

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Interlocal Cooperation Agreement with Sanitary and Improvement District No. 564 of Douglas County for the Transfer of Papillion Creek PL 566 Watershed Structure Site D-15B

DATE: November 18, 2021

Papillion Creek PL 566 Watershed Structure Site D-15B (Papio D-15B) was designed by Nebraska NRCS and constructed in 1993, near 192nd Street and Howard Street in Douglas County, Nebraska. The structure was constructed as a grade stabilization structure under the NRCS PL566 program. The NRCS designed and built the earthen dam and the Papio-Missouri River Natural Resources District (Papio-MRNRD) acquired the necessary land rights (permanent easements) and agreed to operate and maintain the structure.

Papio D-15B features:

1. Drainage Area = 201 acres
2. Conservation Pool (at riser crest) = 1.61 acres; 6.29 acre-ft.
3. Flood Pool (at aux. spillway crest) = 3.72 acres; 23.08 acre-ft.
4. Structure Height = 24 ft.
5. Principal Spillway = 30" diameter corrugated metal (CM) riser and 24" diameter corrugated metal barrel

The Papio D-15B structure was built when the area was agricultural (cropland) in nature and design was based on an agricultural-type watershed. The watershed has rapidly changed from an agricultural to an urbanized setting with residences immediately downstream and a mix of commercial and residential planned for the area upstream of the structure in the near future.

There is a current Interlocal Cooperation Agreement between Sanitary Improvement District No. 564 (SID 564) of Douglas County, NE (landowner of the site) to use the Papio D-15B pool as a sediment detention pond for the SID residential development. SID 564 has now proposed to enlarge the Papio D-15B pond to meet current urban stormwater quality and quantity regulatory requirements for their development. They plan to dredge the pond to provide sediment storage (currently has 1 to 2 ft. of water depth due to siltation over the past 28 years) and replace corrugated metal principal spillway with a new 8 ft x 12 ft concrete outlet structure and 72 inch diameter reinforced concrete outlet pipe (RCP) for larger drainage basin and current hydrology of basin. The riser crest elevation and grade control drainageway will remain as is.

Advantages of Proposed Site Changes for NRCS and Papio-MRNRD

1. New concrete principal spillway planned vs. 28-year-old corrugated metal spillway. Corrugated metal pipe has a 40 to 50 year design life; concrete has a 100 year design life. The structure will be updated for an urbanized setting hydrology. This work will be done at SID expense vs. NRCS and Papio-MRNRD expense, saving NRCS and P-MRNRD future rehabilitation costs due to undersized spillway in urban setting and need to replace a deteriorated metal pipe.
2. SID will periodically clean out sediment as per City of Omaha stormwater regulations at their expense. In addition, Omaha regulations would require the SID to maintain the site.

The NRCS has agreed to complete federal interest in the Papio D-15B site, as SID 564 will update and maintain the site into the future in the urban setting. A transfer of the Papio D-15B site will benefit the Papio-MRNRD and SID residents due to the improvement of the site to urban setting dam standards.

Management recommends that the Programs, Projects, and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the Proposed Interlocal Cooperation Agreement with Sanitary and Improvement District No. 564 of Douglas County for the Transfer of Papillion Creek PL 566 Watershed Structure Site D-15B to SID 564, contingent on Nebraska NRCS approval of Completion of Federal Interest, subject to Agreement changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

PAPIO CREEK WATERSHED
STRUCTURE D-15B

DODGE ST.

192nd Street

HARNEY ST.

