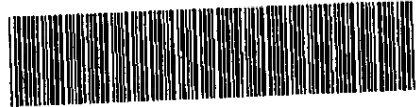




1306 168 MISC



13132 99 168-190

Nebr Stamp	Doc Tax
Date	
\$	
By	

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 AUG 26 AM 9:56

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

13132H

FEE	116 <sup>00</sup>	FB	01-160000	SP
EXP	35-16-11	C/O		COMP
DEL		SCAN	DS	PI

13132

DACW45-2-99-6040

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PIPELINE RIGHT-OF-WAY**  
**LOCATED ON**  
**PAPILLION CREEK 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. 424**, 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 installation, operation and maintenance of a buried sanitary sewer pipeline varying in size from 21" to 48"; and the installation, operation and maintenance of a permanent sediment basin, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit(s) "A" and "B", 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 26, 1999**, and ending **July 25, 2049**.

**2. CONSIDERATION**

**a.** The grantee shall pay in advance to the United States the amount of **Fifty-Seven Thousand and No/100 Dollars (\$57,000)** in full for the term hereof, payable to the order of "FAO USACE Omaha" and delivered to USAED, Omaha, Corps of Engineers, ATTN: CENWO-RE-PC, 215 North 17th Street, Omaha, Nebraska 68102-4978.

DACW45-2-99-6040

### 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. 424, c/o Mr. Dennis Hogan, 10050 Regency Circle, Suite 200, Omaha, Nebraska 68114**, 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 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 "C". 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 and 26 were added hereto and made a part hereof:**

**24. The grantee shall reseed those areas disturbed by construction activities on Corps of Engineer's designated wildlife lands as follows: Reseed with United Seed's "low growing grass/wildflower mixture" or equivalent, applied at a rate of 32 lbs. Pure Live Seed per acre.**

**25. The grantee shall, upon completion of the facilities, immediately restore to its original condition and location, any Corps of Engineers boundary fencing that has been removed, damaged or altered during the construction activities. Fencing shall be reinstalled in a manner consistent with the attached specifications (Exhibit "D").**

DACW45-2-99-6040

26. The three acre feet of fill material that is excavated to compensate for the amount of storage volume compromised by the construction of the permanent sediment basin will be disposed of off site.

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 25<sup>th</sup> day of August, 1999.

Robert R Bourne

**ROBERT R. BOURNE**  
Acting Chief, Real Estate Division  
Omaha District, Corps of Engineers

THIS EASEMENT is also executed by the grantee this 28<sup>th</sup> day of July, 1999.

