

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY
(PIPELINE)

ON PAPILLION CREEK AND TRIBUTARIES, DAM SITE #11, NEBRASKA

No. DACW45-2-83-6083

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to the SANITARY IMPROVEMENT DISTRICT NO. 316, a governmental subdivision of the County of Douglas, Nebraska

hereinafter designated as the grantee, for a period not exceeding fifty (50) years from the date hereof, an easement for a right of way for the construction, installation, operation and maintenance of an underground sanitary sewer outfall pipeline, hereinafter referred to as "said line",

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A" attached hereto and made a part hereof, and described as follows: on Exhibit "A", attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of (\$)
 per acre in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to the grantor.

THIS CONDITION DELETED

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer 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 grantee shall have the right of ingress and egress for such purposes.

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

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, ~~or for injuries to the person of the grantee if an individual,~~ nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

Prior to execution of this easement, the granting clause and Conditions Nos. 7 and 13 were altered, Condition No. 1 was deleted, and Conditions Nos. 15, 16, 17, 18, 19, 20, 21, 22, and 23 were added on Pages 3a and 3b, attached hereto and by this reference made a part hereof.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 13th day of April 19 83, by authority of the Secretary of the Army.



PETER P. POLLREIS
Chief, Real Estate Division
Omaha District, Corps of Engineers

15. That, within the limits of their respective legal powers, the parties to this easement shall protect the project against pollution of its water. The grantee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by Environmental Protection Agency and/or a state, interstate or local governmental water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate or local governmental agency are hereby made a condition of this easement.
16. The grantee shall neither transfer nor assign this easement or any property on the premises, nor grant any interest, privilege, or license whatsoever in connection with the easement without permission in writing from the Secretary of the Army or his authorized representative.
17. The right is hereby reserved to the United States to flood the granted premises whenever necessary in connection with river and flood control work, and the grantee shall have no claim for damages of any character on account thereof against the United States.
18. The installation of said line shall not interfere with or obstruct access to and exit from the water areas by the general public for fishing, boating and recreational purposes.
19. That all trees and shrubs shall be transplanted or replaced in kind by the grantee to the satisfaction of said officer where their removal is necessary for construction. In addition, the grantee shall restore all disturbed land within the granted premises, and reseed same to native grasses, to maintain the area in a condition like or equal to that which existed prior to the work herein authorized.
20. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the licensee shall immediately notify the District Engineer, Omaha District and Nebraska State Historic Preservation Office, State of Nebraska, Historical Society, 1550 "R" Street, Lincoln, Nebraska 68508, and the site and the material shall be protected by the licensee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.
21. That the grantee shall not discriminate against nor exclude from participation in its operations any person(s) on the basis of race, color, national origin, sex, age or handicap. The grantee furnishes as a part of this contract an assurance (Exhibit "C"), that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d) and Department of Defense Directive 5500.11. The grantee further agrees to comply with the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Age Discrimination Act of 1974 (42 U.S.C. 6102).

Easement No. DACW45-2-83-6083

22. That the United States and its recreational lessee shall have the right to attach additional sewerlines onto said line, at no cost to the Government, in order to provide service to either existing or future facilities.
23. The grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, and ordinances, and regulations of the state, county, and municipality wherein the premises are located.

Papillion Creek & Tributaries Lakes
 Site 11
 Nebraska
 Permanent Sanitary Sewer Easement

A tract of land situated in the SE $\frac{1}{4}$ of Section 22 and the W $\frac{1}{2}$ of Section 23, Township 16 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, being more particularly described as follows:

- Commencing at the Southwest corner of said Section 22;
- thence Easterly along the South line of said Section 22, 494.22 feet, to the POINT OF BEGINNING;
- thence North, 50.00 feet;
- thence North 89°40'59" East, 1358.10 feet;
- thence North 68°49'35" East, 438.40 feet;
- thence North 03°06'59" West, 294.77 feet;
- thence North 19°51'02" East, 158.74 feet;
- thence North 03°14'17" East, 213.97 feet;
- thence Northerly along a curve to the left, having a radius of 1640.00 feet, 745.24 feet (chord bearing North 09°46'49" West, 738.85 feet);
- thence North 22°47'54" West, 391.77 feet;
- thence North 46°34'36" East, 457.58 feet;
- thence North 54°03'58" East, 450.14 feet;
- thence North 48°12'54" East, 449.01 feet;
- thence North 42°40'22" East, 447.91 feet;
- thence North 24°24'15" East, 898.05 feet;
- thence North 20°27'26" East, 898.84 feet;
- thence North 11°10'09" East, 411.29 feet;
- thence North, to the North line of said Section 23;

