



LOWER PLATTE SOUTH
natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
 P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: October 10, 2024
To: Water Resources Subcommittee
From: Drew Ratkovec, Projects Coordinator 
Subject: Water Resources Subcommittee Meeting Minutes – October 2024

The Water Resources Subcommittee met on October 9, 2024, at the NRD office, at 5:30 pm to discuss one item and take action on 5 items. Subcommittee members who participated included Susan Seacrest- committee chair, Bob Andersen, Melissa Baker, Deborah Eagan, Gary Hellerich, Luke Petersen, and Larry Ruth. Director Greg Osborn was in attendance. Others participating included NRD Staff Mike Sousek, Dick Ehrman, and Drew Ratkovec. Katie Cameron from ENWRA was also in attendance. Director Seacrest called the meeting to order at 5:29 pm. A quorum was present for the meeting.

A. Eastern Nebraska Water Resources Assessment (ENWRA) Update [Discussion]–

Katie Cameron, ENWRA Projects Coordinator presented an update on the ENWRA website and walked through the AEM data for the district. She gave an update on the water quality and quantity monitoring, ENWRA recharge, ENWRA Archive, test hole drilling, and old AEM projects. The next part of the presentation was to discuss upcoming projects and presentations to showcase information from the website. The Mesonet website has been updated and it is in the NRD LRIP to acquire another weather station. Questions were answered throughout.

B. Consideration of the Joint Funding Agreement between the LPSNRD and USGS [ACTION]–

Cameron discussed that the Joint Funding Agreement for the ENWRA recharge and focus area projects ends October 30, 2024, and must be extended. This is a no-cost modification that extends the agreement to June 30, 2025. The extension's purpose is to complete the final report by USGS.

- Work Type: Water Resources Investigations/Study
- Funding: ENWRA
- Completion: June 30, 2025
- Payers, Players, & Partners: ENWRA, USGS, NRD
- Deliverables: USGS publication and associated online interactive map with high, moderate, and low recharge areas for the top 50 feet as well as focus area boundaries, bedrock, contours, and example visual cross-sections for alluvial, paleochannel, and other identified units/features

It was moved by Eagan, seconded by Ruth, and approved 7-0 by the Subcommittee to recommend that the Board of Directors approve for the General Manager to sign the Joint Funding Agreement on behalf of ENWRA.

C. Consideration of the Annual Streamgauge Operation Agreement with the United States Geologic Survey Division. [ACTION]–

Drew Ratkovec, Projects Coordinator gave background on the annual streamgauge agreement with USGS. 15 of these gages are used to monitor water levels and precipitation and are an important tool for the district's flood alert procedures. The total amount of the agreement is \$174,135 or \$46,920 for USGS and \$127,215 for LPSNRD. Six of the gages are part of the flood warning system with the City of Lincoln reimbursing the LPSNRD 50% through the Stormwater Interlocal Agreement. The new agreement was sent out only days before the last agreement expired, which is why the motion is to ratify the signature. General Manager Sousek needed to sign the new agreement and return it to USGS for them to continue their work.

- Budget: Included in FY 25 Budget
- Funding: NRD/City of Lincoln
- Proposal: \$127,215.00
- Completion: September 30, 2025
- Payers, players, & Partners: NRD, USGS, City of Lincoln
- Deliverables: Operation and maintenance of streamgages

It was moved by Hellerich, seconded by Andersen, and approved 7-0 by the Subcommittee to recommend that the Board of Directors approve to ratify the signature for the Annual Joint Funding Agreement with USGS for the operation of 15 streamgages for \$127,215.00.

D. Consideration of Piening Water Quality Basin Flood Pool Easement-Robotham [ACTION]–

Ratkovec gave a brief update on the coordination of the Piening Water Quality Basin. 2024 precipitation data increased the flood pool for the Piening Water Quality Basin and additional easement area needed to be acquired. David Robotham, a landowner north of the Piening structure has agreed to grant the additional acres for a consideration of \$4,000.00. There would be a total of 0.5 acres of flood pool easement on the property.

- Work Type: Perpetual Easement for Piening Water Quality Basin
- Budget: Included in FY 25 Budget
- Funding: NRD
- Proposal: \$4,000.00
- Start: Upon Board Approval
- Access: No Concerns
- Payers, players, & Partners: NRD, Landowner
- Legal Counsel Review: Yes

It was moved by Andersen, seconded by Peterson, and approved 7-0 by the Subcommittee to recommend that the Board of Directors approve the Piening Flood Control Structure Easement with David Robotham for \$4,000.00, pending Legal Counsel Review.

E. Consideration of Piening Water Quality Basin Flood Pool Easement-Piening [ACTION]–

Ratkovec gave a brief update on the coordination of the Piening Water Quality Basin. Additional easement area is needed for the flood pool as well as what DNR is requiring the LPSNRD to acquire for the construction of the Piening Water Quality Basin. This easement is granted for the purpose of and in connection with the construction, reconstruction, operation, maintenance, repair, and inspection of the flood control structure. Orell and Jane Piening are willing to grant this easement to the LPSNRD for consideration of \$1.00.

- Work Type: Perpetual Easement for Piening Water Quality Basin
- Budget: Included in FY 25 Budget
- Funding: NRD
- Start: Upon Board Approval

- Access: No Concerns
- Payers, players, & Partners: NRD, Orell/Jane Piening
- Legal Counsel Review: Yes

It was moved by Hellerich, seconded by Andersen, and approved 7-0 by the Subcommittee to recommend that the Board of Directors approve the Piening Flood Control Structure Easement with Orell and Jane Piening for \$1.00, pending Legal Counsel Review.

F. Consideration of Piening Water Quality Basin Temporary Construction Easement [ACTION]–

Ratkovec gave a brief update on the coordination of the Piening Water Quality Basin. A temporary construction easement will need to be acquired for the construction, staging, operating, and parking of construction equipment, and the temporary storage of construction materials. Orell and Jane Piening are willing to grant this easement to the LPSNRD for consideration of \$1.00.

- Work Type: Temporary Construction Easement
- Budget: Included in FY 25 Budget
- Funding: NRD
- Start: Upon Board Approval
- Completion: End of FY25/Upon Construction Completion
- Access: No Concerns
- Payers, players, & Partners: NRD, Orell/Jane Piening
- Legal Counsel Review: Yes

It was moved by Baker, seconded by Eagan, and approved 7-0 by the Subcommittee to recommend that the Board of Directors approve the Piening Flood Control Structure Temporary Construction Easement with Orell and Jane Piening for \$1.00, pending Legal Counsel Review.

