



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

MEMORANDUM

Date: December 12, 2023

To: Lower Platte South Natural Resources District Board of Directors

From: Ariana Kennedy, Resources Conservationist *AK*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, December 11th, 2023, at 5:30 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present; Anthony Schutz – Chair, Gary Hellerich, Don Jacobson, Stacie Sinclair, and John Yoakum. Other attendees were Dave Potter, Chris Wayne (Midwest Right of Way Services, Inc.) and Ariana Kennedy.

The first item on the agenda was consideration of bids for fencing projects on Cottontail WMA, Little Salt Springs WMA, and Oak Creek Trail. Lower Platte South Natural Resources District (LPSNRD) staff reviewed the three public areas in need of fence work with the subcommittee. Staff informed the subcommittee a request to bid was sent to three contractors. Two contractors submitted bids for the project. Both contractors suggested replacing the fence at Little Salt Springs WMA instead of repairing the fence. Staff agreed with this suggestion. Morrissey Enterprises, LLC. had the low bid of \$24,573, bid includes installation of new fence rather than fence repair on Little Salt Springs WMA. Saline Wetland Conservation Partnership will provide 50/50 cost-share (\$8,415) with LPSNRD on Little Salt Springs WMA fencing projects. The subcommittee had several questions for staff regarding fencing.

It was moved by Jacobson and seconded by Sinclair to recommend the Lower Platte South NRD Board of Directors approve the bid from Morrissey Enterprises, LLC. to install a new fence on Cottontail; and remove existing fence and install new fence on Little Salt Springs WMA, and Oak Creek Trail in the amount not to exceed \$24,573.

Motion Passed: 5-0

Second on the agenda were the easements the City of Lincoln is seeking from LPSNRD on MoPac East Trail at 98th Street. These easements are related to the City of Lincoln expanding 98th Street. Permanent and temporary easements are necessary for installation of a new water main and relocation of the current drainage structure. The projected work would impact access to the trail however the contractor will provide temporary access to the trail during construction. Construction would begin in the spring of 2024, the City will notify LPSNRD 7-10

days prior to work starting in the area. Chris Wayne and staff answered several questions from the subcommittee.

It was moved by Yoakum and seconded by Sinclair to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to approve the Right-of-Way Contract Easements with City of Lincoln for a permanent easement, temporary easement, replacing (3) metal signs, and replacing (3) steel bollards on MoPac East Trail at 98th Street in the amount of \$7,860.

Motion Passed: 5-0

Last on the agenda were staff updates regarding conservation easements.

Meeting adjourned at 6:01 p.m.

Attachments

PC: RF&W subcommittee file

Fencing Projects
Cottontail WMA, Little Salt Springs WMA, and Oak Creek Trail Conservation Corridor

Lower Platte South Natural Resources District (LPSNRD)
Attn: Ariana Kennedy and Will Inselman
3125 Portia Street
Lincoln, NE 68521
402-476-2729
ariana.kennedy@lpsnrd.org
winselmann@lpsnrd.org

LPSNRD public use area fencing projects:

1. **Cottontail Wildlife Management Area (WMA)**, located a ½ mile south of Hwy 33 and SW 29th Street. Installation of new fence, approximately 1,250 feet. The area to be fenced has been mowed. Map of area attached.
2. **Little Salt Springs WMA**, located west of W Branched Oak Road and NW 12th Street intersection. Remove existing fence & install new fence, approximately 2,250 feet. Repair existing fence, approximately 1,500 feet. LPSNRD will remove vegetation adjacent to fence line for the removal of fence, installation of new fence, and repair of fence. Contractor responsible for removing vegetation in existing fence. Map of the two areas attached.
3. **Oak Creek Trail Conservation Corridor**, 2 miles south of Brainard, west of Road 28 and Road T intersection. Remove existing fence & install new fence, approximately 600 feet. LPSNRD will remove vegetation adjacent to fence line for the removal of existing fence, and installation of new fence. Contractor responsible for removing vegetation in existing fence. Map of the area attached.

Wildlife friendly fence specifications

- 4-strand fence
- Bottom row is smooth wire 16-18 inches from ground
- Top wire no higher than 42" from ground
- 2nd wire from the top should be placed 12" below top wire
- Metal t-posts
- H-brace assemblies should be a minimum of 6" (treated) wood posts

No gates to be installed on these projects.

Contractor responsibility to contact Nebraska811 prior to digging.

Bid Due Date: By 4:00 p.m., November 30, 2023. Please, mail or email bids to Ariana Kennedy and Will Inselman at the address above. Please call or email if there are questions. Contractors may also schedule a site visit with LPSNRD staff prior to bidding or contractors may visit the sites on their own time. The selected contractor may access the sites as soon as the project is awarded. Since these are public use areas, the contractor will need to provide one week notification prior to mobilization on site to allow for a public news release. Bids must be submitted on the attached bid sheet, bids are on a per foot basis.

Deadline for Completion: All fence work is to be completed by April 30, 2024.
LPSNRD reserves the right to reject any or all bids and to waive any informalities in the bidding.

