

Agenda Item: 7.

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Western Sarpy Levee – USA (Department of the Army)
Emergency Access Temporary License Agreement

DATE: February 2, 2012

The United States of America has requested that an access license agreement be executed to allow the Department of Army (aka, Nebraska Army National Guard) access to their Camp Ashland Training Facility located in Sarpy County through the District's Western Sarpy Levee right-of-way from the Fairview Road. Enclosed is a location map and the proposed easement agreement.

The USA-Department of Army training facility's usual access point is via the Platteview Road corridor. The USA (Department of Army) is seeking an alternative emergency access point, in the event the Platteview Road corridor is temporarily severed by flooding or as it has in the past due to a landowner dispute.

It is the Management recommendation that the Finance, Expenditure and Legal Subcommittee recommends to the Board of Directors that the General Manager be authorized to execute the proposed Emergency Access Temporary License Agreement with the USA (Department of Army) for the Western Sarpy Levee Fairview Road Access.

EMERGENCY ACCESS TEMPORARY LICENSE AGREEMENT

This EMERGENCY ACCESS TEMPORARY LICENSE AGREEMENT (“License”) is made and entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, hereinafter called the “Grantor”, and THE UNITED STATES OF AMERICA, acting by and through The Department of the Army, hereinafter called the “Government”.

1. GRANT OF LICENSE

The Grantor, subject to any restrictions, easements or other matters of record, grants to the Government, for the benefit of the Government, its representatives and assigns, a temporary, non-exclusive license to allow the Government and its agents, licensees and invitees to have emergency vehicular and pedestrian access across and over the Licensed Area . The licensed area, commonly known as Beal Dike Road, provides emergency access to Camp Ashland Training Site from Fairview Road, as noted in EXHIBIT “A” , attached hereto and made a part hereof by reference; and primary, non-emergency access is provided by Platteview Road. The Government may exercise the license only when Platteview Road is impassable and only in the event of a flood or other occurrence involving physical injury, harm or damage to person(s) or property, or when the imminence, likelihood, possibility or threat of such an occurrence is perceived.

2. NON-EXCLUSIVE LICENSE

The license and other rights granted herein are not exclusive, and Grantor hereby reserves unto itself and to the other present and future owners of the property, and their licensees and permittees, the non-exclusive right to utilize the licensed area for such purposes as do not unreasonably endanger the road in the Licensed Area or interfere with the license granted herein. Grantor shall have the right to grant such other licenses, rights or privileges to such persons and/or entities and for such purposes as Grantor in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the license granted herein.

3. TERM

This license is granted for a term beginning as of January 1, 2012 and continuing for a period of Twenty (20) calendar years thereafter, but in no event shall this license be extended beyond December 31, 2032.

4. TERMINATION

This license may be terminated by either party with or without cause, by providing Ninety (90) Day’s written notice of termination delivered to the other party. Termination notices shall be sent to the Government at the following address: District Engineer, U.S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-M, Suite 9000, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, or as otherwise directed by the Government. Termination notices shall be sent to the Grantor at the following address: Papiro-MRNRD, 8901 S. 154th Street, Omaha, NE 68138, or as otherwise directed by the Grantor. Notice shall be deemed to have been duly given

if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

5. NO FURTHER RIGHTS

This license creates no further rights in the Grantor's property in favor of the Government or any other party or property.

6. NO DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's property, or the licensed area to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed a beneficiary of any of the provisions contained in this license.

7. NO ASSIGNMENT

The rights granted under this license are not transferable or assignable by the Government to another entity or person.

WITNESS MY HAND this _____ day of _____, 2012.

THE UNITED STATES OF AMERICA:

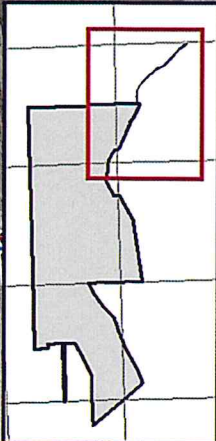
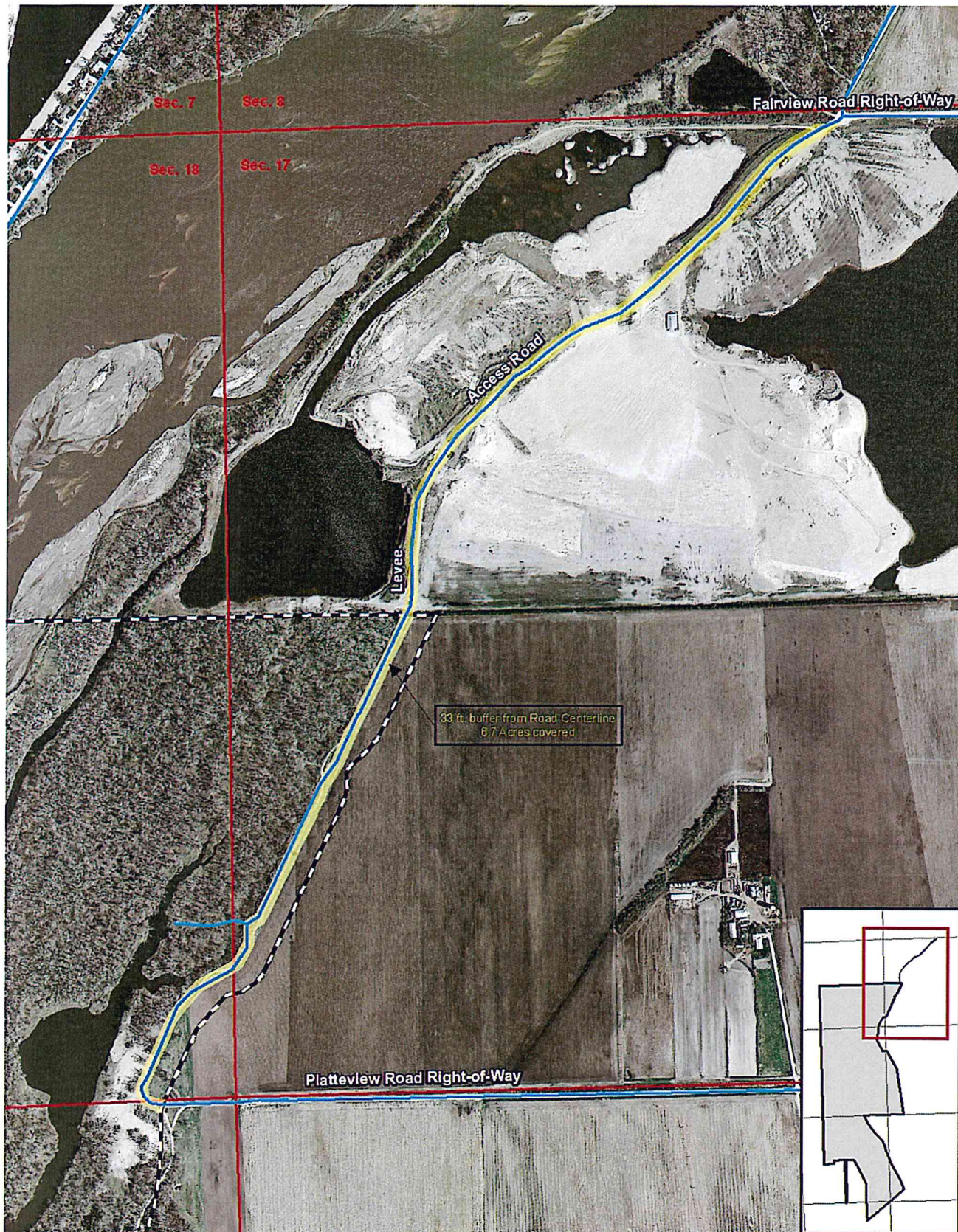
BY: _____
LON G. LARSON
CHIEF, REAL ESTATE DIVISION
REAL ESTATE CONTRACTING OFFICER

WITNESS MY HAND this _____ day of _____, 2012,

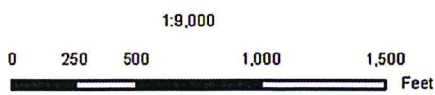
PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT

BY: _____
JOHN WINKLER
GENERAL MANAGER

Camp Ashland Training Site Area E Fairview Road to Platteview Road



- Roads
- 33 foot buffer
- Section Boundaries
- Camp Ashland Boundary




 Data Source: 2006 Aerial Orthophotos
 Projection: UTM, Zone 14 North
 Datum: WGS 1984
 CFMO-PPB
 Nebraska Army National Guard
 1234 Military Road
 Lincoln, Nebraska 68508