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 OMAHA, NE 68102

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E & A CONSULTING GROUP
 12001 "Q" St.
 OMAHA, NE 68137

NO. DACW45-2-01-6003

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 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 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. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. 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.

14. 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.

15. 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 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 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, interstate, 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.

16. 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 "D". Upon 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**.

17. 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 the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

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

b. The grantee, 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 grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the grantee 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 grantee 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 grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

NO. DACW45-2-01-6003

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises 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 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.

Prior to the execution of this easement the following site specific conditions nos. 21, 22, 23, 24, 25, 26, 27 and 28 were added hereto and made a part hereof:

21. The grantee shall reseed those areas disturbed by construction activities within the Corps of Engineers designated wildlife lands using United Seeds "low growing grass/wildflower mixture" or equivalent, applied at a rate of 32 lbs. Pure live seed/acre. United Seed's "Super Turf 1" or equivalent should be used on the remainder of the disturbed areas.

22. Boundary fencing, which is either removed or damaged by construction activities, should be replaced rather than salvaged by the grantee. This fence installation shall be made in compliance with the attached specifications (Exhibit "E").

23. Re-installation of the maintenance access "cattle" gates should be coordinated with Mr. Tom Ryan of the Omaha City Parks Department (444-3925) to determine if relocation and or culvert installation will be necessary to restore access for park maintenance equipment. Also, "pull offs" are needed in close proximity to these gates to provide temporary parking for maintenance vehicles while operators lock or unlock the access gate.

24. Trees removed or damaged as a result of construction activities shall be inventoried and mitigation executed to the satisfaction of the City of Omaha Department of Parks, Recreation and Public Property. Designated wildlife lands should be replanted with native tree and shrub species. Exotic species are permissible on other areas of the project.

25. The grantee shall maintain temporary erosion control measures on all disturbed areas until permanent vegetation becomes established. All seeded slopes shall be covered with North American Green "S75" Erosion Control Blankets or approved equivalent.

26. The grantee shall use additional sediment control measures to ensure that sediment is not transported onto government property via newly constructed roadside drainage ditches and to prevent headcutting where the new and existing ditches converge.

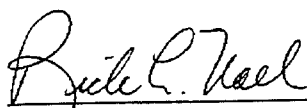
NO. DACW45-2-01-6003

27. Silt fence installed parallel to slope toes should be supported by a backing of woven wire fencing.

28. The grantee shall offset the loss of storage capacity in Zorinsky Lake caused by its placement of 1.522 acre/feet of fill material below the top of the flood control storage elevation of 1128.2 feet m.s.l. The grantee shall excavate an equal amount of fill material from below the top of the flood control storage elevation of 1128.2 feet m.s.l., and disposed of the excavated material offsite. Following removal, the borrow area must be graded and revegetated to the satisfaction of the District Engineer.

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 18th day of October, 2000.



RICK L. NOEL
Chief, Management & Disposal Branch
Real Estate Division

THIS EASEMENT is also executed by the grantee this 9th day of October, 2000.

SANITARY AND IMPROVEMENT
DISTRICT NO. 439

BY: 

TITLE: Chairman

ACKNOWLEDGEMENT

State of Nebraska

ss

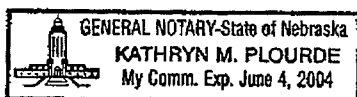
County of Douglas

On the 18th day of October 2001, before me, Kathryn M. Plourde
a Notary Public within and for said County, personally appeared RICK L. NOEL,
Chief, Management & Disposal Branch, Real Estate Division, Omaha District, Corps
of Engineers, to me personally known to be the identical person whose signature is
affixed hereto, and that he did acknowledge the execution thereof to be his
voluntary act and deed, and the voluntary act and deed of the United States of
America, and that he was empowered to make the above dedication for and in behalf
of the United States of America.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal at Omaha, Nebraska, on the date last above written.

