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1996 SEP 23 AM 10:25
HELEN DAVIS
BURT COUNTY CLERK

11-2-11
022104

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
STRUCTURE SC-1 (TRACT 3), SILVER CREEK WATERSHED PROJECT
PERMANENT EASEMENTS**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, **HELEN M. THOMAS** (hereinafter called "the GRANTOR"), owner of the following described real property, to-wit:

The North One Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township 22 North (T22N), Range Ten, East (R10E) of the 6th P.M., Burt County, Nebraska

(hereinafter called "the GRANTOR'S PROPERTY"), for herself and for her successors and assigns, does hereby grant to the Papio-Missouri River Natural Resources District, (hereinafter called "the GRANTEE") and to its successors and assigns, the easements hereinafter described, which shall run with the land, to-wit:

A. PERMANENT EASEMENT FOR GRADE STABILIZATION STRUCTURE: The GRANTEE is hereby granted the permanent, full, and free right, liberty and authority to enter upon and use that portion of the GRANTOR'S PROPERTY (such portion hereinafter being referred to as "the Structure Easement Area") upon which the GRANTEE shall construct a grade stabilization structure (hereinafter referred to as "the Structure") designated as Silver Creek Watershed Structure SC-1, Silver Creek Watershed Project. The GRANTEE may use the Structure Easement Area for the purpose of construction, operation, maintenance, repair, and inspection of the Structure, and for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by the Structure. This easement also includes the permanent rights of the GRANTEE to use the Structure Easement Area for borrow and fill of earthen

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materials; to have unimpeded ingress and egress over and across the Structure Easement Area; to control vegetation, animals, fish, and insects in the Structure Easement Area; to fence all or part of the Structure Easement Area; and, to have the air space above the Structure Easement Area free from obstruction to such height as will permit passage and operation of the GRANTEE's machinery. There is reserved to the GRANTOR, and her successors and assigns, the right and privilege to use the Structure Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the GRANTEE, its successors and assigns, of the rights herein granted; provided, however, no other structures shall be erected, nor shall any other excavation, filling, boring, nor any dumping, storage of personal property, cultivation or animal grazing, be performed or permitted in the Structure Easement Area without the prior written consent of the GRANTEE, or its successors or assigns. The GRANTOR shall not be responsible for operation or maintenance of the Structure or its appurtenances.

B. PERMANENT EASEMENT FOR CONSERVATION AND FLOOD POOL: The GRANTEE is hereby granted the permanent, full, and free right, liberty and authority to enter upon and use that portion of the GRANTOR'S PROPERTY (such portion hereinafter being referred to as "the Pool Easement Area") which shall become inundated by any waters and sediment which may be impounded, stored or detained by the Structure. The GRANTEE may use the Pool Easement Area for the purpose of permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by the Structure. This easement also includes the permanent rights of the GRANTEE to have unimpeded ingress and egress over and across the Pool Easement Area, and to borrow and remove earthen materials or silt from the Pool Easement Area. There is reserved to the GRANTOR and her successors and assigns, the right and privilege to use the Pool Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the GRANTEE, its successors and assigns, of the rights herein granted; provided, however, that the GRANTEE, and its successors and assigns, shall not be responsible for loss of or damage to any property or crops in the Pool Easement Area which may be caused directly or indirectly by waters or sediment impounded, stored or detained by the Structure.

C. PERMANENT EASEMENT FOR INGRESS AND EGRESS: The GRANTEE is hereby granted the permanent right to ingress and egress over and across the unimproved portions of the GRANTOR'S PROPERTY for the purpose of the exercising rights and privileges granted by this easement document.

General Provisions

1. The consideration recited herein shall constitute payment in full for any and all damages sustained by the GRANTOR and her successors and assigns by reason of the exercise of any of the rights or privileges herein expressly granted or reasonably implied.
2. GRANTOR, for herself and for her successors and assigns, covenants and agrees that she is the owner of the GRANTOR'S PROPERTY and that she has good right to

convey these easements over portions of the same; that said premises are free and clear of all liens and encumbrances; and, that she will warrant and defend the GRANTEE's title to the easements granted by this easement document against the lawful claims and demands of all persons whomsoever.

3. This Easement shall not pass, nor be construed to pass, to the GRANTEE, any fee simple interest or title.

4. GRANTOR warrants that no verbal or written representations or inducements have been made or given by the GRANTEE, or by any of its officers, agents or employees, other than as may be recited in this document.

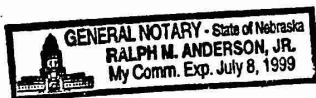
DATED this 17th day of June, 1996

Helen M. Thomas
HELEN M. THOMAS

State of Nebr)
County of Bart) ss.

On this 17th day of JUNE, 1996, before me, a Notary Public, personally came HELEN M. THOMAS, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Ralph M. Anderson
Notary Public

MORTGAGE SUBORDINATION

ADDIE C. TENNEY, mortgagee, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby subordinate the mortgage filed in Book 64 at Pages 462-463 of the mortgage records of the Register of Deeds of Burt County, Nebraska, and all his/her right, title and interest in and to the above-

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STANDARD NO. 75. Ancient Mortgages.

An abstracter may omit all mortgages or trust deeds, and any affidavits, extensions, assignments, or releases relating thereto, or court proceedings to enforce the same which do not result in a completed title transaction, if the debt, as extended, has matured more than 10 years prior to the date of the abstracter's certificate; or, if the mortgage or trust deed reflects no due date thereon and more than 20 years have lapsed since the date of the filing and recording thereof, Provided the abstract reflects the omission is pursuant to this Title Standard, and Section 25-202 and Section 76-239, R.R.S. 1943 of Nebraska.

SUGGESTED CERTIFICATE BY ABSTRACTER

This abstract omits all mortgages or trust deeds, and any affidavits, extensions, assignments, or releases relating thereto, or court proceedings to enforce the same which do not result in a completed title transaction, if the debt, as extended, has matured more than 10 years prior to the date of the abstracter's certificate; or, if the mortgage or trust deed reflects no due date thereon and more than 20 years have lapsed since the date of the filing and recording thereof, pursuant to Title Standard No. 75, and Section 25-202 and Section 76-239, R.R.S. 1943 of Nebraska.

NOTES:

Ref: 64-462 mtg ex
Bears Date of 1975
NA