

53-715

STORAGE AND FLOWAGE EASEMENT  
FOR CONSTRUCTION

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to: Chris G. Otte, single hereinafter referred to as GRANTOR, by the Papio Natural Resources District, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, convey and release unto the GRANTEE, its successors and assigns, full and free right, liberty and authority to enter upon the following described land of the GRANTOR situated in Sarpy County, State of Nebraska, said land being described as follows:

The East Half (E-1/2) of the Northeast Quarter (NE-1/4) of Section Sixteen (16), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. Sarpy County, Nebraska.

For the purpose of and in connection with construction, operation, maintenance and inspection of a grade stabilization structure designated as S-7, in the plans for the Papillion Creek Watershed, for the flowage of any waters in, over, upon or through such structure; and for the permanent storage and temporary detention, either or both, of any waters and sediment that are impounded, stored or detained by such structure.

In the event construction on the above described works of improvement is not commenced within five years from 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.

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(s) by reason of the exercise of any of the rights or privileges herein described or granted. The Grantor(s) state their awareness that the Grantee(s) may have a planned project involving acquisition of this easement and that the Grantee(s) may be authorized to use eminent domain for its acquisition, but the Grantor(s) further state that they are also aware that the Grantee(s) are not required by law or by this easement to undertake or perform the project and that this grant of easement is not conditional on, but is made for the purpose of encouraging the Grantee(s) to undertake and perform the project. The Grantor(s) therefore declare this grant of easement to be an unconditional gift and voluntarily waive compliance by the Grantee(s) 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), and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL91-646.

(2) The consideration herein shall constitute payment in full for all damages, except for growing crops, sustained to the land of the Grantor(s), his successors and assigns, by reason of the exercise of any of the rights or privileges herein described or granted.

(3) After completion of construction activities hereunder, and following a reasonable period of operation of the structure, the Grantee(s) shall cause a legal survey to be performed describing those lands within the abovescribed easement area (not in excess of 6.0 acres) which the Grantee(s) determine are necessary for the operation and maintenance of structure and appurtenances thereto, for permanent and flood pools, for flowage and release of waters, and for ingress and egress; whereupon, by a recordable instrument, the Grantee(s) shall release this easement as to all lands which are thus found unnecessary for such purposes.

(4) There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the abovescribed land at any time, in any manner and for a purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the right and privilege herein granted.

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(5) The Grantor(s) shall not be responsible for operation and maintenance of the above described works of improvement and Grantee shall have the unfettered right of ingress and egress over all the land of the Grantor adjoining the structure for inspection, maintenance, upkeep or repair of the works of improvement.

(6) The 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.

(7) It is understood that no promises, verbal agreements, or understanding except as herein noted will be honored by the Grantee.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 29 day of October of 1980.

Chris G. Otte  
Signature of Grantor

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF Sarpy )

On this 29th day of October, 1980, before me, a Notary Public in and for said County, personally came the above named Chris G. Otte who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument as Grantor, and acknowledged the execution of said instrument to be his (her or their) voluntary act and deed.

WITNESS my hand and Notarial Seal the Date last aforesaid.



Mildred M. Wallace  
Notary Public