

FOR and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged

Papio Valley Auto Parts do hereby grant and confirm unto the Papio Natural Resources District, its successors and assigns, permanent full and free right, liberty, and authority for flood control purposes to enter upon and to construct, operate, and maintain Papillion Creek improvements upon the following described lands, TO WIT:

Beginning at a point 230 feet south of the center of Section 12, Township 14, North, Range 12 East of the 6th P.M., thence south 230 feet to a point on the north south centerline of said Section, thence east a distance of 150 feet to a point; thence northwesterly a distance of 225 feet more or less to a point of beginning, all in the NW1/4 of the SE1/4 of said Section in Douglas County, Nebraska. Approximately 0.4 acres.

Also, beginning at a point 230 feet south of the center of Section 12, Township 14 North, Range 12 East of the 6th P.M., thence south a distance of 230 feet to a point on the north south centerline of said Section, thence west a distance of 120 feet to a point which is approximately the centerline of the Big Papillion Creek; thence northwesterly along the centerline of said creek a distance of 520 feet more or less to a point on the east west centerline of said section which is 230 feet from the center of said section; thence east a distance of 220 feet to a point, thence southeasterly a distance of 260 feet more or less to the point of beginning, all being in the NE1/4 of the SW1/4 of said section in Douglas County, Nebraska. Approximately 2.3 acres. A drawing of the area is shown on Exhibit "A" and is incorporated herein by reference.

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

1) There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land in any manner and for any purpose not inconsistent with the full use and enjoyment by the Papio Natural Resources District its successors and assigns, of the right and privileges herein granted.

2) The consideration recited herein shall constitute payment in full for all damages sustained by the Grantor caused by the construction, maintenance, and inspection of the works of improvement described herein except damage to growing crops and fences damaged during construction including, but not limited to damages for loss of access and damages resulting from the grading required in said construction. Grantor waives the statutory procedure for arriving at damages by reason of any change of grade.

3) This easement includes the right of ingress and egress as required to carry out the provisions of this easement.

4) 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.

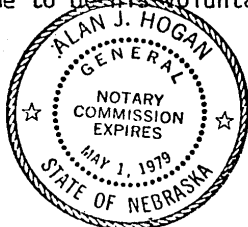
5) It is understood that no promises, verbal agreements or understanding except as herein set forth will be honored by the Papio Natural Resources District.

6) Papio N.R.D. hereby agrees to install a 24 inch interior drainage structure and to excavate a ditch a distance of 200 ft upstream from the inlet near the

IN WITNESS WHEREOF, the Grantor sets his hand and seal this 8 day of Sept, 1975

Carl Scaletta
Jack Fisher

On this 8 day of Sept, 1975, before me, a Notary Public in and for said County of _____ who is known personally to me to be the identical persons whose names are affixed to the above instrument and does acknowledge the same to be his voluntary act and deed.



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
AT 3:51 PM
DAY OF Sept
1975

South Property Line