D-15 B
DAM

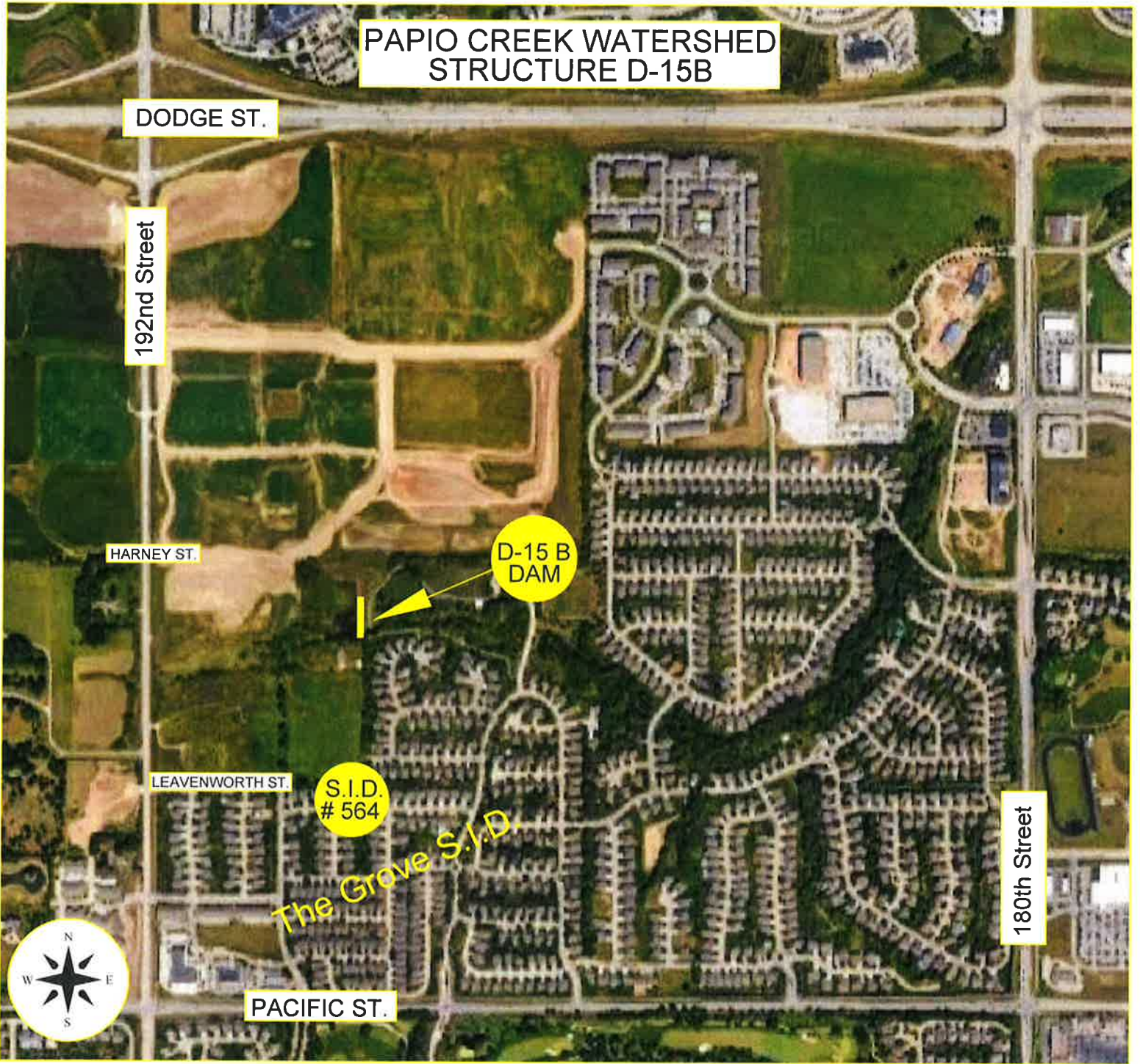
LEAVENWORTH ST.

S.I.D.
564

The Grove S.I.D.

180th Street

PACIFIC ST.



INTERLOCAL COOPERATION AGREEMENT

Between

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

And

**SANITARY AND IMPROVEMENT DISTRICT NO. 564 OF DOUGLAS
COUNTY, NEBRASKA**

For

**THE TRANSFER OF PAPIILLION CREEK PL 566 WATERSHED
STRUCTURE SITE D-15B**

THIS AGREEMENT (hereinafter "**THIS AGREEMENT**") is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (the "**NRD**") and the **SANITARY AND IMPROVEMENT DISTRICT NO. 564 OF DOUGLAS, NEBRASKA** (the "**SID**"), 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, maintenance, repair and inspection of a grade stabilization structure and appurtenances thereof, identified as the Papillion Creek Watershed Structure Site D-15B (the "**D-15B STRUCTURE**"); and

WHEREAS, the NRD acquired right-of-way for the construction, operation, maintenance, repair and inspection of the D-15B STRUCTURE through a number of easements acquired from private landowners in 1993 (collectively, the "**EASEMENTS**"); and

WHEREAS, construction of the D-15B STRUCTURE was completed by the NRCS in 1993 and the NRD has served as the "Sponsor" through an agreement with the NRCS; and

WHEREAS, the NRD and SID entered into an interlocal agreement in 2014 to allocate roles, responsibilities and guidelines for a project that included the construction of the Grove Ridge Development near 192nd and Leavenworth Streets, Douglas County, Nebraska, which included the area adjacent to and including the D-15B STRUCTURE (the “**2014 AGREEMENT**”); and

WHEREAS, part of the construction of the Grove Ridge Development near 192nd and Leavenworth Streets, Douglas County, Nebraska, contemplated in the 2014 AGREEMENT included modification of the dam inlet riser and grading, maintenance, operation and management of Papillion Creek PL 556 Watershed Structure D-15B pond, including flood pool and permanent pool to be performed by the SID; and

WHEREAS, as part of the 2014 AGREEMENT, the NRD agreed to continue to serve as the “Sponsor” for the D-15B STRUCTURE to permanently operate, maintain, repair, replace, manage and regulate the D-15B STRUCTURE dam, emergency spillway and observation well; and

WHEREAS, many of the improvements contemplated in the 2014 AGREEMENT were not completed and the SID has offered a redesign of the area, including the modification of the D-15B STRUCTURE; and

WHEREAS, the NRD desires to relinquish its obligations as the “Sponsor” for the D-15B STRUCTURE and remove the D-15B STRUCTURE from the NRCS program; and

WHEREAS, NRCS has approved the removal of the D-15B STRUCTURE from the NRCS program subject to certain assurances that the modified D-15B STRUCTURE continues to be operated, maintained, and repaired in accordance with local applicable regulations and ordinances; and

WHEREAS, SID agrees to operate, maintain and repair the modified D-15B STRUCTURE in accordance with local applicable regulations and ordinances, subject to the terms and conditions, contained herein.

