

46-95

EASEMENT

For and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, _____

Ralph Otten

do hereby grant, convey and release unto the County of Sarpy, its successors and assigns, full and free right, liberty and authority to enter upon the following described land, to-wit:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, all in Section 8, Township 13 North, Range 13 East, all in Sarpy County, Nebraska

FILED FOR RECORD 2-21-73 AT 12:45 P.M. IN BOOK 46 OF Miss Lewis No. Chg.
PAGE 95 Carl L. Hibbeled REGISTER OF DEEDS, SARPY COUNTY NEB.

For the purpose of and in connection with construction, operation, maintenance and inspection of a grade stabilization structure designated as S-31 in the plans for Papillion Creek Watershed, for the flowage of any waters in, over, upon or through such structure; and for the permanent storage and temporary detention, either or both, of any waters and sediment that are impounded, stored or detained by such structure and to include a site where suitable borrow material may be obtained for construction.

In the event construction on the above described works of improvement is not commenced within eight years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

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 and injuries sustained and arising out of the construction and operation of the works of improvement described above except damages to growing crops and fences damaged during construction.
- 2) The Grantee shall, within one year following completion of construction, amend the above described parcel to an area no greater than _____ acres in the above described parcel for the purpose of continued operation, maintenance and inspection of the constructed works, the precise acreage to be determined by legal survey at completion of said construction and Grantee shall furnish to the Grantor a copy of said survey describing the lands permanently taken. All lands not required for structure site shall revert to the Grantor.

Grantor shall be compensated for that acreage taken out of agricultural production by way of permanent easement on the basis of incentive payment arrived at by Sarpy County Board Resolution dated June 5, 1967, a copy of which is attached.

3) There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of Grantor at any time, in any manner and for a purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the right and privilege herein granted.

4) The Grantee is responsible for operation and maintenance of the above described works of improvement and Grantee shall have the unfettered right of ingress and egress for inspection, maintenance, upkeep

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or repair of the works of improvement.

5) The easement shall not pass nor shall the same be construed to pass to the Grantee any fee simple interest or title to the above described lands.

6) It is understood that no promises, verbal agreements, or understanding except as herein noted will be honored by the Grantee.

IN WITNESS WHEREOF THE Grantor has executed this instrument on the 15 day of April, 1972.

[Signature]
Signature of Grantor

Signature of Grantor

ACCEPTED:

For the County of Sarpy

STATE OF NEBRASKA)
) ss
COUNTY OF)

On this, the 15 day of April A.D., 1972, before me the undersigned Alan J. Hogan, Notary Public, duly commissioned and qualified for and residing in said County, personally came Ralph Otten

known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledge the same to be a voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

March 22, 1975
My Commission Expires:

