

Operations Committee Meeting  
Thursday, December 3, 2020 9:00 AM  
Lower Platte North NRD Office  
P.O. Box 126  
Wahoo, NE 68066

1. UNFINISHED BUSINESS

There is no unfinished business to discuss.

2. WILD NE AND OTHER PROGRAMS

There are no items to discuss.

3. OPERATION & MAINTENANCE & OTHER ITEMS

The O & M crew has been working on shoreline erosion issues on the east side of Lake Wanahoo. Shoreline erosion is threatening the hiking trail. We took the Homestead dock out, the last time it was taken out might have been 4 or 5 years ago. We continue to clear volunteer trees at Homestead and Czechland Lakes.

A. Clear Creek Levee Repair by Corps of Engineers

We will be scheduling a final inspection with the Corps on the final minor repairs, possibly next week. The Corps is working on the final contract closeout with the contractor. The Corps has not paid the contractor as they are waiting on final As-Built drawings and surveys.

B. Wanahoo Stilling Basin - (FEMA)

Valley Corp or sub-contractor moved in last week on the east side at the back of the Wanahoo Dam. They put together and filled Polymer mattresses with gabion stone which has been completed (photo attached). Valley Corp is planning on mobilizing next week. A pre-construction meeting is planned for December 14th at 10:30 it will be available via Zoom.

Find attached an invoice from FYRA for their construction services.

C. Western Sarpy Clear Creek O & M Manual and Addendum Agreement

The partners (Papio, LPSNRD, LPNNRD) continue to work with the Corps of Engineers and the National Guard on updating easements. The Corps is working on maps, and legal descriptions. Both the Corps and National Guard will be working on making the 25 year permanent easements to perpetual easements (easement attached). Tentatively the Corps said the O & M Manual may be finished in early 2021. We have monthly virtual meetings to keep this process going.

**A motion will be needed at Board Meeting if we wish to approve the easements/addendums.**

D. Cottonwood 21-A Emergency Spillway

Heimann and Mountford met with Bob Sullivan, P.E. with NRCS on Cottonwood 21-A. We (NRD) have filled out and will send a Dam Assessment application to the NRCS for this high hazard dam and Cottonwood 7-A (Czechland). The assessment if approved is worth \$40,000. The District would then hire a consultant to do an evaluation on the dams. The evaluations will look at structural conditions and any

potential scope of any needed rehabilitation. This evaluation may tell us whether or not we have an issue with the emergency spillway on Cottonwood 21-A.

E. Fremont Non-Structural 205 Study

The Corps of Engineers has sent an electronic draft of the Fremont 205 Non-Structural Study for all partners review. They will start the public review period for December 14 - January 25, 2021. A public meeting date been set for January 13, from 7:00 pm to 10:00 pm.

The draft study was emailed to all directors.

F. Czechland Lake Camping Revenue

To date the camping revenue the District has received from Czechland Lake is \$18,061. This is for the calendar year, basically March - November

G. Community Forestry

American Legion Post 73 in Newman Grove is requesting reimbursement for their tree planting project at the RollCall Veterans Memorial. Wilke Landscape provided and planted eight trees (attached picture & invoice). The invoice for the trees and planting is \$1,025.31. Our Community Forestry Program pays 50% up to \$1,000.

H. Czechland and Wanahoo Hay Revenue

Dan Ourada paid the District \$2,692.80 for just under 60 tons of hay at Czechland. Ourada's bid was \$45/ton.

Meduna Family Farms paid the District \$18,029.30 for 260.65 tons of hay at Lake Wanahoo. The early cutting produced 36.18 tons and the later cutting 224.47 tons. Meduna's bid was \$69.17/ton.

Heimann and Mountford figured the amount owed the Natural Resources Commission is \$8,438.24. This information will be sent to the Commission for their review.

4. ROCK AND JETTY

Nothing to report.

5. LAKE WANAHOO

A. Lake Wanahoo Permit Sales

For the month of November, the District received \$778.25 in park entry permit revenue. Of that, \$360.00 is from annual park permit sales. The YTD annual permit total is \$96,317.50. The YTD park entry permit sales total \$121,118.04

Our 2019 totals for November were \$52.50 and the YTD annual permit total was \$82,252.50.

B. Lake Wanahoo Camping Revenue

For the month of November, the District received \$1,015.00 in camping revenue. The YTD total is 149,229.93.

C. Cat Paws/Sediment Basin - Cleaning

D. Lake Wanahoo Education Building

During the month of November, the building was rented 12 times. Of these, 3 were NRD meetings, and 2 were school groups or youth organizations.

Revenue for month of November was \$520

Full Rental: 4

Day Rental: 4

Night Rental: 4

4 cancelations for November due to COVID concerns and updated Directed Health Measures (25% capacity).

6. INFORMATION AND EDUCATION

A. Information

1. Radio & eAds

KTIC Radio ad for November featured the voluntary cost-share program available to landowners in the Shell Creek Watershed to upgrade septic systems that have an open discharge (see attached).

Wahoo Newspaper eAd attached for the month of November featured tree and shrub orders now available.

2. Analytics

**LPNNRD Website:** The number of users has declined in November. Our Forestry page has seen an increase in views (117 views, just under Staff page views) for the first time since May which means people are looking at trees and shrubs from our recent Facebook/Twitter posts and the Wahoo Newspaper e-Ad.

3. LPNNRD Website	4. # of Users	5. Top Pages/Views	6. Viewing Device
7. <b>October 2019</b>	8. 710	9. Home 543 Lake Wanahoo 355 Staff 121 Czechland Lake 100 Contact 95	10. Desktop 58.73% Mobile 34.48% Tablet 4.79%
11. <b>October 2020</b>	12. 1,348	13. Home 822 Lake Wanahoo 717 Board of Directors	14. Desktop 50.07% Mobile 46.07%

		477 Downloads 152 Czechland Lake 144	Tablet 3.86%
15. <b>November 2020</b>	16. 906	17. Home 692 Lake Wanahoo 254 Board of Directors 201 Downloads 165 Staff 121	18. Desktop 56.18% Mobile 39.85% Tablet 3.97%

19.

**Facebook top posts:**

1. LPNNRD Accepting tree orders for spring. (This post included a link to the forestry page on our website that had 18 clicks from Facebook) Total views of 475
  2. Last of the 12 responsibilities of the LPNNRD- erosion prevention. Total views of 338
  3. November board meeting-date/time reminder. Total views of 279
- Changing algorithms in Facebook may have contributed to difference in views from this year to last year. Last year we had 9 posts in the month of November, this year we posted 16 times.

20. Facebook	21. Total Views	22. Total Reach	23. Total Engaged Users	24. Followers
25. <b>October 201</b>	26. 944	27. 677	28. 1,273	29. 873

	9	6	2		
30.	<b>October 2020</b>	31. 4,798	32. 4,159	33. 217	34. 1,190
35.	<b>November 2020</b>	36. 3,108	37. 2,843	38. 72	39. 1,192

40.

**Twitter top posts:**

1. Last of the 12 responsibilities of the LPNNRD- erosion prevention. Total views of 888
2. LPNNRD is accepting tree orders. (This post included a link to the forestry page on our website that had 4 clicks from Twitter) Total views of 717
3. Nitrogen/Water Management classes released, encouraging online testing. Total views of 418

In November 2019, we shared 15 tweets. In November 2020, we shared 14 tweets. And we lost one follower from last month.

41. Twitter	42. Impressions	43. Engagements	44. Followers
45. <b>October 2019</b>	46. 3,707	47. 61	48. 300
49. <b>October 2020</b>	50. 3,248	51. 102	52. 335
53. <b>November 2020</b>	54. 4,396	55. 85	56. 334

B. Education

C.	D. School/Group	E. Grade	F. # of Students	G. Topic	H. Staff
I.	J. St.	K. Pr	L. 2	M. Trees	N. S

	Wen cesla us	e- K	3		a b a t k a
O.	P. New man Gro ve	Q. 8 <sup>th</sup>	R. 1 2	S. LPNNRD Departm ents/Nat ural Resource s Careers via Zoom	T. S a b a t k a
U.	V. New man Gro ve	W. Hi gh Sc ho ol N at ur al Re so ur ce s cla ss	X. 4	Y. LPNNRD Departm ents/Nat ural Resource s Careers via Zoom	Z. S a b a t k a

7. RURAL WATER SYSTEMS

- A. Colon System  
Meters read and bills mailed out 11/30.
- B. Bruno System  
The five backflow prevention devices have been checked and reports will be distributed to all required parties.  
Meters read and bills mailed out 11/30.
- C. Other
- D. Auditor Report on Rural Water System Income Shortfalls



**FYRA Engineering, LLC**  
 12702 Westport Parkway, Suite 300  
 Omaha, NE 68138  
 Phone: 402.502.7131  
 Fax: 402.932.6940

**INVOICE FOR SERVICES**

**Lower Platte North NRD**  
**Bob Heimann**  
**511 Commercial Park Road**  
**Wahoo, NE 68066**

**DATE:** 24 November 2020  
**PROJECT NO.:** 022-19-01  
**PERIOD COVERED:** 25 Jul 2020 Through 20 Nov 2020  
**INVOICE NO.:** 022-050  
**FED ID:** 45-5611118

**Project Name:** Lake Wanhoo Spilling Basin Rehabilitation  
**Contract Amount:** \$25,179.00  
**Contract Date:** 14 October 2019  
**Final Design, Permitting and Bid Phase Contract Amount:** \$73,021.00  
**Final Design, Permitting and Bid Phase Contract Date:** 12 March 2020  
**Construction Observation Contract Amount:** \$62,524.00  
**Construction Observation Contract Date:** 13 August 2020

**Task 14 - Bidding**

<u>Description</u>	<u>Employee</u>	<u>Billing Rate</u>	<u>Hours</u>	<u>Current Due</u>
Expenses		\$ -	- \$	32.10
<b>Task 14 - Bidding</b>				<b>\$ 32.10</b>

**Task 15 - Construction Observation**

<u>Description</u>	<u>Employee</u>	<u>Billing Rate</u>	<u>Hours</u>	<u>Current Due</u>
Principal	Sotak, Mike	\$ 205.00	24.00 \$	4,920.00
Engineer	Rogers, Lindy	\$ 175.00	0.75 \$	131.25
Engineer	Gregalunas, Bob	\$ 180.00	3.50 \$	630.00
Engineer	Kaufman, Janel	\$ 150.00	4.50 \$	675.00
Engineer Intern	Haines, Bryce	\$ 102.00	0.50 \$	51.00
Engineer Intern	Jacobs, Mark	\$ 102.00	49.00 \$	4,998.00
Engineer Intern	Petrow, Anna	\$ 102.00	1.00 \$	102.00
Engineer Intern	Suing, Eric	\$ 102.00	2.50 \$	255.00
Student Intern	Loseke, Tom	\$ 65.00	0.25 \$	16.25
Student Intern	Sotak, Trevor	\$ 65.00	0.50 \$	32.50
Admin	Stratton, Ann	\$ 75.00	0.75 \$	56.25
<b>Task 15 - Construction Observation</b>				<b>\$ 11,867.25</b>

