

WHEN RECORDED RETURN TO:  
Husch Blackwell, LLP  
13330 California Street Suite 200  
Omaha, NE 68154  
Attn: Brent A. Meyer, Esq.

### **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment"), is made as of April 5, 2022, by and between Papio-Missouri River Natural Resources District, a Nebraska political subdivision, ("Assignor"), and Sanitary and Improvement District No. 564 of Douglas, Nebraska, a Nebraska political subdivision ("Assignee").

WHEREAS, Assignor and Assign signed that certain "Interlocal Agreement" dated as of March 23, 2022 (the "Interlocal Agreement"), which Agreement contemplates the conveyance of certain permanent easement rights, including, without limitation, the easements lying, being, and situate in the County of Douglas and State of Nebraska.

WHEREAS, the Assignor has certain permanent easement rights through the following instruments recorded with the Register of Deeds, Douglas County, Nebraska (collectively, the "Easements"): (1) Easement Site D-15-B Papillion Creek Watershed Project – Tract 1, recorded June 14, 1993 in Book 1078 at Page 63; (2) Easement Site D-15-B Papillion Creek Watershed Project – Tract 2, recorded June 14, 1993 in Book 1078 at Page 67; (3) Easement Site D-15-B Papillion Creek Watershed Project – Tract 3, recorded June 14, 1993 in Book 1078 at Page 73; and (4) Easement Site D-15-B Papillion Creek Watershed Project – Tract 4, recorded June 14, 1993 in Book 1078 at Page 81. Copies of the Easements are attached hereto as **Exhibit A**;

NOW, THEREFORE, pursuant and subject to the terms of the Interlocal Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's rights, title, duties, obligations and interest in and to the Easements to Assignee, and Assignee hereby accepts such assignment and hereby assumes and agrees to be bound by the Easements including all rights and liabilities of Assignor thereunder from and after the date of this Assignment and to perform all duties and obligations of Assignor under the Easements from and after the date of this Assignment.

2. Assignor and Assignee agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Assignment.

3. This Assignment is being delivered pursuant to the Interlocal Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the Interlocal Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.

4. This Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

5. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]



**SANITARY AND IMPROVEMENT DISTRICT NO.  
564, DOUGLAS COUNTY, NEBRASKA**

By A. Schroeder

Printed Name: Andrew Schroeder

Title: Clerk

STATE OF Nebraska )

) ss.

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, by Andrew Schroeder as clerk, on behalf of the SID.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Elizabeth M. Hix  
Notary Public Signature

My Commission Expires:  
January 26, 2023

[SEAL]

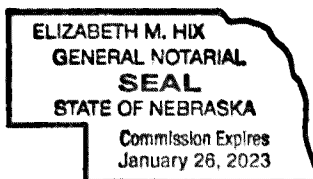


EXHIBIT A to Assignment

a tract of land in the North Half of the Northwest 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 5.2 acres, more or less, identified as Tract 1 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference

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<sup>NE 1/4</sup>  
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

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<sup>SW 1/4</sup>  
a tract of land located in the NW1/4 of Section 20, T15N, R11E of the 6th P.M., Douglas County, Nebraska, consisting of 0.3 acres, more or less, identified as Tract 3 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference,

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<sup>NE NW  
NW NW  
SE NW  
SW NW</sup>  
A tract of land in the Northwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, consisting of 0.3 acres, more or less, more specifically identified as the emergency spillway on Tract 4 of the tract map attached hereto as Exhibit "A" and incorporated herein by reference

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10/14/2020

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①

JUN 14 2 05 PM '93  
 GEORGE...  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

CASH 15834 BK 1078 R 20-15-11 KP  
 FB 01-60000  
 TYPE MISC PG 63-66 C/O      COMP      SCAN W  
 FEE 2090 OF MISC LEGL PG 63 MC      FV     

205u

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

Tract 1

ARTHUR L. FLETCHER AND JEAN FLETCHER (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 North Half of the Northwest Quarter of the Southwest Quarter of Saction 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 5.2 acres, more or less, identified as Tract 1 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, the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure, and the right of the GRANTEE to construct and maintain fences enclosing such portions of the Easement Area as the GRANTEE determines necessary for public safety or preservation of the GRANTEE'S improvements.

