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PAPIO NATURAL RESOURCES DISTRICT

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STORAGE & FLOWAGE
EASEMENT

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

SITE D-18 PAPIILLION CREEK PROJECT

Pursuant to the OPTION AGREEMENT between the parties, dated September 15, 1986 and in consideration of ONE HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-TWO AND 50/100 DOLLARS (\$177,182.50) paid to BRUHN'S PACKING COMPANY, a Nebraska corporation (hereinafter 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 West Half of the Northeast Quarter and the Northwest Quarter 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 designated 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, 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, 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 (except the West four hundred feet (W. 400') thereof) as the GRANTEE determines necessary for public safety or preservation of the GRANTEE'S improvements contemplated by this easement; provided that, the exercise by the GRANTEE of such rights shall not encroach on the exercise by the GRANTOR of the rights reserved as provided below in sub-paragraph 2(b).

A diagram showing the approximate configuration and location of grade stabilization structure D-18 is attached hereto as Exhibit B and incorporated herein by reference.

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

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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) (a) 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 herein granted.

(b) For itself, and for its successors and assigns, GRANTOR specifically reserves the right to construct, operate and maintain pedestrian and vehicular roads and bridges in the West four hundred feet (W.400') of the easement area for the purpose of providing access and egress for subdivision purposes to land of the Grantor South of and contiguous to the easement area, provided that no such road or bridge structure shall obstruct the flow of water in, to or from the easement area nor reduce the water and sediment detention and storage capacity of the easement area, and, provided further, that GRANTEE shall not be liable for any damages to any such road or bridge in the West four hundred feet (W. 400') of the easement area caused by flooding or other water damage thereto.

(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) With the exception of improvements in the West four hundred feet (W. 400') of the easement area, contemplated by the reservation provided above in sub-paragraph 2(b), GRANTOR shall not be responsible for operation and maintenance of the improvements contemplated by this easement.

(5) With the exception of the GRANTOR'S roads and bridges in the West four hundred feet (W. 400') of the easement area, no excavation, filling or boring shall be done in the easement area without the prior consent of the GRANTEE.

(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 9th day of December, 1987.

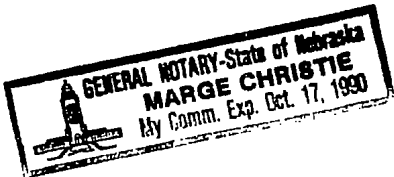
BRUHN'S PACKING CO., GRANTOR

BY Jacqueline E. Polan
President



State of Nebraska)
) ss.
County of Douglas)

