

Memorandum

To: Programs, Projects and Operations Subcommittee
From: Martin Cleveland, Construction Engineer
Date: February 3, 2020
Re: Interlocal Cooperation Agreement with Douglas County for the Transfer of Papillion Creek Watershed PL 566 Structure Site D-20

In 1983, the Natural Resources Conservation Service (NRCS) in cooperation with Papio-Missouri River NRD (NRD) built the referenced PL 566 Program grade stabilization structure (Papio D-20) on a Big Papio Creek tributary north of 164th and Bennington Road, as shown on the attached location map. The structure has a drainage area of 252 acres and a normal pool of less than one half acre. The NRCS designed and built the structure and the NRD, as the local project sponsor obtained the required project right-of-way (easement) and agreed via an Operation and Maintenance Agreement to operate and maintain the structure. The structure has been in place for 36 years of its 50-year plan life. See enclosed Operation and Maintenance Agreement.

Douglas County Engineer's Office (aka Douglas County Highway Department) contacted the NRD about their purchase of the property that includes the referenced structure (earthen dam) for a wetland mitigation bank. Enclosed is a copy of the property deed. The County plans to construct the wetland mitigation bank adjacent to the Papio D-20 structure for mitigating County projects that impact wetlands, such as road improvements. The Papio D-20 structure serves as a grade control for the wetland site and therefore allows the proposed wetlands to continue to function as wetlands. The Corps of Engineers has approved the wetland mitigation bank instrument that would provide the County for wetland credits at the site, once the wetlands are built and functional.

District staff have evaluated the County proposed wetland mitigation project and determined that it would be appropriate to transfer the Papio D-20 operation and maintenance responsibilities to the County, so the county could maintain the entire site to their and NRCS specifications and the NRD could eliminate its ongoing maintenance of an aging dam. The NRCS requires the dam to be maintained for 50 years. The County will need to maintain the dam in order to maintain the wetland as a viable site. The NRCS has agreed to allow the NRD to transfer its Papio D-20 operation and maintenance responsibilities to the County. Enclosed is a July 10, 2019 NRCS letter related to the transfer and the proposed Interlocal Cooperation Agreement with Douglas County.

Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute an Interlocal Cooperation Agreement with Douglas County for transfer of Papio D-20 Operation and Maintenance, release of existing District Papio D-20 structure easements and sign Amendment No. 11 to NRCS Operation and Maintenance Agreement to remove Papio D-20 from the Agreement, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.



PAPIO WATERSHED STRUCTURE D-20
LOCATION MAP

PAPIO STRUCTURE
D-20

BIG PAPIO CREEK

BENNINGTON

HWY 36

156th ST.

Bennington RD.

168th ST.

INTERLOCAL COOPERATION AGREEMENT

Between

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

And

THE COUNTY OF DOUGLAS, NEBRASKA

For

**THE TRANSFER OF OPERATION AND MAINTENANCE OF THE GRADE
STABILIZATION STRUCTURE PAPIO D-20**

THIS AGREEMENT (hereinafter “**THIS AGREEMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (the “**NRD**”) and the **COUNTY OF DOUGLAS, NEBRASKA** (the “**COUNTY**”), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et seq.).

WHEREAS, the NRD entered into an agreement with the United States Department of Agriculture, **Natural Resources Conservation Service** (the “**NRCS**”) for the design, construction, operation, inspection and maintenance of a grade stabilization structure and appurtenances thereof, identified as the **Papillion Creek Watershed Site D-20** (the “**D-20 STRUCTURE**”); and

WHEREAS, the NRD acquired right-of-way for the construction, operation, maintenance and inspection of the D-20 STRUCTURE through a storage and flowage easement in 1982, which was subsequently amended in 1984, (collectively, the “**EASEMENT**”); and

WHEREAS, the NRD caused for the design and construction of the D-20 STRUCTURE, completed in 1983, and served as the “Sponsor” through an Agreement with the NRCS for thirty-six (36) years; and

WHEREAS, the COUNTY acquired fee title for the real property where the D-20 STRUCTURE is located on January 23, 2020, recorded with the Register of Deeds, Douglas County, Nebraska as Deed Instrument # 2020007164; and

WHEREAS, the COUNTY desires to replace the NRD as the “Sponsor” for the D-20 STRUCTURE, with the consent of NRCS, and to fulfill the operation, inspection and maintenance obligations for the D-20 STRUCTURE for the remaining years of the D-20 STRUCTURE’s program life, subject to the terms and conditions contained herein; and

WHEREAS, the NRD desires to relinquish its obligations as the “Sponsor” for the D-20 STRUCTURE, subject to the terms and conditions, contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of parties hereinafter expressed, the parties hereby agree as follows:

1. **AGREEMENT BENEFITS.** The parties do hereby find and determine that the AGREEMENT will be of predominantly general benefit to the COUNTY and the NRD, with only an incidental special benefit.

2. **PROJECT PARTICIPANTS.** THIS AGREEMENT shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties shall be as defined by THIS AGREEMENT.

3. **2020 OPERATION AND MAINTENANCE AGREEMENT.** The COUNTY has approved and has agreed to enter into an agreement with the NRCS and shall sponsor and carry out certain operation and maintenance obligations for the D-20 STRUCTURE, as set forth in the Operation and Maintenance Agreement Papillion Creek Watershed Site D-20, attached hereto as Exhibit A and incorporated herein. The COUNTY has also approved and agreed to enter into an agreement with the NRCS and carry out additional operation and maintenance obligations for the D-20 STRUCTURE, as set forth in the Operation and Maintenance Plan Supplement Papillion Creek Watershed Site D-20, attached hereto as Exhibit B and incorporated herein (collectively, the “**2020 OPERATION AND MAINTENANCE AGREEMENT**”). The NRCS has reviewed and approved the 2020 OPERATION AND MAINTENANCE AGREEMENT.

