




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

Agenda Item #12

Memorandum

Date: December 16, 2020
To: Board of Directors
From: David Potter, Assistant General Manager 
Subject: September 15, 2020 Platte River Subcommittee Meeting Minutes

The LPSNRD Platte River Subcommittee met virtually on Tuesday, December 15th at 5:30 p.m. via Zoom. Members present included Chelsea Johnson, Milt Schmidt, Gary Hellerich, Dan Steinkruger, Sarah Wilson and Ray Stevens. Members absent were Don Jacobson and Karen Amen. Others present included Larry Ruth, David Kracman with Flatwater Group, Paul Zillig, David Potter, Mike Murren, and Nathan Kuhlman. Johnson called the meeting to order and reviewed the agenda and two action items.

- a. Western Sarpy Clear Creek Flood Control Project Land Rights Easement from the Department of the Army for Camp Ashland property.

Staff briefly explained that the NRDs (Papio-Missouri NRD, Lower Platte North NRD, and Lower Platte South NRD) are the local sponsors for the Corps' Western Sarpy Clear Creek (WSCC) Flood Reduction Project (see project map). The entities approved a Pre-Construction, Engineering, and Design (PED) agreement in 2001 for the project. Papio-Missouri NRD would be responsible for operation and maintenance of the east side of the river and Lower Platte North initially agreed it would be the responsible for the operation & maintenance for that portion of the project on the west side of the Platte River. A map of the entire Western Sarpy Clear Creek Project was provided to the subcommittee (and attached). As shown on the map, 99% of the 12 mile "Clear Creek" portion of the project is in Lower Platte North NRD, while a small part is in the Lower Platte South NRD south of the National Guard Camp.

As design progressed, the project became more complicated in the area of Camp Ashland/Guard Camp and this area was divided into sections called "Camp Ashland Levee", "NE-ARING Levee", and "Fuse Plug Levee" (see attached map). In 2003 the NRDs entered into an agreement with the Nebraska National Guard for the responsibilities related to the NE-ARING Levee.

The design of the Fuse Plug Levee was agreed upon, and the operation and maintenance responsibilities for these three portions was to be addressed once the Corps completed the Operation & Maintenance Manual for the project. The manual has been recently completed by the Corps. Staff discussions between the NRDs, Corps and National Guard has resulted in a proposed agreement with Lower Platte North

continuing to operate the Fuse Plug Levee and both NRDs sharing equally in the cost of the O&M of the Fuse Plug Levee.

The March 2019 flood event damaged many areas along the Platte River. Both sides of the Western Sarpy Clear Creek Levee were compromised. The flood also caused significant damage to the fuse plug levee, floodway, and threatened the City of Lincoln's water main near the National Guard Camp at Ashland. The Western Sarpy Clear Creek Levee and floodway were covered by the US Army Corps of Engineers through the PL84-99 program and the project sponsors for the USACE PL84-99 application included PMRNRD, LPNNRD & LPSNRD.

What is needed now are the proper easements for the overall project and the continued operation and maintenance. The Army Corps of Engineers is requesting an easement from the Department of the Army. When dealing with the National Guard, there is State National Guard and also Federal National Guard. We already have necessary easements for the State National Guard portion. This particular easement is for the Federal National Guard portion and is proposed for a 25-year period. The easement (see attached) as written and identified is needed for the continued project and is favorable by all parties involved. Even though there is no "LPSNRD" land in the easement area (see attached map), the reason for the District's part in the easement is due to LPSNRD performing the operation and maintenance in the Salt Creek Floodway according to the NE-ARNG/NRD Operation and Maintenance Addendum.

Additional background information was provided to the subcommittee and discussed. Potter and Zillig answered questions regarding the easement and of the Western Sarpy Clear Creek Levee system. It was also shared that Lower Platte North NRD Board approved the easement at their meeting on December 14th. It was moved by Stevens seconded by Steinkuber and unanimously approved to recommend the Board of Directors approve the Western Sarpy Clear Creek Flood Control Project Landrights Easement from the Department of the Army for Camp Ashland property, subject to legal counsel review.

- b. Operation & Maintenance Addendum with Nebraska National Guard (NEARNG), Lower Platte North NRD and Papio-Missouri River NRD for the Western Sarpy Clear Creek Flood Control Project.

Staff explained the second part of the process and the second agenda item which pertains to the Operation and Maintenance Manual and Agreement. Background information on the Levee system and the Agreement Addendum was provided by Potter and Zillig. The Western Sarpy/Clear Creek Flood Control Project is along the Platte River in eastern Saunders County and western Sarpy County, between Ashland and Gretna, Nebraska. The 50-year level flood control project, consisting of levees, floodwalls and conservation measures was designed and constructed by the U.S. Army Corps of Engineers. Local sponsorship (including landrights) was provided by the Lower Platte North NRD (LPNNRD), Lower Platte South NRD (LPSNRD) and the Papio-Missouri River NRD (PMRNRD). The Project was completed in 2017 and consists of eight miles of levee on the eastern side of the Platte River and approximately 13 miles of levee on the western side of the Platte River. Location maps of the project are attached.

In 2001, the LPNNRD, LPSNRD and PMRNRD signed an Interlocal Cooperation Act Agreement for the construction of the Western Sarpy/Clear Creek Project. In 2003, LPNNRD, LPSNRD, PMRNRD and the Nebraska Army National Guard (NE-ARNG) signed an Interlocal Cooperation Act Agreement for the construction of a portion of the Western Sarpy/Clear Creek Project on the NE-ARNG property at Camp Ashland.

The proposed Operation and Maintenance Addendum to the aforementioned Interlocal Cooperation Act Agreements was provided to the subcommittee and is attached. The Addendum provides for the distribution of responsibility for

operation, maintenance and repair, distribution of costs and assignment of flood fighting authority for the Project on the Camp Ashland property.

The operation and maintenance addendum to the Interlocal Agreements for the Western Sarpy/Clear Creek Flood Control Project has been in the works for the last two years. Regarding LPSNRD, the addendum identifies that Lower Platte North continues to operate the Fuse Plug Levee and both NRDs will share equally in the cost of the O&M of the Fuse Plug Levee.

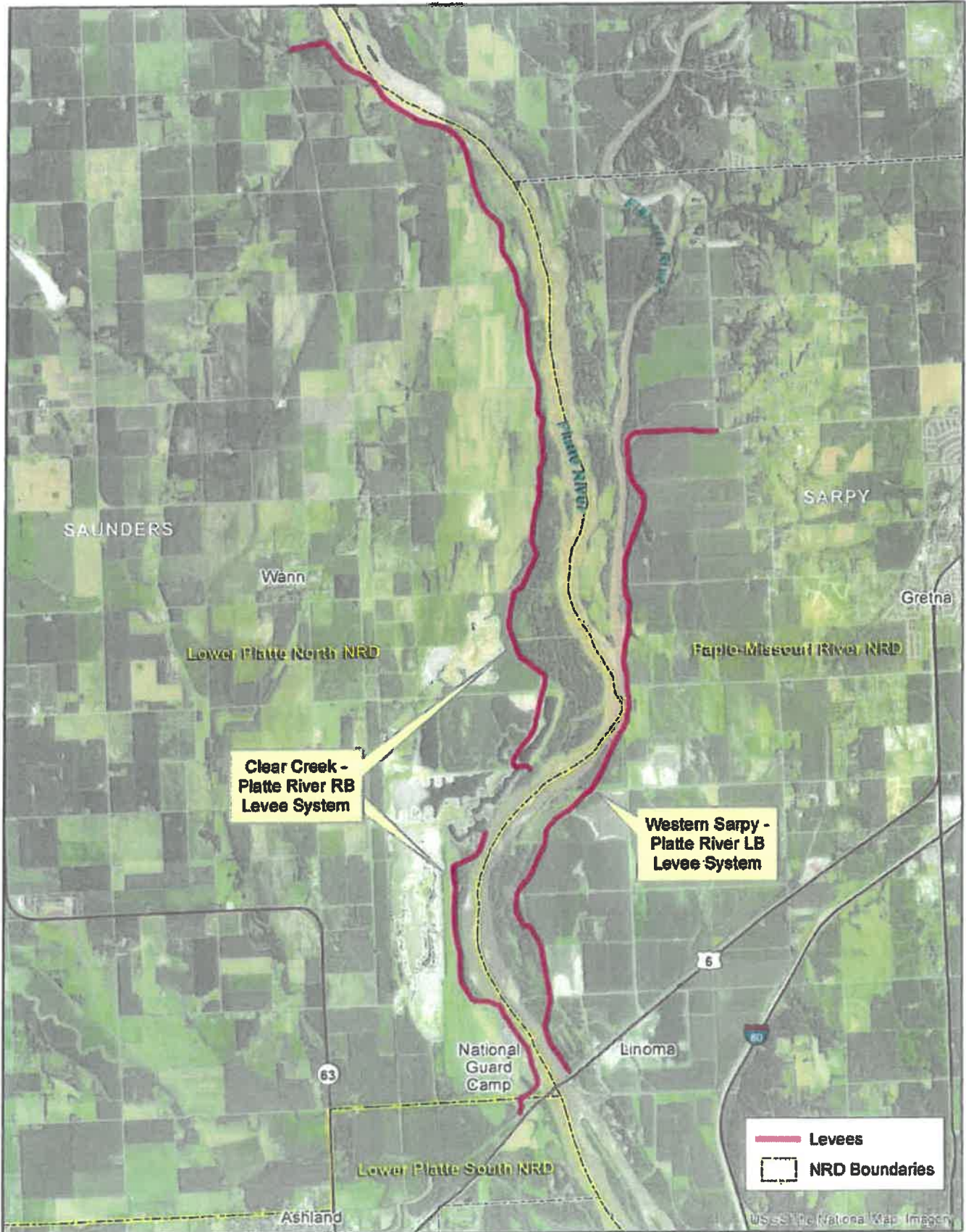
Potter and Zillig answered questions of the O&M Agreement and the levee system projects. It was noted that PMRNRD and LPNNRD had already approved the operation and maintenance addendum. **It was moved by Steinkrufer, seconded by Stevens and unanimous. It was approved to recommend the Board of Directors approve the Proposed Operation and Maintenance Addendum to the 2001 and 2003 Interlocal Cooperation Act Agreements with Lower Platte North NRD, Platte-Missouri River NRD and the Nebraska Army National Guard for the Western Sarpy/Clear Creek Flood Control Project and authorize the General Manager sign said Addendum, subject to legal counsel review.**

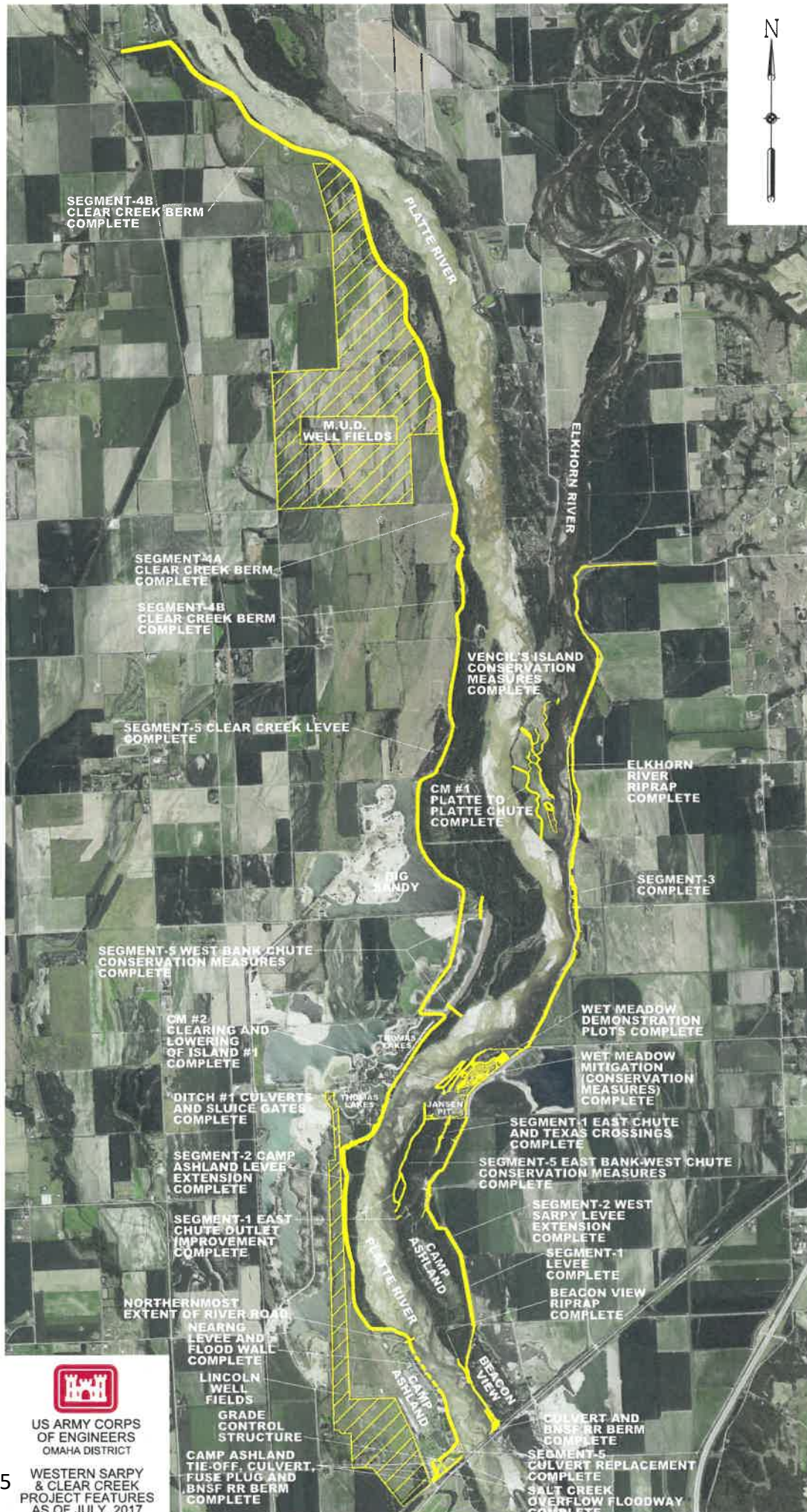
c. Discussion Items.

