

WHEN RECORDED RETURN TO:
Husch Blackwell, LLP
13330 California Street Suite 200
Omaha, NE 68154
Attn: Brent A. Meyer, Esq.

ASSIGNMENT OF EASEMENTS

This Assignment of Easements ("Assignment"), is made as of April 5, 2022, by and between Papio-Missouri River Natural Resources District, a Nebraska political subdivision, ("Assignor"), and Sanitary and Improvement District No. 564 of Douglas, Nebraska, a Nebraska political subdivision ("Assignee").

WHEREAS, Assignor and Assign signed that certain "Interlocal Agreement" dated as of March 23, 2022 (the "Interlocal Agreement"), which Agreement contemplates the conveyance of certain permanent easement rights, including, without limitation, the easements lying, being, and situate in the County of Douglas and State of Nebraska.

WHEREAS, the Assignor has certain permanent easement rights through the following instruments recorded with the Register of Deeds, Douglas County, Nebraska (collectively, the "Easements"): (1) Easement Site D-15-B Papillion Creek Watershed Project – Tract 1, recorded June 14, 1993 in Book 1078 at Page 63; (2) Easement Site D-15-B Papillion Creek Watershed Project – Tract 2, recorded June 14, 1993 in Book 1078 at Page 67; (3) Easement Site D-15-B Papillion Creek Watershed Project – Tract 3, recorded June 14, 1993 in Book 1078 at Page 73; and (4) Easement Site D-15-B Papillion Creek Watershed Project – Tract 4, recorded June 14, 1993 in Book 1078 at Page 81. Copies of the Easements are attached hereto as **Exhibit A**;

NOW, THEREFORE, pursuant and subject to the terms of the Interlocal Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's rights, title, duties, obligations and interest in and to the Easements to Assignee, and Assignee hereby accepts such assignment and hereby assumes and agrees to be bound by the Easements including all rights and liabilities of Assignor thereunder from and after the date of this Assignment and to perform all duties and obligations of Assignor under the Easements from and after the date of this Assignment.

2. Assignor and Assignee agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Assignment.

3. This Assignment is being delivered pursuant to the Interlocal Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the Interlocal Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.

4. This Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

5. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

**SANITARY AND IMPROVEMENT DISTRICT NO.
564, DOUGLAS COUNTY, NEBRASKA**

By A. Schroeder

Printed Name: Andrew Schroeder

Title: Clerk

STATE OF Nebraska)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of June, by Andrew Schroeder as clerk, on behalf of the SID.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Elizabeth M. Hix
Notary Public Signature

My Commission Expires:
January 26, 2023

[SEAL]

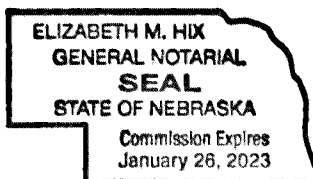


EXHIBIT A to Assignment

a tract of land in the North Half of the Northwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 5.2 acres, more or less, identified as Tract 1 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference

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^{NE 1/4}
a tract of land in the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 2.3 acres, more or less, identified as Tract 2 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference

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^{SW 1/4}
a tract of land located in the NW1/4 of Section 20, T15N, R11E of the 6th P.M., Douglas County, Nebraska, consisting of 0.3 acres, more or less, identified as Tract 3 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference,

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<sup>NE NW
NW NW
SE NW
SW NW</sup>
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 0.3 acres, more or less, more specifically identified as the emergency spillway on Tract 4 of the tract map attached hereto as Exhibit "A" and incorporated herein by reference

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10/14/2020

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①

JUN 14 2 05 PM '93
 GEORGE W. ...
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

CASH 15834 BK 1078 R 20-15-11 KP
 FB 01-60000
 TYPE MISC PG 63-66 C/O COMP SCAN W
 FEE 2090 OF MISC LEGL PG 63 MC FV

2050

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

Tract 1

ARTHUR L. FLETCHER AND JEAN FLETCHER (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, permanent, full and free right, liberty and authority to enter upon and use

a tract of land in the North Half of the Northwest Quarter of the Southwest Quarter of Saction 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 5.2 acres, more or less, identified as Tract 1 on 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, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery, the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure, and the right of the GRANTEE to construct and maintain fences enclosing such portions of the Easement Area as the GRANTEE determines necessary for public safety or preservation of the GRANTEE'S improvements.

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

Exhibit A

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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.

(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) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

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

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(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.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 24 day of May, 1993.

