



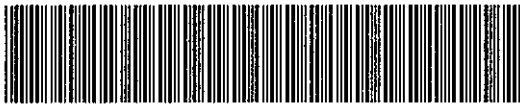
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3DS USE

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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MISC 2002 00665

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
SMALL FLOOD CONTROL DAM PROGRAM**

**SACHS/PALMER FLOOD CONTROL PROJECT**

**EASEMENTS**

*70 50*  
FB 01-60000  
*MISC 14* SKP 25-16-18 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
*A-1* DEL \_\_\_\_\_ SCAN UR FV \_\_\_\_\_

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, **CHARLES SACHS** and **CORRINE SACHS**, Husband and Wife (hereinafter collectively called "the **LANDOWNERS**"), owners of certain tracts of land (hereinafter collectively called "the **LANDOWNERS' PROPERTY**") in Section Twenty-four (24), Township Sixteen North (T16N), Range Ten East (R10E) of the 6th P.M., Douglas County, Nebraska, more particularly described in the legal description(s) attached hereto as Exhibit "1" and incorporated herein by this specific reference, for themselves and for their heirs, successors and assigns, do hereby grant to the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter called "the **NRD**"), and its successors and assigns, the easements hereinafter described, to-wit:

- a. **PERMANENT EASEMENT FOR FLOOD CONTROL DAM:** The **LANDOWNERS** hereby grant to the **NRD** the permanent, full, and free right, liberty and authority to enter upon and use the portion of the **LANDOWNERS'**

PROPERTY more particularly described in the legal description(s) attached hereto as Exhibit "2" and incorporated herein by this specific reference (hereinafter referred to as "the **DAM EASEMENT AREA**") for the construction, operation, maintenance, repair, and inspection of a flood control dam and spillways (hereinafter referred to collectively as "the **DAM**"), and for the permanent storage and temporary detention, either or both, of waters and sediment impounded by the DAM. This easement for flood control dam also includes the right of the NRD to use the DAM EASEMENT AREA for borrow and fill of earthen materials, and the permanent rights of the NRD to have unimpeded ingress and egress over and across the DAM EASEMENT AREA; to control vegetation, animals, fish, and insects in the DAM EASEMENT AREA; to fence all or part of the DAM EASEMENT AREA; and, to have the air space above the DAM EASEMENT AREA free from obstruction to such height as will permit passage and operation of the NRD's machinery. There is reserved to the LANDOWNERS and their heirs, successors and assigns and their permittees, the permanent reserved right and privilege to enter the DAM EASEMENT AREA after final completion of construction of the DAM and construct, operate, maintain, repair, modify, replace, regulate and use a gravel-surfaced roadway for equipment ingress and egress across the top of the DAM and generally parallel to its centerline, all such activities by the LANDOWNERS to be in accordance with generally-accepted engineering practices and pursuant to plans and specifications submitted to and approved by the NRD (such approvals to not be withheld unreasonably). No other structures shall be erected nor improvements made, nor shall any other excavation, filling, boring, nor any dumping, storage of personal property, cultivation or animal grazing, be performed or permitted, in, on, under or across the DAM EASEMENT AREA by the LANDOWNERS without the prior written consent of the NRD.

b. **PERMANENT EASEMENT FOR PERMANENT/CONSERVATION AND FLOOD POOL:** The NRD is hereby granted the permanent, full, and free

right, liberty and authority to enter upon and use, for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by operation of the DAM, all those portions of the LANDOWNERS' PROPERTY, outside of the DAM EASEMENT AREA, which would be inundated by impounded or retarded waters and sediments rising to the planned elevation of the top of the DAM, to-wit: 1,246.0 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 (hereinafter "NGVD") (such portions hereinafter being referred to as the "POOL EASEMENT AREA"). A plan-view, not-to-scale diagram illustrating the approximate location of the elevational contour which defines the location of the POOL EASEMENT AREA on the LANDOWNERS' PROPERTY, which encloses approximately 23.74 acres, more or less, of the LANDOWNERS' PROPERTY, is attached hereto as Exhibit "3" and incorporated herein by reference. The NRD, and its successors and assigns, are hereby permanently and absolutely released from liability for loss of or damage to any property or crops of the LANDOWNERS, or their heirs, successors and assigns, in the POOL EASEMENT AREA which may be caused directly or indirectly by waters or sediment impounded, stored or detained by the DAM up to such elevation. No structures shall be erected nor shall any filling or dumping, or storage of personal property be performed or permitted in the POOL EASEMENT AREA without the prior written consent of the NRD. This covenant shall not be construed as preventing the LANDOWNERS from:

