




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: October 16, 2018
To: Board of Directors
From: David Potter, Assistant General Manager 
RE: Land Resources Subcommittee Meeting Minutes

The Land Resources Subcommittee met at 5:30 pm on Monday, October 15, 2018 in the LPSNRD large conference room to discuss and take action on six agenda items. Subcommittee members present included Vern Barrett, Dick Bolte, Mike DeKalb, Gary Hellerich, Dave Landis, Larry Ruth and Gary Aldridge. Members absent included Mark Spangler. Others present included Ray Stevens, Ron Svoboda, David Potter, Donna Reid, Shaula Ross, and Cory Schmidt. Mike DeKalb called the meeting to order and reviewed the agenda.

a. Consideration of Surface Water Quality BMP Cost-Share Applications.

Reid informed the subcommittee that the District has received one additional cost-share application for Fall work. The application is for conservation work (terraces) located in the Western portion of District. Potter explained that according to the July 1, 2018 Surface Water Quality BMP Cost-Share Program budget (which consists of FY'19 budgeted amounts, the allocated funds, obligated dollars, and available funds), the western portion is not over obligated and there is still available funds for conservation work. A map of the location was provided. The application is for Arvid T. Bejvancesky, NE ¼ 11-13-4 Butler Co., for terraces in the amount of \$8,991.02.

It was moved by Landis, seconded by Hellerich, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the cost-share application for Arvid T. Bejvancesky in the amount \$8,991.02.

b. Digital Map Products Agreement with Pictometry International Corp for the LPSNRD portions of Butler, Otoe, and Seward Counties.

Potter and Ross explained that this item is one of four that that was identified in LRIP and the budget under Land Resources – GIS Aerial Imagery Updates (budget item 419304). Background information on all four proposed agreements was given. The agreement with Pictometry is new, since we've not had an agreement with them directly. The agreement will provide the District with aerial imagery for those portions of Butler, Otoe, and Seward Counties that are within Lower Platte South NRD. Agreements with the City of Lincoln (for Lancaster County), Saunders County, and Cass County will complete the aerial imagery for the entire District.

The total cost of the project for those portions of Butler, Otoe and Seward counties is \$41,358 for two flights, payable in equal installments of \$6,893 per year for six years with a provision to “opt-out” of the second (2022) flight. The item was discussed further with the subcommittee and Ross provided examples of the aerial imagery. Additional information and the agreement were provided.

It was moved by Landis, seconded by Hellerich, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Digital Map Products Agreement with Pictometry International Corp for the LPSNRD portions of Butler, Otoe and Seward Counties, subject to legal counsel review.

c. Digital Map Products Agreement with the City of Lincoln for Lancaster County.

Ross informed the subcommittee that in the past the District had entered into an agreement with the City of Lincoln that provides the District’s the right to use the Digital Aerial Mapping of Lancaster County for District purposes. The last agreement was approved in 2016 and was occurring every three years. There has been a slight change and imagery is being acquired more frequently (every two years). This agreement provides for joint use of the digital orthophotos (imagery) and other information or data rather than having them done separately for an additional cost. The proposed agreement would extend through 2023. The total cost of the project to the District is \$30,000 for three flights, payable in equal installments of \$5,000 per year for six years. Additional information and the agreement were provided.

It was moved by Bolte, seconded by Barrett, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Agreement with the City of Lincoln for Lancaster County Digital Mapping, subject to legal counsel review.

d. Digital Map Products Agreement with Cass County.

Ross informed the subcommittee members that the District has also been entering into an agreement with Cass County every three years that provides the District the right to use the Digital Aerial Mapping of the County for District purposes. This proposed agreement extends until June 30, 2021 and provides for joint use of the digital orthophotos (imagery) and other information or data rather than having them done twice for an additional cost. The total cost to the District for the project is \$12,000 for one flight, payable in equal installments of \$4,000 per year for three years. Additional information and the agreement were provided.

It was moved by Barrett, seconded by Bolte, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Digital Map Products Agreement with Cass County, subject to legal counsel review.

e. Digital Map Products Agreement with Saunders County.

