

**Papio-Missouri River Natural Resources District
Board of Directors Meeting
Suggested Resolutions/Recommendations
March 14, 2019**

***Agenda Item 4 - Agenda**

BE IT RESOLVED that the agenda be adopted.

***Agenda Item 5 – Consent Agenda**

BE IT RESOLVED that the following resolutions on the consent agenda are hereby adopted.

Agenda Item 4.

BE IT RESOLVED that the absences of the following Director(s) from the March 14, 2019 Board of Director Meeting are excused:

Rich Tesar.

Agenda Item 7.A. and 7.B.

BE IT RESOLVED that the February 14, 2019 Papio-Missouri River NRD Board Meeting minutes and the February 13, 2019 Dakota County Rural Water Advisory Board Meeting minutes are approved as printed.

***Agenda Item 9.A. – Programs, Projects and Operations Subcommittee**

BE IT RESOLVED that the minutes of the March 12, 2019 meeting of the Programs, Projects and Operations Subcommittee are accepted, incorporated in these minutes, and the following recommendation(s) of the Subcommittee are hereby adopted and approved.

1. Interlocal Agreement with City of Papillion for Water Sustainability Fund Application for West Papillion Levees: Recommendation that the General Manager be authorized to execute the proposed Interlocal Agreement with the City of Papillion for Phase 1A of the West Papillion Levee Accreditation Project with a maximum not-to-exceed District contribution of \$17,613, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

2. Platte River Bridge Trial:

- a. Selection of National Environmental Policy Act (NEPA) Services: Recommendation that the Board waive District Policy 15.2 Purchasing – Professional Services, and that the General Manager be authorized to send notification to Nebraska Department of Transportation to negotiate with HDR Engineering Inc. for NEPA services related to the Platte River Bridge Trail.
 - b. Selection of Professional Engineering (PE) Services: Recommendation that the Board waive District Policy 15.2 Purchasing – Professional Services, and that the General Manager be authorized to send notification to Nebraska Department of Transportation to negotiate with Schemmer for Professional Engineering services related to the Platte River Bridge Trail.
3. Elkhorn River Improvement Project Area (IPA) Operation and Maintenance Assessment: Recommendation that a special assessment for the operation and maintenance of the Elkhorn River Bank Stabilization Improvement Project Area be levied against the benefited parcels in the total amount of \$20,000 for calendar year 2019 and that the following Resolution be adopted:

BE IT RESOLVED by the Board of Directors of the Papio-Missouri River Natural Resources District that each of the lots and parcels of ground in Douglas County, Nebraska, identified in the “2019 Assessment Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference, has been specially benefited by the District’s program of operation and maintenance upon the construction and capital improvements involved with the District’s Elkhorn River Bank Stabilization Improvement Project; that special benefits from such program of operation and maintenance are correctly set out in the respective amounts appearing opposite the designation of said lots and parcels of ground in said schedule; that such respective amounts appearing opposite said lots and parcels of ground in said schedule are hereby levied as special assessments against such lots and parcels of ground; and, that said assessments shall become due fifty (50) days after date, to-wit: shall become due on May 3, 2019, and may be paid within said time without interest, but if not paid by May 3, 2019, each such assessment shall draw interest at the rate of nine per cent (9%) per annum from and after date until delinquent; and, from and after date that each installment become delinquent, shall draw interest at the rate of fourteen per cent (14%) per annum until paid.

BE IT FURTHER RESOLVED that the Secretary of the District shall certify a copy of this levy resolution to the County Clerk and County Treasurer of Douglas County, Nebraska, for spreading the same on the tax records of such County, and such special assessments shall be collected by the County Treasurer as provided by law.

4. LPRCA Water Quality Monitoring Network Funding: Recommendation that the District continue to partner in the LPRCA Water Quality Monitoring Network long-term gauges at Louisville, Ashland, and Waterloo, and partner in the site at Leshara, with a total cost not-to-exceed \$144,636, to be budgeted according to annual costs in District FY 2020, 2021, and 2022.

***Agenda Item 10. A.-J. – Treasurer’s Report**

BE IT RESOLVED that the Treasurer is authorized to expend general funds to pay: (l) claims listed in the February 2019 financial report; and, (2) any claims made prior to the next Board meeting for (a) earned salaries of District employees, (b) withholding taxes, (c) social security payments, (d) retirement program contributions, (e) utilities, (f) registration fees and expenses for upcoming meetings and conferences, (g) certified completed CAP and Special Project Area applications, (h) invoices which offer a credit or discount for payment made prior to the next Board meeting, (i) postage, and, (j) building and grounds contract expenses.

