

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Western Sarpy Flood Reduction (Levee) Project - Vencil's Island Area – Reciprocal Permanent Easement Agreement and Quit Claim Deed

DATE: October 1, 2010

The District owns a portion (420 acres) of Vencil's Island (southern tip) that was acquired to serve as one of the project conservation measure (mitigation for flood reduction project) areas. This site will be used to construct river chutes (Platte to Platte and Platte to Elkhorn), wetland meadows and wildlife habitat (grassland).

It was recently discovered that a portion of the Vencil's Island access road into the District's property crosses a neighbor's property, (Winter Quarters Joint Venture, a partnership). In addition, the Winter Quarters property access road is on District property for a short distance.

The District and Winter Quarters access roads have been in their respective locations for many years (e.g. at least since 1979) and existed prior to the District purchase of the Vencil's Island parcel from the Glasshoff's in 2002.

District staff have met with Winter Quarters Joint Venture partnership members and it was concluded that it made sense to enter into a Reciprocal Permanent Easement Agreement to allow them to continue to use their access road across District property (0.81 acres) and for the District to be allowed to continue to use its access road on Winter Quarters property (0.99 acres), instead of building new roads through treed areas. This would save construction costs for both parties. Enclosed is a proposed agreement and Quit Claim Deeds. The Quit Claim Deeds are being used to extinguish any possible right to either property by the Adjacent land owner and provide a clean slate for the issuance of an easement.

- **It is Management's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Reciprocal Permanent Easement Agreement and Quit Claim Deed with Winter Quarters Joint Venture for the Western Sarpy-Clear Creek Levee Project, subject to form as approved by Legal Counsel.**

RECIPROCAL PERMANENT EASEMENT AGREEMENT

In consideration of their mutual covenants and other good and valuable consideration, **WINTER QUARTERS JOINT VENTURE**, a Nebraska general partnership (hereinafter called the "**PARTNERSHIP**"), owner of the following described real estate, to-wit:

The North 1,800 feet of Government Lot 5, except the East 200 feet thereof, in Section 29, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska (a/k/a Tax Lot C in 29-14-10), together with all accretions thereto (hereinafter called the "**PARTNERSHIP PROPERTY**")

and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter called the "**DISTRICT**"), owner of the following described real estate, to-wit:

Government Lot 5 in Section 29, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, except the North 1,800 feet of Government Lot 5 (other than the East 200 feet thereof), deeded to John H. Thiessen by deed filed in Book 78 at Page 383 of Deeds Records (a/k/a Tax Lot D in 29-14-10), together with all accretions thereto (hereinafter called the "**DISTRICT PROPERTY**"),

hereby reciprocally agree and grant as follows:

A.

PARTNERSHIP GRANT OF EASEMENT TO THE DISTRICT

The **PARTNERSHIP**, for itself and for its successors and assigns, does hereby grant to the **DISTRICT** and its successors, assigns and their permittees, a permanent easement (hereinafter called the "**DISTRICT EASEMENT**") running with the land, in,

on, over, under and across the portion of the PARTNERSHIP PROPERTY described and depicted in the legal description and diagram attached hereto as Exhibit "A" and incorporated herein by reference (and referred to therein and hereinafter as the "**DISTRICT EASEMENT AREA**"). Pursuant to the DISTRICT EASEMENT, the DISTRICT, its successors, assigns and permittees and their officers, agents and employees shall have the permanent, full, and free right, liberty and authority to enter upon and use the DISTRICT EASEMENT AREA for ingress and egress between the public roads and the DISTRICT PROPERTY, subject to the following:

1. The DISTRICT shall have the permanent, full, and free right, liberty and authority to construct, operate, maintain, patrol, repair, replace, regulate and use temporary and permanent roadways in the DISTRICT EASEMENT AREA, and fences, gates, and other lawful appurtenances thereto and associated therewith. The PARTNERSHIP shall have the right to enter and inspect the DISTRICT EASEMENT AREA at all reasonable times.

2. The PARTNERSHIP covenants and agrees that it owns the DISTRICT EASEMENT AREA and has good right to grant the DISTRICT EASEMENT over the same; that the DISTRICT EASEMENT AREA is free and clear of all liens and encumbrances that could affect DISTRICT'S rights under the DISTRICT EASEMENT; and, that the PARTNERSHIP will warrant and defend the DISTRICT'S rights under the DISTRICT EASEMENT against the lawful claims and demands of all persons whomsoever.

3. The DISTRICT agrees to defend, indemnify and hold the PARTNERSHIP harmless from and against any and all liability, causes of action, claims, court costs and attorneys fees for personal injury or property damages proximately caused by or resulting from the DISTRICT'S exercise of the DISTRICT EASEMENT rights herein granted or implied, except as may be caused by the negligence of the PARTNERSHIP.

B.