4. **NRD’S RELEASE OF RESPONSIBILITY.** Upon the COUNTY and the NRCS entering into and fully-executing the 2020 OPERATION AND MAINTENANCE AGREEMENT, the NRD shall be released of all operation and maintenance obligations for the D-20 STRUCTURE for its remaining life and the NRD shall cease to be the “Sponsor” of the D-20 STRUCTURE.

5. RELEASE OF THE EASEMENT. The NRD shall execute the release of the EASEMENT granting it rights to construct, operate, inspect and maintain the D-20 STRUCTURE, attached hereto as Exhibit C (the “**EASEMENT RELEASE**”), on or before the TRANSFER DATE, as defined below. The NRD shall record the original EASEMENT RELEASE with the Register of Deeds, Douglas County, Nebraska, after the TRANSFER DATE, as defined below, and provide copies of the recorded EASEMENT RELEASE to the COUNTY and NRCS.

6. TRANSFER DATE. The responsibilities for the operation and maintenance of the D-20 STRUCTURE shall transfer from the NRD to the COUNTY on the date when the COUNTY and NRCS fully-execute the 2020 OPERATION AND MAINTENANCE AGREEMENT (the “**TRANSFER DATE**”). On the TRANSFER DATE, NRSC will provide the NRD written acknowledgment that the NRD is released of all operation and maintenance obligations for the D-20 STRUCTURE and the NRD is no longer considered the “Sponsor” of the D-20 STRUCTURE.

7. INDEMNIFICATION.

A. The COUNTY shall indemnify the NRD and hold the NRD harmless from and against any and all claims, demands, causes of action, damages, costs and expenses, including court costs and attorney fees, in whole or in part arising out of or relating to the D-20 STRUCTURE, except for those arising from the operations and maintenance of the D-20 STRUCTURE before the TRANSFER DATE or otherwise caused by the sole negligence or willful conduct of NRD employees.

B. The NRD shall indemnify the COUNTY and hold the COUNTY harmless from and against any and all claims, demands, causes of action, costs and expenses, including court costs and attorney fees, in whole or in part arising out of or relating to the NRD’s operation and maintenance obligations for the D-20 STRUCTURE which arose prior to the TRANSFER DATE, except those caused by the sole negligence or willful conduct of COUNTY employees.

8. EFFECTIVE DATE AND TERM. THIS AGREEMENT shall be in force and effect upon and after its execution by the parties hereto.

9. NON-DISCRIMINATION. The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

10. DRUG FREE POLICY. Each party provides assurance that it has established and maintains a drug free workplace policy.

11. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises relating to the subject matter of THIS AGREEMENT not expressly contained herein. THIS AGREEMENT may be amended upon mutual written consent of the parties.

12. DEFAULT. If either party shall default hereunder, the other party shall be entitled to enforce specific performance of THIS AGREEMENT or may have any other remedy allowed by law or equity.

13. NOTICES. All notices herein required shall be in writing and shall be served on the parties at their principal offices, or at such other address as either party may hereafter designate to the other party in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

14. BINDING EFFECT. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

15. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of THIS AGREEMENT. Nebraska law will govern the terms and the performance under this Agreement.

16. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining

provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

17. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

18. MERGER. THIS AGREEMENT shall not be merged into any other oral or written agreement, lease of deed of any type.

19. NON-WAIVER. No delay or failure by either of the parties to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by either of the parties shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

20. INTERLOCAL COOPERATION ACT PROVISIONS. THIS AGREEMENT shall not create any separate legal or administrative entities. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under THIS AGREEMENT. There shall be no jointly held property as a result of THIS AGREEMENT. Upon terminations, each party shall retain ownership of the property it owns at the time of termination. THIS AGREEMENT does not authorize the levying, collecting or accounting of any tax.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The COUNTY has executed THIS AGREEMENT on _____, 2020.

The County of Douglas, Nebraska

By _____

CLARE DUDA, Chair, Board of Commissioners

Attest:

County Clerk

The NRD has executed THIS AGREEMENT on _____, 2020.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

EXHIBIT “A”

Operation and Maintenance Agreement Papillion Creek Watershed Site D-20
Between Douglas County, Nebraska and NRCS

EXHIBIT “B”

Operation and Maintenance Plan Supplement Papillion Creek Watershed Site D-20
Between Douglas County, Nebraska and NRCS

EXHIBIT “C”

EASEMENT RELEASE

WHEN RECORDED, RETURN TO:

Husch Blackwell LLP
13330 California Street, Suite 200
Omaha, NE 68154
Attn: Brent A. Meyer, Esq.

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT is made as of the [_____] day of [____], 2020 (the "Effective Date") by the Papio Missouri River Natural Resources District, a political subdivision of State of Nebraska (hereinafter, the "NRD").

- A. NRD has certain permanent rights on the real property legal described on Exhibit A attached hereto and made a part hereof (hereinafter, the "Subject Parcel").
- B. The NRD's permanent rights on the Subject Parcel were granted through a Storage and Flowage Easement recorded on September 30, 1982 in Book 677 at Page 646, Official Records, Douglas County, Nebraska ("Easement");
- C. Subsequent to the recording of the Easement, the NRD's permanent rights on the Subject Parcel were amended through an Amended Storage and Flowage Easement recorded in Book 708 at Page 732, Official Records, Douglas County, Nebraska ("Amended Easement");
- D. The NRD has no other rights to the Subject Parcel other than those set forth in the Easement and Amended Easement; and

NOW, THEREFORE, NRD states and declares that as of the Effective Date above, the Easement and Amended Easement and all rights, obligations and privileges granted thereunder are hereby released and terminated in their entirety and shall be of no further force and effect.

