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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
PAPILLION CREEK AND TRIBUTARIES
DAM SITE 16, STANDING BEAR LAKE
DOUGLAS COUNTY, NEBRASKA

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, **SANITARY AND IMPROVEMENT DISTRICT NO. 401**, a political subdivision duly organized and existing under and by virtue of the laws of the state of Nebraska, hereinafter referred to as the grantee, an easement for the **construction, operation and maintenance of three sanitary sewer pipe lines**, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibits "A", "B", "C" and "D", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of fifty (50) years beginning **July 25, 1997** and ending **July 24, 2047**.

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of **Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00)** in full for the term hereof payable to the order of the Omaha District, Corps of Engineers and delivered to USAED, Omaha, ATTN: CENWO-RM-FD, 215 North 17th Street, Omaha, Nebraska 68102-4978.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **Sanitary and Improvement District No. 401, c/o Mr. Dennis P. Hogan, Attorney at Law, Regency 1 Bldg., Suite 100, 10050 Regency Circle, Omaha, Nebraska 68114-3773**, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 215 North 17th Street, Omaha, Nebraska 68102-4978, or as may from time to time otherwise be directed by the

Return: Janey Rymearson & Assoc Attn: Scott Kooz
14710 West Dodge Road Ste 100
Omaha NE 68154-2029

parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Omaha District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee 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 other

causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, 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; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/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.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee 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 grantee.

12. INDEMNITY

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 or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. 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 grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, 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.

15. RELOCATION OF FACILITIES

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

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary 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 Secretary for failure of the grantee 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.

17. SOIL AND WATER CONSERVATION

The grantee 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 grantee during the term of this easement, and the grantee 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 grantee shall be corrected by the grantee as directed by said officer.

18. 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 grantee shall promptly 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 strictly 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 grantee 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 and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

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

19. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "E". Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

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, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and

restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee 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 of 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 or local statute in connection with use of the premises.

Prior to the execution of this easement the following site specific conditions nos. 24, 25, 26, 27, 28 & 29 were added hereto and made a part hereof:

24. The grantee shall protect all trees within 50 feet of the construction zone from construction activity and damage. These trees shall be protected by the placement of a construction fence around each tree, the fence being located beyond the dripline of the canopy of the tree. Trees that are situated relatively close together should be protected in mass.

25. Construction materials and vehicles are not permitted to be stored or parked within the park property. Personal vehicles for contractor employees may be parked at designated parking areas.

26. The grantee shall mitigate the removal/loss of trees within the construction zone on a one for one basis, wherein the trees are to be replaced with like kind and like diameter of the trees. Replacement shall be coordinated with the Corps Park Manager and the City of Omaha Park Planner.

27. The grantee shall install and maintain appropriate erosion control measures at all utility installation sites during the construction process and shall not remove the control measures until all sources of erosion have been permanently stabilized.

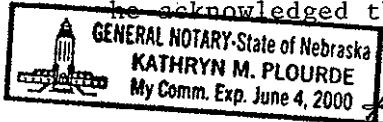
28. The grantee shall reseed all disturbed easement right-of-way areas with a mixture and at a rate as directed by the Corps Park Manager.

29. The grantee shall, upon completion of sewer pipeline construction, immediately restore any Corps of Engineers boundary fencing which has been removed, damaged or altered during the construction activity.

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

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 8th day of August, 1997.

On August 8, 1997, GARY D. BLAIR personally appeared before me, who is personally known to me to be the signor of the above instrument, and he acknowledged that he signed it.



