

30 STATE OF NEBRASKA COUNTY OF OTOE, File for
records in the REGISTER OF DEEDS Jan 2, 2002
At 2:24 P. M recorded in Book # 81 of Miscel
Page 393 Janet Reed Register of Deeds,
Fee: \$ 50.50 By: Laura Lorence Deputy
Entered Indexed Paged Compared

EASEMENT

WHEREAS, the Nemaha Natural Resources District, acting by and through its Board of Directors (the "District"), has entered into a cooperative grant agreement with the STATE dated April 30, 2001 ("Grant Agreement"), which is attached hereto and herein incorporated by reference as Exhibit 1. In the Grant Agreement, the District is authorized to acquire certain real property in an area affected by a major disaster;

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 CFR 206.434), and the Grant Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land in perpetuity; and

WHEREAS, the State of Nebraska also has recognized the need to construct a flood control structure and has authorized conveyance of an easement to that end under the provisions of state law.

WHEREAS, The District has determined that it is necessary in order to promote the public interest for the purposes provided in the Act to acquire an easement for flood control purposes to this certain real property owned by Grantors;

NOW, THEREFORE, the Grantors, Donald Hood and Esther C. Hood, husband and wife, for and in consideration of Ten Thousand dollars (\$10,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, convey, and release unto the Grantee, Nemaha Natural Resources District, a political subdivision of the State of Nebraska, its successors and assigns, a perpetual easement in, over, and upon the real property situated in Otoe County, Nebraska, and legally described in Exhibit 2 and shown on Exhibit 3, attached hereto and incorporated herein by this reference, and as further described in the plans and specifications for the Upper Little Nemaha Watershed.

1. Purpose. The grant of this easement is made for the purpose of and in connection with the construction, operation, maintenance, and inspection of a floodwater retarding structure and related facilities; 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 or sediment that are impounded, stored, or detained by such structure; and for the withdrawal of suitable borrow material for the construction of such structure.

2. Terms. In order to accomplish the purposes of this easement and, pursuant to the terms of the Stafford Act, and regulation promulgated thereunder (44 CFR 206.434), as they read now and may be amended in the future, the FEMA-State Agreement, and the Grant Agreement, the following conditions and restrictions shall apply in perpetuity and shall run with the land as an incorporeal interest in the property described in Exhibit 2.

(a) Compatible uses. In addition to the real property being used for a flood control structure and related facilities, the property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 CFR 206.434, as it reads now and may be amended in the future.

(b) Structures. No new structures shall be erected on the property other than:

- (i) the floodwater retarding structure and related facilities,
- (ii) a public rest room,
- (iii) a public facility that is open on all sides and functionally related to the open space use; or
- (iv) a structure that is compatible with the uses described in Paragraph 2(a) above, and approved by the Director in writing prior to the commencement of construction of the structure.

3. Other terms and conditions. The rights and privileges granted shall be subject to the following terms and conditions:

- (a) The consideration recited herein shall constitute payment in full for all damages sustained or to be sustained by the Grantors by reason of the construction, operation, maintenance, and inspection of the floodwater retarding structure and related facilities;
- (b) The Grantor shall provide the Grantee with ingress and egress as required to carry out the provisions of this easement;
- (c) There is reserved to the Grantors, their heirs and assigns, the right and privilege to use the above described land of the Grantors 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;
- (d) The Grantee is responsible for operating and maintaining the flood retarding structure and related facilities.
- (e) 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 in Exhibit 2.

TO HAVE AND TO HOLD the aforesaid easement in, over, and upon the real property described in Exhibit 2 of the Grantors, with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns, forever.

EXCEPT as hereinabove mentioned, the said Grantors, do for themselves and their heirs, personal representatives and assigns covenant that they are seized in fee simple of the land described on Exhibit 2; that the said Grantee shall have quiet and peaceful possession of the same free and clear from any and all encumbrances; that the Grantors have good title to convey the land described in Exhibit 2; that the Grantors, their heirs, personal representatives, and assigns will forever defend the title against the claims of all persons whatsoever, and will execute such further assurances regarding the title as may be reasonably requested by the Grantee.

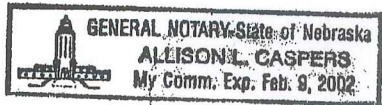
IN WITNESS WHEREOF, the said Grantors have hereto set their hand and seal on this 24th Day of October, 2001.