**SANITARY AND IMPROVEMENT  
DISTRICT NO. 424**

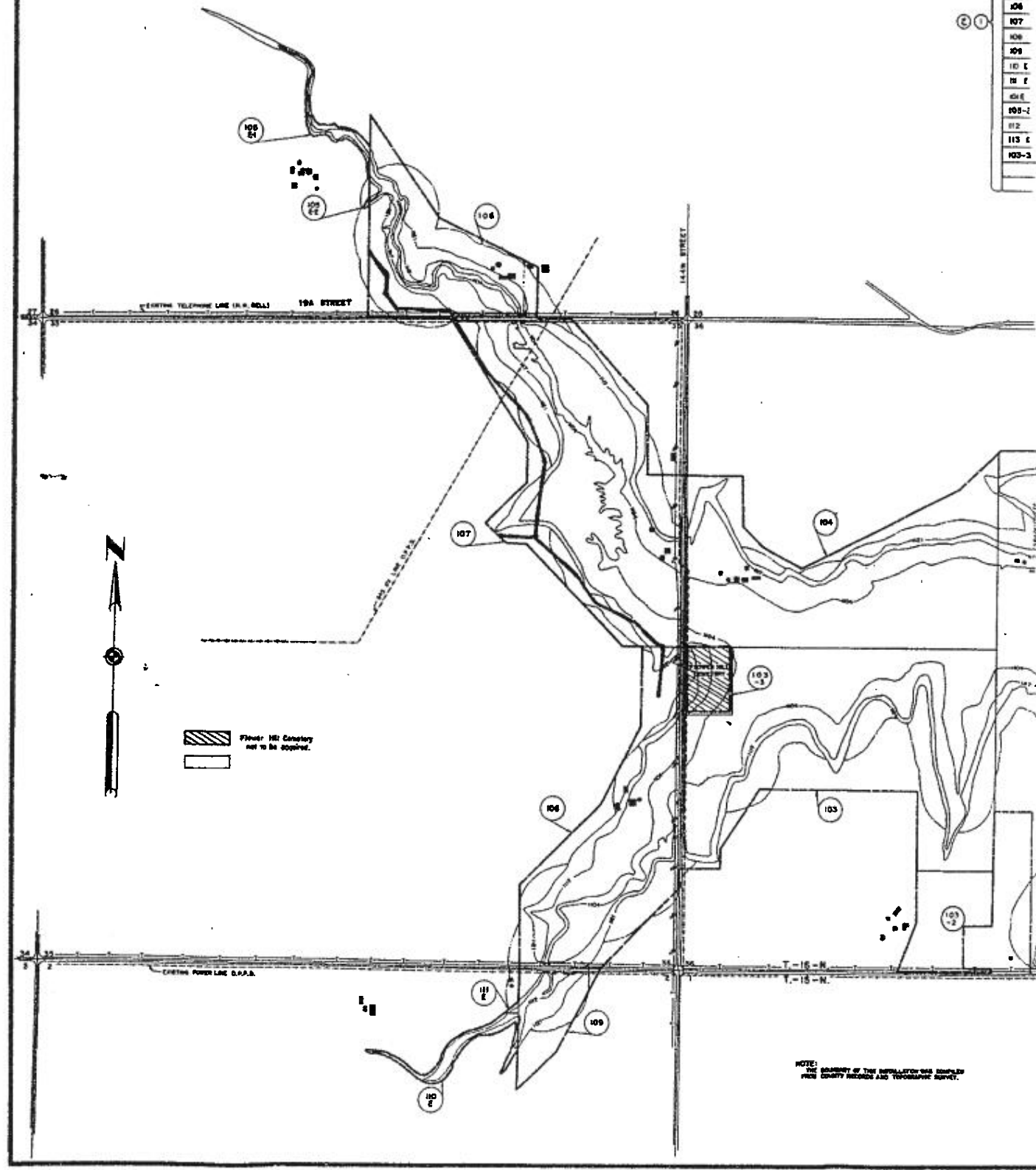
BY: Robert H. Morgan

TITLE: CHAIRMAN



CORPS OF ENGINEERS

TR.	100
	106
	102
	103
	104
	105 E
	106 1
	106
	107
	108
	109
	110 E
	111 E
	112
	113 E
	103-3



TRACT REGISTER

TRACT NO.	LAND OWNER	ACREAGE		REMARKS
		FEE	EASE	
100	Jay Wilson, et al	40.00		Chl No 72-0-286.0/T Filed 8-9-72
101	John Kline, et al	3.75		Deed dtg 8-14-72
102	Douglas Land Co., et al	100.00		Chl No 72-0-286.0/T Filed 8-9-72
103	Walter T. Vander St., et al	81.58		Chl No 72-0-286.0/T Filed 8-31-72
104	Harry S. Hartley, et al	66.60		Chl No 72-0-286.0/T Filed 8-31-72
105E-1	Lovers Legman, et al		1.47	Perms, Fluvial Eas. From 3-29-72
105E-2	Lovers Legman, et al		0.08	Perms, Fluvial Eas. From 3-29-72
106	Harry Legman, et al	27.81		Deed dtg 11-9-72
107	Harry Hartley, Easms	67.86		Deed dtg 11-9-72
108	Margaret Saska, et al	42.50		Deed dtg 8-15-72
109	Jay Wilson, et al	67.5		Chl No 72-0-286.0/T Filed 8-9-72
110 E	Braden S. Perkins Company, et al		3.29	Perms, Fluvial Eas. From 5-30-72 Chl No. 72-0-284
111 E	Richard S. Walker, et al		0.18	Perms, Fluvial Eas. From 12-30-71
109E	John Kline, et al		0.34	Perms, Fluvial Eas. From 8-12-71 Chl No. 71-0-227
102-2	Walter T. Vander St., et al		11.74	Chl No. 73-0-221, D/T Filed 5-10-73
112	Deeded			
113 E	Henry J. Housner, et al		1.29	Perms, Fluvial Eas. From 7-9-71
103-3	Walter T. Vander St., et al		0.78	Deed dtg 8-28-74.

FINAL PROJECT MAP

DEPT. OF THE ARMY  
108RD 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  
MILES OF

TRANSPORTATION FACILITIES

RAILROADS C.B. & Q., U.P., M.P., C.&N.W.  
STATE ROADS 133, 84  
FEDERAL ROADS 6, 30A, 1-680  
AIR LINES UNITED, BRANIFF, FRONTIER, NORTH CENTRAL & EASTERN

ACQUISITION

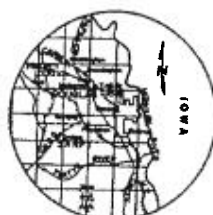
TOTAL ACRES ACQUIRED 537.77  
PER 531.35  
PUBLIC DOMAIN WITHDRAWAL  
USE PERMIT  
USE PERMIT OTHER THAN P. D.L.  
TRANSFER  
LEASE  
LESSOR INTERESTS EASE (4) 6.42

DISPOSAL

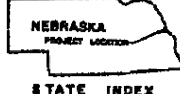
TOTAL ACRES DISPOSED OF  
SOLD  
PUBLIC DOMAIN WITHDRAWAL  
USE PERMIT  
USE PERMIT OTHER THAN P. D.L.  
TRANSFERRED  
LEASES TERMINATED  
LESSOR INTERESTS TERM.  
REASSIGNED  
OTHER

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP SYMBOLS ARE STANDARD AS SET BY MAP SERVICE TECHNICAL MANUAL NO. 22.  
RESERVATION LINE  
RESERVATION LINE Uncl. Bound.  
TRACT BOUNDARY LINE  
TRACT NUMBER  
CONTOUR LINE  
DISPOSAL



