

PROJECT: Papillion Creek & Tributaries  
Lakes, Nebraska - Dam 20

TRACT NO.: 112E

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 8th day of November, 1976, between Harry P. Mowinkel, a single person, of the County of Sarpy, State of Nebraska, Grantor, and the UNITED STATES OF AMERICA, of Washington, D. C., Grantee,

WITNESSETH, that said Grantor, for and in consideration of the sum of Nine Thousand Six Hundred and No/100 Dollars (\$9,600.00), to him in hand paid, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the United States of America and its assigns, a perpetual and assignable easement in, upon, over and across the following described real estate in the County of Sarpy, State of Nebraska, to-wit:

That portion of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  and that portion of the W  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 34, Township 14 North, Range 11 East of the Sixth Principal Meridian, Sarpy County, Nebraska, lying below contour elevation 1120 mean sea level excepting therefrom all that portion lying within the right-of-way of the Nebraska State Highway 370, containing 2.09 acres, more or less.

Said easement shall be for the following purposes: The perpetual right, power, privilege and easement occasionally to overflow, flood and submerge the land described above, to maintain mosquito control in connection with the operation and maintenance of the Papillion Creek and Tributaries Lakes, Nebraska, Dam 20 Project as authorized by the Act of Congress approved August 13, 1968, together with all right, title and interest in and to the structures and improvements now situate on the land, except fencing, and an existing access lane, provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines as now located upon, over and across the land described above. Also subject to mineral interests outstanding in third parties, if any.

Reserving, however, to the Grantor, his heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired.

The Grantor covenants and agrees that he is the owner in fee of the above described premises and that he has a good right to convey the same; that said premises are free and clear of all liens and encumbrances, and that he will warrant and defend the title to said easement against all lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

Harry P. Mowinkel  
HARRY P. MOWINKEL

FILED FOR RECORD 11-10-76 AT 3:10 P. M. IN BOOK 49 OF Misc Rec. 6.  
710 Carl L. Hibbelis REGISTER OF DEEDS, SARPY COUNTY, NEB.

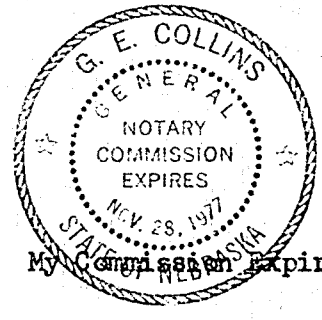
Rec # 61020

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 8th day of November, 1976, before me, the undersigned, a Notary Public in and for said county, personally came the above named Harry P. Mowinkel, a single person, personally known to me to be the identical person whose name is affixed to the above instrument, and he acknowledged the execution of the said instrument to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*G. E. Collins*  
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Notary Public

My Commission Expires: November 28, 1977.