Donald Hood
Grantor

Esther C. Hood
Grantor

STATE OF NEBRASKA)
)S.S.
COUNTY OF OTOE)

On October 24th, 2001, before me personally appeared, Donald Hood and Esther C. Hood, husband and wife, to me known to be the identical persons described in, and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Allison L. Caspers
Notary Public

My Commission Expires 02-09-2002

- approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
- f. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 - g. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 - h. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Para. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 - i. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Para. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
 - j. Will comply with all Federal statute relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Educational Amendments of 1972, as amended (20 U.S.C. Para. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Para. 794) which prohibit discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Para. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Para. 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Para. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing or housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

NEBRASKA STATE EMERGENCY OPERATIONS PLAN

ANNEX I
APPENDIX 1
ATTACHMENT 4

- k. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in the purchases.
- l. Will comply with the provisions of the Hatch Act (5 U.S.C. Para. 1501-1508 and 7324-7328 which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- m. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Para. 276a to 276a-7), the Copeland Act (40 U.S.C. Para. 276c and 18 U.S.C. Para. 874), the Contract Work Hours and Safety Standards Act (40 U.S. Para. 327-333) regarding labor standards for federally assisted construction subagreements.
- n. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- o. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514; (b) Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Para. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Para. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- p. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Para. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- q. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 - r. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 - s. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
2. The Applicant will use disaster assistance funds solely for the purposes for which funds are provided and as approved by the Governor's Authorized Representative. The Applicant is aware that limited funding available for mitigation requires cost-sharing on the basis of 75 percent federal and 25 percent non-federal contributions and that the Applicant may be required to provide all or part of the non-federal share for such mitigation activities. For this disaster the Applicant will assume 25% of the match.
 3. The Applicant will return to the State, within fifteen days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
 4. The Applicant will comply with all applicable codes and standards as pertain to this project and agrees to provide maintenance as appropriate. Applicant will also be aware of the provisions of RRS 81-829.73

The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.

NEBRASKA STATE EMERGENCY OPERATIONS PLAN

ANNEX I
APPENDIX 1
ATTACHMENT 4

Signed for the Applicant:

Nemaha Natural Resources District

Applicant


Authorized Signature

General Manager
Title

4/20/01
Date

Signed for the State:

Governor's Authorized
Representative

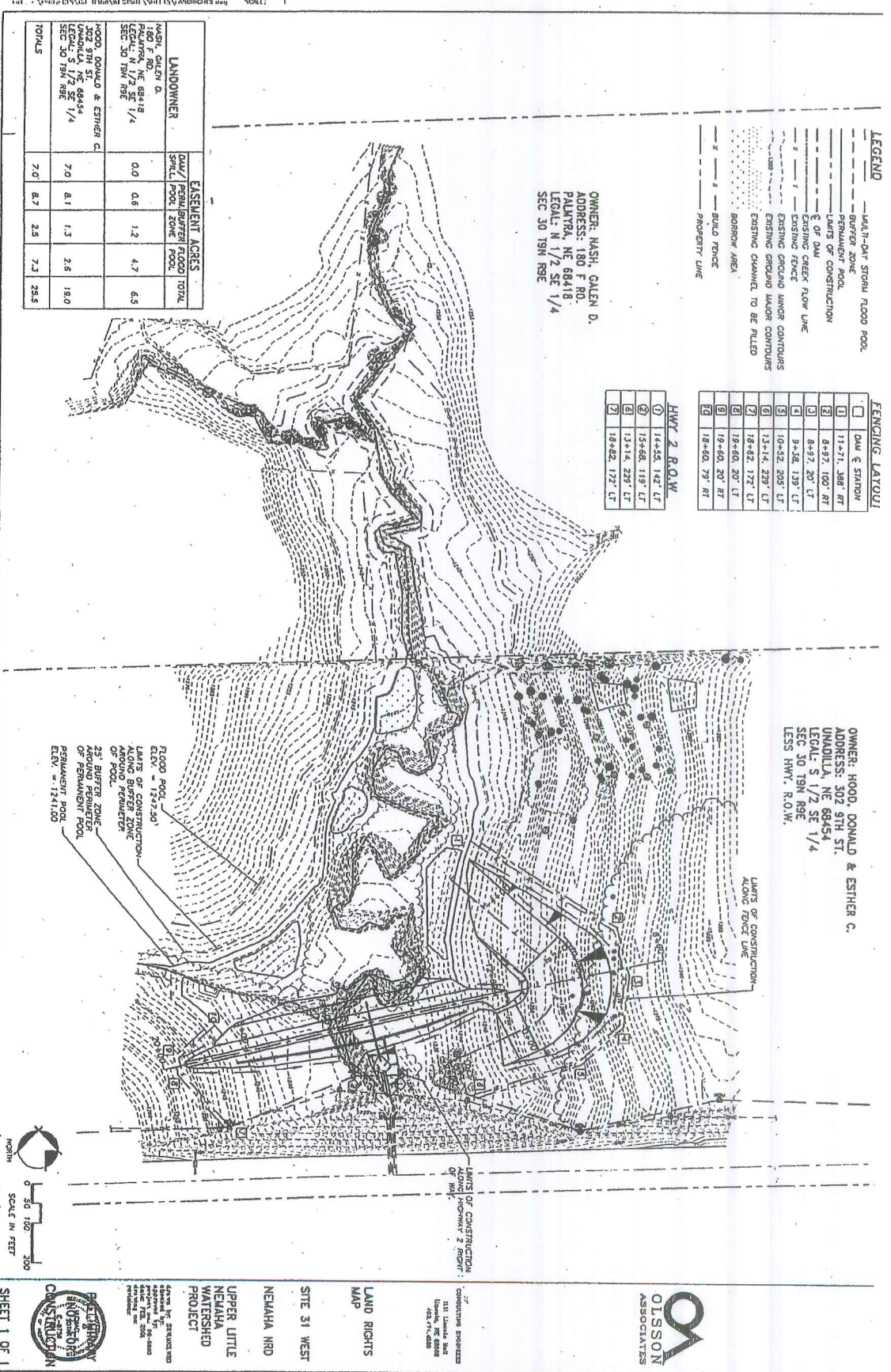

Signature

30 April 01
Date

Exhibit 2

Legal Description: South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section Thirty (30), all in Township Nine (9) North, Range Nine (9) East, of the 6th P.M., Otoe County, below elevation 1247.50 and the dam and spillway as shown on Exhibit 3.

Exhibit 3



- LEGEND**
- MULTI-DAY STORM FLOOD POOL
 - BUFFER ZONE
 - PERMANENT POOL
 - LIMITS OF CONSTRUCTION
 - OF DAM
 - EXISTING CREEK FLOW LINE
 - EXISTING FENCE
 - EXISTING GROUND MAJOR CONTOURS
 - EXISTING CHANNEL TO BE FILLED
 - BORROW AREA
 - BUILD FENCE
 - PROPERTY LINE

OWNER: NASH, GALEN D.
 ADDRESS: 180 F. RD.
 PALMIRA, NE 68418
 LEGAL: N 1/2 SE 1/4
 SEC 30 19N R9E

FENCING LAYOUT

1	DAM & STATION
2	11+71.388' RT
3	8+97.100' RT
4	8+97.20' LT
5	9+36.139' LT
6	10+52.205' LT
7	13+14.229' LT
8	18+82.172' LT
9	19+60.20' RT
10	18+60.79' RT

HWY 2 R.O.W.

1	14+65.142' LT
2	15+68.119' LT
3	13+14.229' LT
4	18+82.172' LT

EASEMENT ACRES

LANDOWNER	DAM/SPILL POOL	BUFFER FLOOD ZONE	PERMANENT POOL	TOTAL
NASH, GALEN D. 180 F. RD. PALMIRA, NE 68418 LEGAL: N 1/2 SE 1/4 SEC 30 19N R9E	0.0	0.6	1.2	4.7
HOOD DONALD & ESTHER C. UNADILLA, NE 68454 LEGAL: S 1/2 SE 1/4 SEC 30 19N R9E	7.0	8.1	1.5	2.6
TOTALS	7.0	8.7	2.5	28.5

OWNER: HOOD DONALD & ESTHER C.
 ADDRESS: 302 9TH ST.
 UNADILLA, NE 68454
 LEGAL: S 1/2 SE 1/4
 SEC 30 19N R9E
 LESS HWY. R.O.W.

HOOD POOL
 ELEV. = 1242.50'
 LIMITS OF CONSTRUCTION
 ALONG BUFFER ZONE
 AROUND PERIMETER
 OF POOL.
 23' BUFFER ZONE
 OF PERMANENT POOL
 ELEV. = 1241.00'

