

Agenda Item: 7.

MEMORANDUM

TO: Programs, Projects & Operations Subcommittee

FROM: Amanda Grint, Water Resources Engineer

SUBJECT: Proposed Easements to SID 312 and Sarpy County for Lincoln Road Improvements

DATE: December 7, 2017

In the vicinity of 108th and Lincoln Road, the District purchased Tracts 4 and 5 for the WP7 flood control reservoir and the District also operates a grade stabilization structure, S-21, on the 108th Street. Due to increased development in the area, Sarpy County along with three SIDs and Papillion-LaVista schools have entered in to an interlocal agreement to construct an extension of Lincoln Road from 110th Street to Wittmus Drive. The proposed Lincoln Road affects the S-21, grade stabilization structure by placing fill in the flood pool of the structure. The Lincoln Road project also requires permanent drainage easements from the District on Tracts 4 and 5 of the WP7 project. See attached letter from the design team along with a Lincoln Road Mitigation Plan and Lincoln Road ROW Plan. The Lincoln Road project intends to offset the loss of flood pool within the S-21 basin and requests three easements over the property owned by the District.

The necessary easements for the Lincoln Road project are:

- A temporary grading easement granted to Sarpy County for District property impacted by grading of Lincoln Road, 108th Street realignment and mitigation for S-21.
- A permanent storm sewer and drainage easement granted to Sarpy County for the extension of the twin box culvert under Lincoln Road.
- A permanent storm sewer and drainage easement granted to SID 312 (Granite Falls North) for outfall pipe.

Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Temporary Construction Easement to Sarpy County, Permanent Storm Sewer and Drainage Easement to Sarpy County and Permanent Storm Sewer and Drainage Easement to SID 312 for the Lincoln Road Improvements, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

December 6, 2017

Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138

Attn: Mr. John Winkler

RE: Lincoln Road Improvements, 110th Street to Wittmus Drive
Papillion, Sarpy County, Nebraska
E&A Project No. P2013.604.001

Dear Mr. Winkler:

E & A Consulting Group, Inc. has been retained by SID 300 (Granite Falls) to design a new section of Lincoln Road from 110th Street to Wittmus Drive. There is an interlocal agreement in place for this between Sarpy County, Papillion-La Vista Schools, and 3 SIDs (Granite Falls, Granite Falls North, and Granite Lake) for the funding of the project. The project is in public right-of-way along the south side of NRD property set aside for the WP-7 regional detention basin. The project also impacts the flood pool for the Papio PL-566 S-21 road structure, 108th Street, maintained by the NRD.

The roadway embankment for Lincoln Road will place approximately 3800 CY of fill within the flood pool of S-21, which is the area below top of dam elevation 1074. It is proposed to mitigate this fill by overexcavating approximately 4000 CY of dirt from NRD property immediately north of Lincoln Road. An exhibit, "Fill Mitigation Plan" is enclosed showing the proposed Lincoln Road, S-21 pool elevation of 1074, fill areas, and proposed overexcavation area.

Three easements are being requested from the NRD related to the project:

- 1) A temporary grading easement to Sarpy County for the Lincoln Road construction, overexcavation area and 108th Street realignment.
- 2) A permanent easement granted to Sarpy County for construction and maintenance of the twin 8' x 9' box culvert structure and its rip-rap apron to be constructed under the proposed Lincoln roadway.
- 3) A permanent easement granted to SID 312 (Granite Falls North) for construction and maintenance of the extension of a 48" pipe and its rip-rap apron required for the stormwater outlet pipe.

A copy of the right-of-way plan for the Lincoln Road project is enclosed as well as all three easement documents for your signature.

Please do not hesitate to contact me with any comments or questions on the proposed plan.