- i. Dredging or otherwise removing silt, debris, or other accumulated materials from the POOL EASEMENT AREA from time to time;
- ii. Excavating, placing, filling or maintaining in the POOL EASEMENT AREA rock, sheet-pilings or other revetments for the purpose of temporary or permanent bank protection; and/or,
- iii. Constructing, installing or maintaining in the POOL EASEMENT AREA buried utility lines or appurtenances thereto,

provided, however, prior to commencing any such activities the LANDOWNERS shall obtain the written approval by the NRD of the plans and specifications for such activities, which approvals shall not be withheld unreasonably. In addition, this covenant shall not be construed as preventing the LANDOWNERS from constructing, installing or maintaining in the POOL EASEMENT AREA vegetated landscaping, low-voltage lighting, boat ramps, decks, recreational equipment, fish habitat, buoys, gazebos, portable or floating docks or boat lifts, or as preventing the LANDOWNERS from withdrawing water from the POOL EASEMENT AREA for any beneficial purposes.

c. PERMANENT EASEMENT FOR SEEPAGE, BREACH-ROUTING AND SPILLWAY RE-ENTRY: The NRD is hereby granted the permanent, full, and free right, liberty and authority to enter upon and use the portion of the LANDOWNERS' PROPERTY more particularly described in the legal description(s) attached hereto as Exhibit "4" and incorporated herein by this specific reference (hereinafter referred to as "the **RE-ENTRY EASEMENT AREA**") for the flowage of water and sediment which originates, emanates, discharges, seeps or spills from the DAM, its principal or emergency spillways or its impoundment, including, without limitation, water or sediment which appears as surface or subsurface flow, seepage, percolation or springs. The NRD, and its successors and assigns, are hereby permanently released from liability for loss of or damage to any property, structures or crops of the LANDOWNERS, or their heirs, successors and assigns, in the RE-ENTRY EASEMENT AREA which may be caused directly or indirectly by such waters or sediment.

d. PERMANENT EASEMENT FOR INGRESS AND EGRESS: The NRD is hereby granted the permanent, full, and free right, liberty and authority to enter upon and use the POOL EASEMENT AREA and the portion of the LANDOWNERS' PROPERTY more particularly described in the legal description(s) attached hereto as Exhibit "5" and incorporated herein by this specific reference for ingress and egress

for the purpose of exercising rights and privileges granted by this easement document; however, if the LANDOWNERS' PROPERTY is developed, the LANDOWNERS, at the LANDOWNERS' expense, may survey and legally describe an alternate corridor of land on and across the LANDOWNERS' PROPERTY, at least twenty feet (20') in width and topographically feasible for the transit of vehicles, extending from an improved public road or street to the DAM EASEMENT AREA, for the NRD's permanent use for ingress and egress to and from the DAM EASEMENT AREA, and shall record such legal description as a supplement to this Easement; and, upon such recording, this permanent easement for ingress and egress shall be deemed to be limited to such alternate corridor.

e. TEMPORARY BORROW EASEMENT: The NRD is hereby granted the temporary, full, and free right, liberty and authority to enter upon and use the POOL EASEMENT AREA for borrow and fill of earthen materials during the construction of the DAM.

f. TEMPORARY CONSTRUCTION EASEMENT: The NRD is hereby granted the temporary, full, and free right, liberty and authority to enter upon and use the POOL EASEMENT AREA and RE-ENTRY EASEMENT AREA for construction staging and any other lawful purpose(s) during the construction of the DAM.