VICINITY MAP

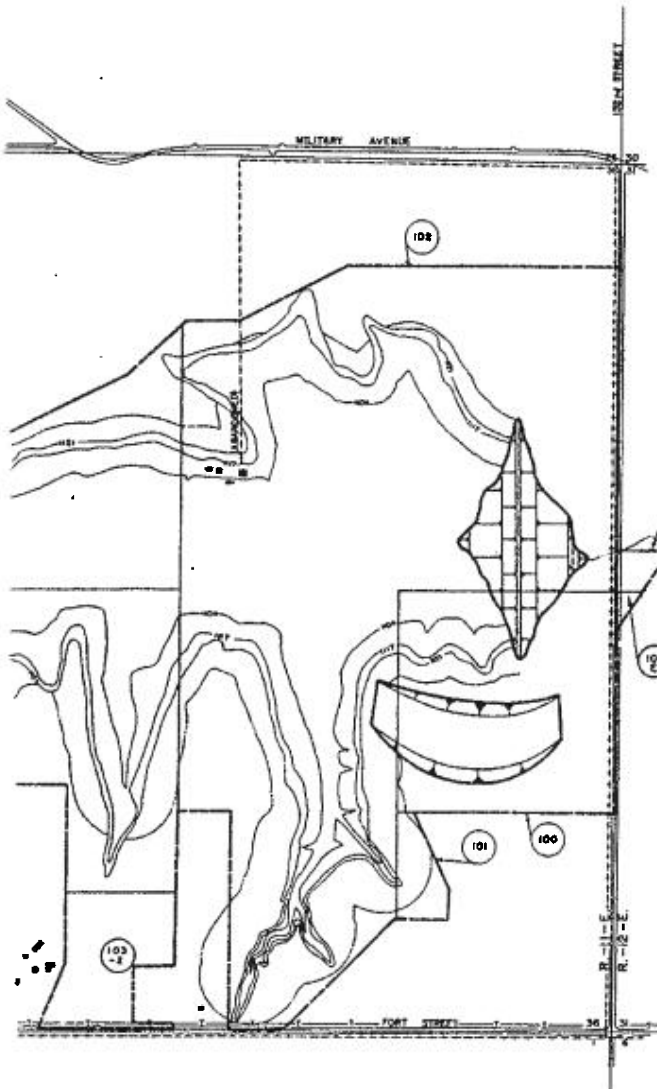


NEBRASKA STATE INDEX

LEGEND

Chl No 04 Multi-Purpose Part  
Chl No 127 Full Part  
Chl No 101 Gateway Creek

TREES MARKED HAS BEEN RECORDED TO THREE-DIGITED THE ORIGINAL SCALE.



PL. 90-485  
BY THE SEC. OF THE ARMY  
15th OCT. 1971  
ACQUISITION AUTHORIZATION

SEGMENT "I"

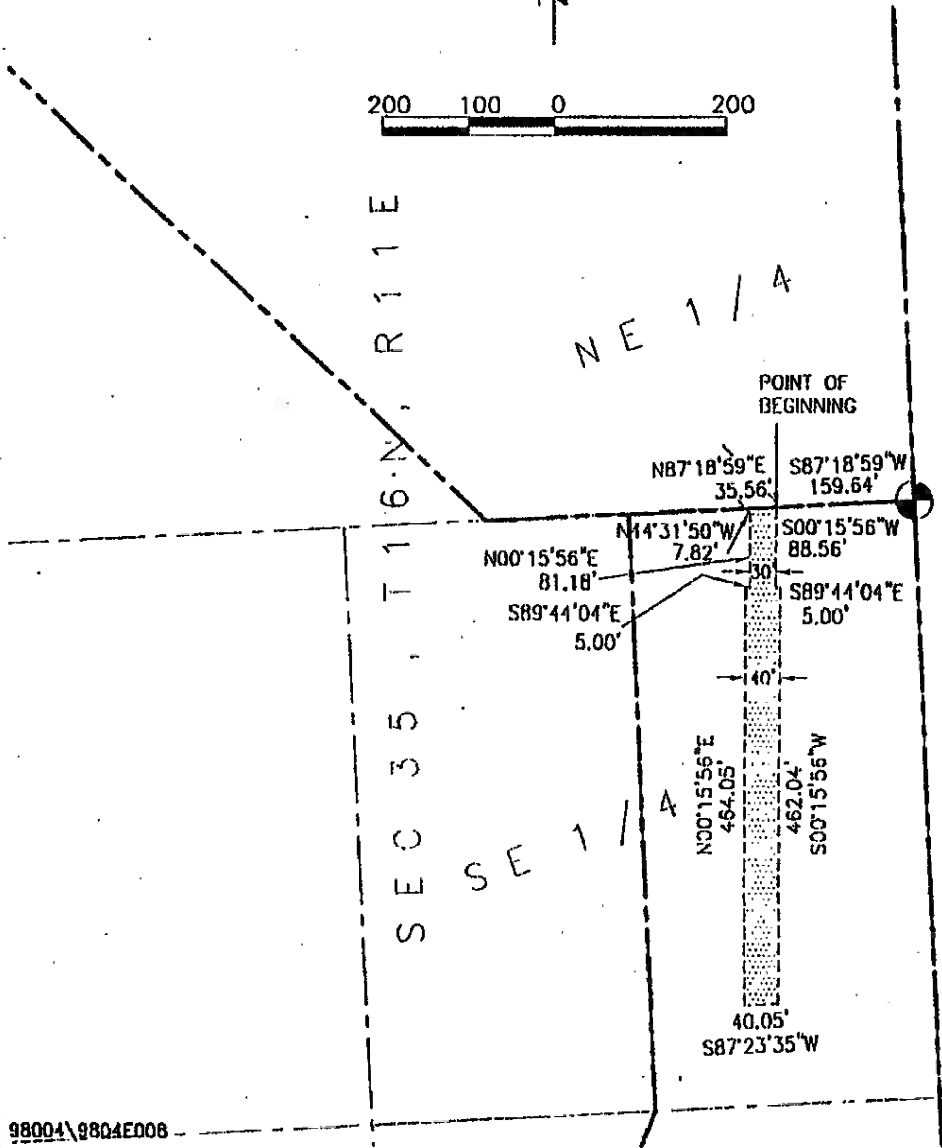
DEPARTMENT OF THE ARMY  
OFFICE OF THE OMAHA DISTRICT ENGINEER  
MISSOURI RIVER DIVISION

REAL ESTATE  
PAPILLION CREEK AND TRIBUTARIES LAKES  
CITE 16

EXHIBIT "A" ATTACHED TO AND MADE  
A PART OF DACW45-2-99-6040

UTILLATION WAS OBTAINED  
BY TOPOGRAIC SURVEY.