Kathryn M Plourde
Notary Public

My Commission expires 4 June 2000

Gary D Blair

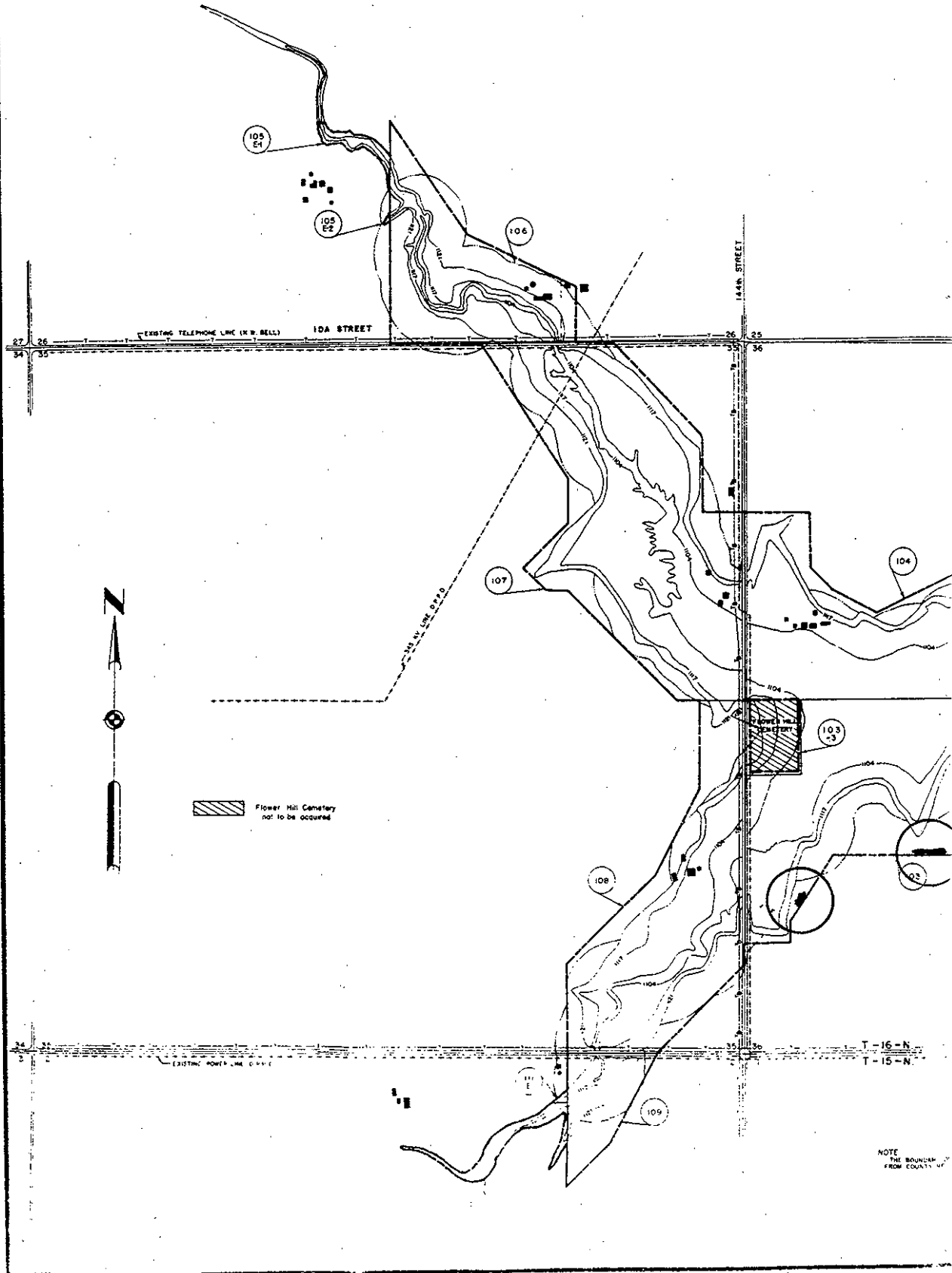
GARY D. BLAIR
Chief, Real Estate Division
Omaha District, Corps of Engineers

THIS EASEMENT is also executed by the Grantee this 28th day of July, 1997.

SANITARY AND IMPROVEMENT DISTRICT
NO. 401

BY: *[Signature]*

TITLE: Chairman



NOTE
THE BOUNDARIES
FROM EQUITY

TRACT REGISTER

Table with columns: TRACT NO., LAND OWNER, ACREAGE (FEE, EASE), REMARKS. Includes tracts 100 through 103-3.

FINAL

PROJECT MAP

DEPT. OF THE ARMY
USING SERVICE CORPS OF ENGINEERS

LOCATION OF PROJECT

STATE: NEBRASKA
COUNTY: DOUGLAS
DIVISION: MISSOURI RIVER
DISTRICT: OMAHA
ARMY AREA: SIXTH
14 MILES N.W. OF OMAHA

TRANSPORTATION FACILITIES

RAILROADS: C.B.&Q., U.P., M.P., C.&N.W.
STATE ROADS: 133, 64
FEDERAL ROADS: 6, 30A, I-680
AIR LINES: UNITED, BRANIFF, FRONTIER, NORTH CENTRAL & EASTERN