Updates: Larry Ruth gave an update on the Nebraska Water Conference and directors discussed cover crops, the District's rolling allocation for pumping groundwater, and community engagement. The meeting ended with a discussion about an NRD flood control structure.

The meeting adjourned at 6:26 pm.

Enclosures.

cc: Dave Landis
Corey Wasserburger

Eastern Nebraska Water Resources Assessment (ENWRA) Update to Lower Platte South NRD

Website (enwra.org) Improvements:

- New Interactive Map tab button on top right of home page:
 - Airborne Electromagnetic Survey (AEM) Lines: The survey name listed in each pop-up window for each line segment has a hyperlink to the AEM PDF report deliverable Appendix 1 subsurface profiles. The 2023 and 2018 AEM Flights also have hyperlinked Google Earth line segment names – simplified profiles ~10 mile or less that send you to kmz folders on Dropbox
- New Projects tab has new search box with drop downs for year and category (Water Quantity, Water Quality, Recharge (includes weather station data), Test hole drilling, and AEM projects chronological by year flown: 2023 AEM first, pilot studies last)
- About tab has “Current Events” dropdown tab for showcasing ENWRA and partner hydro geo assessment efforts, geared to the public or the NRD audiences
- All AEM Report Appendix documents posted on Dropbox are searchable PDFs now
- ENWRA Archive database is posted with corresponding PDFs for each county in ENWRA – more prominent than the old website

ENWRA Recharge and Focus Areas Project:

- USGS JFA ends October 30, 2024 – USGS will provide no cost extension through June 30, 2025 to finish out the last of the project – estimated by April 2025 when next status report is due to NeDNR: <https://nrc.nebraska.gov/water-sustainability-fund-status-reports#5312> – approval for general manager on behalf of ENWRA to sign
- Online Interactive Map with high, moderate, low recharge areas for top 50 feet: <https://go.unl.edu/enwra2024map> as well as focus area boundaries, bedrock contours, water contours and example visual cross-sections for alluvial, paleochannel and other identified units/features

New upcoming geophysics related 4 year project - Dr. Jesse Korus' USDA grant:

- Advisory group meeting October 16, 2024
- New towTEM and walkTEM geophysical equipment to fill in or evaluate with AEM
- Relationship between rusty pivots and nitrate concentrations with data gathering and very detailed site investigation examples on select locations

General routine ENWRA topics review and upcoming presentations/activities



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Discipline
Nebraska Water Science Center
5231 South 19th Street
Lincoln, NE 68512-1271

October 2, 2024

Mike Sousek
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68521

Dear Mr. Sousek:

Enclosed is a copy of supplemental Joint Funding Agreement No. 22NRJFA00340 Mod for the ENWRA AEM recharge study. This no-cost modification extends the agreement to June 30, 2025. The purpose of the extension is for completion of the final report. Please sign the agreement and return by email to aflynn@usgs.gov. Work cannot be started until we receive the signed agreement.

Work performed with funds from this agreement will be conducted on a fixed-price basis under the authority of statute 43 USC 36C. Billings will be rendered quarterly. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

Please contact Chris Hobza at 402-326-0113 if you have any questions concerning this agreement.

Sincerely,

Casey Lee, Director
USGS Nebraska Water Science Center

1 Enclosure
USGS UEI No. NJQMLNG5LA5

Agreement No. 22NRJFA00340
Modification No. 001
Customer No. 6000000121
Cost Center GGEMNR0000
Project NR00UMU
TIN 47-0542969

DEPARTMENT OF THE INTERIOR GEOLOGICAL
SURVEY
SUPPLEMENTAL JOINT FUNDING AGREEMENT FOR
WATER RESOURCES INVESTIGATIONS

THE GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, party of the second part, hereby agree to amend the Joint Funding Agreement No. **22NRJFA00340** dated March 1, 2022 as follows:

Paragraph 2(a) is hereby **modified** to read as follows:

- (a) \$74,000 by the party of the first part during the period
March 1, 2022 to June 30, 2025

Paragraph 2(b) is hereby **modified** to read as follows:

- (b) \$151,000 by the party of the second part during the period
March 1, 2022 to June 30, 2025

Billing for this agreement will be rendered **quarterly**. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

Geological Survey
UNITED STATES
DEPARTMENT OF THE INTERIOR

LOWER PLATTE SOUTH NRD

By _____
Casey Lee, Director
Nebraska Water Science Center
Date _____

By _____
Date _____



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nebraska Water Science Center
5231 South 19th Street
Lincoln, NE 68512-1271

September 26, 2024

Mike Sousek
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, NE 68501-3581

Dear Mr. Sousek:

Enclosed is a copy of Joint Funding Agreement No. 25NRJFA00030 for the operation of 15 streamgages as listed in the enclosed summary of proposed funding. The total amount of the agreement is \$174,135 or \$46,920 for the U.S. Geological Survey and \$127,215 for the Lower Platte South Natural Resources District. Funds in the amount of \$27,570 from the Federal Priority Streamgages Program (FPS), which are not included in the above amounts, have been used as a supplement to or in place of Cooperative Matching Funds for several stations. Please sign the agreement and return by email to aflynn@usgs.gov. Work cannot be continued until we receive the signed agreement.

Work performed with funds from this agreement will be conducted under the authority of Statute 43 USC 36C on a fixed-price basis. Billings will be rendered quarterly. If the billing schedule needs to be revised, please contact Amanda Flynn at 402-328-4144 or aflynn@usgs.gov. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

For more information or any questions concerning this agreement, please contact Jason Lambrecht at 402-328-4124.