Potter gave an update on the Platte River Breach Repair Project near Plattsmouth that was completed by the Corps of Engineers. A summary of the recent Lower Platte River Corridor Alliance (LPRCA) Meeting held December 3rd was also presented. The next LPRCA meeting is tentatively planned for some time in April, 2021.

With no further business or discussion, Johnson adjourned the meeting at 6:02 p.m.

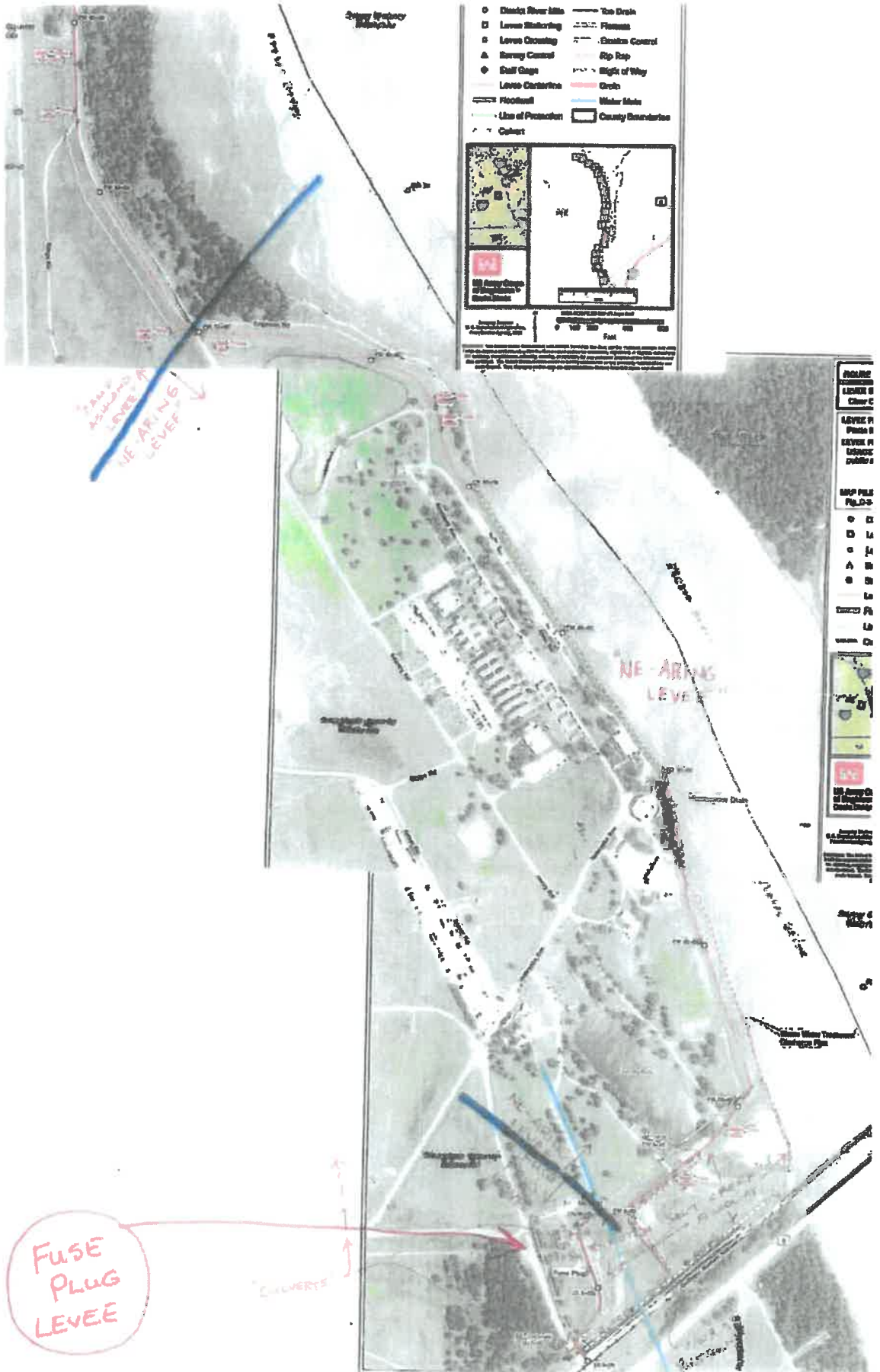
Western Sarpy Clear Creek Project





US ARMY CORPS OF ENGINEERS
OMAHA DISTRICT

WESTERN SARPY & CLEAR CREEK
PROJECT FEATURES
AS OF JULY, 2017





REPLY TO
ATTENTION OF
REAL ESTATE DIVISION

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
1616 CAPITOL AVENUE
OMAHA NE 68102-4901

November 20, 2020

SUBJECT: Easement DACA45-2-18-6033 to Lower Platte North Natural Resources District and Lower Platte South Natural Resources District

Lower Platte South Natural Resources District
Attn: Paul Zillig, General Manager
511 Commercial Park Road
Wahoo, NE 68066-9750

Dear Mr. Zillig:

Enclosed are three copies of Easement DACA45-2-18-6033 which grants Lower Platte North Natural Resources District and the Lower Platte South Natural Resources District an easement for the construction, installation and maintenance of the Camp Ashland Levee and access to the Salt Creek Floodway for flowage control on Camp Ashland, NE. Also enclosed is a Company Certificate that will need to be completed and returned with the Easement.

Please sign two copies of the Easement, fill out and sign the Company Certificate, **noting the person who signs the easement must not sign the Company Certificate**. Please return both signed copies of the Easement and Certificate. Upon receipt of the partially signed documents, my office will complete the processing of the Easement and return a fully executed copy at the address above.

Should you have questions or need additional information, you may contact Rodney Nelson at phone (605) 341-3169 ext. 3620; email rodney.nelson@usace.army.mil.

Sincerely,

Amanda Simpson

AMANDA SIMPSON
Chief, Military Branch, Real Estate Division
Real Estate Contracting Officer

Enclosure

**Recording requested by and when
recorded mail to:**

Lower Platte North Natural Resources District
PO Box 126
Wahoo, NE 68066

Space Above This Line Reserved for Recorder's Use

**DEPARTMENT OF THE ARMY
EASEMENT FOR FLOOD CONTROL LEVEE
RIGHTS-OF-WAY
LOCATED ON
CAMP ASHLAND TRAINING SITE
SAUNDERS COUNTY, NEBRASKA**

This Easement is made on behalf of **THE UNITED STATES OF AMERICA** (the "United States"), between **THE SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Omaha, Nebraska, hereinafter referred to as the "Grantor", under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, and the **Lower Platte North Natural Resources District** and the **Lower Platte South Natural Resources District**, duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal offices located at

Lower Platte North Natural Resources District, 511 Commercial Park Road, Wahoo, NE 68066-9750, and Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln NE 68521-1762, hereinafter referred to as the "Grantees."

NOW THEREFORE:

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

General Easement
30 Sep 2008

Grant and convey to Grantees, an easement for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of flood control levees, and related facilities located between approximately Sta. FW 73+50 and Sta. CA 64+09, hereinafter collectively referred to as the "Facilities", along with access to the Salt Creek Floodway area south of Sta. FW 5+04 and Sta. FW 10+00 for the purpose of maintaining or improving the flowage of any waters in, over, upon, or through the Salt Creek Floodway, all of which are located over, across, under, in and upon lands of the United States as identified in Exhibits "A" and "B" along with the right to access and traverse the levee road(s) located on Camp Ashland between the easement areas identified in Exhibits "A-1", "A-2", "A-3" and "B", having been determined not to be more land than is necessary for the easement, hereinafter referred to as the "Premises", and which is attached hereto and made a part hereof;

Make no claim of title during the term of this Easement to any easement Facilities of whatever nature located, constructed, or placed on the Premises during the term of the Easement by, or on behalf of, the Grantees; and title to any such Facilities and any addition or alteration to the Facilities, shall, upon completion thereof, immediately vest in the Grantees. The Facilities shall remain real property for the duration of this Easement.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This Easement is hereby granted for 25 years, beginning June 1, 2018 and ending March 31, 2044, so long as the Grantees remain in compliance with any or all of the conditions of this Easement.

2. CONSIDERATION, MITIGATION, AND DAMAGES

a. The consideration for this Easement shall be the construction, operation and maintenance of a public flood control levee for the benefit of the United States and the general public in accordance with the terms herein set forth.

b. The Grantees will mitigate damages caused to the Premises, surrounding areas, or to Camp Ashland, during initial installation and construction of the Facilities, and damages caused during operation, maintenance, or subsequent construction work, and complete all site restoration in accordance with the Clear Creek – Platte River RB Levee Systems Saunders County Nebraska Operation and Maintenance Manual by Grantees on file in the U.S. Army Engineer District, Omaha, Nebraska.

3. NOTICES

a. All correspondence and notices to be given pursuant to this easement shall be in writing and addressed, if to the Grantees, to Lower Platt North Natural Resources District, 511 Commercial Park Road, Wahoo, NE 68066-9750, and Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln NE 68521-1762

And, if to the Grantor, to: the Commander, Omaha District, U. S. Army Corps of Engineers, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901; with reference to the Easement number: **DACA45-2-18-6033**, or as may from time to time otherwise be directed by the parties. Both Grantor and Grantees have an obligation to ensure that the other party has their accurate address.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Grantor" or "Real Estate Contracting Officer" shall include their duly authorized representatives. Any reference to "Grantees" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

a. The construction, operation, maintenance, repair or replacement of said Facilities, including related facilities, culverts and other drainage facilities, and the Premises shall be performed at no cost or expense to the United States under the general supervision and subject to the approval of the Grantor's representative having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The Grantees shall have the right of ingress and egress for such purposes, subject to approval of access by said officer.

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

6. APPLICABLE LAWS AND REGULATIONS

a. The Grantees shall comply with all applicable Federal, state, county and municipal

laws, ordinances and regulations wherein the Premises are located. The Grantees shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Easement, independent of any existing permits or licenses held by the Grantor.

b. The Grantees shall promptly report to the Grantor any incident for which the Grantees is required to notify a Federal, State or local regulatory agency or any citation by Federal, State or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

7. CONDITION OF PREMISES

The Grantees acknowledges that they have inspected the Premises, know the condition, and understand that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor.

8. INSPECTION AND REPAIRS

a. Upon completion of any phase of the Easement activities which causes damage to the Premises, the Grantees shall restore said damage immediately, at the Grantees' own expense, to the same condition in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

b. The Grantees shall supervise the said Premises and Facilities and cause it to be inspected at reasonable intervals, and shall immediately repair any defects or leaks found by such inspection, or when requested by the Grantor to repair any defects or leaks.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantees shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantees 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 Grantees incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantees to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantees in an amount to reimburse for the loss satisfactory to the Grantor.

10. RIGHT TO ENTER

a. The right is reserved to the Grantor, 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, 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.

b. (DELETED)

c. The Grantees shall have the right to enter the Installation to exercise its rights under this Easement, subject to certain restrictions and/or special conditions required by the Installation. The Grantees acknowledge and recognize that:

(1) Premises are located on active U.S. Army installations and, as such, access to the easement activities may be subject to temporary closings and identification and/or routing requirements due to the occurrence of announced or unannounced events, actual or simulated, involving: mobilization, extreme weather conditions, security, antiterrorist force protection measures, police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the Premises. It is expressly understood that the Grantor may limit or restrict the right of access granted in any manner considered necessary, in the Grantor's sole discretion.

