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GEORGE J. DUBIELSKI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

UM 15835 1078 R 20-15-11 4P 01-60000  
CASH BK PG C/O COMP SCAN  
TYPE MISC PG 67-70  
FEE 20.50 OF MISC LEGL PG 67 MC FV

2050

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
EASEMENT  
SITE D-15-B PAPILLION CREEK WATERSHED PROJECT

Tract 2

ARTHUR M. GREENE (hereinafter referred to as "the GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE") to the GRANTOR, the receipt of which by the GRANTOR is hereby acknowledged, does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon and use

a tract of land in the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 2.3 acres, more or less, identified as Tract 2 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference

(hereinafter referred to as "the Easement Area") for the purpose of and in connection with the construction, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery and the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure.

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, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the GRANTEE's exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE

Return: Papio-Missouri River NRD  
8901 S 154th St.  
Omaha, Ne. 68138 Attn: R Puls

may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE 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. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended.

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the 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.

(3) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

(4) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(6) This easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 12 day of April, 1997.

  
ARTHUR M. GREENE

State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this  
12th day of April, 1993 by the above-named  
Arthur M. Greene.

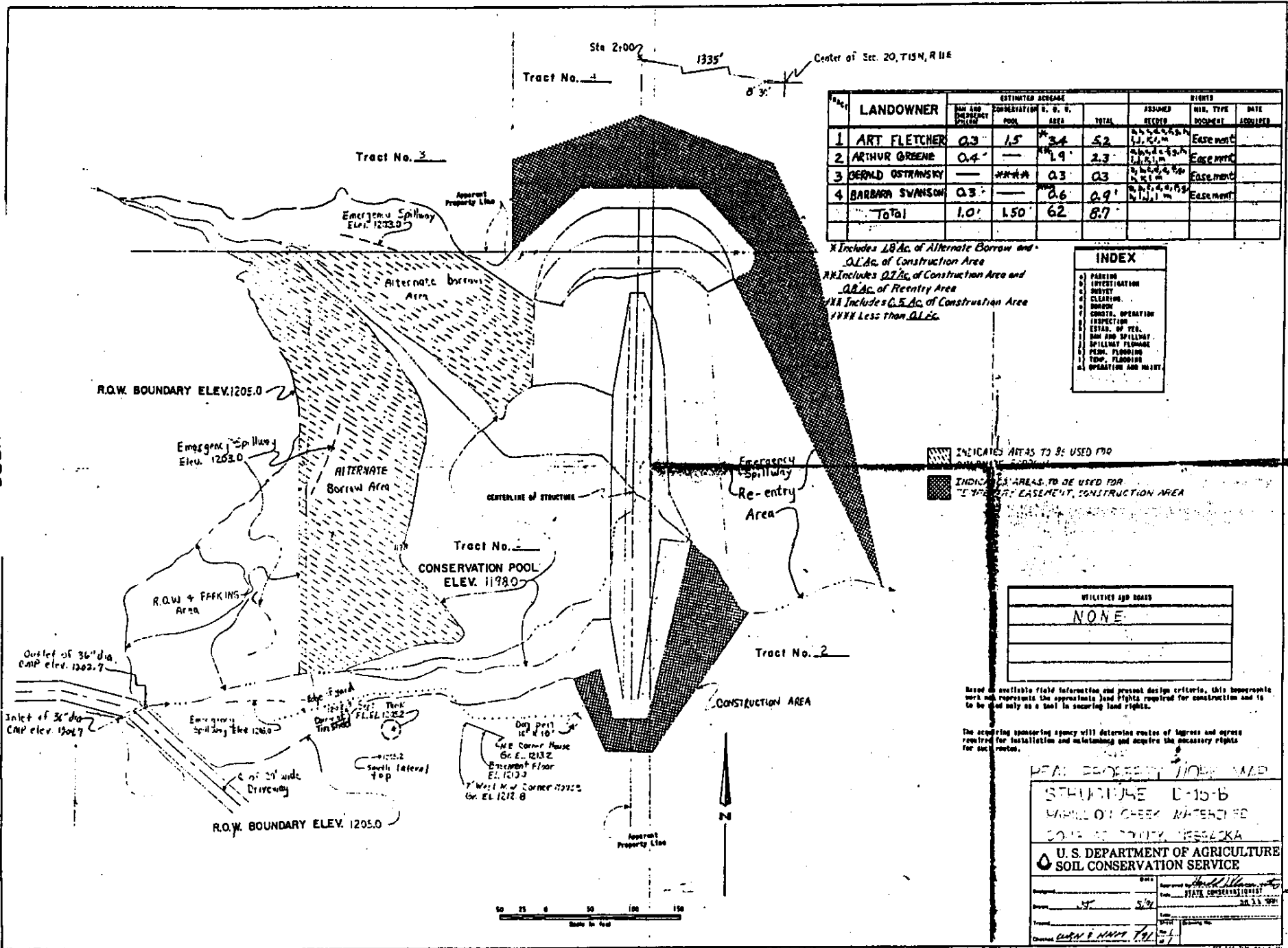
Margaret Conn  
Notary Public



PAK21130.Tr2

EXHIBIT "A"

BOOK 1078 PAGE 70



No.	LANDOWNER	ESTIMATED ACREAGE			RIGHTS		
		BAR AND SPILLWAY	CONSERVATION POOL	TOTAL	ASSUMED RIGHTS	DATE	REMARKS
1	ART FLETCHER	0.3	1.5	1.8			Easement
2	ARTHUR GREENE	0.4	—	0.4			Easement
3	BERNARD OSTROWSKY	—	—	0.3			Easement
4	BARBARA SWANSON	0.3	—	0.6			Easement
Total		1.0	1.5	2.5			

X Includes 1.8 Ac. of Alternate Borrow and 0.4 Ac. of Construction Area  
 XX Includes 0.7 Ac. of Construction Area and 0.2 Ac. of Re-entry Area  
 XXX Includes 0.5 Ac. of Construction Area  
 XXXX Less than 0.1 Ac.

INDEX	
○	PARKING
○	INVESTIGATION
○	ADJUT
○	CLEARING
○	BORROW
○	CONSTR. OPERATION
○	INSPECTION
○	ESTAB. OF YER.
○	BAR AND SPILLWAY
○	SPILLWAY FLOWAGE
○	PLAN. FLOODING
○	TEMP. FLOODING
○	OPERATION AND MAINT.

INDICATES AREAS TO BE USED FOR  
 CONSERVATION POOL

INDICATES AREAS TO BE USED FOR  
 EASEMENT, CONSTRUCTION AREA

WETLANDS AND BAYS
NONE

Based on available field information and present design criteria, this approximate work map represents the approximate land rights required for construction and is to be used only as a tool in securing land rights.

The accepting sponsoring agency will determine routes of ingress and egress required for installation and maintaining and acquire the necessary rights for such routes.

PERMITS REQUIRED FROM MAP

STRUCTURE D-10-B  
 MAPLE CREEK WATERSHED  
 CONSERVATION DISTRICT, WISCONSIN

U. S. DEPARTMENT OF AGRICULTURE  
 SOIL CONSERVATION SERVICE

APPROVED BY: *[Signature]*  
 DATE: 5/27/70  
 DRAWN BY: *[Signature]*  
 DATE: 5/27/70