Sincerely,

**JASON
LAMBRECHT**

Jason Lambrecht, Acting Director
USGS Nebraska Water Science Center

Digitally signed by JASON
LAMBRECHT
Date: 2024.09.26 14:32:17
-05'00'

2 Enclosures
USGS UEI No. NJQMLNG5LA5

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000121
Agreement #: 25NRJFA00030
Project #: NR00GS1
TIN #: 47-0542969

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the operation and computation of records for 15 streamgages**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$46,920 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$127,215 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$27,570

Description of the USGS regional/national program:
Federal Priority Streamgages Program

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website <https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000121
Agreement #: 25NRJFA00030
Project #: NR00GS1
TIN #: 47-0542969

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Lambrecht
Hydrologic Data Section Chief
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4124
Fax: (402) 328-4101
Email: jmlambre@usgs.gov

Customer Technical Point of Contact

Name: Mike Sousek
General Manager
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax:
Email: msousek@lpsnrd.org

USGS Billing Point of Contact

Name: Amanda Flynn
Budget Analyst
Address: 5231 South 19th
Lincoln, NE 68512
Telephone: (402) 328-4144
Fax: (402) 328-4101
Email: aflynn@usgs.gov

Customer Billing Point of Contact

Name: Mike Sousek
General Manager
Address: PO Box 83581
Lincoln, NE 68501
Telephone: (402) 476-2729
Fax:
Email: msousek@lpsnrd.org

U.S. Geological Survey
United States
Department of Interior

Lower Platte South Natural Resources District

Signature
Digitally signed by JASON
LAMBRECHT
Date: 2024.09.26 14:32:53
-05'00'
By JASON LAMBRECHT
Name: Jason Lambrecht
Title: Associate Director

Signatures
By  Date: 27 Sept 24
Name: Michael Sousek
Title: General Manager

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

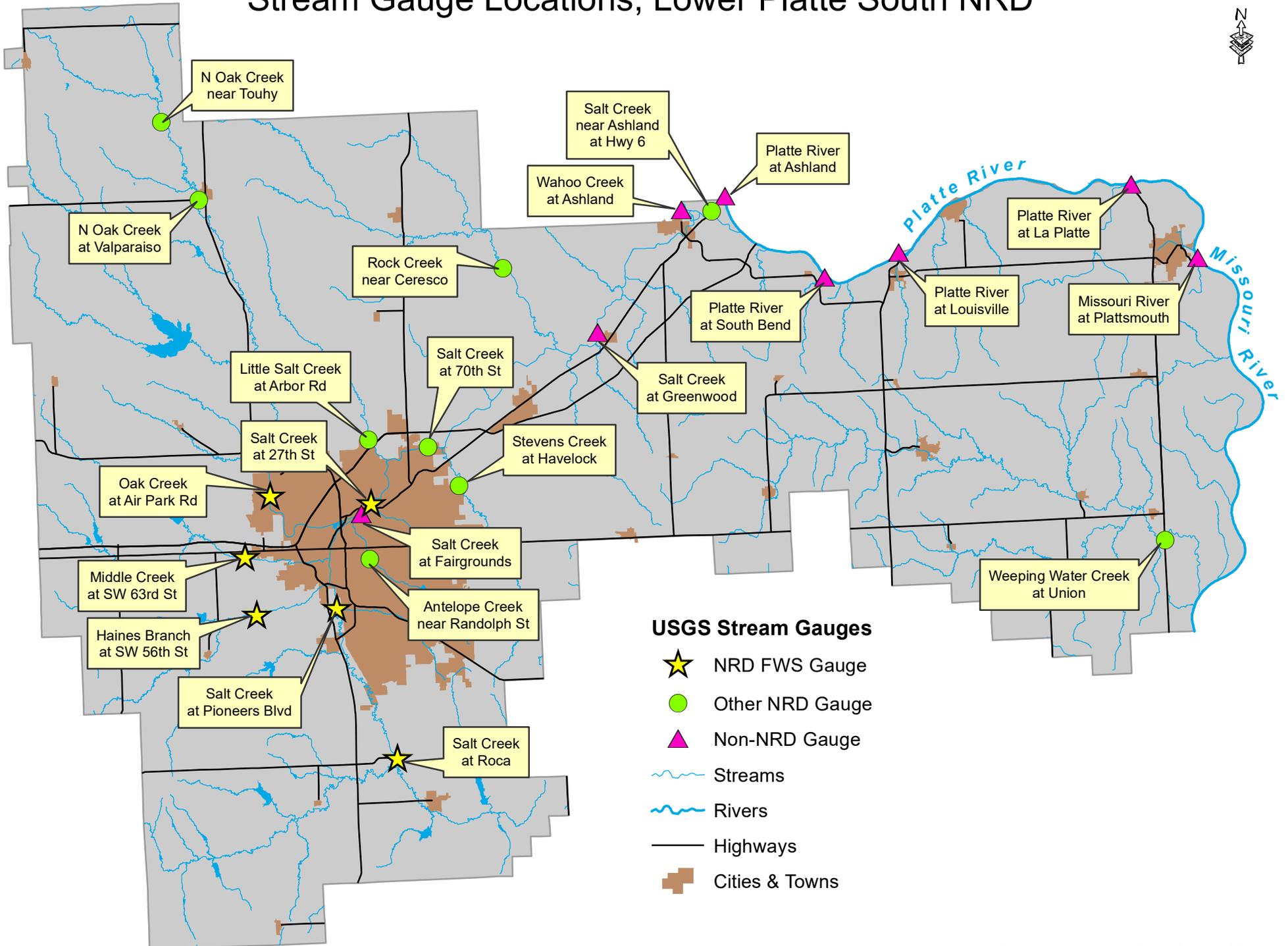
Table 1. Summary of proposed funding for operation of stream gaging stations supported by the Lower Platte South Natural Resources District and other partners for period October 1, 2024 – September 30, 2025.

[CMF, USGS, Cooperative matching funds; LPS NRD, Lower Platte South Natural Resources District; FPS, Federal Priority Streamgauge Program; USACE, U.S. Army Corps of Engineers; USGS, U.S. Geological Survey]

