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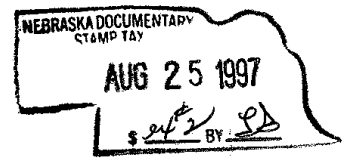
DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

D. Thomas

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BOOK 213 PAGE 600
OF New INST# 358

Clark



Position 5

Form FmHA 1955-49
(Rev. 10-28-81)



QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to Dennis M. Thomas and Susan K. Thomas, Husband and Wife, as Joint Tenants.

-Grantee, for the sum of Four Hundred Fifty Thousand Dollars and No/100 (\$450,000.00)

all interest in the following described real estate situated in the County of Saunders

State of Nebraska, to-wit:

The South Half of the Southeast Quarter (S1/2SE1/4) of Section 12; the West Half (W1/2) and the North Half of the Northeast Quarter (N1/2 NE1/4) in Section 13; all in Township 13 North, Range 9 East of the 6th P.M., Saunders County, Nebraska; the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 7, Township 13 North, Range 10 East of the 6th P.M., Saunders County Nebraska; and the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 18, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, excepting a tract of land described as follows: Commencing at the southwest corner of the Northwest Quarter Northwest Quarter (NW1/4 NW1/4) of said Section 18; thence N00°32'21" E, (assumed bearing) along the west line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), 46.00 feet, thence S89°50'47"E, parallel with the south line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), 1054.00 feet; thence S00°32'28"W, parallel with the east line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), 26.00 feet to a point 20.00 feet north of the south line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4); thence S89°50'47"E, parallel with the south line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), 34.40 feet; thence N00°32'28"E, parallel with and 235.30 feet west of said east line, 165.10 feet; thence S89°50'47"E, parallel with said south line, 120.11 feet; thence N00°05'27"W, 296.81 feet to the centerline of railroad tracks; thence N68°15'49"E, along the centerline of said railroad tracks, 127.54 feet to the east line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4); thence S00°32'28"W, along said East line, 529.68 feet to the south line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4); thence N89°50'47"W, along said south line, 1323.70 feet to the place of beginning (the balance containing 37.07 acres); but including a tract of land described as follows: A tract of land in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 18, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska being described as follows: Commencing at the Southeast Corner of said Northwest Quarter Northwest Quarter (NW1/4NW1/4); thence N00°32'28"E (assumed bearing) along the east line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), 185.10 feet to the place of beginning; thence, continuing along said east line of Northwest Quarter Northwest Quarter (NW1/4NW1/4), N00°32'28"E, 64.56 feet to the south line of a tract of land described in deed book 135, page 365; thence S89°51'31"W, along said south line, 115.87 feet, to a point 249.06 feet north of the south line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), thence S00°05'27"E, 63.96 feet; thence S89°50'47"E, along a line parallel with and 185.10 feet north of the south line of said Northwest Quarter Northwest Quarter (NW1/4NW1/4), 115.19 feet to the place of beginning, containing 0.17 acres,

The above tract is subject to attached Floodplain Conservation Easement.

This deed is executed and delivered pursuant to the provisions of the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated August 19, 1997.

UNITED STATES OF AMERICA (Grantor)

By Nancy Peterson
Nancy Peterson Acting State Executive Director
Farmers Home Administration Farm Service Agency
United States Department of Agriculture

In the presence of:

Paul L. Cernik
* Paul L. Cernik

Coreen E. Carnes
* Coreen E. Carnes

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss.

On this 19th day of August, 1997, before me personally appeared Nancy Peterson, known to me to be the Acting State Executive Director of the Farm Service Agency, (formerly Farmers Home Administration), for the State of Nebraska, United States Department of Agriculture, and the person who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed of the United States of America, pursuant to authority duly conferred upon him.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Gail K. Fischer
NOTARY PUBLIC



CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended, and Executive Order 11988 providing for the protection of floodplains. The restrictions and covenants contained in this easement constitutes a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA AND ACCESS THERETO:

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

Approximately 553 acres as follows: South 1/2 of the Southeast 1/4, Section 12 Township 13, Range 9, West 1/2 and North 1/2 of the Northeast 1/4 Section 13, Township 13, Range 9, Southwest 1/4 of the Southwest 1/4 of Section 7, Township 13, Range 10, Tract in Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13, Range 10 Saunders County Nebraska

Without limiting the general and specific rights of access in paragraph III-A, for access to the easement area, a right of way from the existing county road will be used.

In the event that the location of a road or trail becomes impractical due to erosion, Acts of God, or other cause, said location can be reasonably adjusted to accommodate access in accordance with the rights of paragraph III-A herein.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area when the easement manager determines, in consultation with the landowner, that a practicable alternative location outside the easement area is available to the landowner. Also, no dwellings, barns, outbuildings, or other structures shall be built within the easement area unless the construction conforms, at minimum, to the requirements of the National Flood Insurance Program (NFIP). Repairs to existing structures within the easement area may be made subject to the NFIP. The construction of fences needed for the purpose of livestock retention will be permitted within the easement area provided they do not impede the flow of water.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) placing earthen or other material fill on the easement area, or (2) placing of refuse, wastes, sewage, or other debris. This restriction does not apply to application of agricultural chemicals in accordance with Environmental Protection Agency Use Restrictions, except that application of agricultural chemicals within 100 feet of a stream or river is prohibited. The landowner shall have the right to carry on farming practices such as grazing, hay cutting, plowing, working and cropping the easement area without further degradation of floodplain values.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area.

D. Notwithstanding the provisions of paragraph II-B above, the landowner may establish and/or repair stream-bank riprap if such actions are necessary to protect the integrity of fields and/or buildings and provided such riprap is performed in consultation with the easement manager and under the direction of appropriate Federal, State, and local authorities.

III. RIGHTS RESERVED IN THE UNITED STATES

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct floodplains management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq.

The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of floodplain functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS

A. The agreed upon purposes of this reservation are the protection and restoration of the floodplain area existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "floodplain" is defined by reference to section 6(c) of Executive Order 11988. Any ambiguities in this easement shall be construed in a manner which best effectuates floodplain protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, floodplain management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of floodplain values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors and assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.