Fencing Bid Sheet

Contractor:

Location	cost per foot	Total
Cottontail WMA:		
Install new fence 1,250 feet	\$	\$
Little Salt Springs WMA:		
Remove existing fence & install new fence 2,250 feet	\$	\$
Repair existing fence 1,500 feet	\$	\$
Oak Creek Trail:		
Remove existing fence & install new fence 600 feet	\$	\$
Total Project Cost		\$

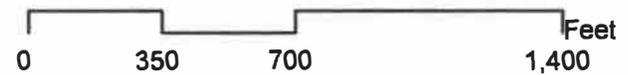
Cottontail WMA new fence installation location



Little Salt Springs WMA remove existing fence & install new fence, repair fence



Oak Creek Trail remove existing fence and install new fence



Fencing Bid Sheet

Contractor: *Morrissey Enterprises*

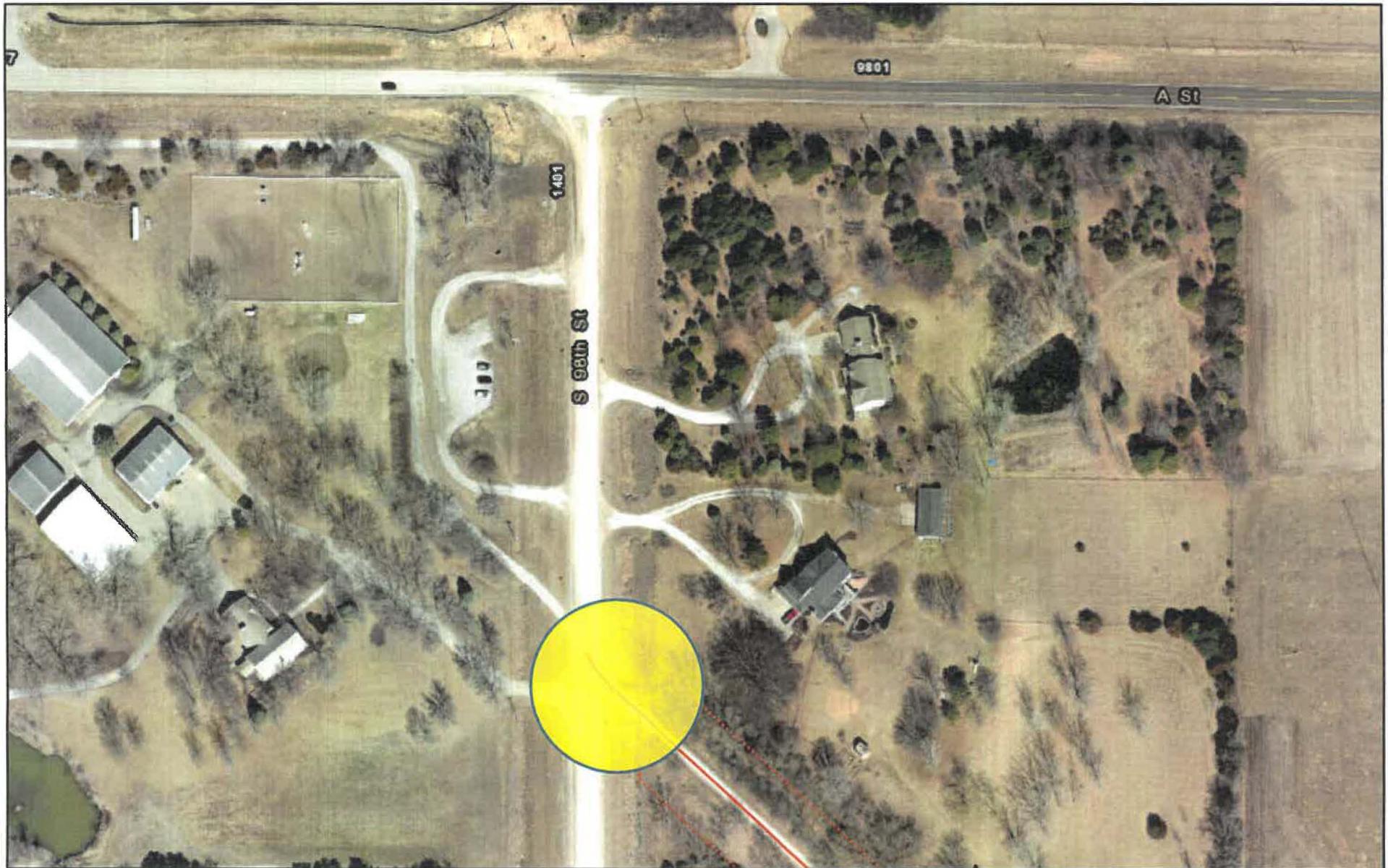
Location	cost per foot	Total
Cottontail WMA:		
Install new fence 1,250 feet	\$ 3.14	\$ 3925
Little Salt Springs WMA:		
Remove existing fence & install new fence 2,250 feet	\$ 4.11	\$ 9250
Repair existing fence 1,500 feet	\$ 2.04	\$ 3060
<i>Remove + replace</i>	<i>\$ 4.59</i>	<i>\$ 6885</i>
Oak Creek Trail:		
Remove existing fence & install new fence 600 feet	\$ 6.36	\$ 3816
Total Project Cost		\$ 24,573

Fencing Bid Sheet

Contractor: Rock Creek Ventures LLC

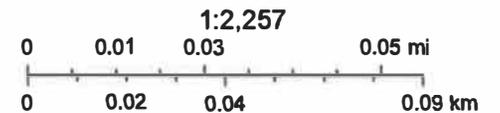
Location	cost per foot	Total
Cottontail WMA:		
Install new fence 1,250 feet	\$ 5.45	\$ 6,812.50
Little Salt Springs WMA:		
Remove existing fence & install new fence 2,250 feet	\$ 8.68	\$ 19,530.00
Repair existing fence 1,500 feet	\$ 8.82	\$ 13,230.00
Oak Creek Trail:		
Remove existing fence & install new fence 600 feet	\$ 10.79	\$ 6,474.00
Total Project Cost		\$ 46,046.50

Area of Interest - MoPac Permanent Easement Request



12/7/2023, 3:01:29 PM

-  LPSNRD Trail
-  LPSNRD Boundary
-  LPSNRD Trail Corridor



Esri, HERE, IPC, Lancaster County, NE GIS, Maxar, Microsoft



November 28, 2023

Lower Platte South Natural Resources District
PO Box 83581
Lincoln, Nebraska 68501