Kathryn M. Plourde
Notary Public

My commission expires June 4 2004.



REGISTER		TRACT REGISTER	
LIC.	REMARKS	TRACT NO.	LAND OWNER
		100	SHAWNEEWOOD AC. VENTURE
		101	GROVE E. HILLMAN, JR.
		102	BENJAMIN L. SAMPSON, JR.
		103	BENJAMIN E. SAMPSON, JR.
		104	WILLIAM J. VON DORNEN, JR.
		105	LAWRENCE HIGGINS COMPANY
		106	CLARA BEAVER, JR.
		107	DELETED
		108	RICHARD E. BAKER, JR.
		109	BAKER MARTIN FARMS, INC.
		110	JOSEPH E. HODGKINS, JR.
		111	ELMER ACRES ONE, LTD.
		112	ELMER INVESTMENT CO.
		113	HACHNER ACRES ONE, LTD.
		114	FRANKLIN PETERS and ARLENE PETERS
		115	HOWARD E. TACKETT, JR.
		116	WILLIAM A. CORANSON, JR.
		117	EDWARD J. VAN BORDO, JR.
		118	MARSHALL E. BACHMAN, JR.
		119	LOUIS STEIN
		120	DEAN A. KOSCHKE, JR.
		121	MURRAY J. BACHMANS
		122	KINCHIT PLAZA INC., LTD.
		123	STERNBERG, INC.
		124	RAY H. GERT, JR.
		125	DELETED
		126	SAMUEL T. MANDRELLI, JR.
		127	DOMENICK FUCHARD, JR.
		128	CEORGE LOEWEN
		129	DELETED

PRELIMINARY

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
4 MILES W. OF OMAHA
MILES OF

TRANSPORTATION FACILITIES

RAILROADS: U.P., M.P. & B.N. R.R.
STATE ROADS: 31, 38, 50, 64, 92 & 370
FEDERAL ROADS: T-80, 6, 30A & 275
AIR LINES: UNITED, BRANIFF, FRONTIER
NORTH CENTRAL & EASTERN

ACQUISITION

TOTAL ACRES ACQUIRED: 1,002.43

PER: ☐ WITHDRAWAL
☐ USE PERMIT
USE PERMIT (OTHER THAN P. D.): ☐

TRANSFER: ☐

LEASE: ☐

LESSER INTERESTS: ☐

DISPOSAL

TOTAL ACRES DISPOSED OF:

SOLD: ☐

PUBLIC DOMAIN: ☐ WITHDRAWAL
☐ USE PERMIT
USE PERMIT (OTHER THAN P. D.): ☐

TRANSFERRED: ☐

LEASES TERMINATED: ☐

LESSER INTERESTS TERM: ☐

REASSIGNED: ☐

OTHER: ☐

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP STANDARDS ARE STANDARD BY ARMY MAP SERVICE TECHNICAL MANUAL NO. 22.