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

Exhibit A

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GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE 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 24 day of May, 1993.

Arthur L. Fletcher  
ARTHUR L. FLETCHER

Jean Fletcher  
JEAN FLETCHER

10/14/2020

Landmark Web Official Records Search

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State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this  
24 day of May, 1993 by the above-named  
Arthur L. Fletcher and Jean Fletcher, husband and wife.

E. Marie Witt  
Notary Public



PAK21130.TR1

**PAPIO - MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT**



8901 S. 154th St.  
Omaha, NE 68138-3621  
Fax 402-895-6543 Office 402-444-6222  
Home 402-234-4178

Ralph Puls - Land and Water Programs Coordinator





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JUN 14 2 05 PM '93

REGISTRY  
RECORDS & DEEDS  
COUNTY OF NE

UM 15835 1078 R 20-15-11 KP  
CASH BK 1078 FB 01-60000  
TYPE MISC PG 67-70 C/O COMP 8 SCAN  
FEE 20% OF MISC LEGL PG 67 MC/FV

File: 502  
15835  
D-15B  
8

205c

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
EASEMENT  
SITE D-15-B PAPIILLION 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

<sup>NE 4W</sup>  
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

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8901 S 154th St.  
Omaha, Ne. 68138 Attn: R. Pala

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, 1993.

