

CONSTRUCTION EASEMENT

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This Easement is made on the 21 day of April, 1976, between Maude Ray, Single, hereinafter referred to as Grantor of Tekamah, Nebraska 68061, and Middle Missouri Tribes Natural Resources District hereinafter referred to as Grantee of Walthill, Nebraska 68067.

1. Easement. Grantor hereby grants to Grantee its successors and assigns a perpetual easement in, over and upon the following described land situated in Burt County, Nebraska:

Approximately 9 acres in the stream area and as outlined on the attached map lying in the S 1/2, of the S 1/2, of Section 13, T21, R10E of the 6th P.M. and part of N 1/2 of the NW 1/4 of the NE 1/4 of Section 24, T21, R10E of the 6th P.M. lying below elevation 1125.7

for the following purposes only:

in connection with construction, operation, maintenance, and inspection of a Flood Retarding Structure designated as follows: Structure 22-A of the Tekamah-Mud Creek Watershed Work Plan, a Flood Control Project of the Middle Missouri Tribes Natural Resources District, all in accordance with the plans, specifications, and land rights map on file and being prepared in the Office of the United States Department of Agriculture, Soil Conservation Service; for the flowage of any waters in, over, upon or through such structures; 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 and to include a site within easement area where suitable borrow materials may be obtained for construction.

2. Consideration. In consideration for the easement granted herein, Grantee agrees to pay Grantor within 30 days after the execution of this Agreement, the total sum of One Dollar (\$1.00). This amount includes: actual and potential flood water damage to the described area, including present and future damage to fences and crops in the described area, to flood pool right of way area; permanent damage at the location of the drive way to the raising of the drive way and the permanent pool, caused by the constructions of said dam, permanent pool, and spillways, including fence, crop, and tree damage at said locations; and diminution of the value of the remainder of Grantor's real property caused by the construction of the dam, the permanent pool, and the spillway.

3. Terms, Conditions, and Additional Consideration.

a. In the event construction on the above described works of improvement is not commenced within twenty years from the date hereof, or once constructed, in the event that the use of said works is abandoned for a consecutive period of twenty years, this easement shall automatically terminate and the rights and privileges herein granted shall at once revert to and become the property of the Grantor.

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b. Grantor grants to Grantee reasonable right of ingress and egress to inspect, maintain, repair and service the dam and spillway areas at all reasonable times over and upon the described land of Grantor.

c. There is reserved to the Grantor, all rights and privileges to exclusively use the above described land of the Grantor, together with reasonable use of water thereon at any time in any manner and for any purpose not inconsistent with use and enjoyment of the Grantee described above or by Grantee's successors and assigns. No additional uses by Grantee are intended to be granted other than those specifically granted herein.

d. Both parties agree that Grantee has full responsibility for operating and maintaining the above described works of improvements.

e. Both parties agree that the Grantee shall raise the existing drive of the Grantor to an elevation that will assure the said Grantor permanent access to the farmstead buildings during times of high water.

f. Both parties further agree that the Grantee shall maintain the new drive way with rock and/or gravel for a period of five (5) years from the date that the drive way construction is completed, so that good access is available.

g. Both parties further agree that the existing iron bridge shall become the property of the Grantee.

h. 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 land.

4. Names. Both parties agree that where the word "Grantor" is used in this Agreement, it refers to the Grantor, their heirs, and assigns, or where the Grantor is signing as joint tenants, to the Grantor, the survivor of them, and the heirs and assigns of the survivor of them.

5. Period of Agreement. Both parties also agree that the above Agreement with all the rights, privileges and appurtenances thereto belonging or in any ways appertaining unto the Grantee and the Grantor, their successors and assigns, shall continue forever or until the expiration

of the time, if any, specified herein. Both parties further agree that Grantee by appropriate resolution at a proper meeting duly advertised in accordance with the Nebraska Public Meeting Act has taken all steps necessary to authorize the execution of this Agreement.

WITNESS WHEREOF said parties have executed this instrument on the 21 day of April, 1976.

Middle Missouri Tribes Natural Resources District, Grantee

Maudie Ray
Maudie Ray, Grantor

By Vincent J. Krampfer
Chairman

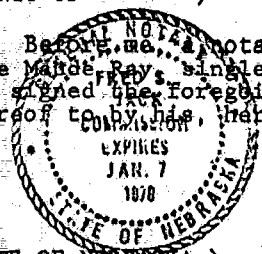
Attest: Del. H. Malmberg

STATE OF NEBRASKA)

SS

COUNTY OF Burt)

Before me, a notary public qualified for said county, personally came Maudie Ray, single, known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.