RE: City of Lincoln
Lincoln 98th Van Dorn to "A" Water Main
Project #803506
Tract #13

Dear Lower Platte South Natural Resources District:

Enclosed are the following documents and a brief explanation of each on behalf of the City of Lincoln:

Informational Documents and Maps

- **Midwest Right of Way Services, Inc. Introduction Letter** - This letter contains our contact information and states that we have been hired by the City of Lincoln to acquire easements for the project.
- **Information Letter** - This letter explains what is being acquired and some of your rights as a property owner.
- **Statement of Offer** - Gives a breakdown of the payments for the property being acquired for the project, including compensation for replacement of signage and security bollards.
- **Aerial Parcel Map** – Aerial Image of the property.
- **Plan Sheet** - Illustrates any acquisition area, permanent easement, and temporary easement areas for the project.
- **Transportation Projects and Your Property Brochure** - This provides a brief explanation of the Right of Way process.

Forms To Be Completed by Owner

- **Subject Property Occupancy Verification Form** – This form helps us identify occupants of the property who are not the owner and determine if a sprinkler system is in place and might be disrupted by the project.
- **Notice of Representation for Negotiations** - The City of Lincoln requires this document be completed by the property owner to ensure that we are negotiating with authorized individuals. Please complete this form and return it to our office as soon as possible in order to continue negotiations.

- **W-9 Form** - (This is located with the documents to be returned.) The City of Lincoln needs a social security or employer identification number in order to process the payment. Please complete the form and return it in the enclosed envelope.
- **Vendor Setup Form** - The Vendor Setup Form can be used to enroll in the City of Lincoln program to receive electronic payments that may be more quickly disbursed. If this is not option you wish a paper check can be mailed to you.

Agreements and Documents

- **Right of Way Contract** - Shows the acquisition amount.
- **Permanent Easement Contract** - Grants the City of Lincoln permission to permanently use the property to maintain utilities and drainage structures..
- **Temporary Easement Contract** - Grants the City of Lincoln permission to use the property for installation of the watermain and final grading.

The authorized representative will need to sign two copies of the Right of Way Contract and one copy of the Temporary and Permanent Easements in the presence of a Notary Public and return them to us.

Please contact our office toll free at 866-955-2901 or 402-955-2900 if you have any questions. I can also be reached by e-mail at Chris.Wayne@midwestrow.com.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



Chris Wayne
Acquisition Agent

Enclosures



MIDWEST

R | O | W

midwestrow.com

Date: November 15, 2023

Lower Platte South Natural Resources District
PO Box 83581
Lincoln, Nebraska 68501

RE: City of Lincoln
Lincoln 98th Van Dorn to "A" Water Main
Project #803506
Tract #13

Dear Lower Platte South Natural Resources District:

This letter is to inform you that the firm of Midwest Right of Way Services, Inc. is acting as agent for the City of Lincoln for easement acquisition services on the above referenced project.

One of the following representatives will be contacting you in the near future to discuss the acquisition of easements on your property.

Jim Abbott - Acquisition Agent / Licensed Real Estate Salesperson
Denny Bliss - Acquisition Agent / Licensed Real Estate Salesperson
Stacey Kroeger - Acquisition Agent / Licensed Real Estate Broker
Maria Rodriguez - Acquisition Agent / Licensed Real Estate Salesperson
Caleb Schescke - Acquisition Agent / Licensed Real Estate Salesperson
Chris Wayne - Acquisition Agent / Licensed Real Estate Salesperson

John Borgmeyer of Midwest Right of Way Services, Inc. will be the Project Manager. We can be reached at 402-955-2900 or toll free at 866-955-2901.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

John Borgmeyer
Project Manager



URBAN DEVELOPMENT

555 South 10th Street, Suite 205 | Lincoln, NE 68508
402-441-7606 | F: 402-441-8711 | urbandev@lincoln.ne.gov

November 28, 2023

Lower Platte South Natural Resources District
c/o: Michael Sousek
PO Box 83581
Lincoln, Nebraska 68501

Project: S. 98th St. Water Main - Van Dorn to A Street, 803506, Tract No. 13

This letter contains information about the proposed purchase of your property. The offer contained in the contracts you have received is based on a reviewed estimate of just compensation that we believe reflects the fair market value of your property.

The legal description and location of your property is:

Former Missouri Pacific Railroad Company railroad right-of-way located in the NW1/4 of Section 36, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

The legal title we need is:

Permanent and Temporary Easements

The improvements we are purchasing from you are:

None

The improvements we are purchasing that are owned by someone else are:

None

We will pay reasonable, necessary costs for the following:

- (a) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary survey, legal descriptions, and similar expenses incidental to selling us your land.
- (b) Penalty costs and other charges for prepayment of preexisting recorded mortgage.
- (c) Pro rata share of real estate taxes allocable to the period after we purchase your land.

In most cases, we will pay these costs directly so that you will not have out-of-pocket expenses.

You are also eligible for certain expenses if a court decides that we cannot condemn your property, if we abandon a condemnation of your property, or if you are successful in an inverse condemnation action.

You may appeal our decision of your eligibility for the amount of the previously described payments. Your written appeal must be filed with us within 60 days after we have given you written notice of our original decision. If you are still not satisfied after our review of your appeal, you may seek judicial review of our final decision.

Sincerely,

Michelle R. Backemeyer
Real Estate and Relocation Agent
Urban Development Department

Agency: CITY OF LINCOLN
Project No.: 803506
Tract No.: 13

STATEMENT OF OFFER

The City of Lincoln and Lancaster County, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Lincoln's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Lower Platte South Natural Resources District**, with this written statement of offer made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Permanent Easement: (0.07acres x \$60,000/acre x 60%)	\$ 2,250.00
Temporary Easement: (0.08acres x \$60,000/acre x 10%)	\$ 480.00
Replace (3) Metal Signs	\$ 1,500.00
Replace (3) Steel Bollards	\$ 3,360.00
Total Amount Offered	\$ 7,860.00

This written statement represents the City of Lincoln and Lancaster County's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 28th day of November, 2023
and the total amount of this offer is **\$7,860.00**.