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 SID 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. **TERMINATION OF THE 2014 AGREEMENT.** The parties acknowledge and agree that the 2014 Agreement previously executed is terminated and no longer binding.

4. **NRD'S RELEASE OF RESPONSIBILITY.** Upon the execution of this Agreement and NRCS's approval of the same, the NRD shall be released of all obligations (including operation and maintenance) for the D-15B STRUCTURE and the NRD shall cease to be the "Sponsor" of the D-15B STRUCTURE.

5. **ASSIGNMENT OF EASEMENTS.** The NRD shall execute an assignment of EASEMENTS granting it rights to construct, operate, inspect and maintain the D-15B STRUCTURE, attached hereto as Exhibit A (the "**ASSIGNMENT OF EASEMENTS**"). The NRD shall record the original ASSIGNMENT OF EASEMENT with the Register of Deeds, Douglas County, Nebraska, within five (5) business days after the receipt of the NRCS RELEASE, as defined below, and provide copies of the recorded ASSIGNMENT OF EASEMENT to the SID and NRCS.

6. **NRCS RELEASE.** Upon the NRCS receiving a fully-executed copy of this Agreement, the NRCS will issue a written notice that the D-15B STRUCTURE is no longer part of the NRCS Program (the "**NRCS RELEASE**"). The NRCS RELEASE will provide the NRD and the SID written acknowledgment that the NRD is released of all operation and maintenance obligations for the D-15B STRUCTURE and the D-15B STRUCTURE is no longer part of the NRCS Program.

7. **INDEMNIFICATION.**

A. The SID 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-15B STRUCTURE, except for those arising from the operations and maintenance of the D-15B STRUCTURE before the NRCS RELEASE or otherwise caused by the sole negligence or willful conduct of NRD employees.

B. The NRD shall indemnify the SID and hold the SID 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-15B STRUCTURE which arose prior to the NRCS RELEASE, except those caused by the sole negligence or willful conduct of the SID and its agents.

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.

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.

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 SANITARY AND IMPROVEMENT DISTRICT NO. 564, DOUGLAS COUNTY, NEBRASKA has executed THIS AGREEMENT on _____, 2021.

**SANITARY AND IMPROVEMENT DISTRICT
NO. 564, DOUGLAS COUNTY, NEBRASKA**

By _____

Printed Name: _____

Title: _____

The NRD has executed THIS AGREEMENT on _____, 2021.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

EXHIBIT "A"

ASSIGNMENT OF EASEMENT

WHEN RECORDED RETURN TO:

Attn: _____

ASSIGNMENT OF EASEMENTS

This Assignment of Easements ("Assignment"), is made as of _____, by and between Papio-Missouri River Natural Resources District, a Nebraska political subdivision, ("Assignor"), and Sanitary and Improvement District No. 564 of Douglas, Nebraska, a Nebraska political subdivision ("Assignee").

WHEREAS, Assignor and Assign signed that certain "Interlocal Agreement" dated as of _____ (the "Interlocal Agreement"), which Agreement contemplates the conveyance of certain permanent easement rights, including, without limitation, the easements lying, being, and situate in the County of Douglas and State of Nebraska.

WHEREAS, the Assignor has certain permanent easement rights through the following instruments recorded with the Register of Deeds, Douglas County, Nebraska (collectively, the "Easements"): (1) Easement Site D-15-B Papillion Creek Watershed Project – Tract 1, recorded June 14, 1993 in Book 1078 at Page 63; (2) Easement Site D-15-B Papillion Creek Watershed Project – Tract 2, recorded June 14, 1993 in Book 1078 at Page 67; (3) Easement Site D-15-B Papillion Creek Watershed Project – Tract 3, recorded June 14, 1993 in Book 1078 at Page 73; and (4) Easement Site D-15-B Papillion Creek Watershed Project – Tract 4, recorded June 14, 1993 in Book 1078 at Page 81. Copies of the Easements are attached hereto as **Exhibit A**;

NOW, THEREFORE, pursuant and subject to the terms of the Interlocal Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's rights, title, duties, obligations and interest in and to the Easements to Assignee, and Assignee hereby accepts such assignment and hereby assumes and agrees to be bound by the Easements including all rights and liabilities of Assignor thereunder from and after the date of this Assignment and to perform all duties and obligations of Assignor under the Easements from and after the date of this Assignment.