RESERVATION LINE: ☐

RESERVATION LINE NAME: ☐

TRACT BOUNDARY LINE: ☐

TRACT NUMBER: ☐

CONTOUR LINE: ☐

DISPOSAL: ☐

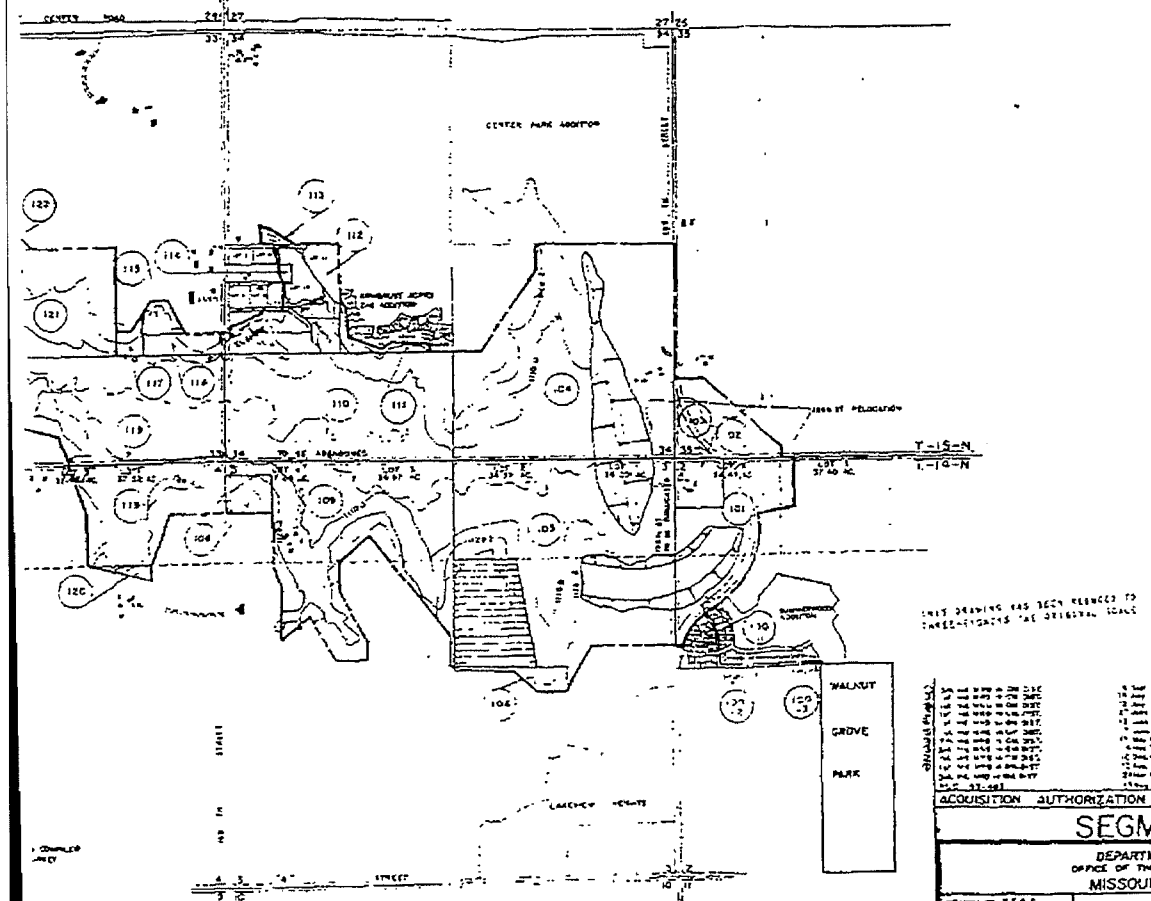
ACQUISITION AUTHORIZATION

SEGMENT "I"

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

REAL ESTATE

PAPILLION CREEK AND TRIBUTARIES LAKES
SITE 18



11-14-85	REV. TRACT 113	11-14-85	REV. TRACT 113
11-14-85	DELETED TR. 134	11-14-85	DELETED TR. 134
11-14-85	REV. TRACT 114	11-14-85	REV. TRACT 114
11-14-85	DELETED TR. 115	11-14-85	DELETED TR. 115
11-14-85	REV. TRACT 116	11-14-85	REV. TRACT 116
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11-14-85	DELETED TR. 121	11-14-85	DELETED TR. 121
11-14-85	REV. TRACT 122	11-14-85	REV. TRACT 122
11-14-85	DELETED TR. 123	11-14-85	DELETED TR. 123
11-14-85	REV. TRACT 124	11-14-85	REV. TRACT 124
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11-14-85	REV. TRACT 126	11-14-85	REV. TRACT 126
11-14-85	DELETED TR. 127	11-14-85	DELETED TR. 127
11-14-85	REV. TRACT 128	11-14-85	REV. TRACT 128
11-14-85	DELETED TR. 129	11-14-85	DELETED TR. 129