ACQUISITION

TOTAL ACRES ACQUIRED: 537.77
PUBLIC DOMAIN: WITHDRAWAL, USE PERMIT
TRANSFER
LEASE
LESSER INTERESTS: EASE (6) 6.42

DISPOSAL

TOTAL ACRES DISPOSED OF
PUBLIC DOMAIN: WITHDRAWAL, USE PERMIT
TRANSFERRED
LEASES TERMINATED
LESSER INTERESTS TERM.
REASSIGNED
OTHER

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 23.
RESERVATION LINE
TRACT BOUNDARY LINE
CONTOUR LINE
DISPOSAL

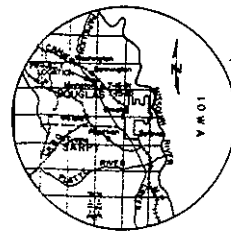
SEGMENT "I"

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

DRAWN BY: REP
TRACED BY: REP
CHECKED BY:

SUBMITTED BY: [Signature]
RECOMMENDED BY:

REAL ESTATE
PAPILLION CREEK AND TRIBUTARIES LAKES
SIT 16
(STANDING BEAR LAKE)



VICINITY MAP



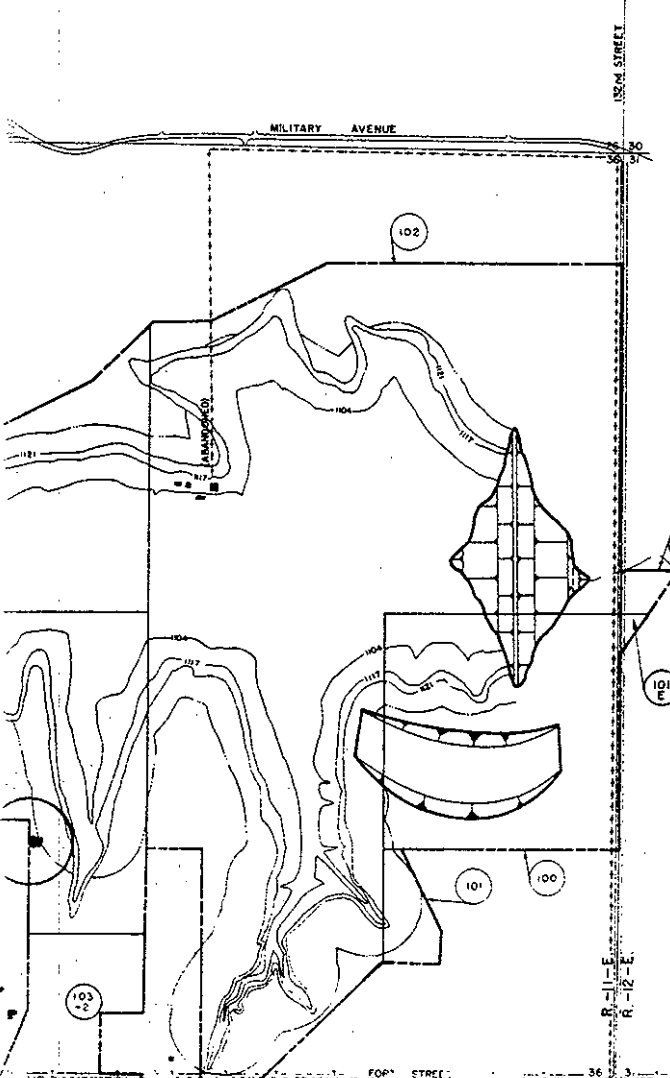
STATE INDEX

LEGEND

Elev 1104 Multi-Purpose Pool
Elev 1117 Full Pool
Elev 1121 Spillway Crest

THIS DRAWING HAS BEEN REDUCED TO THREE-FOURTHS THE ORIGINAL SCALE.

PL. 90-485
47th Ind. OCE to MRD
ACQUISITION AUTHORIZATION



NO SCALE

STATION HAS COMPLETED TOGRAPHIC SURVEY

Table with columns: No., Date, Description, Amount, etc. Includes 'Final Audit' and 'Reviewed by'.