(2) Grantor, acting by and through his duly authorized Commander, Camp Ashland, exercises command and control over and with respect to (i) the Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

11. RIGHT TO CONNECT (DELETED)

12. REQUIRED SERVICES (DELETED)

13. TRANSFERS AND ASSIGNMENTS

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

14. INDEMNITY (DELETED)

15. 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 Grantees, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantees.

16. OTHER AGENCY AGREEMENTS

It is understood that the provisions of this easement shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantees and any other agency of the United States with regard to financial aid to the Grantees in connection with the installation, construction, operations, maintenance, or repair of the Facilities herein authorized.

17. RELOCATION OF FACILITIES (DELETED)

18. TERMINATION

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

19. SOIL AND WATER CONSERVATION

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

20. 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 Grantees 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 Grantees 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 Grantees must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

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

21. ENVIRONMENTAL SITE ASSESSMENT (DELETED)

22. HISTORIC PRESERVATION

The Grantees 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 Grantees shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

23. NON-DISCRIMINATION (DELETED)

24. NON-DISCRIMINATION

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

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

25. RESTORATION

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

26. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantees 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. \ni 403), Section 404 of the Clean Water Act (33 U.S.C. \ni 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.

27. SPECIAL CONDITIONS

EXECUTIVE ORDERS 13658 AND 13706

a. It has been determined this Easement is not subject to Executive Orders 13658 and 13706 or the regulations issued by the Secretary of Labor in 29 CFR parts 10 and 13 pursuant to the Executive Orders.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this Easement, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the Grantees, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Grantees releasing any claim or entitlement it would otherwise have to an equitable adjustment to the Easement and indemnifying and holding harmless the United States from the claims of subcontractors and Grantees employees.

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

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 20__.

Amanda Simpson
Chief, Military Branch, Real Estate Division
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, within my jurisdiction, the within named _____, who acknowledged that she is the Real Estate Contracting Officer, U.S. Army Engineer District, Omaha, and that in said capacity she executed the above and foregoing **Easement for Levee Right-Of-Way** by authority of the Secretary of the Army for the purposes therein expressed and as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL, this _____ day of _____, _____.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

THIS EASEMENT is also executed by the Grantees this ____ day of _____, 20 ____.

Eric Gottschalk, General Manager
Lower Platte North Natural Resources District

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this ____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he is _____ [official title] of Lower Platte North Natural Resources District a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

General Easement
30 Sep 2008

CERTIFICATE OF AUTHORITY

DACA45-2-18-6033

I hereby certify that I am the _____ of
(Secretary or Attesting Officer)
the organization named in the foregoing agreement with the United States of America; that said organization is organized under the laws of the State of Nebraska; that the seal, if applicable, affixed to said instrument is the seal of said organization; that

_____,
(Name of Officer)

who signed said agreement was then _____ of said
(Title of Officer)
organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,
if applicable, of said organization, this _____ day of _____, _____.

Secretary or Attesting Officer

Corporation or Organization

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.

MRO Form 851 (21 Aug 02) (Edition dated 1 Oct 91 is obsolete)

General Easement
30 Sep 2008

THIS EASEMENT is also executed by the Grantees this ____ day of _____, 20 ____.

Paul Zillig, General Manager
Lower Platte South Natural Resources District

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this ____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ [official title] of Lower Platte South Natural Resources District, a local governmental subdivision, and that for and on behalf of the said organization, and as its act and deed he/she executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

CERTIFICATE OF AUTHORITY

General Easement
30 Sep 2008

DACA45-2-18-6033

I hereby certify that I am the _____ of
(Secretary or Attesting Officer)
the organization named in the foregoing agreement with the United States of America; that said organization is organized under the laws of the State of Nebraska; that the seal, if applicable, affixed to said instrument is the seal of said organization; that

_____,
(Name of Officer)

who signed said agreement was then _____ of said
(Title of Officer)
organization and has been duly authorized to sign the foregoing agreement on behalf of said organization, binding said organization to the terms therein.

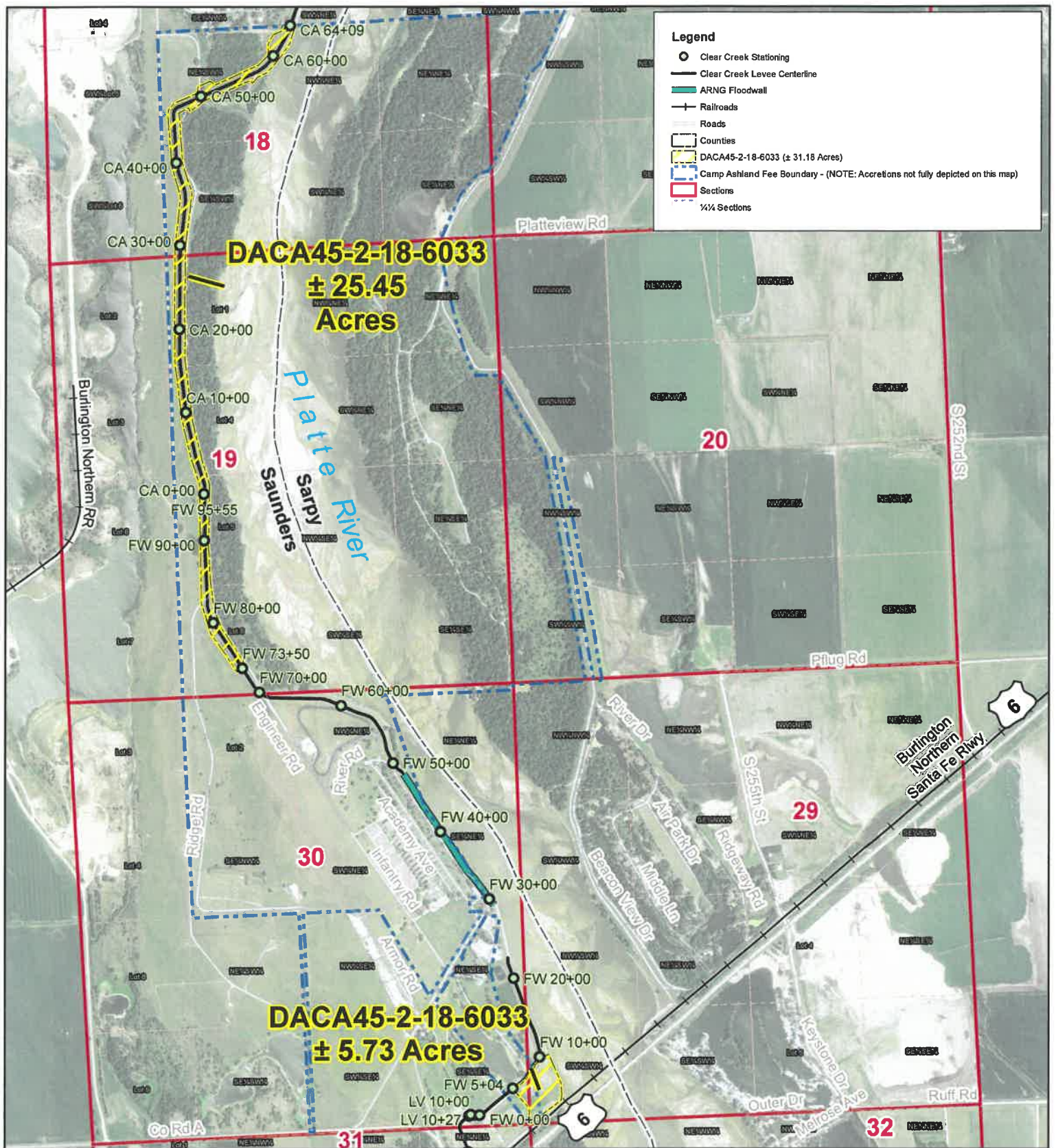
I, as the Secretary/Attesting Officer, hereby attest to the validity of the Signature of said Officer; and that said signature affixed to such agreement is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,
if applicable, of said organization, this _____ day of _____, _____.

Secretary or Attesting Officer

Corporation or Organization

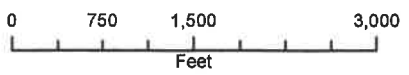
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Legend

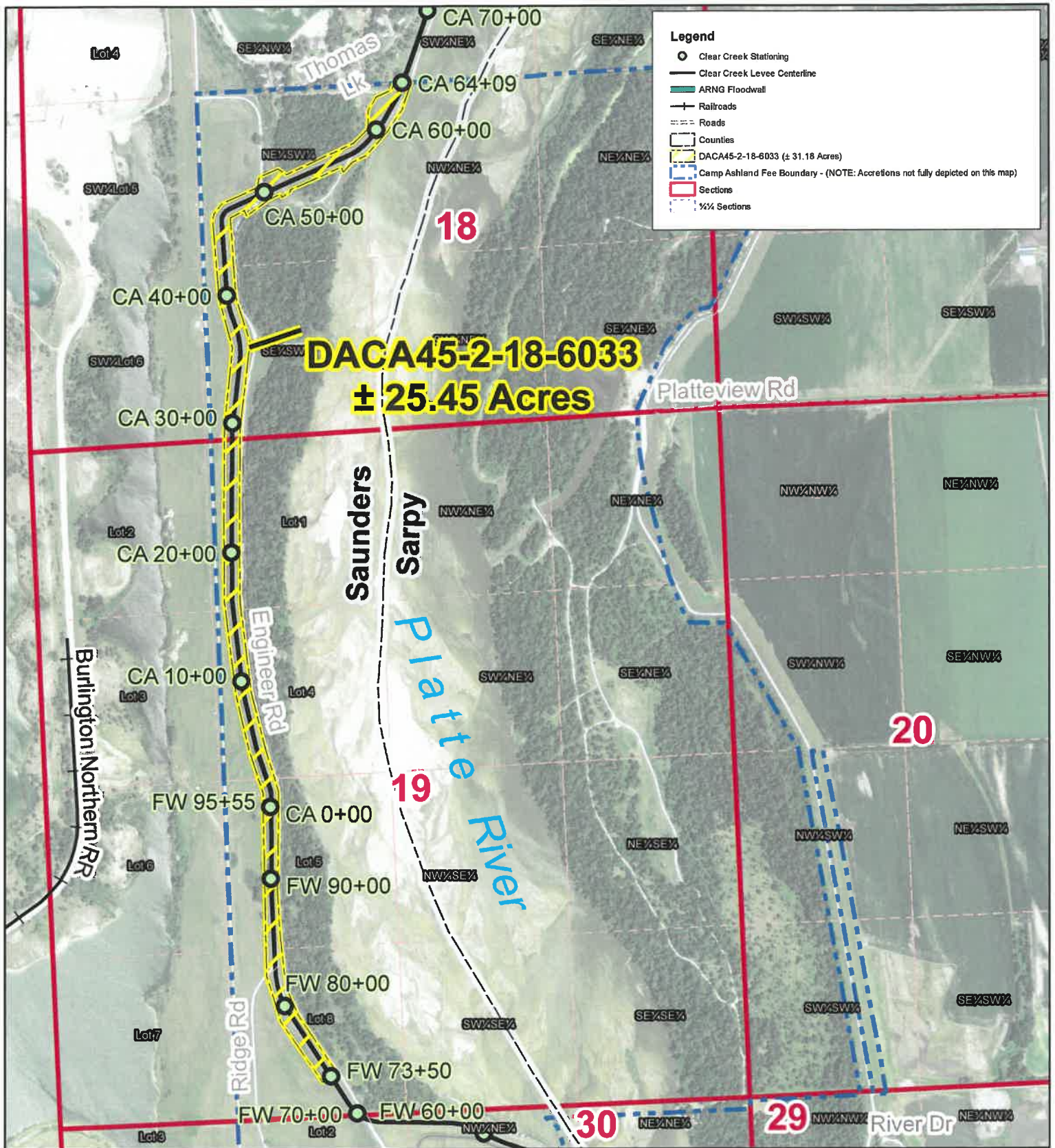
- Clear Creek Stationing
- Clear Creek Levee Centerline
- ARNG Floodwall
- Railroads
- Roads
- Counties
- DACA45-2-18-6033 (± 31.18 Acres)
- Camp Ashland Fee Boundary - (NOTE: Accretions not fully depicted on this map)
- Sections
- ¼ Sections

Camp Ashland Western Sarpy/Clear Creek Saunders County, Nebraska



Real Estate CENWO-RE-S	
Produced by: Kyle Gaston	 US Army Corps of Engineers © Omaha District
Production Date: September 22, 2018	
Revised by: Jesse Otterson	
Revision Date: November 18, 2020	
File Location: T:\Western_Sarpy\Camp_Ashland\DACA45-2-18-6033\ DACA45-2-18-6033_Exhibit_A-1.mxd	

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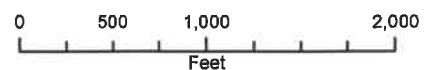
Legend

- Clear Creek Stationing
- Clear Creek Levee Centerline
- ARNG Floodwall
- Railroads
- Roads
- Counties
- DACA45-2-18-6033 (± 31.18 Acres)
- Camp Ashland Fee Boundary - (NOTE: Accretions not fully depicted on this map)
- Sections
- 1/4 Sections