EXHIBIT "A" ATTACHED TO AND MADE
A PART OF DACW45-2-01-6003

LEGAL DESCRIPTION
42.00 FOOT WIDE PERMANENT
GRADING EASEMENT

A 42.00-foot wide Permanent Grading Easement located in the SE 1/4 of Section 32; and also located in the NE 1/4 of said Section 32; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said SE 1/4 of Section 32; thence N89°46'51"W (assumed bearing) along the South Line of said NE 1/4 of Section 32, said line also being the North Line of said SE 1/4 of Section 32, a distance of 33.00 feet to a point on the West Right-of-Way Line of 180th Street, said point also being the Point of Beginning; thence S01°03'25"W, along said West Right-of-Way Line of 180th Street, a distance of 330.64 feet to a point on the South Line of a tract of land deeded to the United States of America Dam Site 18, recorded in Book 1738, Page 144; thence N89°46'43"W, along said South Line of a tract of land deeded to the United States of America Dam Site 18, recorded in Book 1738, Page 144, a distance of 42.00 feet to the Northeast corner of Outlot "D" West Bay Woods, a subdivision located in said SE 1/4 of Section 32; thence N01°03'25"E, a distance of 330.64 feet to a Point on said North Line of the SE 1/4 of Section 32, said line also being said South Line of the NE 1/4 of Section 32; thence N01°03'07"E, a distance of 290.53 feet; thence S88°56'53"E, a distance of 42.00 feet to a point on said West Right-of-Way Line of 180th Street; thence S01°03'07"W along said West Right-of-Way line of 180th Street, a distance of 289.92 feet to the Point of Beginning.

Said 42.00 Foot Wide Permanent Grading Easement contains an area of 0.599 acres or 26,076 square feet, more or less.

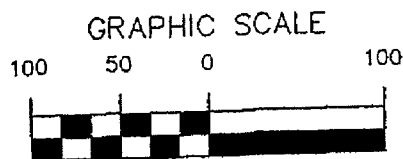
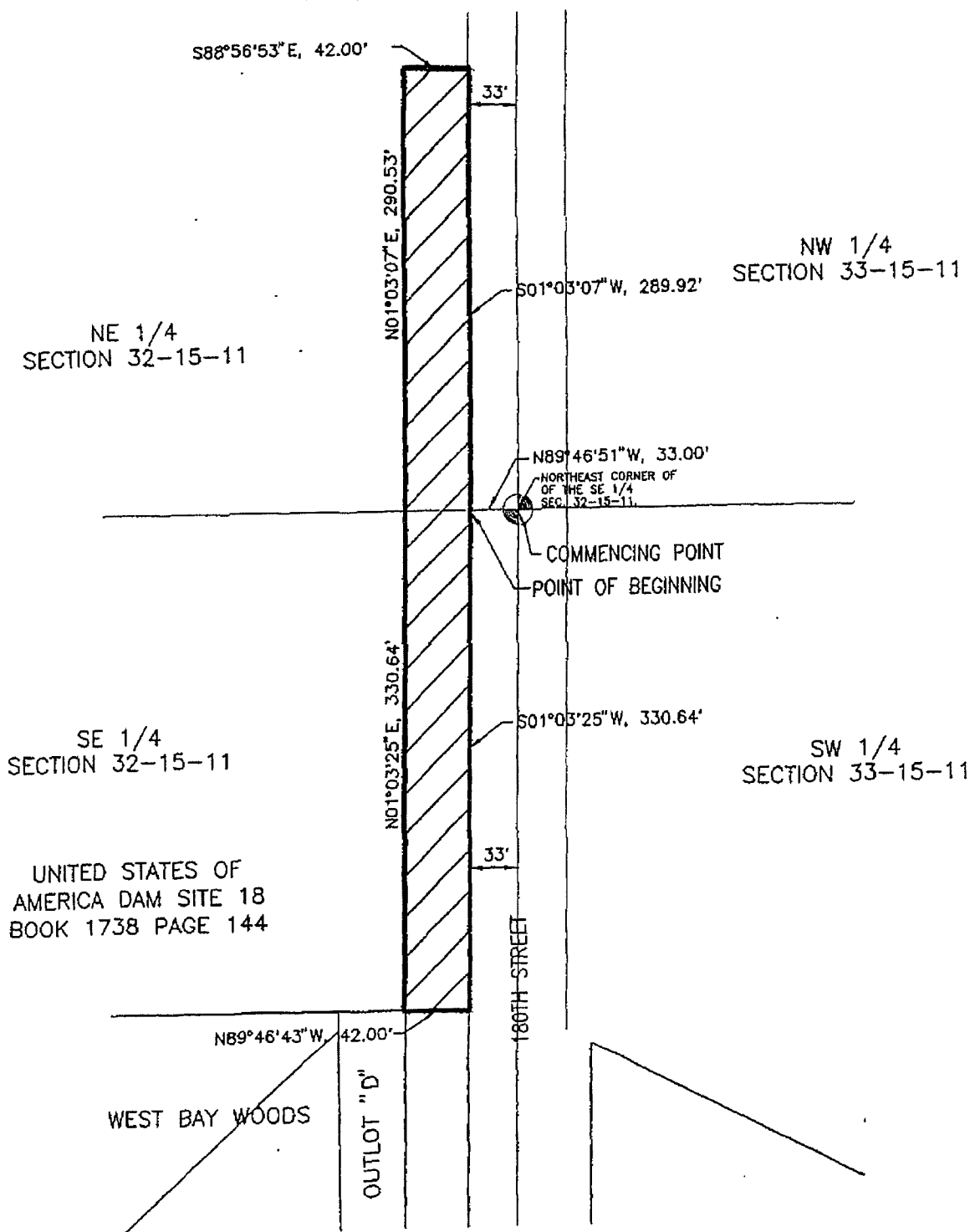