NO.	DATE	DESCRIPTION	REVISIONS
1	12 JUL 70	Final Auto	
2	12-3-73	Revised Tr. 101 E	
3	4-12-73	Added Tr. 103-5	
4	8-7-73	Deleted Tr. 112	
5	3-15-73	Revised Tr. 101 E & Added Tr. 113 E	
6	11-21-72	Revised Tr. 103-2 & Added Tr. 112	
7	8-8-72	Added Tr. 103-2	
8	7-29-72	Added Tr. 101 E	



POINT OF COMMENCEMENT  
NE COR., SE 1/4,  
SEC. 35, T16N, R11E

Sanitary Sewer  
Easement

98004\9804E008

Book \_\_\_\_\_ Page \_\_\_\_\_ Date NOV. 18, 1998 Dwn. By oet Job Number 98004.00-033

*Ret*



**lamp, rynearson & associates, inc.**  
engineers                      surveyors                      planners

14710 west dodge road, suite 100  
omaha, nebraska 68154-2029

ph 402-496-2498  
fax 402-496-2730

LEGAL DESCRIPTION

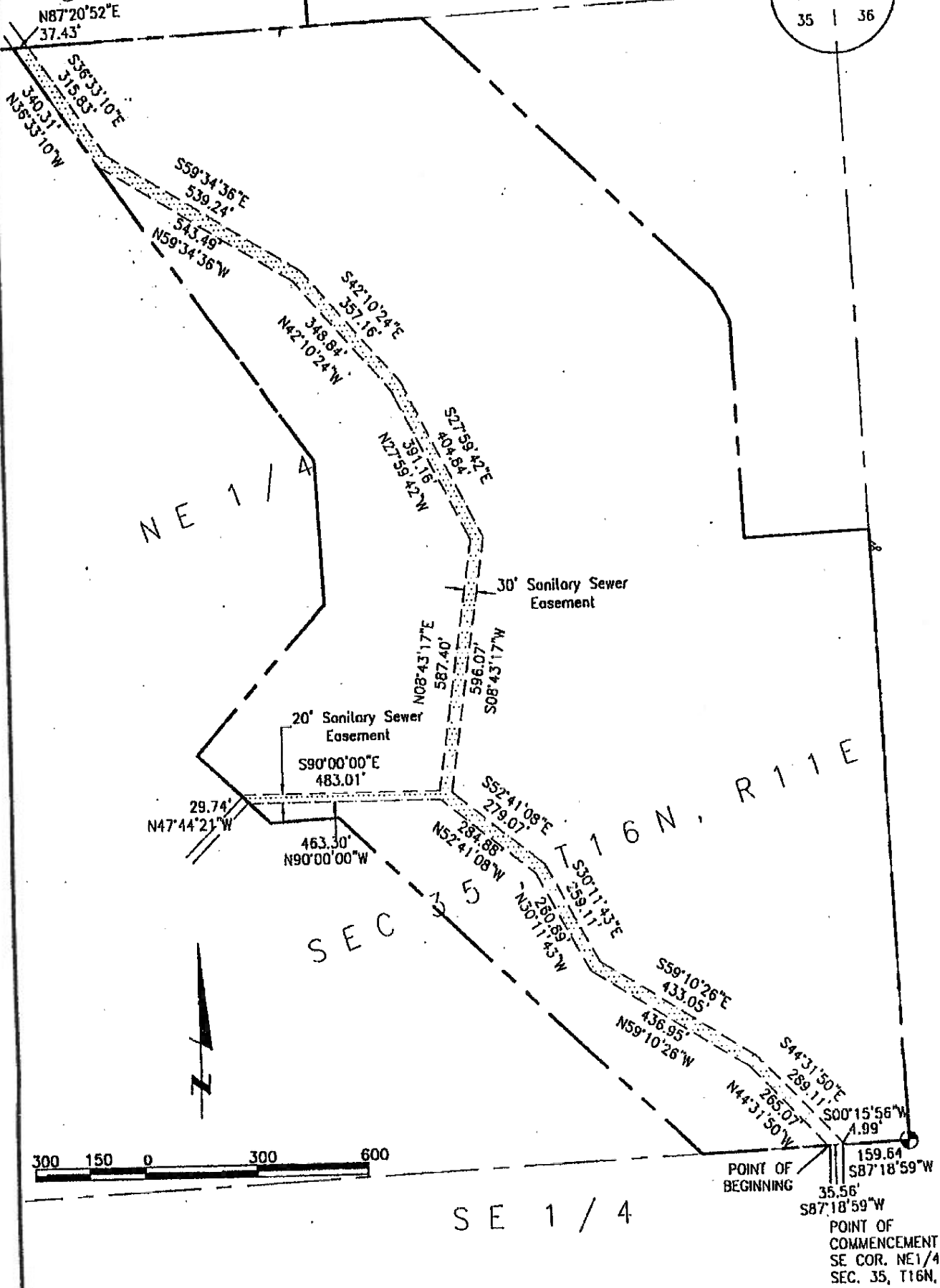
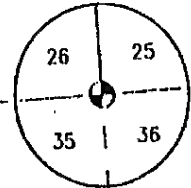
A permanent easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the said Southeast Quarter of Section 35;  
 Thence South 87°18'59" West (assumed bearings) for 159.64 feet along the north line of the said Southeast Quarter of Section 35 to the TRUE POINT OF BEGINNING;  
 Thence South 00°15'56" West for 88.56 feet;  
 Thence South 89°44'04" East for 5.00 feet;  
 Thence South 00°15'56" West for 462.04 feet;  
 Thence South 87°23'35" West for 40.05 feet;  
 Thence North 00°15'56" East for 464.05 feet;  
 Thence South 89°44'04" East for 5.00 feet;  
 Thence North 00°15'56" East for 81.18 feet;  
 Thence North 44°31'50" West for 7.82 feet to the north line of the said Southeast Quarter of Section 35  
 Thence North 87°18'59" East for 35.56 feet to the Point of Beginning.  
 Contains 0.49 acre.