Camp Ashland Western Sarpy/Clear Creek Saunders County, Nebraska

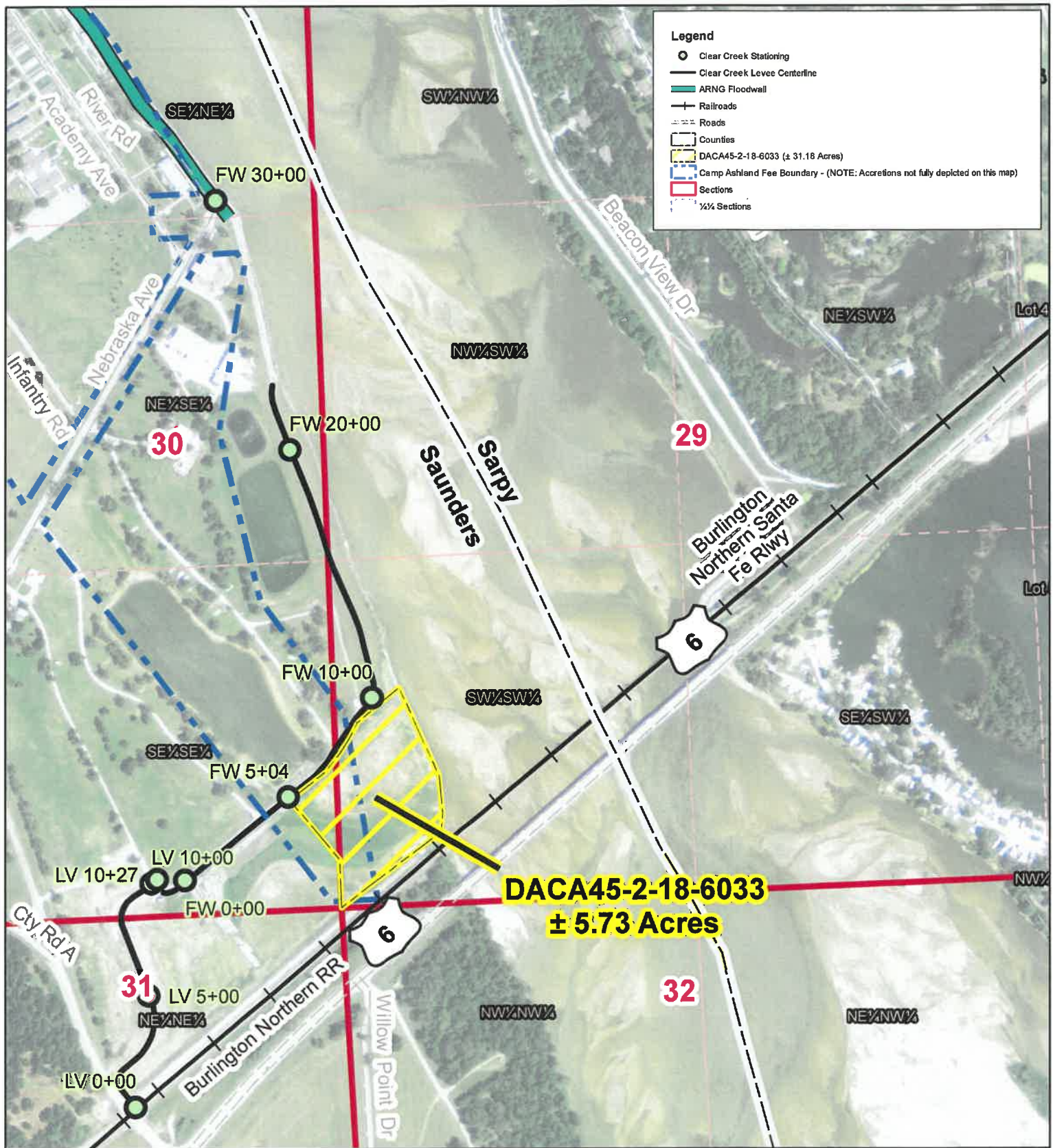


T 13N, R 10E
6th Principle Meridian

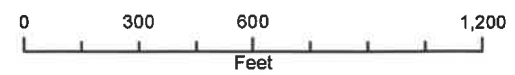


Real Estate CENWO-RE-S	
Produced by: Kyle Gaston Production Date: September 22, 2018 Revised By: Jesse Otterson Revision Date: November 18, 2020 File Location: T:\Western_Sarpy\Camp_Ashland\DACA45-2-18-6033_DACA45-2-18-6033_Exhibit_A-2.mxd	 US Army Corps of Engineers Omaha District


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Camp Ashland Western Sarpy/Clear Creek Saunders County, Nebraska



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Real Estate CENWO-RE-S	
Produced by: Kyle Gaston	 US Army Corps of Engineers Omaha District
Production Date: September 22, 2018	
Revised by: Jesse Otterson	
Revision Date: November 18, 2020	
File Path: T:\Western_Sarpy\Camp_Ashland\DACA45-2-18-6033\ DACA45-2-18-6033_Exhibit_A-3.mxd	

Lower Plate North Natural Resource District
&
Lower Plate South Natural Resource District

Parcel 1

A Parcel of land located in the SW¼SW¼ of Section 29, and the SE¼SE¼ of Section 30, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Section 29;

Thence North 02°33'53" West, 185.2 feet;

Thence North 39°59'00" West, 294.01 feet to a point on the Southerly line of an existing levee road;

Thence North 52°08'01" East, 171.61 feet;

Thence 223.99 feet along a curve to the left having a radius of 916.09 feet, a central angle of 14°00'34", and a chord bearing North 32°56'57" East, 223.44 feet;

Thence North 49°29'11" East, 206.07 feet;

Thence South 23°58'13" East, 367.70 feet;

Thence South 05°25'49" East, 145.84 feet;

Thence South 06°00'24" West, 69.31 feet;

Thence South 52°23'22" West, 470.09 feet to the **POINT OF BEGINNING**.

The tract of land herein described contain 5.73 acres, more or less.

ALSO

Parcel 2

A Tract of land located in the SW¼ and the NW¼SE¼ of Section 18 and the W½ of Section 19, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, more particularly described as follows:

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "A" ATTACHED TO AND
MADE A PART OF DACW45-2-18-6033

Western Sarpy Clear Creek
Saunders County, NE
U.S.A. (Camp Ashland)

Commencing at the Southwest corner of said Section 19;

Thence North 79°58'02" East, a distance of 2,050.95 feet to a point at Clear Creek Levee Station 73+50 and the **POINT OF BEGINNING**.

Thence North 34°31'12" West, a distance of 567.83 feet;

Thence North 17°24'21" West, a distance of 374.96 feet;

Thence North 01°06'42" West, a distance of 1,280.77 feet;

Thence North 00°09'57" East, a distance of 132.89 feet;

Thence North 18°12'59" West, a distance of 335.45 feet;

Thence North 13°24'53" West, a distance of 465.78 feet;

Thence North 07°03'54" West, a distance of 710.70 feet;

Thence North 00°17'52" West, a distance of 695.20 feet;

Thence North 00°24'58" East, a distance of 662.76 feet;

Thence North 05°43'40" East, a distance of 605.98 feet;

Thence North 15°20'24" West, a distance of 389.35 feet;

Thence North 04°44'03" West, a distance of 601.74 feet;

Thence North 08°47'19" East, a distance of 50.98 feet;

Thence North 36°51'49" East, a distance of 103.70 feet;

Thence North 66°04'07" East, a distance of 303.68 feet;

Thence North 10°39'55" East, a distance of 81.64 feet;

Thence North 66°36'44" East, a distance of 156.44 feet;

Thence South 58°54'35" East, a distance of 80.61 feet;

Thence North 65°12'44" East, a distance of 566.89 feet;

Thence North 44°01'59" East, a distance of 155.57 feet;

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "A" ATTACHED TO AND
MADE A PART OF DACW45-2-18-6033

Western Sarpy Clear Creek
Saunders County, NE
U.S.A. (Camp Ashland)

Thence North 01°19'59" East, a distance of 138.51 feet;
Thence North 29°24'14" East, a distance of 123.66 feet;
Thence North 66°54'16" East, a distance of 126.83 feet;
Thence North 19°42'46" East, a distance of 56.36 feet;
Thence North 87°11'49" East, a distance of 129.37 feet;
Thence South 19°27'59" West, a distance of 109.65 feet;
Thence South 17°46'39" West, a distance of 112.85 feet;
Thence South 32°40'31" West, a distance of 186.92 feet;
Thence South 41°04'55" West, a distance of 256.24 feet;
Thence South 64°15'07" West, a distance of 117.69 feet;
Thence South 42°30'15" West, a distance of 104.15 feet;
Thence North 22°38'28" West, a distance of 41.62 feet;
Thence South 66°08'40" West, a distance of 431.00 feet;
Thence South 23°08'09" East, a distance of 12.68 feet;
Thence South 56°55'26" West, a distance of 80.79 feet;
Thence North 24°03'40" West, a distance of 25.62 feet;
Thence South 66°08'41" West, a distance of 96.00 feet;
Thence South 53°59'38" West, a distance of 215.93 feet;
Thence North 23°44'26" West, a distance of 45.45 feet;
Thence South 62°55'16" West, a distance of 124.71 feet;
Thence South 04°02'45" East, a distance of 612.09 feet;
Thence South 18°15'59" East, a distance of 357.91 feet;

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "A" ATTACHED TO AND
MADE A PART OF DACW45-2-18-6033

Western Sarpy Clear Creek
Saunders County, NE
U.S.A. (Camp Ashland)

Thence South 06°40'49" West, a distance of 656.94 feet;

Thence South 00°34'16" West, a distance of 657.52 feet;

Thence South 00°23'25" East, a distance of 695.68 feet;

Thence South 07°13'32" East, a distance of 712.28 feet;

Thence South 13°43'16" East, a distance of 470.99 feet;

Thence South 17°36'29" East, a distance of 319.97 feet;

Thence South 00°15'05" East, a distance of 144.79 feet;

Thence South 00°51'46" West, a distance of 350.43 feet;

Thence South 01°04'01" West, a distance of 261.88 feet;

Thence South 03°19'12" East, a distance of 364.91 feet;

Thence South 06°25'02" East, a distance of 257.64 feet;

Thence South 10°36'53" East, a distance of 166.41 feet;

Thence South 23°12'49" East, a distance of 212.10 feet;

Thence South 33°46'47" East, a distance of 532.75 feet to a point at Clear Creek Levee Station
FW 73+50;

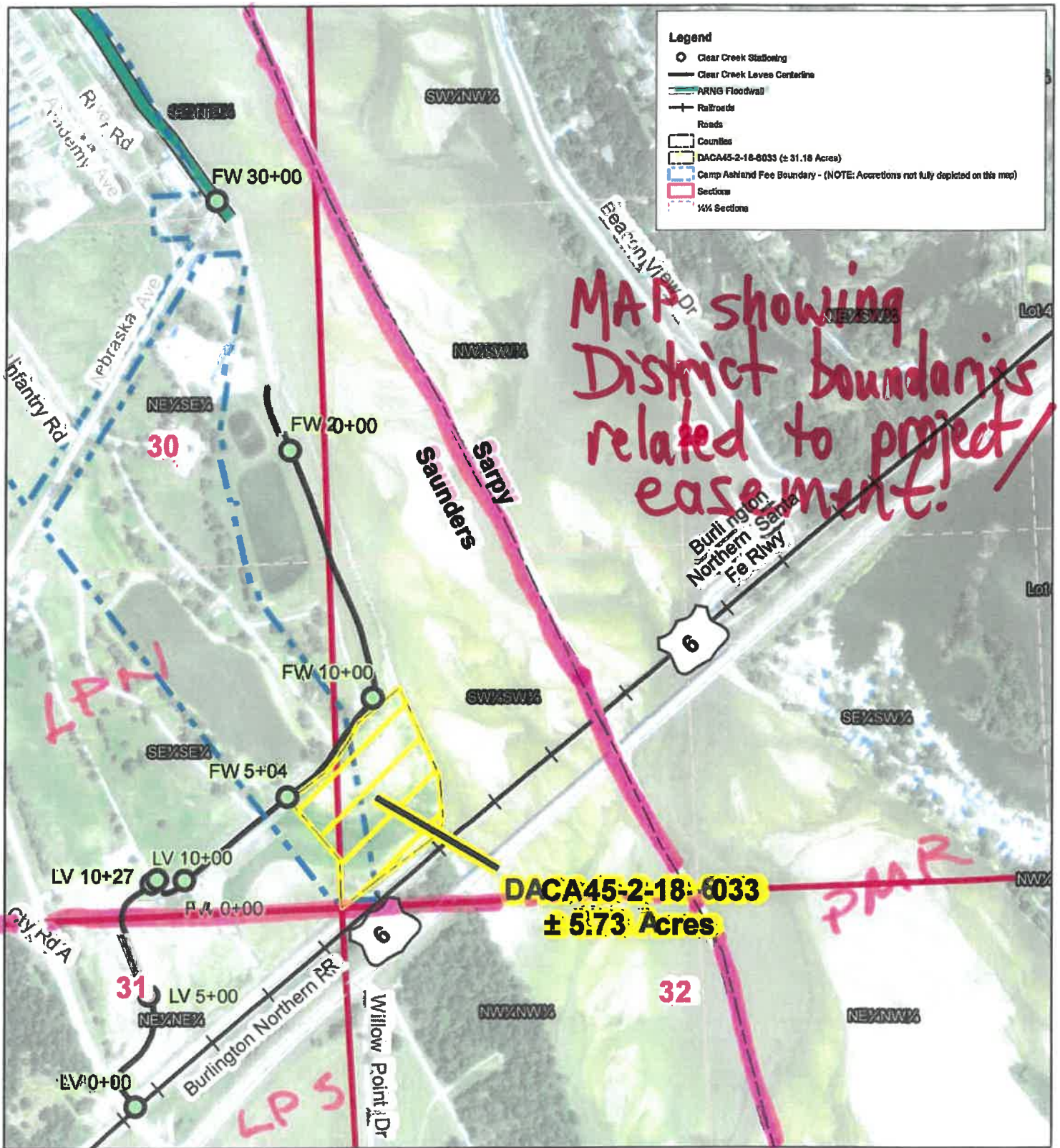
Thence South 57°08'34" West, 132.66 feet, to the **POINT OF BEGINNING**;

The tract of land herein described contain 25.45 acres, more or less.

