



EASEMENT

For and in consideration of **ONE THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$1,400.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, **MILTON L. TALCOTT, TRUSTEE, an undivided one-half interest and CAROL A. TALCOTT, TRUSTEE, an undivided one-half interest** hereinafter the "Grantor" does hereby grant, bargain, sell, convey, and release unto the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia Street, P. O. Box 83581, Lincoln, Nebraska 68501, hereinafter the "Grantee," its successors and assigns, a perpetual easement in, over, and upon the real estate in Lancaster County, Nebraska, particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference, and as further identified and shown on **Exhibit "B"**, attached hereto and incorporated herein by this reference.

This easement is granted for the purpose of and in connection with the construction, reconstruction, operation, maintenance, repair, and inspection of a floodwater retarding structure, and for the purpose of the flowage of any waters in, over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such floodwater retarding structure designated as Site 19-B of the Upper Salt Creek Watershed Project (the "Project").

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 sustained or to be sustained by the Grantor by reason of the exercise of the rights and privileges granted herein.
2. This easement shall include the right of ingress and egress over and upon the land described in **Exhibit "A"**, and any other land of the Grantor adjoining such land.
3. Grantor shall not construct, operate, occupy, maintain, or locate any structure, whether temporary or permanent, on the land described in **Exhibit "A"**. This prohibition shall include but not be limited to the construction of a well or a building.
4. Grantor, his or her heirs, and assigns, reserve the right and privilege to use the land described on **Exhibit "A"** at any time, and 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 granted herein.

5. This easement shall not pass, nor shall the same be construed to pass, to the Grantee any fee simple interest or title to the lands described on **Exhibit "A"**.
6. Grantee, its successors and assigns, shall be responsible for operating and maintaining the improvements constructed as a result of the rights and privileges granted herein.
7. The Easement shall be binding upon the parties hereto, and their respective heirs, successors and assigns.
8. Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.
9. Grantor acknowledges that Grantee has all rights and remedies that exist in law or equity to enforce any of the provisions of this Easement in the event of a violation of default, including the right to a temporary or permanent injunction.
10. If Grantor subsequently transfers the Property by any means whatsoever to any person or entity, Grantor shall make reference to this Easement in any document transferring the Property.
11. This Easement shall constitute a covenant running with the land in perpetuity and shall be binding on and inure to the benefit of the Grantor and Grantee and their respective agents, heirs, personal representatives, successors and assigns.
12. Grantor warrants and represents that he, she or it, as the case may be, has good and sufficient legal title to the Property, free and clear from all mortgages, liens, or encumbrances of any kind, except those agreed to in writing by Grantee, which if any, are set forth as **Exhibit "C"** attached hereto and incorporated by reference as though fully set forth herein. Grantor agrees at any time upon the request of Grantee, to obtain a subordination agreement from any person or entity that has an interest or lien superior to the interest of Grantee.
13. Grantor warrants and represents that he, she or it has the sole and exclusive right to grant this Easement, and that there are no tenants or other persons in possession of the Property or any part thereof or any other person or entity that need join in this Easement in order for Grantee to fully enjoy the rights and privileges granted by this Easement.
14. Grantor reserves to himself, his heirs, personal representatives, successors and assigns the area subject to this Easement in calculating the maximum allowable density on the entire parcel of land owned by Grantor, to the extent permitted by law.

TO HAVE AND TO HOLD the aforesaid Easement in, over, and upon the land described in Exhibit "A", and with all rights, privileges, and appurtenances thereto belonging or in anywise appertaining, unto the Grantor, its success and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 12 day of OCTOBER, 2011.

Milton L. Talcott (Trustee)  
MILTON L. TALCOTT, TRUSTEE

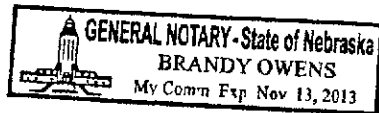
Carol A. Talcott, Trustee  
CAROL A. TALCOTT, TRUSTEE

Carlton W. Talcott  
CARLTON W. TALCOTT, TENANT

STATE OF NEBRASKA \_\_\_\_\_ }  
COUNTY OF Lancaster } ss

On this 12 day of October, 2011, before me, a notary public in and for said County and State, personally came **MILTON L. TALCOTT, TRUSTEE, and CAROL A. TALCOTT, TRUSTEE**, to me personally known to be the identical person(s) whose name(s) is/are affixed to the above Easement and acknowledge(s) the execution of the same to be his/her/their voluntary act and deed.

