EXHIBIT

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MITIGATION MODEL DEED RESTRICTION

In reference to the property or properties ("Property") conveyed by the Deed between Robert D. Adkins, Sr. and Betty Jean Adkins, husband and wife, and Robert D. Adkins & Sons, an Iowa Partnership, participating in the federally-assisted acquisition project ("the Grantor") and the City of Council Bluffs, Iowa, ("the Grantee"), its successors and assigns:

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement, dated June 6, 2008 and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Council Bluffs, Iowa, City of Council Bluffs participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Council Bluffs, acting by and through the City Council, has applied for and been awarded federal funds pursuant to an agreement with Iowa dated August 25, 2012 ("State-Local Agreement") and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not

available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the property other than:

(1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(2) A public restroom; or

(3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. **Monitoring and Reporting.** Every three years on December 31st the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to the FEMA Regional Administrator report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. **Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Robert D. Adkins Sr.	Robert D.Adkins, Sr.	2-21-2014
Grantor's Signature	Name (printed or typed)	Date
Betty Jean Adkins	Betty Jean Adkins	2-21-2014
Grantor's Signature	Name (printed or typed)	Date
Robert D. Adkins Sr. - P.F.R.	Robert D. Adkins, Sr., Partner	2-21-2014
Grantee's Signature	Name & Title (printed or typed)	Date
Matthew J. Walsh	Matthew J. Walsh, Mayor	2/26/2014
Grantee's Signature	Name & Title (printed or typed)	Date
Marcia L. Worden	Marcia L. Worden, City Clerk	2/26/2014
Grantee's Signature	Name & Title (printed or typed)	Date

State of Iowa

County of Pottawattamie

Signed and sworn to (or affirmed) before me on the 26th day of ~~April~~ February, 2014 by Matthew J. Walsh, Mayor of the City of Council Bluffs, Iowa.

LORA L. FLOM
Commission Number 220824
MY COMMISSION EXPIRES
2-5-17

Notary Public

State of Iowa

County of Pottawattamie

Signed and sworn to (or affirmed) before me on the 26th day of ~~April,~~ February 2014 by Marcia L. Worden, City Clerk of the City of Council Bluffs, Iowa.

LORA L. FLOM
Commission Number 220824
MY COMMISSION EXPIRES
2-5-17

Notary Public

State of Iowa

County of Pottawattamie

Signed and sworn to (or affirmed) before me on the 21 day of ~~March~~ February, 2014 by Robert D. Adkins, Sr. and Betty Jean Adkins, husband and wife.

DIANN OWENS
COMMISSION NO. 763786
Iowa
MY COMM. EXPIRES 07/08/2016
NOTARIAL SEAL

Notary Public

State of Iowa

County of Pottawattamie

Signed and sworn to (or affirmed) before me on the 21 day of ~~March~~ February, 2014 by Robert D. Adkins, Sr., Partner of Robert D. Adkins & Sons, an Iowa Partnership.

DIANN OWENS
COMMISSION NO. 763786
Iowa
MY COMM. EXPIRES 07/08/2016
NOTARIAL SEAL

Notary Public

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