Station Number	Station name	LPS NRD Supported Since	Station funding								Remarks code		
			USGS CMF for LPS NRD	LPS NRD	Subtotal USGS & LPS NRD	USGS CMF for other partners	Lincoln Waste-water System	Lancaster County	USGS FPS	USACE		Total funding	
06803000	Salt Cr at Roca	1995		\$5,145	\$5,145				\$3,165	\$8,250	\$16,560	1,2	
06803080	Salt Cr at Pioneers Blvd	1994	\$6,315	\$10,245	\$16,560						\$16,560	1	
06803093	Haines Br at SW 56th St	1994	\$6,315	\$10,245	\$16,560						\$16,560	1	
06803170	Middle Cr at SW 63rd St	1994	\$6,315	\$10,245	\$16,560						\$16,560	1	
06803300	Antelope Cr at 27th St	2012	\$2,265	\$14,295	\$16,560						\$16,560	1	
06803420	North Oak Cr nr Touhy	2016	\$2,265	\$14,295	\$16,560						\$16,560		
06803430	North Oak Cr at Valparaiso	2016	\$2,265	\$14,295	\$16,560						\$16,560		
06803486	Oak Cr at Air Park Rd	2000	\$6,315	\$10,245	\$16,560						\$16,560	1	
06803500	Salt Cr at Lincoln (27th St)	2005		\$4,900	\$4,900		\$4,870			\$6,440	\$350	\$16,560	1, 2
06803510	Little Salt Cr near Lincoln	1995	\$3,900	\$6,320	\$10,220	\$2,415		\$3,925			\$16,560		
06803513	Salt Cr at 70th St at Lincoln	1994	\$3,165	\$5,105	\$8,270	\$3,160	\$5,130				\$16,560		
06803520	Stevens Cr near Lincoln	1995	\$3,900	\$6,320	\$10,220	\$2,415		\$3,925			\$16,560		
06803530	Rock Cr near Ceresco	1995	\$3,900	\$6,320	\$10,220	\$2,415		\$3,925			\$16,560		
06805000	Salt Cr near Ashland	2012		\$1,450						\$5,410	\$6,860	2,3	
06806500	Weeping Water Cr at Union	1998		\$7,790	\$7,790					\$7,470	\$1,300	\$16,560	2
Funding Partner Totals			\$46,920	\$127,215	\$174,135	\$10,405	\$10,000	\$14,940	\$27,570	\$1,650	\$238,700		

- 1 Flood-warning site with satellite telemetry and WaterAlert notification system
- 2 FPS funds used in place of CMF for match
- 3 Stage-only site

Stream Gauge Locations, Lower Platte South NRD



Map Updated: October 2024 - Lower Platte South NRD, sdr

**EASEMENT
Piening Flood Control Structure**

For and in consideration of Four Thousand Dollars (\$4,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, David Robotham, a single person, of 203 Blackburn Avenue, York, NE 68467 (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" and Exhibit "B" attached hereto and incorporated herein by reference.

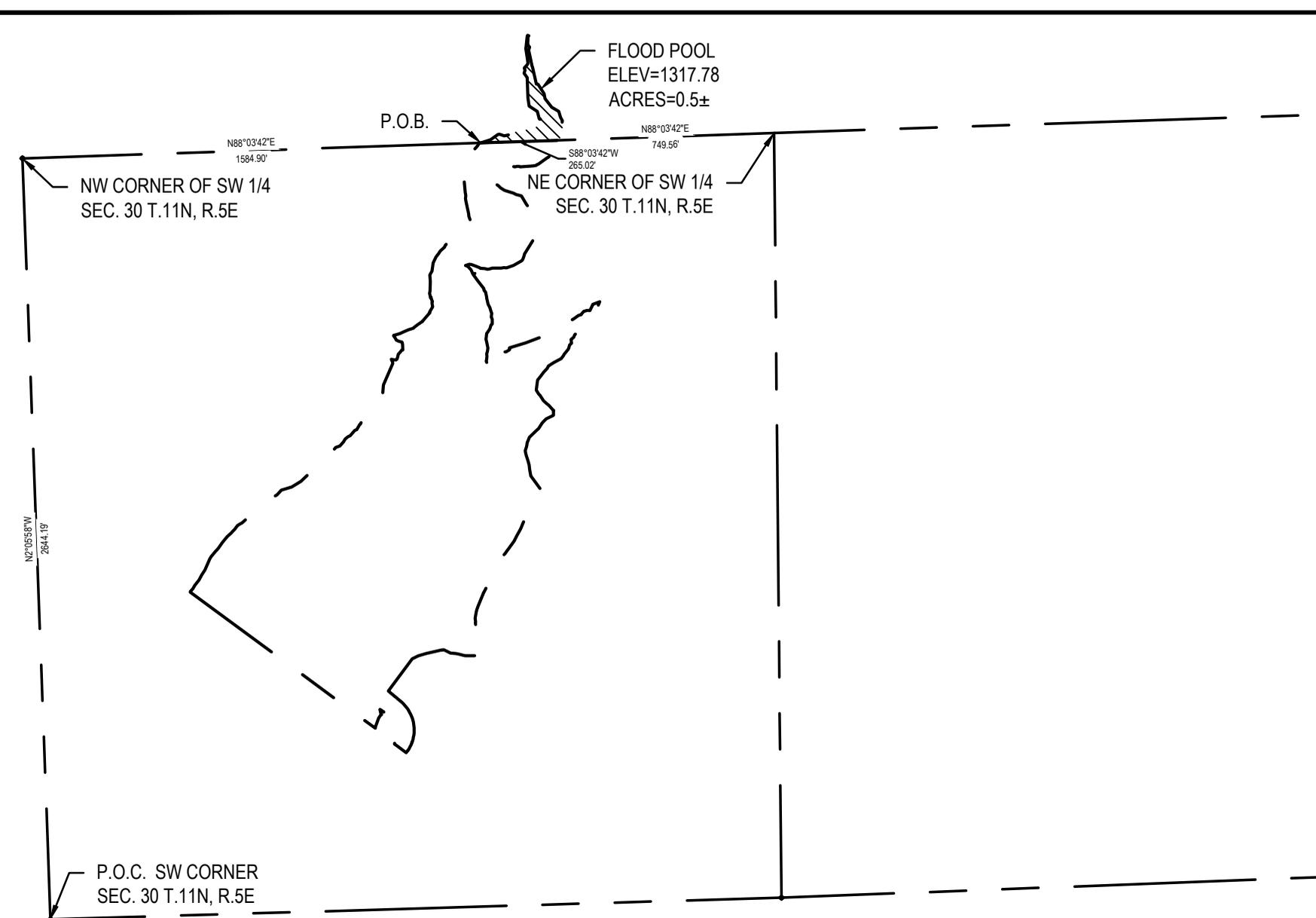
This Easement is granted for the purpose of the flowage of any waters in, over, upon, or through a floodwater retarding structure; and for the temporary detention of any waters or sediment that are impounded, stored or detained by such floodwater retarding structure identified in the plans, specifications and drawings of such structure.

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. Grantor shall not construct, operate, occupy, maintain, or locate any structure, whether temporary or permanent, on the land described and shown in Exhibit "A" and Exhibit "B". This prohibition shall include but not be limited to the construction of a well or a building. In addition, no fill or excavation shall be permitted.
3. Grantor, his heirs, and assigns, reserves the right and privilege to use the land described and shown on Exhibit "A" and Exhibit "B" 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.