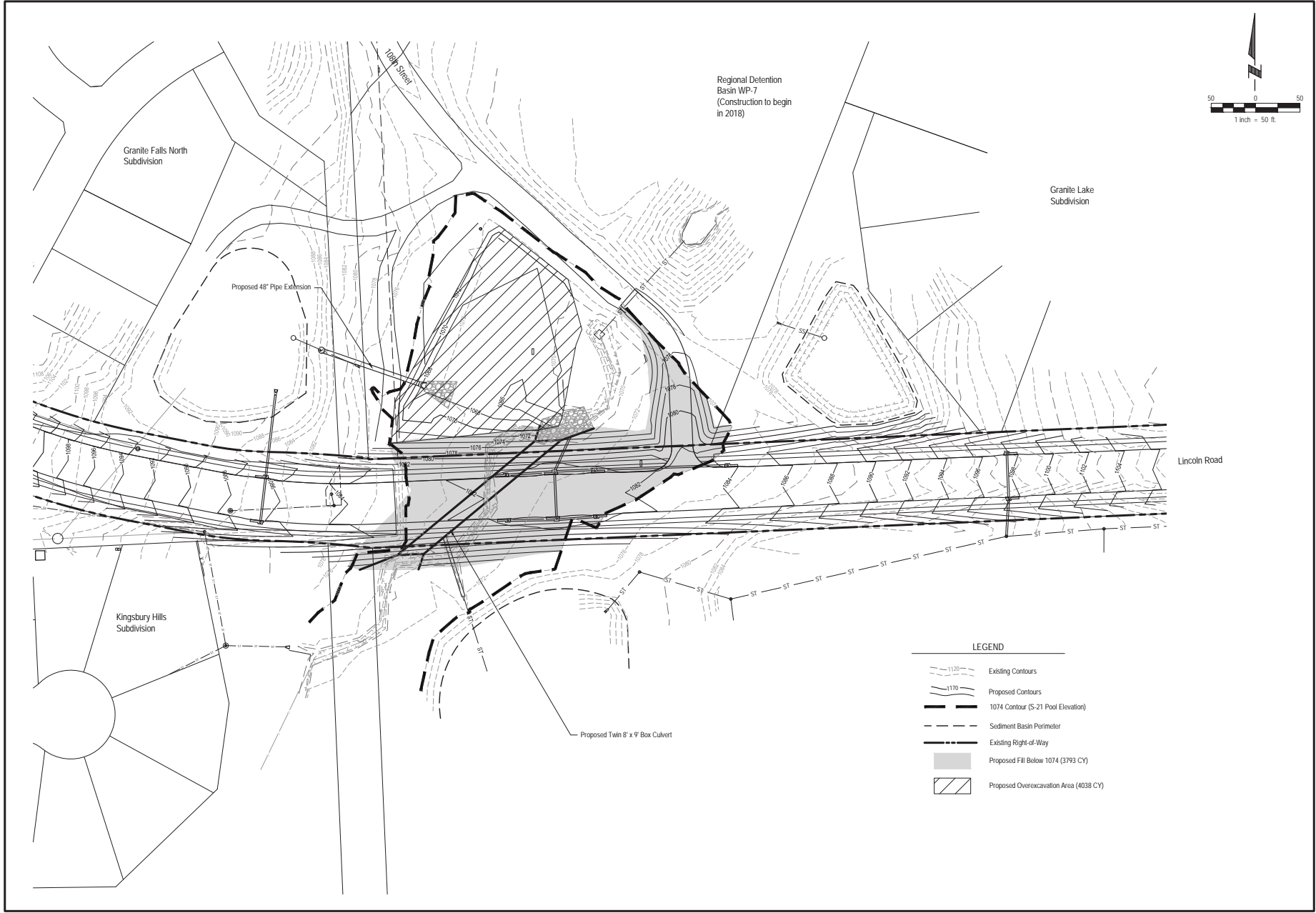
Sincerely,
E & A Consulting Group, Inc.



