96-25004

Register of Deeds Use

UNSTRUMENT NUMBER

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PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT WEHRSPANN LAKE CLEAN LAKES PROJECT TRACT NO. 2

EASEMENT

For and in consideration of the payment of <u>One Dollar</u> (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Arlisse J. and Keith Barkley, husband and wife, Sharon C. and Charles Barkley, husband and wife, and Mary Ellen and Roy Myron Boyden, husband and wife, hereinafter called the GRANTORS) owners of

The NE¼ Section 33, T14N, R11E of the 6th P.M., Sarpy County, Nebraska (hereinafter called the GRANTORS' Property),

for themselves and for their heirs, successors and assigns, do hereby grant to the Papio-Missouri River Natural Resources District (hereinafter referred to as "the DISTRICT"), and its successors and assigns, the easement hereinafter described, to-wit:

A. <u>Permanent Easement for Grade Stabilization Structure:</u> The DISTRICT is hereby granted the permanent, full, and free right, liberty and authority to enter upon and use a portion of the GRANTORS' Property, as more particularly described as follows:

A tract of land located in the parcel of land described as the NE¼ Section 33, T14N, R11E, Sarpy County, Nebraska, such tract of land consisting of all the land which lays within 100 feet on either side of the meandering present centerline of the creek and lying within 500 feet of the West boundary line of said parcel of land.

and

referring to the NW corner of the NE1/4 Section 33, T14N, R11E, thence south, along

the west line of the NE¼ of Section 33, T14N, R11E, a distance of 58.2 feet to the south right-of-way line of Nebraska Highway 370 and to the point of beginning; thence continuing south, along the last described course, a distance of 1550.00 feet; thence continuing soum, along the last described course, a distance of 1551.06 perpendicular, a distance of 40 feet; thence north, perpendicular, a distance of 40 feet; thence north perpendicular, a distance of 40 feet, mente moral, perpendicular, a distance of 1331.00 feet to the south right-of-way line of Nebraska Highway 370; thence West along the south right-of-way line of Nebraska Highway 370; thence west along the south right-of-way line of Nebraska Highway 370; thence west along the south right-of-way line of Nebraska Highway 370; thence we have not to the main of haring the south right-of-way line of Nebraska Highway 370; thence we have not to the south right-of-way line of Nebraska Highway 370; thence we have not to the south right-of-way line of Nebraska Highway 370; thence we have not to the south right-of-way line of Nebraska Highway 370; thence we have not to the south right-of-way line of Nebraska Highway 370; the new have not to the south right-of-way line of Nebraska Highway 370; the new have not to the south right-of-way line of Nebraska Highway 370; the new have not to the south right-of-way line of Nebraska Highway 370; the new have not to the south right-of-way line of Nebraska Highway 370; the new have not to the south right-of-way line of Nebraska Highway 370; the new have not to the south right-of-way line of Nebraska Highway 370; the new have not to the new hard right-of-way line of Highway 370, a distance of 40 feet to the point of beginning.

a strip of land 40 feet wide measured parallel with and adjacent to the north bank and a a surp of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of a strip of land 40 feet wide measured parallel with and adjacent to the south bank of the strip of land 40 feet wide measured parallel with and adjacent to the south bank of the strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured parallel with a strip of land 40 feet wide measured par surp of failed 40 feet while measured parametr which and adjacem to the south Rile, tributary to the South Branch Papillion Creek in the NE% of Section 33, T14N, Rile, which was been done to the NEW of Section 33, T14N, Rile, tributary to the South Branch Papillion Creek in the NE% of Section 33, T14N, Rile, which was been done to the NEW of Section 33, T14N, Rile, which was the section of the NEW of Section 33, T14N, Rile, which was the section and the section of the NEW of Section 33, T14N, Rile, which was the section of the NEW of Section 33, T14N, Rile, which was the section of the South Branch Papillion Creek in the NEW of Section 33, T14N, Rile, which was the section of the Section 33, T14N, Rile, which was the section of the Section 34, T14N, Rile, which we unumaly we are sound pranch raphron Creek in the Mest boundary line of the NE 4 Section 33, except that part lying within 500 feet of the West boundary line of the NE 714N DITE