The combined tracts of land herein described contain 31.18 acres, more or less.

18NOV2020JEO
16NOV2020JEO
22SEPT2018KEG

EXHIBIT "A" ATTACHED TO AND
MADE A PART OF DACW45-2-18-6033



Legend

- Clear Creek Stationing
- Clear Creek Levee Centerline
- ARNG Floodwall
- Railroads
- Roads
- Counties
- DACA45-2-18-6033 (± 31.18 Acres)
- Camp Ashland Fee Boundary - (NOTE: Accretions not fully depicted on this map)
- Sections
- ¼ Sections

MAP showing District boundaries related to project easement!

**DACA45-2-18-6033
± 5.73 Acres**

Real Estate
CENMO-RS-8

Prepared by:
Kyle Gaston
Prepared on:
September 22, 2018
Reviewed by:
Jesse Ottenson
November 15, 2020

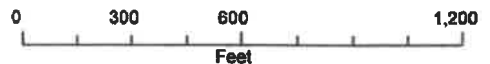
US Army Corps of Engineers
Omaha District

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DACA45-2-18-6033_Easement_A-3.mxd

Camp Ashland Western Sarpy/Clear Creek Saunders County, Nebraska

T 13N, R 10E
6th Principle Meridian

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**OPERATION & MAINTENANCE ADDENDUM TO
2003 INTERLOCAL COOPERATION ACT AGREEMENT AMONG
NEBRASKA ARMY NATIONAL GUARD,
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
FOR THE
NEBRASKA ARMY NATIONAL GUARD FLOOD CONTROL PROJECT
AND
2001 INTERLOCAL COOPERATION ACT AGREEMENT AMONG
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
FOR THE
WESTERN SARPY/CLEAR CREEK FLOOD CONTROL PROJECT**

This Interlocal Cooperation Act Agreement Addendum (hereinafter "**THIS ADDENDUM**") is made by and among the following:

Lower Platte North Natural Resources District (hereinafter "**LPNNRD**");
Lower Platte South Natural Resources District (hereinafter "**LPSNRD**");
Nebraska Army National Guard (hereinafter "**NE-ARNG**"); and,
Papiro-Missouri River Natural Resources District (hereinafter "**P-MRNRD**"),
hereinafter referred to collectively as "the **PARTIES**".

In **THIS ADDENDUM**, (a) LPNNRD, LPSNRD and P-MRNRD will be referred to collectively as "the **NRDS**"; (b) the Western Sarpy/Clear Creek Flood Control Project, consisting of approximately eight (8) miles of levee on the eastern side of the Platte River and approximately ten (10) miles of levee on the western side of the Platte River, will be referred to herein as "the **WS/CC PROJECT**"; and, (c) the Nebraska Army

nrd120525agWSCC_O&M

National Guard Flood Control Project, consisting of approximately three (3) miles of levee on the western side of the Platte River and other components on the eastern side thereof, will be referred to herein as “the **AS-BUILT NE-ARNG PROJECT.**” ¹

WHEREAS, in a 2001 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the NRDS, such parties agreed that, with limited exceptions, the P-MRNRD, at its sole and unreimbursed cost and expense, shall perform or provide for the operation, maintenance, replacement, repair and rehabilitation (hereinafter “**OMRR&R**”), shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor’s duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the P-MRNRD; and, agreed that, with limited exceptions therein stated, the LPNNRD, at its sole and unreimbursed cost and expense, shall perform or provide OMRR&R, shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor’s duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the LPSNRD or the LPNNRD.

WHEREAS, in a 2003 INTERLOCAL COOPERATION ACT AGREEMENT entered into by and among the PARTIES (the “**2003 AGREEMENT**”), the PARTIES provided for the OMRR&R of the NE-ARNG PROJECT, as follows:

“7. **NE-ARNG PROJECT OMRR&R.** After construction of the NE-ARNG PROJECT is completed, the NRDS, without cost to the NE-ARNG, shall perform or provide for the OMRR&R of those portions of the NE-ARNG LEVEE and the WEIR

¹ Components of the AS-BUILT NE-ARNG PROJECT are inventoried on the O&M Clear Creek and O&M Western Sarpy – DETAIL MAPS that are attached hereto as Attachment “A” and incorporated herein by reference.

AND REVETMENT which run alongside and immediately adjacent to the Platte River. The NE-ARNG shall perform or provide for the OMRR&R of the remaining portions of the NE-ARNG PROJECT, without cost to the NRDS. OMRR&R of the NE-ARNG PROJECT shall be performed in a manner compatible with the project's authorized purposes and in accordance with applicable Federal and State laws and specific directions prescribed in the NE-ARNG PROJECT OMRR&R MANUAL.”

WHEREAS, the PARTIES desire to expand, modify and clarify their individual responsibilities to each other for the OMRR&R of certain components of the AS-BUILT NE-ARNG PROJECT, and desire to designate the respective members of the PARTIES who will have authority and responsibility for each such respective component of the AS-BUILT NE-ARNG PROJECT upon the occurrence of a Platte River flood in the vicinity of the AS-BUILT NE-ARNG PROJECT; and,

WHEREAS, THIS ADDENDUM is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Secs. 13-801, et seq.), without a separate entity being created, and whenever possible, THIS ADDENDUM shall be construed in conformity therewith.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

1) DISTRIBUTION OF RESPONSIBILITY AND AUTHORITY FOR OMRR&R. After completion of construction, the respective responsibilities of the PARTIES for OMRR&R of components of the AS-BUILT NE-ARNG PROJECT, and the respective authorities of the PARTIES for direction and supervision of such components upon the expectation or occurrence of Platte River and Salt Creek flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall be and is hereby distributed among and assumed by the following respective PARTIES as shown in the following table, to-wit:

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OMRR&R RESPONSIBILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
		<i>WEST SIDE OF PLATTE RIVER</i>
		CLEAR CREEK LEVEE EXTENSION
LPNNRD	LPNNRD	<ul style="list-style-type: none"> • “Camp Ashland Levee” (Levee adjacent to Platte River from station FW73+50 to CA63+60)
LPNNRD	LPNNRD	<ul style="list-style-type: none"> • “Culverts” (Concrete boxes under County Road A at station LVo+85, 48” RCP in Fuse Plug Levee at station LV8+56 and twin 60” RCPs in Camp Ashland Levee at station CA51+42)
LPNNRD	Flood Fight Director ² LPNNRD	<ul style="list-style-type: none"> • “Fuse Plug Levee” (Sand Fuse Plug/earth levee from station LVo+00 to station FWo+00, including the Fuse Plug Notch and concrete slab centerline at station LV7+57 ³)
LPSNRD	LPNNRD	<ul style="list-style-type: none"> • “BNSF RR Berm” (Earth berm, erosion control and rip rap parallel to and partially on BNSF RR ROW)
LPSNRD	LPNNRD	<ul style="list-style-type: none"> • “Salt Creek Floodway” (Area between the BNSF RR Berm and the NE-ARNG Levee, extending from the Fuse Plug Levee to the Platte River)
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> • “Fuse Plug Notch Temporary Flood Barrier” centerline at station LV7+57
		NE-ARNG PROJECT
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> • “Weir and Revetment” (Sheet pile/weir and rip rap extending from BNSF RR Berm to the NE-

² The Flood Fight Director’s duties are identified in Western Sarpy/Clear Creek Flood Reduction Project Sarpy County and Saunders County, Nebraska – Clear Creek - Platte River Right Bank Levee System Clear Creek- Platte River RB Levee Segment Operation and Maintenance Manual – APPENDIX B – Camp Ashland Fuse Plug Embankment Operating Procedures (hereinafter the “**Camp Ashland Fuse Plug O&M Manual**”), adopted by the U.S. Army Corps of Engineers.

³ See “CAMP ASHLAND FUSE PLUG” plan view diagram dated September 19, 2018, a copy of which is attached hereto as Attachment “B” and incorporated herein by reference.

nrd120525agWSCC_O&M

		ARNG Levee station FW0+00)
OMRR&R RESPONSIBILITY	FLOOD FIGHT AUTHORITY	<i>LOCATION</i> COMPONENT
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> “NE-ARNG Levee” (Levee adjacent to Platte River from station FW0+00 to station FW73+50, including flood wall, rip rap and 48” RCP at station FW5+45)
		<i>EAST SIDE OF PLATTE RIVER</i>
		WESTERN SARPY LEVEE EXTENSION
P-MRNRD	P-MRNRD	<ul style="list-style-type: none"> “Western Sarpy Levee” extending northerly from Private (Bundy) Road at station WS43+25LB to northern boundary of NE-ARNG property at station WS133+72LB
		EAST BANK CHUTE CONSERVATION MEASURES
P-MRNRD	NE-ARNG	<ul style="list-style-type: none"> “East Bank/East Chute” (Platte River chute extending northerly from Platte River to northern boundary of NE-ARNG property
P-MRNRD	NE-ARNG	<ul style="list-style-type: none"> “3 Texas Crossings over East Bank/East Chute”
NE-ARNG	NE-ARNG	<ul style="list-style-type: none"> “Culvert and road crossing over East Bank/East Chute”
P-MRNRD	NE-ARNG	<ul style="list-style-type: none"> “East Bank/West Chute” (Platte River chute extending northerly from on NE-ARNG property onto P-MRNRD property)

2) **DISTRIBUTION OF COSTS FOR OMRR&R.** Each of the PARTIES, at its sole cost and unreimbursed expense, shall perform or provide OMRR&R for the components of the AS-BUILT NE-ARNG PROJECT for which they are responsible, with nrd120525agWSCC_O&M

the following exceptions, to-wit:

- a) In the cases of components on the West side of the Platte River, identified above as the CLEAR CREEK LEVEE EXTENSION, (1)LPNNRD shall perform all OMRR&R required for the “Camp Ashland Levee”, “Culverts” and “Fuse Plug Levee”; and LPSNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPNNRD for such OMRR&R of such components; (2) LPSNRD shall perform all OMRR&R for the “BNSF RR Berm” and “Salt Creek Floodway”; and LPNNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPSNRD for such OMRR&R of such components; and (3) the NE-ARNG shall perform all OMRR&R for the “Fuse Plug Notch Temporary Flood Barrier” and provide for the annual installation, prior to snow melt season Platte River flooding, and for the annual removal after snow melt season Platte River flooding, of a temporary flood barrier in the Fuse Plug Notch, all at its own cost and unreimbursed expense.
- b) In the cases of components on the East side of the Platte River, identified above as EAST BANK CHUTE CONSERVATION MEASURES, (1) the NE-ARNG shall perform all OMRR&R for the “Culvert and road crossing over the East Bank/East Chute” at its own cost and unreimbursed expense; and (2) P-MRNRD shall perform all other OMRR&R required for such components and the NE-ARNG shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by P-MRNRD for such OMRR&R of such components.

nrd120525agWSCC_O&M

3) **COORDINATING COMMITTEE.** The PARTIES hereby establish a committee (hereinafter the “**WS/CC COORDINATING COMMITTEE**”), consisting of one member-representative(s) designated by each of the PARTIES, who shall serve at the pleasure of their appointing PARTIES and who, upon the expectation or occurrence of Platte River flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall commence to confer regularly with the other PARTIES, exchange information and prepare cooperative plans for flood fighting and for implementation of the Camp Ashland Fuse Plug O&M Manual. The WS/CC COORDINATING COMMITTEE shall meet at least once annually and the P-MRNRD is designated as the lead agency of the committee.