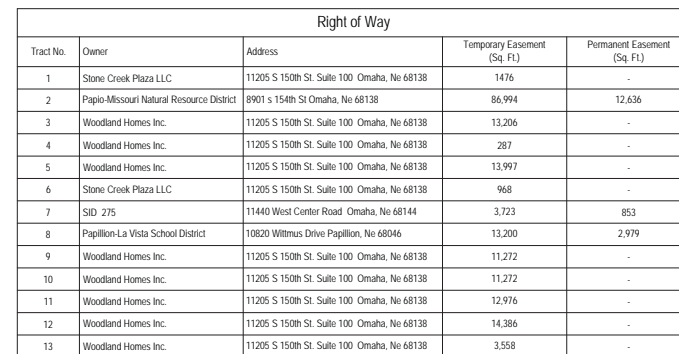
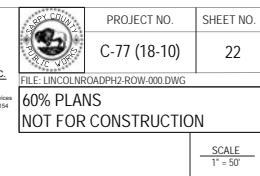
Doug Walter, P.E.
Project Manager

Cc: Pat Dowse, Sarpy County

Enclosed: Fill Mitigation Plan, Lincoln Road Right-of-Way Plan, 3 Easement Documents



E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10000 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.1700 • Fax: 402.895.2699 www.eag.com	
E & A CONSULTING GROUP, INC. Engineering Answers	
LINCOLN ROAD 110TH STREET TO WITTENUS DRIVE C-77(18-10) SAMPSON COUNTY, NEBRASKA	
FILL MITIGATION PLAN	
Project No.: 20131-245-001 Date: 11/30/2017	Revisions Description Date 1 11/30/2017
Designed By: DSW Drawn By: CMB Scale: 1" = 50' Sheet: 1 of 1	Checked By: [Blank] Date: [Blank]



RIGHT OF WAY

TEMPORARY CONSTRUCTION EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, and its successors and assigns ("Grantor"), for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto COUNTY OF SARPY NEBRASKA and its successors and assigns ("Grantee"), a Temporary Construction Easement for the right to survey, grade, shape, excavate, inspect, construct and operate equipment for the installation of roadway, electrical, water, sewer and drainage utilities, and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit "A", attached and incorporated herein (collectively the "Easement Area").

TO HAVE AND TO HOLD, the Grantor and Grantee agree as follows:

1. The Grantee, its engineers, contractors, and agents shall have the full right and authority of ingress and egress at all times during the term of this temporary easement upon the Easement Area in order to perform any of the acts and functions described within the purposes and scope of this easement.
2. This easement area shall commence on the date hereof and shall continue during the period of construction of the Improvements being installed by the Grantee, and shall terminate 60 days after the completion of the Improvements.
3. The Grantee shall pay the Grantor, or the Grantor's lessee, as their interest may appear, for any damage to growing crops caused by the Grantee, its engineers, contractors or agents, in pursuance of the purposes and scope of this easement, whether within or outside of the Easement Area. Claims for any such damage shall be filed with the Grantee within three months after termination of this Easement Area.
4. The Grantor acknowledges and agrees that a grade change may result within the Easement Area.
5. During the term of the Easement Area, the Grantor agrees not to allow any buildings or structures to be placed within the Easement Area.
6. It is further agreed that the Grantor has lawful possession of said real estate, and good right and lawful authority to make the conveyance herein subject to matters of record, and that the Grantor and its heirs, executors, administrators, successors and assigns shall warrant and defend the same.
7. The covenants of the Grantor herein contained shall constitute independent covenants running with the land and shall be binding upon Grantor, and its heirs, executors,

successors and assigns, and shall inure to the benefit of Grantee, and its successors and assigns until the term of this easement expires.

8. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings.

IN WITNESS WHEREOF the GRANTOR has executed this Temporary Construction Easement as of this _____ day of __, 20__.

GRANTOR:
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
NEBRASKA.