THIS RELEASE OF EASEMENT is executed by the PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT on this ____ day of _____, 2020.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT**

By _____
General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary
Public, personally came **JOHN WINKLER**, General Manager of the **PAPIO-MISSOURI
RIVER NATURAL RESOURCES DISTRICT**, to me personally known to be the identical
person whose name is affixed to the above and foregoing instrument, and he/she acknowledged
the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public



Natural Resources Conservation Service
Nebraska State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866
(402) 437-5300

<http://www.ne.nrcs.usda.gov>

July 10, 2019

Mr. John Winkler
General Manager
Papio-Missouri NRD
8901 S. 154th Street
Omaha, NE 68138-3621



Dear Mr. Winkler:

This letter is to notify you of the Natural Resources Conservation Service (NRCS) concurrence with the transfer of responsibility to Douglas County as sponsoring local organization (including operation and maintenance) for Papillion Creek Watershed Site D-20 on the planned life of the structure. The transfer will occur if the NRD Board and County Board votes to adopt the transfer.

NRCS appreciates your diligence in operating and maintaining this structure to this point.

Your signature on this letter will document your agreement and concurrence in the transfer of responsibility to Douglas County. We have also included for your signature, an amendment to the Operation and Maintenance Agreement removing site D-20 from the existing Operation and Maintenance Agreement.

Sincerely,

CRAIG DERICKSON
State Conservationist

Enclosure: Amendment to Papio D-20 Operation and Maintenance Agreement

Papio-Missouri River NRD

By: _____ Title: _____

This action was authorized at an official meeting of the Papio-Missouri River NRD sponsors on

Date: _____

Attest: _____ Title: _____

cc: Allen Gehring, SCE, NRCS, Lincoln State Office
Doug Wagner, ASTC/East, NRCS, Lincoln Field Office
Neil Jensen, DC, NRCS, Blair Field Office

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

Amendment No. 11 to Operation and Maintenance Agreement

The Operation and Maintenance Agreement between the Papio-Missouri Natural Resources District and the Natural Resources Conservation Service, dated June 25, 1969, is hereby amended to remove from the agreement site D-20.

Papio-Missouri Natural Resources District

By _____, Title _____.

This action was authorized at an official meeting of the District named immediately above on _____, 20____, at _____.

Attest: _____

Title: _____

USDA/NRCS

By: _____

Title: State Conservationist

OPERATION AND MAINTENANCE AGREEMENT
FOR
STRUCTURAL MEASURES

THIS AGREEMENT made on June 25, 1969, is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the following organizations, hereinafter referred to as the Sponsors:

County of Douglas
County of Sarpy
County of Washington

The Sponsors and the Service agree to carry out the plan on the attached four pages for the operation and maintenance of structural measures in the Papio Creek Watershed, State of Nebraska. The measures covered by this agreement are identified as: Grade Stabilization Structures D-2, D-3, D-4, D-15, D-15-A, D-15-B, D-17, D-18, D-20, D-23, D-29, D-31, D-32, D-38, D-45, D-49, D-50, D-54, D-65, D-76, D-76-A, D-78, S-1, S-4, S-5, S-6, S-7, S-9, S-15, S-16, S-17, S-18, S-21, S-22, S-24, S-27, S-30, S-31, S-32, S-35, W-2, W-3, W-4, W-5, W-6, W-15, W-16, W-16-A, W-20, W-20-A, W-26, and W-42.

Name of Sponsor County of Douglas

By Gary D. Buehler Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 16, 1969 at Douglas County Courthouse

Attest Virginia Tracy Title Secretary

Name of Sponsor County of Sarpy

By W. D. Brooks Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 16, 1969 at Sarpy County Courthouse

Attest Frank Ruff Title County Clerk

Name of Sponsor County of Washington

By Frank H. ... Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 24, 1969 at Clay, Nebraska

Attest James L. ... Title County Clerk

Soil Conservation Service, United States Department of Agriculture

By Keith F. Myers Title State Conservationist

Keith F. Myers

6-30-69
c. Douglas Co.
c. Sarpy Co.
c. Washington Co.
c. A/C
c. F/C
14

OFFICIAL RECORD COPY

Do Not Remove from File

OPERATION AND MAINTENANCE PLAN

I OPERATIONS

- A. The sponsor will be responsible for and will operate or have operated without cost to the Service the structural measures in compliance with any applicable Federal, State and local laws, and in a manner that will assure that the structural measures will serve the purpose for which installed as set forth in the Work Plan.
- B. The Service will, upon request of the Sponsor and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

II MAINTENANCE

- A. The Sponsor will:
 - 1. Be responsible for and promptly perform or have performed without cost to the Service except as provided in Paragraph III, Establishment Period, all maintenance of the structural measures determined by either the Sponsor or the Service to be needed.
 - 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work involving major repair.
- B. The Service will, upon request of the Sponsor and to the extent that its resources will permit, provide consultative assistance in the preparation of plans, designs and specifications for needed repair of the structural measures.

III ESTABLISHMENT PERIOD

- A. During an Establishment Period, as herein defined, the Service will bear such part of the cost of any needed major repairs to the structural measures, including associated vegetative work, as is proportionate to the original construction costs borne by the Service in the construction of the structural measures except that the Service will not bear any of the cost for:
 - 1. Repairs to channels or portions thereof which do not have permanent linings such as concrete, riprap, or grouted rock.
 - 2. Repairs determined by the Service to have been occasioned by improper operation or maintenance, or both.
 - 3. Repairs applicable to municipal or industrial water supply or to any other purpose for which construction costs are not authorized to be paid for in whole or in part with funds appropriated to the Service.

