be permitted provided the paving does not cover or interfere with the manholes. Grantor further agrees not to do any other thing upon the permanent easement area which would impair the efficient operation and flow of sanitary sewage through the sewer lines located in the permanent easement area. Grantor further agrees that it will adjust the manholes to grade level in the event of any change of grade of the permanent easement area.

4. Grantor further conveys, gives and grants unto the Grantee a temporary construction easement 40 feet in width of which 15 feet shall be located west and 25 feet east of the centerline of the permanent easement. Said temporary easement shall be for use and occupation by Grantee during the time of initial installation.

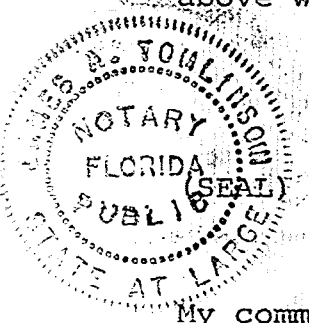
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STATE OF FLORIDA)
) ss.
COUNTY OF St. Lucie

On this 16th day of October, 1972, before me, a notary public in and for said County, personally came the above named Jean F. Bandler, unmarried, to me known to be the identical person who signed the foregoing document and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.



James A. Foulis

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 4, 1976
Bonded By American Fire & Casualty Co.