EXHIBIT A ATTACHED TO AND MADE
 A PART OF DACW 45-2-83-6083

Papillion Creek & Tributaries Lakes
Site 11
Nebraska
Permanent Sanitary Sewer Easement

(Cont'd):

- thence Easterly, along said North line, 20.01 feet;
 - thence South, 40.47 feet;
 - thence South 11°10'09" West, 414.37 feet;
 - thence South 20°27'16" West, 901.16 feet;
 - thence South 24°24'15" West, 901.95 feet;
 - thence South 42°40'22" West, 452.09 feet;
 - thence South 48°12'54" West, 451.00 feet;
 - thence South 54°03'58" West, 449.86 feet;
 - thence South 46°34'36" West, 442.42 feet;
 - thence South 22°47'54" East, 377.93 feet;
 - thence Southerly along a curve to the right, having a radius of 1660.00 feet, 754.33 feet (chord bearing South 09°46'49" East, 747.86 feet);
 - thence South 03°14'17" West, 216.89 feet;
 - thence South 19°51'02" West, 158.74 feet;
 - thence South 03°06'59" West, 302.23 feet;
 - thence South 68°49'35" West, 456.60 feet;
 - thence South 89°40'59" West, 1341.90 feet;
 - thence South, to said South line of Section 22;
 - thence Westerly, along said South line to the point of beginning.
- The tract of land herein described contains 3.53 acres, more or less.

6Feb81

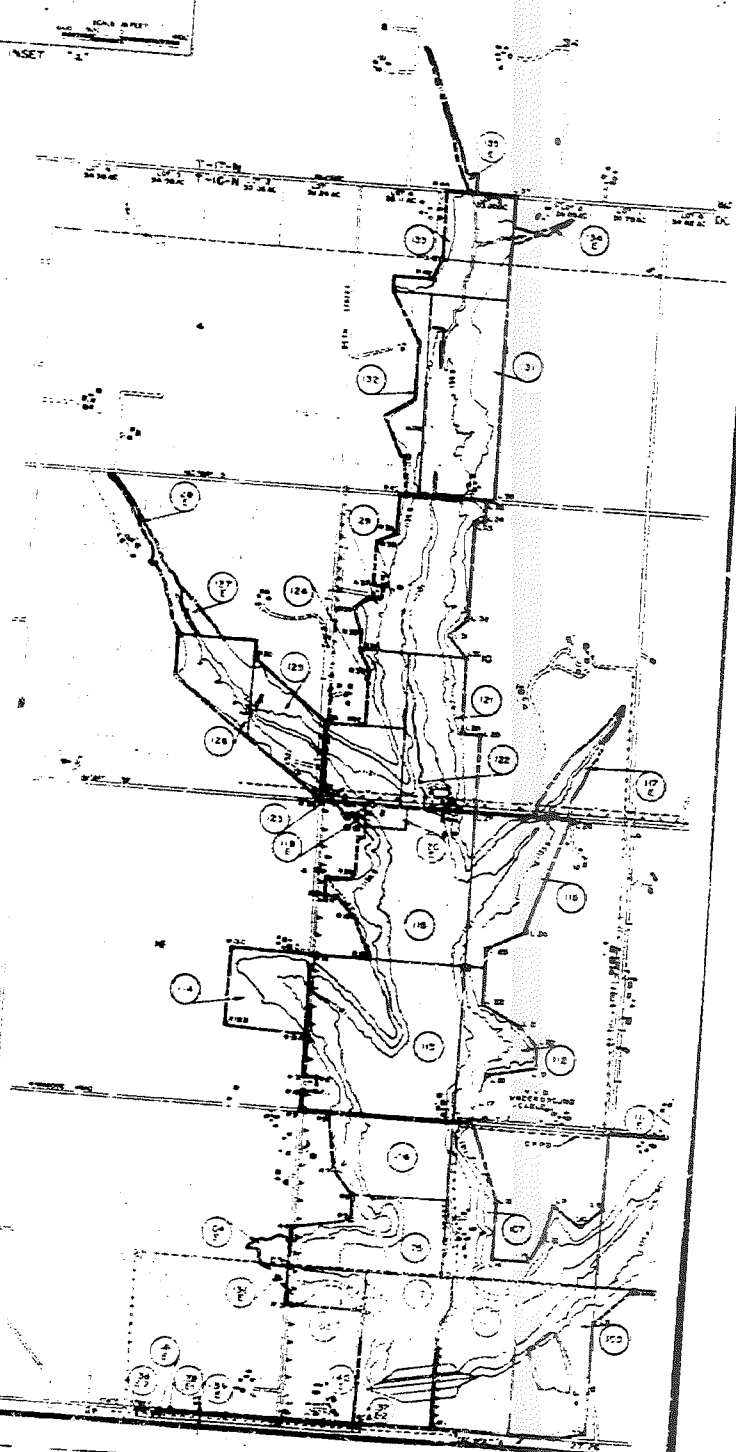
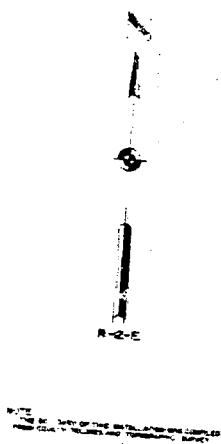
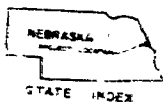
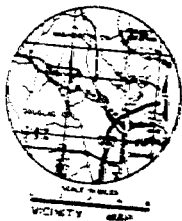
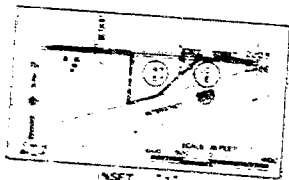


