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GEORGE J. DOLAN
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

UM 15839 BK 1078 R 20-15-11 KP
CASH FB D1-60000
TYPE MISC PG 77-80 C/O COMP 8 SCAN KP
FEE 20.50 OF MISC LEGL PG 77 MC FV

2050

PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
TEMPORARY EASEMENT
SITE D-15-B PAPIILLION CREEK WATERSHED PROJECT

Tract 4

TRINITY CHURCH, INTERDENOMINATIONAL, a Nebraska corporation, (hereinafter referred to as "the GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE") to the GRANTOR, the receipt of which by the GRANTOR is hereby acknowledged, does hereby grant, convey and release unto the GRANTEE, its successors and assigns, a temporary easement, hereinafter described, in, over and upon

NENW
NW NW
SE NW
SW NW

A tract of land in the Northwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, consisting of 0.6 acres, more or less, identified as temporary construction area on Tract 4 of the tract map attached hereto as Exhibit "A" and incorporated herein by reference

(hereinafter referred to as "the Easement Area") for the purpose of and in connection with the construction of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed. The rights granted by this temporary easement shall include GRANTEE'S ingress and egress over the Easement Area for the purpose of construction, the right to borrow and spoil earthen materials, and the right to temporarily utilize the Easement Area for any necessary or convenient purposes associated with the construction of the Project.

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

(1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the GRANTEE'S exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended.

Return: Papio-Missouri River NRD
8901 S. 154th St.
Omaha, Ne. 68138
Attn: R. Puls

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privileges herein granted.

(3) This easement is subject to the rights and interest of the Omaha Public Power District in an easement covering all or a part of the Easement Area, recorded at Book 488, Page 375, Douglas County Register of Deeds.

(4) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(5) This easement shall expire and be of no further force and effect after December 31, 1994.

(6) This easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 10th day of June, 1993.

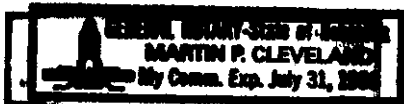
TRINITY CHURCH, INTERDENOMINATIONAL,
a Nebraska Corporation

By: Delbert Dale Bldg Comm. Chairman

STATE OF NEBRASKA)
) SS.
COUNTY OF Sarpy)

On this 10th day of June, 1993, before me, a Notary Public, personally came Delbert Dale President of TRINITY CHURCH, INTERDENOMINATIONAL, a Nebraska Corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Martin P. Cleveland
Notary Public

PAK30607.TE4

EXHIBIT "A"