Sincerely,



Michelle R. Backemeyer
Real Estate & Relocation Agent
Urban Development Department



1
2

City of Lincoln
Lincoln 98th Van Dorn to "A" Water Main
Project #803506

SUBJECT OCCUPANCY VERIFICATION

OWNER NAME: Lower Platte South Natural Resources District

TRACT #: 13

SITE ADDRESS: former Missouri Pacific Railroad ROW

The property is currently owner occupied.

The property is currently vacant.

The property is currently occupied by:

Tenant Name: _____

Tenant Phone #: _____

LEASE TYPE:

Verbal

Written

Month to Month

Yearly

Other

SUBJECT SPRINKLER SYSTEM VERIFICATION

The property currently DOES DOES NOT have an operational sprinkler system.

THIS CERTIFICATION IS MADE UNDER THE PENALTIES AND PROVISIONS OF APPLICABLE LAWS AND THE INFORMATION SUBMITTED IS TRUE, CORRECT, AND COMPLETE.

(Signature of Owner)

Date

**NOTICE OF REPRESENTATION FOR NEGOTIATIONS
WITH THE CITY OF LINCOLN**

I, _____, am the (please circle) owner or tenant or _____ of property located at _____. With regards to project design plan information, just compensation and/or negotiations commenced by the City of Lincoln relating to land acquisitions of the property identified above I am providing notice that the City is directed to communicate with:

_____ Myself as the owner or tenant of said property.

_____ My attorney, _____,
Telephone number _____.

_____ My representative, _____,
Telephone number _____,
Address _____.

I agree that this Notice of Representation shall remain in effect unless an Amended Notice of Representation is provided to the City of Lincoln in writing to: City of Lincoln, Urban Development Department, 555 South 10th Street, Suite 205, Lincoln, Nebraska 68508.

Signature of Owner or Tenant

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

Notary Public

Signature of City Agent and Title

Date received notice: _____

Date provided notice to Urban Development Department: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



The City of Lincoln is excited to onboard you as a new vendor. Please complete the forms included in this packet to assist us in setting you up as a vendor for payment.

For expedited payment, we encourage our vendors to take advantage of our EFT payment option which offers electronic remittance information sent directly to your email prior to deposit. To enroll in EFT payments, please complete the attached vendor ACH direct deposit form. If electronic payment is not an option for your organization, the City of Lincoln will mail you a paper check.

We must have a completed W-9/W-8 form prior to issuing payment to any vendor. Please complete this form, sign, date, and return along with your completed vendor form and ACH form, if applicable, to accounting@lincoln.ne.gov.

Thank you,

City of Lincoln Accounts Payable

September 2022



Vendor Setup Form

New
Modified

Company Information
Company Name <i>(as listed on W-9 / W-8 for foreign entities)</i>
Address <i>(as listed on W-9 / W-8 for foreign entities)</i>
City, State, Zip Code
Company Main Phone Number
Company Website
Company TIN or SS # for individuals
Federal Tax Classification

Type of Business
Description of products sold or services provided
City of Lincoln Department & Contact Name you are doing business with

Contact Information
Accounts Receivable Contact Name
Accounts Receivable Contact Phone Number
Accounts Receivable Contact E-Mail Address
Accounting Manager Contact Name
Accounting Manager Contact Phone Number
Accounting Manager Contact E-Mail Address

Payment Remittance Information
Payment Remittance Company Name
Payment Remittance Mailing Address
City, State, Zip Code
Payment Remittance E-mail Address

Include either a voided check or a letter from your bank with EFT information.

EFT Payment Bank Details
<i>For expedited payments</i>
Bank Name
Bank Address
Name on Bank Account
Routing Number
Account Number
Account Type Checking <input type="checkbox"/> Savings <input type="checkbox"/>

Include a copy of your W-9/W-8. W-9/W-8 not needed for reimbursements.

Form Completed By:
Date:

Submit completed form and documents to: Accounting@lincoln.ne.gov

Form Updated July 2023

RIGHT-OF-WAY CONTRACT Easement

THIS AGREEMENT, made and entered into by and between **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, whose mailing address is P.O. Box 83581, Lincoln, Nebraska 68501, hereinafter called the "*Owner*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called the "*City*".

WITNESSETH: 1. In consideration of the payments as specified below, the *Owner* hereby agrees to grant and to execute to the *City* a Permanent and Temporary Easements, over the following described real estate located in Lancaster County, Nebraska:

Permanent Easement:

A portion of Former Missouri Pacific Railroad Company railroad right-of-way located in the Northwest Quarter of Section 36, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of said Northwest Quarter; thence North 00°12'56" West (assumed bearing) on the West line of said Northwest Quarter, 1932.48 feet; thence North 89°47'04" East, 70.00 feet to a point on the East Right-of-Way line of S. 98th Street, said point being the Point of Beginning; thence North 00°12'56" West on said East right-of-way line, 105.92 feet; thence North 89°47'04" East, 15.00 feet; thence North 00°12'56" West, 14.31 feet to a point on the Northerly line of said vacated railroad right-of-way; thence South 48°45'19" East on said Northerly line, 13.34 feet; thence South 00°12'56" East, 133.49 feet to a point on the Southerly line of said vacated railroad right-of-way; thence North 48°45'19" West on said Southerly line, 33.36 feet to the Point of Beginning, containing an area of 0.07 acres (3,023 square feet), more or less.