EXHIBIT B ATTACHED TO AND MADE
A PART OF DACW 47-2-83-6083

TRACT REGISTER			
TRACT NO.	LAND OWNER	ACRES	REMARKS
100	Edw. J. ...	1.25	Deed No. 12-24-72
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FINAL

PROJECT MAP

DEPT. OF THE ARMY
ENGINEERING CORPS OF ENGINEERS

LOCATION OF PROJECT

STATE: NEBRASKA
COUNTY: DOUGLAS & WASHINGTON
DIVISION: MISSOURI RIVER
DISTRICT: OMAHA
ARMY AREA: SIXTH
2. AREA IN W. OF OMAHA

TRANSPORTATION FACILITIES

ROADS: U.S. 80, U.S. 163, U.S. 169
STATE ROADS: 26, 69, 133
FEDERAL ROAD: I-80
AIR LINES: UNITED, BRANIFF, FRONTIER, NORTH CENTRAL & EASTERN

ACQUISITION

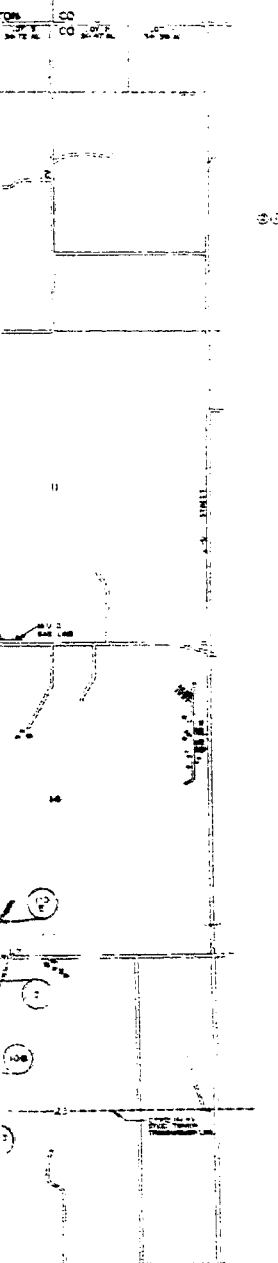
TOTAL ACRES ACQUIRED: 1063.40
FEE: 158.62