EXHIBIT "A" ATTACHED TO AND MADE A PART OF DACW45-2-97-6034

LEGAL DESCRIPTION

Easement for the construction and maintenance of a sanitary sewer over that part of the Southwest Quarter of Section 36, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the west corner common to Lots 49 and 50, STANDING BEAR POINTE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

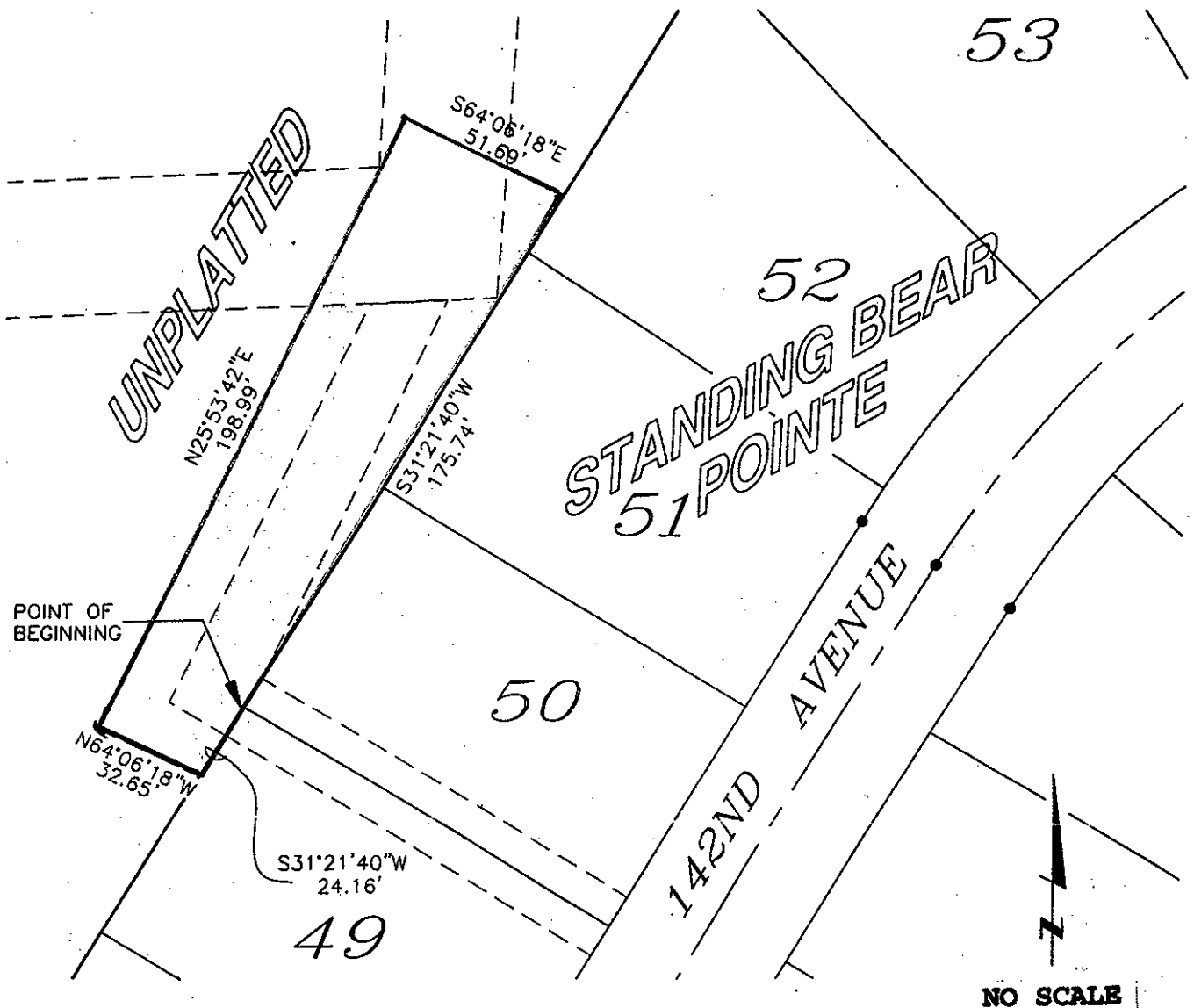
Thence South $31^{\circ}21'40''$ West (bearings referenced to the Final Plat of STANDING BEAR POINTE) for 24.16 feet along the west line of said Lot 49;

Thence North $64^{\circ}06'18''$ West for 32.65 feet;

Thence North $25^{\circ}53'42''$ East for 198.99 feet;

Thence South $64^{\circ}06'18''$ East for 51.69 feet to the west line of Lot 52, STANDING BEAR POINTE;

Thence South $31^{\circ}21'40''$ West for 175.74 feet to the Point of Beginning. SW SW
Contains 8392 square feet.