EXHIBIT "B" ATTACHED TO AND MADE
A PART OF DACW45-2-01-6003

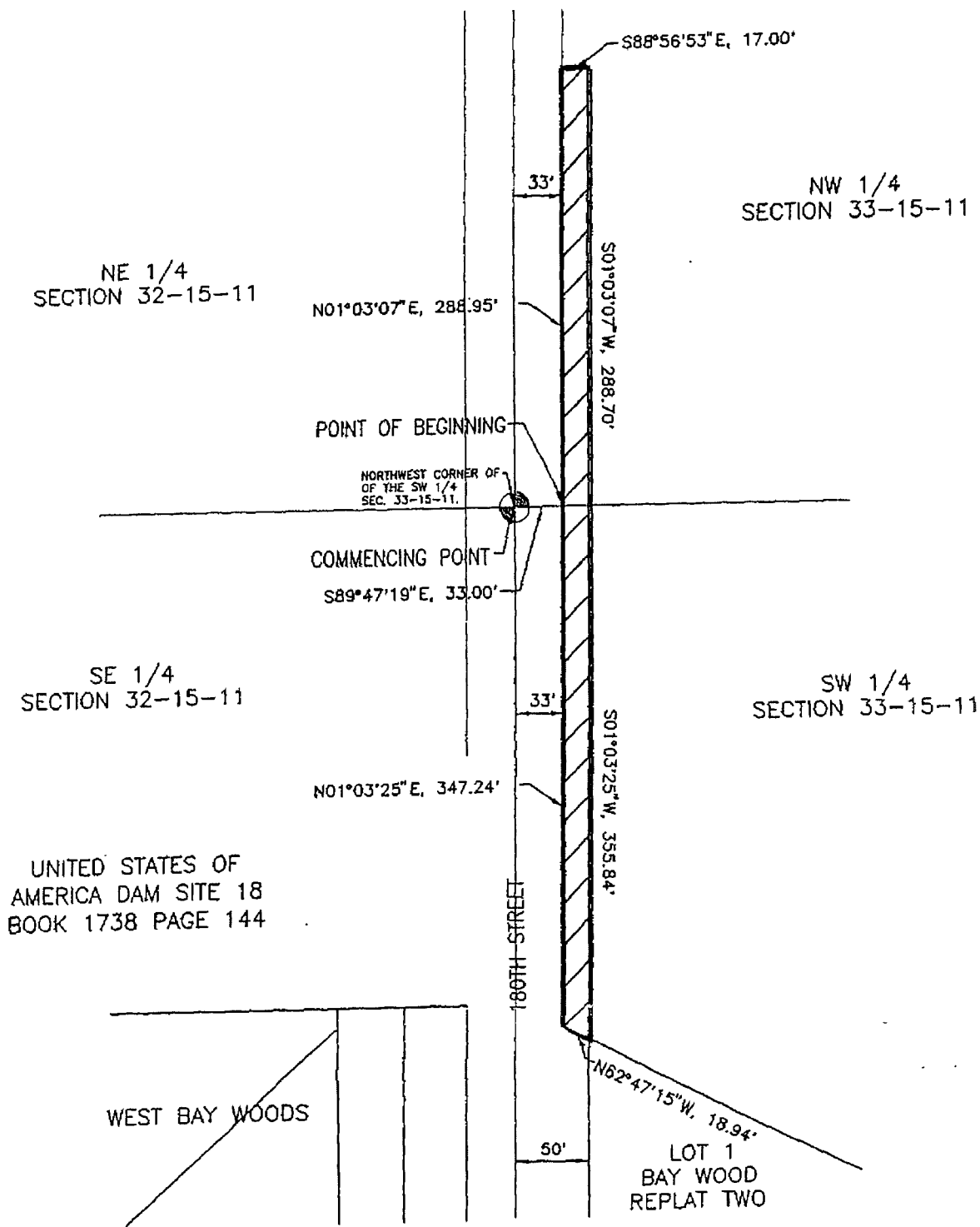
E & A CONSULTING GROUP, INC
12001 "Q" STREET
OMAHA, NEBRASKA 68137
PHONE (402) 805-4700

LEGAL DESCRIPTION
17.00 FOOT WIDE PERMANENT
GRADING EASEMENT

A 17.00-foot wide Permanent Grading Easement located in the SW 1/4 of Section 33; and also located in the NW 1/4 of said Section 33; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of Section 33; thence S89°47'19"E (assumed bearing) along the South Line of said NW 1/4 of Section 33, said line also being the North Line of said SW 1/4 of Section 33, a distance of 33.00 feet to a point on the East Right-of-Way Line of 180th Street, said point also being the Point of Beginning; thence N01°03'07"E, along said East Right-of-Way Line of 180th Street, a distance of 288.95 feet; thence S88°56'53"E, a distance of 17.00 feet; thence S01°03'07"W, a distance of 288.70 feet, to a point on said South Line of the SW 1/4 of Section 33, said Point also being said North Line of the NW 1/4 of Section 33; thence S01°03'25"W, a distance of 355.84 feet to the Northwest corner of Lot 1, Bay Wood Replat Two, a subdivision located in said SW 1/4 of Section 33, said point also being on said East Right-of-Way Line of 180th Street; thence N62°47'15"W, along said East Right-of-Way Line of 180th Street, a distance of 18.94 feet; thence N01°03'25"E, along said East Right-of-Way Line of 180th Street, a distance of 347.24 feet, to the Point of Beginning.

Said 17.00 Foot Wide Permanent Grading Easement contains an area of 0.250 acres or 10,886 square feet, more or less.



GRAPHIC SCALE

100 50 0 100



(IN FEET)

1 inch = 100 ft.

EXHIBIT "C" ATTACHED TO AND MADE
A PART OF DACW45-2-01-6003

E & A CONSULTING GROUP, INC
12001 "Q" STREET
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