4) **FLOOD FIGHT DIRECTOR.** The PARTIES hereby designate the General Manager of the LPNNRD, or his delegate, as the “Flood Fight Director” referred to in the Camp Ashland Fuse Plug O&M Manual for the AS-BUILT NE-ARNG PROJECT.

5) **RATIFICATION.** Except as the 2003 AGREEMENT or the 2001 AGREEMENT are expressly amended by THIS ADDENDUM, the 2003 AGREEMENT and 2001 AGREEMENT shall remain in effect and binding upon the parties who entered into the respective agreements.

6) **EFFECTIVE DATE.** THIS ADDENDUM shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS ADDENDUM by the PARTIES.

IN WITNESS WHEREOF,

THIS ADDENDUM is executed by the Lower Platte North Natural Resources District on this _____ day of _____, 20 ____.

Lower Platte North Natural Resources District

By: _____

Title: _____

THIS ADDENDUM is executed by the Lower Platte South Natural Resources District on this _____ day of _____, 20 ____.

Lower Platte South Natural Resources District

By: _____

Title: _____

THIS ADDENDUM is executed by the Nebraska Army National Guard on this _____ day of _____, 20 ____.

Nebraska Army National Guard

By: _____

Title: _____

THIS ADDENDUM is executed by the Papio-Missouri River Natural Resources District on this _____ day of _____, 20 ____.

Papio-Missouri River Natural Resources District

By: _____

Title: _____

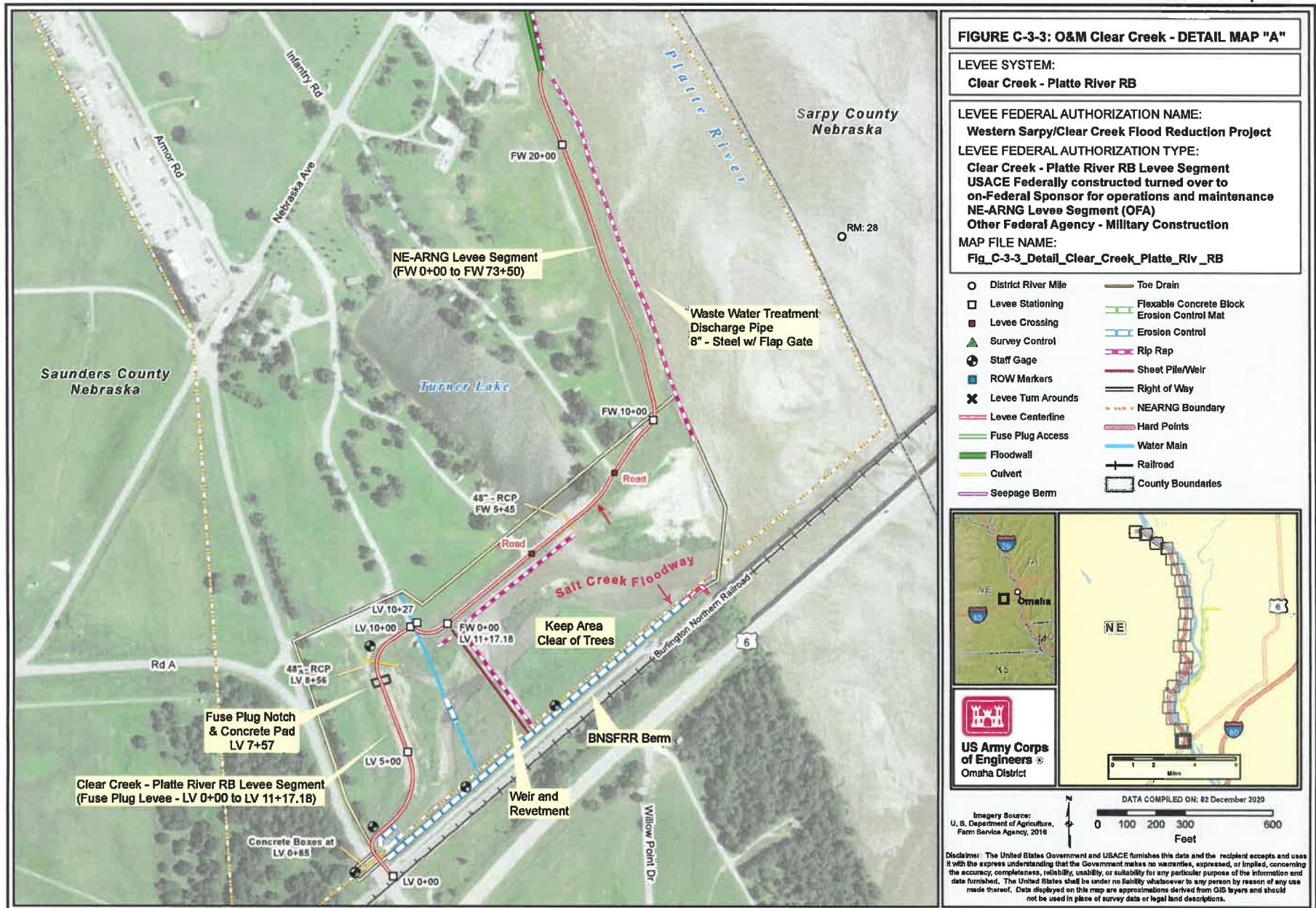


FIGURE C-3-3: O&M Clear Creek - DETAIL MAP "A"

LEVEE SYSTEM:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Sarpy/Clear Creek Flood Reduction Project

LEVEE FEDERAL AUTHORIZATION TYPE:
Clear Creek - Platte River RB Segment
USACE Federally constructed turned over to on-Federal Sponsor for operations and maintenance
NE-ARNG Levee Segment (OFA)
Other Federal Agency - Military Construction

MAP FILE NAME:
Fig_C-3-3_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ⊠ ROW Markers
- ✕ Levee Turn Arounds
- Levee Centerline
- Fuse Plug Access
- Floodwall
- Culvert
- Seepage Berm
- Toe Drain
- Flexible Concrete Block
- Erosion Control Mat
- Erosion Control
- Rip Rap
- Sheet Pile/Weir
- Right of Way
- NEARNG Boundary
- Hard Points
- Water Main
- Railroad
- County Boundaries



US Army Corps of Engineers
Omaha District

Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2016

DATA COMPILED ON: 02 December 2020

0 100 200 300 500
Feet

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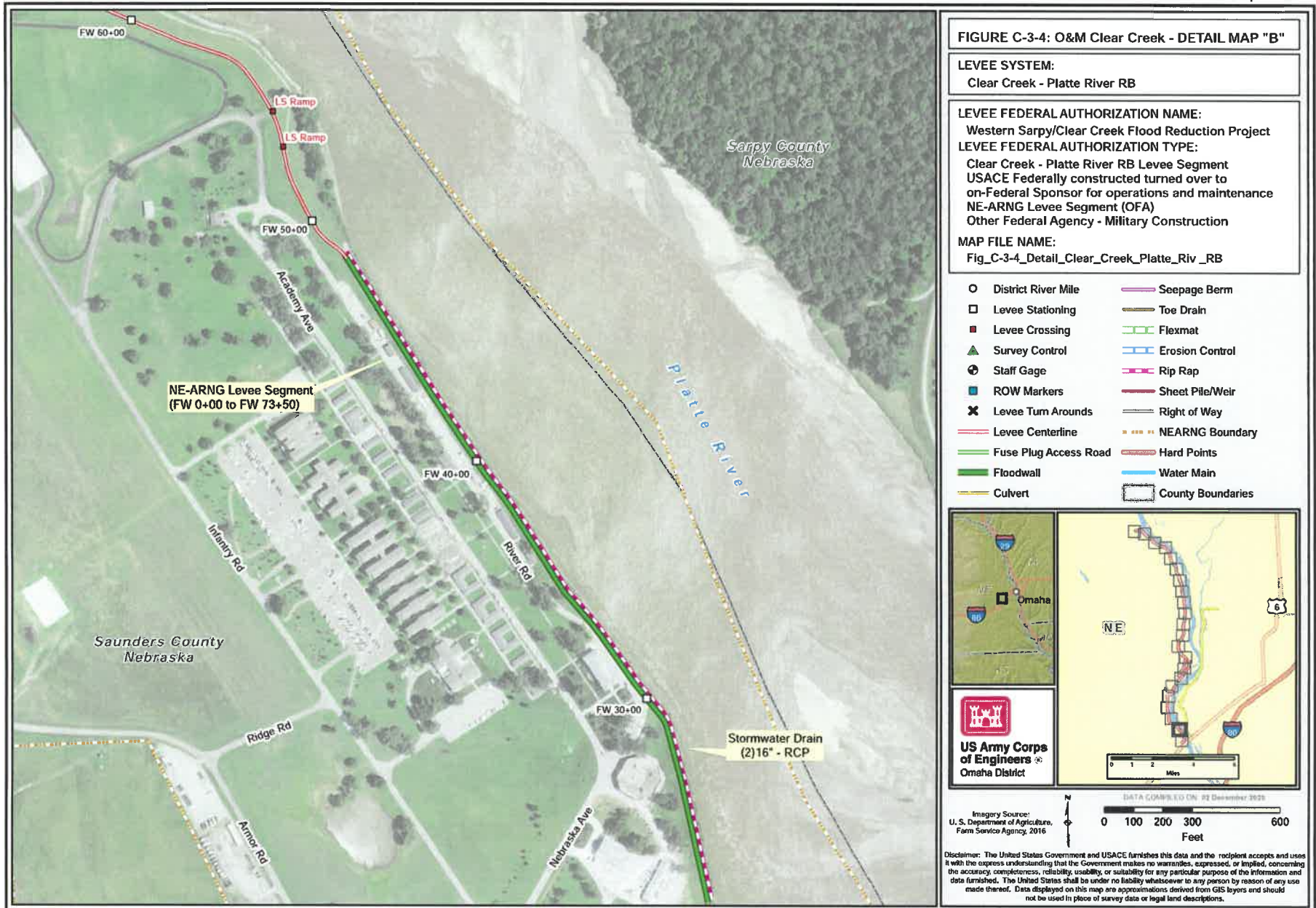


FIGURE C-3-4: O&M Clear Creek - DETAIL MAP "B"

LEVEE SYSTEM:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Sarpy/Clear Creek Flood Reduction Project
LEVEE FEDERAL AUTHORIZATION TYPE:
Clear Creek - Platte River RB Levee Segment
USACE Federally constructed turned over to on-Federal Sponsor for operations and maintenance
NE-ARNG Levee Segment (OFA)
Other Federal Agency - Military Construction

MAP FILE NAME:
Fig_C-3-4_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ROW Markers
- ✕ Levee Turn Arounds
- Levee Centerline
- Fuse Plug Access Road
- Floodwall
- Culvert
- Seepage Berm
- Toe Drain
- Flexmat
- Erosion Control
- Rip Rap
- Sheet Pile/Weir
- Right of Way
- NEARNG Boundary
- Hard Points
- Water Main
- County Boundaries