  
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 Cohn  
Notary Public

PAK21130.Tr2

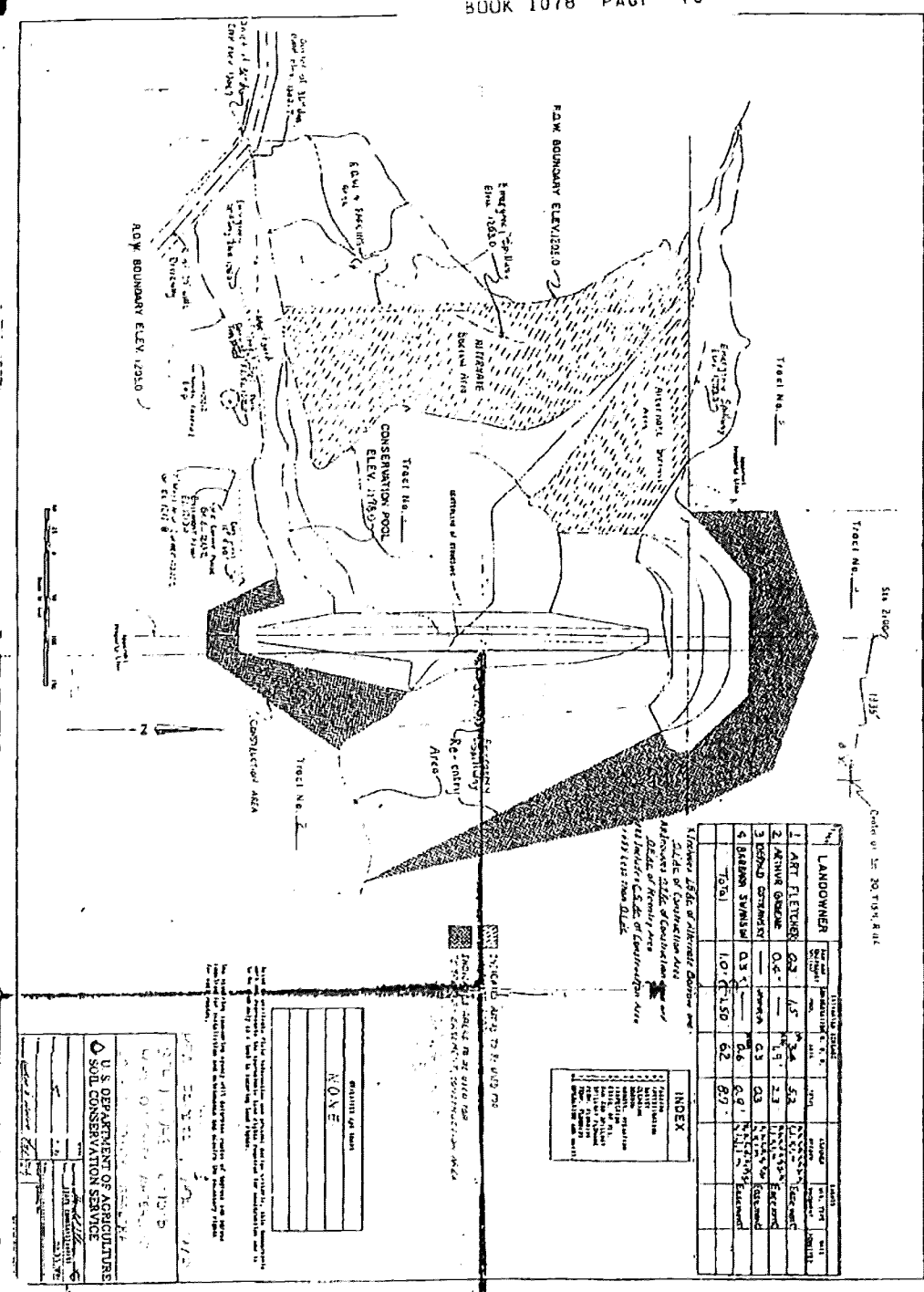


EXHIBIT "A"

LANDOWNER	Tract No.	Area (Ac.)	Area (Sq. Ft.)	Acres	Notes
1. ART FLETCHER	0.2	4.5	154,500	4.5	Section 23
2. MERVIN GORDON	0.5	17.1	588,900	17.1	Section 23
3. EDWARD GORDON	0.3	10.3	354,300	10.3	Section 23
4. BARBARA SWANSON	0.3	10.3	354,300	10.3	Section 23
<b>Total</b>	<b>1.0</b>	<b>35.2</b>	<b>1,202,000</b>	<b>35.2</b>	

INDEX

1. Section 23	2. Section 24
3. Section 25	4. Section 26
5. Section 27	6. Section 28
7. Section 29	8. Section 30
9. Section 31	10. Section 32
11. Section 33	12. Section 34
13. Section 35	14. Section 36
15. Section 37	16. Section 38
17. Section 39	18. Section 40

QUALITY OF SOIL

NONE
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U.S. DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE

DATE: 11/10/60

BY: [Signature]

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CONSERVATION POOL ELEV. 1185.0



Papio Creek Watershed  
 D-15B Location Map  
 June 2014

Structure 966

Dodge Rd.

Updated Date: 9/21/2013

41°15'17.02" N 96°12'15.81" W elev: 1210 ft eye alt: 6973 ft

10/14/2020

Landmark Web Official Records Search

W

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RECORDED

JUN 14 2 05 PM '93

GEORGE J. ...  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

LM 15838 BK 1078 R 20-15-1100 FB 01-60000  
CASH TYPE misc PG TB-70 CIO COMP 8 SCAN 20  
FEE 2050 OF misc LEGL PG 73 MC FV

2050

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

Tract 3

JERRY F. OSTRANSKY AND JUDY J. OSTRANSKY (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

S.W.N.W

a tract of land located in the NW1/4 of Section 20, T15N, R11E of the 6th P.M., Douglas County, Nebraska, consisting of 0.3 acres, more or less, identified as Tract 3 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 may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE

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8401 S 154th St.  
Omaha, Ne. 68138  
Attn: R. Puls

10/14/2020

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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 3 day of June, 1993.