2. Assignor and Assignee agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Assignment.

3. This Assignment is being delivered pursuant to the Interlocal Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the Interlocal Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Interlocal Agreement, the terms of the Interlocal Agreement will govern.

4. This Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

5. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

**SANITARY AND IMPROVEMENT DISTRICT
NO. 564, DOUGLAS COUNTY, NEBRASKA**

By _____
Printed Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ as _____, on behalf of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public Signature

My Commission Expires:

[SEAL]

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ as _____, on behalf of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public Signature

My Commission Expires:

[SEAL]

EXHIBIT A to Assignment

[Attached]

BOOK 1078 PAGE 63

①

REC'D
JUN 14 2 05 PM '99
GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

LM 15834 1078 20-15-11 KP
CASH BK R FB 01-60000
TYPE MISC PG 63-66 C/O COMP SCAN
FEE 20.00 OF MISC LEGL PG 63 MC FV

205u

PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
EASEMENT
SITE D-15-B PAPIILLION CREEK WATERSHED PROJECT

Tract 1

ARTHUR L. FLETCHER AND JEAN FLETCHER (hereinafter referred to as "the GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE") to the GRANTOR, the receipt of which by the GRANTOR is hereby acknowledged, does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon and use

a tract of land in the North Half of the Northwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 5.2 acres, more or less, identified as Tract 1 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference

(hereinafter referred to as "the Easement Area") for the purpose of and in connection with the construction, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery, the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure, and the right of the GRANTEE to construct and maintain fences enclosing such portions of the Easement Area as the GRANTEE determines necessary for public safety or preservation of the GRANTEE'S improvements.

The rights and privileges herein granted shall be subject to the following terms and conditions:

- (1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the GRANTEE'S exercise of any of the rights or privileges herein described or granted. The

Exhibit A

BOOK 1078 PAGE 64

GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended.

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privileges herein granted.

(3) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

(4) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(6) This easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 24 day of May, 1993.

Arthur L. Fletcher
ARTHUR L. FLETCHER

Jean Fletcher
JEAN FLETCHER

- 2 -

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this
24 day of May, 1993 by the above-named
Arthur L. Fletcher and Jean Fletcher, husband and wife.

E. Marie Witt
Notary Public



PAK21130.TR1

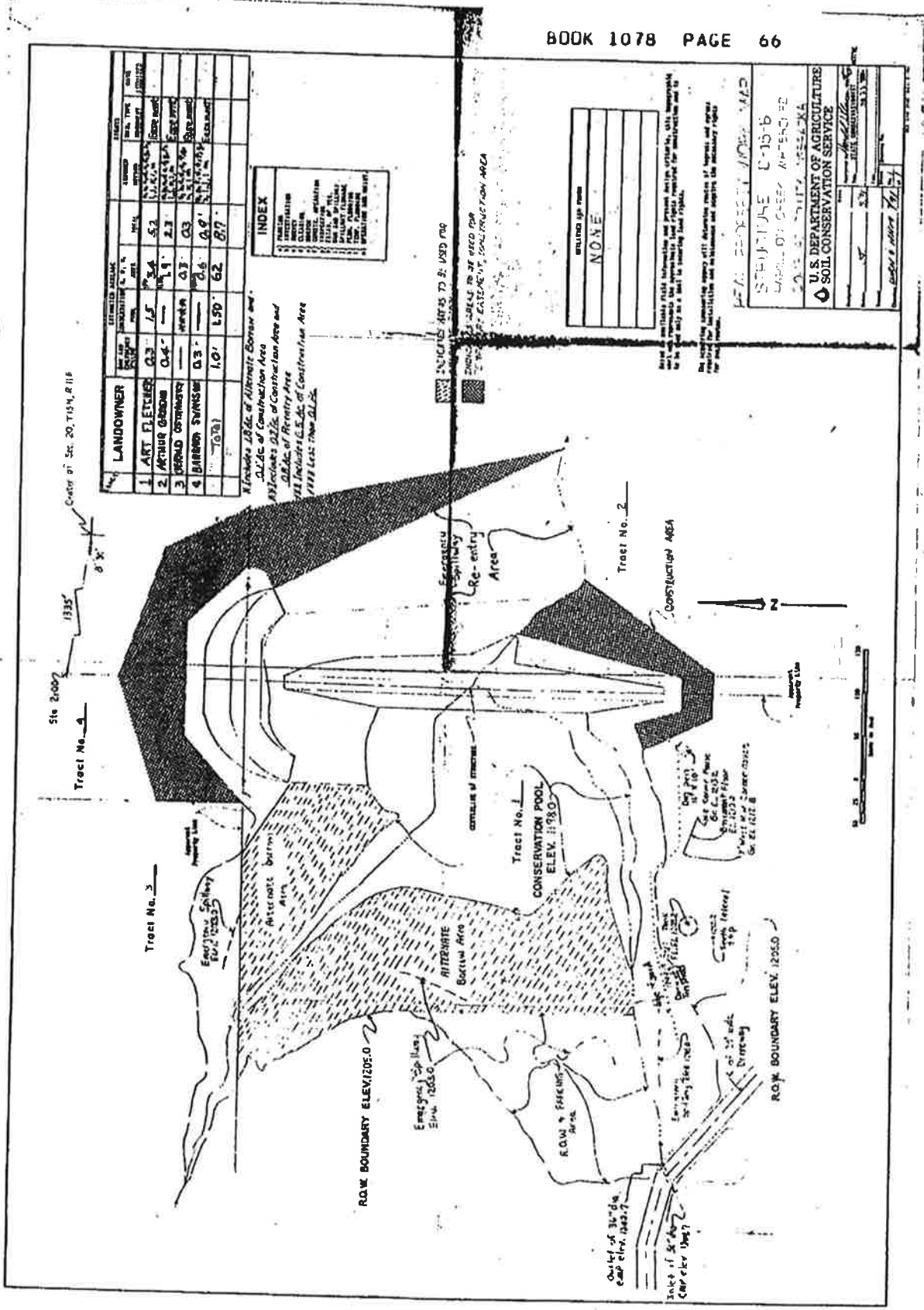
**PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**