By: John Winkler

Its: General Manager


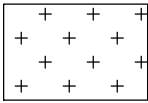
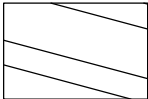
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

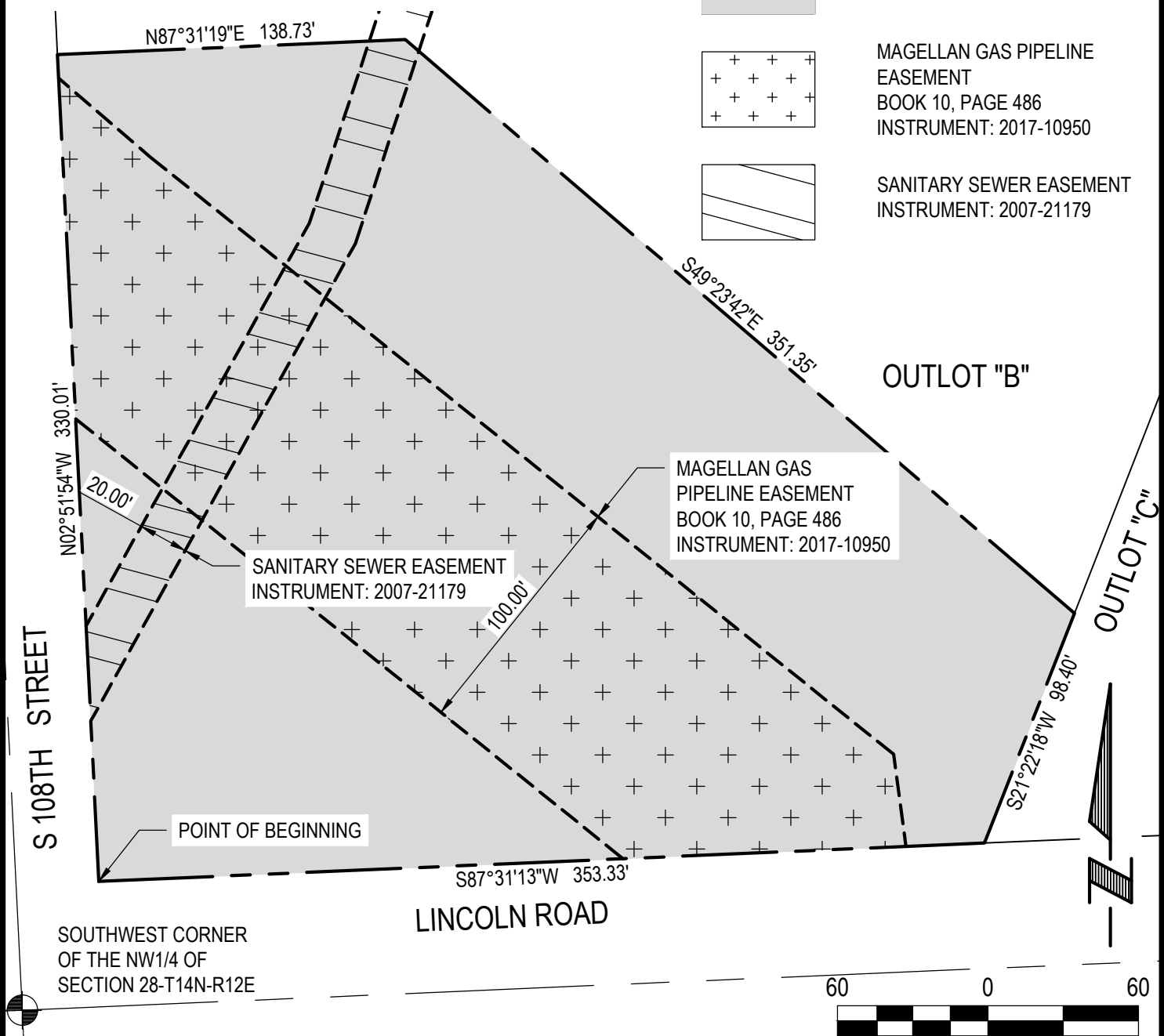
Now on this ____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public

EXHIBIT "A"

HATCH LEGEND

- TEMPORARY GRADING EASEMENT
- MAGELLAN GAS PIPELINE EASEMENT
BOOK 10, PAGE 486
INSTRUMENT: 2017-10950
- SANITARY SEWER EASEMENT
INSTRUMENT: 2007-21179



