

EASEMENT

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is acknowledged, Father Flanagan's Boys' Home of Boys Town, Nebraska, Grantor, does hereby grant, convey and release unto Douglas County of the State of Nebraska, Grantee, its successors and assigns, a perpetual easement in, over and upon the following described land situated in the County of Douglas, State of Nebraska, to wit: approximately two and one half (2½) acres of land in the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ lying within Section 13, Township 15 N, Range 11 E, Douglas County, Nebraska, which lies below elevation 1111.0 mean sea level datum, 1929 adjustment, for the purpose of temporary detention and flowage, either or all, of any waters and sediment that are impounded, or detained, for any clearing of trees, brush or debris within the temporary detention area and for maintenance and inspection of area of temporary detention to be created by a road structure to be constructed to replace the bridge on North 132nd Street designated by the County as Bridge No. 239 on Road No. 52.

The rights and privileges herein granted shall be subject to the following terms and conditions, to all of which the Grantee by accepting this easement expressly agrees:

1. The consideration recited herein shall constitute payment in full for all damages sustained or to be sustained by the Grantor by reason of the temporary detention and flowage, either or all, of the works of improvement described above.
2. In the event construction of the above described works of improvement is not completed within three years from the date hereof, or in the event that the road location is changed

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or redesigned to utilize a Bridge or in any other manner so that the temporary detention area shall no longer be required, or in the event that a storm sewer shall be constructed by the Grantor or others in the waterway and connected to the concrete box structure which is part of the works of improvement described above (it being agreed that the Grantor, its successors and assigns shall have the right to make and maintain such connection without any connection or other charge), or in any other event as a result of which the temporary detention area shall no longer be required, then in any of such events, this easement shall cease and terminate and all of the rights and privileges hereby granted to the Grantee shall revert to and become the property of the Grantor, its successors and assigns.

3. The Grantee shall have such right of ingress to and egress from the temporary detention area as may be necessary to carry out the provisions of this easement.

4. There is reserved to the Grantor, its successor and assigns, the right and privilege to use the above described land of the Grantor 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 right and privilege herein granted.

5. The Grantee is solely responsible for constructing, operating and maintaining the above described works of improvements; and Grantee shall indemnify and hold harmless the Grantor, its successors and assigns from any and all claims for personal injury (including death) or damage to property arising out of or in connection with the constructing, operating or maintaining of the above described works of improvements.



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WALTER D. OSTLER  
REGISTER OF DEEDS  
OSAGE COUNTY, IOWA

for record in the name of the Register of  
Deeds of said County and recorded in

Book *483* of *Moe*  
Page *233*

LC

BY

*Wm. L. Dwyer* *April 9 Water Commission District*

*740 No. 84th*

*13-15-11*

RECORDED

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*13-15-11*