ADDITIONAL PROVISIONS: This Easement shall be subject to the following additional provisions, to-wit:

B. The LANDOWNERS shall not be responsible for operation or maintenance of the DAM

C. The LANDOWNERS, and their heirs, successors and assigns, shall have the full and permanent responsibility to keep and maintain a vegetative cover designed to retard erosion on that portion of the LANDOWNERS' PROPERTY lying within one hundred feet (100') of the permanent/conservation pool impounded by the DAM.

D. After final completion of construction of the DAM the LANDOWNERS, and their heirs, successors and assigns, shall permanently keep and maintain adequate land treatment on at least seventy-five percent (75%) of the LANDOWNERS' PROPERTIES in the watershed of the DAM. Lands having adequate land treatment means lands having five (5) tons or less soil loss per year, as determined by the Revised Universal Soil Loss Equation ("RUSLE").

E. The NRD shall have no responsibility for preventing seepage or evaporation of any waters detained by the DAM or for dredging accumulated silt or debris from the POOL EASEMENT AREA; and the NRD shall have no duty or responsibility to maintain any certain water level(s) in the POOL EASEMENT AREA.

F. The consideration recited herein shall constitute payment in full for any and all damages sustained by the LANDOWNERS and their heirs, successors and assigns by reason of the NRD's exercise of the rights or privileges herein expressly granted or reasonably implied.

G. The LANDOWNERS waive compliance by the NRD with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq.)

H. The easements provided herein shall be deemed to run with the land and shall be binding upon and inure to the benefit of the LANDOWNERS and their respective heirs, successors and assigns.

I. The LANDOWNERS, for themselves and for their heirs, successors and assigns, covenant that they are the owners of the LANDOWNERS' PROPERTY and that they have good right to convey the above-described easements over the aforesaid portions of the same; that said premises are free and clear of all liens and encumbrances except easements of record; and, that they will warrant and defend the NRD's title to the above-described easements against the lawful claims and demands of all persons whomsoever.

J. This Easement document shall not pass, nor be construed to pass, to the NRD, any fee simple interest or title. Nothing contained herein shall be construed as permitting the NRD to authorize public access to any portion of the LANDOWNERS' PROPERTY for any purpose other than for construction, operation, maintenance, repair or replacement of the DAM.

K. The LANDOWNERS warrant that no verbal or written representations or inducements have been made or given by the NRD, or by any of its officers, agents or employees, other than as may be recited in this Easement document.

In witness whereof, this Easement document is executed by the LANDOWNERS as of this 13<sup>th</sup> day of December, 2000.

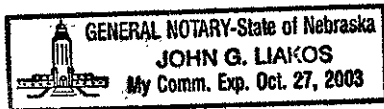
Charles Sachs  
CHARLES SACHS

Corrine K. Sachs  
CORRINE SACHS

State of Nebraska )  
County of Clayton ) ss.

On this 13 day of December, 2000, before me, a Notary Public, personally came CHARLES SACHS, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



[Signature]  
Notary Public

State of Nebraska )

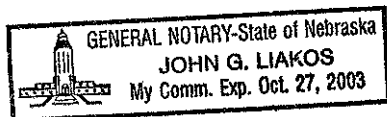
County of Wayne )

ss.

On this 17 day of December, 2000, before me, a Notary Public, personally came **CORRINE SACHS**, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public





The Southwest Quarter of Section 24, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, except the North 380 feet thereof, by virtue of a Warranty Deed Recorded October 18, 1950, in Book 883, Page 53, Deed Records, Douglas County, Nebraska. and except

That part of the Southwest Quarter of Section 24, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows: commencing at the Northwest corner of the said Southwest Quarter of Section 24; Thence South  $00^{\circ} 04' 56''$  West (assumed bearings) for 380.00 feet along the West line of the said Southwest Quarter of Section 24 to the true point of beginning; Thence North  $89^{\circ} 58' 08''$  East for 1044.00 feet parallel with and 380.00 feet South of the North line of the said Southwest Quarter of Section 24; Thence South  $00^{\circ} 04' 56''$  West for 432.04 feet; Thence South  $89^{\circ} 58' 08''$  West for 1044.00 feet parallel with and 812.04 feet South of the North line of the said Southwest Quarter of Section 24 to the West line thereof; Thence North  $00^{\circ} 04' 56''$  East for 432.04 feet to the point of beginning.

and

The North half of the Northwest quarter of Section 25, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, by virtue of a Warranty Deed Recorded October 18, 1950, in Book 883, Page 53, Deed Records, Douglas County, Nebraska.

