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EASEMENT

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PAPIO NATURAL RESOURCES DISTRICT 1933 JUL 21 AM 11:00

UNION DIKE MODIFICATION

GEORGE A. JOHNSON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is acknowledged,

SMITH & JOHNSON LAND COMPANY, LTD., A Nebraska limited partnership

(hereinafter called "the GRANTORS," whether singular or plural, owning or having an interest in the following described real property in Range Nine East (R9E) of the 6th P.M., Douglas County, Nebraska, to-wit:

Government Lots 1, 2 and 3 in Section 34, all in Township 16 North, being all land East of the meandering bank of the Platte River, and being all lands in the North half of Section 34, with all accretion lands and riparian rights thereto;

Government Lot 4, in the Southeast quarter of Section 34, Township 16 North;

The East one-half of the Southwest quarter known as Lot 1, the Northwest quarter of the Southwest quarter, known as Lot 2, all in Section 35, and that part of the Southwest quarter of the Southwest quarter known as Lot 3 of said Section 35, all in Township 16 North;

That part of Government Lots 1, 2, and 4 lying Northwesterly from the right-of-way of the Union Pacific Railroad, in Section 2, Township 15 North; and,

Government Lot 3 in Section 2, Township 15 North; and,

Except that part deeded to Anna L. Crabtree in the warranty deed filed in Book 1776 at Page 101 of the Deed Records of the Register of Deeds of Douglas County, Nebraska,

(hereinafter referred to as "the GRANTORS' Property"), for themselves and for their heirs, successors and assigns, do hereby grant to the PAPIO NATURAL RESOURCES DISTRICT, Nebraska (hereinafter called "the GRANTEE,") and its successors and assigns, permanent easements, hereinafter described, in, over and upon portions thereof, as follows, to-wit:

A corridor of land One Hundred Ninety feet (190') in width extending across GRANTORS' property (such corridor of land being referred to hereinafter as the "Levee Easement Area"), such corridor comprising all that land within Fifty-Five feet

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(55') on the Westerly (Platte River) side, and One Hundred Thirty-five feet (135') on the Easterly side, of the following reference line:

(a) Prior to completion of initial dike repair, modification or construction activities hereunder, the reference line shall be deemed to be the centerline of the existing Union Dike which now extends across the GRANTORS' Property; **provided, however**, in the reach of Union Dike in the aforesaid Sections Two (2) and Thirty-five (35) on the GRANTORS' Property where a paved road has been constructed on the present Union Dike embankment, the GRANTEE shall lay out a new Union Dike centerline and new Levee Easement Area Southwesterly of the present Union Dike. Such new Levee Easement Area shall be one hundred ninety feet (190') in width, and shall comprise all that land within Fifty-five feet (55') on the Southwesterly (Platte River) side, and One Hundred Thirty-five feet (135') on the Northeasterly side, of such new Union Dike centerline. Such new Levee Easement Area shall be laid out by GRANTEE wholly within a corridor consisting of the part of the GRANTORS' land Southwesterly and within two-hundred sixty-five feet (265') of the centerline of the paved road on the present Union Dike.

(b) Within a reasonable time after completion of initial dike repair, modification or construction activities hereunder, the GRANTEE shall describe the centerline of the modified dike in a recordable Notice referring to this Easement, and shall record such Notice in the office of the Register of Deeds of the county in which the GRANTORS' Property is located, whereupon the reference line for the description of the Levee Easement Area shall be the centerline described in such Notice, and this Easement shall be deemed to be amended, pro tanto, in accordance therewith.

1. By this Easement, GRANTORS hereby grant to the GRANTEE, and to its successors and assigns and their officers, agents, employees and contractors, the permanent right to enter the Levee Easement Area and therein to construct and reconstruct, modify, operate, patrol, maintain, repair, and replace the flood protection levee located therein, including underseepage berms, jetties and other riverbank stabilization and protection measures, observation wells, relief wells, gravel drains, relief drains, outlet pipes, drainage structures, and other appurtenances, and including maintenance roads in 15 foot corridors beyond, adjacent to and paralleling the toes on both sides of such levee in the Levee Easement Area. Such easement shall also include the GRANTEE'S right to clear trees and other vegetation from the Levee Easement Area; to borrow or deposit fill in the Levee Easement Area; to have the air space above the Levee Easement Area unobstructed to such height as will allow the passage and operation of levee construction and maintenance machinery; and, the right to lateral and subjacent support for the levee. Either GRANTORS or GRANTEE may construct and maintain fences along the outside boundaries of the aforesaid maintenance