4. Repairs that are mutually determined by the Sponsor and the Service as being items of normal maintenance rather than major repair and are not therefore in keeping with the spirit and intent of the Establishment Period provisions.
- B. The Establishment Period for structural measures (exclusive of any associated vegetative work) shall extend 3 years from the date the structural works of improvement are accepted from the contractor as being completed.
- C. The Establishment Period for vegetative work associated with a structural measure is to terminate when any of the following conditions are met:
 - a. Adequate vegetative cover is obtained.
 - b. Two growing seasons have elapsed after the initial installation of vegetative work.
 - c. The Establishment Period for the associated structural measure has terminated.
- D. As used in the two preceding paragraphs, and elsewhere in this Plan, the following words have the meanings described below:

ACCEPTED, ACCEPTANCE: The date structural or vegetative measures are accepted from the contractor when a contract is involved, or the date structural or vegetative measures are completed to the satisfaction of the Service when force account operations are involved.

ADEQUATE VEGETATIVE COVER: A minimum of seventy percent (70%) cover of the desirable species, with no active rilling that cannot be controlled by the vegetation.

- E. Major repair may involve such things as (1) repairing separated joints, cracks or breaks in the principal spillway, (2) correcting seepage, (3) replacing significant backfill around structures resulting from major erosion damage, (4) major revegetation due to failure to obtain an adequate vegetative cover, and (5) restoring areas with significant erosion caused by unusual flow (volume, recurrence or extended period of time) in emergency spillways.
- F. No action with respect to needed repairs during the Establishment Period will be taken by the Sponsor or the Service which would lessen or adversely affect any legal liability of any contractor or his surety for payment of the cost of the repairs.

IV INSPECTIONS AND REPORTS

- A. During the Establishment Period the Sponsor and the Service will jointly inspect the structural measures at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures. It is desirable the annual inspections be performed during the month shown below. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

April
(Month)

- B. After the Establishment Period the structural measures will be inspected annually by the Sponsor, preferably during the month shown below, and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures.

April
(Month)

- C. After the Establishment Period the Service may inspect the structural measures at any reasonable time.
- D. A written report will be made of each inspection. The report of joint inspections will be prepared by the Sponsor with the assistance of the Service. A copy of each report will be provided by the party preparing the report to the other party within ten days of the date on which the inspection was made.

V RECORDS

The Sponsor will maintain in a centralized location a record of all inspections performed both individually and jointly by the Sponsor and the Service, and of all significant actions taken by the Sponsor with respect to operation and maintenance. The Service may inspect these records at any reasonable time.

VI GENERAL

- A. The Sponsor will:
1. Prohibit the installation of any structures or facilities that will interfere with the operation or maintenance of the structural measures.

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the structural measures, and provide the Service with a copy of the agreement after it has been signed by the Sponsor and the other party.
- B. Service personnel will be provided the right of free access to the structural measures at any reasonable time for the purpose of carrying out the terms of this Plan.
- C. The responsibilities of the Sponsor under this Plan are effective simultaneously with the acceptance of the works of improvement in whole or in part.

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

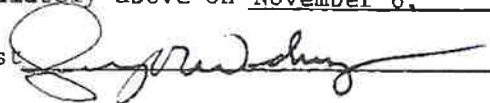
AMENDMENT NO. 1 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Property Management Standards and Operation and Maintenance Plans for Sites S-7, W-6, W-16, W-16A and W-20A.

Papio Natural Resources District

By  Title Chairman, Board of Directors

This action was authorized at an official meeting of the District named
immediately above on November 6, 1980, at Omaha, NE.

Attest  Title General Manager

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By 
A. E. SULLIVAN
Title State Conservationist

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dams covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Dams W-16, S-7, W-6, W-16A, and W-20A Papillion Creek Watershed, have been classified by the Soil Conservation Service as class a dams, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dams should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

PROPERTY MANAGEMENT STANDARDS
(Attachment to Operation and Maintenance Agreement)

The standards prescribed herein govern the utilization and disposition of property furnished by SCS or acquired in whole or in part with SCS-furnished funds by the sponsors. Sponsors are responsible for observing the standards set forth herein. Sponsors are authorized to use their own property management standards and procedures as long as the provisions set forth herein are included.

1. Definitions

- (a) Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
- (b) Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
- (c) Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A sponsor may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
- (d) Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
- (e) Excess property. Excess property means property under the control of any federal agency which, as determined by the head thereof, is no longer required for its needs.

2. Use of Real Property

Sponsors shall use any real property acquired partly or wholly with SCS financial assistance, as long as needed for the purpose for which it was acquired and in accordance with the O&M agreement. When the real property is no longer needed for the purpose of the SCS financial assistance, the sponsor shall obtain SCS approval of its plans for future use or disposition.

3. Use of Nonexpendable Personal Property

- (a) Nonexpendable personal property acquired with federal funds. When nonexpendable personal property is acquired by a sponsor wholly or in part with federal funds, title will not be taken by the federal government, but shall be vested in the sponsor subject to the following restrictions on use and disposition of the property:
 - (1) The sponsor shall retain the property acquired with federal funds in the federally financially assisted program as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by federal funds. When there is no longer a need for the property to accomplish the purpose of the federally financially assisted program, the sponsor

shall use the property in connection with other federal grants it has received in the following order of priority:

- (i) Other grants of the SCS needing the property.
 - (ii) Grants of other federal agencies needing the property.
- (2) When the sponsor no longer has need for the property in any of its federal grant programs, the property may be used for its own official activities in accordance with the following standards:
- (i) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The sponsor may use the property for its own official activities without reimbursement to SCS or sell the property and retain the proceeds.
 - (ii) All other nonexpendable property. The sponsor may retain the property for its own use provided that a fair compensation is made to the SCS for the SCS share of the cost of the property. The amount of compensation shall be computed by applying the percentage of SCS participation in the SCS financially assisted undertaking to the current fair market value of the property.
- (3) If the sponsor has no need for the property, disposition of the property shall be made as follows:
- (i) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(i) above, the sponsor shall sell the property and reimburse the SCS an amount which is computed in accordance with the last paragraph in (ii) below.
 - (ii) Nonexpendable property with an acquisition cost of over \$1,000. The sponsor shall request disposition instructions from SCS. The SCS shall determine whether the property can be used to meet a SCS requirement. If no requirement exists within SCS, the availability of the property shall be reported to the General Services Administration (GSA) by the SCS to determine whether a requirement for the property exists in other federal agencies. The SCS shall issue instructions to the sponsor within 120 days and the following procedures shall govern:
 - If the sponsor is instructed to ship the property elsewhere, the sponsor shall be reimbursed by the benefiting federal agency with an amount which is computed by applying the percentage of the sponsor participation in the SCS financially assisted undertaking to the current fair market value of the property, plus any shipping or interim storage costs incurred.
 - If the sponsor is instructed to otherwise dispose of the property, he shall be reimbursed by the SCS for such costs incurred in its disposition.
- If disposition instructions are not issued within 120 days after reporting, the sponsor shall sell the property and reimburse the

