

FILED SARPY CO. NE

BOOK 60 Misc Rec

PAGE 3457

1987 NOV 30 PM 4 13

PAPIO NATURAL RESOURCES DISTRICT
PAPILLION CREEK LEVEE EASEMENT

RECEIVED
BELLEVUE PLANNING & COMM. DEV.

SEP 09'87

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

THE CITY OF BELLEVUE, NEBRASKA

herein called the GRANTOR, owner of or having an interest in the following tract of land in the County of Sarpy, State of Nebraska, more particularly described as follows, to-wit:

A tract of land in ~~Lots 1 and 2~~^{B1}, Tax Lot 9A, in the Northwest Quarter (NW 1/4) of Section 10, T13N, R13E, Sarpy County, Nebraska, described as follows, to-wit: Beginning at the Northwest corner of said section; thence South (assumed bearing South 0°00'00" West) a distance of 561.03 feet; thence South 83°02'41" East a distance of 60.45 feet to the point of beginning (said point of beginning lying on the West line of Lot 2); thence continuing on a straight line South 83°02'41" East a distance of 362.25 feet to a point on the East line of Lot 1; thence South 03°03'10" West a distance of 139.50 feet to the Southeast corner of said Lot 2; thence North 88°16'23" West a distance of 350.28 feet to the Southwest corner of said Lot 2; thence North 00°00'00" East a distance of 172.00 feet to the point of beginning,

such tract (hereinafter referred to as "the easement area") consisting of approximately 1.2 acres

does hereby grant, convey and release unto the PAPIO NATURAL RESOURCES DISTRICT, Nebraska, herein called the GRANTEE, and its successors and assigns, a perpetual and assignable easement in, over, and upon the easement area.

Pursuant to this easement, the GRANTEE and its successors and assigns, shall have permanent, full and free right, liberty and authority to enter upon the easement area and construct, operate, repair and maintain thereon a levee and other permanent improvements to the Papillion Creek and tributary channels located on or adjacent to the above described lands. Such channel improvements may include, but shall not be limited to channel widening, reshaping, deepening and straightening, and clearing and snagging of trees, brush, and other debris, for or in connection with the operation, maintenance, and inspection of such levee and channels and for the flowage of any waters in, over, upon or through such channel. 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 by reason of the exercise of any of the rights or privileges

19217

described or granted by the above; and the GRANTOR further waives the statutory procedure for arriving at damages by reason of changes in grade, and the statutory procedure for acquiring private property for public use (see Sec. 25-2501 to 25-2506 R.R.S. 1974 as amended).

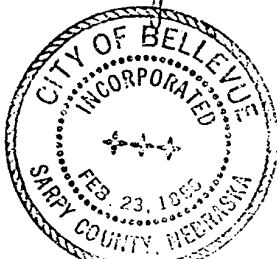
(2) This easement includes the GRANTEE'S right of pedestrian and vehicular ingress and egress at any reasonable time over and upon the easement area, and over and upon any other adjoining land of the GRANTOR, not then occupied by buildings or other fixtures which would be damaged by the exercise of such right, for the purpose of construction, inspection, maintenance, upkeep or repair of the works of improvement. This Easement also includes the GRANTEE'S right to control the vegetation and insects in the easement area, the right to have the air space above the easement area free from obstruction, the right to have lateral and subjacent support for the levee, improved channel and appurtenances, and also includes the GRANTEE'S right to construct and maintain fences enclosing such portions of the easement area as the GRANTEE determines necessary for public safety and preservation of the works of improvement.

(3) There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the easement area at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privileges herein granted.

(4) The GRANTOR shall not be responsible for operating or maintaining the above described works of improvements.

(5) This 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.

IN WITNESS WHEREOF, the GRANTOR sets its hand this 28 day of September, 1987.



THE CITY OF BELLEVUE, NEBRASKA

By Inez M. Boyd
MAYOR

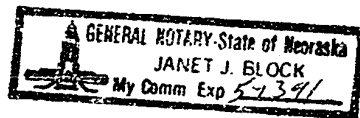
ATTEST:

Beverly H. Hidy
CITY CLERK

60-3457B

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS.

The foregoing instrument was acknowledged before me this
28th day of September, 1987, by Inez M. Beach,
Mayor of the City of Bellevue, Nebraska, on behalf of the City of
Bellevue, Nebraska.



Janet J. Block
Notary Public