Just as with Cass County, the District has been entering into an agreement with Saunders County for several years that provides the District’s right to use the Digital Aerial Mapping of the County for District purposes. This agreement extends until 2024 and provides for joint use of the digital orthophotos (imagery) and other information or data rather than having them done separately for an additional cost. Ross and Potter explained

that the total cost to the District for the project is \$7,200 for two flights, payable in in equal installments of \$1,200 per year for six years. Additional information and the agreement were provided.

It was moved by Landis, seconded by DeKalb, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Digital Map Products Agreement with Saunders County, subject to legal counsel review.

f. Conservation Easement for agricultural land protection from the Minerva D. Anson Estate near Manley, NE.

Ron Svoboda explained that in the Last Will and Testament of the Minerva D. Anson it provided for her representatives to enter into an agricultural easement (conservation easement) for the purposes of maintaining her farm in production agriculture and prohibit development on the land. As the Estate's representative, Svoboda approached the Lower Platte South NRD and discussed with the General Manager whether the District might be willing to accept a Conservation Easement over this property. The Proposed Anson Estate Conservation Easement for 31.7 acres is located in the NW ¼ of the NW ¼, Except highway ROW and Except homestead, Section 15, Township 11 North, Range 11 East of the 6th P.M., Cass County, Nebraska, just northwest of Manley, NE. The purpose of this Conservation Easement is to enable the property to remain in productive agriculture uses by preventing uses of the property that will impair or interfere with the Property's agricultural productive capacity, its soils and its agricultural character, values ad utility. Furthermore, to the extent that the preservation of this open space character and [scenic, habitat, natural or historic, etc.] values of this Property are consistent with such use, it is within the Purpose of this Easement to protect those values. In short, the conservation easement would preserve the area for cropland/pasture/horticulture uses and prohibit development for commercial or residential purposes. The cost to the District for the easement is \$10. The property is located within the zoning jurisdiction of the Village of Manley and required village board approval. The Manley planning commission recommended approval and the village board approved the conservation easement in September. The subcommittee discussed the purpose and benefit of the easement to the District and the community. The proposed conservation easement agreement was provided.

It was moved by Barrett, seconded by Landis, and approved by a vote of 5-2 by the Subcommittee (with Aldridge and Hellerich voting no) to recommend the Board of Directors approve the conservation easement for agricultural land protection from Minerva D. Anson Estate near Manley, NE, subject to legal counsel review.