  
\_\_\_\_\_  
JERRY F. OSTRANSKY  
  
\_\_\_\_\_  
JUDY J. OSTRANSKY



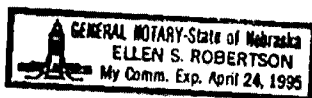
10/14/2020

Landmark Web Official Records Search

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State of Nebraska )  
                          ) ss.  
County of Douglas )

The foregoing instrument was acknowledged before me this  
3 day of June, 1993 by the above-named  
Jerry F. Ostransky and Judy J. Ostransky, husband and wife.



Ellen S. Robertson  
Notary Public

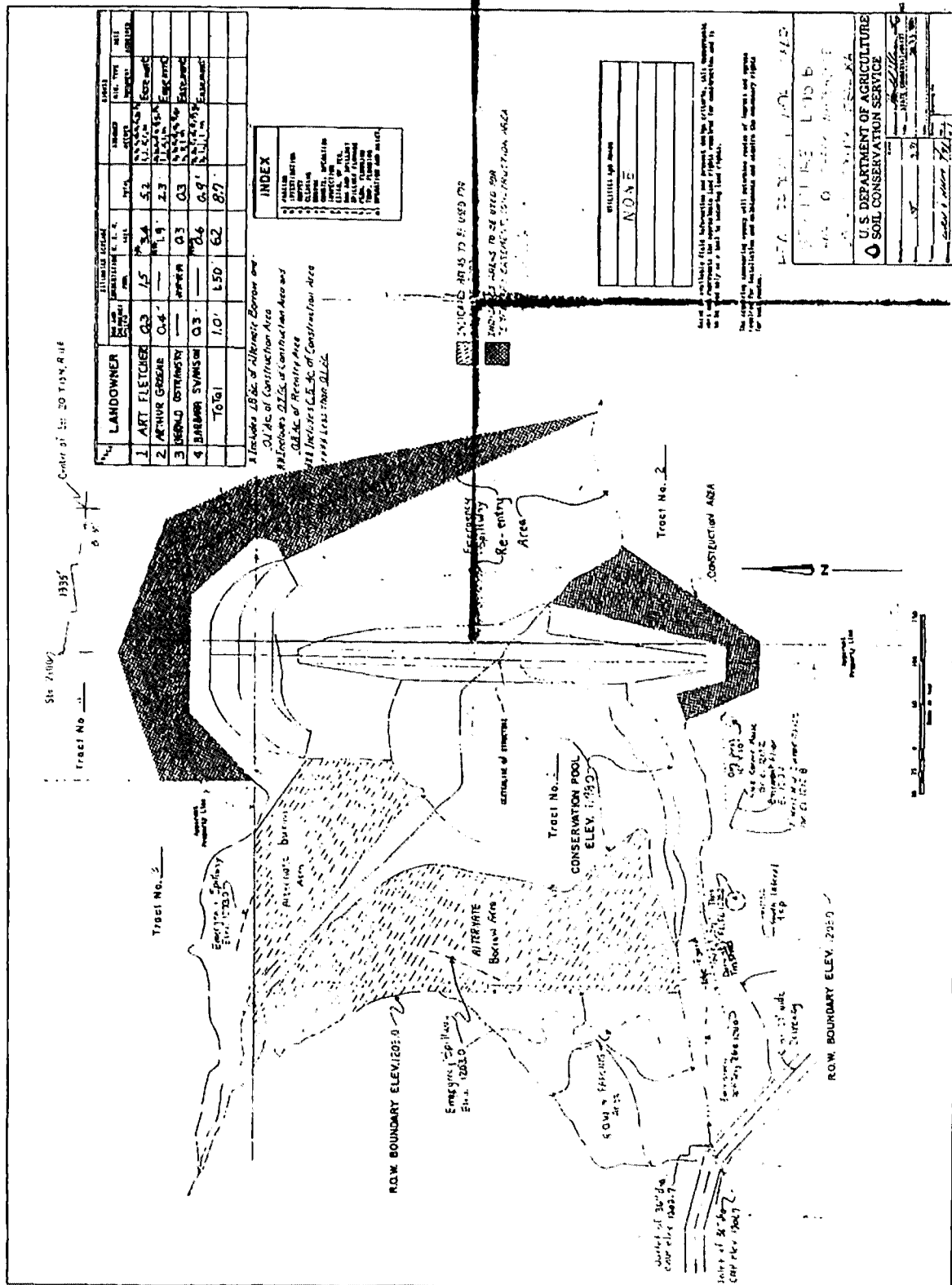
PAK21130.tr3

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EXHIBIT "A"



10/14/2020

Landmark Web Official Records Search

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JUN 14 2 05 PM '93

GEORGE...  
REGISTERED...  
DOUGLAS COUNTY

UM 15850 1078 R 20-15-11 KP  
CASH BK FB 01-60000  
TYPE MISC PG 81-84 C/O COMP 8 SCAN 8  
FEE 20.50 OF MISC LEGL PG 81 MC FV

705W

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

Tract 4

TRINITY CHURCH, INTERDENOMINATIONAL, a Nebraska corporation, (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

NE NW  
NW NW  
SE NW  
SW NW

A tract of land in the Northwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, consisting of 0.3 acres, more or less, more specifically identified as the emergency spillway on Tract 4 of 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 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 utilize the air space above the grade stabilization structure 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 may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE

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89015. 154th St.  
Omaha, Ne 68138  
Attn: R. Puls

10/14/2020

Landmark Web Official Records Search