SCS an amount which is computed by applying the percentage of SCS participation in the undertaking to the sales proceeds. Further, the Sponsor shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater for the sponsor's selling and handling expenses.

4. Other Requirements for Nonexpendable Personal Property

The sponsor's property management standards for nonexpendable personal property shall also include the following procedural requirements:

- (a) Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the sponsor reimburses SCS for its share.
- (b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the property in good condition.
- (e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

5. Expendable Personal Property

When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any federal grant purposes, the sponsor may retain the property or sell the property as long as it compensates SCS for its share in the cost. The amount of compensation shall be computed in accordance with 3(a)(2)(ii) above.

6. Intangible Personal Property

- (a) If any program produces patents, partent rights, processes, or inventions, in the course of wok aided by a SCS financial assistance, such fact shall be promptly and fully reported to SCS. The SCS shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery -- including rights under any patent issued thereon--shall be disposed of and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

- (b) Where the SCS financial assistance results in a book or other copyrightable material, the sponsor is free to copyright the work, but SCS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 2 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Property Management Standards and Operation and Maintenance Plans for Sites W-3, ~~W-26~~, ~~W-42~~ and D-20.

Papio Natural Resources District

By John B. Halsted Title Chairman, Papio NRD

This action was authorized at an official meeting of the District named
immediately above on March 10, 1983, at Omaha, Nebr.

Attest [Signature] Title General Manager

United States Department of Agriculture
Soil Conservation Service

By BC Graham ACTING
SHERMAN L. LEWIS
Title State Conservationist

BA these sites not included in the project agreement

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dams covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Dams W-3, ~~W-26~~, ~~W-42~~, and D-20, Papillion Creek Watershed, have been classified by the Soil Conservation Service as class a dams, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dams should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 3 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Property Management Standards and Operation and Maintenance Plans for Site S-4.

Papio Natural Resources District

By Jan B. Halsted Title Chairman, Papio NRD

This action was authorized at an official meeting of the District named immediately above on March 10, 19 83, at Omaha, Nebr.

Attest [Signature] Title General Manager

United States Department of Agriculture
Soil Conservation Service

By BC Haham ACTING
SHERMAN L. LEWIS
Title State Conservationist

11/82

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRD's have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRD's income also will rise with the appreciation of real property.

The cost of maintaining the improvement in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from year to year.

The Papio NRD, as owner, is responsible for the structure, S-4 covered by this O&M plan in Papillion Creek Watershed. Although the structure designed by the Soil Conservation Service is based on the best available technical knowledge, it must be recognized it needs to be inspected periodically and operated and maintained properly.

The improvement should be inspected initially after the first growing season then annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbooks for Projects, dated May 1971. These Appendix items are listed on pages A-1 through A-4 and are as follows: B-1a, B-1b, B-2a, B-2b, B-2c, B-2g, B-4b, B-4c, B-4d.

PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Soil Conservation Service or acquired in whole or in part with SCS funds. Sponsors are responsible for observing the standards set forth herein. Sponsors are authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.

2. Definitions:

(a) Real property. Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

(b) Personal property. Personal property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.

(c) Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.

(d) Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.

(e) Excess property. Excess property means property under the control of any grantee which, as determined by the head thereof, is no longer required for its needs or discharge of its responsibilities.

(f) Acquisition cost of purchased nonexpendable personal property. Acquisition cost of an item of purchased nonexpendable personal property means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

3. Use and Disposition of Real Property.

a. Title to real property shall vest in the sponsor subject to the condition that the sponsor shall use the real property as long as needed for the purpose for which it was acquired and in accordance with the O&M agreement.

b. The sponsor shall obtain approval by SCS for the use of the real property in other projects when the sponsor determines that the property is no longer needed for the original purposes.

c. When the real property is no longer needed as provided in a and b above, the sponsor shall request disposition instructions from SCS or its successor Federal agency.

4. SCS owned nonexpendable personal property. Title to SCS owned property remains vested in SCS. Sponsors shall submit annually an inventory listing of SCS owned property in their custody to SCS. Upon completion of the agreement or when the property is no longer needed, the sponsor shall report the property to SCS for further utilization.

5. Other nonexpendable property. When other nonexpendable tangible property is acquired by a sponsor with project funds title shall vest in the sponsor subject to the following conditions:

a. Right to transfer title. For items of nonexpendable personal property having a unit acquisition cost of \$1,000 or more, SCS reserves the right to transfer the title to SCS or to a third party named by SCS when such third party is otherwise eligible under existing statutes. Such reservation shall be subject to the following standards:

(1) The property shall be appropriately identified or otherwise made known to the sponsor in writing.

(2) SCS shall issue disposition instructions within 120 calendar days after the end of the project for which it was acquired. If SCS fails to issue disposition instructions within the 120 calendar-day period, the sponsor shall apply the standards of subparagraph 5b and 5c as appropriate.

(3) When SCS exercises its right to take title, the personal property shall be subject to the provisions for SCS owned nonexpendable property discussed in paragraph 4, above.

(4) When title is transferred either to SCS or to a third party, the provisions of subparagraph 5c(2)(ii) should be followed.

b. Use of other tangible nonexpendable property for which the sponsor has title.