*NE SE*

November 18, 1998  
 LAMP, RYNEARSON & ASSOCIATES, INC.  
 98004 (Outfall Sewer Easement SE 1/4 35-16-11)

SE 1/4  
SEC 26, T16N, R11E



98004\9804E003

Book

Page

Date Nov. 16, 1998

Dwn.By ael

Job Number 98004.00-033



**lamp, rynearson & associates, inc.**  
engineers                      surveyors                      planners

14710 west dodge road, suite 100  
omaha, nebraska 68154-2029

ph 402-498-2498  
fax 402-498-2730

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 35, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of the said Northeast Quarter of Section 35;

Thence South 87°18'59" West (assumed bearings) for 159.64 feet along the south line of the said Northeast Quarter of Section 35 to the TRUE POINT OF BEGINNING;

Thence South 87°18'59" West for 35.56 feet along said south line;

Thence North 44°31'50" West for 265.20 feet;

Thence North 59°10'26" West for 436.95 feet;

Thence North 30°11'43" West for 260.89 feet;

Thence North 52°41'08" West for 284.88 feet;

Thence North 90°00'00" West for 463.30 feet to the west line of the Corps of Engineers

Tract;

Thence North 47°44'21" West for 29.74 feet along said west line;

Thence South 90°00'00" East for 483.01 feet parallel with and twenty foot (20.00') north

of the penultimate line;

Thence North 08°43'17" East for 587.40 feet;

Thence North 27°59'42" West for 391.16 feet;

Thence North 42°10'24" West for 348.84 feet;

Thence North 59°34'36" West for 543.49 feet to the west line of the Corps of Engineers

Tract;

Thence North 36°33'10" West for 340.31 feet along said west line to the north line of the

said Northeast Quarter of Section 35;

Thence North 87°20'52" East for 37.43 feet along said north line;

Thence South 36°33'10" East for 315.83 feet parallel with and thirty foot (30.00')

northeast of the penultimate line;

Thence South 59°34'36" East for 539.24 feet;

Thence South 42°10'24" East for 357.16 feet;

Thence South 27°59'42" East for 404.84 feet;

Thence South 08°43'17" West for 596.07 feet;

Thence South 52°41'08" East for 279.07 feet;

Thence South 30°11'43" East for 259.11 feet;

Thence South 59°10'26" East for 433.05 feet;

Thence South 44°31'50" East for 289.11 feet;

Thence South 00°15'56" West for 5.06 feet to the Point of Beginning.

Contains 2.62 acres.

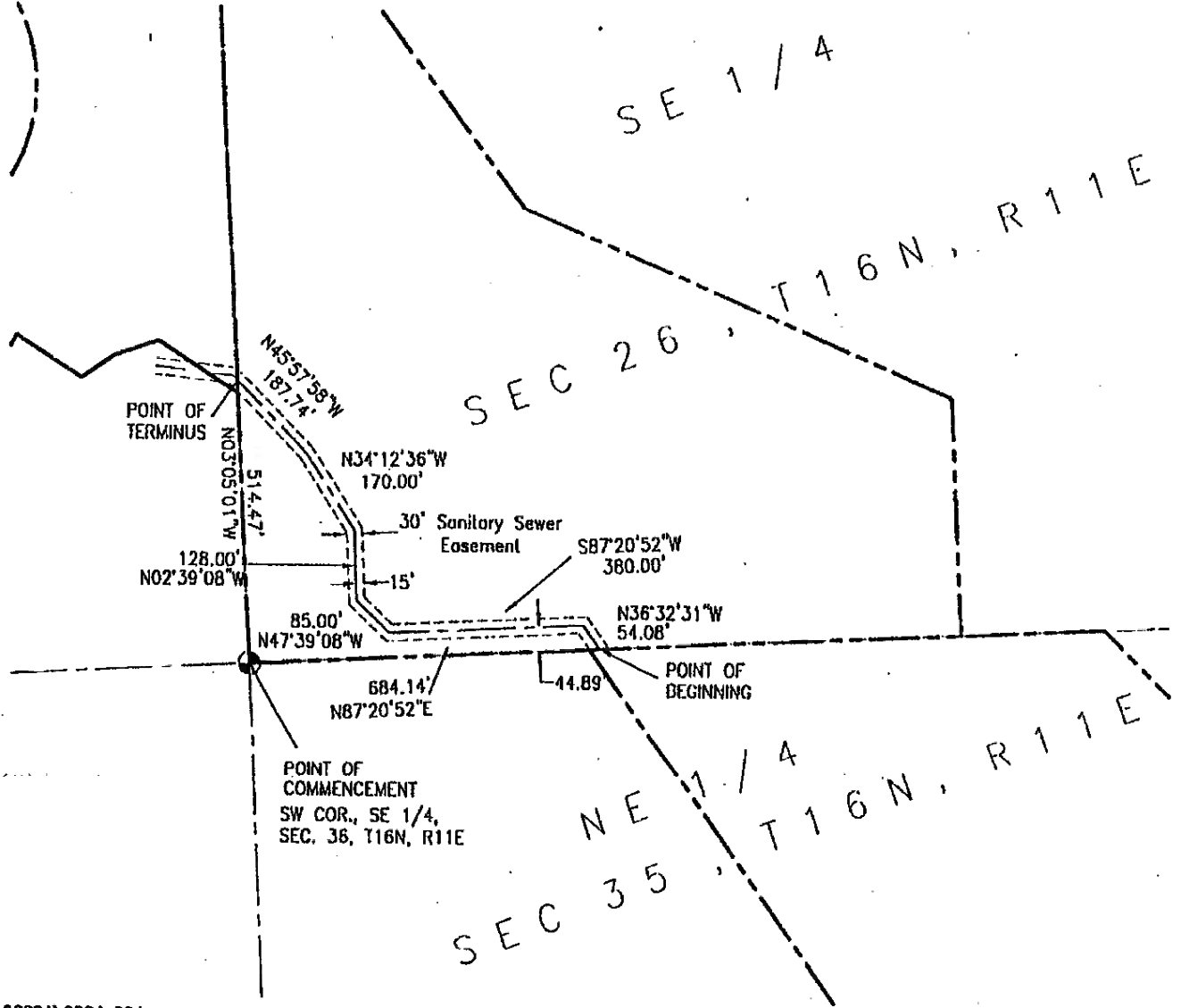
NE  
NW } NE  
SE }  
SW }

November 17, 1998

LAMP, RYNEARSON & ASSOCIATES, INC.

