

EASEMENT

For and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Calvin W. Sorensen and Venice T. Arbuthnot 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:

That portion of land owned by Calvin W. Sorensen and Venice T. Arbuthnot lying in the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 28, Township 14 North, Range 12 East, of the 6th P.M. in Sarpy County, Nebraska, approximately 7 acres.

For the purpose of and in connection with construction, operation, maintenance and inspection of a grade stabilization structure designated as S-21 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, and for road right-of-way.

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 seven acres in the above described parcel for the purpose of continued operation, maintenance and inspection of the constructed works and road right-of-way, 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 and right-of-way 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 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) Sarpy County Highway Department hereby agrees to relocate a bridge which shall provide access to the rear of Grantor's farmland.
- 7) It is understood that no promises, verbal agreements, or understanding except as herein noted will be honored by the Grantee.

Sec # 020811