**TOTAL DUE CURRENT INVOICE: \$ 11,899.35**

**CONTRACT AMOUNT:** \$ 160,724.00  
**PREVIOUS BILLING:** \$ 98,193.95  
**CURRENT INVOICE:** \$ 11,899.35  
**TOTAL INV'D. TO DATE:** \$ 110,093.30  
**CONTRACT REMAINING:** \$ 50,630.70

**Make all checks payable to:**  
 FYRA Engineering, LLC  
 12702 Westport Parkway, Suite 300  
 Omaha, NE 68138

**Summary for Invoice:**  
**Project Name:**

**022-050**  
**Lake Wanahoo Spilling Basin Rehabilitation**

<b>Tasks</b>	<b>Contracted Fee</b>	<b>Previously Billed</b>	<b>This Invoice</b>	<b>Total To Date</b>	<b>% Complete</b>
Task 1 - Project Kickoff Meeting	\$ 8,323.00	\$ 8,153.70	\$ -	\$ 8,153.70	97.97%
Task 2 - Preliminary Design Report	\$ 14,312.00	\$ 16,661.75	\$ -	\$ 16,661.75	116.42%
Task 3 - Report Delivery	\$ 2,544.00	\$ 1,691.00	\$ -	\$ 1,691.00	66.47%
Task 11 - Project Management	\$ 9,601.00	\$ 8,386.75	\$ -	\$ 8,386.75	87.35%
Task 12 - Final Design	\$ 41,928.00	\$ 60,467.00	\$ -	\$ 60,467.00	144.22%
Task 13 - Permitting	\$ 12,064.00	\$ 1,860.00	\$ -	\$ 1,860.00	15.42%
Task 14 - Bidding	\$ 9,428.00	\$ 973.75	\$ 32.10	\$ 1,005.85	10.67%
Task 15 - Construction Observation	\$ 62,524.00	\$ -	\$ 11,867.25	\$ 11,867.25	18.98%
<b>Totals:</b>	<b>\$ 160,724.00</b>	<b>\$ 98,193.95</b>	<b>\$ 11,899.35</b>	<b>\$ 110,093.30</b>	<b>68.50%</b>

**Expenses Breakdown**

**Task 14 - Bidding**

<b>Expense Type</b>	<b>Amount</b>
Printing	\$ 32.10
	<b>\$ 32.10</b>



**OPERATION & MAINTENANCE ADDENDUM TO  
2003 INTERLOCAL COOPERATION ACT AGREEMENT AMONG  
NEBRASKA ARMY NATIONAL GUARD,  
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
FOR THE  
NEBRASKA ARMY NATIONAL GUARD FLOOD CONTROL PROJECT  
AND  
2001 INTERLOCAL COOPERATION ACT AGREEMENT AMONG  
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
FOR THE  
WESTERN SARPY/CLEAR CREEK FLOOD CONTROL PROJECT**

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This Interlocal Cooperation Act Agreement Addendum (hereinafter "**THIS ADDENDUM**") is made by and among the following:

Lower Platte North Natural Resources District (hereinafter "**LPNNRD**");  
Lower Platte South Natural Resources District (hereinafter "**LPSNRD**");  
Nebraska Army National Guard (hereinafter "**NE-ARNG**"); and,  
Papio-Missouri River Natural Resources District (hereinafter "**P-MRNRD**"),  
hereinafter referred to collectively as "the **PARTIES**".

In THIS ADDENDUM, (a) LPNNRD, LPSNRD and P-MRNRD will be referred to collectively as "the **NRDS**"; (b) the Western Sarpy/Clear Creek Flood Control Project, consisting of approximately eight (8) miles of levee on the eastern side of the Platte River and approximately ten (10) miles of levee on the western side of the Platte River, will be referred to herein as "the **WS/CC PROJECT**"; and, (c) the Nebraska Army National

Guard Flood Control Project, consisting of approximately three (3) miles of levee on the western side of the Platte River and other components on the eastern side thereof, will be referred to herein as “the **AS-BUILT NE-ARNG PROJECT.**”<sup>1</sup>

**WHEREAS**, in a 2001 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the NRDS, such parties agreed that, with limited exceptions, the P-MRNRD, at its sole and unreimbursed cost and expense, shall perform or provide for the operation, maintenance, replacement, repair and rehabilitation (hereinafter "**OMRR&R**"), shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor’s duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the P-MRNRD; and, agreed that, with limited exceptions therein stated, the LPNNRD, at its sole and unreimbursed cost and expense, shall perform or provide OMRR&R, shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor’s duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the LPSNRD or the LPNNRD.

**WHEREAS**, in a 2003 INTERLOCAL COOPERATION ACT AGREEMENT entered into by and among the PARTIES (the “**2003 AGREEMENT**”), the PARTIES provided for the OMRR&R of the NE-ARNG PROJECT, as follows:

“**7. NE-ARNG PROJECT OMRR&R.** After construction of the NE-ARNG PROJECT is completed, the NRDS, without cost to the NE-ARNG, shall perform or provide for the OMRR&R of those portions of the NE-ARNG LEVEE and the WEIR AND

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<sup>1</sup> Components of the AS-BUILT NE-ARNG PROJECT are inventoried on the O&M Clear Creek and O&M Western Sarpy – DETAIL MAPS that are attached hereto as Attachment “A” and incorporated herein by reference.

REVETMENT which run alongside and immediately adjacent to the Platte River. The NE-ARNG shall perform or provide for the OMRR&R of the remaining portions of the NE-ARNG PROJECT, without cost to the NRDS. OMRR&R of the NE-ARNG PROJECT shall be performed in a manner compatible with the project's authorized purposes and in accordance with applicable Federal and State laws and specific directions prescribed in the NE-ARNG PROJECT OMRR&R MANUAL.”

**WHEREAS**, the PARTIES desire to expand, modify and clarify their individual responsibilities to each other for the OMRR&R of certain components of the AS-BUILT NE-ARNG PROJECT, and desire to designate the respective members of the PARTIES who will have authority and responsibility for each such respective component of the AS-BUILT NE-ARNG PROJECT upon the occurrence of a Platte River flood in the vicinity of the AS-BUILT NE-ARNG PROJECT; and,

**WHEREAS**, THIS ADDENDUM is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Secs. 13-801, et seq.), without a separate entity being created, and whenever possible, THIS ADDENDUM shall be construed in conformity therewith.

**NOW THEREFORE**, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

**1) DISTRIBUTION OF RESPONSIBILITY AND AUTHORITY FOR OMRR&R.** After completion of construction, the respective responsibilities of the PARTIES for OMRR&R of components of the AS-BUILT NE-ARNG PROJECT, and the respective authorities of the PARTIES for direction and supervision of such components upon the expectation or occurrence of Platte River and Salt Creek flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall be and is hereby distributed among and assumed by the following respective PARTIES as shown in the following table, to-wit:

nrd120525agWSCC\_O&M

<b>OMRR&amp;R RESPONSIBILITY</b>	<b>FLOOD FIGHT AUTHORITY</b>	<i>LOCATION COMPONENT</i>
		<i>WEST SIDE OF PLATTE RIVER</i>
		<b>CLEAR CREEK LEVEE EXTENSION</b>
<b>LPNNRD</b>	<b>LPNNRD</b>	<ul style="list-style-type: none"> <li>• “Camp Ashland Levee” (Levee adjacent to Platte River from station FW73+50 to CA63+60)</li> </ul>
<b>LPNNRD</b>	<b>LPNNRD</b>	<ul style="list-style-type: none"> <li>• “Culverts” (Concrete boxes under County Road A at station LVo+85, 48” RCP in Fuse Plug Levee at station LV8+56 and twin 60” RCPs in Camp Ashland Levee at station CA51+42)</li> </ul>
<b>LPNNRD</b>	<b>Flood Fight Director <sup>2</sup> LPNNRD</b>	<ul style="list-style-type: none"> <li>• “Fuse Plug Levee” (Sand Fuse Plug/earth levee from station LVo+00 to station FWo+00, including the Fuse Plug Notch and concrete slab centerline at station LV7+57 <sup>3</sup>)</li> </ul>
<b>LPSNRD</b>	<b>LPNNRD</b>	<ul style="list-style-type: none"> <li>• “BNSF RR Berm” (Earth berm, erosion control and rip rap parallel to and partially on BNSF RR ROW)</li> </ul>
<b>LPSNRD</b>	<b>LPNNRD</b>	<ul style="list-style-type: none"> <li>• “Salt Creek Floodway” (Area between the BNSF RR Berm and the NE-ARNG Levee, extending from the Fuse Plug Levee to the Platte River)</li> </ul>
<b>NE-ARNG</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “Fuse Plug Notch Temporary Flood Barrier” centerline at station LV7+57</li> </ul>
		<b>NE-ARNG PROJECT</b>
<b>NE-ARNG</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “Weir and Revetment” (Sheet pile/weir and rip rap extending from BNSF RR Berm to the NE-ARNG Levee station FWo+00)</li> </ul>

<sup>2</sup> The Flood Fight Director’s duties are identified in Western Sarpy/Clear Creek Flood Reduction Project Sarpy County and Saunders County, Nebraska – Clear Creek - Platte River Right Bank Levee System Clear Creek- Platte River RB Levee Segment Operation and Maintenance Manual – APPENDIX B – Camp Ashland Fuse Plug Embankment Operating Procedures (hereinafter the “**Camp Ashland Fuse Plug O&M Manual**”), adopted by the U.S. Army Corps of Engineers.

<sup>3</sup> See “CAMP ASHLAND FUSE PLUG” plan view diagram dated September 19, 2018, a copy of which is attached hereto as Attachment “B” and incorporated herein by reference.