Temporary Easement:

A portion of Former Missouri Pacific Railroad Company railroad right-of-way located in the Northwest Quarter of Section 36, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of said Northwest Quarter; thence North 00°12'56" West (assumed bearing) on the West line of said Northwest Quarter, 1910.39 feet; thence North 89°47'04" East, 95.00 feet to a point on the South line of said vacated railroad right-of-way, said point being the Point of Beginning; thence North 00°12'56" West, 133.49 feet to a point on the North line of said vacated railroad right-of-way; South 48°45'19" East on said North line, 53.37 feet; thence South 12°25'58" West, 114.17 feet to a point on said South line; thence North 48°45'19" West on said South line, 20.02 feet to the Point of Beginning, containing an area of 0.08 acres (3,671 square feet), more or less.

Permanent Easement	\$2,520.00
Temporary Easement	\$ 480.00
Replace (3) Metal Signs	\$1,500.00
Replace (3) Steel Bollards	<u>\$3,360.00</u>
Total Compensation	<u>\$7,860.00</u>

all as shown on the applicable portion of plans for the project, above identified, the same of which is by reference incorporated herein the same as though fully set out.

2. The *Owner* agrees to permit the *City* to enter upon the real estate shown and designated on said plans as the area of easements, and if necessary, make any other changes in said area of easements all as shown and described in the plans within reasonable construction standards, all without any liability whatsoever to the *City* for changes made in accord with said plans. Said construction easement shall terminate upon completion of construction work to accomplish the changes to be made in accord with said plans and the acceptance thereof by the City Engineer.

3. It is understood and agreed that possession of the above-described premises is of the essence of this contract and that the *City* may take immediate possession of the premises upon the signing of this contract for the purposes above set forth.

4. The *City* agrees to pay to the *Owner* for said easements as shown on said plans and for all damages whatsoever arising out of the doing and performing of any of the changes or actions set forth in said plans the sum of **SEVEN THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS, (\$7,860.00)**. Said payment will be delivered **approximately** thirty (30) days after execution of this contract. If it is determined a partial release of mortgage/easement or deed of partial reconveyance is required, said payment will not be issued to the *Owner* until the *City* receives approval from the lender/beneficiary of said mortgage or deed of trust.

5. Expenses for partial releases and documentary stamps will be paid by the *City*.

6. This contract shall be binding on both parties from its inception and upon their heirs, devisees, successors or assigns, but, should none of the above real estate be required this contract shall terminate upon the payment of \$10.00 by the *City* to the *Owner*.

7. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid, and binding obligation of said party.

EXECUTED by the *Owner* this _____ day of _____,
20____.

Lower Platte South Natural Resources
District, a political subdivision of the State of
Nebraska

Michael Sousek, General Manager

EXECUTED by the *City* this _____ day of _____,
20____.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Elizabeth Elliott, Director of Transportation &
Utilities Department

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by **Michael Sousek, General Manager of Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska**, on behalf of the political subdivision.

(S E A L)

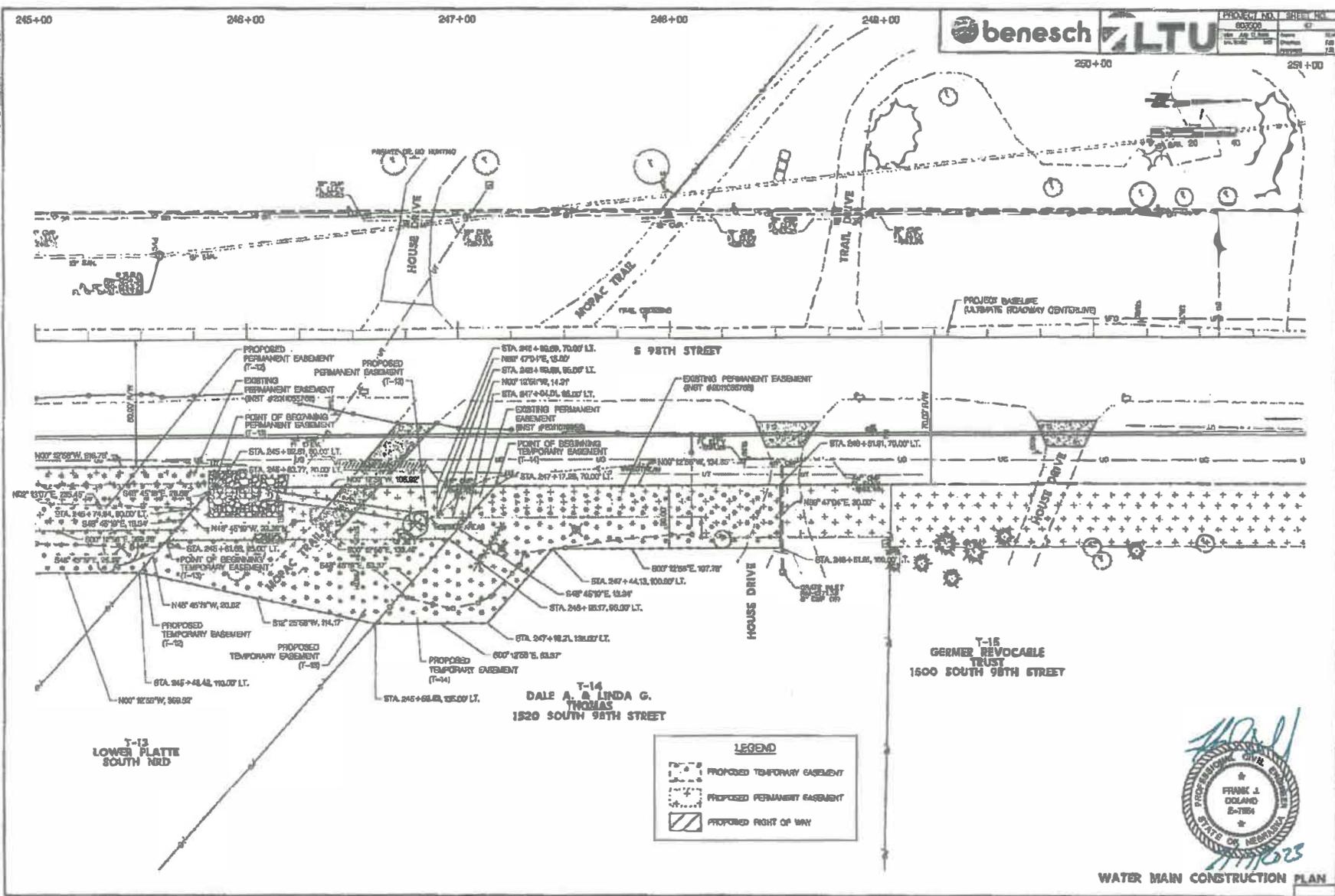
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by **Elizabeth Elliott, Director of Transportation & Utilities Department of the City of Lincoln, Nebraska, a municipal corporation**, on behalf of the corporation.