BE IT FURTHER RESOLVED that the Treasurer is authorized to pay, from the respective operating accounts of the Washington County, Dakota County, and Thurston County Water Supply System, the Elkhorn Breakout Project, the Elkhorn River Stabilization Project, the Elk/Pigeon Creek Drainage Project, the Western Sarpy Drainage Project, the Papillion Creek Watershed Partnership, and the Southern Sarpy Watershed Partnership project bills listed on the February 2019 financial report, and future claims for project utilities.

BE IT FURTHER RESOLVED that the financial reports be affixed to and made a part of the minutes.

***Agenda Item 11.A. – Temporary Construction Easement Agreement(s)**

Temporary Construction Easement Agreement with PCS Nitrogen Fertilizer, L.P. for R-613 Tracts 6-8:

BE IT RESOLVED that the General Manager is authorized to execute a temporary construction easement agreement with PCS Nitrogen Fertilizer, L.P., for an area containing 61.176 acres of land for the Missouri River R613/R616 Levee Improvement Project, which requires the District and/or its contractors to indemnify PCS Nitrogen Fertilizer for any damages associated with the construction activity, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

***Agenda Item 11.B. – Land Acquisition for the Missouri River R613/R616 Levee Improvement Project**

Condemnation filings for the Missouri River R613/R616 Levee Improvement Project:

BE IT RESOLVED that the Board authorizes District Legal Counsel to initiate the filing of a petition, if necessary, in the County Court of Sarpy County, Nebraska, on behalf of the District, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the following landowners:

PCS Nitrogen Fertilizer LP/Nutrien, Ltd.- R-613 Tracts 6, 7
Arcadian Fertilizer/ PCS Nitrogen Fertilizer LP- R-613 Tract 8
Jason Hagen- R-616 Tract 8
Fairview Golf Company, Inc.- R-613 Tract 32

from the District's acquisition of the necessary land rights for the Missouri River R613/R616 Levee Improvement Project; and that the following resolutions be adopted:

RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

2-3229 Districts; purposes. The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by PCS Nitrogen Fertilizer Limited Partnership, a Delaware limited partnership ("CONDEMNEES") part of Gov. Lot 1, Gov. Lot 2 and Lot 4; together with part of N1/2SE1/4 and part of N1/2 SW1/4 all in Section 25, T13, R13 and Tax Lot 1 of Gov. Lot 1, Section 31, T13, R14 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNEES in that: the DISTRICT offered to CONDEMNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNEES as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNEES to accept the DISTRICT'S offer, but such offer was rejected by CONDEMNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibits A-1 and A-2 (“Easement Area”), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner’s property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT’S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT’S acquisition of the PERMANENT EASEMENTS.

RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District (“the DISTRICT”) has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the “PROJECT”) in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

2-3229 Districts; purposes. The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by Arcadian Fertilizer, LP, a Delaware limited partnership, now owned by PCS Nitrogen Fertilizer Limited Partnership, a Delaware limited partnership ("CONDEMNEDS") in the SW 1/4 of lying west of the Missouri River, Section 30, T13, R 14 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNEDS in that: the DISTRICT offered to CONDEMNEDS an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNEDS as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNEDS to accept the DISTRICT'S offer, but such offer was rejected by CONDEMNEDS, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-3 ("Easement Area"), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the

Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner's property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

2-3229 Districts; purposes. The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife

habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by Jason Hagen, an individual ("CONDEMNED") part of Tax Lot 14A in the Northeast Quarter (NE1/4) of Section 18, Township 13 North, R14 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNED in that: the DISTRICT offered to CONDEMNED an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNED as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNED to accept the DISTRICT'S offer, but such offer was rejected by CONDEMNED, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibits A-4 ("Easement Area"), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the

rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner's property.