Fred S. Jack

STATE OF NEBRASKA)

SS

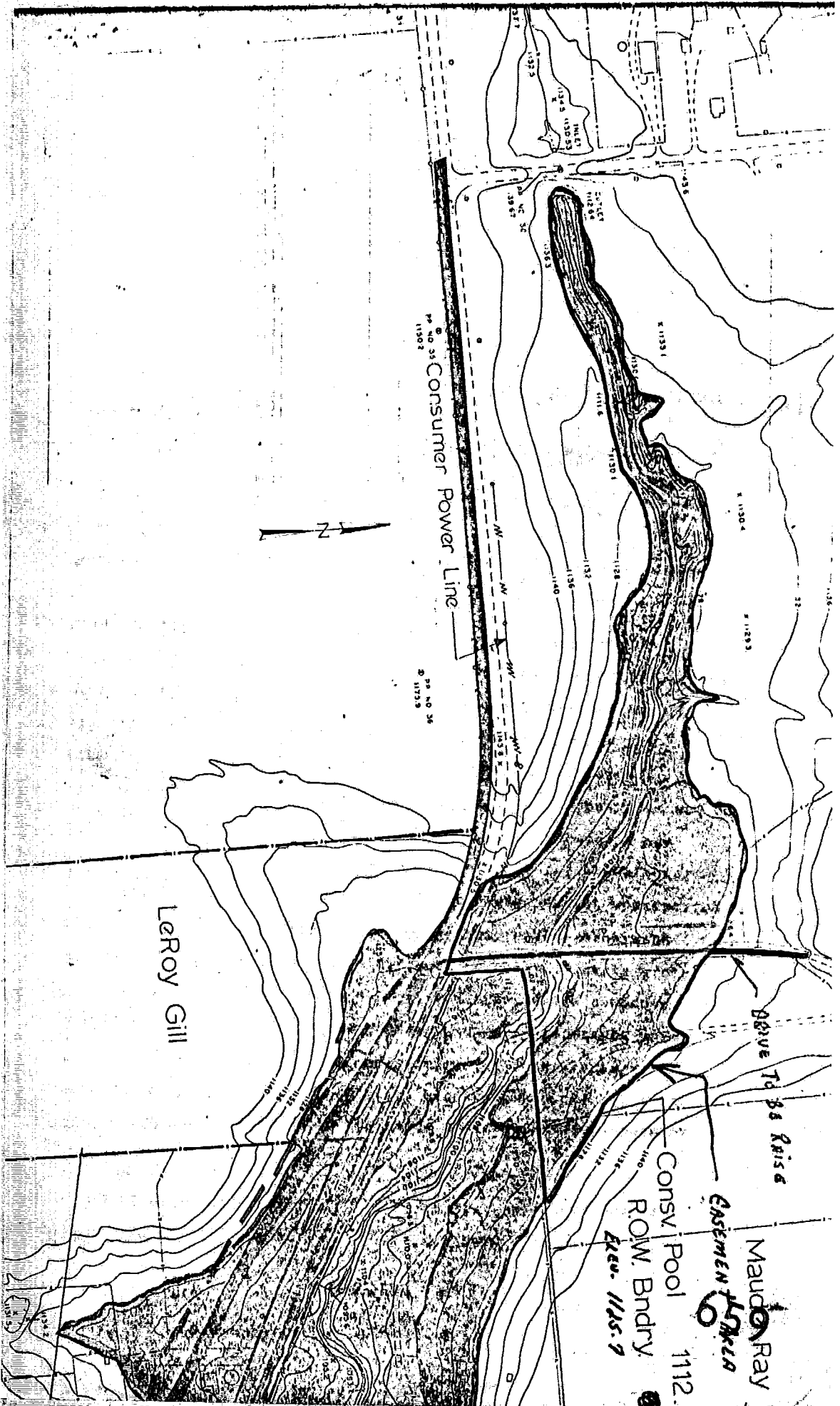
COUNTY OF DAKOTA)

Before me, a notary public qualified in said county, personally came Chairman of the Board of Directors of Middle Missouri Tribes Natural Resources District Vincent J. Krampfer, known to me to be the Chairman and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that he has authority from the Board of Directors to execute same.

Witness my hand and notarial seal on May 17, 1976.

Karen Le Johnson

KAREN LE JOHNSON
GENERAL NOTARY - State of Nebr.
My Commission Expires
April 9, 1977



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STATEMENT

TO: Vincent J. Kramper, Chairman
Middle Missouri Tribs Natural Resources District
Walthill, Nebraska

The consideration recited in the Maude Ray Construction easement granted to the Middle Missouri Tribs Natural Resources District for or in connection with the construction of a watershed structure designated as site 22-A in the Tekamah-Mud Creek Watershed Work Plan is accepted of our own free will and election as compensation for certain inconveniences such as fence relocation, extra field travel in farming operation, occasional crop losses, providing construction areas and access routes, such legal and/or abstracting costs, etc., that may be incurred as a result of this construction and its operation. It is recognized and mutually agreed by the signatory parties hereto that this consideration is less than and does not constitute the apparent current fair market value of \$6300.00 for the land right on land legally described in the easement but is being accepted as cited above in keeping with the uniform policy for land rights acquisition as adopted by the Middle Missouri Tribs Natural Resources District Board of Directors.

BURT COUNTY, NEBRASKA

FILED

1975 MAY 26 A.M. 11:37

A. DALE FRENCH
COUNTY CLERK

1689

Maude Ray
(Landowner)

Vincent J. Kramper for

Middle Missouri Tribs
Natural Resources District.

Recorded 6/26/76 at 11:37 A. M. In Map Book 27 Page 656-660
Burt County, Nebraska

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