

FILED SARPY COUNTY  
INSTRUMENT NUMBER

89-01468

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EASEMENT

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GRANTEE \_\_\_\_\_  
GRANTOR \_\_\_\_\_  
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89-01468

In consideration of the sum of Eight Hundred Eighty and No/100 Dollars (\$880.00) and other good and valuable consideration in hand paid to

Deryle D. Heger and Mabel Heger, husband & 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 paragraph(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,

A. (Structure) To enter upon the following described land of the GRANTOR, to-wit:

(Not Applicable)

said portion containing \_\_\_\_\_ acres, more or less, for the purpose of constructing, operating and maintaining the Structure and appurtenances thereto, said easement also including the GRANTEE's rights to control vegetation and insects, to borrow or deposit earth fill, to fence the above-described land, to have the air space above the Structure free from obstruction, to have lateral and subjacent support for the Structure and appurtenances, and to prohibit excavation or filling of such land.

B. (Permanent Pool) To enter upon all that portion of the following described land of the Grantor, to-wit:

(Not Applicable)

lying below contour elevation \_\_\_\_\_ m.s.l. (feet above mean sea level), said portion containing \_\_\_\_\_ acres, more or less, for the purpose of impounding a permanent pool of water and sediment detained by the Structure, said easement also including the GRANTEE's rights to control vegetation and insects, to borrow or deposit 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: All of the South Half (S-1/2) of the East Half (E-1/2) of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4), except the southernmost 862.69 feet, in Section Twenty-One (21) Township Fourteen (14) North, Range Eleven (11) East of the 6th p.m., Sarpy County, Nebraska lying below contour elevation 1139.0 m.s.l. (feet above mean sea level), said portion containing 1.1 acres, more or 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 conditional on, but is made for the purpose of encouraging the GRANTEE to undertake and perform the project. The GRANTOR therefore 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 the Uniform Relocation Assistance and Real Property Acquisition Policies Act (PL 91-646), if either is 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 3rd day of February, 1989.

*Daryl Hege*  
Signature of Grantor

*Mabel Hege*  
Signature of Grantor

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Douglas )

On this 3rd day of FEBRUARY, 1989, before me, a Notary Public in and for said County, personally came the above named Daryl D. Hege & Mabel Hege, 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 (her or (their)) voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

*Richard D. Sklenar, Jr.*  
Notary Public