(S E A L)

Notary Public



EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a **political subdivision of the State of Nebraska**, herein called "*Grantor*", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS, (\$2,520.00)**, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby **GRANT, REMISE and RELINQUISH** unto the **LANCASTER COUNTY**, a **governmental subdivision of the State of Nebraska**, its successors and assigns, herein called "*Grantee*", permanent easement on the following legally described real estate situated in Lancaster County, Nebraska, to wit:

A portion of Former Missouri Pacific Railroad Company railroad right-of-way located in the Northwest Quarter of Section 36, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of said Northwest Quarter; thence North 00°12'56" West (assumed bearing) on the West line of said Northwest Quarter, 1932.48 feet; thence North 89°47'04" East, 70.00 feet to a point on the East right-of-way line of S. 98th Street, said point being the Point of Beginning; thence North 00°12'56" West on said East Right-of-Way line, 105.92 feet; thence North 89°47'04" East, 15.00 feet; thence North 00°12'56" West, 14.31 feet to a point on the Northerly line of said vacated railroad right-of-way; thence South 48°45'19" East on said Northerly line, 13.34 feet; thence South 00°12'56" East, 133.49 feet to a point on the Southerly line of said vacated railroad right-of-way; thence North 48°45'19" West on said Southerly line, 33.36 feet to the Point of Beginning, containing an area of 0.07 acres (3,023 square feet), more or less.

TO HAVE AND TO HOLD UNTO Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and

maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign, grant and dedicate utility easements and that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The Grantor, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the Grantees uses herein specified. If the Grantor chooses to make such improvements, Grantor hereby waives all claims for damages which may occur from the Grantees use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this day of _____, 20__.

Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska

Michael Sousek, General Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by **Michael Sousek, General Manager of Lower Platte South Natural Resources District, a political subdivision of the State of the Nebraska** on behalf of the political subdivision.

(S E A L)

Notary Public

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, herein called "*Grantor*", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **FOUR HUNDRED EIGHTY AND NO/100 DOLLARS, (\$480.00)**, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by the *Grantee*, as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, its successors and assigns, herein called "*Grantee*", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of **water main, drainage structures, drainage ditches and slopes and trail reconstruction** as shown and described in attached plans within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of Former Missouri Pacific Railroad Company railroad right-of-way located in the Northwest Quarter of Section 36, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of said Northwest Quarter; thence North 00°12'56" West (assumed bearing) on the West line of said Northwest Quarter, 1910.39 feet; thence North 89°47'04" East, 95.00 feet to a point on the South line of said vacated railroad right-of-way, said point being the Point of Beginning; thence North 00°12'56" West, 133.49 feet to a point on the North line of said vacated railroad right-of-way; South 48°45'19" East on said North line, 53.37 feet; thence South 12°25'58" West, 114.17 feet to a point on said South line; thence North 48°45'19" West on said South line, 20.02 feet to the Point of Beginning, containing an area of 0.08 acres (3,671 square feet) more or less.

As a further consideration of this grant, the *Grantee* herein agrees as follows:

1. That immediately following the initial construction hereinabove referred to, the *Grantee* will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition. It is further understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.

2. That in the event fences, driveways or permanent buildings of the *Grantor* are removed or damaged by the *Grantee's* agents during the initial construction, the *Grantee* will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

3. That following completion of construction, the *Grantee* will cause the prompt restoration to neat condition.

4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the **water main, drainage structures, drainage ditches and slopes and trail reconstruction**, or one year after commencement of construction on said property, whichever occurs first.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid, and binding obligation of said party.

IN WITNESS WHEREOF, we have hereunto set our hands this day of _____, 20_____.

Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska

Michael Sousek, General Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by **Michael Sousek, General Manager of Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska**, on behalf of the political subdivision.