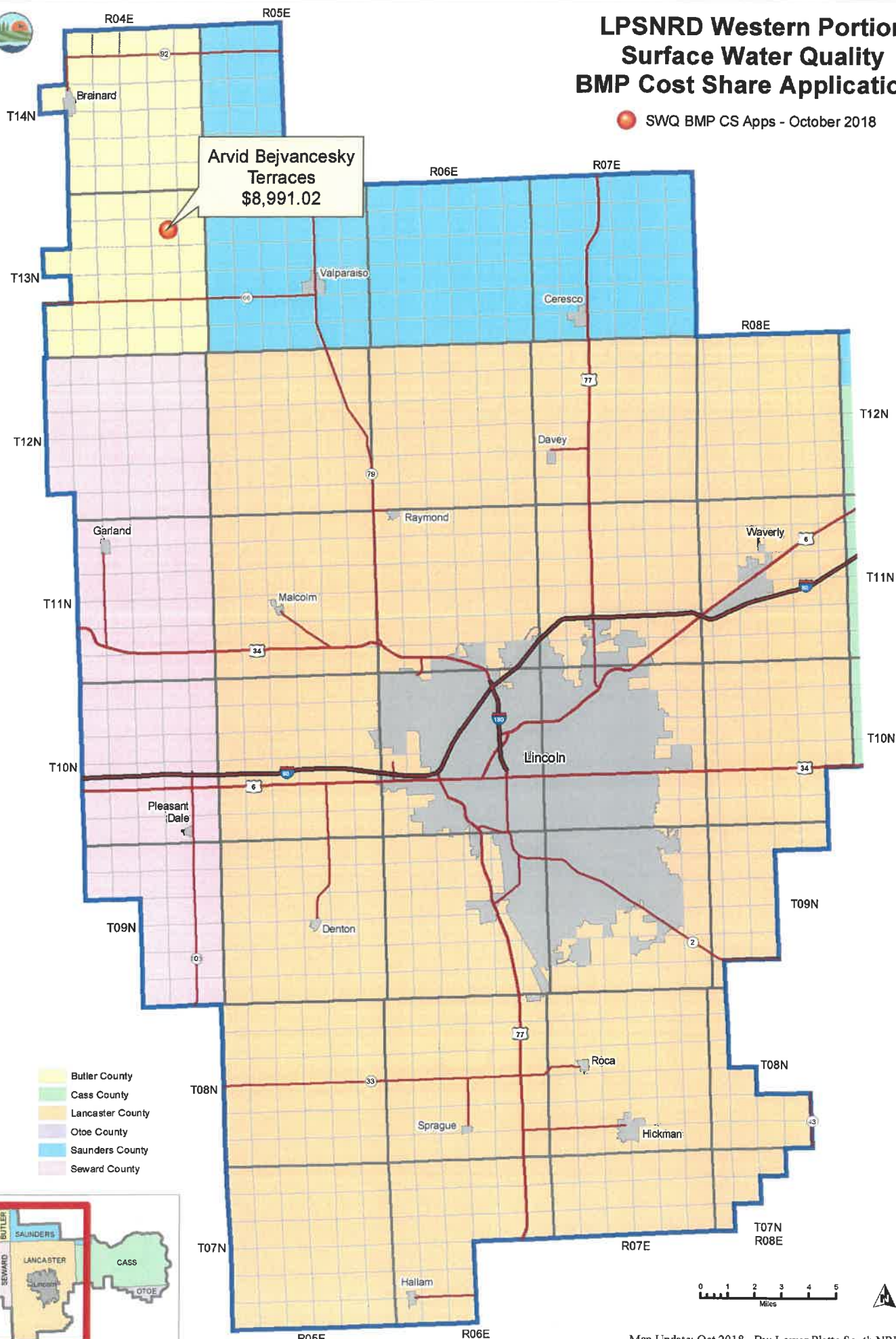
Prior to adjournment, there was some discussion on the District's new Cover Crop Program. Schmidt, Potter and Reid informed the subcommittee that the District received three new cover crop cost-share applications and all three were approved. Schmidt and Potter stated that the program was advertised in newspaper articles, on the District website, and letters were mailed out directly to landowners in the Phase II and III areas. There were a lot of interest but land was found to be located outside the designated areas in most cases. Schmidt and Potter also discussed some questions raised by property owners and tenants, and that the two-week window of getting the word out was too short. The subcommittee discussed the need for more program awareness, opening it up district-wide, seed variety, and the application timeframe. Staff will review some alternatives and the subcommittee will re-visit it in the future.

There being no further business the meeting adjourned at 6:37 pm.



LPSNRD Western Portion Surface Water Quality BMP Cost Share Applications

 SWQ BMP CS Apps - October 2018



**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 LOWER PLATTE SOUTH NATURAL RESOURCE DISTRICT (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

- Section A: Product Descriptions, Prices and Payment Terms
- Section B: License Terms:
 - Delivered Content Terms and Conditions of Use
- Section C: Non-Standard Terms and Conditions
- Maps

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
3125 Portia St	25 Methodist Hill Drive
Lincoln, NE 68521	Rochester, NY 14623
Attn: Shaula Ross, GIS Specialist	Attn: General Counsel
Phone: (402) 476-2729	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
LOWER PLATTE SOUTH NATURAL RESOURCE DISTRICT	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C6483752

BILL TO
Lower Platte South NRD
Shaula Ross, GIS Specialist
3125 Portia St
Lincoln, NE 68521
(402) 476-2729
ssross@lpsnrd.org

SHIP TO
Lower Platte South NRD
Shaula Ross, GIS Specialist
3125 Portia St
Lincoln, NE 68521
(402) 476-2729
ssross@lpsnrd.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A413080	rpoos	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
256	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$80.00		\$20,480.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
184	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
184	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
184	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
SUBTOTAL – FIRST PROJECT					\$20,679.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
256	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$80.00		\$20,480.00