8901 S. 154th St.
Omaha, NE 68138-3621
Fax 402-895-6543 Office 402-444-6222
Home 402-234-4176

Ralph Puls - Land and Water Programs Coordinator

EXHIBIT "A"



RECORDED
JUN 14 2 05 PM '93
GEORGE J. ...
REGISTERED ...
DOUGLAS COUNTY, NE

UM 15835 1078 R 20-15-11 FB 01-100000
CASH BK PG 67-70 C/O COMP 8 SCAN
FEE 20% OF MISC LEGL PG 67 MCF FV

File: 502
Site
D-15-B,

705c

8

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
EASEMENT
SITE D-15-B PAPIILLION CREEK WATERSHED PROJECT

Tract 2

ARTHUR M. GREENE (hereinafter referred to as "the GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE") to the GRANTOR, the receipt of which by the GRANTOR is hereby acknowledged, does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon and use

^{NE 4W}
a tract of land in the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, consisting of 2.3 acres, more or less, identified as Tract 2 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference

(hereinafter referred to as "the Easement Area") for the purpose of and in connection with the construction, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery and the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure.

The rights and privileges herein granted shall be subject to the following terms and conditions:

- (1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the GRANTEE's exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE

Return: Papio-Missouri River NRD
8901 S 154th St.
Omaha, Ne. 68138 Attn: R. Pala

may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended.

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privileges herein granted.

(3) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

(4) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(6) This easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 12 day of April, 1993.


ARTHUR M. GREENE

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this
12th day of April, 1993 by the above-named
Arthur M. Greene.