DISTRICT GRANT OF EASEMENT TO THE PARTNERSHIP

The DISTRICT, for itself and for its successors and assigns, does hereby grant to the PARTNERSHIP and its successors, assigns and their permittees, a permanent easement (hereinafter called the "**PARTNERSHIP EASEMENT**") running with the land, in, on, over, under and across the portion of the DISTRICT PROPERTY described and depicted in

the legal description and diagram attached hereto as Exhibit "A" (and referred to therein and hereinafter as the "**PARTNERSHIP EASEMENT AREA**"). Pursuant to the PARTNERSHIP EASEMENT, the PARTNERSHIP, its successors, assigns and permittees and their officers, agents and employees shall have the permanent, full, and free right, liberty and authority to enter upon and use the PARTNERSHIP EASEMENT AREA for ingress and egress between the public roads and the PARTNERSHIP PROPERTY, subject to the following:

1. The PARTNERSHIP shall have the permanent, full, and free right, liberty and authority to construct, operate, maintain, patrol, repair, replace, regulate and use temporary and permanent roadways in the PARTNERSHIP EASEMENT AREA, and fences, gates, and other lawful APPURTENANCES thereto or associated therewith. The DISTRICT shall have the right to enter and inspect the PARTNERSHIP EASEMENT AREA at all reasonable times.
2. The DISTRICT covenants and agrees that it owns the PARTNERSHIP EASEMENT AREA and has good right to grant the PARTNERSHIP EASEMENT over the same; that the PARTNERSHIP EASEMENT AREA is free and clear of all liens and encumbrances that could affect the PARTNERSHIP'S rights under the PARTNERSHIP EASEMENT; and, that the DISTRICT will warrant and defend the PARTNERSHIP'S rights under the PARTNERSHIP EASEMENT against the lawful claims and demands of all persons whomsoever.
3. The PARTNERSHIP agrees to defend, indemnify and hold the DISTRICT harmless from and against any and all liability, causes of action, claims, court costs and attorneys fees for personal injury or property damages proximately caused by or resulting from the PARTNERSHIP'S exercise of the PARTNERSHIP EASEMENT rights herein granted or implied, except as may be caused by the negligence of the DISTRICT.

Executed by the PARTNERSHIP on this ____ day of _____,
2010.

WINTER QUARTERS JOINT VENTURE, a
Nebraska general partnership

By _____
Printed name _____
General Partner

Executed by the DISTRICT on this ____ day of _____,
2010.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER
General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

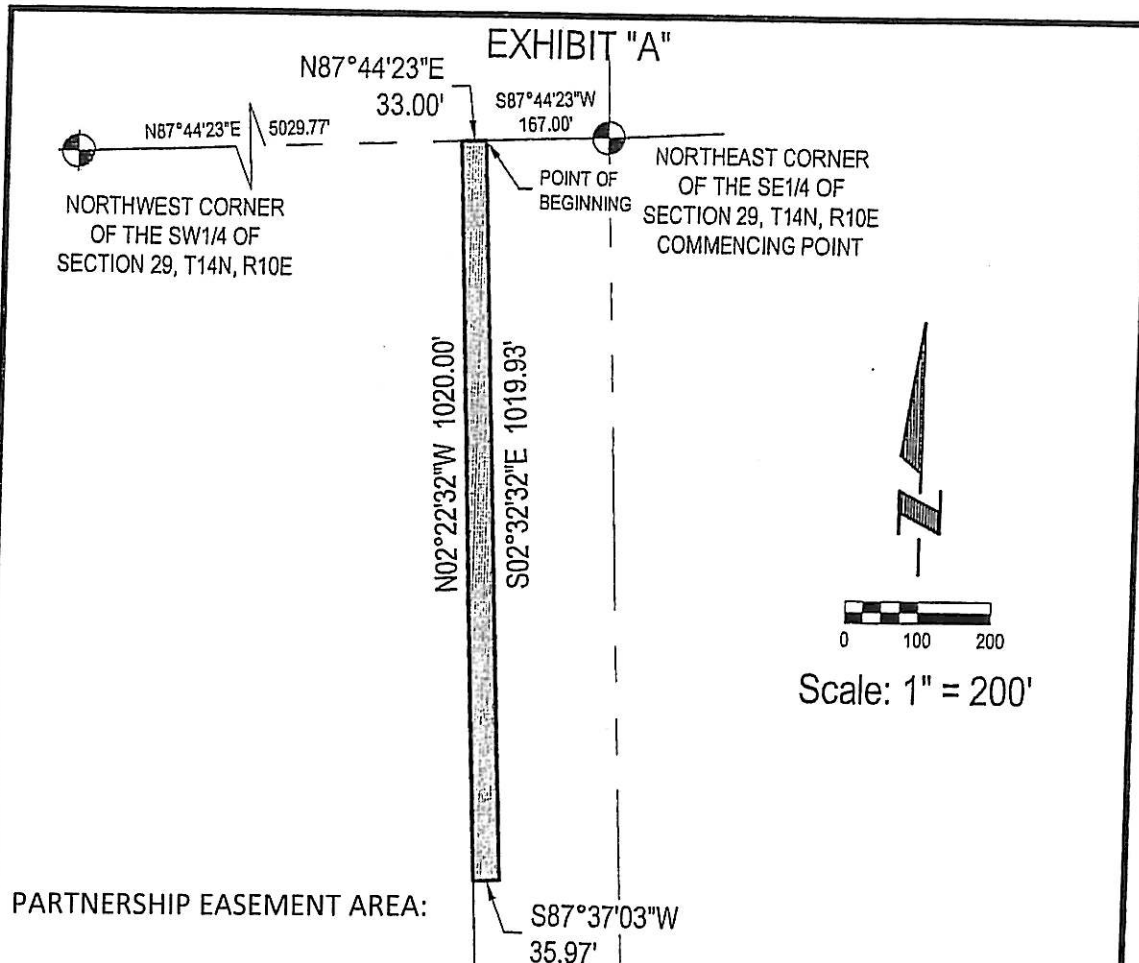
On this ____ day of _____, 2010, before me, a Notary
Public in and for said County, personally came _____, the
duly authorized General Partner of WINTER QUARTERS JOINT VENTURE, a Nebraska
general partnership, and he/she acknowledged the execution of the above instrument as
his/her voluntary act and deed and the voluntary act and deed of said partnership.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