LEGAL DESCRIPTION

A TEMPORARY GRADING EASEMENT BEING LOCATED IN PART OF OUTLOT "B", GRANITE LAKE, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF THE NW1/4, PART OF THE SE1/4 OF THE NW1/4, PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE NW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT "B", GRANITE LAKE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY OF LINCOLN ROAD AND THE EAST RIGHT-OF-WAY OF SOUTH 108TH STREET; THENCE N02°51'54"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 108TH STREET, A DISTANCE OF 330.01 FEET; THENCE N87°31'19"E, A DISTANCE OF 138.73 FEET; THENCE S49°23'42"E, A DISTANCE OF 351.35 FEET TO A POINT ON THE EASTERLY LINE OF SAID OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING THE WESTERLY LINE OF OUTLOT "C", SAID GRANITE LAKE; THENCE S21°22'18"W ALONG SAID EASTERLY LINE OF OUTLOT "B", SAID LINE ALSO BEING SAID WESTERLY LINE OF OUTLOT "C", GRANITE LAKE, A DISTANCE OF 98.40 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "B", GRANITE LAKE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID OUTLOT "C", GRANITE LAKE, SAID POINT ALSO BEING ON SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE S87°31'13"W ALONG THE SOUTH LINE OF SAID OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 353.33 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 97,513 SQUARE FEET OR 2.239 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		TEMPORARY GRADING EASEMENT OUTLOT "B", GRANITE LAKE SARPY COUNTY, NEBRASKA	
	Drawn by: RLS	Chkd by:		Date: 12/06/2017
	Job No.: 2013.604.001			

STORM SEWER AND DRAINAGE EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, and its successors and assigns ("Grantor"), for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto COUNTY OF SARPY NEBRASKA and its successors and assigns ("Grantee"), a permanent, perpetual Storm Sewer and Drainage Easement for the right to construct, maintain, operate and replace underground storm sewers, box culverts, underground drainage structures, facilities, drainageways, and appurtenances thereto, under, and through the portions of the parcels of land respectively described on Exhibit "A", attached and incorporated herein (collectively the "Easement Area").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

1. The Grantor shall convey a permanent, perpetual Storm Sewer and Drainage Easement over, under and through the Easement Area to Grantee, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such underground storm sewers, underground drainage structures, facilities, drainageways, and appurtenances thereto.
2. No buildings or other structures shall be placed in, on, over, or across the Easement Areas by Grantor without the express approval of the Grantee, which shall be determined at the sole discretion of the Grantee.
3. The Grantor may, following construction of such underground storm sewers, underground drainage structures, facilities, drainageways, and appurtenances thereto continue to use the Easement Areas for all other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed and except as provided herein. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Areas. Any such permitted items or materials placed on or within the Easement Areas shall be maintained by Grantor.
4. The Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.

IN WITNESS WHEREOF the GRANTOR has executed this Temporary Construction Easement as of this _____ day of __, 20__.

GRANTOR:
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
NEBRASKA.