road corridors. GRANTORS may not construct other structures or excavate inside the Levee Easement Area. GRANTORS shall not excavate within 200 feet on either side of the Levee Easement Area to any depth (measured below the natural ground plane) deeper than one-fourth the horizontal distance from the point of excavation to the nearest boundary of the Levee Easement Area. GRANTORS may farm all portions of the Levee Easement Area not occupied by the reconstructed dike or included in the maintenance road corridors.

2. The consideration recited herein shall constitute payment in full for any and all damages sustained by the GRANTORS and their successors and assigns by reason of the exercise of any of the rights or privileges herein described or granted. The GRANTORS waive 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)

3. This Easement includes the GRANTEE'S right of ingress and egress at any time over other portions of the GRANTORS' Property not occupied by buildings or other improvements which would be damaged by the exercise of such right, for the purpose of carrying out activities authorized by this Easement.

4. There is reserved to the GRANTORS, their 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 easement and the rights and privileges herein granted.

5. The GRANTORS shall not be responsible for operating or maintaining the Union Dike or any of the appurtenances thereto.

6. This Easement shall not pass, nor shall it be construed to pass, to the GRANTEE, any fee simple interest or title to the above-described lands.

IN WITNESS WHEREOF, this Easement is executed by the GRANTORS this 10 day of July, 1988.

SMITH & JOHNSON LAND COMPANY, LTD.,  
GRANTORS

By Barrett J. Smith  
General Partner

LEASE SUBORDINATION AGREEMENT

In consideration of One Dollar and of the benefits to accrue to said land by the exercise by the GRANTEE of the rights and privileges therein granted,

GINGER, LTD., a Nebraska Limited Partnership

a lessee and tenant in possession of all or part of the above-described land, hereby agrees that its lease and the rights and privileges granted to the undersigned thereunder, are and shall be subject and subordinate to the rights and privileges granted by the foregoing EASEMENT for UNION DIKE MODIFICATION.

DATED this 20<sup>th</sup> day of July, 1988.

GINGER, LTD., a Nebraska Limited Partnership

BY Donald H. Lutz Gen Partner

LEASE SUBORDINATION AGREEMENT

In consideration of One Dollar and of the benefits to accrue to said land by the exercise by the GRANTEE of the rights and privileges therein granted,

RAY'S VALLEY LAKES, INC., A Nebraska Corporation

a lessee and tenant in possession of all or part of the above-described land, hereby agrees that its lease and the rights and privileges granted to the undersigned thereunder, are and shall be subject and subordinate to the rights and privileges granted by the foregoing EASEMENT for UNION DIKE MODIFICATION.

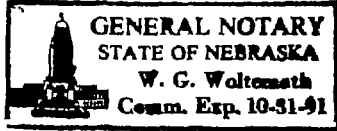
DATED this 18 day of July, 1988.

RAY'S VALLEY LAKES, INC., A Nebraska Corporation

BY Anna L. Crastee

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

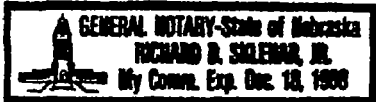
The foregoing instrument was acknowledged before me this  
17 day of July, 1988, by ~~Ernest L. Smith~~ Ernest L. Smith,  
general partner, on behalf of SMITH & JOHNSON LAND COMPANY, LTD.,  
A Nebraska limited partnership.



W. G. Woltemath  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

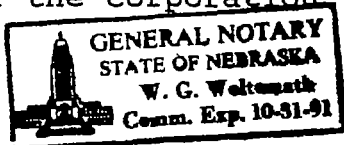
The foregoing instrument was acknowledged before me this  
20<sup>th</sup> day of July, 1988, by DONALD G. CAMP,  
general partner, on behalf of GINGER, LTD., a limited  
partnership.



Richard D. Salenar, Jr.  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this  
18 day of July, 1988, by Anna L. Gethner,  
President of RAY'S VALLEY LAKES, INC., a Nebraska corporation, on  
behalf of the corporation



W. G. Woltemath  
Notary Public