DISPOSAL

TOTAL ACRES DISPOSED OF: 1063.40

LEGEND

RESERVATION LINE
RESERVATION LINE (with symbol)
TRACT BOUNDARY LINE
TRACT NUMBER
CONTOUR LINE
DISPOSAL



FEE 1063.40 AC IN DOUGLAS CO
EASE 7.04 AC
CASE 2.40 AC IN WASHINGTON CO

LEGEND
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SEGMENT 1

DEPARTMENT OF THE ARMY
OFFICE OF THE OMAHA DISTRICT ENGINEER
MISSOURI RIVER DIVISION

REAL ESTATE
PAPILLION CREEK AND TRIBUTARIES LAKES
SITE 11

APPROVED BY: *[Signature]*
DATE: 1 AUG 66

OFFICE: OFFICE OF ENGINEER, DIVISION 23, B. C.

PREVIOUS EDITION MAY BE USED

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MRO FORM 12
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ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Douglas Co. Sanitary & Improvement Dist. 311 hereinafter called
"Applicant-Recipient")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated 2-15-83

By Mitchell Hall
(Applicant-Recipient)
(President, Chairman of Board, or
comparable authorized official)

(Applicant-Recipient's Mailing Address)
MRO FORM 1277
1 AUG 66

EXHIBIT C ATTACHED TO AND MADE

A PART OF DAC 045-2-83-6083

NAME OF FORM	MRO Form 1277 - Assurance of Compliance	PRESCRIPTION OBJECTIVE	ER 1130-2-31A
AUTHORITY	Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1; 78 Stat. 252)		
PRINCIPAL PURPOSE(S)	To assure that every application of Federal financial assistance to carry out a program or to provide a facility, as authorized under laws administered by any component of the Department of Defense, shall, as a condition to its approval and the extension of any Federal financial assistance pursuant to the applications, contain or be accompanied by an assurance that the program will be conducted or the facility operated in such a manner that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any such program or activity.		
HOW IT USES	Information secured from completed MRO Form 1277 is used in determining whether or not the recipients of nominal or no consideration grants are in continuing compliance with the requirements of Title VI of the Civil Rights Act of 1964. A register of compliance is maintained from reports submitted and checked by field inspectors.		
4. Continued:	applicable proceedings under State or local law.		
4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUALS NOT PROVIDING INFORMATION	If there appears to be a failure or a threatened failure to provide the necessary information, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance or by any other means authorized by law as determined by the responsible Department official. Such other means may include, but are not limited to (1) a reference to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States or any assurance or other contractual undertaking, and (2) any Continued above		
MRO FORM 1277	Privacy Act Statement - 28 Sep 75		

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DEPARTMENT OF THE ARMY

LICENSE

PAPILLION CREEK AND TRIBUTARIES, WAM SITE #11, NEBRASKA
NO. DAC#45-3-83-6084

THE SECRETARY OF THE ARMY hereby grants to DOUGLAS COUNTY SANITARY AND IMPROVEMENT DISTRICT NO. 316, a governmental subdivision of the County of Douglas, State of Nebraska, with its principal office and place of business in the City of Omaha, State of Nebraska, a license, for a period of three (3) years commencing on 15 March 1953 and ending 14 March 1956 or upon completion of the installation of the sanitary sewer pipeline, whichever date occurs first, but revocable at the will of the Secretary of the Army, to construct and install an underground sanitary outfall sewer pipeline, covered under Easement No. DAC#45-2-83-6083, hereinafter referred to as "said line", over, across, in and upon Government land as shown in green on Exhibit "B", attached hereto and by this reference made a part hereof, and described on Exhibit "A", attached hereto and by this reference made a part hereof.

~~as shown in red on Exhibit described as follows~~

~~attached hereto and made a part hereof~~

THIS LICENSE is granted subject to the following conditions:

1. That the licensee shall pay to the United States compensation in the amount of: **THIS CONDITION DELETED**
Payments shall be forwarded directly to
2. That the exercise of the privileges hereby granted shall be without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject also to such regulations as may be prescribed by him from time to time.
3. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said officer, or in lieu of such repair or replacement the licensee shall, if so required by the said officer pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.
4. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for injuries to the person of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims.