<b>OMRR&amp;R RESPONSIBILITY</b>	<b>FLOOD FIGHT AUTHORITY</b>	<i>LOCATION</i> <b>COMPONENT</b>
<b>NE-ARNG</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “NE-ARNG Levee” (Levee adjacent to Platte River from station FW0+00 to station FW73+50, including flood wall, rip rap and 48” RCP at station FW5+45)</li> </ul>
		<i>EAST SIDE OF PLATTE RIVER</i>
		<b>WESTERN SARPY LEVEE EXTENSION</b>
<b>P-MRNRD</b>	<b>P-MRNRD</b>	<ul style="list-style-type: none"> <li>• “Western Sarpy Levee” extending northerly from Private (Bundy) Road at station WS43+25LB to northern boundary of NE-ARNG property at station WS133+72LB</li> </ul>
		<b>EAST BANK CHUTE CONSERVATION MEASURES</b>
<b>P-MRNRD</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “East Bank/East Chute” (Platte River chute extending northerly from Platte River to northern boundary of NE-ARNG property)</li> </ul>
<b>P-MRNRD</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “3 Texas Crossings over East Bank/East Chute”</li> </ul>
<b>NE-ARNG</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “Culvert and road crossing over East Bank/East Chute”</li> </ul>
<b>P-MRNRD</b>	<b>NE-ARNG</b>	<ul style="list-style-type: none"> <li>• “East Bank/West Chute” (Platte River chute extending northerly from on NE-ARNG property onto P-MRNRD property)</li> </ul>

2) **DISTRIBUTION OF COSTS FOR OMRR&R.** Each of the PARTIES, at its sole cost and unreimbursed expense, shall perform or provide OMRR&R for the components of the AS-BUILT NE-ARNG PROJECT for which they are responsible, with

the following exceptions, to-wit:

- a) In the cases of components on the West side of the Platte River, identified above as the CLEAR CREEK LEVEE EXTENSION, (1)LPNNRD shall perform all OMRR&R required for the “Camp Ashland Levee”, “Culverts” and “Fuse Plug Levee”; and LPSNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPNNRD for such OMRR&R of such components; (2) LPSNRD shall perform all OMRR&R for the “BNSF RR Berm” and “Salt Creek Floodway”; and LPNNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPSNRD for such OMRR&R of such components; and (3) the NE-ARNG shall perform all OMRR&R for the “Fuse Plug Notch Temporary Flood Barrier” and provide for the annual installation, prior to snow melt season Platte River flooding, and for the annual removal after snow melt season Platte River flooding, of a temporary flood barrier in the Fuse Plug Notch, all at its own cost and unreimbursed expense.
- b) In the cases of components on the East side of the Platte River, identified above as EAST BANK CHUTE CONSERVATION MEASURES, (1) the NE-ARNG shall perform all OMRR&R for the “Culvert and road crossing over the East Bank/East Chute” at its own cost and unreimbursed expense; and (2) P-MRNRD shall perform all other OMRR&R required for such components and the NE-ARNG shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by P-MRNRD for such OMRR&R of such components.

3) **COORDINATING COMMITTEE.** The PARTIES hereby establish a committee (hereinafter the “**WS/CC COORDINATING COMMITTEE**”), consisting of one member-representative(s) designated by each of the PARTIES, who shall serve at the pleasure of their appointing PARTIES and who, upon the expectation or occurrence of Platte River flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall commence to confer regularly with the other PARTIES, exchange information and prepare cooperative plans for flood fighting and for implementation of the Camp Ashland Fuse Plug O&M Manual. The WS/CC COORDINATING COMMITTEE shall meet at least once annually and the P-MRNRD is designated as the lead agency of the committee.

4) **FLOOD FIGHT DIRECTOR.** The PARTIES hereby designate the General Manager of the LPNNRD, or his delegate, as the “Flood Fight Director” referred to in the Camp Ashland Fuse Plug O&M Manual for the AS-BUILT NE-ARNG PROJECT.

5) **RATIFICATION.** Except as the 2003 AGREEMENT or the 2001 AGREEMENT are expressly amended by THIS ADDENDUM, the 2003 AGREEMENT and 2001 AGREEMENT shall remain in effect and binding upon the parties who entered into the respective agreements.

6) **EFFECTIVE DATE.** THIS ADDENDUM shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS ADDENDUM by the PARTIES.

**IN WITNESS WHEREOF,**

THIS ADDENDUM is executed by the Lower Platte North Natural Resources District  
nrd120525agWSSC\_O&M

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Lower Platte North Natural Resources District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

THIS ADDENDUM is executed by the Lower Platte South Natural Resources District on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Lower Platte South Natural Resources District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

THIS ADDENDUM is executed by the Nebraska Army National Guard on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Nebraska Army National Guard**

By: \_\_\_\_\_

Title: \_\_\_\_\_

THIS ADDENDUM is executed by the Papio-Missouri River Natural Resources District on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Papio-Missouri River Natural Resources District**

By: \_\_\_\_\_

Title: \_\_\_\_\_



**FIGURE C-3-3: O&M Clear Creek - DETAIL MAP "A"**

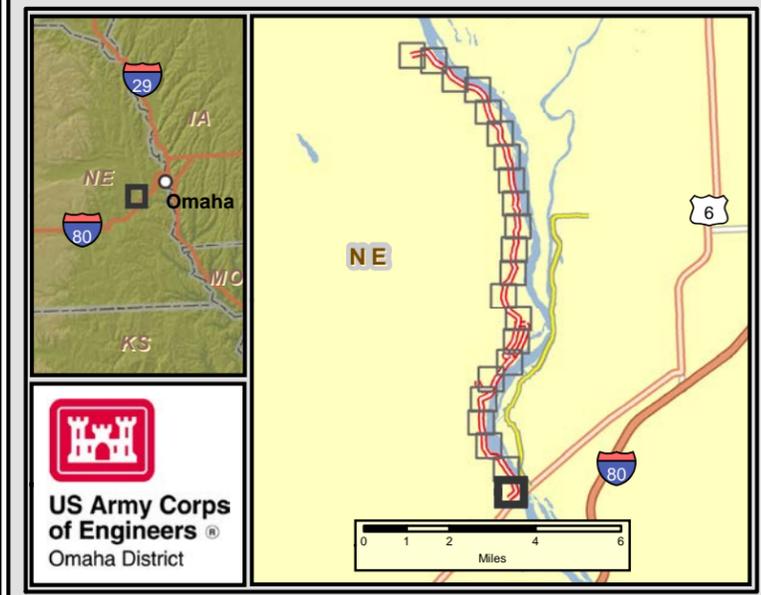
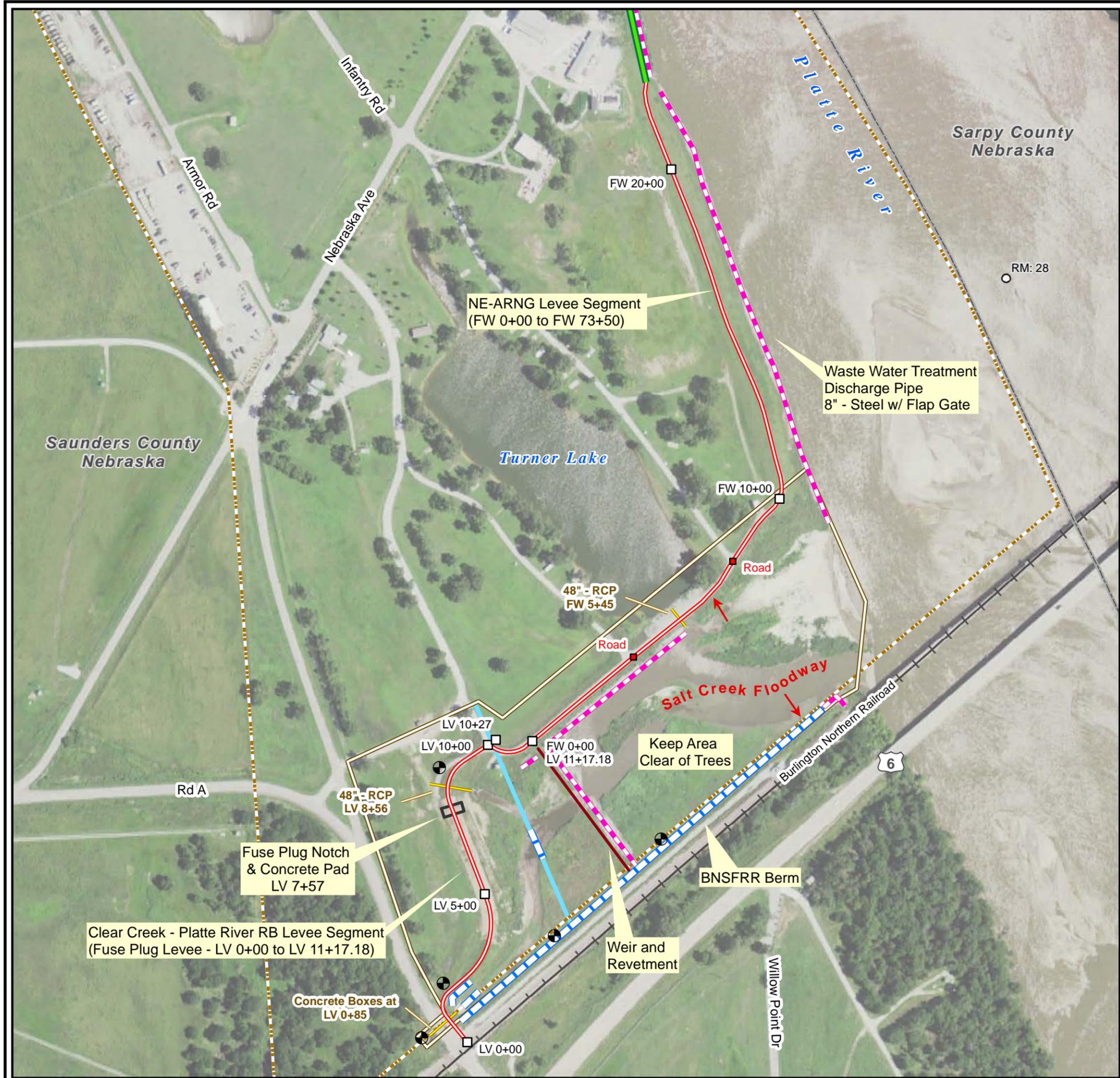
**LEVEE SYSTEM:**  
 Clear Creek - Platte River RB

**LEVEE FEDERAL AUTHORIZATION NAME:**  
 Western Sarpy/Clear Creek Flood Reduction Project

**LEVEE FEDERAL AUTHORIZATION TYPE:**  
 Clear Creek - Platte River RB Levee Segment  
 USACE Federally constructed turned over to on-Federal Sponsor for operations and maintenance  
 NE-ARNG Levee Segment (OFA)  
 Other Federal Agency - Military Construction

**MAP FILE NAME:**  
 Fig\_C-3-3\_Detail\_Clear\_Creek\_Platte\_Riv\_RB

- |                       |   |
|-----------------------|---|
| ○ District River Mile | — Toe Drain                                   |
| □ Levee Stationing    | — Flexible Concrete Block Erosion Control Mat |
| ■ Levee Crossing      | — Erosion Control                             |
| ▲ Survey Control      | — Rip Rap                                     |
| ⊕ Staff Gage          | — Sheet Pile/Weir                             |
| ■ ROW Markers         | — Right of Way                                |
| ✕ Levee Turn Arounds  | — NEARNG Boundary                             |
| — Levee Centerline    | — Hard Points                                 |
| — Fuse Plug Access    | — Water Main                                  |
| — Floodwall           | — Railroad                                    |
| — Culvert             | — County Boundaries                           |
| — Seepage Berm        |   |