LEGAL DESCRIPTION

Easement for the construction and maintenance of a sanitary sewer over that part of the Southwest Quarter of Section 36, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the north corner common to Outlot 1 and Lot 61, STANDING BEAR POINTE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 87°41'12" West (bearings referenced to the Final Plat of STANDING BEAR POINTE) for 116.78 feet along the north line of said Outlot 1 and Lot 60, STANDING BEAR POINTE;

Thence North 02°18'48" West for 15.00 feet;

Thence North 87°41'12" East for 256.33 feet parallel with and 15.00 feet north of the north line of Lots 60 through 62, inclusive;

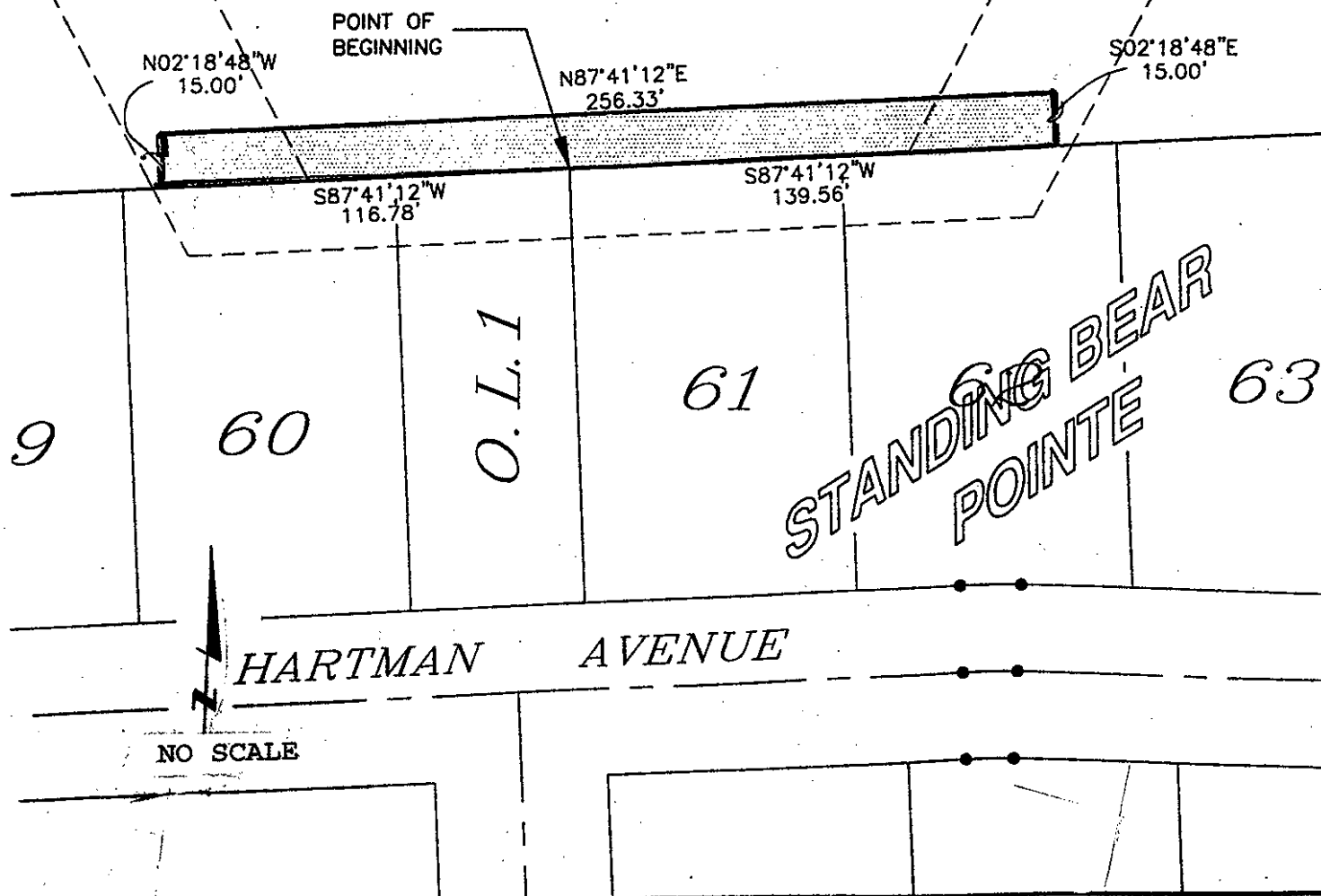
Thence South 02°18'48" East for 15.00 feet to the north line of said Lot 62;

Thence South 87°41'12" West for 139.56 feet to the Point of Beginning.