UNITED STATES

5. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said officer, damages beyond the control of the licensee and due to fair wear and tear excepted. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause the property to be removed and the premises to be so restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

6. That the licensee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer upon bills rendered monthly.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of the facilities constructed by the licensee on the said premises.

8. That this license may be terminated by the licensee at any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice in writing; provided that, in case of such termination, no refund by the United States of any rental theretofore paid shall be made.

9. That it is to be understood that this license is effective only insofar as the rights of the United States in the property involved are concerned, and that the licensee shall obtain such permission as may be necessary on account of any other existing rights.

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Prior to execution of this license, the granting clause was amended, Condition No. 1 was deleted and Conditions Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 were added on Pages 3a and 3b, attached hereto and by this reference made a part hereof.

~~10. That Condition (a) No. (a) be the condition of this license.~~

~~was (was) deleted before~~

This License is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army

this 13th day of April 1983.

Peter P. Pollreis

PETER P. POLLREIS
Chief, Real Estate Division
Omaha District, Corps of Engineers

The above instrument, together with all the conditions thereof, is hereby accepted this 3rd day of March 1983.

DOUGLAS COUNTY
SANITARY AND IMPROVEMENT DISTRICT NO. 316

BY: *Michael J. Hall*

10. That the conditions of this license shall extend to and be binding upon the employees, servants, agents and contractors of the licensee.

11. The licensee shall protect and manage the demised premises to insure that resources of scientific, historical, architectural and/or archeological significance are preserved and maintained. The licensee shall not conduct, or cause or allow to be conducted, any land or vegetation alteration activities such as land clearing or leveling, footing or trench excavation, deep chisel plowing, or construction of terraces, dikes, levees, channels, etc., (other than shallow cultivation of previously tilled areas) without prior written approval of the District Engineer. The licensee shall take no action which affects improvements or sites of a historical or cultural value without prior written approval of the District Engineer. The licensee shall not remove or disturb, or cause or allow to be removed or disturbed, any scientific, historical, archeological, architectural, or other cultural artifacts, relics, vestiges, or remains. In the event such items are discovered on the premises, the licensee shall immediately notify the District Engineer, Omaha District, and the Nebraska State Historical Society, 1500 "R" Street, Lincoln, NE 68508 (phone: Area Code 402-471-3270), and protect the site and material from any further disturbance unless and until authorized to do so by the District Engineer. The costs of cultural resource surveys, mitigation alternatives, and other measures necessary to comply with applicable laws, regulations, and 36 CFR, Part 800, shall be borne by the licensee if it is determined by the District Engineer that funds and/or time limitations preclude U.S. Government participation; provided, however, that if it is determined that such cost must be borne by the licensee, said licensee shall have the option to terminate this instrument without incurring said costs, with 10 days written notice to the District Engineer; provided further, however, that this shall not relieve the licensee of any other responsibilities, obligations, and liabilities as otherwise provided under this instrument. If cultural resources determined eligible for nomination to the National Register of Historic Places are discovered within the demised premises, any necessary Memorandum of Agreement will be coordinated with the licensee, and when approved by the Advisory Council on Historic Preservation, said Memorandum(s) shall become a part of this instrument insofar as it (they) are applicable to the demised premises.

12. That the licensee shall comply promptly with regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state agency having jurisdiction to abate or prevent water pollution, land pollution (solid waste management), air pollution, and Department of the Army pollution abatement regulations, as may be issued. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, a state agency, and the Department of the Army, are hereby made a condition of this license.

13. The right is hereby reserved to the United States to flood the granted premises whenever necessary in connection with river and flood control work, and the licensee shall have no claim for damages of any character on account thereof against the United States.

License No. DACW45-3-83-6084

14. The licensee shall have the right of ingress and egress, in, to, over, through, and across the hereinabove described property for all purposes required for the full use of the property herein provided.

15. That any future construction of appurtenances by the licensee over, across, in and upon the land described above, shall be accomplished pursuant to plans and specifications submitted for review by the Government prior to commencement of construction. Such approval shall not be unreasonably withheld.

16. The licensee, by notice in writing to the United States, may abandon the license herein granted and cease the use of the same, in whole or in part, without any responsibility to the United States to remove said line and appurtenances within the abandoned area, or any responsibility to the United States to restore the premises, and all right, title, and interest hereunder of the licensee shall cease and terminate as of the date of such notice and the United States shall hold the abandoned premises as the same way then be free from the privileges granted herein; provided, however, the licensee shall not leave the abandoned premises in an unsafe condition.