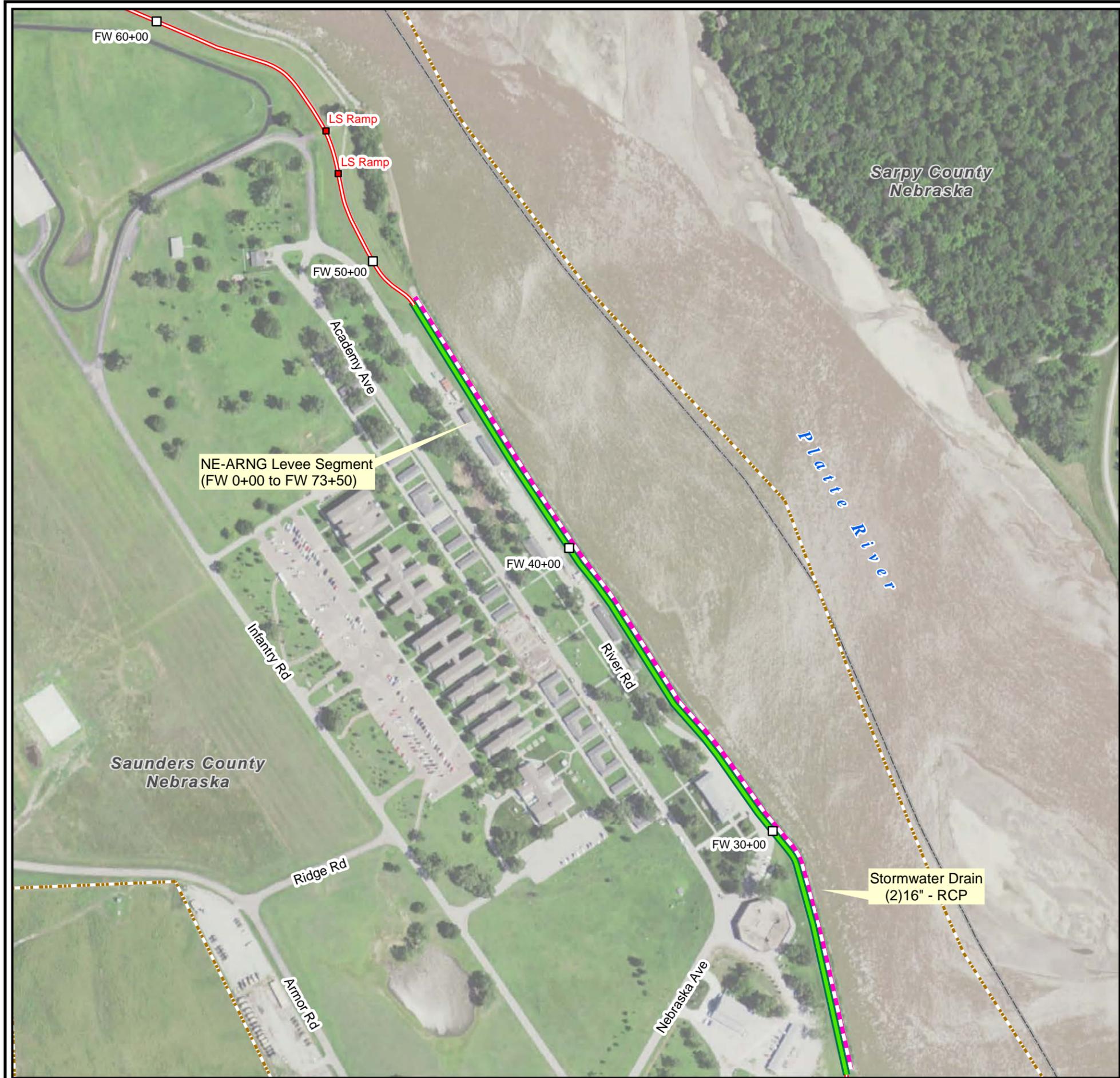


Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

DATA COMPILED ON: 02 December 2020

0 100 200 300 600  
 Feet

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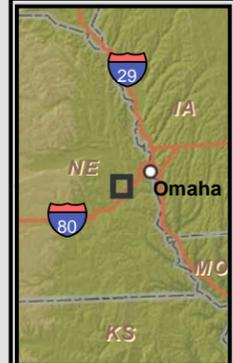
**FIGURE C-3-4: O&M Clear Creek - DETAIL MAP "B"**

LEVEE SYSTEM:  
**Clear Creek - Platte River RB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Western Sarpy/Clear Creek Flood Reduction Project**  
 LEVEE FEDERAL AUTHORIZATION TYPE:  
**Clear Creek - Platte River RB Levee Segment**  
**USACE Federally constructed turned over to on-Federal Sponsor for operations and maintenance**  
**NE-ARNG Levee Segment (OFA)**  
**Other Federal Agency - Military Construction**

MAP FILE NAME:  
**Fig\_C-3-4\_Detail\_Clear\_Creek\_Platte\_Riv\_RB**

- |                         |                   |
|-------------------------|-------------------|
| ○ District River Mile   | Seepage Berm      |
| □ Levee Stationing      | Toe Drain         |
| ■ Levee Crossing        | Flexmat           |
| ▲ Survey Control        | Erosion Control   |
| ⊕ Staff Gage            | Rip Rap           |
| ■ ROW Markers           | Sheet Pile/Weir   |
| ✕ Levee Turn Arounds    | Right of Way      |
| — Levee Centerline      | NEARNG Boundary   |
| — Fuse Plug Access Road | Hard Points       |
| — Floodwall             | Water Main        |
| — Culvert               | County Boundaries |



Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

DATA COMPILED ON: 02 December 2020

0 100 200 300 600  
 Feet

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**FIGURE C-3-5: O&M Clear Creek - DETAIL MAP "C"**

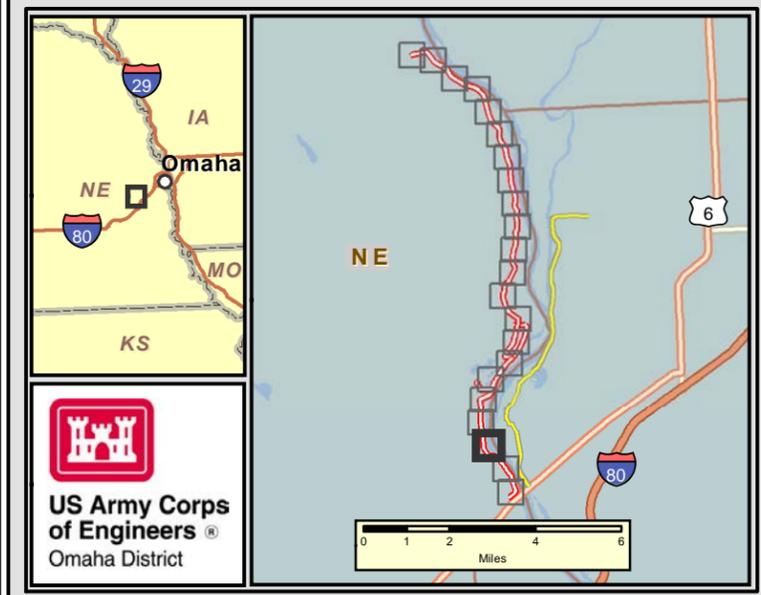
LEVEE SYSTEM:  
**Clear Creek - Platte River RB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Western Sarpy/Clear Creek Flood Reduction Project**

LEVEE FEDERAL AUTHORIZATION TYPE:  
**Clear Creek - Platte River RB Levee Segment**  
**USACE Federally constructed turned over to**  
**Non-Federal Sponsor for operations and maintenance**  
**NE-ARNG Levee Segment (OFA)**  
**Other Federal Agency - Military Construction**

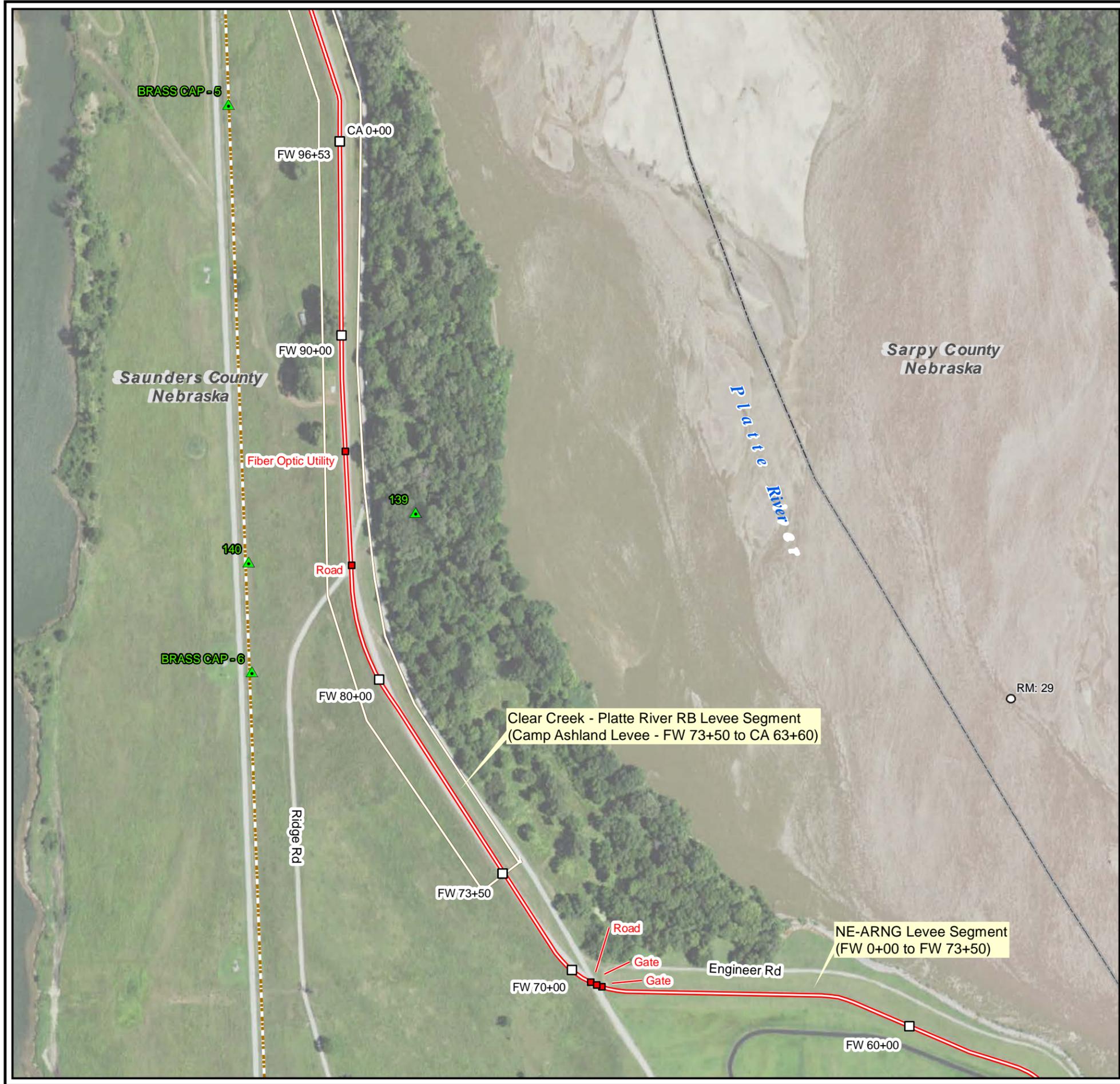
MAP FILE NAME:  
**Fig\_C-3-5\_Detail\_Clear\_Creek\_Platte\_Riv\_RB**