By: John Winkler

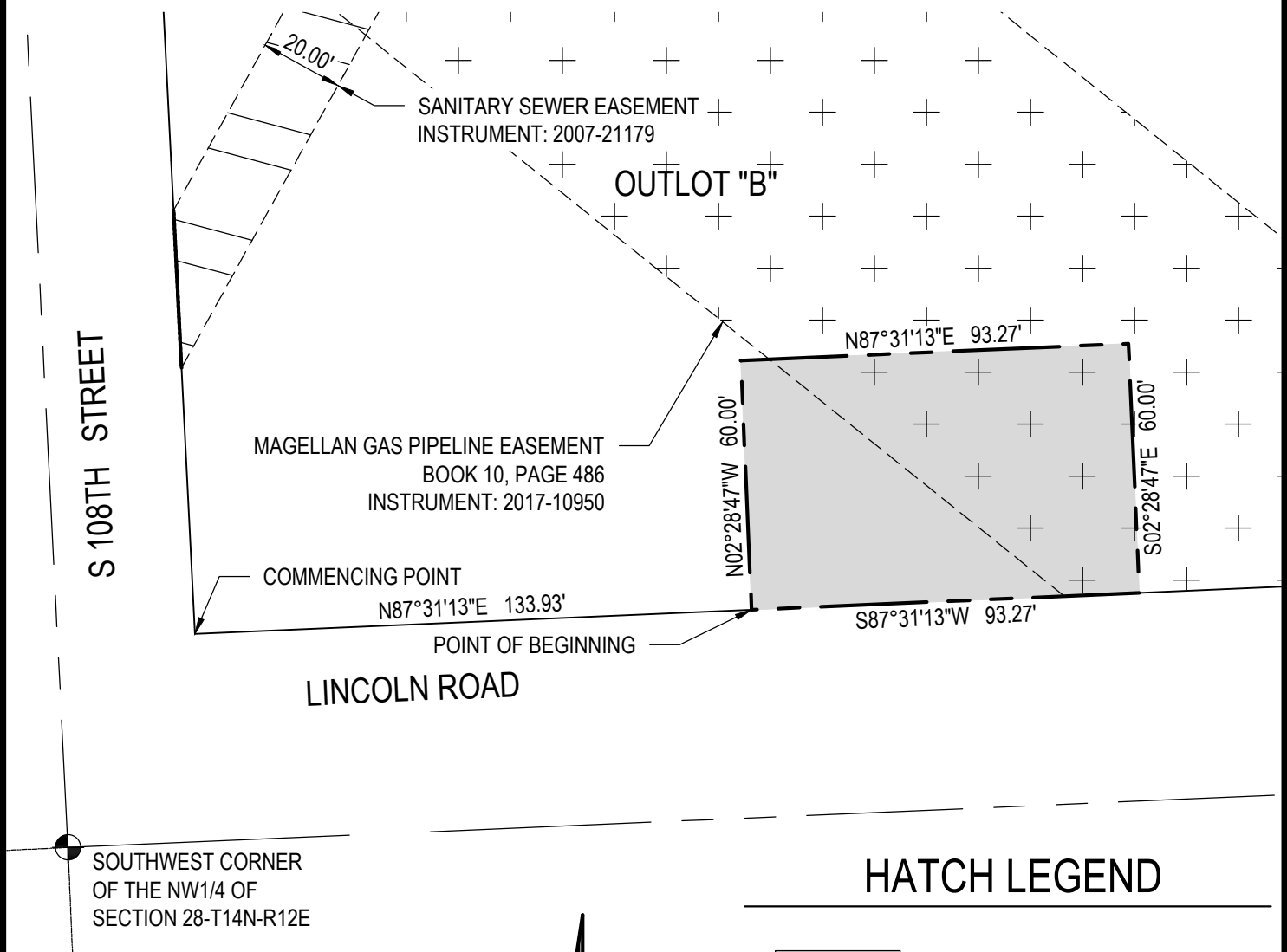
Its: General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public

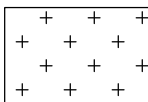
EXHIBIT "A"