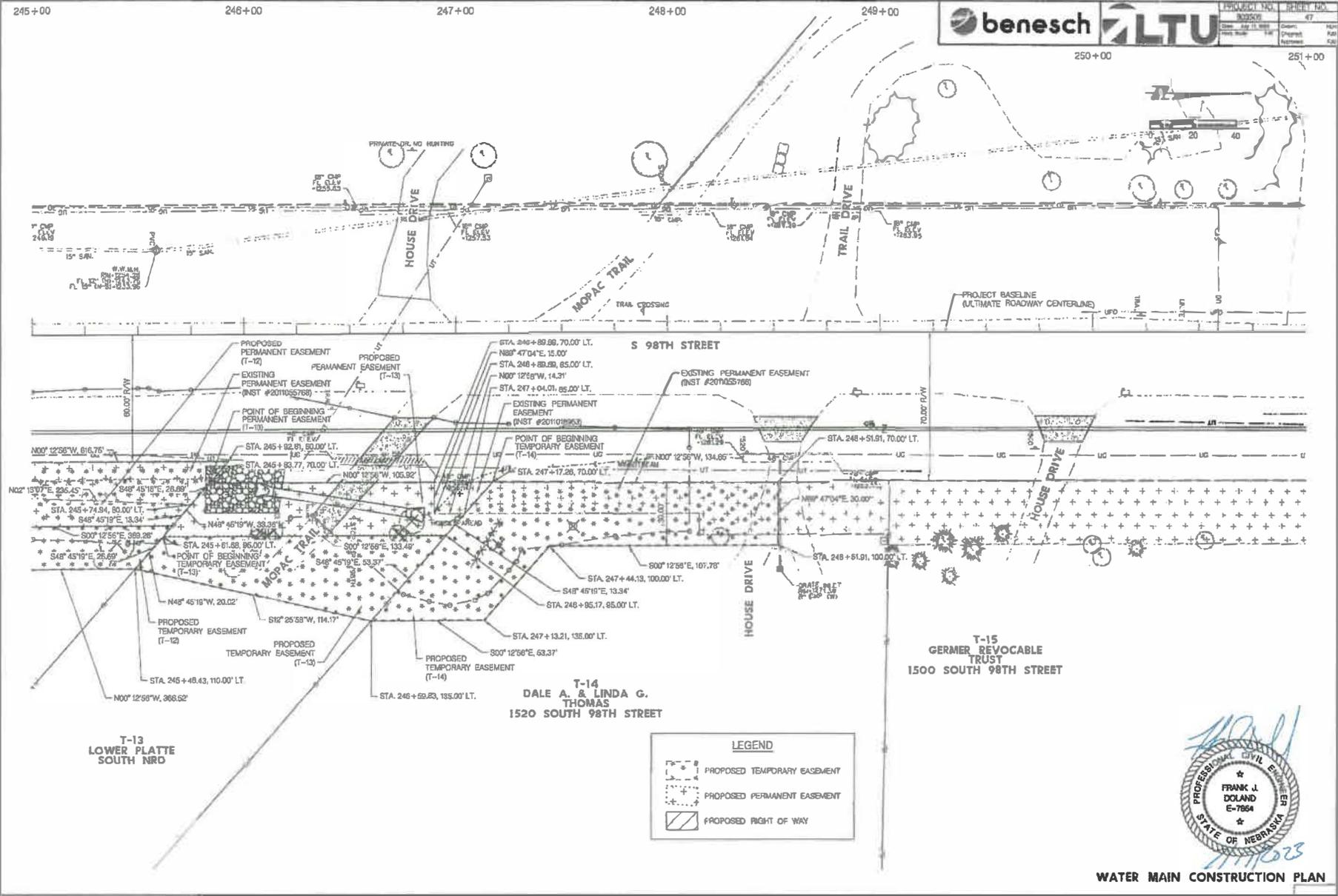
(S E A L)

Notary Public

PROJECT NO. 202509
 SHEET NO. 47
 DATE 08/14/2025
 DRAWN BY J. H. HARRIS
 CHECKED BY J. H. HARRIS
 PROJECT NO. 202509




PROJECT NO.	SHEET NO.
202509	47



WATER MAIN CONSTRUCTION PLAN

In the process of condemnation, the award estimated in the formal report by the court appointed appraisers is paid by the City directly to the county judge. You may then secure your payment from the county judge's office after the specified appeal period has lapsed. In the event either you or the City of Lincoln should elect to appeal the award, special arrangements can be made through the attorneys for you to receive a partial payment.

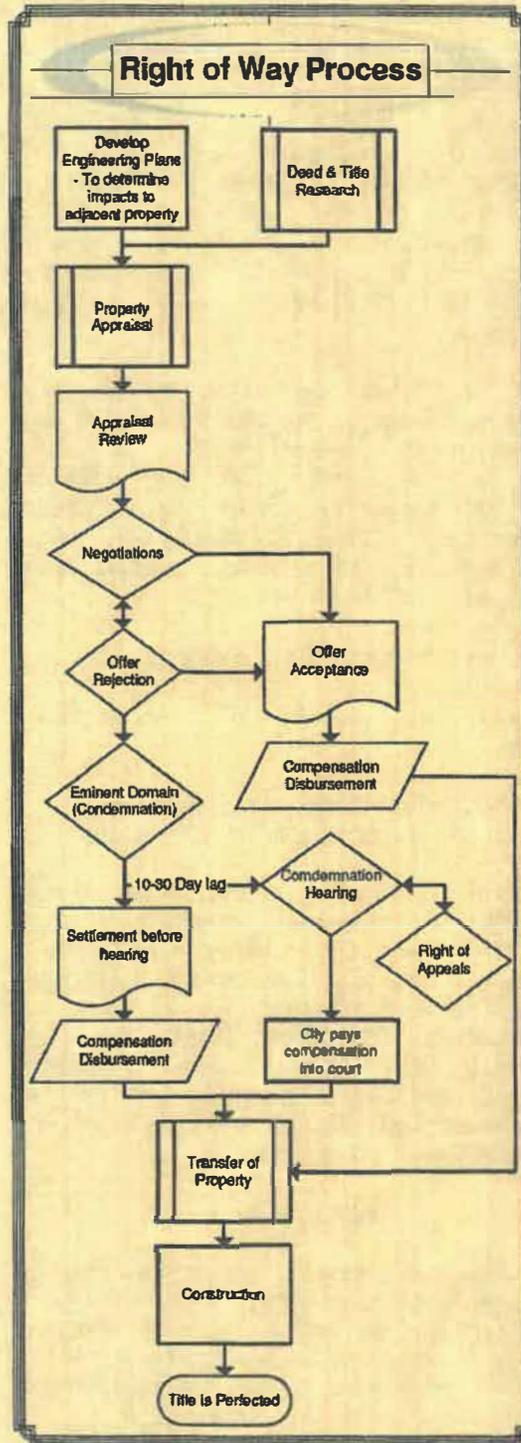
Must I pay a capital gain tax or an income tax?

