

51-437

PAPIO NATURAL RESOURCES DISTRICT
PAPILLION CREEK CHANNEL AND LEVEE EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, THE SALVATION ARMY, an Illinois corporation, herein called the Grantor, whether one or more, does hereby grant, convey and release unto the PAPIO NATURAL RESOURCES DISTRICT, Nebraska, herein called the Grantee, and its successors and assigns, a perpetual easement in, over, and upon the following described land situated in the County of Sarpy, State of Nebraska, to-wit:

Salvation Army
Additional Permanent R-613 Maintenance Easement

Beginning at a point which is 1,351 feet north and 562 feet west of the southeast corner of the southeast quarter of Section 26, T13N, R13E, Sarpy County, Nebraska, and is on the south permanent R-613 easement line; thence southwesterly a distance of 90 feet to a point on the north bank of the Platte River which is 1,263 feet north and 572 feet west of said southeast corner; thence westerly along said river bank a distance of approximately 1,450 feet to a point, which is 1,077 feet north and 1,951 feet west of said southeast corner; thence northwesterly a distance of approximately 90 feet to a point, which is 1,167 feet north and 1,952 feet west of said southeast corner and is on the south permanent R-613 easement line; thence easterly along said easement line a distance of approximately 1,400 feet to the point of beginning. An area of approximately 2.7 acres located in the southwest quarter of Section 26, T13N, R13E, all in Sarpy County, Nebraska.

Pursuant to this Easement, the Grantee and its successors and assigns, shall have permanent, full and free right, liberty and authority to enter upon such land and construct, operate and maintain thereon appurtenances and improvements to the Missouri River Agricultural Levee Unit R-613 located on or adjacent to the above described lands. 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 by reason of the exercise of any of the rights or privileges described or granted by the above (except reimbursement for damages to growing crops and to fences); and the Grantor further waives the statutory procedure for arriving at damages by reason of changes in grade, and the statutory procedure for acquiring private property for public use. (Sec. 25-2501 to 25-2506 R.S.S. 1974 as amended).
2. This Easement includes the right of ingress and egress at any time over and upon the above-described land of the Grantor and over and upon the existing roadway running from the County road; provided, the Grantee shall not be authorized to ingress and egress through the developed portion of the camp located on the Grantor's land.

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Lot # 06194

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3. There is reserved to the Grantor, his 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 rights and privileges herein granted.

4. The Grantor shall not be responsible for operating and maintaining the above-described works of improvements.

5. 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 lands.

IN WITNESS WHEREOF, the Grantor sets his hand and seal this 22nd day of June, 1978

THE SALVATION ARMY, an Illinois corporation


By *Andrew S. Miller* (Andrew S. Miller)
President

James V. Davis (James V. Davis)
Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 22nd day of June, 1978, before me, a Notary Public in and for said County, personally came the above named Andrew S. Miller and James V. Davis who are personally known to me to be the identical persons whose names are affixed to the above instrument as officers of the Grantor, and acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the Grantor.

WITNESS my hand and Notarial Seal the date last aforesaid.

Michael P. Mosher
Michael P. Mosher Notary Public


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ALLIED CHEMICAL CORP.

SALVATION ARMY



PERMANENT R-613
EASEMENT AREA

C. OF LEVEE

ADDITIONAL R-613 PERMANENT
EASEMENT AREA

APPROX. PLATTE
RIVER BANK

PLATTE RIVER

SEC. 26 - 13-13
SEC. 25 - 13-13

SCALE 1"=200'