4. 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 and shown on Exhibit "A" and Exhibit "B".
5. This Easement shall be binding upon the parties hereto, and their respective heirs, successors and assigns.
6. 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 has good and sufficient legal title to the Property, free and clear from all mortgages, liens, or encumbrances of any kind.
13. Grantor warrants and represents that he 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.

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



FLOOD POOL EASEMENT
 A FLOOD POOL EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA. CONTAINING A TOTAL AREA OF 0.5 ACRES, MORE OR LESS



SCALE 1"=500'

BENCH MARK DESCRIPTION
 Benchmark UE 1881 – 67' N x 27'E of Intersection Northeast Corner of NW 126th Street Chiseled Square on Center of Concrete Headwall Elev: 1372.87

P:\09020001\CAD\Civil\ESMT-EXHIBIT_D.dwg
 10/7/2024 7:59:14 AM Krock, Derik

PROJECT: PIENING DAM, LOWER PLATTE SO. NRD
 LANCASTER COUNTY, NEBRASKA
 PROJECT NO: 09020.001



DRAWN:	DJK
DATE:	10/07/24
CHKD:	MJS
DATE:	10/07/24

FLOOD POOL EASEMENT

EXHIBIT A

EXHIBIT "B"

LEGAL DESCRIPTION

FLOOD POOL EASEMENT

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30, ON AN ASSUMED BEARING OF NORTH 2 DEGREES 5 MINUTES AND 58 SECONDS WEST, A DISTANCE OF 2644.19 FEET, MORE OR LESS; THENCE NORTH 88 DEGREES 3 MINUTES 42 SECONDS EAST, A DISTANCE OF 1584.90 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1317.78 FEET (NAVD88), SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE, ALONG SAID ELEVATION IN A SUBSTANTIALLY NORTHERLY AND THEN SOUTHERLY CLOCKWISE DIRECTION, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SAID POINT BEING LOCATED NORTH 88 DEGREES 3 MINUTES 42 SECONDS EAST, A DISTANCE OF 749.56 FEET, MORE OR LESS, OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION; THENCE, SOUTH 88 DEGREES 3 MINUTES 42 SECONDS WEST, A DISTANCE OF 265.02 FEET, MORE OR LESS

SAID TRACT CONTAINS A CALCULATED AREA OF 0.5 ACRES, MORE OR LESS.

EASEMENT
Piening Flood Control Structure

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Orell R. and Jane C. Piening, husband and wife, of 9100 W. US Highway 34, Malcolm, NE 68402-9794 (hereinafter the "Grantors"), do 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" and Exhibit "B" attached hereto and incorporated herein by 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, to include a site where suitable borrow materials can be obtained; 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 or sediment that are impounded, stored or detained by such floodwater retarding structure identified in the plans, specifications and drawings of such structure.

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 Grantors 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 and shown in Exhibit "A" and Exhibit "B" and any other land of the Grantors adjoining such land.
3. Grantors shall not construct, operate, occupy, maintain, or locate any structure, whether temporary or permanent, on the land described and shown in Exhibit "A" and Exhibit "B". This prohibition shall include but not be limited to the

construction of a well or a building. In addition, no fill or excavation shall be permitted.

4. Grantee, its successors and assigns, shall have the right to fence the area containing the dam structure as shown and illustrated on Exhibit "A" and Exhibit "B". The fence shall consist of wood and metal posts and four-strand barbed wire.
5. Grantors, their heirs, and assigns, reserve the right and privilege to use the land described and shown on Exhibit "A" and Exhibit "B" 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.
6. Grantee will secure the necessary storage permit from the Nebraska Department of Natural Resources for the storage of water in and upon the easement area.
7. 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 and shown on Exhibit "A" and Exhibit "B".
8. 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. This Easement shall be binding upon the parties hereto, and their respective heirs, successors and assigns.
8. Grantors shall be solely responsible for payment of all taxes and assessments levied against the Property.
9. Grantors acknowledge 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 Grantors 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. Grantors warrant and represent that they have good and sufficient legal title to the Property, free and clear from all mortgages, liens, or encumbrances of any kind.
13. Grantors warrants and represents that they, have 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.

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

IN WITNESS WHEREOF, the Grantors have executed this instrument on the _____ day of _____, 2024.

By: _____
Orell R. Piening

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a notary public in and for said County and State, personally came Orell R. Piening, to me personally known to be the identical person whose name is affixed to the above Easement and acknowledges the execution of the same to be his voluntary act.

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

Notary Public

My Commission expires: _____.