(1) The sponsor shall use the property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original project or program, the sponsor shall use the property in connection with its other Federally sponsored activities, in the following order of priority:

(a) Activities sponsored by SCS.

(b) Activities sponsored by other Federal agencies.

(2) Shared use. During the time that nonexpendable personal property is held for use on the project or program for which it was acquired, the sponsor shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the property was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by SCS; second preference shall be given to other projects or programs sponsored by other Federal agencies. If the property is owned by SCS, use on other activities not sponsored by the Federal government shall be permissible if authorized in writing by the State Conservationist.

c. Disposition of other nonexpendable property. When the sponsor no longer needs the property as provided in 5b above, the property may be used for other activities in accordance with the following standards:

(1) Nonexpendable property with a unit acquisition cost of less than \$1,000. The sponsor may use the property for other activities without reimbursement to SCS or sell the property and retain the proceeds.

(2) Nonexpendable personal property with a unit acquisition cost of \$1,000 or more. The sponsor may retain the property for other uses provided that compensation is made to SCS or its successor. The amount of compensation shall be computed by applying the percentage of SCS participation in the cost of the original project or program to the current fair market value property. If the sponsor has no need for the property and the property has further use value, the sponsor shall request disposition instructions from SCS.

The SCS shall determine whether the property can be used to meet SCS's requirements. SCS shall issue instructions to the sponsor no later than 120 days after the grantee request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the sponsor's request, the sponsor shall sell the property and reimburse SCS an amount computed by applying to the sales proceeds the percentage of SCS participation in the cost of the original project or program. However, the sponsor shall be permitted to deduct and retain from SCS's share \$100 or ten percent of the proceeds, whichever is greater, for the sponsor's selling and handling expenses.

(ii) If the sponsor is instructed to ship the property elsewhere, the sponsor shall be reimbursed by SCS with an amount which is computed by applying the percentage of the sponsor participation in the cost of the original grant project or program to the current fair market value of the property, plus any reasonable shipping interim storage costs incurred.

(iii) If the sponsor is instructed to otherwise dispose of the property, the sponsor shall be reimbursed by SCS for such costs incurred in its disposition.

d. Property management standards for nonexpendable property. The sponsor's property management standards for nonexpendable personal property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and shall include:

- (a) A description of the property.
- (b) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
- (c) Source of the property including agreement number.
- (d) Whether title vests in the Sponsor or SCS.

(e) Acquisition date (or date received, if the property was furnished by SCS) and cost.

(f) Percentage (at the end of the budget year) of SCS participation in the cost of the project or program for which the property was acquired (not applicable to property furnished by SCS).

(g) Location, use and condition of the property and the date the information was reported.

(h) Unit acquisition cost.

(i) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a sponsor compensates SCS for its share.

(2) Property owned by SCS must be marked to indicate SCS ownership.

(3) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The sponsor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft of nonexpendable property shall be investigated and fully documented; if the property was owned by SCS, the sponsor shall promptly notify SCS.

(5) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(6) Where the sponsor is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.

6. Expendable personal property. Title to expendable personal property shall vest in the sponsor upon acquisition. If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the agreement and if the property is not needed for any other Federally sponsored project or program, the sponsor shall retain the property for use on nonfederally sponsored activities, or sell it, but must in either case, compensate SCS for its share. The amount of compensation shall be computed in the same manner as nonexpendable personal property.

7. Intangible property:

a. Inventions and patents. If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by SCS, such fact shall be promptly and fully reported to SCS. Unless there is a prior agreement between

the sponsor and SCS on disposition of such items, SCS shall determine whether protection on the invention or discovery shall be sought. SCS will also determine how the rights in the invention or discovery, including rights under any patent issued thereon, shall be allocated and administrated in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

b. Copyrights. Except as otherwise provided in the terms and conditions of the agreement, the author or the sponsor is free to copyright any books, publications, or other copyrightable materials developed in the course of or under an agreement, but SCS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.



United States
Department of
Agriculture

Soil
Conservation
Service

Federal Building, Room 345
100 Centennial Mall North
Lincoln, NE 68508-3866

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 4 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance agreement between Papio Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Sites D-3, D-4 and D-15A, Papillion Creek Watershed.

Name of District Papio Natural Resources District

By *[Signature]*

Date 5-30-85

This action was authorized at an official meeting of the District named immediately above on MARCH 07, 1985 at OMAHA, NE.

Attest *[Signature]*

Title SPECIAL projects coord.

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By *[Signature]*

SHERMAN L. LEWIS

Title State Conservationist

Date JUN 12 1985



The Soil Conservation Service
is an agency of the
United States Department of Agriculture



Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dam covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Dam D-4, Papillion Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

This structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.

August 24, 1981

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dams covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Dams D-3 Papillion Creek Watershed, have been classified by the Soil Conservation Service as class a dams, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dams should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dams covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Dam D-15A Papio Watershed, have been classified by the Soil Conservation Service as class a dams, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dams should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time if drawdown facilities are provided.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.

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UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 5 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Structure D-18, Papillion Creek Watershed.

Name of District: Papio Natural Resources District

By [Signature] Title GENERAL MANAGER

This action was authorized at an official meeting of the District named immediately above on September 08, 1983, at Omaha.

Attest [Signature] Title SPECIAL PROJECTS COORDINATOR

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By [Signature] ACTING
RON E. HENDRICKS
Title State Conservationist
Date NOV 15 1989

6/21/88
(Date)

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dams covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Grade Stabilization Structure D-18, Papio Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dams should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1c, B-1d, B-1e, B-2b, B-2g, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

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UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 6 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio-Missouri River Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Structures S-6 and W-26, Papillion Creek Watershed.