Arthur L. Fletcher
ARTHUR L. FLETCHER

Jean Fletcher
JEAN FLETCHER

10/14/2020

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State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this
24 day of May, 1993 by the above-named
Arthur L. Fletcher and Jean Fletcher, husband and wife.

E. Marie Witt
Notary Public



PAK21130.TR1

**PAPIO - MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**



8901 S. 154th St.
Omaha, NE 68138-3621
Fax 402-895-6543 Office 402-444-6222
Home 402-234-4178

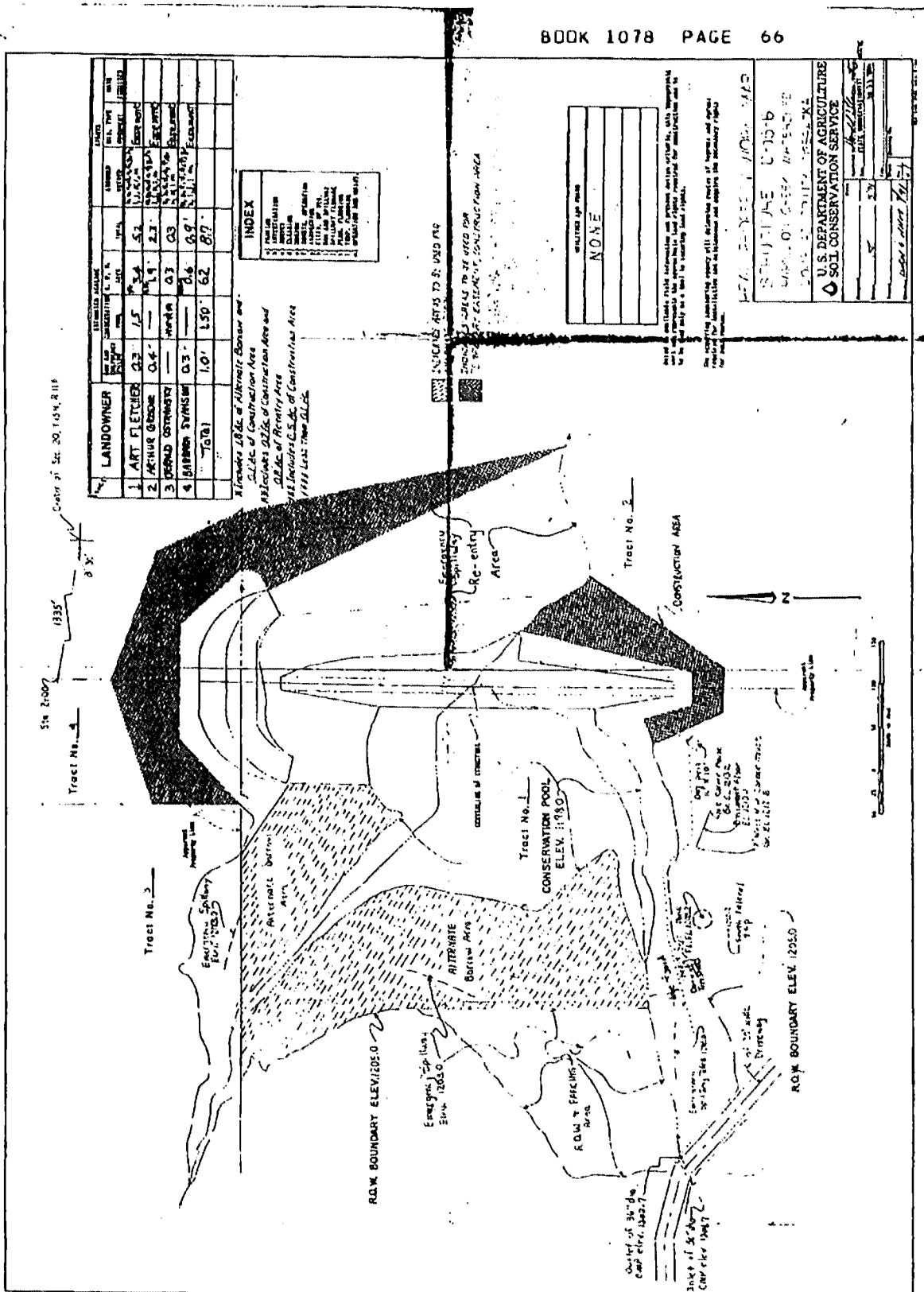
Ralph Puls - Land and Water Programs Coordinator