On this ____ day of _____, 2010, before me, a Notary
Public in and for said County, personally came JOHN WINKLER, General Manager of
the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, and he
acknowledged the execution of the above instrument as his voluntary act and deed and
the voluntary act and deed of said District.

Notary Public



PARTNERSHIP EASEMENT AREA:

LEGAL DESCRIPTION:

OWNERSHIP:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

A RECIPROCAL PERMANENT EASEMENT LOCATED IN PART OF GOVERNMENT LOT 5 OF THE SE1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 29; THENCE S87°44'23"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 29, A DISTANCE OF 167.00 FEET TO THE POINT OF BEGINNING; THENCE S02°32'32"E, A DISTANCE OF 1019.93 FEET; THENCE S87°37'03"W, A DISTANCE OF 35.97 FEET; THENCE N02°22'32"W, A DISTANCE OF 1020.00 FEET TO A POINT ON SAID NORTH LINE OF THE SE1/4 OF SECTION 29; THENCE N87°44'23"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 29, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

SAID RECIPROCAL PERMANENT EASEMENT CONTAINS AN AREA OF 35,172 SQUARE FEET OR 0.807 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

RECIPROCAL PERMANENT EASEMENT

PART OF GOVERNMENT LOT 5 OF THE
SE1/4 OF SECTION 29, T14N, R10E

SARPY COUNTY, NEBRASKA

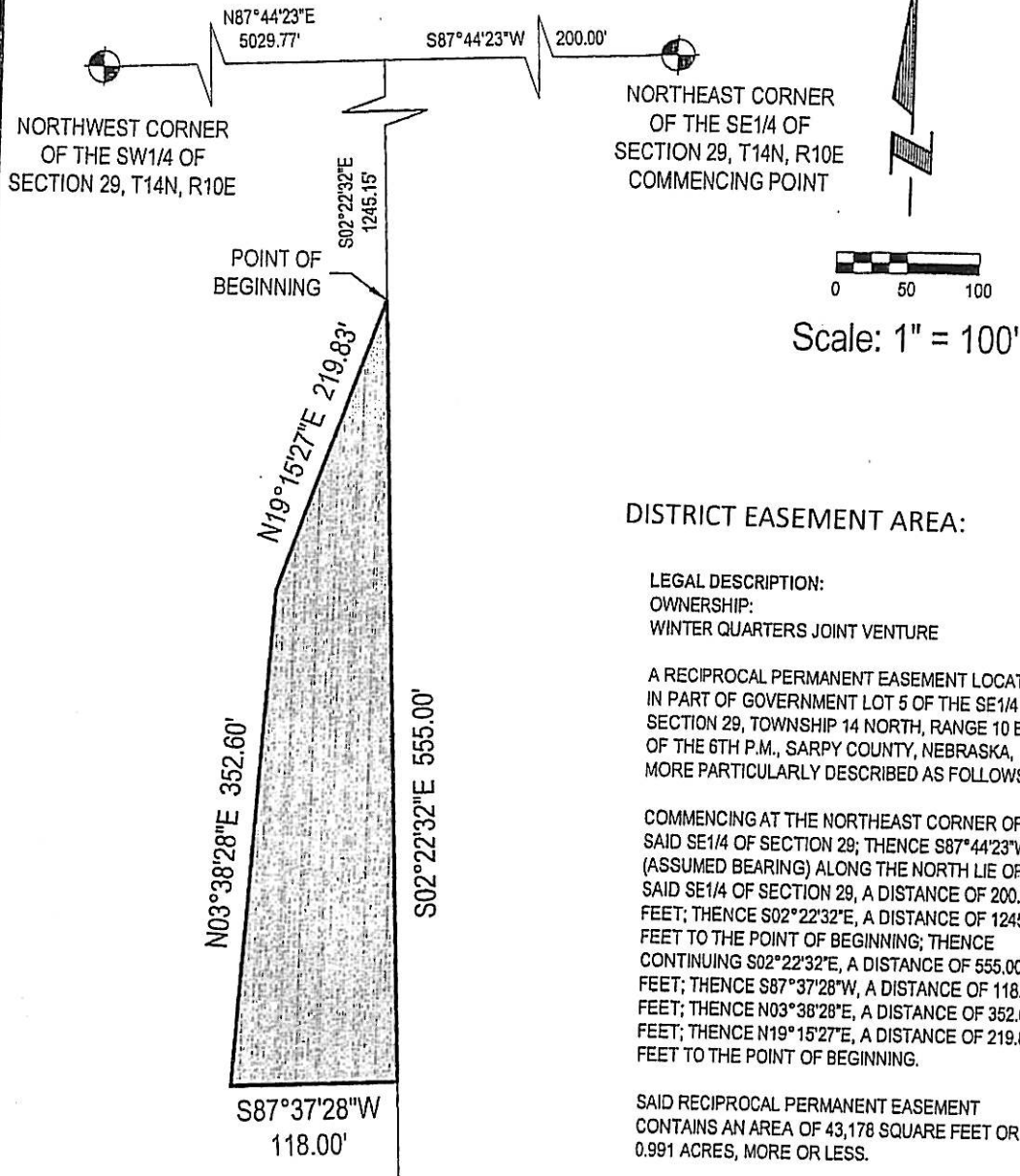
Drawn by: DAS Chkd by: Chkd by:

Job No.: P1994.026.021 Date: 10/04/2010 SHEET 1 OF 1

DonaldS 10/6/2010 1:31:59 PM

K:\Projects\1994\026\p15\Srvy\Bdry\LEGALS NRD PROP 29-14-10-000.dwg

EXHIBIT "A"



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 855-4700

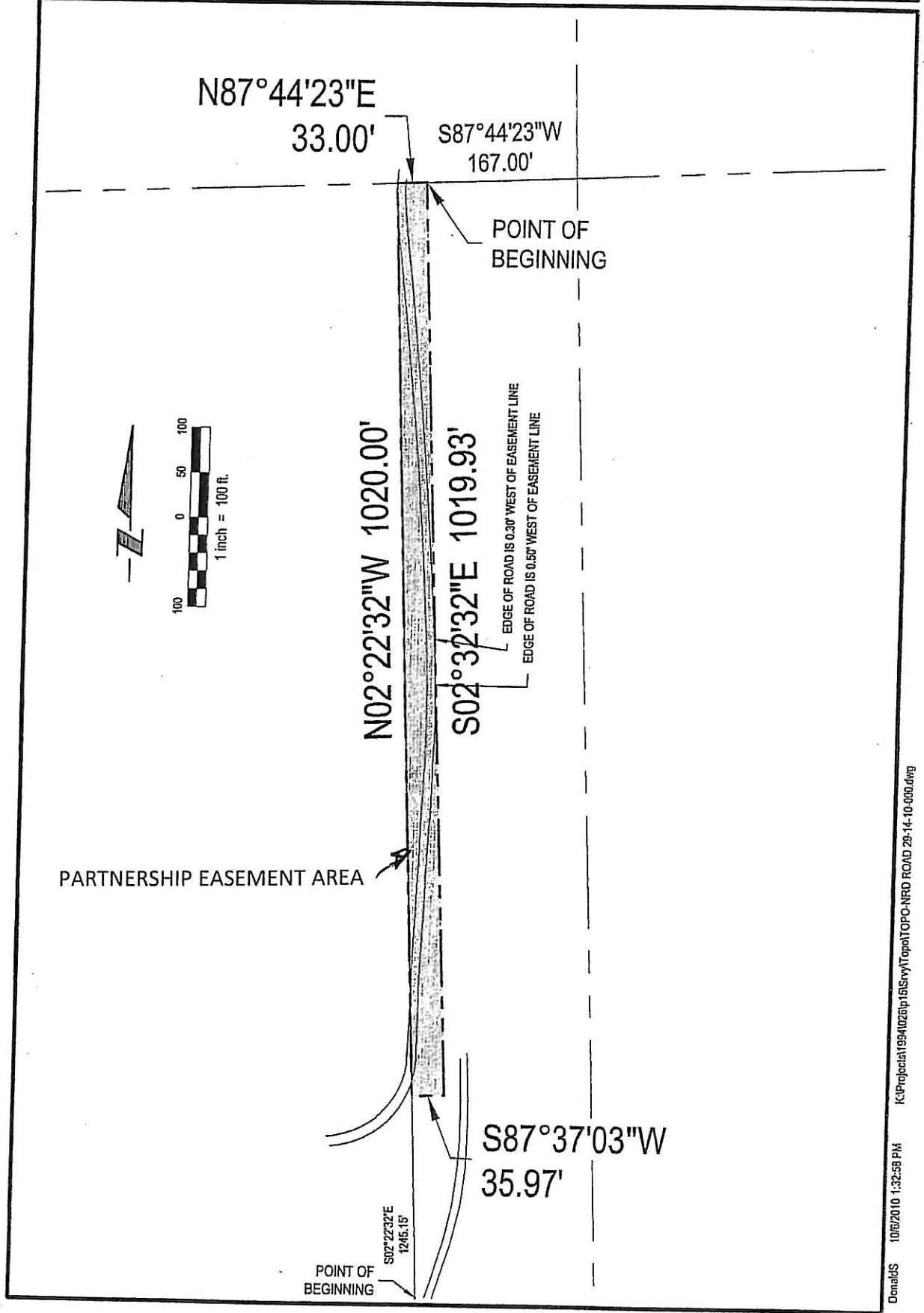
Drawn by: DAS Chkd by: Chkd by:

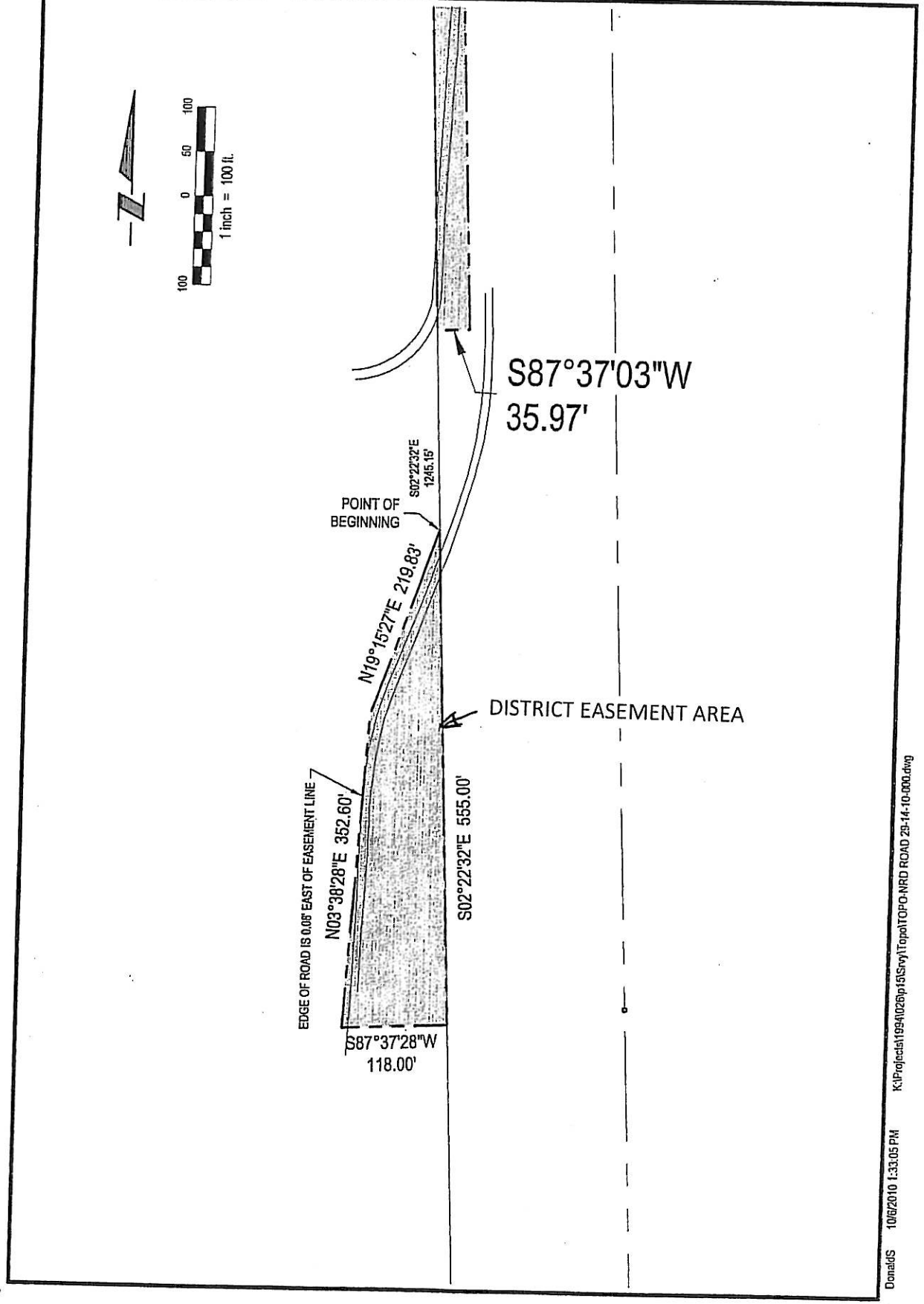
Job No.: P1994.026.021 Date: 10/04/2010 SHEET 1 OF 1