Witness my hand and notary seal the day and year last above written.



Brandy Owens  
Notary Public

My Commission expires: NOV. 13, 2013

STATE OF NEBRASKA \_\_\_\_\_ }

COUNTY OF Lancaster } ss

On this 12 day of October, 2011, before me, a notary public in and for said County and State, personally came **CARLTON W. TALCOTT**, to me personally known to be the identical person(s) whose name(s) is/are affixed to the above Easement and acknowledge(s) the execution of the same to be his/her/their voluntary act and deed.

Witness my hand and notary seal the day and year last above written.



Brandy Owens  
Notary Public

My Commission expires: Nov. 13, 2013.

# EXHIBIT "A"

## TRACT 12

### LOT 28 I.T.

#### FLOOD POOL EASEMENT

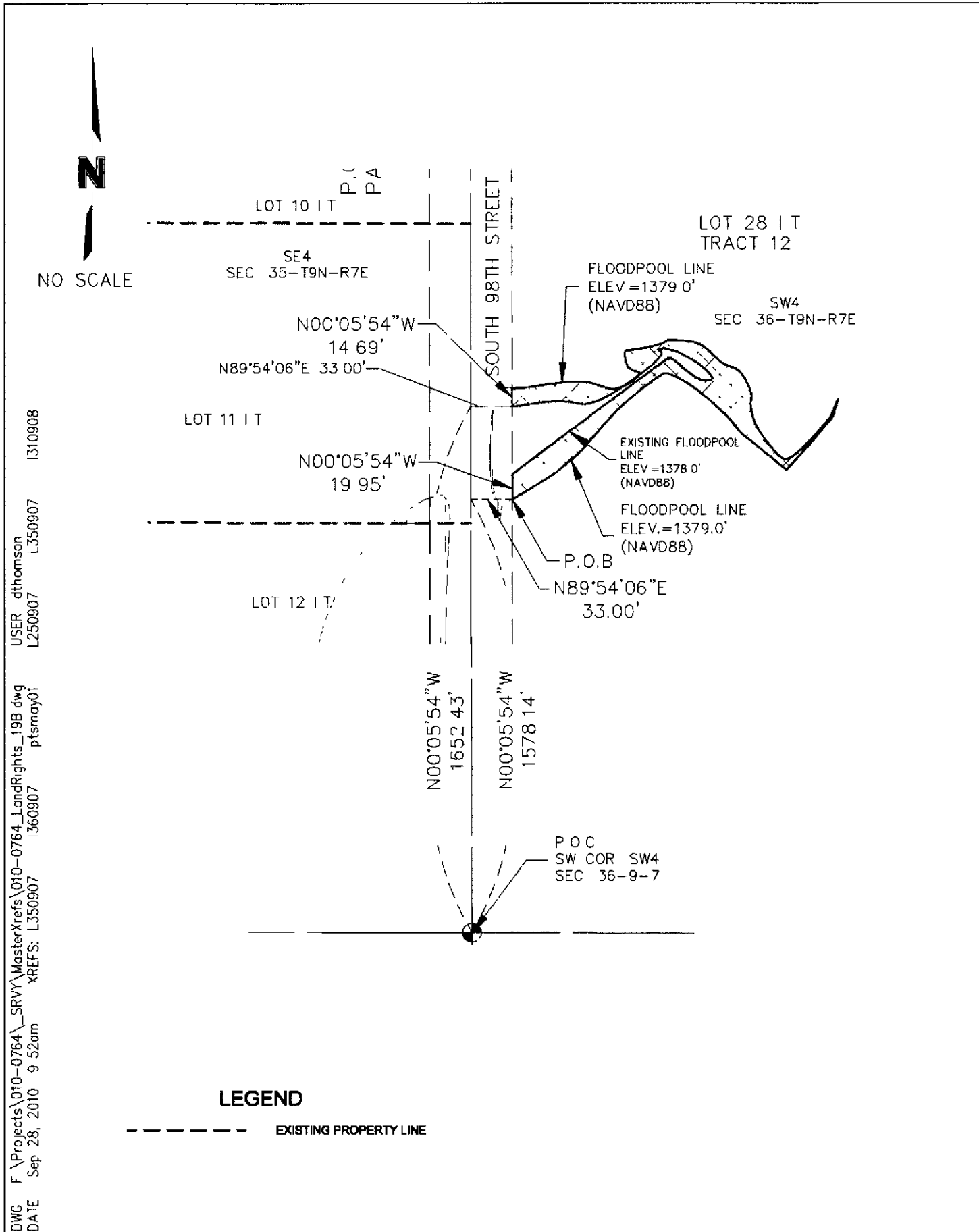
A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 28 I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE, NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, ON AN ASSUMED BEARING OF NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, A DISTANCE OF 1578.14 FEET TO A POINT; THENCE NORTH 89 DEGREES 54 MINUTES 06 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A LINE FOLLOWING AN ELEVATION OF 1379.0 FEET (NAVD88), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, ALONG A LINE THAT IS 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 19.95 FEET TO A LINE FOLLOWING AN ELEVATION OF 1378.0 FEET (NAVD88); THENCE, IN A NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY DIRECTION, ALONG SAID LINE FOLLOWING AN ELEVATION OF 1378.0 FEET (NAVD88) TO A POINT ON A LINE THAT IS 33.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID POINT BEING 1652.43 FEET NORTH OF AND 33.00 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 28 I.T., A DISTANCE OF 14.69 FEET TO A LINE FOLLOWING AN ELEVATION OF 1379.0 FEET (NAVD88); THENCE, IN AN EASTERLY AND THEN WESTERLY DIRECTION, ALONG SAID LINE FOLLOWING AN ELEVATION OF 1379.0 FEET (NAVD88) TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 0.15 ACRES, MORE OR LESS.