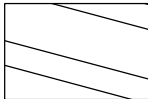
HATCH LEGEND



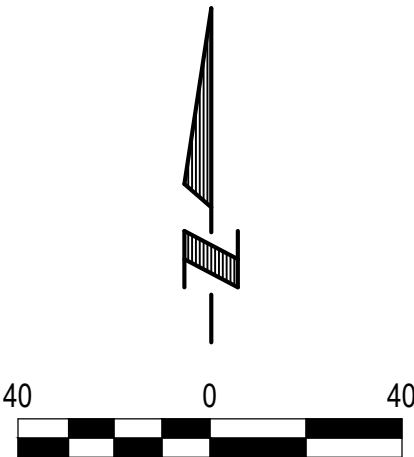
STORM SEWER AND
DRAINAGE EASEMENT



MAGELLAN GAS PIPELINE
EASEMENT
BOOK 10, PAGE 486
INSTRUMENT: 2017-10950



SANITARY SEWER EASEMENT
INSTRUMENT: 2007-21179



LEGAL DESCRIPTION

A STORM SEWER AND DRAINAGE EASEMENT BEING LOCATED IN PART OF OUTLOT "B", GRANITE LAKE, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF THE NW1/4, PART OF THE SE1/4 OF THE NW1/4, PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE NW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT "B", GRANITE LAKE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY OF SOUTH 108TH STREET AND THE NORTH RIGHT-OF-WAY OF LINCOLN ROAD; THENCE N87°31'13"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY OF LINCOLN ROAD, A DISTANCE OF 133.93 FEET TO THE POINT OF BEGINNING; THENCE N02°28'47"W, A DISTANCE OF 60.00 FEET; THENCE N87°31'13"E, A DISTANCE OF 93.27 FEET; THENCE S02°28'47"E, A DISTANCE OF 60.00 FEET TO A POINT ON SAID SOUTH LINE OF OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD; THENCE S87°31'13"W ALONG SAID SOUTH LINE OF OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 93.27 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,596 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		STORM SEWER AND DRAINAGE EASEMENT OUTLOT "B", GRANITE LAKE SARPY COUNTY, NEBRASKA	
	Drawn by: RLS	Chkd by:		Date: 12/06/2017
	Job No.: 2013.604.001			

STORM SEWER AND DRAINAGE EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, and its successors and assigns ("Grantor"), for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA and the CITY OF PAPIILLION, A MUNICIPAL CORPORATION OF THE STATE OF NEBRASKA and their respective successors and assigns ("Grantees"), a permanent, perpetual Storm Sewer and Drainage Easement for the right to construct, maintain, operate and replace underground storm sewers, underground drainage structures, facilities, drainageways, and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit "A", attached and incorporated herein (collectively the "Easement Area").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

1. The Grantor shall convey a permanent, perpetual Storm Sewer and Drainage Easement over, under and through the Easement Area to Grantees, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such underground storm sewers, underground drainage structures, facilities, drainageways, and appurtenances thereto.
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3. The Grantor may, following construction of such underground storm sewers, underground drainage structures, facilities, drainageways, and appurtenances thereto continue to use the Easement Areas for all other purposes, subject to the right of the Grantees to use the same for the purposes herein expressed and except as provided herein. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Areas. Any such permitted items or materials placed on or within the Easement Areas shall be maintained by Grantor.
4. The Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.

IN WITNESS WHEREOF the GRANTOR has executed this Temporary Construction Easement as of this _____ day of __, 20__.

GRANTOR:
PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, A POLITICAL
SUBDIVISION OF THE STATE OF
NEBRASKA.

