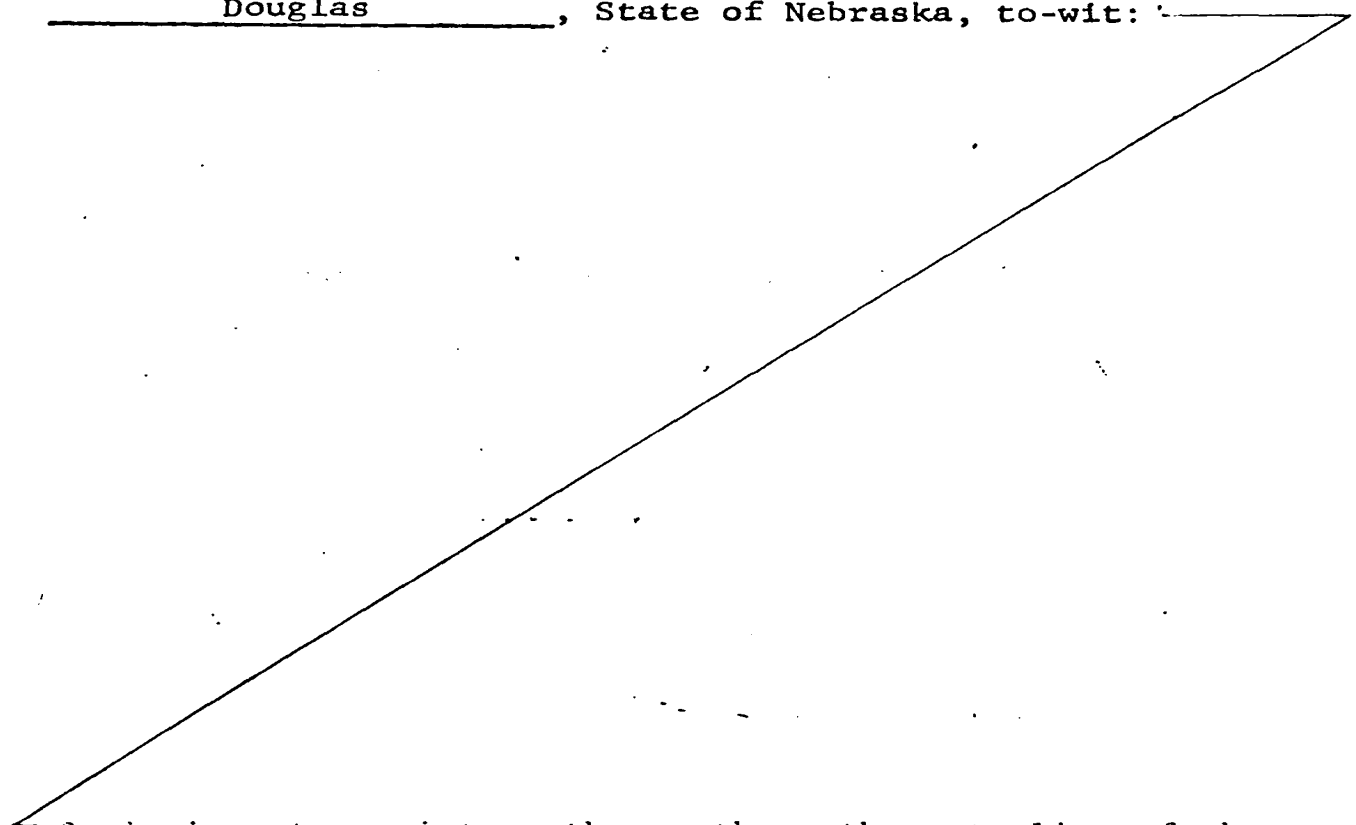


PAPIO NATURAL RESOURCES DISTRICT
PAPILLION CREEK CHANNEL AND LEVEE EASEMENT

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

Ryder Truck Rental, Inc., a corporation

herein called the Grantor, whether one or more, does hereby
grant, convey and release unto the PAPIO NATURAL RESOURCES
DISTRICT, Nebraska, herein called the Grantee, and its
successors and assigns, a perpetual easement in, over, and
upon the following described land situated in the County of
Douglas, State of Nebraska, to-wit:



Beginning at a point on the north-south centerline of the south-
west quarter (SW $\frac{1}{4}$) of Section One, Township Fourteen North, Range
Twelve East, which is 128.9 feet south of the center of the said south-
west quarter (SW $\frac{1}{4}$); thence south along said centerline a distance of
approximately 137.6 feet to a point on the west right-of-way line of
the Missouri Pacific Railroad; thence northeasterly along said right-
of-way line a distance of 140.9 feet to a point; thence northwesterly
a distance of 76.6 feet more or less to the point of beginning (an
area of approximately 0.1 acres all in the southeast quarter (SE $\frac{1}{4}$) of
the southwest quarter (SW $\frac{1}{4}$) of Section 1-14-12)

Pursuant to this Easement, the Grantee and its successors and assigns, shall have permanent, full and free right, liberty and authority to enter upon such land and construct, operate and maintain thereon flood control dikes and appurtenances thereto and improvements to the Papillion Creek and tributary channels located on or adjacent to the above described lands. Such construction may include widening, deepening, straightening, and clearing and snagging of trees, brush, and other debris, for or in connection with the operation, maintenance, and inspection of such channels and dikes 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 described or granted by the above (except reimbursement for damages to growing crops and to fences); 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. (Sec. 25-2501 to 25-2506 R.S.S. 1974 as amended).

2. In the event construction on the above-described works of improvement is not commenced within three years of the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

3. This Easement includes the right of ingress and egress at any time over and upon the above-described land of the Grantor and any other land of the Grantor adjoining said land.

4. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above-described 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.