2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

2-3229 Districts; purposes. The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of

Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the “PERMANENT EASEMENTS”), hereinafter described, in, on, over and across lands owned by Fairview Golf Company, Inc. (“CONDEMNNEES”) part of Lot Two Hundred Fifty-Three (253) in Tregaron, a Subdivision, in Sarpy County, Nebraska, except that part platted in Village Green and except that part platted into Tregaron Replat I, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT’S acquisition of the EASEMENTS; and, the DISTRICT’S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT’S offer, but such offer was rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibits A-5 (“Easement Area”), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

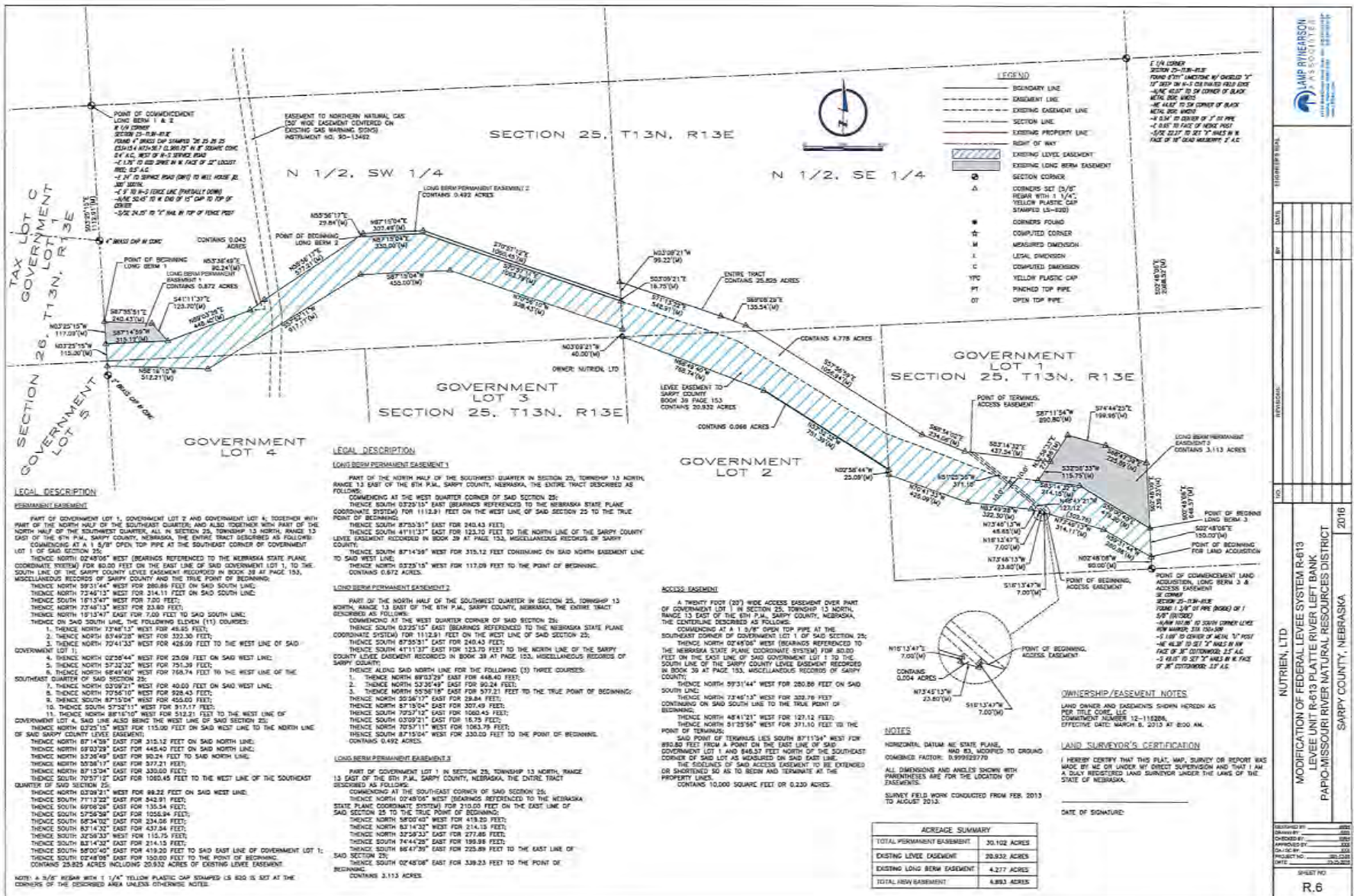
1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner’s property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.