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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 shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(4) This easement is subject to the rights and interest of the Omaha Public Power District in an easement covering all or a part of the Easement Area, recorded at Book 488, Page 375, Douglas County Register of Deeds.

(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) If GRANTEE does not commence construction of the proposed grade stabilization structure within two (2) years of the date of this easement, the easement shall by its own terms expire and any and all interests of GRANTEE in the Easement Area shall revert to the GRANTOR.

(7) 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.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 10th day of June, 1993.

TRINITY CHURCH INTERDENOMINATIONAL,  
a Nebraska Corporation

BY: *William B. ...*

10/14/2020

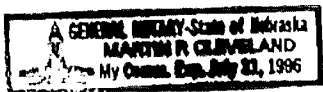
Landmark Web Official Records Search

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STATE OF NEBRASKA )  
COUNTY OF Sarpy ) SS.

On this 15<sup>th</sup> day of June, 1993, before me, a Notary Public, personally came Delbert Dale President of TRINITY CHURCH, INTERDENOMINATIONAL, a Nebraska Corporation, 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 and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Martin P. Cleveland  
Notary Public

pak30607.pe4

10/14/2020

Landmark Web Official Records Search

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LANDOWNER	LIMITED AREA		TOTAL	EACH TYPE PROJECT	EACH AREA
	NO. OF LOTS	SQ. FT.			
1. ART FLETCHER	0.3	1.5	3.4	Edge work	Edge work
2. ARTHUR GREENE	0.4	1.9	2.3	Edge work	Edge work
3. GERALD OSTROMSKY	0.3	0.3	0.3	Essential	Essential
4. BARBARA SWANSON	0.3	0.6	0.9	Essential	Essential
Total	1.0	1.50	6.2	Essential	Essential

