

42-4
For consideration of One Dollar (\$1.00) and the agreement by Sarpy County to assist in the cost of the gully control structure to be erected by Grantor, which cost assistance shall not exceed one half of that part of the cost of such structure which is not contributed by the United States of America, not to exceed \$ 495.00

I/WE, Rudolph Otte, Mabel D. Otte, Grantors, for ourselves and for our heirs, successors and assigns, do hereby grant unto the County of Sarpy, its successors and assigns, authority to enter upon and operate and maintain the grade stabilization structure for a period of 50 years as the same shall be constructed by Grantor upon the following described lands, to wit:

All land necessary for the structure and appurtenances and the permanent and temporary impoundment of water by the structure located in the NE 1/4 of the NW 1/4, Section 19, Township 14, Range 12, Sarpy County.

This grant shall be subject to the following:

- a) There is reserved to the Grantor the right and privilege to use the above land in any manner and for any purpose consistent with the use by the County of the privileges herein granted.
- b) The consideration recited herein shall constitute payment in full for all damages sustained or to be sustained by the construction, operation, maintenance, and inspection of the works of improvement described herein.
- c) The Grantor grants to the County Authority to inspect the grade stabilization structure at all reasonable times.
- d) The Grantor agrees with the County that he will assist in the cost of the structure in amount at least equivalent to the amount contributed by the County; and further agrees that he shall cause the said structure to be erected according to the plans and specifications of the Soil Conservation Service, the receipt of a copy of which is hereby acknowledged, and that he shall operate and maintain the aforesaid grade stabilization structure in accordance with said plans. The word maintenance shall not be construed to mean reconstruction of a structure if the design capacity is exceeded. An adequate vegetative cover shall also be maintained on the structure by the Grantor which shall provide a minimum of seventy percent (70%) cover of desirable species, with no active rilling that cannot be controlled by the vegetation. It is agreed by the Grantor that should he fail to comply with his duty of maintenance as described herein that following thirty (30) days written notice to the Grantor addressed to him at his last known address in Sarpy County, Nebraska, advising and demanding that he should comply as aforesaid that upon such failure to comply, the County in which the above described real estate is located shall have authority to enter upon the land and to perform work of maintenance as necessary to comply with the plans. The cost of such maintenance shall be at the expense of the Grantor and may be collected in an action of law instituted by and in the name of the County in which the real estate is situated.
- e) This easement shall not pass nor shall the same be construed to pass to Sarpy County any fee simple interest or title to the above described lands.

IN WITNESS WHEREOF, the GRANTOR sets his hand and seal this 30th day of November, 19 69.

Accepted:

[Signature] Rudolph Otte
[Signature] Mabel D. Otte
Chairman County Board of Sarpy County Neb. Nov 5 1970 AT 11 O'CLOCK A.M.
State of Nebraska) ss

County of Sarpy) ss [Signature] REGISTER OF DEEDS

On this 30 day of November, 1969, before me, Notary Public, and for said County of Sarpy, State of Nebraska, Person(s) whose name(s) came Rudolph & Mabel D. Otte who is/are known personally to me to be the identical person(s) whose name(s) is/are Rudolph & Mabel D. Otte the above instrument, and acknowledged the same to be a voluntary act.

[Signature]
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