Contains 3845 square feet.

NE } SW
NW }

UNPLATTED



LEGAL DESCRIPTION

Easement for the construction and maintenance of a sanitary sewer over that part of the Southwest Quarter of Section 36, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the east corner common to Lots 68 and 69, STANDING BEAR POINTE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 02°17'02" West (bearings referenced to the Final Plat of STANDING BEAR POINTE) for 25.69 feet along the east line of said Lot 68;

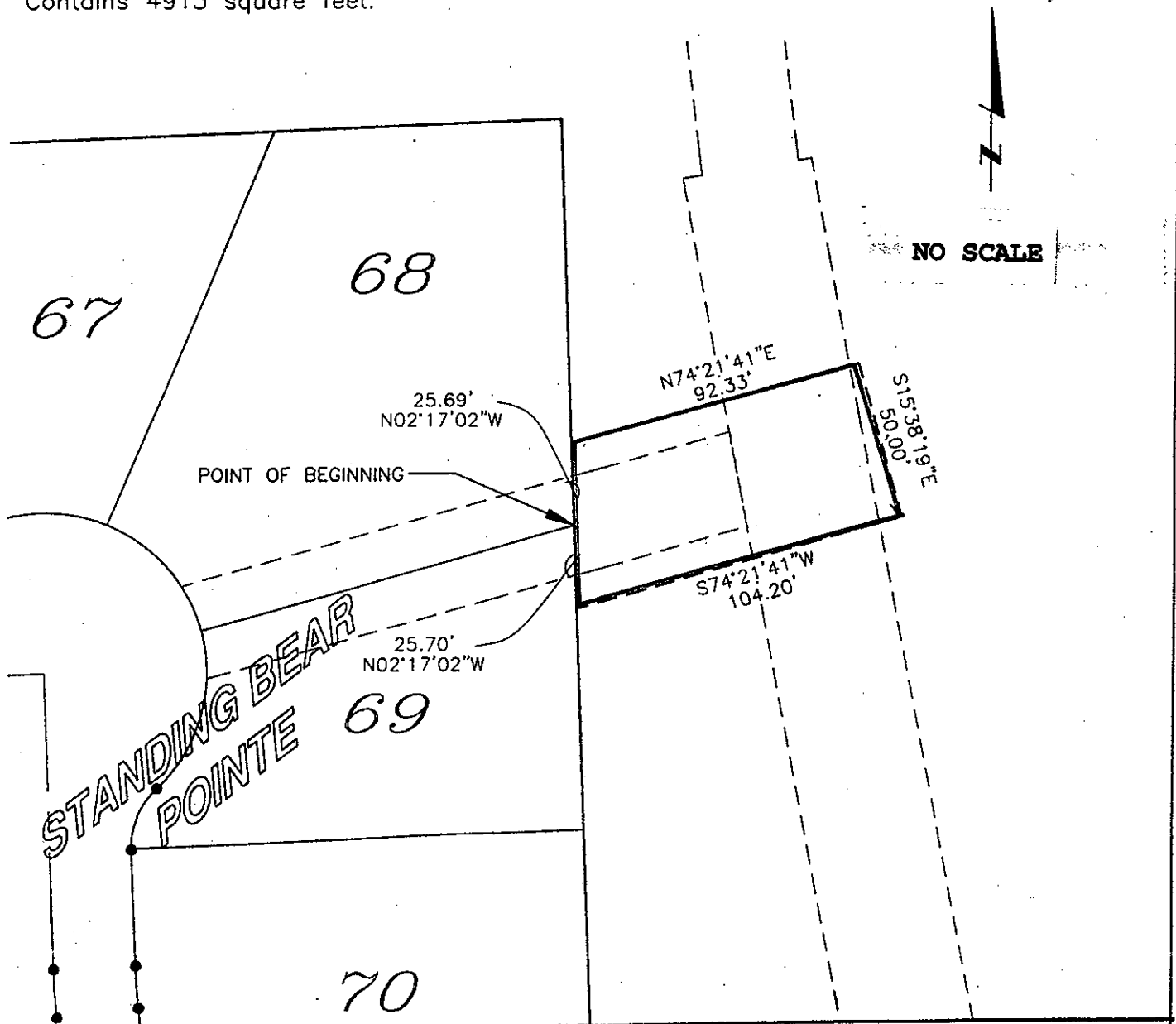
Thence North 74°21'41" East for 92.33 feet;

Thence South 15°38'19" East for 50.00 feet;

Thence South 74°21'41" West for 104.20 feet to the east line of said Lot 69;

Thence North 02°17'02" West for 25.70 feet to the Point of Beginning.
Contains 4913 square feet.