5. The Grantor shall not be responsible for operating and maintaining the above-described works of improvements.

6. 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 his hand and seal this 31st day of May, 1977.

Ryder Truck Rental, Inc., a corporation

By: W.R. Bowell
Title: VICE-PRESIDENT

[Handwritten signature]
5/26/77

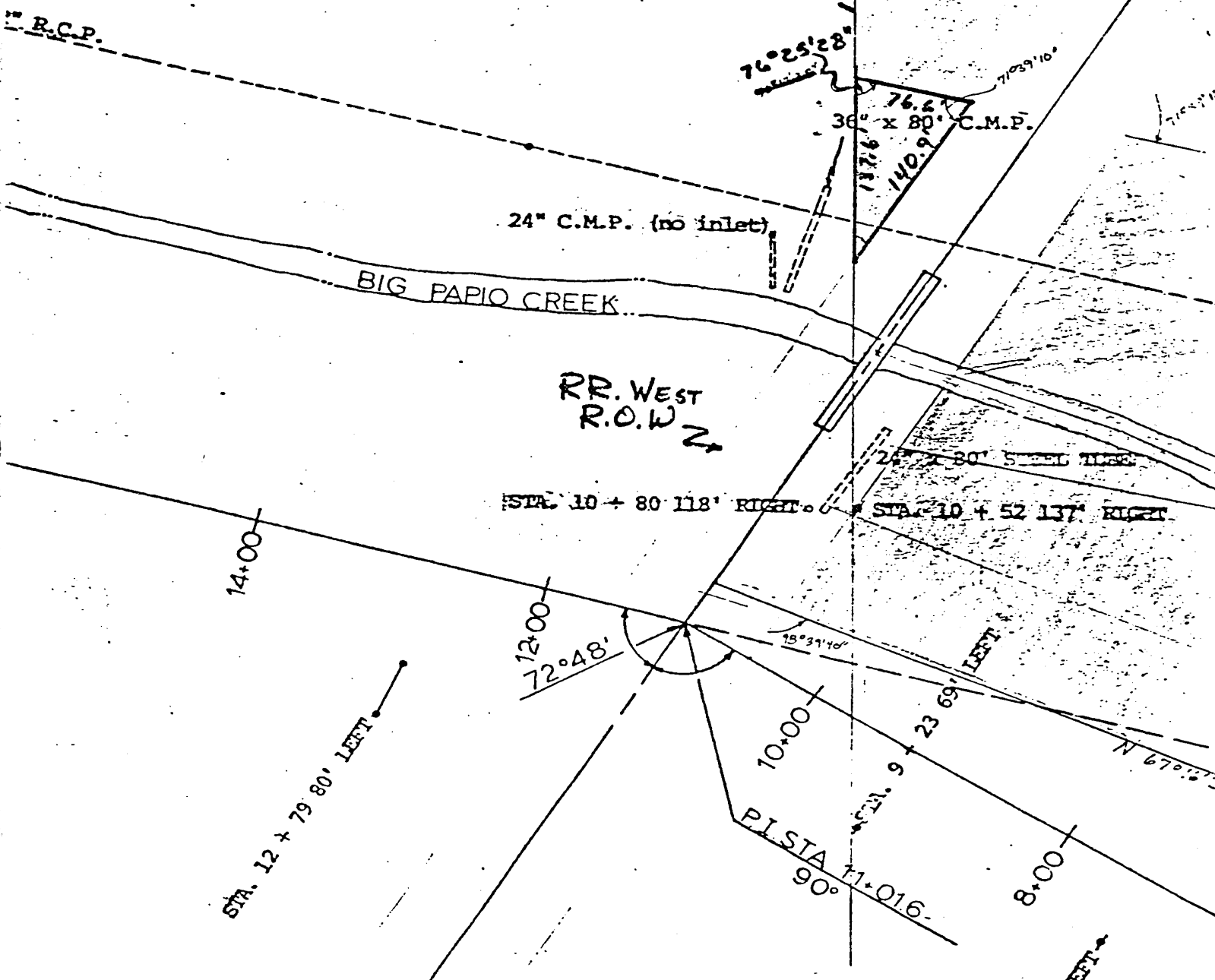


RYDER TRUCK RENTAL

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CENTER OF THE S.W. 1/4
SECT. 1-14-12

1318.78'



STATE OF FLORIDA)
) ss
COUNTY OF DADE)

On this 31st day of May, 1977, before me, a Notary Public in and for said county, personally came the above named W. R. BOSWELL of Ryder Truck Rental, Inc., a Corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation. Witness my hand and Notarial Seal the day and year last above written.

Patricia R. [Signature]
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 26, 1978
BONDED THRU GENERAL INSURANCE COMPANY

MORTGAGE SUBORDINATION AGREEMENT

On this 17th day of June, 1977, Grace E. Tompkins, being the holder of a mortgage, deed of trust, or other lien now outstanding against all or part of the land described in the above Papillion Creek Channel and Levee Easement, in consideration of the benefits to accrue to said land by the exercise by the Papio Natural Resources District of the rights and privileges therein granted, hereby agrees that said lien is and shall be subject and subordinate to the rights and privileges granted by said easement.

~~First National Bank & Trust Company of Lincoln~~
Lincoln, Nebraska
By: *Grace E. Tompkins*
Michael J. Emery
VICE PRESIDENT & TRUST OFFICER

STATE OF)
) ss
COUNTY OF)

On this 17th day of June, 1977, before me, a Notary Public in and for said County, personally came the above named Grace E. Tompkins who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution of said instrument to be her voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

Loretta Ann Te Selle
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
July 22, 1980

Loretta Ann Te Selle
Notary Public

RECEIVED
1977 AUG - 22 AM 8:33
DOUGLAS COUNTY, NEBR.

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