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MISC 1987 17157

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PAPPIO NATURAL RESOURCES DISTRICT

STORAGE AND FLOWAGE
EASEMENT

SITE D-18 PAPILLION CREEK PROJECT

RECEIVED
1987 OCT 1 AM 9 54
GEORGE J. BUCIEMICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Pursuant to the OPTION AGREEMENT between the parties, dated March 20, 1987 and in consideration of Twenty-One Thousand Dollars and no/100 Dollars (\$21,000.00) and other good and valuable consideration paid to Bruhn's Packing Company, a Nebraska corporation, Wayne T. Fober and Jean L. Fober, husband and wife, (hereinafter collectively referred to as GRANTOR) by the PAPIO NATURAL RESOURCES DISTRICT (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon the tract of land in the North Half of Section 2, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, State of Nebraska, more particularly described in the legal description 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 and inspection of a grade stabilization structure designed as D-18, in the plans for the Papillion Creek Watershed; for the flowage of any waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment that are 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, the right of the GRANTEE to control vegetation and insects in the easement area, 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 contemplated by this easement.

In the event construction on the grade stabilization structure is not commenced within (50) fifty years from the date hereof, the rights and privileges herein granted shall revert to and become the property of the GRANTOR, its successors and assigns.

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 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 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 the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646.

(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 a purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the right and privilege here granted.

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

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

(5) No excavation, filling or boring shall be done in the easement area without the prior consent of the GRANTEE.

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(6) The 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) It is understood that no promises, verbal agreements, or understanding except as herein noted have been made or will be honored by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 29th day of September, 1987.

Wayne T. Fober
 Grantor - Wayne T. Fober

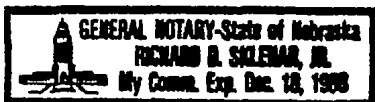
Jean L. Fober
 Grantor - Jean L. Fober

Bruhn's Packing Co.
 Bruhn's Packing Company - Grantor
 By President Jacqueline B. Polan

State of Nebraska)
)ss
 County of Douglas)

On this 29th day of September, 1987, before me, a Notary Public in and for said County, personally ~~came~~ the above named Wayne T. Fober and Jean L. Fober, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as GRANTOR and acknowledged the execution of said instrument to be their voluntary act and deed.

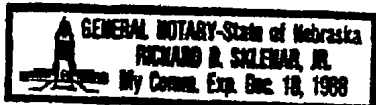
WITNESS my hand and Notarial Seal the Date last aforesaid.



Richard B. Sulenar, Jr.
 Notary Public

State of Nebraska)
)ss
 County of Douglas)

The foregoing instrument was acknowledged before me this 29th day of September, 1987 by the above-named Jacqueline (Bruhn) Polan, President of Bruhn's Packing Company, Inc., a Nebraska Corporation, on behalf of the corporation.



Richard B. Sulenar, Jr.

LEGAL DESCRIPTION

TRACT "A"

PAPILLION CREEK WATERSHED STRUCTURE SITE D-18

A part of the West 269 feet of the Northwest Quarter of Section 2, Township 15 North, Range 11 East of the 6th p.m., Douglas County, Nebraska and part of the East 50 feet of the North 701 feet of the Northwest Quarter of said Section 2 described as follows:

Commencing at the North Quarter Corner of Section 2, Township 15 North, Range 11 East, thence North $87^{\circ}38'37''$ East along the North line of said Northeast Quarter, 263 feet; thence South $2^{\circ}21'23''$ East, 367.13 feet to the point of beginning; thence continuing South $2^{\circ}21'23''$ East, 340.87 feet to the centerline of a creek; thence along the centerline of a creek on the following four courses; South $86^{\circ}46'37''$ West, 102.45 feet; thence North $74^{\circ}35'23''$ West, 96.00 feet; thence South $80^{\circ}15'37''$ West, 100.00 feet; thence South $68^{\circ}01'57''$ West, 21.23 feet; thence North $2^{\circ}21'57''$ West, 219.25 feet; thence North $72^{\circ}18'22''$ East, 177.97 feet; thence North $62^{\circ}21'48''$ East, 156.38 feet to the point of beginning containing 1.906 acres more or less.

EXHIBIT "A"