EASEMENT

In consideration of the sum of Six Hundred Fifty and No/100 Dollars (\$650.00) and other good and valuable consideration in hand paid to Donald E. Turner and Mary Lou Turner, Husband and wife

(hereinafter referred to as "GRANTOR", whether one or more and irrespective of gender) by the PAPIO NATURAL RESOURCES DISTRICT (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, the GRANTOR herein grants the easements designated in paragrph(s) "C" below, for and in connection with the construction, operation and maintenance of a grade stabilization structure designated as S-6 in the plans for the Papillion Creek Watershed (hereinafter referred to as "the Structure"), as the plans for the same now exist or as they be amended by the GRANTEE from time to time, that is, the GRANTOR does hereby grant, convey and release unto the GRANTEE and its successors and assigns, permanent full and free right, liberty, and authority,

1.	(Structure). To rator upon the following described last of the GRAMTOR,
to-wit:	
	(Not Applicable)
said port	ion containing acres, more or less, for the purpose of
said ease insects, have the and subjacexcavation	ing, operating and maintaining the Structure and appurtenances thereto, ment also including the GRANTEE's rights to control vegetation and to borrow or deposit earth fill, to fence the above-described land, to air space above the Structure free from obstruction, to have lateral cent support for the Structure and appurtenances, and to prohibit or filling of such land. (Permanent Pool) To enter upon all that portion of the following
	land of the Grantor, to-wit:
described	(Not Applicable)
portion co permanent also inclu	pw contour elevationm,s,l, (feet above mean sea level), said ontainingacres, more or less, for the purpose of impounding a pool of water and sediment detained by the Structure, said easement using the GRANTEE's rights to control vegetation and insects, to borrow earth fill, and to prohibit excavation or filling of such land.

C. (Emergency Flood Pool) To enter upon all that portion of the following described land of the GRANTOR, to-wit: Part of the Northwest Ouarter of Section 21, Township 14 North, Range II East of the 6th P.M. in Sarpy County, Nebraska described as follows: Beginning at the Southwest Corner of said Northwest Ouarter, then North (assumed bearing) on the West line of said Northwest Quarter 862.69 feet; thence East 1336.0 feet; thence South 0°04'27" West on a line 1318.50 feet West of and parallel to the East line of said Northwest Quarter 864.38 feet; thence North 89°55'38" West on the South line of said Northwest Quarter 1334.87 feet to the point of beginning, lying below contour elevation 1139.0 m.s.l. (feet above mean sea level), said portion containing 1.4 acres more of less (including land described in paragraph B, above) for the purpose of occasional and temporary inundation by flood water and sediment detained by the 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 sustained by the GRANTOR, his heirs, successors and assigns, by reason of the exercise of any of the rights or privileges herein described or granted. The GRANTOR states his 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 he is also aware that the GRANTEE is not required by law or by this easement to undertake or perform the project and that this grant of easement is not renditional on, but is made for the purpose of encouraging the GRANTEE to indictake and perform the project. The GRANTOR therefore voluntarily waives implicate by the GRANTEE with the motice and other provisions of the Uniform Provisions of the Uniform Provision for Acquiring Private Priperty for Public Use (Sec. 25-2501 R.R.S. 1963, et seq., is amended), and the Uniform Relocation Assistance and Real Encours A quinting Policies Act (PL 91-64-63, it either to applicable.

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- (2) 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 rights, and privileges herein granted.
- (3) The GRANTOR shall not be responsible for operation and maintenance of the above-described works of improvement.
- (4) 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.
- (5) 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 _____7th day of October, 1988.

Signature of Grantor

STATE OF NEBRASKA) ss. COUNTY OF Douglas)

On this 7 day of October, 1988, before me, a Notary Public in and for said County, personally came the above named Donald E. Turner and Mary Lou Turner who tare) personally known to me to be the identical person(s) whose name(s) (are) affixed to the above instrument as GRANTOR, and acknowledged the execution of said instrument to be his (her or their) voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

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Notary Public

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