AND ALSO

That part of the South half of the Southeast Quarter of Section 24, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of the said South half of the Southeast Quarter of Section 24; Thence North  $00^{\circ} 06' 50''$  East (assumed bearings) for 773.04 feet along the West line of the said South half of the Southeast quarter of Section 24; Thence North  $56^{\circ} 41' 11''$  East for 176.21 feet; Thence North  $33^{\circ} 54' 55''$  East for 127.14 feet; Thence North  $10^{\circ} 35' 06''$  East for 83.37 feet; Thence North  $00^{\circ} 36' 53''$  East for 231.47 feet to an existing fence; Thence North  $89^{\circ} 11' 51''$  East for 519.46 feet along said fence; Thence South  $01^{\circ} 51' 14''$  East for 151.24 feet; Thence South  $89^{\circ} 18' 39''$  West for 126.24 feet; Thence South  $00^{\circ} 00' 25''$  West for 1143.40 feet to the South line of the said South half of the Southeast quarter of Section 24; Thence North  $89^{\circ} 59' 33''$  West for 635.46 feet in the point of beginning, subject to the County Road Right-of-way.

EXHIBIT '1'

Tract 1: That part of the Southeast quarter of section 24, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of the said Southeast quarter of Section 24; Thence North 89° 59' 37" West (assumed bearings) for 1480.70 feet along the South line of the said Southeast quarter of Section 24 to the true point of beginning; Thence North 89° 59' 37" West for 544.50 feet continuing along said South line; Thence North 00° 00' 25" East for 433.00 feet; Thence south 89° 59' 37" East for 544.50 feet parallel with and 433.00 feet North of the South line of the Southeast quarter of said Section 24; Thence South 00° 00' 25" West for 433.00 feet to the point of beginning.

EXCEPT

That part of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 24, Township 16 North, Range 10 East of the 6th P.M., more particularly described as follows:

Commencing at the Southwest corner of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 24, Thence East on the South line of said Southeast  $\frac{1}{4}$  885.0 feet to the point of beginning; Thence continuing East on the South line of said Southeast  $\frac{1}{4}$  200.0 feet; Thence North 200.0 feet; Thence West on a line 200.00 feet North of and parallel to the South line of said Southeast  $\frac{1}{4}$  200.0 feet; Thence South 200.0 feet to the point of beginning.

Tract 2: That part of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 24, Township 16 North, Range 10 East of the 6th P.M., more particularly described as follows: Commencing at the Southwest corner of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 24, Thence East on the South line of Southeast  $\frac{1}{4}$  885.0 feet to the point of beginning; Thence continuing East on the South line of said Southeast  $\frac{1}{4}$  200.0 feet; Thence North 200.0 feet; Thence West on a line 200.0 feet North of and parallel to the South line of said Southeast  $\frac{1}{4}$  200.0 feet; Thence South 200.0 feet to the point of beginning.

AND ALSO

Parcel B: That part of the Southeast quarter of Section 24, Township 16 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of the said Southeast quarter of Section 24; Thence North 89° 59' 37" West (assumed bearing) for 60.80 feet along the South line of the said Southeast quarter of Section 24 to the West right of way line of Nebraska State Highway 31 and the true point of beginning; Thence North 89° 59' 37" West for 1419.90 feet along said South line; Thence North 00° 00' 25" East for 433.00 feet; Thence North 89° 59' 36" West for 544.50 feet; Thence North 00° 00' 25" East for 710.40 feet; Thence North 89° 18' 39" East for 126.24 feet; Thence North 01° 51' 14" West for 151.24 feet; Thence North 89° 18' 28" East for 1411.85 feet to a found monument ( $\frac{1}{2}$  open top pipe) at an angle point in the West line of a parcel as surveyed, on April 13, 1992 by Gerald Roger L.S. #222 and filed at the Douglas County Surveyors Office; Thence along said parcel for the following (3) courses; 1) Thence South 00° 01' 26" East for 475.50 feet to a found monument (5/8" Rebar); 2)