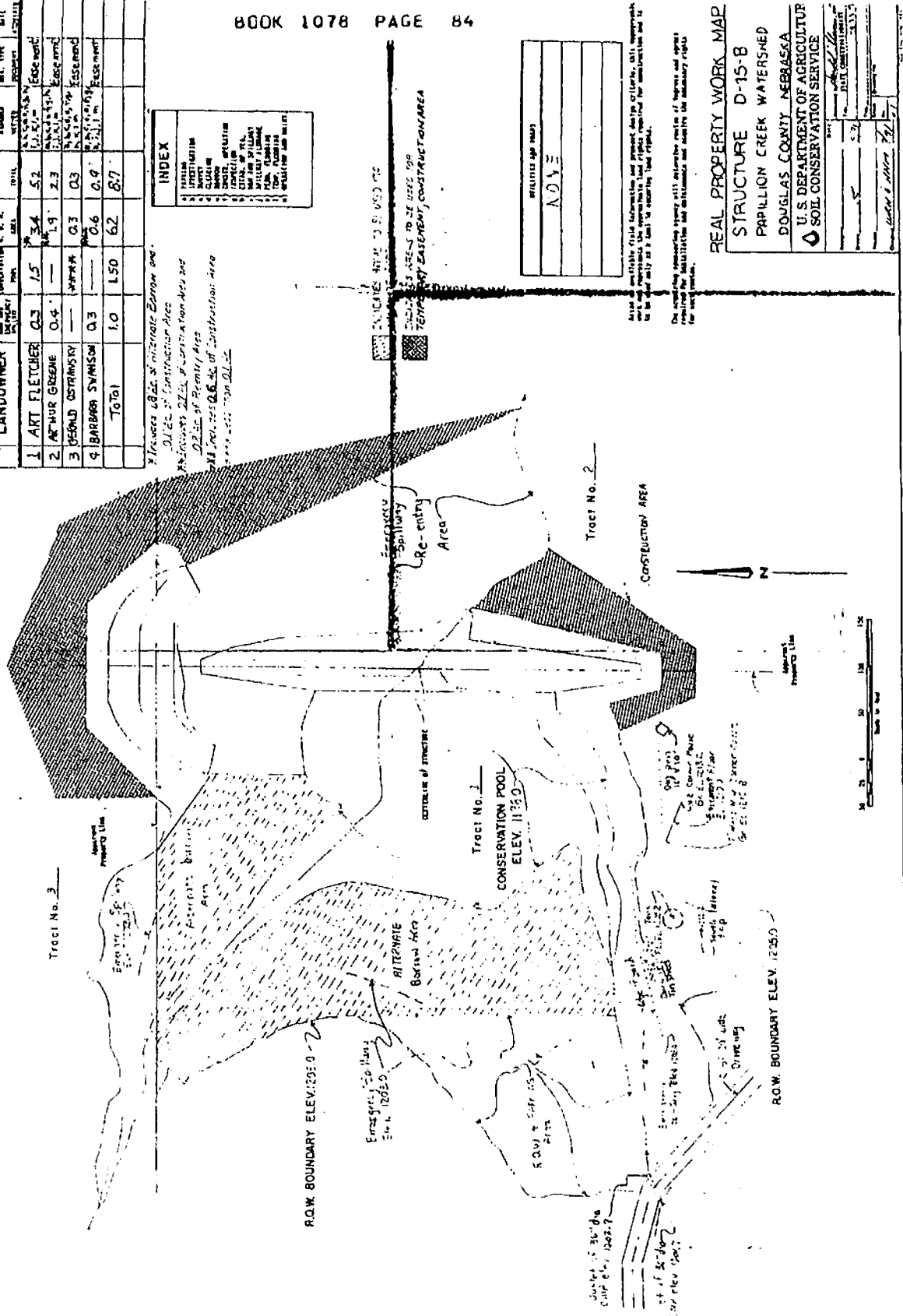
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 15. EASEMENT

RECALLED BY NAME
NOVA

**REAL PROPERTY WORK MAP**  
 STRUCTION D-15-B  
 PAPPILLION CREEK WATERSHED  
 DOUGLAS COUNTY NEBRASKA  
 U.S. DEPARTMENT OF AGRICULTURE  
 SOIL CONSERVATION SERVICE

Center of Sec. 20 T15N R11E  
 1335'  
 87° 30'

**EXHIBIT "A"**



Area of available field information and present design criteria, all necessary to be included in a map to support a permit application.

The State Planning Agency will determine the nature of future and present projects for the construction and maintenance of the roadway.