DonaldS 10/6/2010 1:18:21 PM

K:\Projects\1994\026\p15\Srvy\Bdry\LEGALS NRD PROP 29-14-10-000.dwg

RECIPROCAL PERMANENT EASEMENT
PART OF GOVERNMENT LOT 5 OF THE
SE1/4 OF SECTION 29, T14N, R10E
SARPY COUNTY, NEBRASKA





QUITCLAIM DEED

The **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from **WINTER QUARTERS JOINT VENTURE**, a Nebraska general partnership ("Grantee"), quitclaims to Grantee and its successors and assigns all of the right, title and interest of the Grantor in the real estate in Sarpy County, Nebraska described as follows, to-wit:

The North 1,800 feet of Government Lot 5, except the East 200 feet thereof, in Section 29, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska (a/k/a Tax Lot C in 29-14-10), together with all accretions thereto

Executed on this ____ day of _____, 2010.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

On this ____ day of _____, 2010, before me, a Notary Public in and for said County, personally came JOHN WINKLER, General Manager of the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, and he acknowledged the execution of the above instrument as his voluntary act and deed and the voluntary act and deed of said District.

Notary Public

QUITCLAIM DEED

WINTER QUARTERS JOINT VENTURE, a Nebraska general partnership ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("Grantee"), quitclaims to Grantee and its successors and assigns all of the right, title and interest of the Grantor in the real estate in Sarpy County, Nebraska described as follows, to-wit:

Government Lot 5 in Section 29, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, except the North 1,800 feet of Government Lot 5 (other than the East 200 feet thereof), deeded to John H. Thiessen by deed filed in Book 78 at Page 383 of Deeds Records (a/k/a Tax Lot D in 29-14-10), together with all accretions thereto.

Executed on this ____ day of _____, 2010.

WINTER QUARTERS JOINT VENTURE, a
Nebraska general partnership

By _____
General Partner

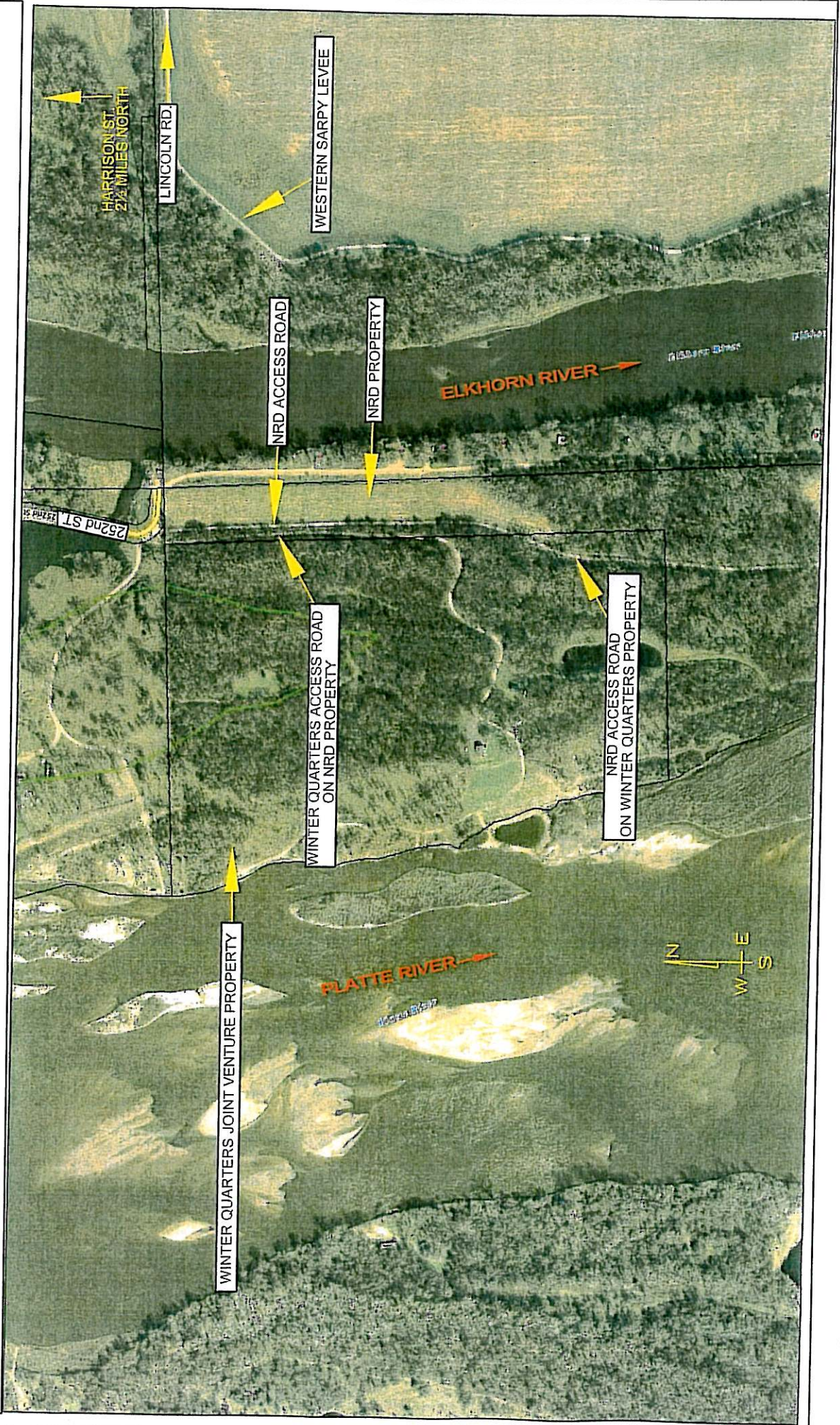
STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2010, before me, a Notary Public in and for said County, personally came _____, the duly authorized General Partner of **WINTER QUARTERS JOINT VENTURE**, a Nebraska general partnership, and he/she acknowledged the execution of the above instrument as his/her voluntary act and deed and the voluntary act and deed of said partnership.