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- Levee Centerline
- Right of Way
- - - - NEARNG Boundary
- ▭ County Boundaries



**Imagery Source:**  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

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**FIGURE C-3-6: O&M Clear Creek - DETAIL MAP "D"**

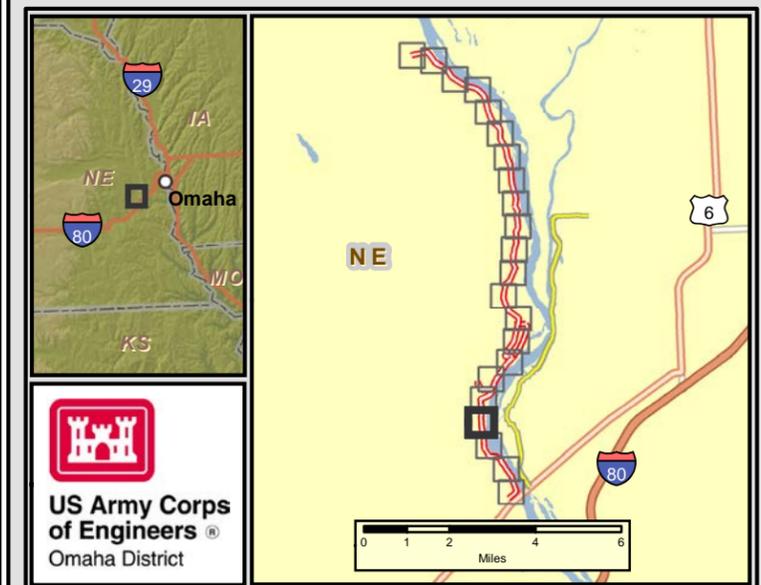
LEVEE SYSTEM/SEGMENT:  
**Clear Creek - Platte River RB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Western Sarpy/Clear Creek Flood Reduction Project**

LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**Fig\_C-3-6\_Detail\_Clear\_Creek\_Platte\_Riv\_RB**

- |                       |                     |
|-----------------------|---------------------|
| ○ District River Mile | — Toe Drain         |
| □ Levee Stationing    | — Flexmat           |
| ■ Levee Crossing      | — Erosion Control   |
| ▲ Survey Control      | — Rip Rap           |
| ⊕ Staff Gage          | — Sheet Pile/Weir   |
| ■ ROW Markers         | — Right of Way      |
| ✕ Levee Turn Arounds  | — Groin             |
| — Levee Centerline    | — Water Main        |
| — Floodwall           | □ County Boundaries |
| — Culvert             |                     |



US Army Corps of Engineers®  
 Omaha District

Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

DATA COMPILED ON: 02 December 2020

0 150 300 600  
 Feet

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**FIGURE C-3-7: O&M Clear Creek - DETAIL MAP "E"**

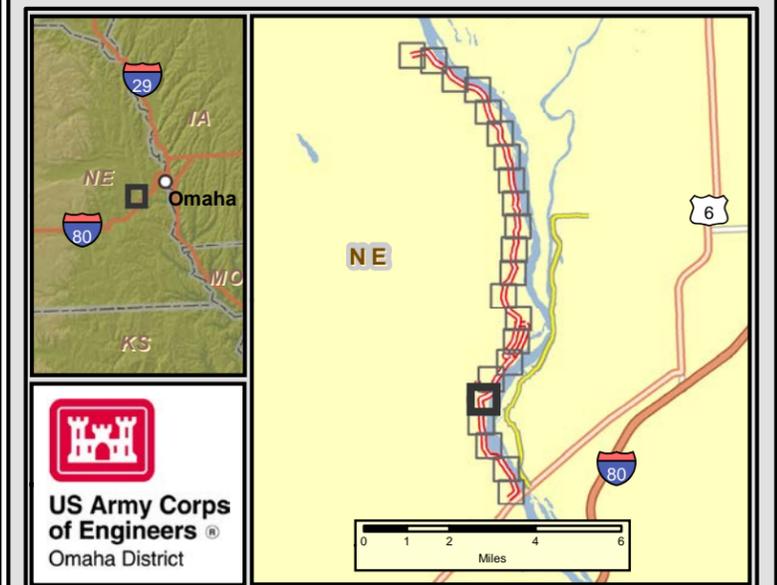
LEVEE SYSTEM/SEGMENT:  
**Clear Creek - Platte River RB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Western Sarpy/Clear Creek Flood Reduction Project**

LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**Fig\_C-3-7\_Detail\_Clear\_Creek\_Platte\_Riv\_RB**

- |                       |                     |
|-----------------------|---------------------|
| ○ District River Mile | — Toe Drain         |
| □ Levee Stationing    | — Flexmat           |
| ■ Levee Crossing      | — Erosion Control   |
| ▲ Survey Control      | — Rip Rap           |
| ⊕ Staff Gage          | — Sheet Pile/Weir   |
| ■ ROW Markers         | — Right of Way      |
| ✕ Levee Turn Arounds  | — Groin             |
| — Levee Centerline    | — Water Main        |
| — Floodwall           | — County Boundaries |
| — Culvert             |                     |



Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

DATA COMPILED ON: 02 December 2020

0 150 300 600  
 Feet

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**FIGURE C-3-4: O&M Western Sarpy - DETAIL MAP "B"**

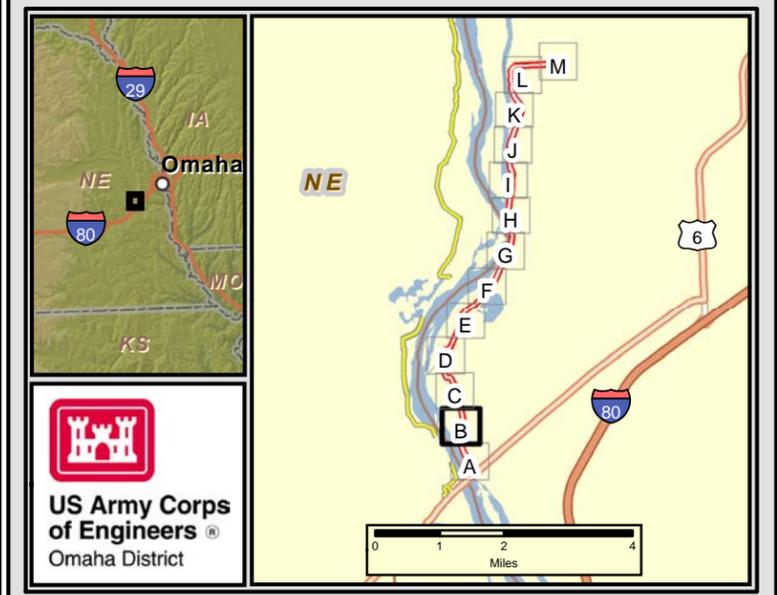
LEVEE SYSTEM/SEGMENT:  
**Western Sarpy - Platte River LB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Platte River Levee Unit Western Sarpy LB**

LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**Fig\_C-3-4\_Detail\_Western\_Sarpy\_Platte\_Riv LB**

- |   |                       |   |                    |
|---|-----------------------|---|--------------------|
| ○ | District River Mile   | — | Right-of-Way       |
| ● | Protective Bollard    | — | Culvert            |
| ● | NRD Monument          | — | French Drain       |
| ■ | ROW Monument          | — | Floodwall          |
| ▲ | Survey Control Points | — | Rip Rap            |
| □ | Levee Stationing      | — | Sheet Pile         |
| ■ | Levee Crossings       | — | Geomembrane        |
| — | Levee Centerline      | — | Turf Reinforcement |
| — | Adjacent Levee        | — | County Boundaries  |



**Imagery Source:**  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

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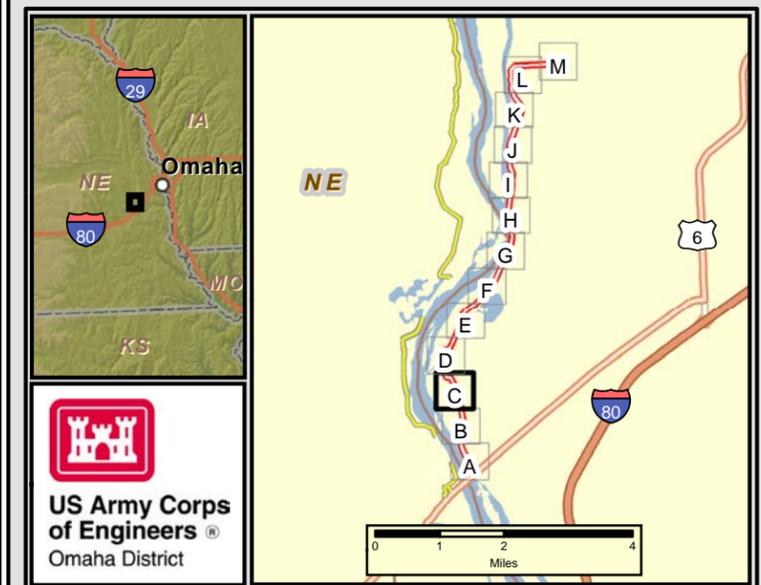
**FIGURE C-3-5: O&M Western Sarpy - DETAIL MAP "C"**

LEVEE SYSTEM/SEGMENT:  
**Western Sarpy - Platte River LB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Platte River Levee Unit Western Sarpy LB**  
 LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**Fig\_C-3-5\_Detail\_Western\_Sarpy\_Platte\_Riv LB**

- |                         |                      |
|-------------------------|----------------------|
| ○ District River Mile   | — Right-of-Way       |
| ● Protective Bollard    | — Culverts           |
| ● NRD Monument          | — French Drain       |
| ■ ROW Monument          | — Floodwall          |
| ▲ Survey Control Points | — Rip Rap            |
| □ Levee Stationing      | — Sheet Pile         |
| ■ Levee Crossings       | — Geomembrane        |
| — Levee Centerline      | — Turf Reinforcement |
| — Adjacent Levee        | — County Boundaries  |