By: _____
Jane C. Piening

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

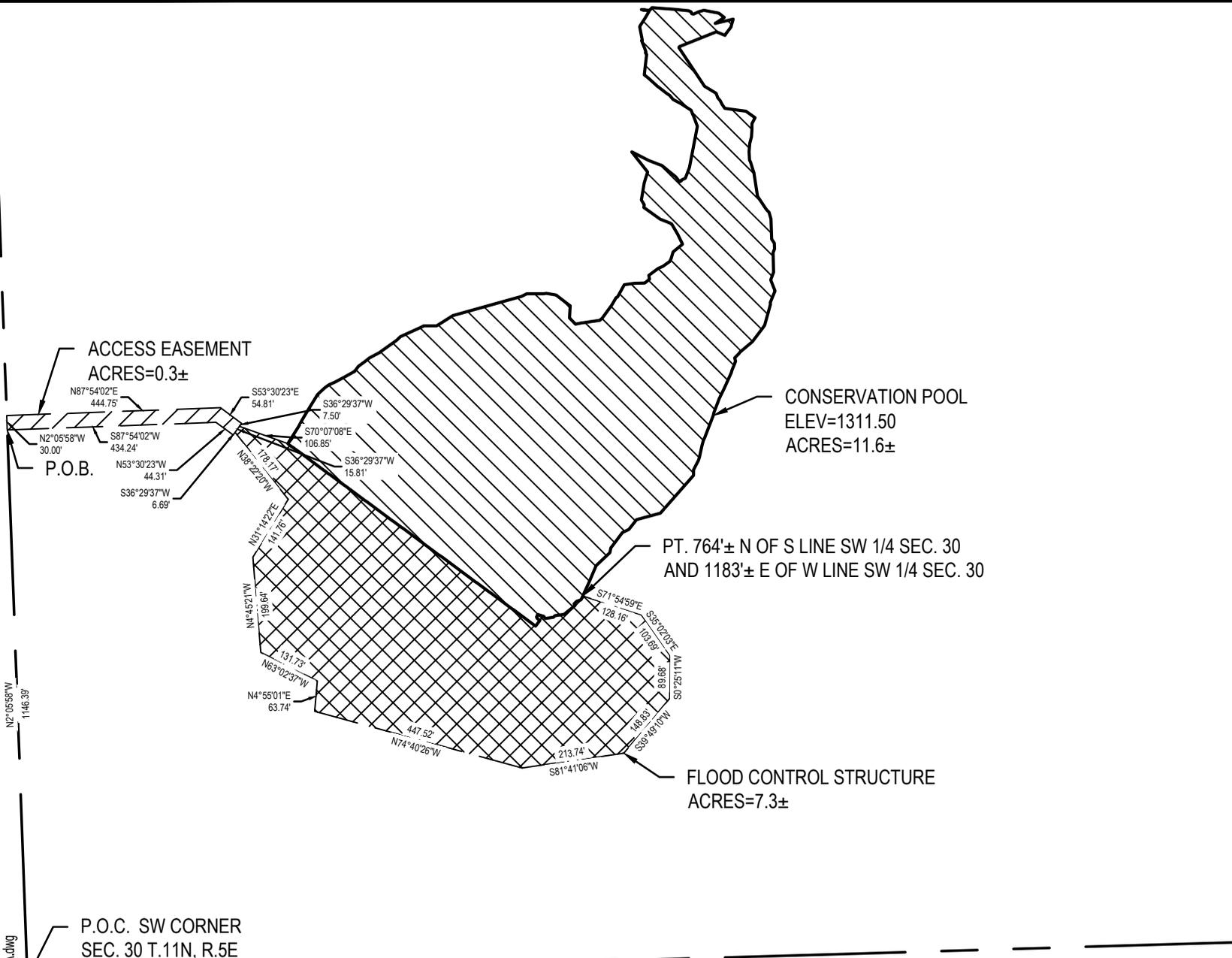
On this _____ day of _____, 2024, before me, a notary public in and for said County and State, personally came Jane C. Piening, to me personally known to be the identical person whose name is affixed to the above Easement and acknowledges the execution of the same to be her voluntary act.

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

Notary Public

My Commission expires: _____.

ACCESS, CONSERVATION POOL AND STRUCTURE EASEMENT
 AN ACCESS, CONSERVATION POOL AND STRUCTURE
 EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF
 SECTION 30, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE
 6TH P.M., LANCASTER COUNTY, NEBRASKA. CONTAINING A
 TOTAL AREA OF 19.2 ACRES, MORE OR LESS



SCALE 1"=300'

BENCH MARK DESCRIPTION
 Benchmark UE 1881 – 67' N x 27'E of
 Intersection Northeast Corner of NW 126th Street
 Chiseled Square on Center of Concrete Headwall
 Elev: 1372.87

P:\09020001\CAD\Civil\ESMT-EXHIBIT_A.dwg
 10/7/2024 7:57:49 AM Krock, Derek

PROJECT: PIENING DAM, LOWER PLATTE SO. NRD
 LANCASTER COUNTY, NEBRASKA
 PROJECT NO: 09020.001



DRAWN:	DJK
DATE:	10/07/24
CHKD:	MJS
DATE:	10/07/24

ACCESS, CONSERVATION POOL AND STRUCTURE EASEMENT

EXHIBIT "A--2 of 2"

LEGAL DESCRIPTION

ACCESS, CONSERVATION POOL AND STRUCTURE EASEMENT

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30, ON AN ASSUMED BEARING OF NORTH 2 DEGREES 5 MINUTES AND 58 SECONDS WEST, A DISTANCE OF 1146.39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE, CONTINUING, NORTH ON THE WEST LINE OF SAID SECTION 30, NORTH 2 DEGREES 5 MINUTES AND 58 SECONDS WEST, A DISTANCE OF 30 FEET, MORE OR LESS; THENCE NORTH 87 DEGREES 54 MINUTES 2 SECONDS EAST, A DISTANCE OF 444.75 FEET, MORE OR LESS; THENCE SOUTH 53 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 54.81 FEET, MORE OR LESS; THENCE, SOUTH 36 DEGREES 29 MINUTES 37 SECONDS WEST, A DISTANCE OF 7.50 FEET, MORE OR LESS; THENCE, SOUTH 70 DEGREES 7 MINUTES 8 SECONDS EAST, A DISTANCE OF 106.85 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1311.50 FEET (NAVD88), SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE, ALONG SAID ELEVATION IN A SUBSTANTIALLY NORTHERLY THEN SOUTHERLY CLOCKWISE DIRECTION TO A POINT 764 FEET, MORE OR LESS, NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 AND 1183 FEET, MORE OR LESS, EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE, SOUTH 71 DEGREES 54 MINUTES 59 SECONDS EAST, A DISTANCE OF 128.16 FEET, MORE OR LESS; THENCE SOUTH 35 DEGREES 2 MINUTES 3 SECONDS EAST, A DISTANCE OF 103.69 FEET, MORE OR LESS; THENCE, SOUTH 0 DEGREES 25 MINUTES 11 SECONDS WEST, A DISTANCE OF 89.68 FEET, MORE OR LESS; THENCE, SOUTH 39 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 148.83 FEET, MORE OR LESS; THENCE, SOUTH 81 DEGREES 41 MINUTES 6 SECONDS WEST, A DISTANCE OF 213.74 FEET, MORE OR LESS; THENCE, NORTH 74 DEGREES 40 MINUTES 26 SECONDS WEST, A DISTANCE OF 447.52 FEET, MORE OR LESS; THENCE, NORTH 4 DEGREES 55 MINUTES 1 SECOND EAST, A DISTANCE OF 63.74 FEET, MORE OR LESS; THENCE, NORTH 63 DEGREES 2 MINUTES 37 SECONDS WEST, A DISTANCE OF 131.73 FEET, MORE OR LESS; THENCE, NORTH 4 DEGREES 45 MINUTES 21 SECONDS WEST, A DISTANCE OF 199.64 FEET, MORE OR LESS; THENCE, NORTH 31 DEGREES 14 MINUTES 22 SECONDS EAST, A DISTANCE OF 141.76 FEET, MORE OR LESS; THENCE, NORTH 38 DEGREES 22 MINUTES 20 SECONDS WEST, A DISTANCE OF 178.17 FEET, MORE OR LESS; THENCE, SOUTH 36 DEGREES 29 MINUTES 37 SECONDS WEST, A DISTANCE OF 6.69 FEET, MORE OR LESS; THENCE, NORTH 53 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 44.31 FEET, MORE OR LESS; THENCE, SOUTH 87 DEGREES 54 MINUTES 2 SECONDS WEST, A DISTANCE OF 434.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 19.2 ACRES, MORE OR LESS.