3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

***Agenda Item 12.A. – Appointment of P-MRNRD Standing Subcommittees**

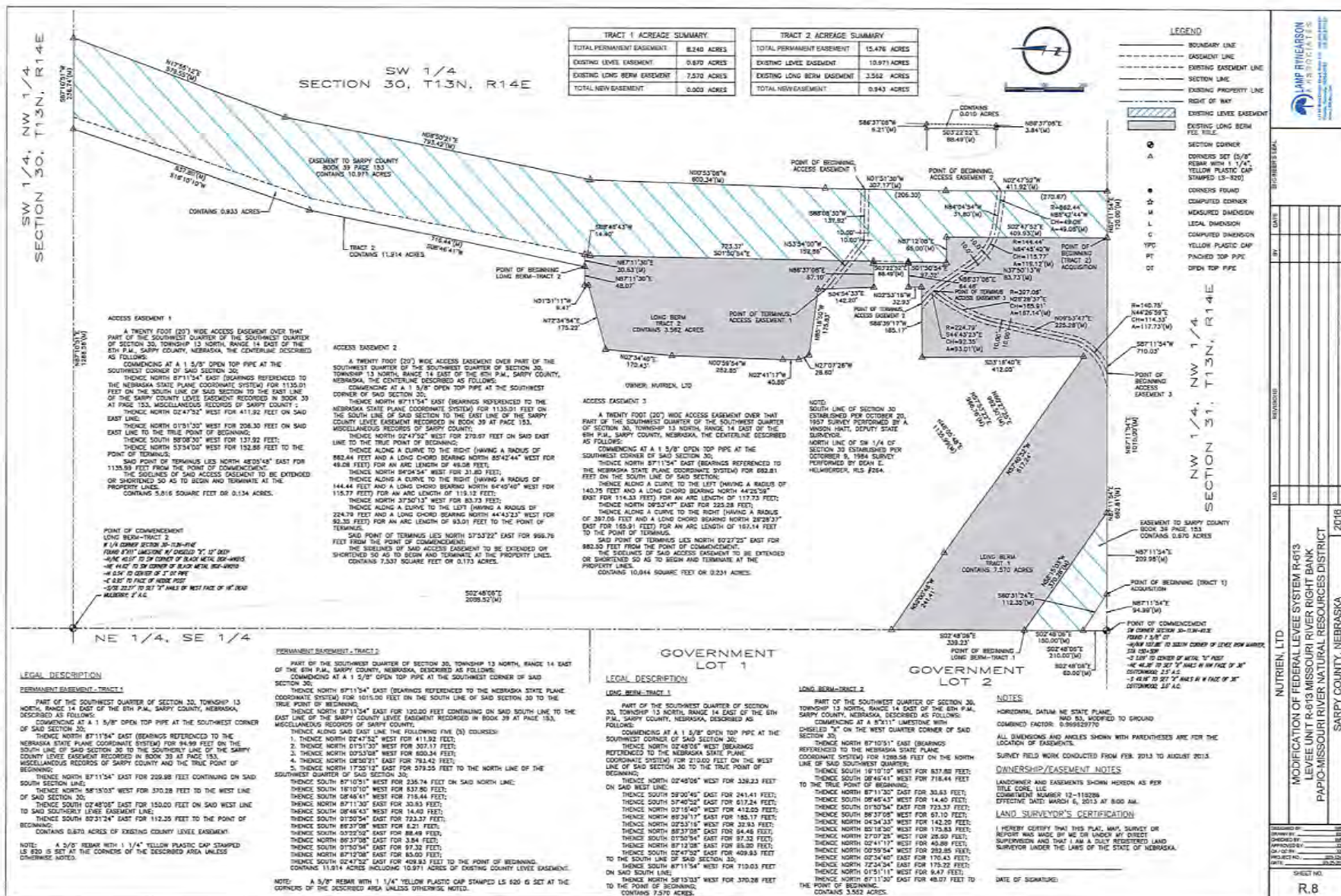
BE IT RESOLVED that the Standing Subcommittee appointments, as presented by the Chairperson, be approved.



LAMP RIVERSON ASSOCIATES
SURVEYORS
1100 S. 10TH ST., SUITE 100
LINCOLN, NE 68502
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NUTRIEN, LTD.
MODIFICATION OF FEDERAL LEVEE SYSTEM R-613
LEVEE UNIT R-613 PLATTE RIVER LEFT BANK
PAPIC MISSOURI RIVER NATURAL RESOURCES DISTRICT
SARPY COUNTY, NEBRASKA

DATE: 12/12/2016
SHEET NO: R.6



Tract Drawing