98004

(Outfall Sewer Easement NE 1/4 35-16-11)



98004\9804a004

Book \_\_\_\_\_ Page \_\_\_\_\_ Date Nov. 17, 1998 Dwn.By oet Job Number 98004.00-033



**lamp, rynearson & associates, inc.**  
engineers                      surveyors                      planners

14710 west dodge road, suite 100  
omaha, nebraska 68154-2029

ph 402-498-2488  
fax 402-498-2730

**LEGAL DESCRIPTION**

A permanent thirty foot (30.00') strip easement for the construction and maintenance of sanitary sewers over that part of the Southeast Quarter of Section 26, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said Southeast Quarter of Section 26;

Thence North 87°20'52" East (assumed bearings) for 684.14 feet along the south line of the said Southeast Quarter of Section 26 to the centerline of said twenty foot (20.00') strip easement and the TRUE POINT OF BEGINNING;

Thence North 36°32'31" West for 54.08 feet;

Thence South 87°20'52" West for 380.00 feet parallel with and 44.89 feet north of the south line of the said Southeast Quarter of Section 26;

Thence North 47°39'08" West for 85.00 feet ;

Thence North 02°39'08" West for 128.00 feet;

Thence North 34°12'36" West for 170.00 feet;

Thence North 45°57'58" West for 187.74 feet to the west line of the said Southeast Quarter of Section 26 and the POINT OF TERMINUS;

Said Point of Terminus lies North 03°05'01" West for 514.47 feet from the Point of Commencement.

Contains 0.69 acre.

SW SE<sup>v</sup>



PRELIMINARY ASSESSMENT SCREENING (PAS)

Project Name: Standing Bear Action: Stone Creek Interceptor Sewer

Address/location: \_\_\_\_\_

**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.

Site inspection, project files

- |   | 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.

Danner Banks  
Inspector

3-18-99  
Date

[Signature]  
Project Manager

4/28/99  
Date

EXHIBIT "C" ATTACHED TO AND MADE  
A PART OF DACW45-2-99-6040

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SECTION 2I - EMBANKMENT FENCING

INDEX

- |                            |                                  |
|----------------------------|----------------------------------|
| 1. Applicable Publications | 3. Zinc Coating of Ferrous Metal |
| 2. Materials               | 4. Construction                  |
|                            | 5. Measurement and Payment       |

1. APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.1. Federal Specifications:

FF-N-105B & Int Am-4	Nails, Brads, Staples, and Spikes: Wire, Cut and Wrought
FF-P-101W & Am-2	Padlocks
QQ-W-461H	Wire, Steel, Carbon (Round, Bare, and Coated)
RR-F-221G/GEN	Fencing, Wire, Fence Posts and Accessories (Barbed Wire, Woven Wire and Netting)
RR-F-221/2A	Fencing Wire (Woven Wire and Netting Fabric) (Detail Specification)
RR-F-221/3A	Fence Posts and Accessories (Detail Specification)
TT-W-00571J (AGR-AFS)	Wood Preservation: Treating Practices

1.2. American Society for Testing and Materials (ASTM) Standard.

A 90-69 (R 1978)	Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles
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2. MATERIALS:

2.1. Wood Posts and Braces: Wood posts shall be cut from cedar, Douglas fir, pine, or from other approved species of timber. Braces shall be treated No. 2 or better grade, Douglas fir or southern yellow pine. Posts shall be peeled, treated, dressed, and cured. Posts shall be cut from sound live timber, and shall contain no unsound knots. Posts shall be free from defects which detract from the strength. Posts shall be straight so that a line from the center of the butt to the center of the tip will not deviate more than

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EXHIBIT "D" ATTACHED TO AND MADE  
A PART OF DACW-45-2-99-6040

1 inch from center of the post. All posts shall taper from butt to tip and shall be of the dimensions indicated on the attached standard drawings. All wood posts and braces shall be given a pressure preservative treatment in a closed retort. The treatment shall conform to Fed. Spec. TT-W-571, and the minimum net retention shall be as specified therein. Wood treated with an oil-borne preservative shall be clean, free from surface oil, and properly seasoned. Wood treated with a water-borne preservative shall be air- or kiln-dried to moisture content not exceeding 19 percent. Wood cut or sawed after treatment shall have the cut surfaces well brush-coated with the preservative used in the treatment.

2.2. Steel Posts. Steel posts shall be the standard product of a manufacturer specializing in fence products. Posts shall be drive type, "U" or "T" section and shall be provided with a suitable anchor plate. Steel posts shall have a minimum weight of 1.3 pounds per lineal foot and shall be pointed per manufacturer's standard finish.

2.3. Gates shall be 22-gage galvanized steel, of the size shown on the drawings with five horizontal panels and diagonal bracing as manufactured by Farm Master Products of Shenandoah, Iowa, or approved equal and shall be complete with all mounting hardware.

2.4. Woven-Wire shall conform to Fed. Spec. RR-F-221/2A, Type I, Style 1. Dimensions shall conform to Table I, Design Number 939-6-12 $\frac{1}{2}$ . Zinc coating shall conform to Table VII, Class 3.

2.5. Plain Wire. Plain wire shall conform to Fed. Spec. QQ-W-461, AISI Number 1010, 9-gage, Class 3A, zinc-coated, soft carbon steel.

2.6. Staples and Nails. Staples and nails shall conform to Fed. Spec. FP-N-105. Staples shall be Type III, zinc-coated, minimum length of 1-1/2 inch. Nails shall be Type II, zinc-coated, and of sufficient length for the purpose required.

2.7. Ground Rods, Down Conductors, and Connectors. Ground rods shall be 3/4 inch diameter by 10-foot length, copper-clad steel or galvanized steel. Down conductors shall be No. 8 copper wire or equivalent with TW or RR insulation.

