

55-676

PAPPIO NATURAL RESOURCES DISTRICT
PAPILLION CREEK CHANNEL AND LEVEE EASEMENT

For and in consideration of One Dollar(s) (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged,

Patterson Farms and Investments, a Nebraska Partnership of Douglas County, Nebraska, 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:

Beginning at a point 217 feet west of the northeast (NE) corner of the northwest quarter (NW-1/4) of Section 34, Township 14 North, Range 13 East; thence westerly along the section line a distance of 1430 feet to a point on the north line of section 34-14-13; thence S 36°45'W a distance of 710 feet to a point, thence S 2°45'W a distance of 1680 feet more or less to a point which is 480 feet east and 380 feet north of the SW corner of the NW-1/4 of said section; thence S 55°47' E a distance of 363.4 feet to a point; thence N 2°45' E a distance of 1775 feet to a point; thence N 36°45' E a distance of 636 feet to a point; thence northeasterly a distance of approximately 1180 feet to the point of beginning. This area all being in the NW-1/4 of Section 34-14-13 of Sarpy County, Nebraska is approximately 19.6 acres.

The above-described permanent easement area is shown on the map attached hereto as Exhibit A and incorporated herein by reference.

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 flood control dikes and appurtenances thereto and improvements to the Papillion Creek and tributary channels located on or adjacent to the above described lands. Such construction may include widening deepening, straightening, and clearing and snagging of trees, brush, and other debris, for or in connection with the operation, maintenance, and inspection of such channels and dikes and for the flowage of any waters in, over, upon or through such channel. 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) In the event construction on the above-described works of improvement is not commenced within five years of the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, her heirs and assigns.
- (3) This Easement includes the right of ingress and egress at any time over and upon the above-described land of the Grantor and any other land of the Grantor adjoining said land.
- (4) There is reserved to the Grantor, her 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.

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

(6) 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 her hand and seal this 30 day of Aug, 1982.

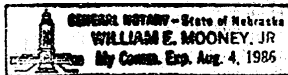
Patterson Farms and Investments, a
Nebraska Partnership

Velvetta Fay Patterson
President General Partner

STATE OF NEBRASKA)
) ss
COUNTY OF)

On this 30 day of Aug, 1982 before me, a Notary Public in and for said county, personally came the above named General Partner, President of the Patterson Farms and Investments, a Partnership, who is personally known to me to be the identical person whose name is affixed to the above instrument as President of said partnership, and acknowledged the instrument to be her voluntary act and deed and the voluntary act and deed of said partnership. Witness my hand and Notarial Seal the day and year last above written.

William E. Mooney, Jr.
Notary Public



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Carl W. Hildebrand
REGISTER OF DEEDS

55-676B

EXHIBIT "A"

SEC. 34, T14N, R13E.

scale 1" = 400'