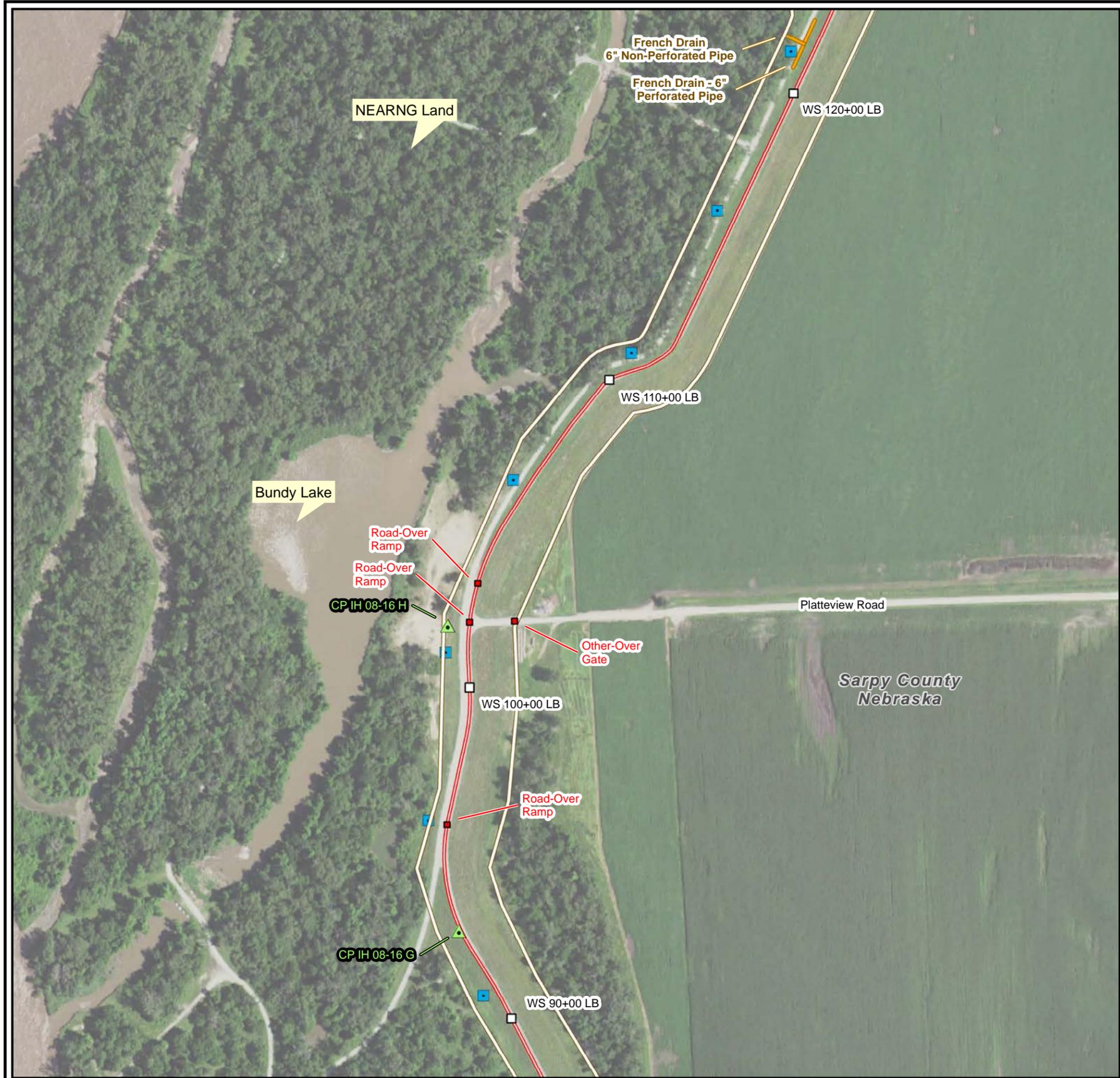


Imagery Source:  
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 Farm Service Agency, 2016

DATA COMPILED ON: 26 September 2018

0 150 300 600  
 Feet

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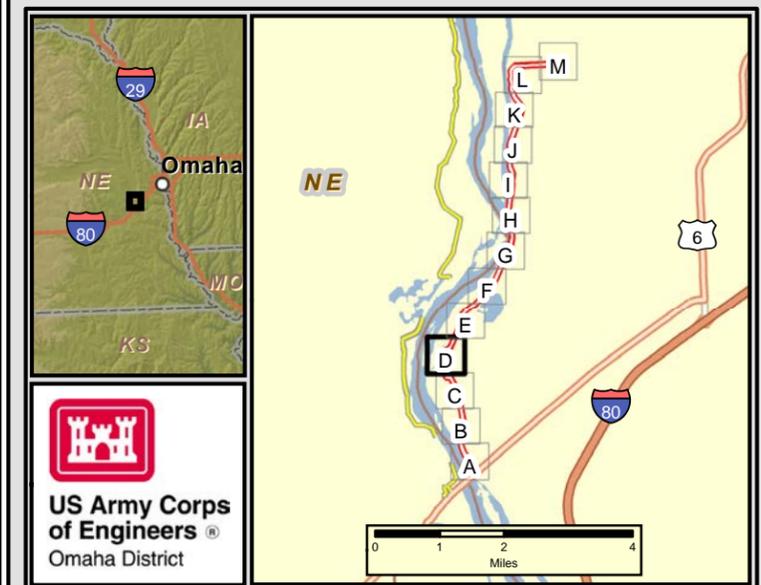
**FIGURE C-3-6: O&M Western Sarpy - DETAIL MAP "D"**

LEVEE SYSTEM/SEGMENT:  
**Western Sarpy - Platte River LB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Platte River Levee Unit Western Sarpy LB**  
 LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**Fig\_C-3-6\_Detail\_Western\_Sarpy\_Platte\_Riv LB**

- |   |                       |   |                    |
|---|-----------------------|---|--------------------|
| ○ | District River Mile   | — | Right-of-Way       |
| ● | Protective Bollard    | — | Culvert            |
| ● | NRD Monument          | — | French Drain       |
| ■ | ROW Monument          | — | Floodwall          |
| ▲ | Survey Control Points | — | Rip Rap            |
| □ | Levee Stationing      | — | Sheet Pile         |
| ■ | Levee Crossings       | — | Geomembrane        |
| — | Levee Centerline      | — | Turf Reinforcement |
| — | Adjacent Levee        | — | County Boundaries  |



Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

DATA COMPILED ON: 26 September 2018

0 150 300 600  
 Feet

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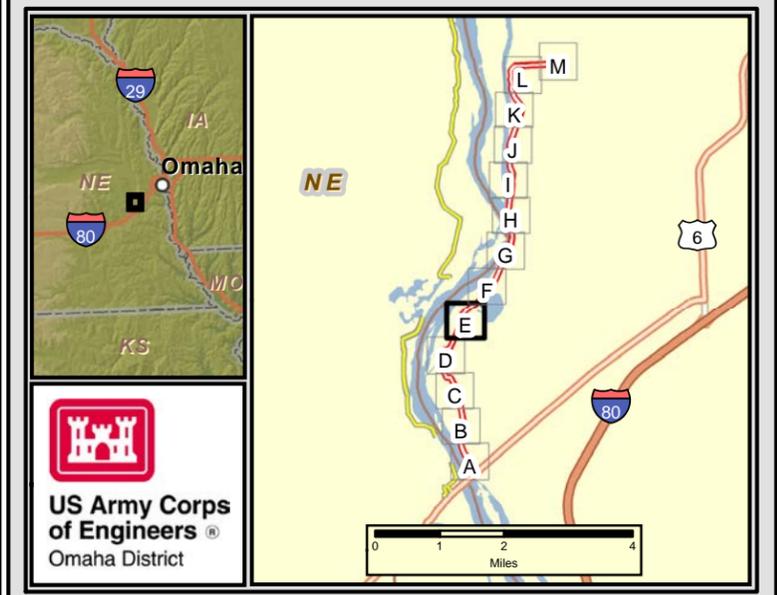
**FIGURE C-3-7: O&M Western Sarpy - DETAIL MAP "E"**

LEVEE SYSTEM/SEGMENT:  
**Western Sarpy - Platte River LB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Platte River Levee Unit Western Sarpy LB**  
 LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**Fig\_C-3-7\_Detail\_Western\_Sarpy\_Platte\_Riv LB**

- |                         |                      |
|-------------------------|----------------------|
| ○ District River Mile   | — Right-of-Way       |
| ● Protective Bollard    | — Culvert            |
| ● NRD Monument          | — French Drain       |
| ■ ROW Monument          | — Floodwall          |
| ▲ Survey Control Points | — Rip Rap            |
| □ Levee Stationing      | — Sheet Pile         |
| ■ Levee Crossings       | — Geomembrane        |
| — Levee Centerline      | — Turf Reinforcement |
| — Adjacent Levee        | — County Boundaries  |