F:\PROJECTS\010-0764\\_SRVY\REVISED AUG 2011\TR 12 Lot 28 Flood Pool.docx

# EXHIBIT "B"



DWG F:\Projects\010-0764\SRVY\MasterXrefs\010-0764\_LandRights\_19B.dwg  
 DATE Sep 28, 2010 9:52am XREFS: L350907 1360907 ptsmay01  
 USER dthomson L250907 L350907 1310908

PROJECT NO.	010-0764
DRAWN BY:	DAT
DATE:	09.24.10

**LOT 28 I.T.**  
**FLOODPOOL EASEMENT**



1111 Lincoln Mall, Suite 111  
 P.O. Box 84608  
 Lincoln, NE 68501-4608  
 TEL 402.474.6311  
 FAX 402.474.5160

TRACT	12
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**EXHIBIT "C"**

**SUBORDINATION AGREEMENT**

For valuable consideration including the execution of the attached Easement, the undersigned being the owner and holder of an indebtedness secured by a lien upon the real estate described in the Easement, which instrument is dated the 2nd day of February, 1997, the 8<sup>th</sup> day of September, 1999, and the 8<sup>th</sup> day of December, 2006, and recorded in the office of the Secretary of State, State of Nebraska, Lincoln, Nebraska. Union Bank and Trust Company hereby joins the Easement to the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, its successors and assigns and conveys to the Lower Platte South Natural Resources District the same rights as contained in the Easement. Such conveyance is made for the sole purpose that the rights of the Easement shall be prior to and paramount to all rights held by the assigned under such instrument and that any sale or foreclosure of such instrument shall be subject to such Easement.

Dated this 21<sup>st</sup> day of October, 2011.

BY: Robert D. Urban

STATE OF Nebraska )  
 ) ss  
COUNTY Southeastern )

The foregoing instrument was acknowledged before me on this 21 day of October, 2011 by Robert D. Urban VP



Sandy M. Johnson  
Notary Public