3. ZINC COATING OF FERROUS METAL. All ferrous metal except woven-wire, used in the construction of the fence shall be hot-dip zinc-coated after fabrication with not less than 2.0 ounces of zinc per square foot of actual surface, as determined in accordance with tests set forth in ASTM A 90.

#### 4. CONSTRUCTION.

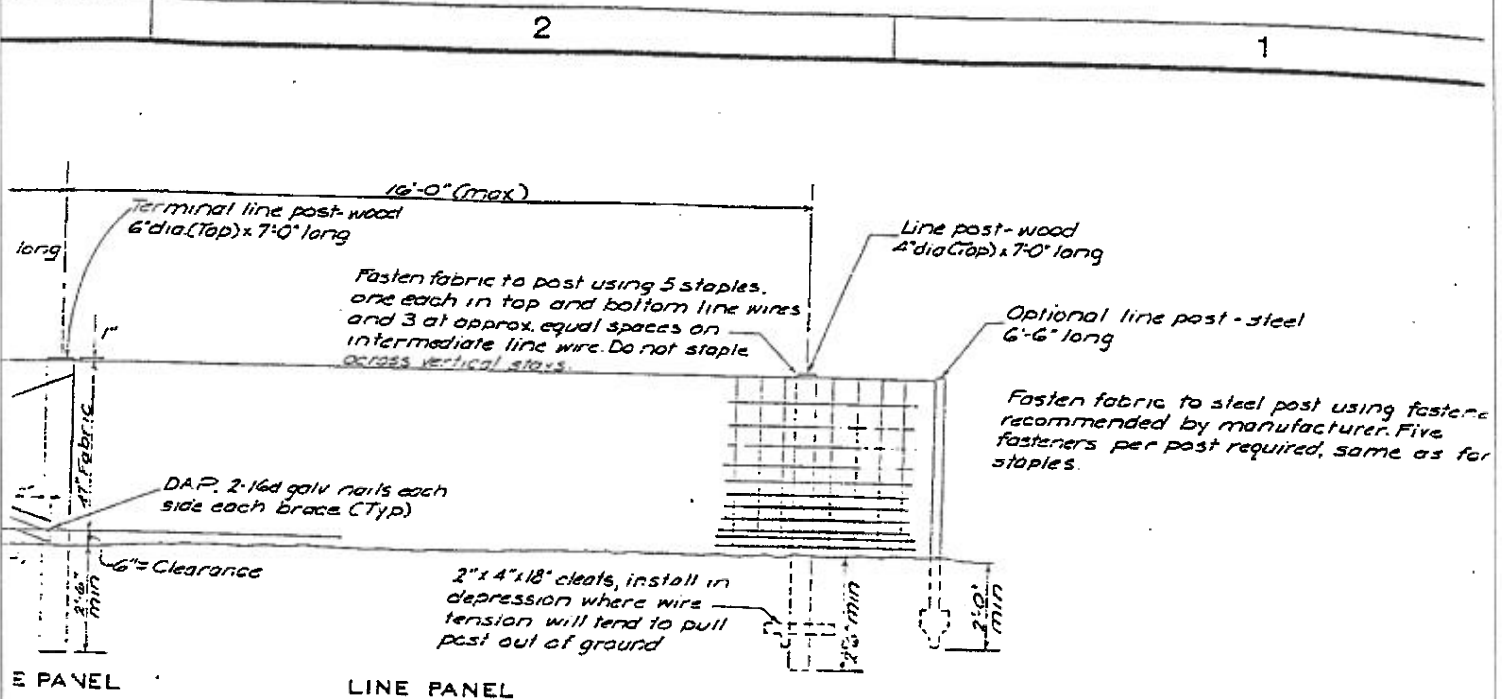
4.1. Wood Posts. Posthole excavation shall be carried down to indicated depths. Posts shall be held in line in a true vertical position by temporary bracing until backfilling is completed. Backfill shall be placed in layers not exceeding 6 inches in thickness, properly moistened to approximate optimum requirements, and compacted by hand tamping or other suitable method to a density comparable to that of adjacent ground.

4.12. Cleanup. All areas disturbed by installation of fence and gates shall be restored to the original condition or to the new design condition as the case may be. The area shall be left in a clean and neat condition acceptable to the Contracting Officer.

5. MEASUREMENT AND PAYMENT.

~~5.1. Fences will be measured for payment by the rod, ground line measurement, to the nearest 0.1 of a rod from center to center of end posts satisfactorily installed in accordance with this section and the details shown on the drawings. Payment will be made at the contract unit price per rod for "Embankment Fencing" which price shall constitute full compensation for all costs to complete the fencing, including posts, wire, panels, braces, and accessories as specified herein and shown on the drawings.~~

~~5.2. Gates. No separate measurement will be made for gates as specified herein and as shown on the drawings. All such work shall be included in the contract unit price per rod for "Embankment Fencing."~~