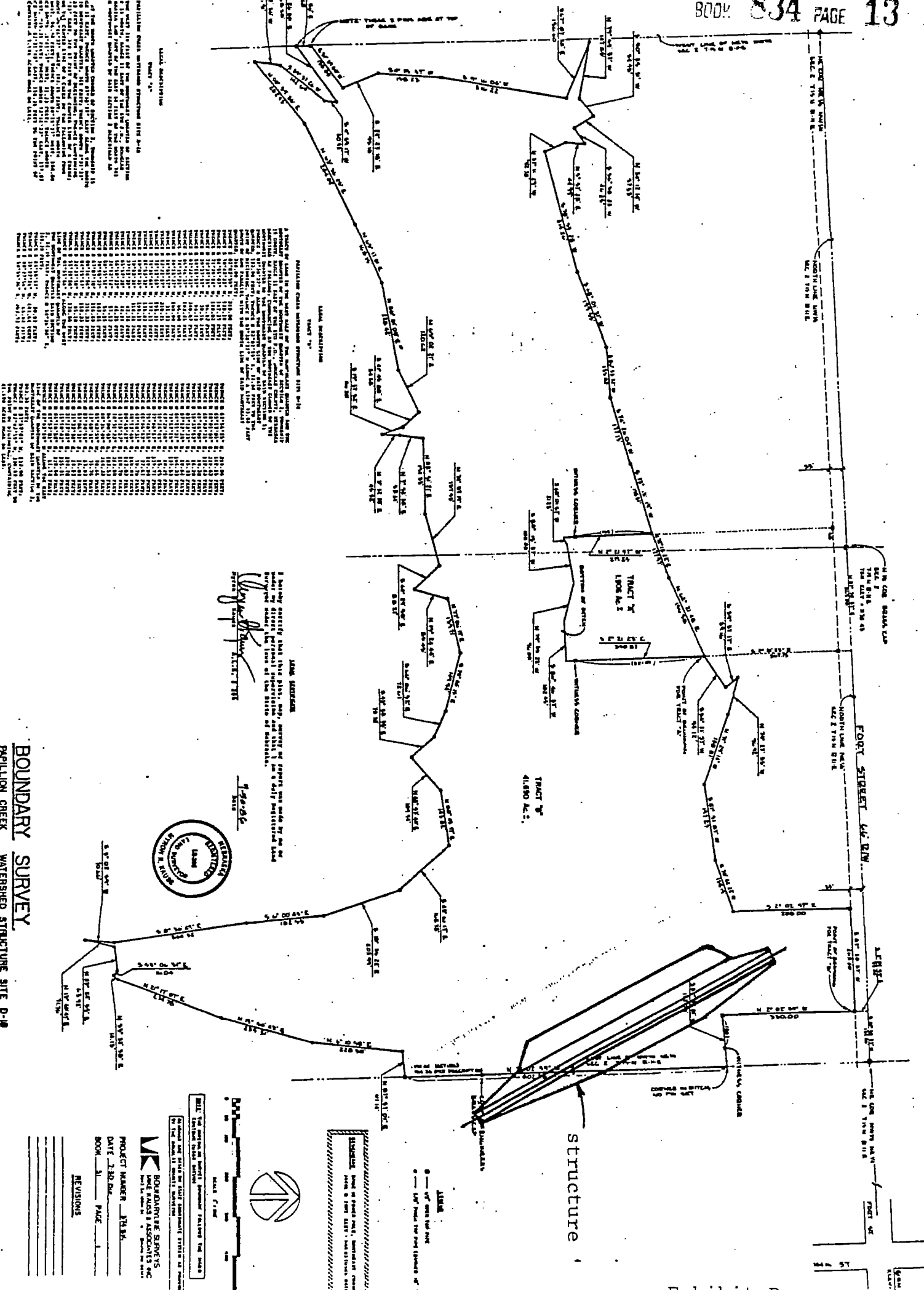
The foregoing instrument was acknowledged before me this 9th day of December, 1987 by the above-named Jacqueline E. Polan, President of Bruhn's Packing Company, a Nebraska corporation, on behalf of the corporation.