NW CORNER OF SW 1/4
SEC. 30 T.11N, R.5E

NE CORNER OF SW 1/4
SEC. 30 T.11N, R.5E

FLOOD POOL
ELEV=1317.78
ACRES=24.9±

P.O.B.

N87°54'02"E
524.23'

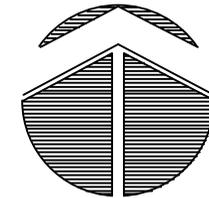
N88°03'42"E
265.02'

1118.18'
N2°05'58"W

P.O.C. SW CORNER
SEC. 30 T.11N, R.5E

FLOOD POOL EASEMENT

A FLOOD POOL EASEMENT LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 5
EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA.
CONTAINING A TOTAL AREA OF 24.9 ACRES, MORE OR LESS



NORTH

SCALE 1"=400'

BENCH MARK DESCRIPTION

Benchmark UE 1881 - 67' N x 27'E of
Intersection Northeast Corner of NW 126th Street
Chiseled Square on Center of Concrete Headwall
Elev: 1372.87

PROJECT: PIENING DAM, LOWER PLATTE SO. NRD
LANCASTER COUNTY, NEBRASKA
PROJECT NO: 09020.001

SCHEMMER
Design with Purpose. Build with Confidence.

DRAWN: DJK
DATE: 10/07/24
CHKD: MJS
DATE: 10/07/24

FLOOD POOL EASEMENT

EXHIBIT B - 1 of 2

EXHIBIT "B—2 of 2"

LEGAL DESCRIPTION

FLOOD POOL EASEMENT

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30, ON AN ASSUMED BEARING OF NORTH 2 DEGREES 5 MINUTES AND 58 SECONDS WEST, A DISTANCE OF 1118.18 FEET, MORE OR LESS; THENCE NORTH 87 DEGREES 54 MINUTES 2 SECONDS EAST, A DISTANCE OF 524.23 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1317.78 FEET (NAVD88), SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION, TO A POINT ON THE SOUTHWEST QUARTER LINE OF SAID SECTION 30; THENCE NORTH 88 DEGREES 3 MINUTES 42 SECONDS EAST, A DISTANCE OF 265.02 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE FOLLOWING AN ELEVATION OF 1317.78 FEET (NAVD88); THENCE ALONG SAID ELEVATION IN A SUBSTANTIALLY CLOCKWISE DIRECTION TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 24.9 ACRES, MORE OR LESS.

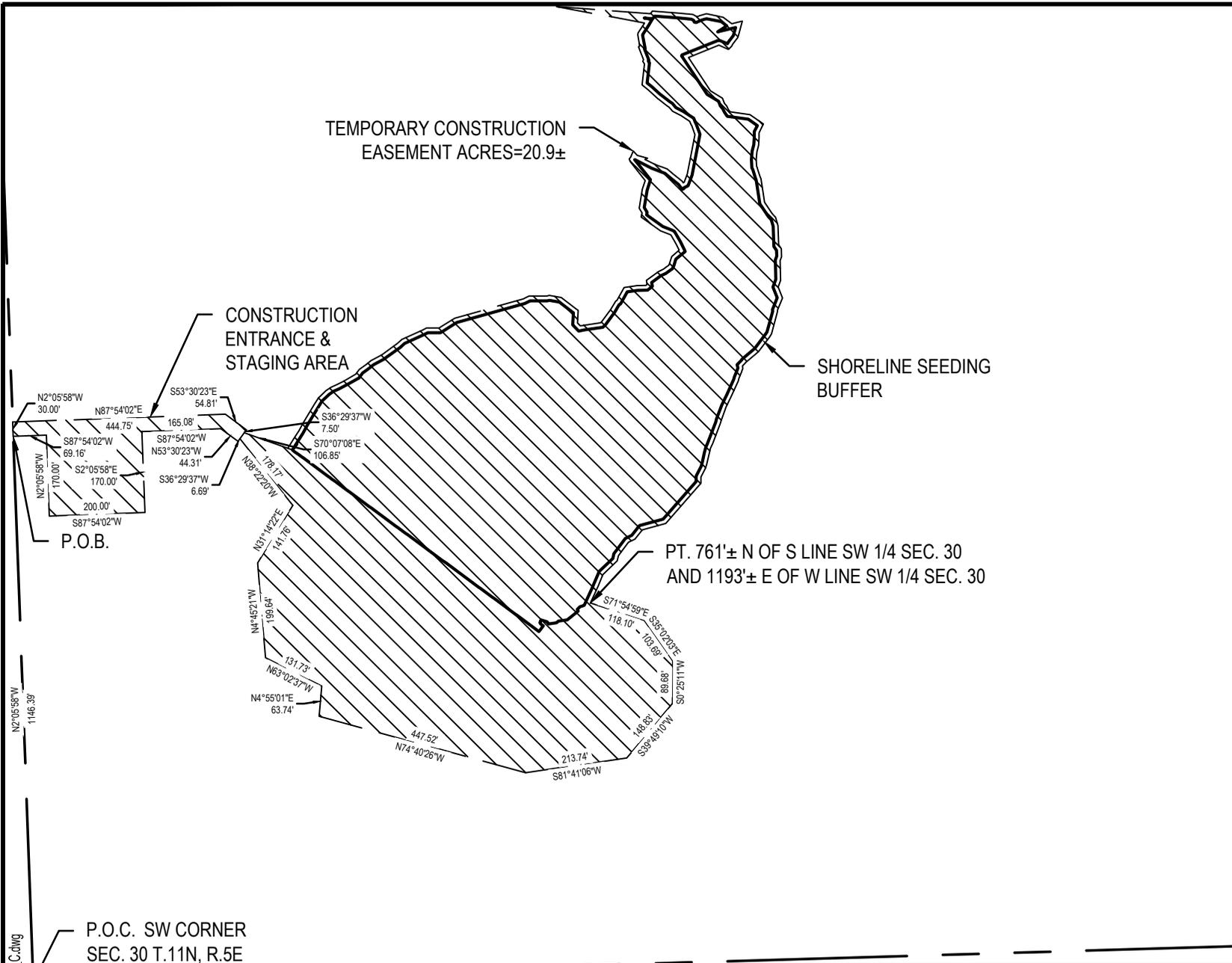
TEMPORARY CONSTRUCTION EASEMENT
Piening Flood Control Structure