0 1 2 Miles

0 100 200 300 600 Feet

Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2016

US Army Corps of Engineers
Omaha District

DATA COMPILED ON: 12 December 2025

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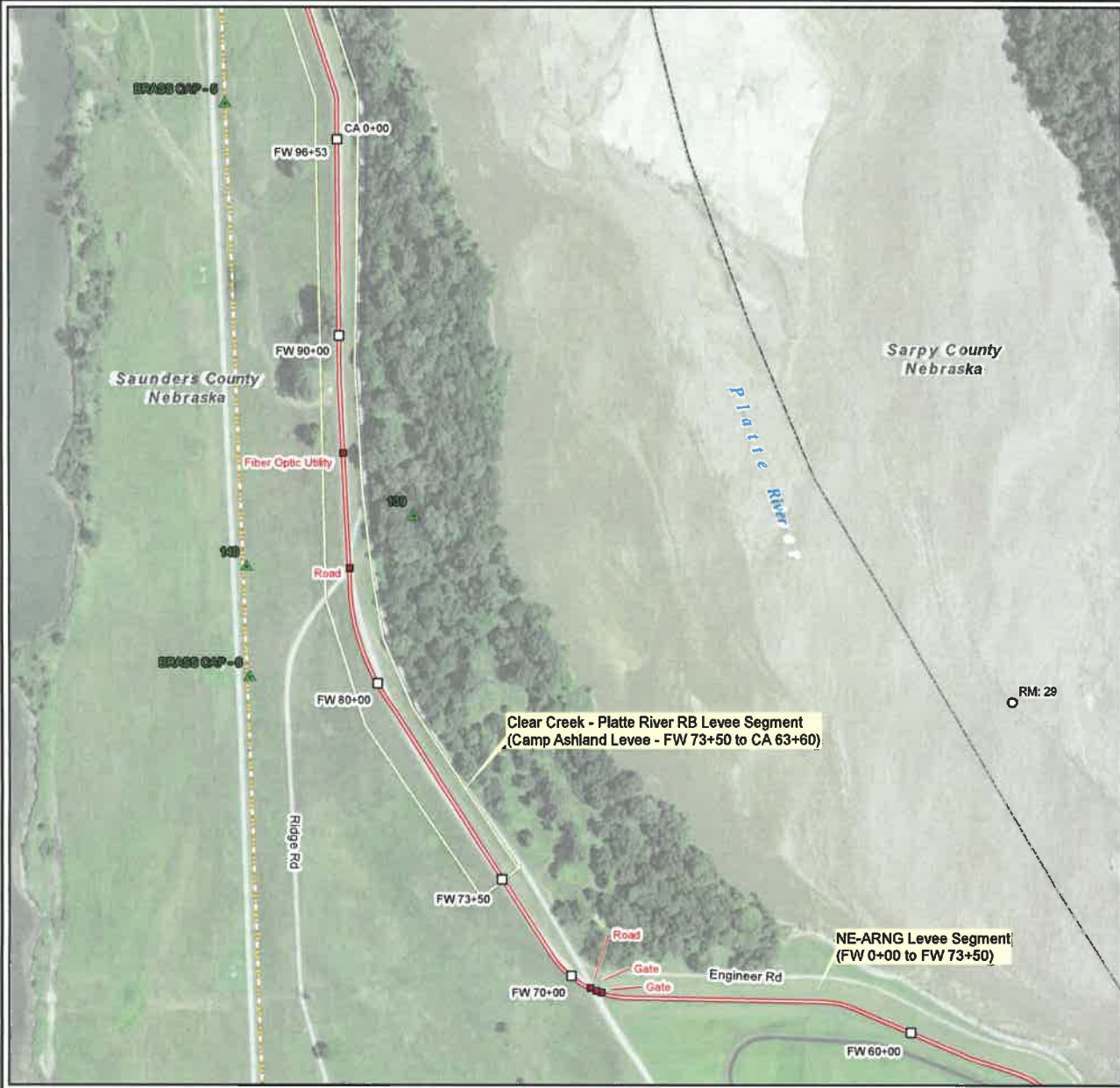


FIGURE C-3-5: O&M Clear Creek - DETAIL MAP "C"

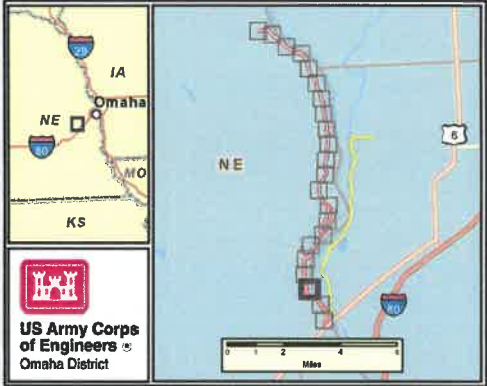
LEVEE SYSTEM:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Sarpy/Clear Creek Flood Reduction Project

LEVEE FEDERAL AUTHORIZATION TYPE:
Clear Creek - Platte River RB Levee Segment
USACE Federally constructed turned over to
Non-Federal Sponsor for operations and maintenance
NE-ARNG Levee Segment (OFA)
Other Federal Agency - Military Construction

MAP FILE NAME:
Fig_C-3-5_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- Levee Centerline
- Right of Way
- - - - NEARNG Boundary
- ▭ County Boundaries



Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2018

DATA COMPILED ON: 02 December 2020

0 100 200 300 400 500 600
Feet

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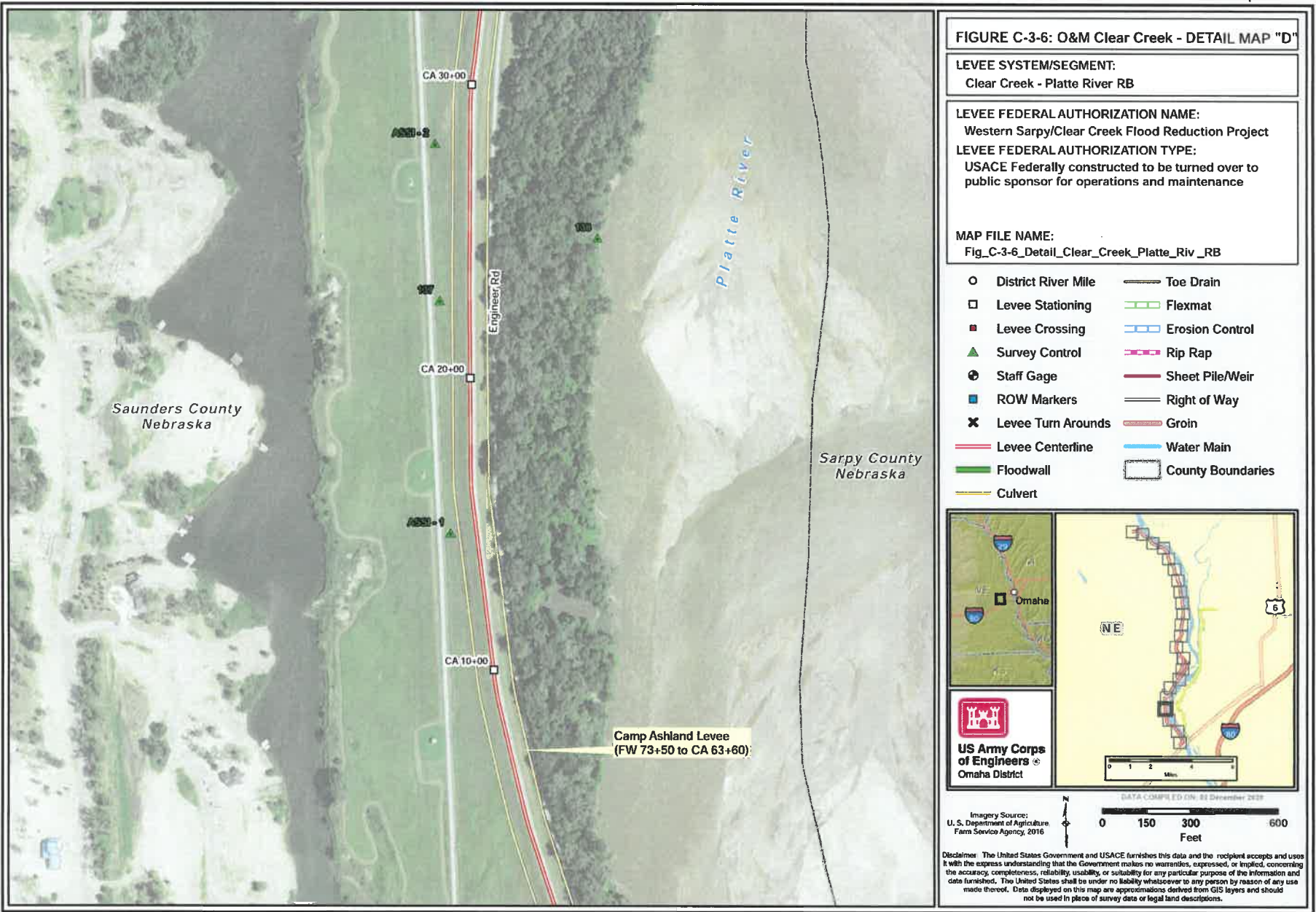


FIGURE C-3-6: O&M Clear Creek - DETAIL MAP "D"

LEVEE SYSTEM/SEGMENT:
Clear Creek - Platte River RB

LEVEE FEDERAL AUTHORIZATION NAME:
Western Saryp/Clear Creek Flood Reduction Project
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-6_Detail_Clear_Creek_Platte_Riv_RB

- District River Mile
- Levee Stationing
- Levee Crossing
- ▲ Survey Control
- ⊕ Staff Gage
- ROW Markers
- ✕ Levee Turn Arounds
- Levee Centerline
- Floodwall
- Culvert
- Toe Drain
- Flexmat
- Erosion Control
- Rip Rap
- Sheet Pile/Weir
- Right of Way
- Groin
- Water Main
- County Boundaries

US Army Corps of Engineers
Omaha District

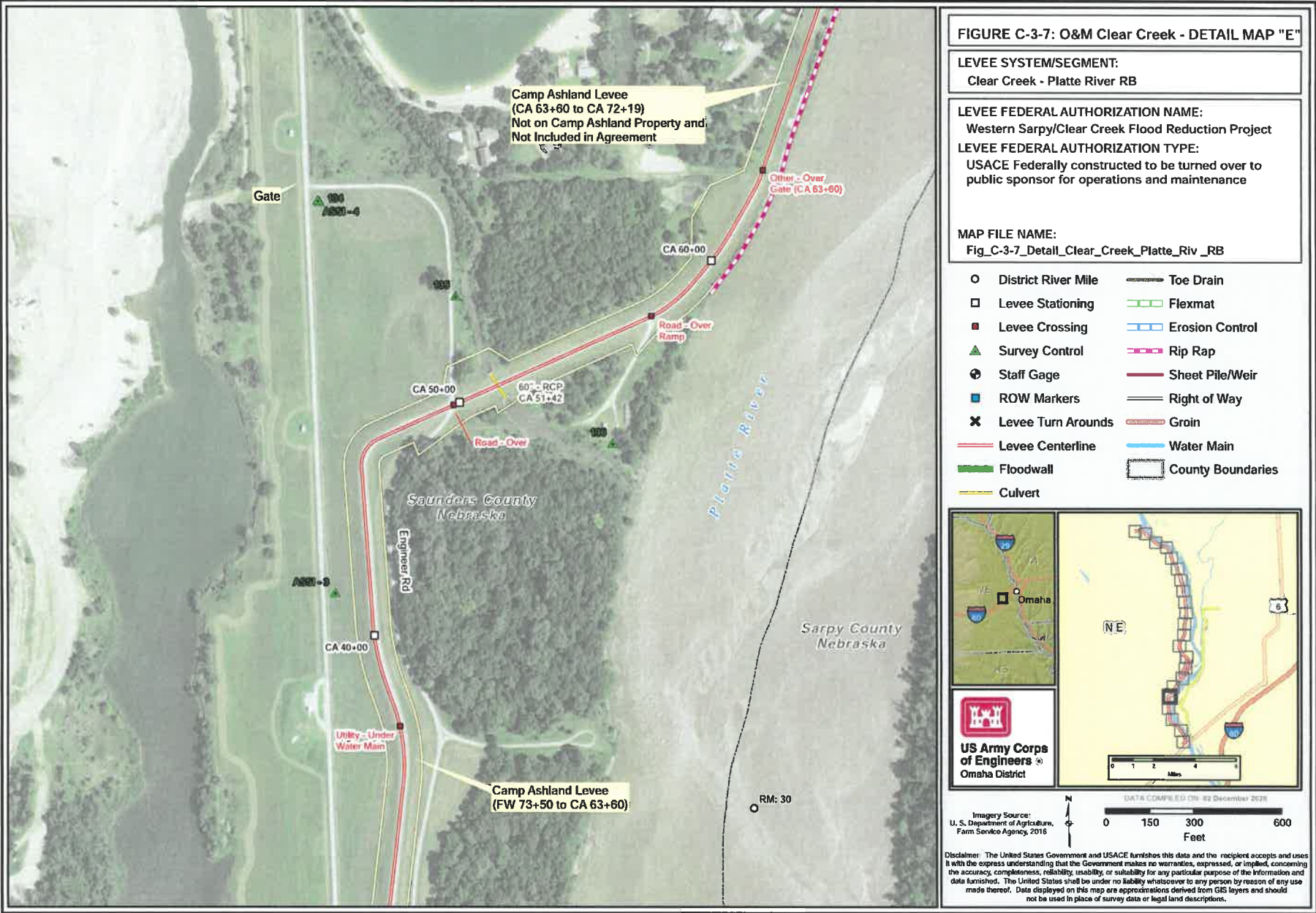
Imagery Source:
U. S. Department of Agriculture
Farm Service Agency, 2016