17. The installation of said line shall not interfere with or obstruct access to and exit from the water areas by the general public for fishing, boating, and recreational purposes.

18. That all trees and shrubs shall be transplanted or replaced in kind by the licensee to the satisfaction of said officer where their removal is necessary for construction. In addition, the licensee shall restore all disturbed land within the granted premises, and reseed same to native grasses, to maintain the area in a condition like or equal to that which existed prior to the work herein authorized.

19. That the licensee shall not discriminate against any person or persons because of race, creed, sex, color, or national origin in the conduct of its operations thereunder.

20. That said line shall be well seated and backfill placed and compacted carefully around it in the trench and all backfill be compacted uniformly from bottom to top in equal lifts to a density of at least that of the surrounding undisturbed soils.

21. That all fences or other facilities removed by licensee shall be replaced in a condition like or equal to that which existed prior to their removal and to the satisfaction of said officer and without cost to the United States.

Papillion Creek & Tributaries Lakes
Site II
Nebraska
Temporary Construction Area for
Sanitary Sewer

A strip of land situated in the SE $\frac{1}{4}$ of Section 22 and the W $\frac{1}{2}$ of Section 23, Township 16 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, said strip being 100.00 feet in width, lying parallel with, adjacent to the following described line:

- Commencing at the Southwest corner of said Section 22;
- thence Easterly along the South line of said Section 22, 494.22 feet, to the POINT OF BEGINNING;
- thence North, 50.00 feet;
- thence North 89°40'59" East, 1358.10 feet;
- thence North 68°49'35" East, 438.40 feet;
- thence North 03°06'59" West, 294.77 feet;
- thence North 19°51'02" East, 158.74 feet;
- thence North 03°14'17" East, 213.97 feet;
- thence Northerly along a curve to the left, having a radius of 1540.00 feet, 745.24 feet (chord bearing North 09°46'49" West, 738.85 feet);
- thence North 22°47'54" West, 391.77 feet;
- thence North 46°34'36" East, 457.58 feet;
- thence North 54°03'58" East, 450.14 feet;
- thence North 48°12'54" East, 449.01 feet;
- thence North 42°40'22" East, 447.91 feet;
- thence North 24°24'15" East, 898.05 feet;
- thence North 20°27'26" East, 898.84 feet;
- thence North 11°10'09" East, 411.29 feet;
- thence North, to the North line of said Section 23 and the point of termination.

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EXHIBIT A. ATTACHED TO AND MADE

A PART OF DAC 145-3-88 6164

Corrected

Papillion Creek & Tributaries Lakes
Site 11
Nebraska
Temporary Construction Area for
Sanitary Sewer

(Cont'd):

Also that portion of a strip of land situated in said SE $\frac{1}{2}$ of Section 22 and the W $\frac{1}{2}$ of Section 23, said strip being 50.00 feet in width, lying parallel with, adjacent to the following described line:

Commencing at the Southwest corner of said Section 22;

thence Easterly along the South line of said Section 22, 514.22 feet, to the POINT OF BEGINNING;

thence North, 30.00 feet;

thence North 89°40'59" East, 1341.90 feet;

thence North 68°49'35" East, 456.60 feet;

thence North 03°06'59" East, 302.23 feet;

thence North 19°51'02" East, 158.74 feet;

thence North 03°14'17" East, 216.89 feet;

thence Northerly along a curve to the left, having a radius of 1660.00 feet, 754.23 feet (chord bearing North 09°46'49" West, 747.86 feet);

thence North 22°47'54" West, 377.93 feet;

thence North 46°34'36" East, 442.42 feet;

thence North 54°03'58" East, 449.86 feet;

thence North 48°12'54" East, 451.00 feet;

thence North 42°40'22" East, 452.09 feet;

thence North 24°24'15" East, 901.95 feet;

thence North 20°27'26" East, 901.16 feet;

thence North 11°10'09" East, 414.87 feet;

thence North, to the North line of said Section 23 and the point of beginning.

The combined strips of land herein described contain 22.98 acres, more or less.

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S. J. Mues

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