Margaret Cohn
Notary Public

PAK21130.Tr2

W. Dodge Rd.

Papio Creek Watershed
SID 566 Structure

D-15B Location Map

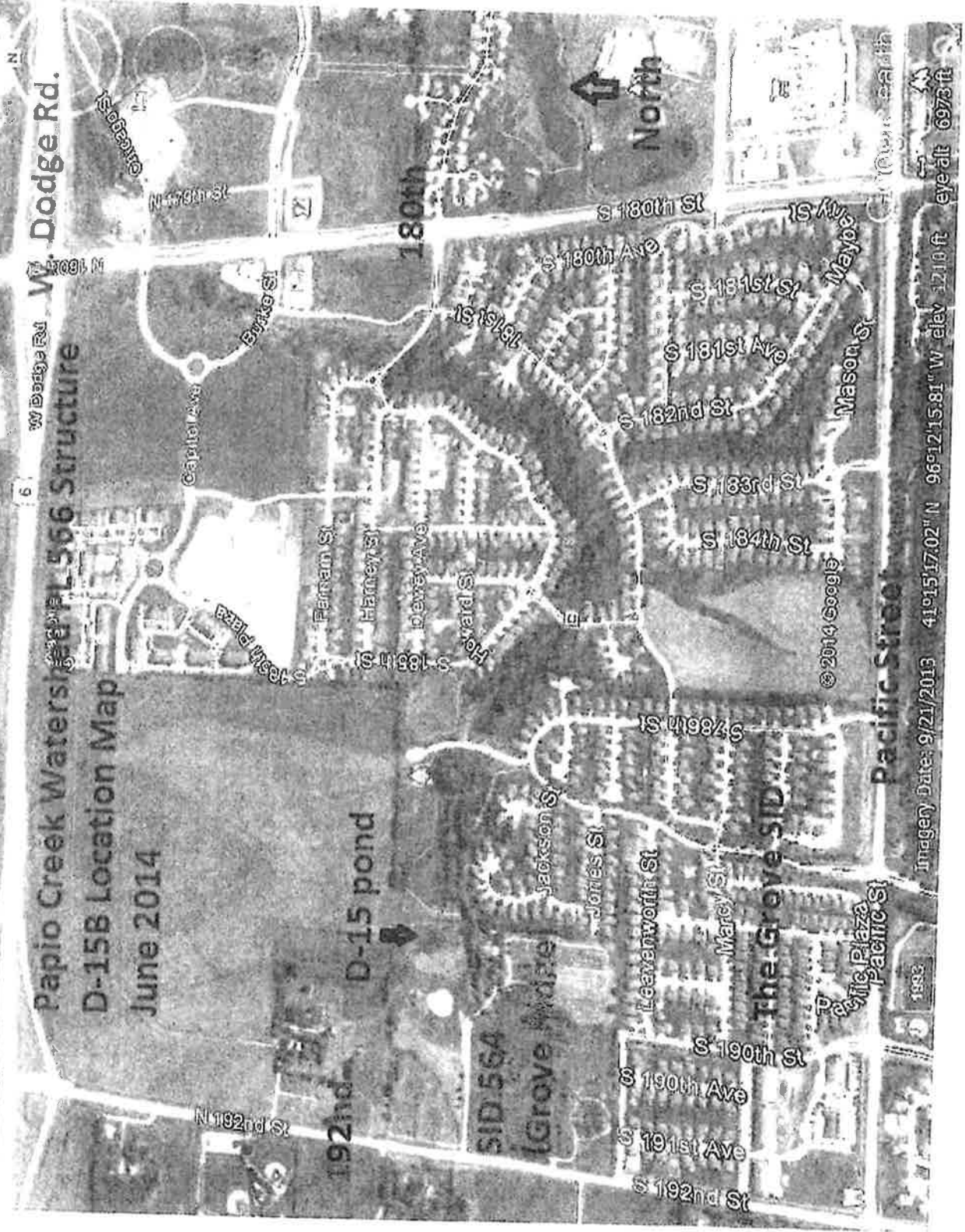
June 2014

D-15 pond

SID 564

The Grove

The Grove SID



Imagery Date: 9/21/2013 41°15'17.02" N 96°12'15.81" W elev 1210 ft eye alt 6973 ft

1993

W

BOOK 1078 PAGE 73

RECORDED

JUN 14 2 05 PM '93

GEORGE J. REGISTER OF DEEDS DOUGLAS COUNTY, NE

UM CASH 15838 BK 1078 R 20-15-1108 FB 01-60000
TYPE MISC PG 73-76 CIO COMP SCAN
FEE 2050 OF MISC LEGL PG 73 MC FV

2050

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
EASEMENT
SITE D-15-B PAPIILLION CREEK WATERSHED PROJECT

Tract 3

JERRY F. OSTRANSKY AND JUDY J. OSTRANSKY (hereinafter referred to as "the GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE") to the GRANTOR, the receipt of which by the GRANTOR is hereby acknowledged, does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon and use

S.W.N.W

a tract of land located in the NW1/4 of Section 20, T15N, R11E of the 6th P.M., Douglas County, Nebraska, consisting of 0.3 acres, more or less, identified as Tract 3 on the tract map attached hereto as Exhibit "A" and incorporated herein by reference,

(hereinafter referred to as "the Easement Area") for the purpose of and in connection with the construction, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have unimpeded ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to have the air space above the grade stabilization structure free from obstruction to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery and the right of the GRANTEE to have lateral and subjacent support for the grade stabilization structure.

The rights and privileges herein granted shall be subject to the following terms and conditions:

(1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the GRANTEE's exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE

Return: Papio-Missouri River NRD
8401 S 154th St.
Omaha, Ne. 68138
Attn: R. Puls

is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended.

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privileges herein granted.

(3) The GRANTOR warrants that it has good and marketable title to the property which is subject to this easement, free and clear of all liens and encumbrances, including current year taxes which the GRANTOR agrees to pay; that the GRANTOR has legal power and lawful authority to convey this permanent easement to the GRANTEE and, that the GRANTOR will defend the GRANTEE'S title to this permanent easement against the lawful claims of all persons.

(4) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(6) This easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

(7) The GRANTOR warrants that no promises, verbal agreements, understandings or inducements, except as may be noted herein, have been made or given by the GRANTEE.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 3 day of June, 1993.

Jerry F. Ostransky

JERRY F. OSTRANSKY

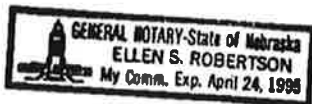
Judy J. Ostransky

JUDY J. OSTRANSKY

BOOK 1078 PAGE 75

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this
3 day of June, 1993 by the above-named
Jerry F. Ostransky and Judy J. Ostransky, husband and wife.



Ellen S. Robertson
Notary Public

PAK21130.tr3

W

BOOK 1078 PAGE 81

RECORD

JUN 14 2 05 PM '93

GEORGE J. ...
REGISTER ...
DOUGLAS COUNTY ...