DATA COMPILATION: 01 December 2022

0 150 300 600
Feet

0 1 2 3 4 5
Miles

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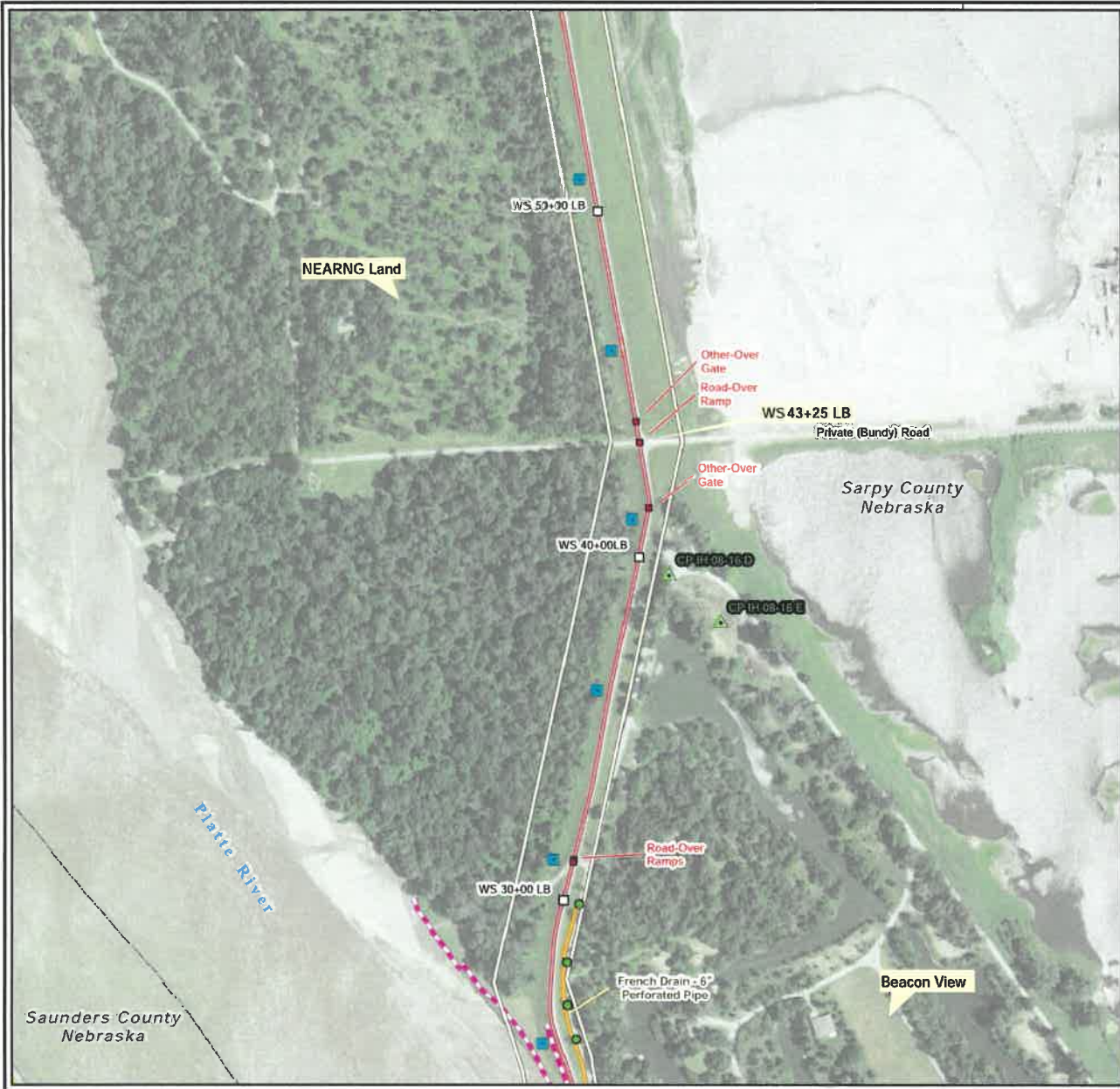


FIGURE C-3-4: O&M Western Sarpy - DETAIL MAP "B"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-4_Detail_Western_Sarpy_Platte_Riv LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- ▲ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culvert
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries



Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2018

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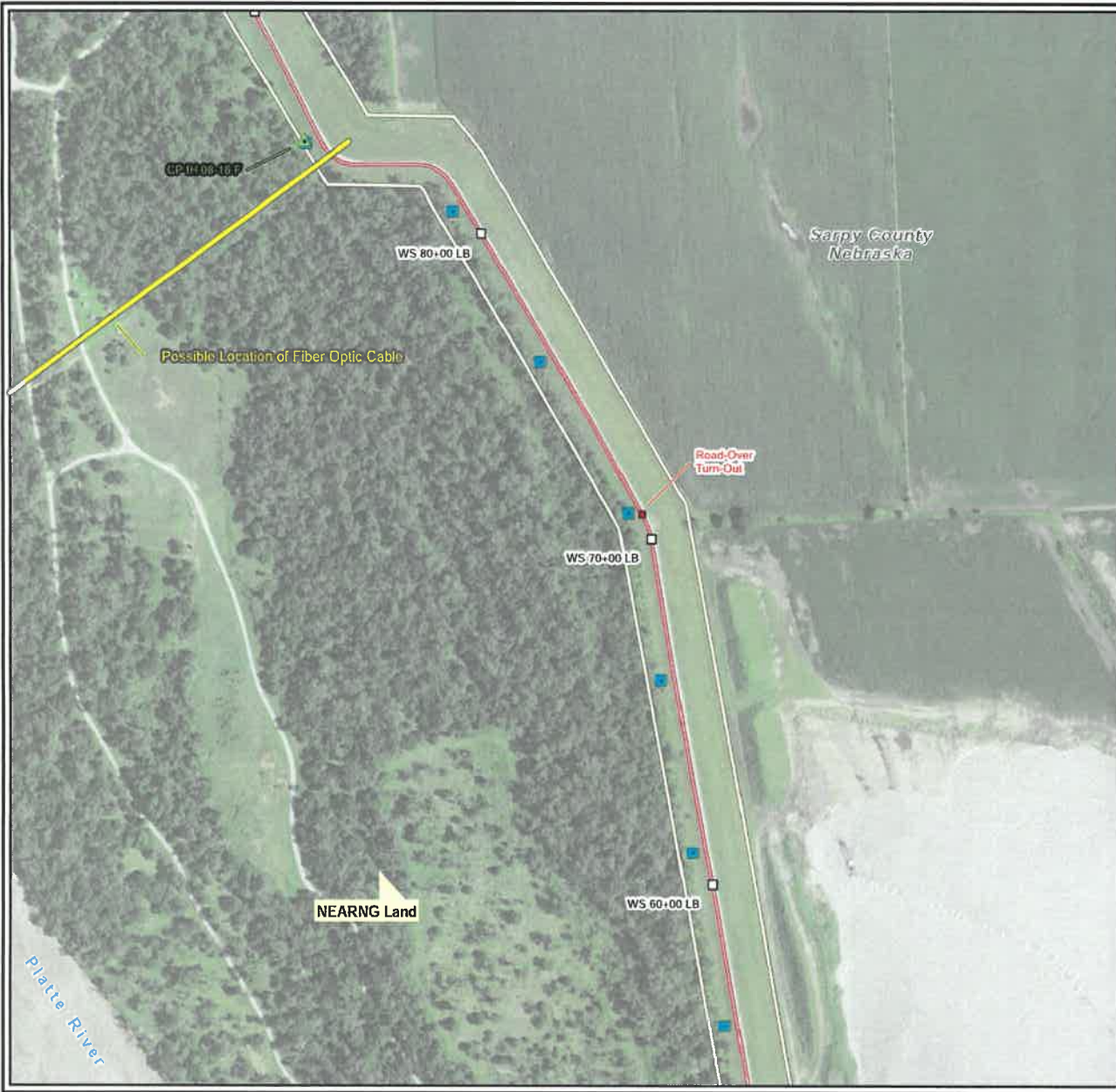


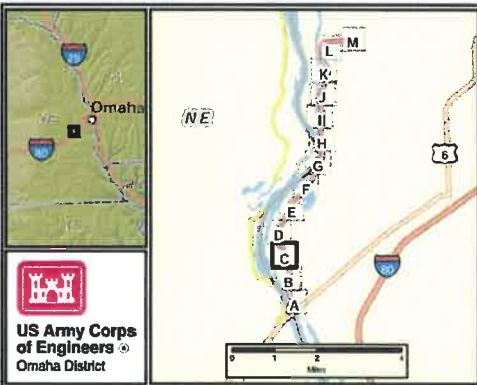
FIGURE C-3-5: O&M Western Sarpy - DETAIL MAP "C"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-5_Detail_Western_Sarpy_Platte_Riv LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- ▲ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culverts
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries



Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2016

DATA COMPILED ON 26 September 2011

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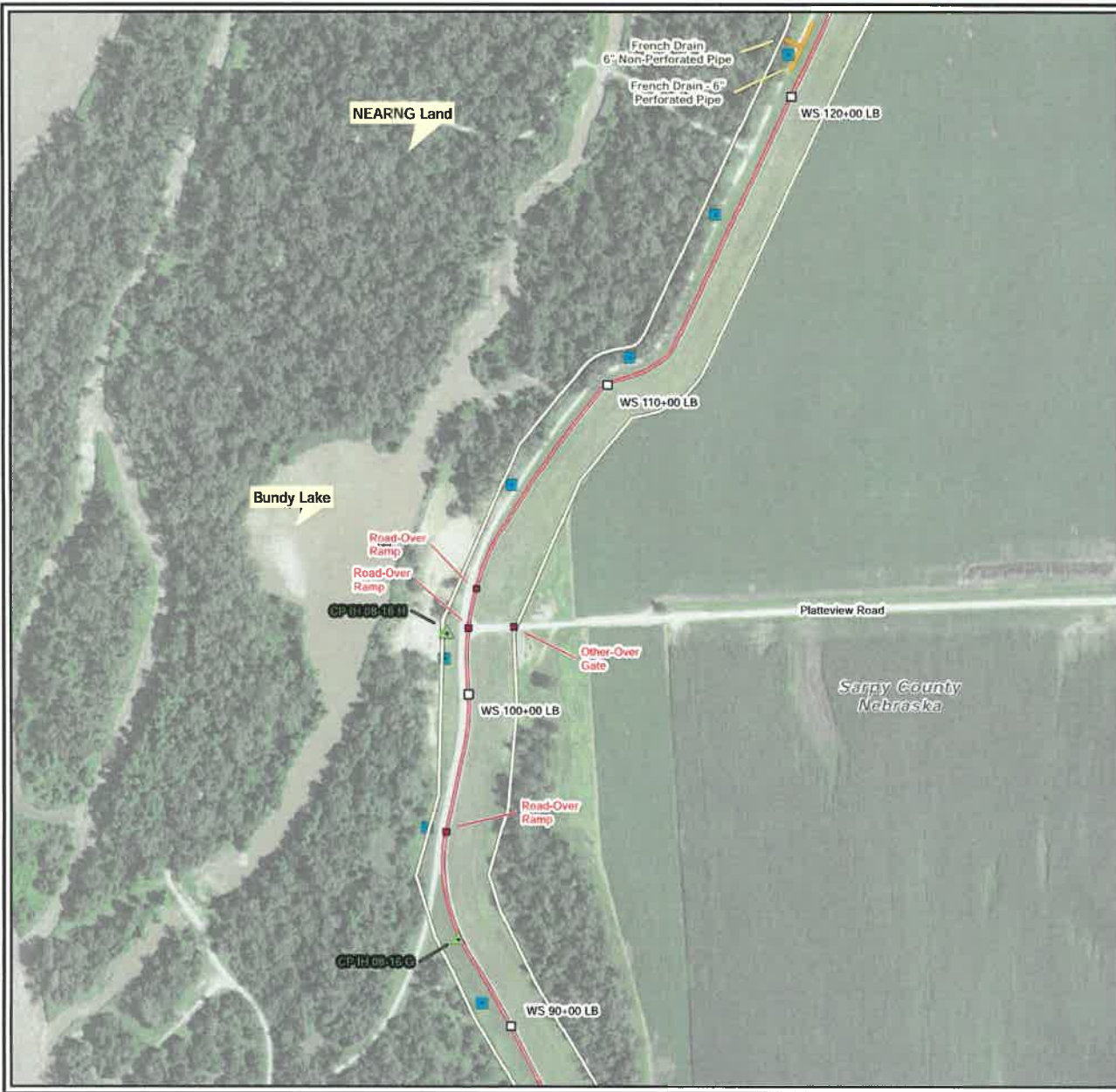


FIGURE C-3-6: O&M Western Sarpy - DETAIL MAP "D"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-6_Detail_Western_Sarpy_Platte_Riv LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- ▲ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culvert
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries



Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2010

DATA COMPILED ON: 26 September 2018

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FIGURE C-3-7: O&M Western Sarpy - DETAIL MAP "E"

LEVEE SYSTEM/SEGMENT:
Western Sarpy - Platte River LB

LEVEE FEDERAL AUTHORIZATION NAME:
Platte River Levee Unit Western Sarpy LB
LEVEE FEDERAL AUTHORIZATION TYPE:
USACE Federally constructed to be turned over to public sponsor for operations and maintenance

MAP FILE NAME:
Fig_C-3-7_Detail_Western_Sarpy_Platte_Riv LB

- District River Mile
- Protective Bollard
- NRD Monument
- ROW Monument
- ▲ Survey Control Points
- Levee Stationing
- Levee Crossings
- Levee Centerline
- Adjacent Levee
- Right-of-Way
- Culvert
- French Drain
- Floodwall
- Rip Rap
- Sheet Pile
- Geomembrane
- Turf Reinforcement
- County Boundaries



Imagery Source:
U. S. Department of Agriculture,
Farm Service Agency, 2016

DATA COMPILED ON: 26 September 2016

0 150 300 600
Feet

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