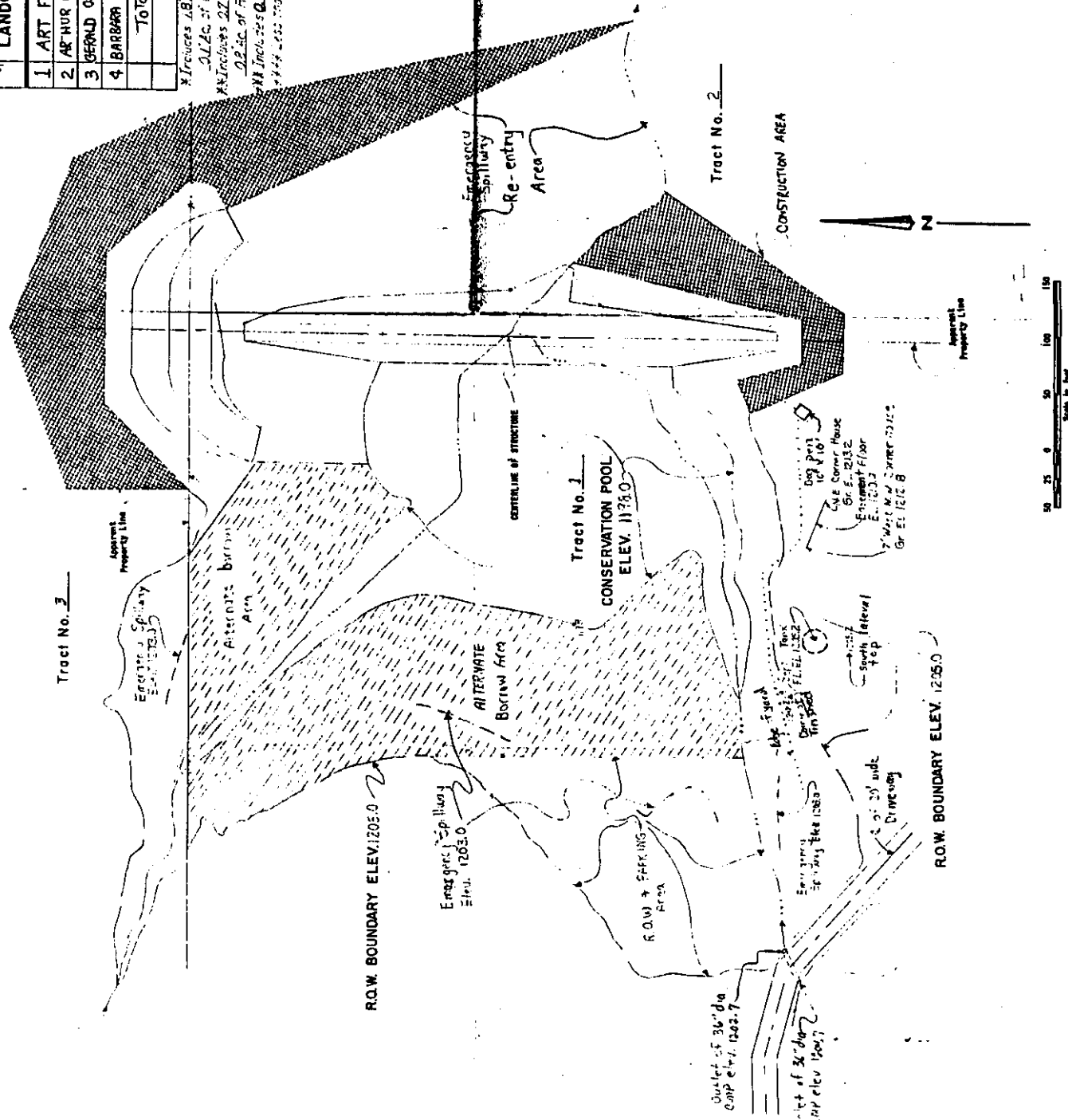
Tract No. 3
 1335'
 8° 20'
 Center of Sec. 20, T15N R1E

No.	LANDOWNER	ESTIMATED ACRES		TOTAL	RECEIVED	DATE
		CONSERVATION P. A. AREA	POOL			
1	ART FLETCHER	0.3	1.5	1.8	U.S.D.S., S.N.	
2	ARTHUR GREENE	0.4	1.9	2.3	U.S.D.S., S.N.	Ease ment
3	GERALD OSTRANSKY	—	0.3	0.3	U.S.D.S., S.N.	Ease ment
4	BARBARA SWANSON	0.3	0.6	0.9	U.S.D.S., S.N.	Ease ment
	Total	1.0	1.50	2.5		

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- 2. INVESTIGATION
- 3. CLEARING
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- 5. CONCRETE OPERATION
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- 7. SPILLWAY
- 8. DAM AND SPILLWAY
- 9. SPILLWAY FLOWAGE
- 10. PERM. FLOODING
- 11. TEMP. FLOODING
- 12. OPERATION AND MAINT.

*Includes 28 Ac. of Alternate Borrow and
 0.1 Ac. of Construction Area
 **Includes 22 Ac. of Construction Area and
 0.2 Ac. of Reentry Area
 ***Includes 0.6 Ac. of Construction Area
 **** Less than DL 50



WRITINGS FOR RECORD
 NOV 1957

Based on available field information and present design criteria, this topographic work and represents the approximate land rights required for construction and is to be used only as a tool in securing land rights.

The recording engineering agency will determine notice of ingress and egress required for installation and maintenance and receive the necessary rights for such needs.

REAL PROPERTY WORK MAP
 STRUCTURE D-15-B
 PAPILLION CREEK WATERSHED
 DOUGLAS COUNTY, NEBRASKA
 U.S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE

Approved: *[Signature]*
 Date: 5/27/57
 Title: FIELD ENGINEER
 License No. 5833
 Project: *[Signature]*
 Checked: *[Signature]*