By: John Winkler

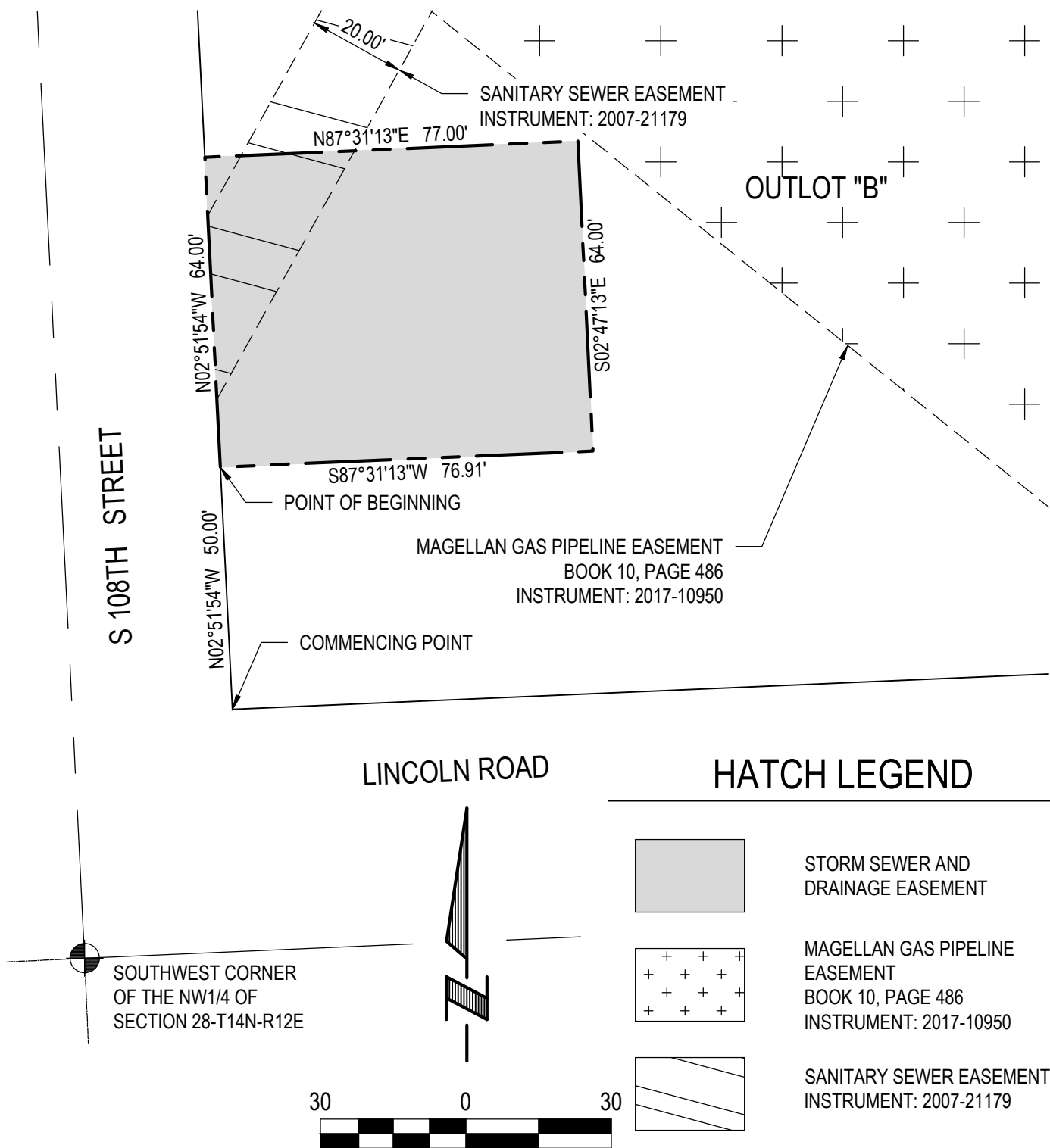
Its: General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

A STORM SEWER AND DRAINAGE EASEMENT BEING LOCATED IN PART OF OUTLOT "B", GRANITE LAKE, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF THE NW1/4, PART OF THE SE1/4 OF THE NW1/4, PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE NW1/4, ALL LOCATED IN SECTION 28, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT "B", GRANITE LAKE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY OF LINCOLN ROAD AND THE EAST RIGHT-OF-WAY OF SOUTH 108TH STREET; THENCE N02°51'54"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH 108TH STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°51'54"W ALONG SAID WEST LINE OF OUTLOT "B", GRANITE LAKE, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 64.00 FEET; THENCE N87°31'13"E, A DISTANCE OF 77.00 FEET; THENCE S02°47'13"E, A DISTANCE OF 64.00 FEET; THENCE S87°31'13"W, A DISTANCE OF 76.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4,925 SQUARE FEET OR 0.113 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		STORM SEWER AND DRAINAGE EASEMENT OUTLOT "B", GRANITE LAKE SARPY COUNTY, NEBRASKA	
	Drawn by: RLS	Chkd by:		Date: 12/06/2017
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