The sale of property to the City of Lincoln, in most instances, is considered "involuntary conversion" by the U.S. Internal Revenue Service. Federal tax laws and official interpretations may vary from time to time; thus it is best to check with your tax advisor or the Internal Revenue Service officials.

Additional Information

From your first notice to the final payment, you will be kept informed of all developments concerning the acquisition of your property. Every representative of the City of Lincoln is sincerely interested in cooperating with you. We offer you assistance and understanding and will appreciate your confidence and good will. After all, most of us are property owners, and all of us are stockholders in the City of Lincoln and are joined in a common concern for the best interest of the public. For additional information, contact:

City of Lincoln, Nebraska
 Urban Development Department
 Housing and Real Estate Division
 808 P Street, Suite 400
 Lincoln, NE 68508



Right-of-Way Acquisition and Your Property

*Prepared by
 City of Lincoln
 Urban Development Department
 Housing and Real Estate Division*

As the City of Lincoln grows, it becomes necessary to make changes and improvements to our infrastructure. The City of Lincoln is faced with the responsibility of providing adequate major infrastructure items such as roadways and utilities. The increase in growth of the City results in the need to improve existing roadways and utilities that are no longer adequate to supply the growing demand.

To serve the community, it sometimes becomes necessary to acquire private property to construct new roadways, modernize existing roadways, or improve utilities such as storm drainage sewers, water mains, and sanitary sewers. It is indeed unfortunate that a private property owner must be inconvenienced in any way; however, the accomplishment of public works projects would not be possible if the land necessary was not first acquired.

The purpose of this brochure is to help you understand the methods used by the City of Lincoln to acquire the land needed for necessary

improvements and, hopefully, it will provide the basis for mutual understanding and cooperation.

Design and Right of Way Process

When a project is first identified and incorporated into the Capital Improvement Program (CIP), the City of Lincoln develops a project design schedule that typically includes public participation for major infrastructure projects. Public participation is an important part of the project process because it will allow for you to express your point of view early in the design process through various sources such as open houses, web sites, and questionnaires.

As part of the design process, professional engineers will develop preliminary plans to show where infrastructure improvements will be located and the amount of land that will be needed due to the project. Typically during the preliminary plan phase is when a public meeting will be held in order to give you a chance to be heard and enter your comments and recommendations for the record. Prior to beginning final design, the suggestions and comments received are considered from a variety of viewpoints such as economic, aesthetic, safety, and service.

At the point when comments have been received and the amount of land needed for right of way or easement purposes is established, then the property will be appraised before the initiation of negotiations. In most cases, the property owner or the owner's designated representative shall be given the opportunity to accompany the appraiser during inspection of the property. The appraiser will use a comparison with similar properties recently sold and use them as value indicators. The appraiser's report is then reviewed by an independent appraiser who will determine the fair market value that will be offered by the City of Lincoln.

After your property has been appraised and the appraisal review completed, you will be contacted by the right-of-way agent who will make an offer

for your property. Appraisals are made for the mutual benefit of the property owner and the City of Lincoln. The agent does not attempt to bargain or "horse trade" for a lesser amount than the appraisal. The agent is not authorized to go higher than the appraised value unless certain values or damage items have been overlooked in the appraisal. If this is the case, please bring it to the attention of the agent so it can be checked with the appraiser.

After the agent has explained the requirements of the City of Lincoln and the offer is extended, most owners understand and accept the settlement. The offer is given in writing and is a firm price that totally excludes any bargaining. In order to protect the interest of the owner and the City of Lincoln, the City of Lincoln will re-evaluate its appraisal in light of any new information.

How is your property acquired?

There are three methods by which your property may be acquired.

Direct sale of the property from the property owner to the City of Lincoln.

The agent will submit the contract for the payment price offered to the property owner to execute. The contract will then be returned to the City by the agent for approval. The City will prepare and transmit to the property owner all necessary documents to effect the conveyance of the property acquired. When all necessary documents are signed and returned to the City, then the payment is mailed directly to you. The City then proceeds with filing the documents.

Eminent Domain procedure.

Eminent domain procedure is used when title to the property cannot be conveyed because it is held by a minor, an owner cannot be located, or the City and the owner cannot agree on a price. If an agreement cannot be reached, the eminent

domain law must be used. The City of Lincoln prepares all the applications and other documents necessary to start these proceedings. They are filed in the office of the Lancaster County judge.

With proper notification to the landowner, the county judge appoints three local property owners as county appraisers. After viewing the property, the appointed appraisers listen to the statements of the landowner, or the owner's representative, and of the City of Lincoln. A formal report of their findings of value is filed with the county judge. This hearing is conducted at no expense to the landowner unless the landowner hires an attorney or other representative.

If the landowner or the City of Lincoln is not satisfied with a report of the appraisers appointed by the judge, either may appeal to the district court for determination by a jury. The prospects of a condemnation should not cause fear or apprehension. The eminent domain law provides a means of settlement of honest disagreement and protects the landowner as well as the City of Lincoln.

Donation of property by civic-minded property owners.

Entire sections of public improvements projects have been built on properties, all of which have been donated.

When will I be paid?

After you have accepted the agreement of sale, the acquiring agency processes it as soon as possible so that an early payment may be made to you. There are basic administrative tasks that must be performed before the payment can actually be entered, but every effort is made to insure that you receive payment in the most expeditious manner. Where an improvement is to be acquired by the City of Lincoln, priority will be given to expedite payment.