10/14/2020

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EXHIBIT "A"



JUN 14 2 05 PM '93

REGISTRY
RECORDS & CLERK
PUBLIC ACCOUNTANTS

UM 15835 1078 R 20-15-11 KP
CASH BK 1078 FB 01-60000
TYPE MISC PG 67-70 C/O COMP 8 SCAN
FEE 20% OF MISC LEGL PG 67 MC/FV

File: 502
157C
D-15B
8

205c

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

Tract 2

ARTHUR M. GREENE (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, permanent, full and free right, liberty and authority to enter upon and use

^{NE 4W}
a tract of land in the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 2.3 acres, more or less, identified as Tract 2 on 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, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery and the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure.

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

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

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.

(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) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

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

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(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.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 12 day of April, 1993.



ARTHUR M. GREENE

State of Nebraska)
) ss.
County of Douglas)

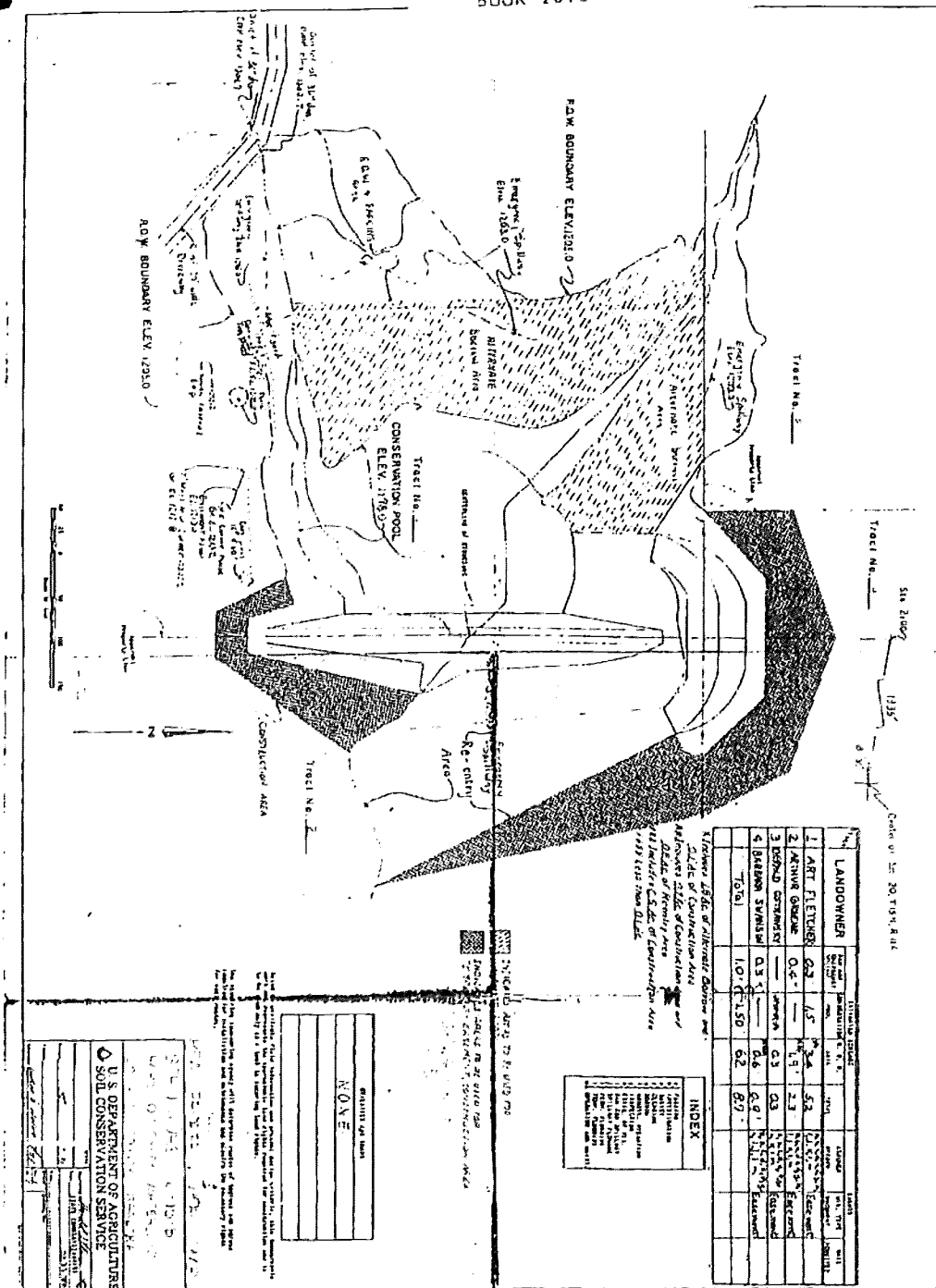
The foregoing instrument was acknowledged before me this
12th day of April, 1993 by the above-named
Arthur M. Greene.