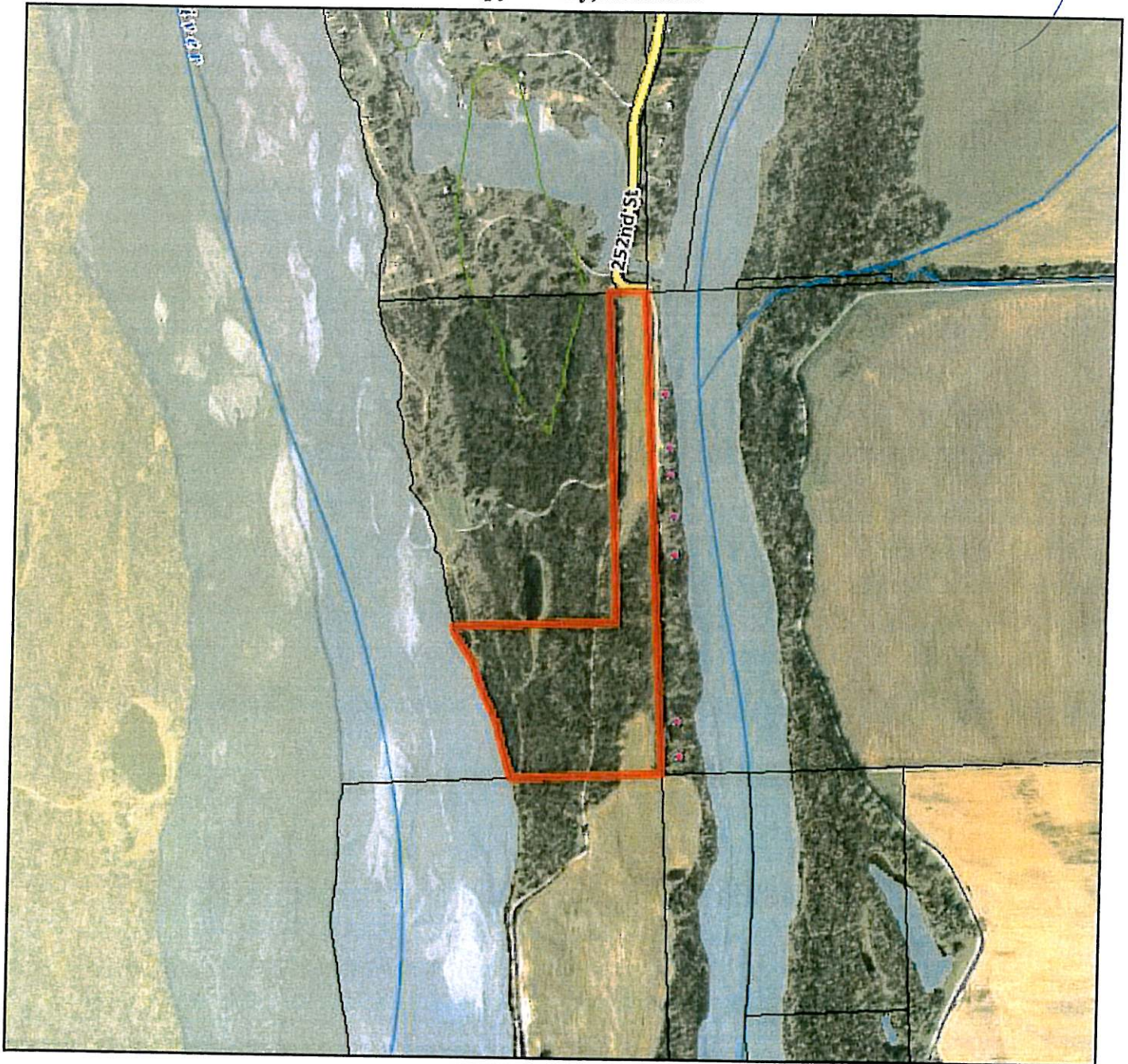
Notary Public

WESTERN SARP / CLEAR CREEK FLOOD REDUCTION PROJECT - VENCIL'S ISLAND PARCEL

Sarpy County, Nebraska



Sarpy County, Nebraska



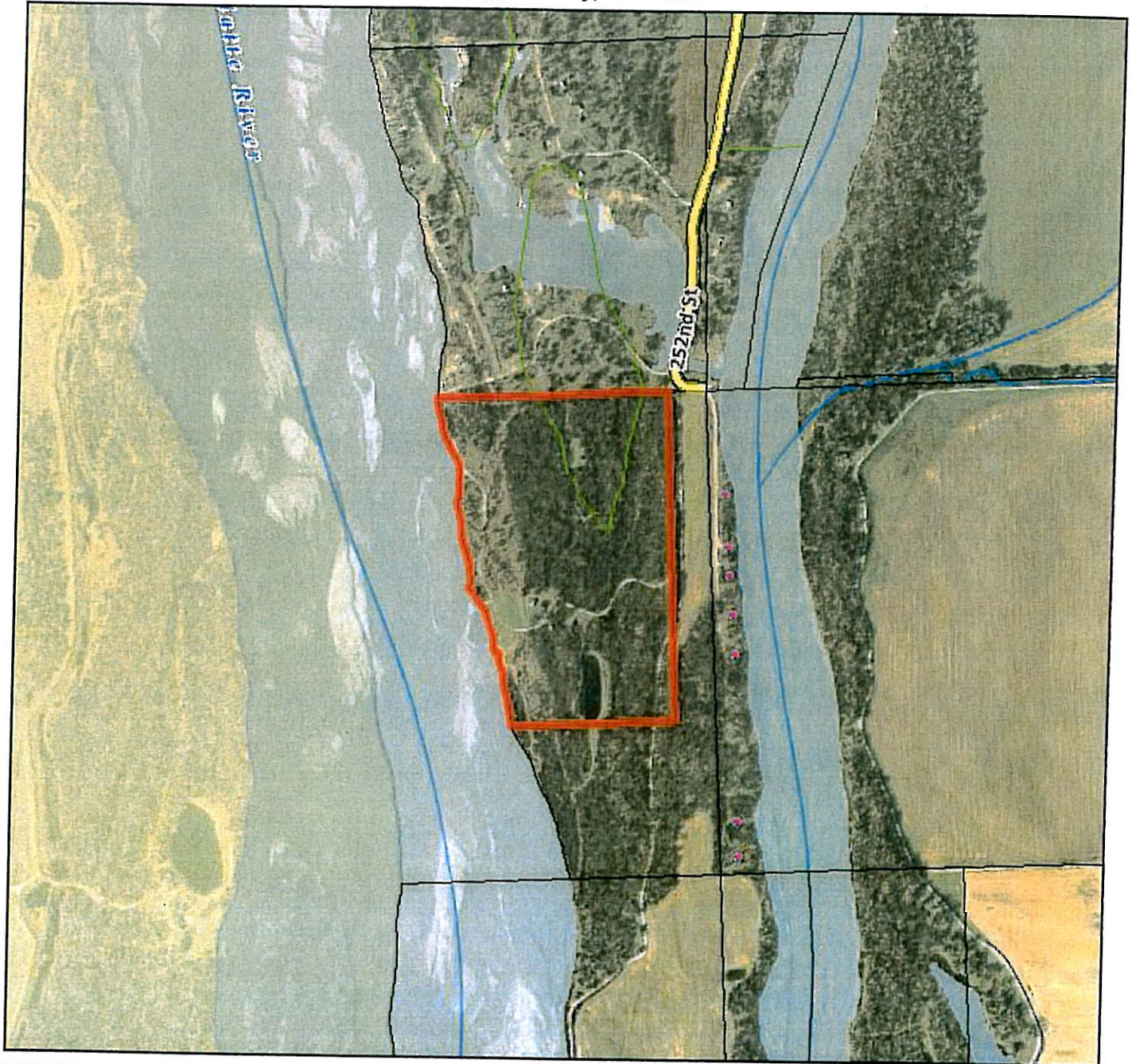
Parcel ID Number	010395512	Neighborhood Code	EXEMPT
Owner Name	PAPIO NATURAL RESOURCES DISTRICT	Property Type	N/A
Mailing Address	8901 S 154TH ST	Improvements Value	\$0
City State	OMAHA NE	Land Value	\$48,330
Zip Code	68138-0000	Total Value	\$48,330
Property Address	S 252ND ST	Estimated Acres	26.94966656
Legal Description	TAX LOT D 29-14-10 (16.11 AC) FOREST CITY	Tax District	37010

Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 800 feet

7/20/2010

Sarpy County, Nebraska



Parcel ID Number	010973575	Neighborhood Code	REC2
Owner Name	WINTER QUARTERS JOINT VENTURE	Property Type	RES
Mailing Address	4533 S 167TH AVE	Improvements Value	\$44,286
City State	OMAHA NE	Land Value	\$172,240
Zip Code	68135-0000	Total Value	\$216,526
Property Address	S 252ND ST	Estimated Acres	45.16483885
Legal Description	TAX LOT C 29-14-10 (45.08 AC)	Tax District	37010

Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 800 feet

7/20/2010