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Orell R. and Jane C. Piening, husband and wife, of 9100 W. US Highway 34, Malcolm, NE 68402-9794 (hereinafter the "Grantors"), do hereby grant a temporary construction easement 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"), including its agents and employees, in connection with a floodwater retarding structure identified as the Piening Flood Control Structure, to enter upon and have access to the Southwest Quarter of Section 30, Township 11 North, Range 5 East of the 6th P.M., Lancaster County Nebraska, owned by Grantors. Said temporary construction easement is for the express purpose of construction work, including the staging, operating and parking of construction equipment, and the temporary storage of construction materials. Grantee, including its agents and employees, shall have the right to access the areas described and shown in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

The grant of this temporary construction easement shall terminate thirty (30) days after the filing of the Notice of Completion of Construction or one year from the effective date of this agreement, whichever occurs first.

Upon termination, Grantee will return the property as nearly as practicable to its original condition, taking into consideration the nature of the work having been performed.

(Remainder of the page is blank. Signatures to follow on the next page.)



TEMPORARY CONSTRUCTION EASEMENT
 A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE
 SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH,
 RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA.
 CONTAINING A TOTAL AREA OF 20.9 ACRES, MORE OR LESS



SCALE 1"=300'

BENCH MARK DESCRIPTION
 Benchmark UE 1881 – 67' N x 27'E of
 Intersection Northeast Corner of NW 126th Street
 Chiseled Square on Center of Concrete Headwall
 Elev: 1372.87

P:\09020001\CAD\Civil\ESMT-EXHIBIT_C.dwg
 10/7/2024 7:58:47 AM Krock, Derek

PROJECT: PIENING DAM, LOWER PLATTE SO. NRD LANCASTER COUNTY, NEBRASKA PROJECT NO: 09020.001	
SCHEMMER <i>Design with Purpose. Build with Confidence.</i>	DRAWN: DJK
	DATE: 10/07/24
	CHKD: MJS
	DATE: 10/07/24

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT A

EXHIBIT "B"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30, ON AN ASSUMED BEARING OF NORTH 2 DEGREES 5 MINUTES AND 58 SECONDS WEST, A DISTANCE OF 1146.39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE, CONTINUING, NORTH ON THE WEST LINE OF SAID SECTION 30, NORTH 2 DEGREES 5 MINUTES AND 58 SECONDS WEST, A DISTANCE OF 30.00 FEET, MORE OR LESS; THENCE NORTH 87 DEGREES 54 MINUTES 2 SECONDS EAST, A DISTANCE OF 444.75 FEET, MORE OR LESS; THENCE SOUTH 53 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 54.81 FEET, MORE OR LESS; THENCE, SOUTH 36 DEGREES 29 MINUTES 37 SECONDS WEST, A DISTANCE OF 7.50 FEET, MORE OR LESS; THENCE, SOUTH 70 DEGREES 7 MINUTES 8 SECONDS EAST, A DISTANCE OF 106.85 FEET, MORE OR LESS TO A POINT ON THE TEMPORARY CONSTRUCTION EASEMENT; THENCE, ALONG A LINE IN A SUBSTANTIALLY NORTHERLY THEN SOUTHERLY CLOCKWISE DIRECTION TO A POINT 761 FEET, MORE OR LESS, NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 AND 1193 FEET, MORE OR LESS, EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE, SOUTH 71 DEGREES 54 MINUTES 59 SECONDS EAST, A DISTANCE OF 118.10 FEET, MORE OR LESS; THENCE SOUTH 35 DEGREES 2 MINUTES 3 SECONDS EAST, A DISTANCE OF 103.69 FEET, MORE OR LESS; THENCE, SOUTH 0 DEGREES 25 MINUTES 11 SECONDS WEST, A DISTANCE OF 89.68 FEET, MORE OR LESS; THENCE, SOUTH 39 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 148.83 FEET, MORE OR LESS; THENCE, SOUTH 81 DEGREES 41 MINUTES 6 SECONDS WEST, A DISTANCE OF 213.74 FEET, MORE OR LESS; THENCE, NORTH 74 DEGREES 40 MINUTES 26 SECONDS WEST, A DISTANCE OF 447.52 FEET, MORE OR LESS; THENCE, NORTH 4 DEGREES 55 MINUTES 1 SECOND EAST, A DISTANCE OF 63.74 FEET, MORE OR LESS; THENCE, NORTH 63 DEGREES 2 MINUTES 37 SECONDS WEST, A DISTANCE OF 131.73 FEET, MORE OR LESS; THENCE, NORTH 4 DEGREES 45 MINUTES 21 SECONDS WEST, A DISTANCE OF 199.64 FEET, MORE OR LESS; THENCE, NORTH 31 DEGREES 14 MINUTES 22 SECONDS EAST, A DISTANCE OF 141.76 FEET, MORE OR LESS; THENCE, NORTH 38 DEGREES 22 MINUTES 20 SECONDS WEST, A DISTANCE OF 178.17 FEET, MORE OR LESS; THENCE, SOUTH 36 DEGREES 29 MINUTES 37 SECONDS WEST, A DISTANCE OF 6.69 FEET, MORE OR LESS; THENCE, NORTH 53 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 44.31 FEET, MORE OR LESS; THENCE, SOUTH 87 DEGREES 54 MINUTES 2 SECONDS WEST, A DISTANCE OF 165.08 FEET, MORE OR LESS; THENCE SOUTH 2 DEGREES 5 MINUTES 58 SECONDS, A DISTANCE OF 170.00 FEET, MORE OR LESS; THENCE SOUTH 87 DEGREES 54 MINUTES 2 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 2 DEGREES 5 MINUTES 58 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 2 SECONDS WEST, A DISTANCE OF 69.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 20.9 ACRES, MORE OR LESS.