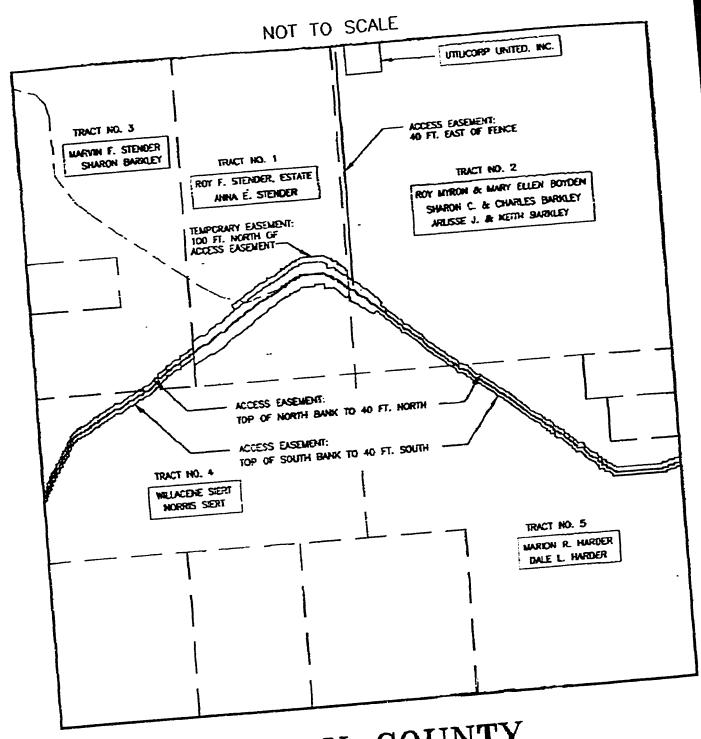
depicted in the diagram attached hereto as Exhibit "A" and incorporated herein by reference depicted in the diagram attached nereto as exhibit. A and incorporated nerein by reterence (hereinafter referred to as "the EASEMENT AREA") for the purposes of construction of a stabilization attached and incorporate and i (neremaner referred to as the EASEMENT AKEA) for the purposes of construction, and inspection of a grade stabilization structure located on a operation, maintenance, repair, and inspection of a grade stabilization wherean Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies Creek within the watershed of Websenson Lake This experts of the South Brench Decilies This experts of the South operation, maintenance, repair, and inspection of a grade stabilization structure located on a tributary of the South Branch Papillion Creek within the watershed of Wehrspann Lake. 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There is reserved to the UKANTUKS, and its successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors and for any successors are inconsistent which the full use her the DISTRICT in the successors and for any successors are inconsistent which the full use her the property and the successors are successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in the successors are successors and assigns, the right and privilege to use the successors are successors and the successors are successors and the successors are successors and the successors are successors are successors are successors are successors are successors and the successors are successors. successors and assigns, the right and privilege to use the EADEMENT AREA at any time, in by the DISTRICT, its any manner, and for any purpose not inconsistent with the full use by the DISTRICT, its any manner, and for any purpose not inconsistent. 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- The consideration recited herein shall constitute payment in full for any and all damages sustained by the GRANTORS and their heirs, successors, and assigns by reason of the
- uamages sustained by the tights of privileges expressly granted of reasonably implied. The GRANTORS, for themselves and for their heirs, successors, and assigns,
 - represents, covenants, and agrees that they are the owners of the GRANTORS' Property and that they have good right to convey this corement over northern of the comment of the convey that they are the owners of the comment of the convey that and agrees that they are the owners of the comment of the convey that convey this corement over northern of the convey that they are the owners of the convey that convey the convey this core man that they are the owners of the convey that they are the convey that they are the owners of the convey that they are the convey the convey that they are the convey represents, covenants, and agrees that they are the owners of the same; that said premises are they have good right to convey this easement over portions of the same; that they will marrant they have good right to convey this easement and real actual tower, and that they will marrant they have good right to convey this easement and real actual tower. they have good right to convey this easement over portions of the same; that said premises are free and clear of all liens and encumbrances and real estate taxes; and, that they will necessary defend the title to these accompanies the lawful claims and demands of all real estate taxes. Tree and clear of all liens and encumbrances and real estate taxes; and, that they will warrant and defend the title to these easements against the lawful claims and demands of all persons uphomeoeuer
 - This Easement shall not pass, nor be construed to pass, to the DISTRICT, any whomsoever. fee simple interest or title. 2

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STATE OF NEBRASKA)) ss) ss) acknowledges the	
STATE OF NEBRASKA) ss COUNTY OF Secretary public in and for 1996 before me, a Notary Public in and for REITH BARKLEY who acknowledges the set and deed.	
On this 4 day of 1) Recent Bridge And Seal the above named KEITH Bridge Said county, personally came the above named KEITH Bridge Said county, personally came the above as his voluntary act and deed. Said county, personally came the above Easement as his voluntary act and deed. Execution of the above Easement as his voluntary act and deed.	
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A CERTAL MAINT State of Reference Notary Public Notary Public	
September 19 Company C	
STATE OF NEBRASKA) ss COUNTY OF On this 5th day of According New Notation and ARLISSE J. BARKLEY who acknowledges the said county, personally came the above named ARLISSE J. BARKLEY who acknowledges to said county, personally came the above ramed are voluntary act and deed. Notatial Seal the date aforesaid.)[
STATE Of the state	ile.
COUNTY OF ARLISSE J. BARKLET W.	
On this 5th day of the above named 1st and deed.	
said county, personally Easement as her version and the date aforesaid.	
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WITNESS III) III	
A GENERAL NOTARY STATE OF RESIDENT	
My Comm Etc. Aug 4, 1997	

96-25001C

STATE OF NEBRASKA) ,) ss
COUNTY OF Larger)
On this <u>a</u> day of <u>Security</u> , 1996 before me, a Notary Public in and for said county, personally came the above named CHARLES BARKLEY who acknowledges the execution of the above Easement as his voluntary act and deed.
WITNESS my hand and Notarial Seal the date aforesaid.
Notary Public
STATE OF NEBRASKA) SS COUNTY OF Larger) COUNTY OF Larger)
On this 2 day of, 1996 before me, a Notary Public in and for said county, personally came the above named SHARON C. BARKLEY who acknowledges the execution of the above Easement as her voluntary act and deed.
WITNESS my hand and Notarial Seal the date aforesaid.
Notary Public
STATE OF NEBRASKA)) SS COUNTY OF Papacy)
On this Above of Occasion, 1996 before me, a Notary Public in and for said county, personally came the above named MARY ELLEN BOYDEN who acknowledges the execution of the above Easement as her voluntary act and deed.
WITNESS my hand and Notarial Seal the date aforesaid.
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SARPY COUNTY SEC. 33-T14N-R11E

96-25004 E

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