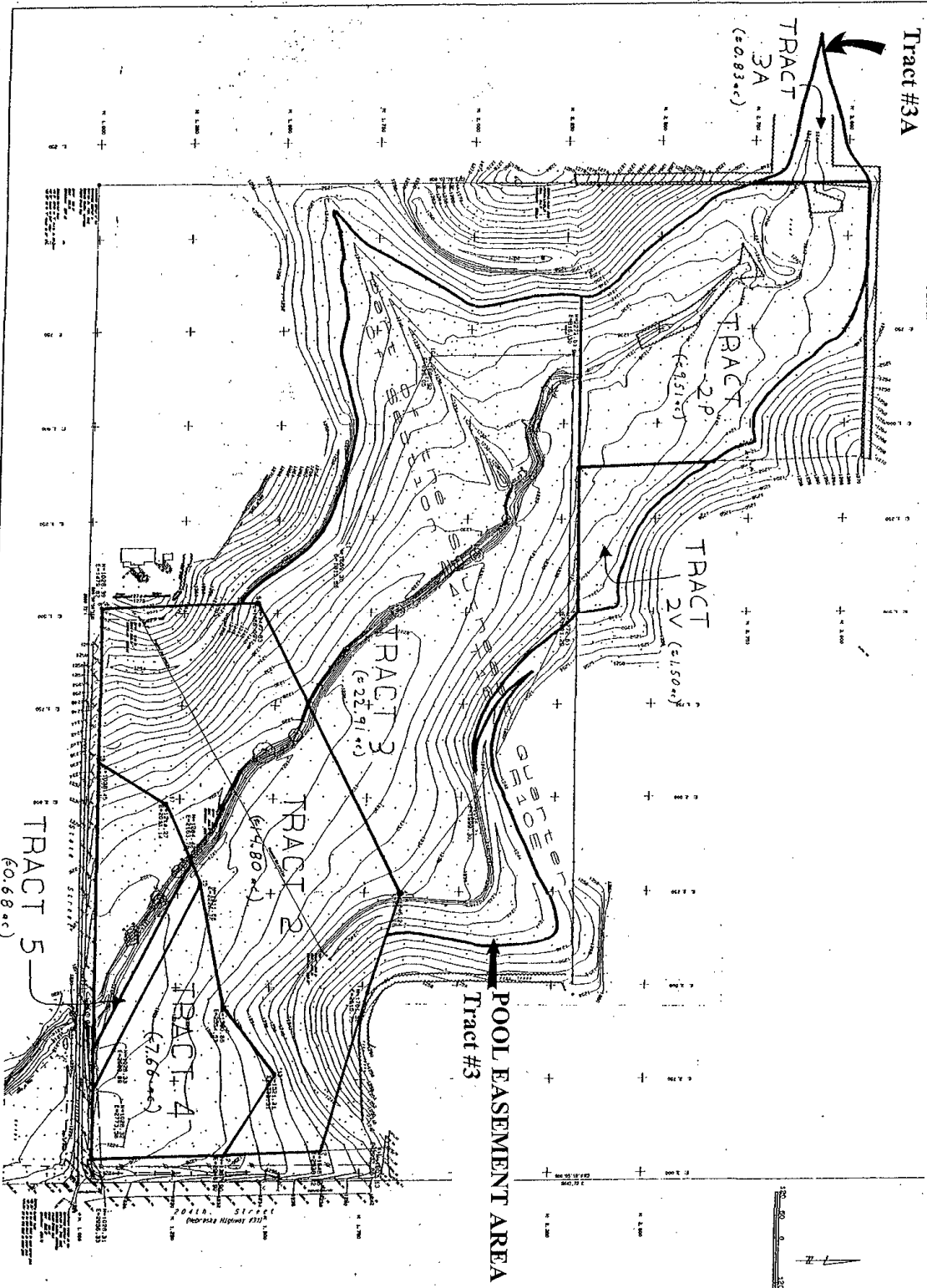
Thence South 63° 40' 19" East for 67.55 feet to a found monument (1" pinched top pipe); 3) Thence South 89° 59' 23" East for 347.13 feet to a found monument ( $\frac{1}{2}$ " open top pipe) and the West right of way of Nebraska State Highway 31; Thence South 01° 39' 13" East for 808.17 feet to the point of beginning.