Margaret Cohn
Notary Public

PAK21130.Tr2

EXHIBIT "A"



LANDOWNER	Section	Acres	Area	Notes
1. ART FLETCHER	0.3	1.5	0.45	Section 1, T12N, R10E
2. MERVIN GORDON	0.4	1.5	0.6	Section 2, T12N, R10E
3. EDWARD GORDON	0.3	1.5	0.45	Section 3, T12N, R10E
4. BARBARA SWANSON	0.3	1.5	0.45	Section 4, T12N, R10E
Total	1.0	1.50	0.95	

INDEX

1. Section 1, T12N, R10E

2. Section 2, T12N, R10E

3. Section 3, T12N, R10E

4. Section 4, T12N, R10E

QUALITY OF SOIL

NONE

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Map of Section 1, T12N, R10E, S10E

Scale: 1" = 100'

Tract No. 2

Tract No. 1

Scale: 1" = 100'

Notes: 1. Section 1, T12N, R10E, S10E
2. Section 2, T12N, R10E, S10E
3. Section 3, T12N, R10E, S10E
4. Section 4, T12N, R10E, S10E

10/14/2020

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RECORDED

JUN 14 2 05 PM '93

GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

LM 15838 BK 1078 R 20-15-1100 FB 01-60000
CASH TYPE misc PG TB-70 CIO COMP 8 SCAN 20
FEE 2050 OF misc LEGL PG 73 MC FV

2050

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

Tract 3

JERRY F. OSTRANSKY AND JUDY J. OSTRANSKY (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, permanent, full and free right, liberty and authority to enter upon and use

S.W.N.W

a tract of land located in the NW1/4 of Section 20, T15N, R11E of the 6th P.M., Douglas County, Nebraska, consisting of 0.3 acres, more or less, identified as Tract 3 on 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, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery and the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure.

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

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8401 S 154th St.
Omaha, Ne. 68138
Attn: R. Puls

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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.

(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) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

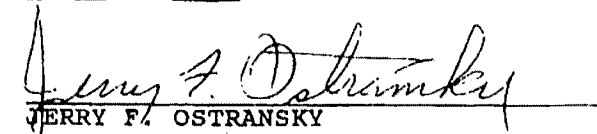
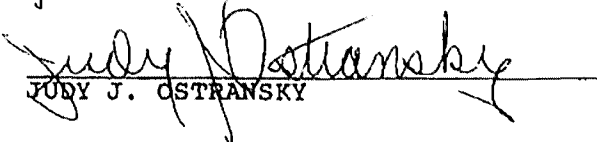
(4) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(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.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 3 day of June, 1993.


JERRY F. OSTRANSKY

JUDY J. OSTRANSKY

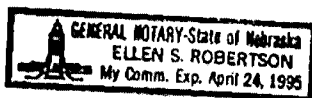
10/14/2020

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State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this
3 day of June, 1993 by the above-named
Jerry F. Ostransky and Judy J. Ostransky, husband and wife.