Name of District: Papio-Missouri River Natural Resources District

By Marlin J. Petermann Title Assistant General Manager
This action was authorized at an official meeting of the District named
immediately above on November 09, 1989, at Omaha, Ne.,
Attest Nick O'Brien Title Special Projects Coordinator

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By Ron E. Hendricks **ACTING**
Title State Conservationist
Date NOV 15 1989

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structure in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio NRD, as owner, is responsible for the dam covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Dam W-26, Papio Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Page A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriate water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.

February 1, 1988

Structure I.D.: S-6, Papillion Creek Watershed

Owner: Papio Natural
Resources District

The dam has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction. The Department of Water Resources, State of Nebraska, presently has a policy of making an engineering inspection at least every five years of every dam in the state.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects date May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-3, A-5, B-1a, B-1a, B-1b, B-1d, B-3a, B-3c, B-3f, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures should be tested for continuity periodically. The SCS will provide assistance upon request.



United States
Department of
Agriculture

Soil
Conservation
Service

Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 7 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio-Missouri River Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Sites D-15B, Papillion Creek Watershed.

Name of District: PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

By *Steve L. Olson* Title GENERAL MANAGER

This action was authorized at an official meeting of the District named immediately above on September 8th, 1983, at OMAHA, NEBRASKA.

Attest *Mark Chubbuck* Title Construction Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By *Donald A. Webster* **ACTING**

Title State Conservationist

Date JUN 11 1983



An Equal Opportunity Employer

Date November 23, 1992

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio-Missouri River NRD, as owner, is responsible for the dam covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Structure D-15B, Papio Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4a, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.



United States
Department of
Agriculture

Soil
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Lincoln, NE 68508-3866

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 8 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio-Missouri River Natural Resources District and the Soil Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Site W-42, Papillion Creek Watershed.

Name of District: PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

By *W. J. Oltman* Title GENERAL MANAGER

This action was authorized at an official meeting of the District named
immediately above on September 8th, 1983, at
Omaha, Ne.

Attest *Ralph Guls* Title Land & Water Programs Coordinator

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By *Michael S. Waters, actg.*

Title State Conservationist

Date JUN 30 1993

so



An Equal Opportunity Employer

Date: September 3, 1992

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio-Missouri NRD, as owner, is responsible for the dam covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Structure W-42, Papillion Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-1e, B-3a, B-3b, B-3c, B-3e, B-3f, B-4a, B-4b, B-4c, B-1d, B-4d, B-4e, B-4g, B-4i, B-4m.

This structure is designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.



United States
Department of
Agriculture

Natural
Resources
Conservation
Service

Nebraska NRCS State Office
Federal Building, Room 152
100 Centennial Mall North
Lincoln, NE 68508-3866

August 9, 1996

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 9 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio-Missouri River Natural Resources District and the Natural Resources Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Site D-17, Papillion Creek Watershed.

Name of District: PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

By *[Signature]*

Title GENERAL MANAGER

This action was authorized at an official meeting of the District named immediately above on Sept. 8, 1993, at

Omaha, Nebraska

Attest *[Signature]*

Title Land and Water Programs Coordinator

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By *[Signature]*

Title State Conservationist

Date September 20, 1996

Date November 12, 1992

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio-Missouri River NRD, as owner, is responsible for the dam covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Structure D-17, Papillion Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-3a, B-3b, B-3c, B-3f, B-4a, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

All of the structures are designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.



United States
Department of
Agriculture

Natural
Resources
Conservation
Service

Nebraska NRCS State Office
Federal Building, Room 152
100 Centennial Mail North
Lincoln, NE 68508-3866

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AMENDMENT NO. 10 TO OPERATION AND MAINTENANCE AGREEMENT

The Operation and Maintenance Agreement between the Papio-Missouri River Natural Resources District and the Natural Resources Conservation Service, dated June 25, 1969, is hereby amended to include the attached Operation and Maintenance Plan for Site W-15, Papillion Creek Watershed.

Name of District: PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

By [Signature]

Title GENERAL MANAGER

This action was authorized at an official meeting of the District named immediately above on June 25, 1969, at

Omaha, NE

Attest [Signature]

Title Land & Water Program Coordinator

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By [Signature] ^{Acting}

Title State Conservationist

Date August 6, 1997

June 23, 1992

(date)

Operation and Maintenance Plan

Operation and Maintenance is addressed in the Watershed Work Plan as a responsibility of the sponsoring local organization. NRDs have as a source of funding a mill levy against real property. It is recognized that Operations and Maintenance costs will rise with inflation, but the NRDs' income also will rise with the appreciation of real property.

The cost of maintaining the structures in a project is included in the Work Plan. There is no breakdown of the cost of maintaining an individual structure, since this will vary widely from structure to structure and year to year.

All structures have been assigned an economic life in the Work Plan. Hopefully, Operation and Maintenance and minor repair might extend the useful life of the project beyond the assigned economic life.

The Papio-Missouri River NRD, as owner, is responsible for the dam covered by this O&M plan. Although dams designed by the Soil Conservation Service are based on the best available technical knowledge, it must be recognized that any dam creates some risk and, therefore, needs to be inspected periodically and operated and maintained properly.

Structure W-15, Papillion Creek Watershed, has been classified by the Soil Conservation Service as a class a dam, which means that in case of failure, damage would be limited to farm buildings, agricultural land, or township and county roads. If additional development occurs downstream of the dam, a potentially more hazardous condition could be created if such development is not properly considered in relation to the dam.

The dam should be inspected during or immediately after initial filling of the reservoir; annually during the first three years after construction; after major storms, earthquakes, or other occurrences; and at least once every two years following the initial three-year period. In addition, a detailed engineering inspection should be conducted at least once every five years following construction.

Specific attention should be given to the following items in the Operation and Maintenance Handbook for Projects, dated May 1971. These Appendix items are listed on Pages A-1 through A-4 and are as follows: A-1, A-3, A-5, B-1a, B-1b, B-1d, B-1e, B-3a, B-3b, B-3c, B-3e, B-3f, B-4a, B-4b, B-4c, B-4d, B-4e, B-4g, B-4i, B-4m.