UM 15840 1078 R 20-15-11 140
CASH BK FB 01-60000
TYPE MISC PG 81-84 C/O COMP 8 SCAN 10
FEE 20.50 OF MISC LEGL PG 81 MC FV

2050

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
PERMANENT EASEMENT
SITE D-15-B PAPPILLION CREEK WATERSHED PROJECT

Tract 4

TRINITY CHURCH, INTERDENOMINATIONAL, a Nebraska corporation, (hereinafter referred to as "the GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE") to the GRANTOR, the receipt of which by the GRANTOR is hereby acknowledged, does hereby grant, convey and release unto the GRANTEE, its successors and assigns, permanent, full and free right, liberty and authority to enter upon and use

NENW
NWNW
SENW
SWNW

A tract of land in the Northwest Quarter of Section 20, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, consisting of 0.3 acres, more or less, more specifically identified as the emergency spillway on Tract 4 of the tract map attached hereto as Exhibit "A" and incorporated herein by reference

(hereinafter referred to as "the Easement Area") for the purpose of and in connection with the construction, operation, maintenance, repair, and inspection of a grade stabilization structure designated as Site D-15-B, in the plans for the Papillion Creek Watershed; for the flowage of waters in, over, upon or through such structure; for the permanent storage and temporary detention, either or both, of any waters and sediment impounded, stored or detained by such structure; and, for the borrow and spoil of earthen materials. This easement also includes the right of the GRANTEE to have ingress and egress over the Easement Area for the purpose of construction, inspection, maintenance, upkeep or repair of the grade stabilization structure, the right of the GRANTEE to control vegetation and insects in the Easement Area, the right of the GRANTEE to utilize the air space above the grade stabilization structure to such height as will permit the unimpeded passage and operation of the GRANTEE's construction, maintenance, and repair machinery, and the right of the GRANTEE to have lateral and adjacent support for the grade stabilization structure.

The rights and privileges herein granted shall be subject to the following terms and conditions:

(1) The consideration recited herein shall constitute payment in full for all damages, except for the destruction of growing crops during construction, sustained by the GRANTOR or its successors and assigns by reason of the GRANTEE's exercise of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEE may have a planned project involving acquisition of this easement and that the GRANTEE may be authorized to use eminent domain for its acquisition, but the GRANTOR further states that it also is aware that the GRANTEE

Return: Papio-Missouri River NRD
89015-154th St.
Omaha, Ne 68138
Attn: R. Puls

BOOK 1078 PAGE 82

is not required by law or by this easement to undertake or perform the project, and the GRANTOR voluntarily waives compliance by the GRANTEE with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended.

(2) There is reserved to the GRANTOR, its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE, its successors and assigns, of the rights and privileges herein granted.

(3) The GRANTOR shall not be responsible for operation or maintenance of the improvements contemplated by this easement.

(4) This easement is subject to the rights and interest of the Omaha Public Power District in an easement covering all or a part of the Easement Area, recorded at Book 488, Page 375, Douglas County Register of Deeds.

(5) With the exception of the GRANTEE'S improvements, no excavation, filling or boring shall be done in the Easement Area without the prior consent of the GRANTEE.

(6) If GRANTEE does not commence construction of the proposed grade stabilization structure within two (2) years of the date of this easement, the easement shall by its own terms expire and any and all interests of GRANTEE in the Easement Area shall revert to the GRANTOR.

(7) This easement shall not pass, nor shall the same be construed to pass, to the GRANTEE any fee simple interest or title to any land of the GRANTOR.

IN WITNESS WHEREOF the GRANTOR has executed this instrument on the 10th day of June, 1993.

TRINITY CHURCH INTERDENOMINATIONAL,
a Nebraska Corporation

By: 

- 2 -

BOOK 1078 PAGE 83

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS.

On this 15th day of June, 1993, before me, a Notary Public, personally came Delbert Dale President of TRINITY CHURCH, INTERDENOMINATIONAL, a Nebraska Corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Martin P. Cleveland
Notary Public

pak30607.pe4

Center of Sec. 20 T15N R1E
1335'
8" 20"