Ellen S. Robertson
Notary Public

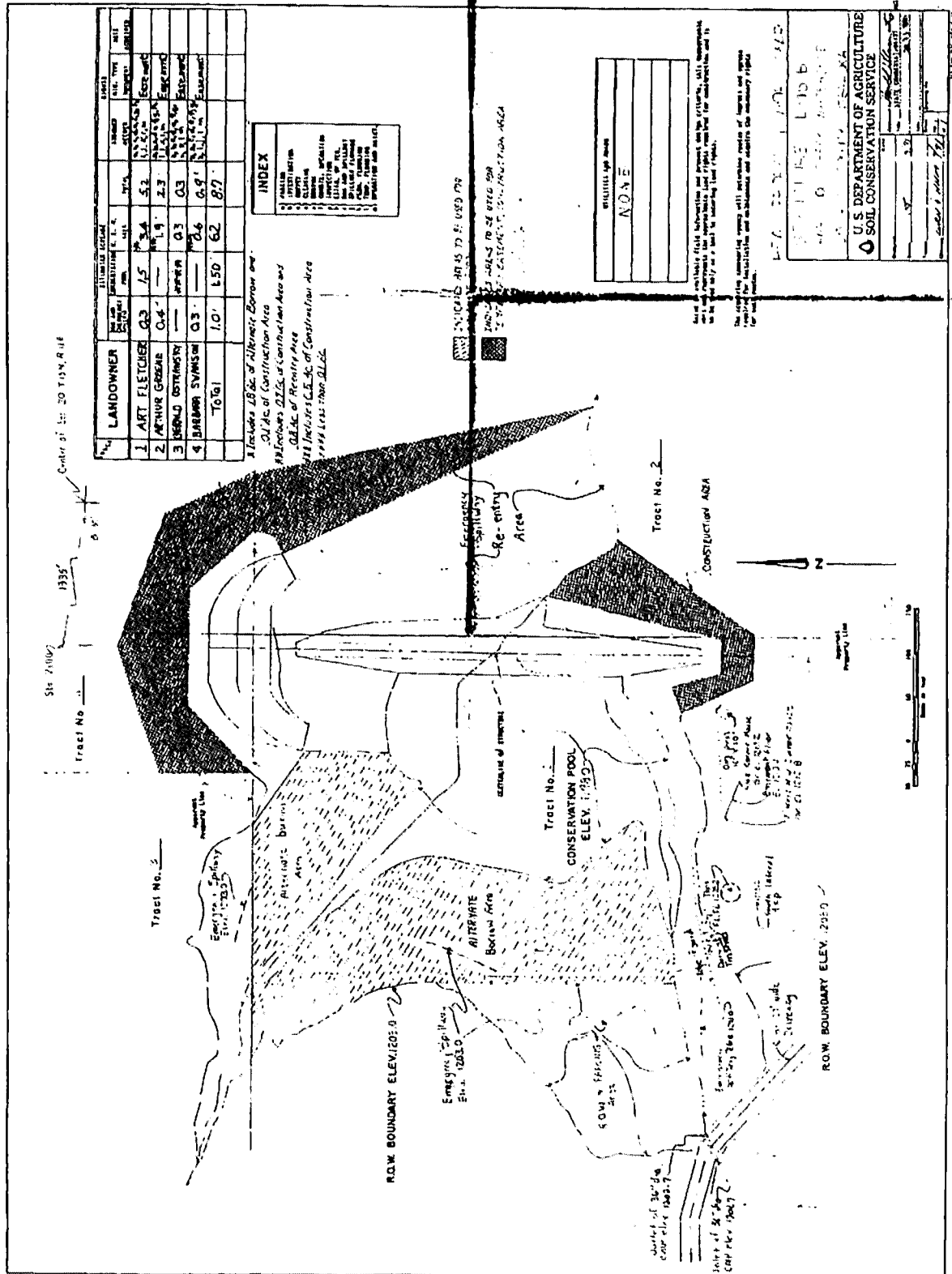
PAK21130.tr3

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EXHIBIT "A"



10/14/2020

Landmark Web Official Records Search

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JUN 14 2 05 PM '93

GEORGE...
REGISTERED...
DOUGLAS COUNTY

UM 15850 1078 R 20-15-11 KP
CASH BK FB 01-60000
TYPE MISC PG 81-84 C/O COMP 8 SCAN 8
FEE 20.50 OF MISC LEGL PG 81 MC FV

705W

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
PERMANENT EASEMENT
SITE D-15-B PAPILLION 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, permanent, full and free right, liberty and authority to enter upon and use

NE NW
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 0.3 acres, more or less, more specifically identified as the emergency spillway 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, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to utilize the air space above the grade stabilization structure to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery, and the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure.

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

Return: Papio-Missouri River NRD
89015. 154th St.
Omaha, Ne 68138
Attn: R. Puls

10/14/2020

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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.

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

(4) 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.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(6) If GRANTEE does not commence construction of the proposed grade stabilization structure within two (2) years of the date of this easement, the easement shall by its own terms expire and any and all interests of GRANTEE in the Easement Area shall revert to the GRANTOR.

(7) 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: *William Bly. Ann. Charis*

10/14/2020

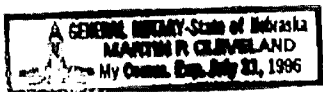
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STATE OF NEBRASKA)
COUNTY OF Sarpy) SS.

On this 15th 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

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