## DAM EASEMENT AREA

### LEGAL DESCRIPTION

A parcel of land containing 14.80 acres more or less, Section 24, 16N, R10E in Douglas County, Nebraska; commencing at a Point of Beginning which is identified as the northeasternmost point in the Re-Entry Easement area; thence north  $1^{\circ}40'05''$  west, a distance of 257.56 ft; thence north  $74^{\circ}37'28''$  west, a distance of 438.36 ft; thence north  $72^{\circ}22'47''$  west, a distance of 279.69 ft to the northernmost point in the dam easement area, which is also the easternmost point in the borrow area; thence south  $62^{\circ}58'31''$  west, a distance of 876.84 ft; thence south  $1^{\circ}36'09''$  east, a distance of 419.61 ft; thence north  $89^{\circ}59'31''$  east, a distance of 419.37 ft; thence north  $58^{\circ}55'54''$  east, a distance of 216.94 ft; thence north  $24^{\circ}40'54''$  east, a distance of 167.99 ft; thence north  $25^{\circ}43'49''$  east, a distance of 62.79 ft; thence north  $11^{\circ}41'37''$  east, a distance of 341.27 ft; thence north  $38^{\circ}09'26''$  east, a distance of 227.36 ft; thence south  $32^{\circ}06'27''$  east, a distance of 251.00 ft back to the Point of Beginning.

**POOL EASEMENT AREA**  
Tract #3A



**EXHIBIT '3'**

<p><b>NORM KOESTER ENGINEERING</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Sheet 5 of 6</p>	<p>EASEMENT MAP</p> <p>SACHS/PALMER PROJECT</p> <p>DOUGLAS COUNTY, NEBRASKA</p>	<p>rev 11/27/00 AM</p> <p>Date _____</p>
	<p>Designed _____</p>	<p>Drawn _____</p>
	<p>Checked _____</p>	<p>Approved _____</p>
	<p>_____</p>	<p>_____</p>
	<p>_____</p>	<p>_____</p>

## RE-ENTRY EASEMENT AREA

### LEGAL DESCRIPTION

A parcel of land containing 7.66 acres more or less, commencing at a Point of Beginning located 61.64 west and 32.89 ft north of the SE corner of SE ¼ of Section 24, 16N, R10E in Douglas County, Nebraska; thence north 1° 39'29" west, a distance of 359.74 ft to the northeasternmost point in the Re-Entry Easement area, which is also the Beginning Point in the Dam Easement area; thence north 57° 53'33" west, a distance of 251.00 ft; thence south 51° 50'34" west, a distance of 227.36 ft; thence south 78° 18'23" west, a distance of 341.27 ft; thence south 64° 16'11" west, a distance of 62.79 ft; thence south 65° 19'06" west, a distance of 167.99 ft; thence south 31° 04'06" west, a distance of 216.94 ft; thence south 89° 59'27" east, a distance of 764.70 ft; thence south 89° 59'49" east, a distance of 109.69 ft; thence south 89° 59'49" east, a distance of 182.75 ft back to the Point of Beginning.

## INGRESS & EGRESS EASEMENT AREA

### LEGAL DESCRIPTION

A parcel of land containing 0.68 acres more or less, commencing at a Point of Beginning located 244.39 west and 32.91 ft north of the SE corner of SE ¼ of Section 24, 16N, R10E in Douglas County, Nebraska; thence north 62° 52'44" west, a distance of 621.58 ft; thence south 64° 16'11" west, a distance of 62.79 ft; thence south 62° 53'03" east, a distance of 561.86 ft; thence south 89° 59'49" east, a distance of 109.69 ft; back to the Point of Beginning.