

STORAGE & FLOWAGE
EASEMENT

88-14927

That in consideration of Fourteen Thousand Seventy and No/100 Dollars (\$14,070.00) and other good and valuable consideration paid to

O. Arthur Armburst and Jean B. Armburst, husband and wife
hereinafter referred to as GRANTOR, by the Papio Natural Resources District, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon the following described land of the GRANTOR situated in Sarpy County, State of Nebraska, said land being described as follows:

(See Exhibit "A")

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For the purpose of and in connection with construction, operation, maintenance and inspection of a grade stabilization structure designated as S-6, in the plans for the 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.

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 growing crops, sustained by the Grantor(s), his successors and assigns, by reason of the exercise of any of the rights or privileges herein described or granted. The Grantor(s) state their awareness that the Grantee(s) may have a planned project involving acquisition of this easement and that the Grantee(s) may be authorized to use eminent domain for its acquisition, but the Grantor(s) further state that they are also aware that the Grantee(s) are not required by law or by this easement to undertake or perform the project and that this grant of easement is not conditional on, but is made for the purpose of encouraging the Grantee(s) to undertake and perform the project. The Grantor(s) therefore declare this grant of easement to be an unconditional gift and voluntarily waive compliance by the Grantee(s) 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 the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646.

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

(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 Grantor(s) shall not be responsible for operation and maintenance of the above described works of improvement and Grantee shall have the unfettered right of ingress and egress over all the land of the Grantor adjoining the structure for inspection, maintenance, construction, upkeep or repair of the works of improvement.

(5) No excavation, filling or boring shall be done in the easement area without the prior consent of the GRANTEE.

(6) 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.

(7) The GRANTOR acknowledges that the use of firearms shall not be permitted within the described easement area.

(8) 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 27th day of September of 1988.

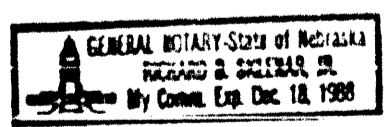
[Signature]
Signature of Grantor

[Signature]
Signature of Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of September, 1988, before me, a Notary Public in and for said County, personally came the above named O. Arthur Armbrust AND JEAN B. Armbrust, husband & wife who ~~is~~ (are) personally known to me to be the identical person(s) whose name(s) ~~is~~ (are) affixed to the above instrument as Grantor, and acknowledged the execution of said instrument to be ~~his~~ their) voluntary act and deed.

WITNESS my hand and Notarial Seal the Date last aforesaid.



[Signature]
Notary Public

A tract of land in the East Half of the Northwest Quarter of Section 21, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows; commencing at the Southeast corner of the Northwest Quarter of said Section 21, thence N 0° 00' 00" W (assumed bearing) to the point of beginning located on the West line of the Northwest Quarter of said Section 21, a distance of 356.41 feet; thence continuing North (assumed bearing) along the East line of the northwest Quarter of said Section 21, a distance of 283.50 feet; thence N 30° 45' 39" W, a distance of 587.31 feet; thence S 89° 05' 31" W, a distance of 285.76 feet; thence S 00° 56' 02" E, a distance of 115.62 feet; thence N 86° 34' 23" W, a distance of 548.78 feet; thence S 81° 06' 10" W, a distance of 190.80 feet; thence S 00° 17' 34" E, a distance of 253.34 feet; thence S 80° 01' 43" E, a distance of 342.06 feet; thence S 55° 36' 56" E, a distance of 330.30 feet; thence S 46° 18' 41" E, a distance of 219.58 feet; thence S 11° 22' 56" W, a distance of 388.41 feet; thence N 89° 42' 17" E, a distance of 443.35 feet; thence N 27° 21' 27" E, a distance of 403.14 feet, to the point of beginning. Said parcel containing 19.48 acres, more or less.

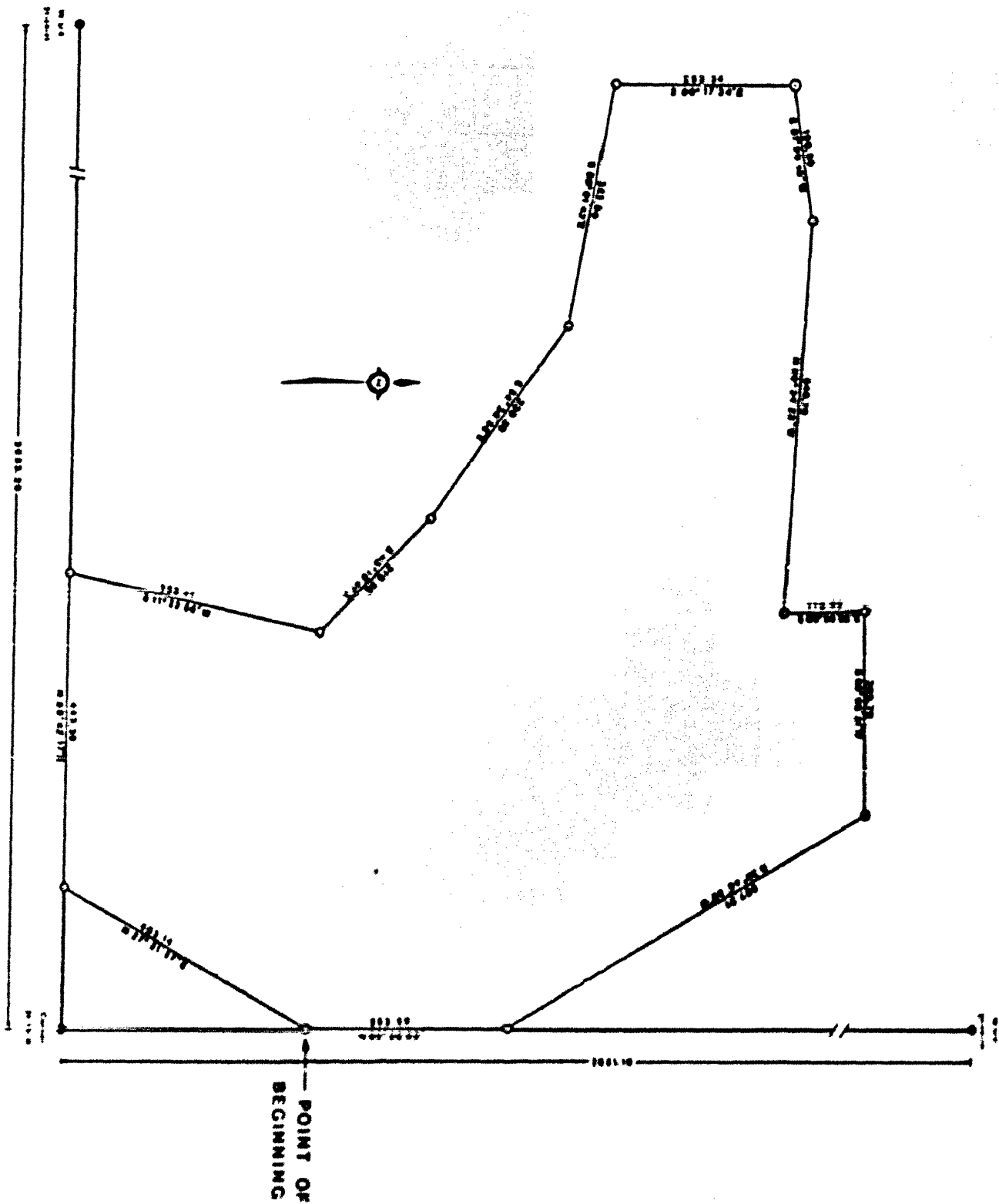


EXHIBIT 'A'