NE SW



PRELIMINARY ASSESSMENT SCREENING (PAS)

Project Name: Standing Bear Action: Sanitary Sewer connections

Address/location: 144th and Fort Sts, Omaha, Ne.

VISUAL SITE INSPECTION

Mark either YES or NO for each item. Note any quantities of the material that can be readily identified. This checklist does not purport to be comprehensive. It is the inspectors duty to recognize potential sources of hazardous contamination.

	YES	NO
1. Unusual odors - chemical	_____	<u>X</u>
2. Stained soil	_____	<u>X</u>
3. Stressed vegetation unusual dead or bare spots	_____	<u>X</u>
4. Leachate seeps	_____	<u>X</u>
5. Land features related to human activity	_____	<u>X</u>
6. Unnatural surface features	_____	<u>X</u>
7. Unauthorized dumping - drums or disposal containers	_____	<u>X</u>
8. Other debris: household, farms, industrial waste	_____	<u>X</u>
9. Underground storage tanks: fuel, waste oil	_____	<u>X</u>
10. Above-ground storage tanks: fuel, solvents, waste oil	_____	<u>X</u>
11. Unmarked drums stored on-site	_____	<u>X</u>
12. Oil slicks on water	_____	<u>X</u>
13. Machinery repair area: note type of repair done	_____	<u>X</u>
14. Electric transmission lines: transformers: pole or pad mounted	_____	<u>X</u>
15. Pipelines: major electrical equipment	_____	<u>X</u>
16. Potential asbestos containing materials in buildings	_____	<u>X</u>
17. Water wells on the site, in use or properly closed	_____	<u>X</u>

FILE SEARCH

	YES	NO
1. Do any records show that there have been any hazardous substances stored at the site? If YES, what type/ quantity of substances? When/where were substances stored? Was storage in compliance with regulations?	_____	<u>X</u>

	YES	NO
2. Were there any spills or releases of hazardous substances into the environment at the site? If YES, what type/ quantity of substances? When/where did the spill or release occur? What was response and was it cleaned up?	_____	<u>X</u>

	YES	NO
3. Were any hazardous substances disposed of on the property? If YES, list items, quantity, and location stored on separate sheet.	_____	<u>X</u>

4. The following documents were reviewed to determine whether any hazardous substances had ever been stored, released, or disposed of at the site.

Project historical files & Master Plan

	YES	NO
5. Based upon the information collected as of the date of this survey, it is possible to reasonably conclude that hazardous substances have not been stored for one year or more, known to have been released, or disposed of on this property.	<u>X</u>	_____

CONCLUSIONS: If there is reason to believe that hazardous substances have been stored on site for one year or more, released to the environment, or disposed of on the property, a complete explanation of the site condition shall be provided. This explanation shall include a description of the location, type, and quantity of the hazardous substance. For the purposes of complying with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), any presence of hazardous substances will be quantified as completely as possible: e.g., quantities of hazardous materials stored, released to the environment, or disposed of at the site. This information will be used for determining whether the quantities are over the CERCLA threshold limits.

RECOMMENDATIONS: Attach a list of any mitigative or corrective measures that may be required in accordance with Army, EPA, State or local regulations, laws, or ordinances. Also attach a list of any remedial actions taken or will be taken to mitigate the noted problems.

J. Donna Banks
Inspector

6-9-97
Date

CERTIFICATE OF AUTHORITY

I hereby certify that I am the Clerk, 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;
(State); that the seal, if applicable, affixed to said instrument
is the seal of said organization; that John C. Allen,
(Name of Officer)
who signed said agreement was then Chairman,
(Title of Officer) of said
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 28th day of July, 1997.

Jane A. Sramek
Secretary or Attesting Officer

Sanitary and Improvement District 401
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.