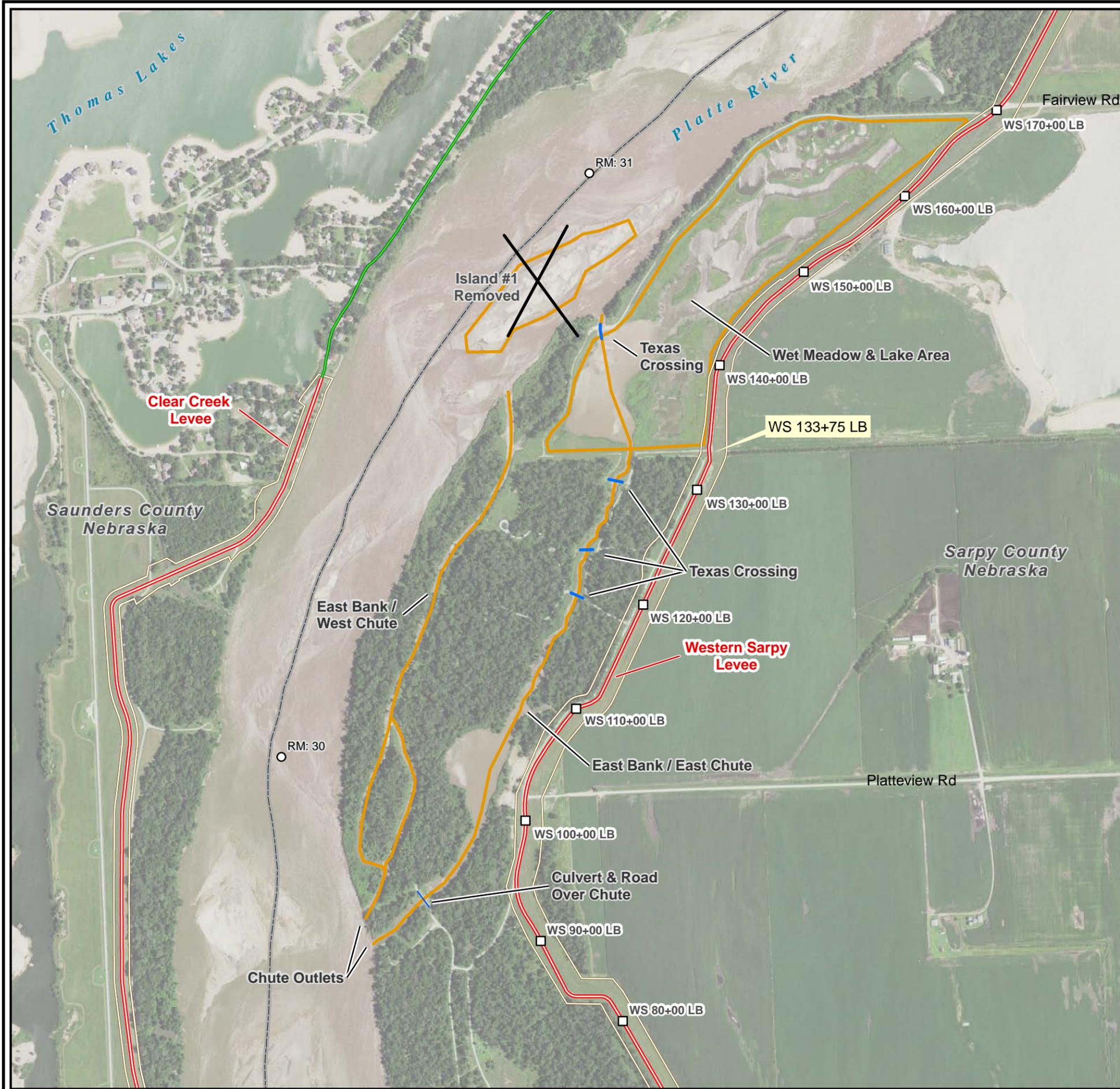


Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

DATA COMPILED ON: 26 September 2018

0 150 300 600  
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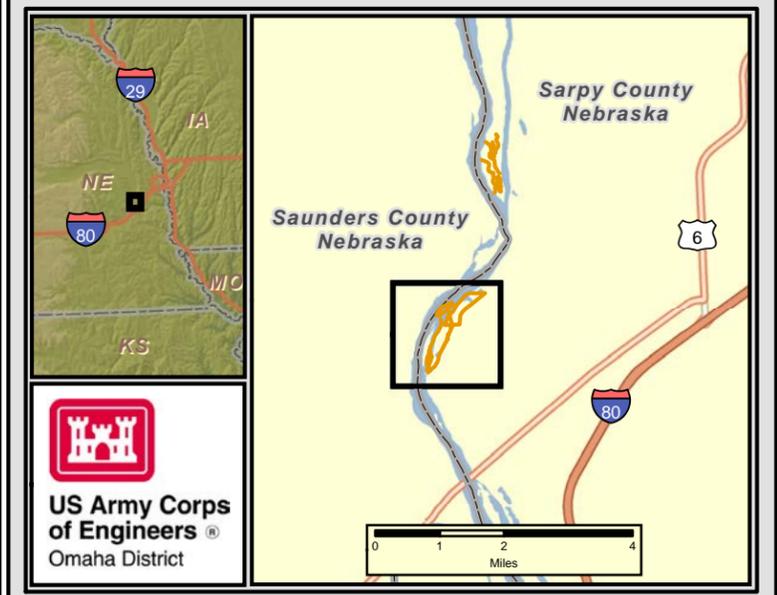
**South - Conservation Measures - Platte River Levee**

LEVEE SYSTEM/SEGMENT:  
**Conservation Measures - Platte River LB**

LEVEE FEDERAL AUTHORIZATION NAME:  
**Platte River Levee Unit Conservation Measures**  
 LEVEE FEDERAL AUTHORIZATION TYPE:  
**USACE Federally constructed to be turned over to public sponsor for operations and maintenance**

MAP FILE NAME:  
**South\_Conservation\_Measures\_Platte\_Riv.mxd**

- District River Mile
- Levee Stationing
- Conservation Measures
- Texas Crossing
- Levee Centerline
- Line of Protection
- Right-of-Way
- ▭ County Boundaries



US Army Corps of Engineers  
 Omaha District

DATA COMPILED ON: 04 September 2018

Imagery Source:  
 U. S. Department of Agriculture,  
 Farm Service Agency, 2016

0 400 800 1,600  
 Feet

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**Recording requested by and when  
recorded mail to:**

Lower Platte North Natural Resources District  
PO Box 126  
Wahoo, NE 68066

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Space Above This Line Reserved for Recorder's Use

**DEPARTMENT OF THE ARMY  
EASEMENT FOR FLOOD CONTROL LEVEE  
RIGHTS-OF-WAY  
LOCATED ON  
CAMP ASHLAND TRAINING SITE  
SAUNDERS COUNTY, NEBRASKA**

This Easement is made on behalf of **THE UNITED STATES OF AMERICA** (the "United States"), between **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Omaha, Nebraska, hereinafter referred to as the "Grantor", under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, and the **Lower Platte North Natural Resources District** and the **Lower Platte South Natural Resources District**, duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal offices located at

Lower Platte North Natural Resources District, 511 Commercial Park Road, Wahoo, NE 68066-9750, and Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln NE 68521-1762, hereinafter referred to as the "Grantees."

**NOW THEREFORE:**

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

Grant and convey to Grantees, an easement for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of flood control levees, and related facilities located between Stationing (Sta.) Flood Wall (FW) 73+50 and Sta. Camp Ashland (CA) 63+60, hereinafter collectively referred to as the “Facilities”, along with access to the Salt Creek Floodway area south of Sta. FW 5+04 and Sta. FW 10+00 for the purpose of maintaining or improving the flowage of any waters in, over, upon, or through the Platte River and Salt Creek Floodway, all of which are located over, across, under, in and upon lands of the United States as identified in Exhibits “A-1”, “A-2”, “A-3” and “B” along with the right to access and traverse the levee road(s) located on Camp Ashland between the easement areas identified in Exhibits “A-1”, “A-2”, “A-3” and “B”, having been determined not to be more land than is necessary for the easement, hereinafter referred to as the “Premises”, and which is attached hereto and made a part hereof;

Make no claim of title during the term of this Easement to any easement Facilities of whatever nature located, constructed, or placed on the Premises during the term of the Easement by, or on behalf of, the Grantees; and title to any such Facilities and any addition or alteration to the Facilities, shall, upon completion thereof, immediately vest in the Grantees. The Facilities shall remain real property for the duration of this Easement.

**THIS EASEMENT** is granted subject to the following conditions:

**1. TERM**

This Easement is hereby granted for 25 years, beginning June 1, 2018 and ending March 31, 2044, so long as the Grantees remain in compliance with any or all of the conditions of this Easement.

**2. CONSIDERATION, MITIGATION, AND DAMAGES**

**a.** The consideration for this Easement shall be the construction, operation and maintenance of a public flood control levee for the benefit of the United States and the general public in accordance with the terms herein set forth.

**b.** The Grantees will mitigate damages caused to the Premises, surrounding areas, or to Camp Ashland, during initial installation and construction of the Facilities, and damages caused during operation, maintenance, or subsequent construction work, and complete all site restoration in accordance with the Clear Creek – Platte River RB Levee Systems Saunders County Nebraska Operation and Maintenance Manual by Grantees on file in the U.S. Army Engineer District, Omaha, Nebraska.

### 3. NOTICES

a. All correspondence and notices to be given pursuant to this easement shall be in writing and addressed, if to the Grantees, to Lower Platte North Natural Resources District, P.O. Box 126, Wahoo, NE 68066, and Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln NE 68521.

And, if to the Grantor, to: the Commander, Omaha District, U. S. Army Corps of Engineers, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901; with reference to the Easement number: **DACA45-2-18-6033**, or as may from time to time otherwise be directed by the parties. Both Grantor and Grantees have an obligation to ensure that the other party has their accurate address.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery.

### 4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Grantor" or "Real Estate Contracting Officer" shall include their duly authorized representatives. Any reference to "Grantees" shall include assignees, transferees and their duly authorized representatives.

### 5. SUPERVISION BY THE GRANTOR

a. The construction, operation, maintenance, repair or replacement of said Facilities, including related facilities, culverts and other drainage facilities, and the Premises shall be performed at no cost or expense to the United States under the general supervision and subject to the approval of the Grantor's representative having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The Grantees shall have the right of ingress and egress for such purposes, subject to approval of access by said officer.

b. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

### 6. APPLICABLE LAWS AND REGULATIONS

a. The Grantees shall comply with all applicable Federal, state, county and municipal

laws, ordinances and regulations wherein the Premises are located. The Grantees shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Easement, independent of any existing permits or licenses held by the Grantor.

b. The Grantees shall promptly report to the Grantor any incident for which the Grantees is required to notify a Federal, State or local regulatory agency or any citation by Federal, State or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

## **7. CONDITION OF PREMISES**

The Grantees acknowledges that they have inspected the Premises, know the condition, and understand that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor.

## **8. INSPECTION AND REPAIRS**

a. Upon completion of any phase of the Easement activities which causes damage to the Premises, the Grantees shall restore said damage immediately, at the Grantees' own expense, to the same condition in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

b. The Grantees shall supervise the said Premises and Facilities and cause it to be inspected at reasonable intervals, and shall immediately repair any defects or leaks found by such inspection, or when requested by the Grantor to repair any defects or leaks.

## **9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantees shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantees under this Easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantees incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantees to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantees in an amount to reimburse for the loss satisfactory to the Grantor.

## **10. RIGHT TO ENTER**

a. The right is reserved to the Grantor, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, or to make any other use of the lands as may be necessary in connection with

government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**b. (DELETED)**

**c.** The Grantees shall have the right to enter the Installation to exercise its rights under this Easement, subject to certain restrictions and/or special conditions required by the Installation. The Grantees acknowledge and recognize that:

**(1)** Premises are located on active U.S. Army installations and, as such, access to the easement activities may be subject to temporary closings and identification and/or routing requirements due to the occurrence of announced or unannounced events, actual or simulated, involving: mobilization, extreme weather conditions, security, antiterrorist force protection measures, police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the Premises. It is expressly understood that the Grantor may limit or restrict the right of access granted in any manner considered necessary, in the Grantor's sole discretion.

**(2)** Grantor, acting by and through his duly authorized Commander, Camp Ashland, exercises command and control over and with respect to (i) the Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

**11. RIGHT TO CONNECT (DELETED)**

**12. REQUIRED SERVICES (DELETED)**

**13. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantees shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantees.

**14. INDEMNITY (DELETED)**

**15. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the

Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantees, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantees.

#### **16. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of this easement shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantees and any other agency of the United States with regard to financial aid to the Grantees in connection with the installation, construction, operations, maintenance, or repair of the Facilities herein authorized.