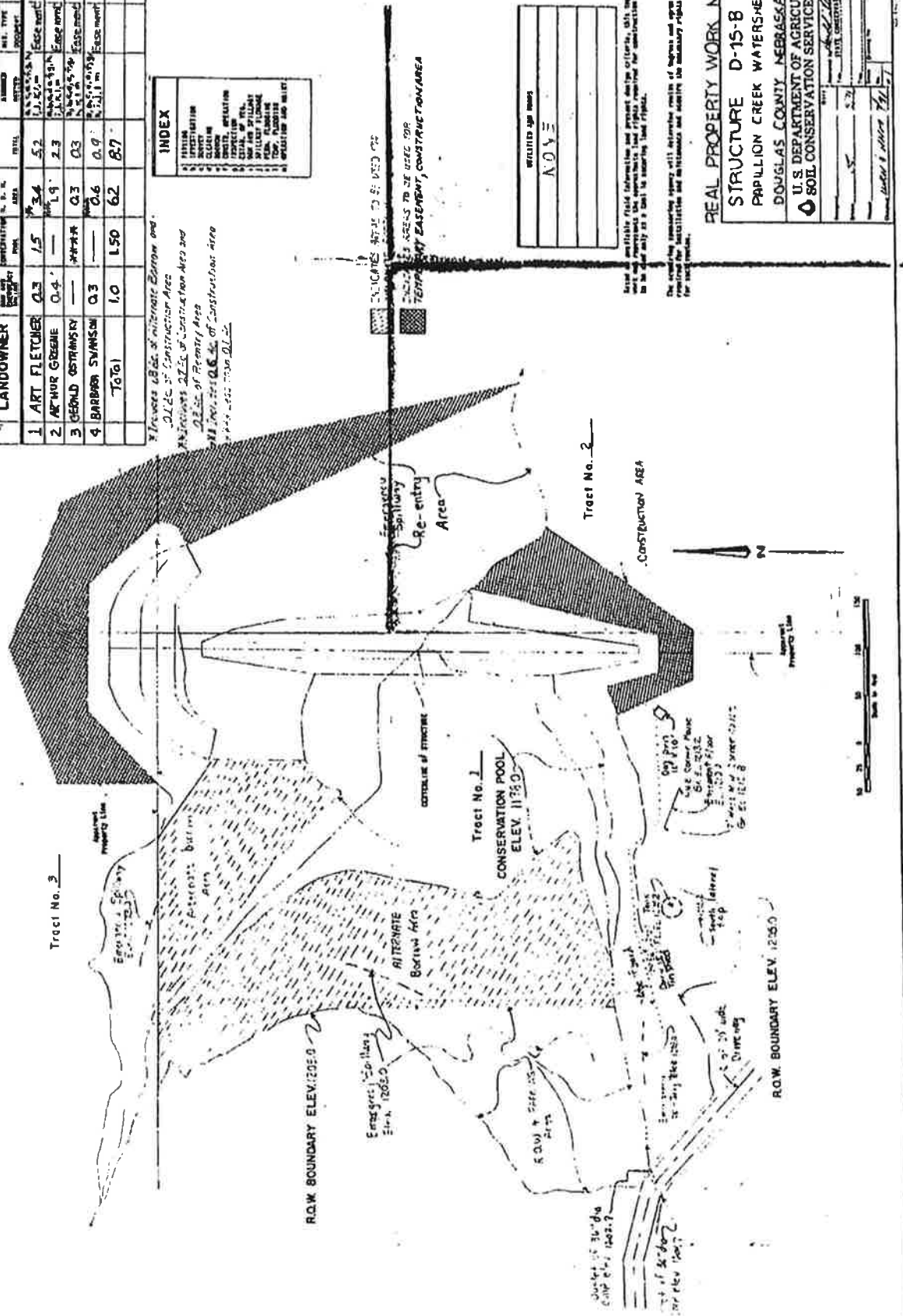
EXHIBIT "A"

No.	LANDOWNER	ESTIMATED ACREAGE		ACRES	FUEL	MATERIAL	DATE
		CONSTRUCTION	POOL				
1	ART FLETCHER	0.3	1.5	3.4	5.2	1.5	1935
2	ARTHUR GREENIE	0.4	—	1.9	2.3	—	—
3	GERALD OSTROMSKY	—	—	0.3	0.3	—	—
4	BARBARA SWANSON	0.3	—	0.6	0.9	—	—
	TOTAL	1.0	1.50	6.2	6.7	—	—

INDEX

- 1. ALTERNATE
- 2. BORROW AREA
- 3. CONSTRUCTION AREA
- 4. EMERGENCY SPILLWAY
- 5. EMERGENCY RE-ENTRY AREA
- 6. R.O.W. BOUNDARY
- 7. TEMPORARY EASEMENT, CONSTRUCTION AREA

Includes 1/8 Sec. of Alternate Borrow and
1/4 Sec. of Construction Area
Includes 2 1/2 Sec. of Construction Area and
1/4 Sec. of Re-entry Area
Includes 1/8 Sec. of Construction Area
Includes 1/4 Sec. of Construction Area



WEIGHTED AVERAGE

NOVE

Based on available field information and present design criteria, this improvement work will provide the maximum land yield possible for administration and it will be the duty of the contractor to maintain the same.

The contractor shall be responsible for obtaining all necessary permits for construction and for maintaining the same.

REAL PROPERTY WORK MAP

STRUCTURE D-15-B

PAPILLION CREEK WATERSHED

DOUGLAS COUNTY, NEBRASKA

U.S. DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

DATE: 10/14/2020

BY: [Signature]