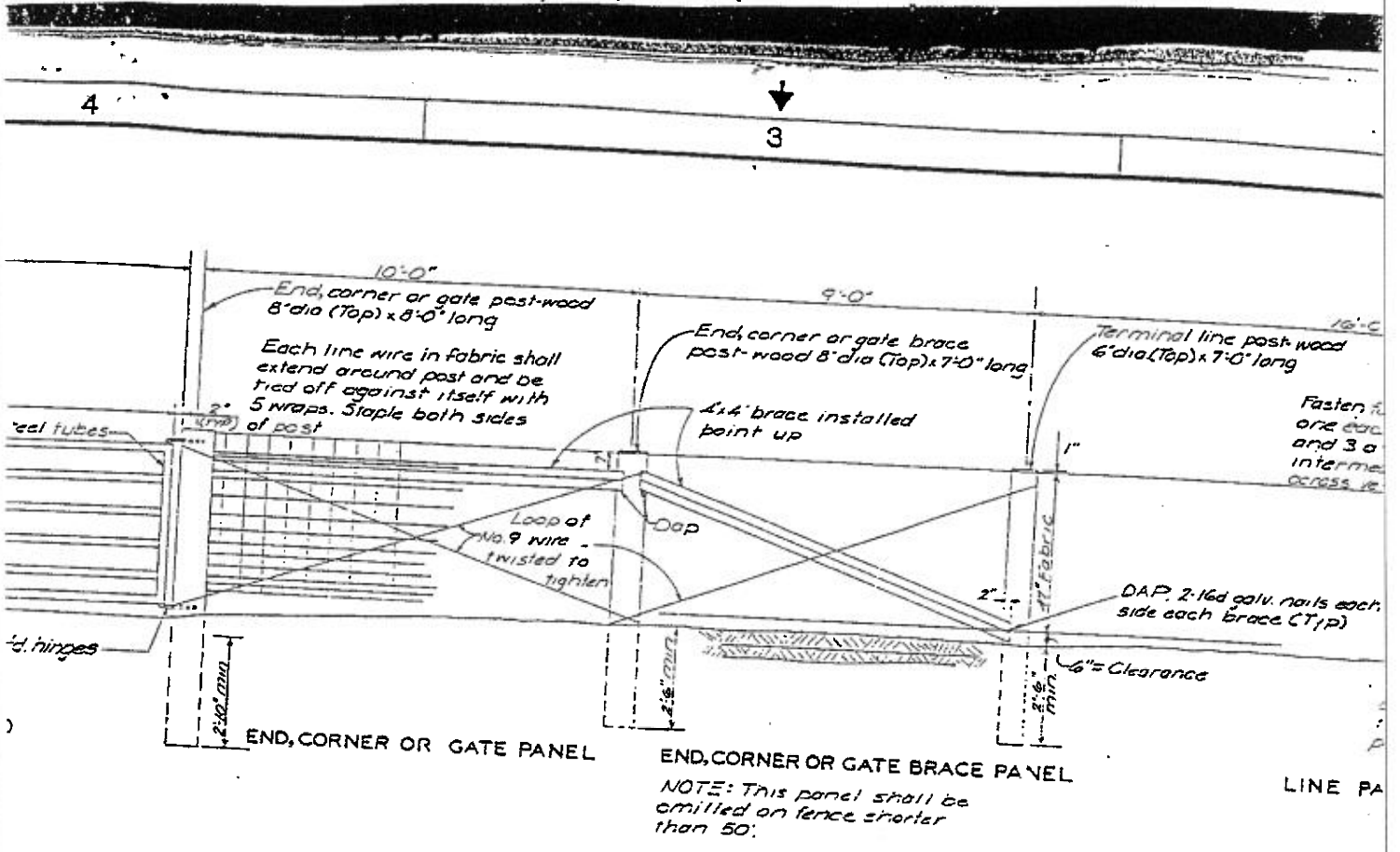


E PANEL

LINE PANEL

NOTES:

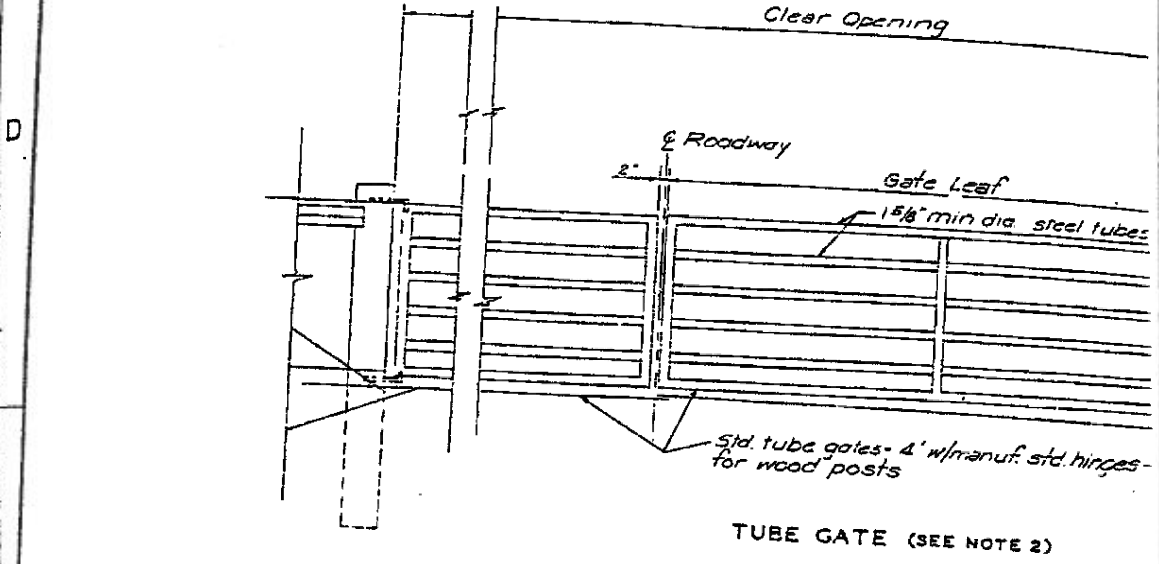
1. The spacing of end or corner panel and brace panel of 10' and 9' is maximum when corner or end panel conflicts with gate or two corner panels conflict, bracing and spacing of posts shall be altered to provide adequate bracing as required.
2. The gate shown is typical. Any standard commercial gate that varies only in non-essential details will be acceptable subject to approval.
3. In splicing fabric leave approx. 6" of wire extending beyond last vertical stay on each piece of fabric. Place stays together and wrap free end of each line wire behind the vertical stays using a minimum of 5 wraps. At the Contractor's option compression sleeve on each line wire may be substituted in lieu of wrapping.



TYPICAL DETAILS - WOVEN WIRE FENCE

5

4



TUBE GATE (SEE NOTE 2)