

William Riechers and Elsie Riechers,  
Husband and Wife

COMPARED

EASEMENT  
To

Gage County Soil Conservation District

NB-77 (3/8/55)  
Soil Conservation Service

UNITED STATES DEPARTMENT OF AGRICULTURE

Lincoln, Nebraska

EASEMENT

William Riechers and Elsie Riechers, "Husband and Wife" (hereinafter referred to as the "Grantors") do hereby grant and convey to the Gage County Soil Conservation District, County of Gage, State of Nebraska, (hereinafter called the "Grantees") for and in consideration of One Dollar (\$1.00), or other good and valuable considerations, in hand paid by the Grantors, the receipt whereof the Grantors hereby acknowledge, the Grantors do hereby grant and convey unto the Grantees, their successors and assigns, their right, privilege, and authority to enter upon, construct, operate and maintain one (1) earth fill drop inlet type flood retardation structure- - - - - and other structures for retardation of the flow of floodwaters and reduction of sedimentation, including the storage of waters which may be impounded thereby, over and upon the following described land:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty (20), Township Six (6) North, Range Six (6) East of the 6th P.M., Gage County, Nebraska.

to include a site where the Grantees may obtain suitable fill material (borrow) to construct said structures, (location of borrow site is to be under the conservation pool.).

The rights and privileges herein granted shall be subject to the following terms and conditions.

1. The Grantees shall arrange for construction, maintenance, operation, inspection, replacement, repair, and patrol of said structures in a good and workmanlike manner, and shall save the Grantors, their heirs, executors, administrators, successors, and assigns, harmless from any damage, loss, cost of expense arising from said construction. The Grantors, during times of heavy flow of water through the outlets of any reservoirs constructed hereunder, shall refrain from licensing any person or persons to enter upon and use the reservoirs, as a prevention of loss of life and property.

2. All property of any kind whatsoever placed by or utilized by the Grantees upon, over, under, or in said structure, in upon, over, or under the property of the Grantors, whether such property be affixed to the realty or not, shall be and remain the property of the Grantees, and the Grantees shall have the right to move or remove such property at any time.

3. The Grantees shall have the right to construct fences in, on, upon, or around said structures.

4. The Grantees shall have the right to control the water elevation of the Conservation Pool, during the period of construction and for the purpose of repair and/or maintenance of the structure.

5. The Grantors shall not interfere with the construction, maintenance, or operation of said structures so long as said construction, operation, or maintenance shall be in accordance with this Easement.

6. The Grantees shall have the right to trim or remove such underbrush or vegetable life, including trees, from the above described land as interferes, or may interfere, with the construction, maintenance, or operation of said structures. Provided, however, that all merchantable timber which may be cut by virtue of the provisions of this paragraph, shall be and remain the property of the Grantors, and the Grantees shall place such timber in an orderly manner upon the lands of the Grantors adjacent to said structures or reservoirs.

7. The Grantors hereby warrant that they have good and sufficient title to the lands herein described, subject to liens or mortgages itemized below: NONE  
However, the right, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations, or other rights upon, over, across, or under said lands now outstanding in third persons. This Easement shall in no manner limit the rights of the Grantors, their heirs, executors, administrators, successors, and assigns, to grant additional rights-of-way of any kind whatsoever across and upon the lands hereinbefore described, so long as the same shall not interfere with the rights and privileges herein granted to the Grantees, and the Grantors retain to themselves, their heirs, executors, administrators, successors, and assigns, the right to use said lands for their own purposes, so long as such uses do not interfere with the rights and privileges herein granted to the Grantees.

8. This Easement shall include the right of ingress and egress at any time, to and from said works, over and across lands of the Grantors described as area to be designated by grantors at time of construction.

9. This Easement shall not pass nor shall the same be construed to pass, to the Grantees any fee simple interest or title to the above-described lands.

TO HAVE AND TO HOLD the aforesaid easement or right-of-way unto the Grantees, their successors and assigns, for so long as the Grantees, their successors and assigns, shall continue to use said easement or right-of-way for said purposes. If the Grantees fail to commence construction of said structures within sixty (60) months from the date of this Easement, or in the event the maintenance and operation of such structures shall be abandoned by the Grantees, their successors and assigns, for a period of two years, the rights and privileges herein granted shall cease and determine. All property, fixtures and improvements not removed by the Grantees within six months after expiration of this Easement, shall be and remain the property of the Grantors.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals this 18th day of January 1956.

William Riechers  
Elsie Riechers  
Grantors

STATE OF NEBRASKA )  
Gage County )  
(NOTARY)

On this 18th day of January, A.D., 1956 before me, the undersigned Rosa S. Riechers a Notary Public, duly commissioned and qualified for and residing in said county, personally came William Riechers - Elsie Riechers to me known to be the identical persons whose names \_\_\_ affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Rosa S. Riechers  
Notary Public

ROSA S. RIECHERS  
NOTARIAL  
COMMISSION EXPIRES  
JUNE 10, 1961  
GAGE COUNTY,  
NEBRASKA

My Commission expires the June 10th day of June, 1961.

STATE OF NEBRASKA County of Gage ss: Filed for record and entered in Numerical Index May 23, 1956 at 8:45 o'clock A. M.

Donald A. Hawley  
REGISTER OF DEEDS  
Galen Hotchkiss  
DEPUTY REGISTER OF DEEDS