The structure is designed to pass flow through the principal spillway at the conservation pool elevation. This flow is unregulated. A call for administration of appropriated water may require the regulation of outflow below the conservation pool elevation for short seasonal periods of time.

Cathodic protection measures will be tested for continuity once in the first year after installation and then every five years thereafter.



THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

DCEN 1
Douglas County Engineer

CHECK NUMBER

RETURN TO: Douglas County Engineer, c/o Dan Kutlick, 15505 West Maple Road, Omaha, Nebraska 68116-5173

WARRANTY DEED - LIMITED PARTNERSHIP

PROJECT: SP-2014(04) C.N.: NA TRACT: 2

KNOW ALL MEN BY THESE PRESENTS:

THAT BUNZ FAMILY LIMITED PARTNERSHIP dated December 30, 1997

hereinafter known as the GRANTOR, whether one or more, for and in consideration of the sum of EIGHT HUNDRED FORTY THOUSAND and NO/100 DOLLARS (\$840,000.00), in hand paid, do hereby grant, bargain, sell, convey, and confirm unto DOUGLAS COUNTY, NEBRASKA, hereinafter known as the GRANTEE, the following described real estate, situated in Douglas County, and State of Nebraska, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments, and Appurtenances thereunto belonging, unto the GRANTEE, and to its successors and assigns forever.

And the GRANTOR does hereby covenant with the GRANTEE, and with its successors and assigns, that the GRANTOR is lawfully seized of said premises; that they are free from encumbrance; that the GRANTOR has good right and lawful authority to sell the same; and the GRANTOR does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Signed this 27th day of NOVEMBER, 2019.

INDIVIDUAL and/or PARTNERSHIP

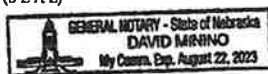
Brent Bunz
Brent Bunz-Managing Partner

LIMITED PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 27th day of NOVEMBER, 2019, before me, a General Notary Public, duly commissioned and qualified, personally came Brent Bunz-Managing Partner, Bunz Family Limited Partnership dated December 30, 1997 to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as GRANTOR(S) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written
(SEAL)



David Mirino
NOTARY PUBLIC

EXHIBIT "A"

TRACT 2
PARCEL 2A
LAND ACQUISITION

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼), THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TEN (10), TOWNSHIP SIXTEEN (16) NORTH, RANGE ELEVEN (11) EAST OF THE 6TH P.M. ALL IN DOUGLAS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TEN (10); THENCE N89°39'12"E (ASSUMED BEARING) ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TEN (10), A DISTANCE OF 258.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID NORTH LINE N89°39'12"E, A DISTANCE OF 598.13 FEET; THENCE S27°57'27"E, A DISTANCE OF 210.55 FEET; THENCE S58°40'30"E, A DISTANCE OF 377.76 FEET; THENCE S28°25'14"E, A DISTANCE OF 237.58 FEET; THENCE S55°33'27"E, A DISTANCE OF 207.67 FEET; THENCE S44°04'24"E, A DISTANCE OF 152.37 FEET TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 198.00 FEET, A CHORD BEARING OF S89°45'07"E, A CHORD DISTANCE OF 283.31 FEET AND AN ARC DISTANCE OF 315.71 FEET TO A POINT OF TANGENT; THENCE N44°11'58"E, A DISTANCE OF 442.60 FEET; THENCE N27°34'44"E, A DISTANCE OF 113.07 FEET; THENCE N14°15'55"E, A DISTANCE OF 281.97 FEET; THENCE N48°46'34"E, A DISTANCE OF 210.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TEN (10); THENCE ON SAID NORTH LINE N89°39'12"E, A DISTANCE OF 107.18 FEET TO THE NORTHEAST (NE) CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TEN (10); THENCE ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION TEN (10) S00°13'57"E, A DISTANCE OF 249.94 FEET; THENCE S31°23'22"W, A DISTANCE OF 233.97 FEET; THENCE S12°16'06"W, A DISTANCE OF 102.43 FEET; THENCE S21°18'15"W, A DISTANCE OF 420.60 FEET; THENCE S08°47'20"E, A DISTANCE OF 257.19 FEET; THENCE S44°41'16"W, A DISTANCE OF 153.34 FEET; THENCE S89°45'55"W ON THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED, FILED DECEMBER 10, 2014 AS INSTRUMENT NUMBER 2014096034 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA AND ALSO THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED FILED SEPTEMBER 27, 2016 AS INSTRUMENT NUMBER 2016079993 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA, A DISTANCE OF 224.81 FEET; THENCE S00°13'56"E ON THE WEST LINE OF SAID PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED FILED SEPTEMBER 27, 2016 AS INSTRUMENT NUMBER 2016079993 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA, A DISTANCE OF 784.14 FEET TO THE CENTERLINE OF THE PAPIO CREEK AS

EXHIBIT "A"

DESCRIBED IN QUITCLAIM DEED, FILED DECEMBER 4, 2008 AS INSTRUMENT
NUMBER 2008115341 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA;
THENCE ON SAID CENTERLINE FOR THE FOLLOWING SEVEN (7) COURSES;
THENCE N68°08'57"W, A DISTANCE OF 43.19 FEET; THENCE N47°18'40"W, A
DISTANCE OF 840.18 FEET; THENCE N50°38'09"W, A DISTANCE OF 372.34 FEET;
THENCE N40°52'20"W, A DISTANCE OF 366.65 FEET; THENCE N34°38'56"W, A
DISTANCE OF 366.47 FEET; THENCE N26°42'29"W, A DISTANCE OF 711.52 FEET;
THENCE N66°28'35"W, A DISTANCE OF 98.17 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 1,830,211 SQUARE FEET (42.015) ACRES MORE OR LESS.