Marge Christie
Notary Public

A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S 87°38'37" W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 132.00 FEET; THENCE S 02°02'59" E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S 87°38'37" W ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 268.00 FEET; THENCE S 02°02'59" E, 288.00 FEET; THENCE S 70°42'22" W, 138.19 FEET; THENCE S 81°51'07" W, 197.27 FEET; THENCE N 71°29'14" W, 188.81 FEET; THENCE N 74°27'35" W, 96.92 FEET; THENCE S 39°37'17" E, 39.16 FEET; THENCE S 54°11'57" W, 94.12 FEET; THENCE S 02°21'23" E, 340.87 FEET; THENCE S 86°46'37" W, 102.45 FEET; THENCE N 74°35'23" W, 96.00 FEET; THENCE S 80°15'37" W, 100.00 FEET; THENCE S 68°01'57" W, 21.23 FEET; THENCE N 02°21'57" W, 219.25 FEET; THENCE S 73°13'19" W, 195.31 FEET; THENCE S 74°26'04" W, 177.13 FEET; THENCE S 86°53'32" W, 135.02 FEET; THENCE S 68°01'31" W, 199.55 FEET; THENCE S 78°53'28" W, 314.26 FEET; THENCE N 37°11'29" W, 42.78 FEET; THENCE N 05°57'28" E, 44.99 FEET; THENCE S 56°58'23" W, 46.25 FEET; THENCE N 34°12'14" W, 57.53 FEET; THENCE S 50°35'51" W, 54.95 FEET; THENCE N 79°59'37" W, 147.85 FEET; THENCE S 67°07'38" E, 156.60 FEET; THENCE S 09°16'06" W, 316.22 FEET; THENCE S 04°15'57" W, 158.23 FEET; THENCE S 24°27'18" E, 95.10 FEET; THENCE S 51°39'00" W, 130.00 FEET; THENCE S 01°55'56" E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SAID SECTION 2, 34.40 FEET; THENCE N 54°26'00" E, 168.38 FEET; THENCE S 04°59'17" W, 30.93 FEET; THENCE S 39°37'26" W, 142.64 FEET; THENCE S 08°27'56" W, 66.91 FEET; THENCE N 50°59'36" E, 202.93 FEET; THENCE N 63°56'25" E, 284.04 FEET; THENCE N 65°17'01" E, 168.15 FEET; THENCE N 80°01'08" E, 228.42 FEET; THENCE N 65°02'21" E, 120.62 FEET; THENCE S 41°45'00" E, 54.38 FEET; THENCE S 19°37'52" E, 56.20 FEET; THENCE N 03°32'33" E, 45.32 FEET; THENCE N 07°52'28" E, 58.61 FEET; THENCE N 88°51'21" E, 194.33 FEET; THENCE N 74°57'19" E, 137.53 FEET; THENCE S 44°29'58" E, 88.21 FEET; THENCE N 15°24'44" E, 85.45 FEET; THENCE N 77°06'17" E, 139.71 FEET; THENCE S 75°40'15" E, 149.94 FEET; THENCE S 66°06'52" E, 72.61 FEET; THENCE S 43°58'35" E, 78.78 FEET; THENCE N 48°53'40" E, 109.94 FEET; THENCE N 80°43'17" E, 143.02 FEET; THENCE S 43°16'17" E, 168.78 FEET; THENCE S 18°35'22" E, 203.99 FEET; THENCE S 06°00'45" E, 182.53 FEET; THENCE S 08°36'49" E, 344.32 FEET; THENCE S 05°02'59" W, 70.66 FEET; THENCE N 13°40'41" E, 71.76 FEET; THENCE N 83°24'55" E, 63.92 FEET; THENCE S 53°06'31" E, 16.04 FEET; THENCE N 33°32'30" E, 14.13 FEET; THENCE N 21°17'07" E, 274.78 FEET; THENCE N 15°50'43" E, 235.31 FEET; THENCE N 06°10'58" E, 228.50 FEET; THENCE N 87°57'01" E, 61.14 FEET; THENCE N 02°02'59" W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, 802.38 FEET; THENCE S 87°57'01" W, 132.00 FEET; THENCE N 02°02'59" W, 330.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.690 ACRES MORE OR LESS.

Exhibit A



NOTICE OF SALE IN THE EAST PART OF THE UNINCORPORATED SECTION SIX-ONE

1. That the land in the east part of the unincorporated section six-one and the

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20. That the land in the east part of the unincorporated section six-one and the

W. G. ...
 Surveyor



BOUNDARY SURVEY
 MILLION CREEK WATERSHED STRUCTURE SITE D-10
 DOUGLAS COUNTY, NEBRASKA

MEASUREMENT
 1" = 40'

LEGEND
 - - - - - Survey Line
 - - - - - Boundary Line
 - - - - - Easement Line
 - - - - - Right of Way Line

PROJECT NUMBER: 1714
DATE: 1/10/04
BOOK: 834
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REVISIONS

Exhibit B