#### **17. RELOCATION OF FACILITIES (DELETED)**

#### **18. TERMINATION**

This easement may be terminated by the Grantor upon 30 days written notice to the Grantees if the Grantor shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Grantor for failure of the Grantees to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

#### **19. SOIL AND WATER CONSERVATION**

The Grantees shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantees during the term of this easement, and the Grantees shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantees shall be corrected by the Grantees as directed by said officer.

#### **20. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantees shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantees shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantees must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantees will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantees' activities, the Grantees shall be liable to restore the damaged resources.

## **21. ENVIRONMENTAL SITE ASSESSMENT (DELETED)**

## **22. HISTORIC PRESERVATION**

The Grantees shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantees shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **23. NON-DISCRIMINATION (DELETED)**

## **24. NON-DISCRIMINATION**

a. The Grantees shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantees, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantees, its agents, successors, transferees, and assignees.

## **25. RESTORATION**

On or before the termination or revocation of this easement, the Grantees shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantees shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantees, and the Grantees shall have no claim for damages against the United States or its officers or agents for such action.

## 26. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantees shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

## 27. SPECIAL CONDITIONS

### EXECUTIVE ORDERS 13658 AND 13706

a. It has been determined this Easement is not subject to Executive Orders 13658 and 13706 or the regulations issued by the Secretary of Labor in 29 CFR parts 10 and 13 pursuant to the Executive Orders.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this Easement, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the Grantees, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Grantees releasing any claim or entitlement it would otherwise have to an equitable adjustment to the Easement and indemnifying and holding harmless the United States from the claims of subcontractors and Grantees employees.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

**(Balance of this page intentionally left blank)**

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Amanda Simpson  
Chief, Military Branch, Real Estate Division  
Real Estate Contracting Officer

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for said County and State, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that she is the Real Estate Contracting Officer, U.S. Army Engineer District, Omaha, and that in said capacity she executed the above and foregoing **Easement for Levee Right-Of-Way** by authority of the Secretary of the Army for the purposes therein expressed and as the act and deed of the United States of America.

**GIVEN UNDER MY HAND AND SEAL**, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

THIS EASEMENT is also executed by the Grantees this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Eric Gottschalk, General Manager  
Lower Platte North Natural Resources District

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ [official title] of Lower Platte North Natural Resources District a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

**DACA45-2-18-6033**

I hereby certify that I am the \_\_\_\_\_ of  
*(Secretary or Attesting Officer)*  
the organization named in the foregoing agreement with the United States of America; that said  
organization is organized under the laws of the State of Nebraska; that the seal, if applicable,  
affixed to said instrument is the seal of said organization; that  
\_\_\_\_\_,  
*(Name of Officer)*

who signed said agreement was then \_\_\_\_\_ of said  
*(Title of Officer)*  
organization and has been duly authorized to sign the foregoing agreement on behalf of said  
organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said  
Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,  
if applicable, of said organization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Secretary or Attesting Officer*

\_\_\_\_\_  
*Corporation or Organization*

*This form certifies that the person signing the attached instrument has the authority to do so. The signature  
of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.*

**MRO Form 851** (21 Aug 02) (Edition dated 1 Oct 91 is obsolete)

THIS EASEMENT is also executed by the Grantees this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Paul Zillig, General Manager  
Lower Platte South Natural Resources District

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the county and state, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is \_\_\_\_\_ [official title] of Lower Platte South Natural Resources District, a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he/she executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

**DACA45-2-18-6033**

I hereby certify that I am the \_\_\_\_\_ of  
*(Secretary or Attesting Officer)*  
the organization named in the foregoing agreement with the United States of America; that said organization is organized under the laws of the State of Nebraska; that the seal, if applicable, affixed to said instrument is the seal of said organization; that  
\_\_\_\_\_,  
*(Name of Officer)*

who signed said agreement was then \_\_\_\_\_ of said  
*(Title of Officer)*  
organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,  
if applicable, of said organization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Secretary or Attesting Officer*

\_\_\_\_\_  
*Corporation or Organization*

*This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.*





Resident Park Permit Income YTD	Non Resident Park Permit Income YTD		Resident Duplicate Permit Income YTD		Non Resident Duplicate Permit Income YTD		Total NRD Sales YTD		Total Gross Park Permit Income YTD
\$19,605.00	\$46,200.00		\$4,890.00		\$6,995.00		\$77,690.00		\$96,317.50
Corner Market Resident	Corner Market Non Resident		Corner Market Resident Duplicate		CM NR Duplicate		Total Corner Market Sales YTD		Corner Market Convenience Fee YTD
\$7,665.00	\$7,850.00		\$2,047.50		\$1,065.00		\$18,627.50		\$1,183.00
Resident Park Permits Sold YTD	Non Res Park Permits Sold YTD		Res Duplicate Park Permits Sold YTD		Non Res Duplicate Permits Sold YTD		Total Park Permits Sold YTD		Total Net Park Permit Income YTD
1818	2162		924		645		5549		\$95,134.50
Permit Sales by Location:	Office: 802		Guard Shack: 2345		Web: 1219		Corner Market: 1183		
Sales Demographics:	Resident		Resident Duplicate		Non Resident		Non Resident Duplicate		
LPNNRD:	1307		651		1848		560		
Corner Market:	511		273		314		85		
Monetary Sales by Month 18/19:	Resident	Non Resident	Resident Duplicate	NR Duplicate	CM Resident	CM Non Resident	CM Resident Dup	CM Non Res Dup	Total Monetary by Month
2019 December	\$1,230.00	\$1,475.00	\$495.00	\$387.50	\$405.00	\$250.00	\$150.00	\$77.50	\$4,470.00
2020 January	\$1,935.00	\$4,450.00	\$600.00	\$595.00	\$1,140.00	\$2,200.00	\$375.00	\$350.00	\$11,645.00
2020 February	\$1,020.00	\$2,250.00	\$307.50	\$275.00	\$675.00	\$1,200.00	\$180.00	\$162.50	\$6,070.00
2020 March	\$1,035.00	\$1,975.00	\$285.00	\$350.00	\$720.00	\$725.00	\$217.50	\$50.00	\$5,357.50
2020 April	\$1,680.00	\$4,925.00	\$502.50	\$900.00	\$960.00	\$975.00	\$285.00	\$162.50	\$10,390.00
2020 May	\$5,895.00	\$16,125.00	\$1,282.50	\$2,437.50	\$1,530.00	\$1,375.00	\$345.00	\$187.50	\$29,177.50
2020 June	\$3,420.00	\$6,475.00	\$795.00	\$812.50	\$945.00	\$300.00	\$232.50	\$50.00	\$13,030.00
2020 July	\$1,485.00	\$3,775.00	\$315.00	\$562.50	\$630.00	\$425.00	\$127.50	\$12.50	\$7,332.50
2020 August	\$1,050.00	\$2,825.00	\$180.00	\$375.00	\$360.00	\$150.00	\$82.50	\$12.50	\$5,035.00
2020 September	\$705.00	\$1,650.00	\$90.00	\$225.00	\$180.00	\$50.00	\$37.50	\$0.00	\$2,937.50
2020 October	\$150.00	\$250.00	\$37.50	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$512.50
2020 November	\$0.00	\$25.00	\$0.00	\$0.00	\$120.00	\$200.00	\$15.00	\$0.00	\$360.00

Resident Park Permit Income YTD	Non Resident Park Permit Income YTD		Resident Duplicate Permit Income YTD		Non Resident Duplicate Permit Income YTD		Total NRD Sales YTD		Total Gross Park Permit Income YTD
\$17,115.00	\$34,865.00		\$4,485.00		\$4,437.50		\$60,902.50		\$82,252.50
Corner Market Resident	Corner Market Non Resident		Corner Market Resident Duplicate		CM NR Duplicate		Total Corner Market Sales YTD		Corner Market Convenience Fee YTD
\$7,485.00	\$10,800.00		\$1,702.50		\$1,362.50		\$21,350.00		\$1,267.00
Resident Park Permits Sold YTD	Non Res Park Permits Sold YTD		Res Duplicate Park Permits Sold YTD		Non Res Duplicate Permits Sold YTD		Total Park Permits Sold YTD		Total Net Park Permit Income YTD
1640	1827		825		464		4756		\$80,985.50
Permit Sales by Location:	Office: 1147		Guard Shack: 1335		Web: 1007		Corner Market: 1267		
Sales Demographics:	Resident		Resident Duplicate		Non Resident		Non Resident Duplicate		
LPNNRD:	1141		598		1395		355		
Corner Market:	499		227		432		109		
Monetary Sales by Month 18/19:	Resident	Non Resident	Resident Duplicate	NR Duplicate	CM Resident	CM Non Resident	CM Resident Dup	CM Non Res Dup	Total Monetary by Month
2018 December	\$1,635.00	\$1,925.00	\$667.50	\$312.50	\$30.00	\$0.00	\$15.00	\$0.00	\$4,585.00
2019 January	\$2,115.00	\$4,550.00	\$682.50	\$712.50	\$675.00	\$1,200.00	\$187.50	\$250.00	\$10,372.50
2019 February	\$945.00	\$3,975.00	\$262.50	\$387.50	\$645.00	\$2,900.00	\$150.00	\$412.50	\$9,677.50
2019 March	\$795.00	\$1,700.00	\$247.50	\$212.50	\$480.00	\$800.00	\$120.00	\$100.00	\$4,455.00
2019 April	\$1,875.00	\$4,000.00	\$450.00	\$500.00	\$1,530.00	\$1,450.00	\$390.00	\$212.50	\$10,407.50
2019 May	\$3,360.00	\$6,875.00	\$757.50	\$700.00	\$1,440.00	\$1,900.00	\$390.00	\$175.00	\$15,597.50
2019 June	\$2,940.00	\$5,325.00	\$720.00	\$675.00	\$1,110.00	\$1,225.00	\$195.00	\$100.00	\$12,290.00
2019 July	\$1,830.00	\$3,225.00	\$375.00	\$475.00	\$1,035.00	\$775.00	\$172.50	\$37.50	\$7,925.00
2019 August	\$990.00	\$2,150.00	\$180.00	\$312.50	\$330.00	\$275.00	\$52.50	\$12.50	\$4,302.50
2019 September	\$450.00	\$865.00	\$112.50	\$125.00	\$195.00	\$200.00	\$30.00	\$37.50	\$2,015.00
2019 October	\$165.00	\$250.00	\$30.00	\$12.50	\$15.00	\$75.00	\$0.00	\$25.00	\$572.50
2019 November	\$15.00	\$25.00	\$0.00	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50

# Accepting Tree Orders!

LPNNRD is accepting tree and shrub orders! View available species online and an order form at [www.lpnnrd.org](http://www.lpnnrd.org) or call 402-443-4675



**LOWER PLATTE NORTH**  
Natural Resources District