1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
184	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
184	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
184	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$20,679.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$41,358.00
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¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$1,723.25
Due at Initial Shipment of Imagery	\$5,169.75
Due at First Anniversary of Shipment of Imagery	\$6,893.00
Due at Second Anniversary of Shipment of Imagery	\$6,893.00
Total Payments	\$20,679.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$6,893.00
Due at First Anniversary of Shipment of Imagery	\$6,893.00
Due at Second Anniversary of Shipment of Imagery	\$6,893.00
Total Payments	\$20,679.00

PRODUCT PARAMETERS

FIRST PROJECT

ACCUPLUS IMAGERY

Product:	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi
<i>Coverage Area Format:</i>	Shapefile
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

IMAGERY

Product:	Existing Imagery
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

SECOND PROJECT

ACCUPLUS IMAGERY

Product:

IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi

Coverage Area Format:

Shapefile

Leaf:

Leaf Off: Less than 30% leaf cover

IMAGERY

Product:

Existing Imagery

Leaf:

Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Nebraska, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Nebraska in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

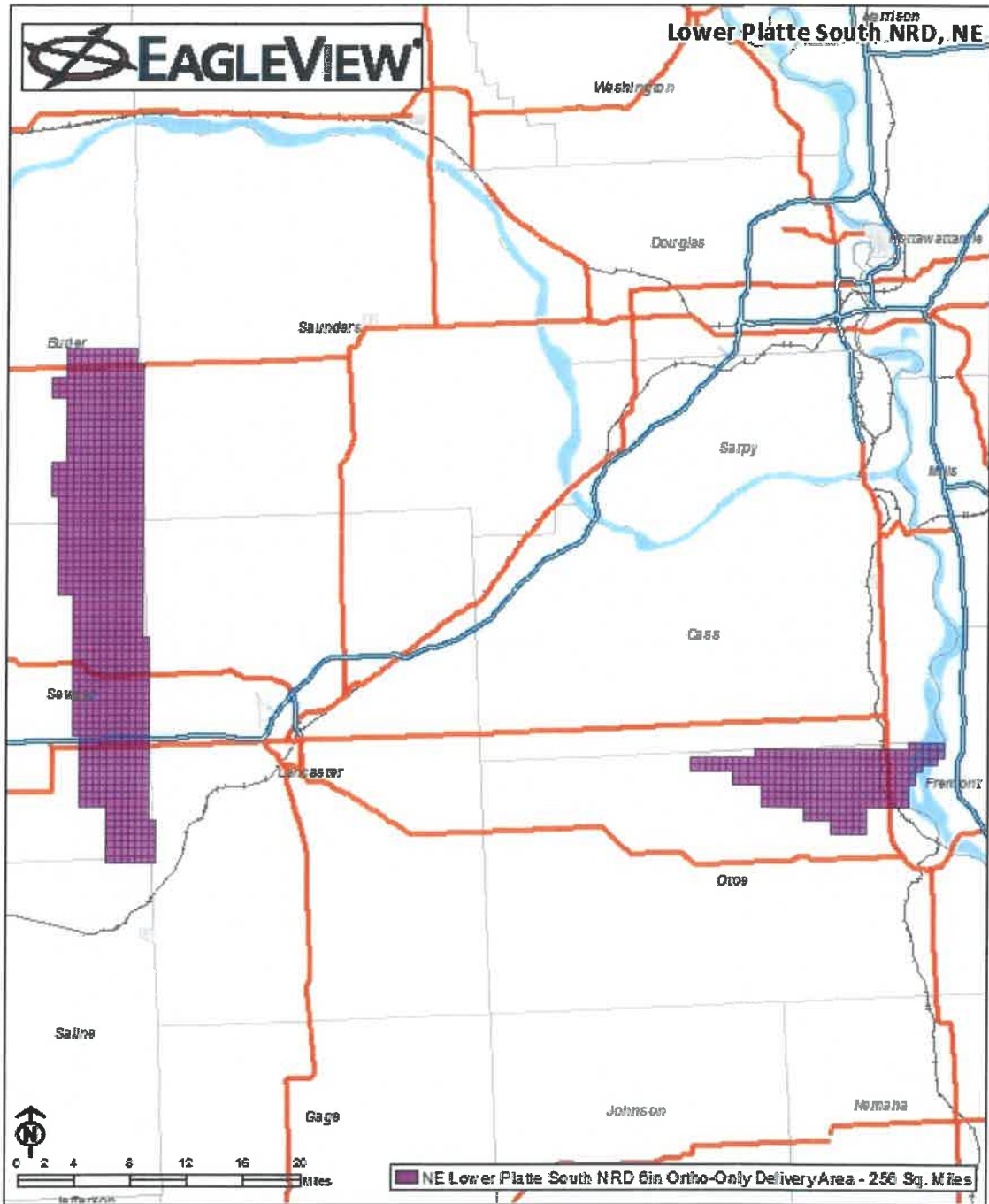
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAPS





**AGREEMENT
FOR DIGITAL MAP PRODUCTS FOR LANCASTER COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into effective as of October 17, 2018, by and between the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (hereinafter referred to as the "District") and the **City of Lincoln**, Nebraska, a municipal corporation of the State of Nebraska, located at 555 So 10th St., Lincoln, NE 68508 (hereinafter referred to as the "City") and individually referred to sometimes as the "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

A. In the spring of 2018, the City entered into an agreement with the Omaha-Council Bluffs Metropolitan Area Planning Agency ("MAPA"), the purpose of which is to:

(1) obtain digital aerial mapping of the entire area of Lancaster County, Nebraska ("Digital Mapping") which includes digital orthophotos (imagery) and other information or data such as existing building footprints as may be requested by the City; and

(2) The Agreement also calls for updates of the Digital Mapping in the years 2020 and 2022.

B. The District desires to obtain the right to use the Digital Mapping from the City for District purposes and to pay the City for such use the total amount of \$30,000.00, payable in equal installments of \$5,000.00 per year as provided in Section II below.

NOW, THEREFORE, in consideration of the above Recitals and covenants and promises contained below, the Parties agree as follows:

**I.
ADMINISTRATION OF THE
AGREEMENT**

The City's GIS Program Manager will act as the administrator of this Agreement between the City and the District (the "Administrator"). The Administrator will be responsible for delivery of the Digital Mapping to the District, once the City has obtained possession of the Digital Mapping. The Administrator will also make available, to the District, City staff necessary for the District to review the Digital Mapping and to deliver and install the Digital Mapping at the District's facilities. The Digital Mapping will be delivered to the District no later than October 31, 2018 and the updates no later than October 31, 2020 and October 31, 2022, unless the District consents to a later date in writing, and such consent will not be unreasonably withheld.

**II.
FEES, RECORDS, PAYMENT**

The City shall submit a bill to the District in the amount of \$5,000.00 beginning on December 1, 2018 and on December 1 of each following year, ending on December 1, 2023 for a total amount of \$30,000.00. The District shall pay each bill within 30 days of receipt.

**III.
TERMINATION**

Either Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party at the address stated above. If terminated by the District before December 1, 2023, the District shall only be required to pay for its use on a prorate basis computed from December 1, 2018 to the date of termination. With 30 days after termination by the District, the District shall delete the Digital Mapping from its GIS system and return any hard copy of the Digital Mapping to the City. Within 30 days after the return of the Digital Mapping to the City, the City shall provide the District with an accounting of payments and any refunds. If the Agreement is terminated by the City, except for termination due to the District's failure to make a required payment, the District shall receive a full refund for any payment made prior to the City's termination, or in lieu thereof, the District may elect to retain the Digital Mapping in its possession.

**IV.
WARRANTY**

The City represents and warrants that it has the right to grant the District the use of the Digital Mapping as provided for under this Agreement and will defend the District if there is any claim that the City does not have the right to grant the District such use.

**V.
TERM**

This Agreement shall remain in full force and effective from October 17, 2018 through December 31, 2023, unless terminated earlier by either Party as provided in Section III above. This Agreement may be extended past December 31, 2023, upon the mutual agreement of the Parties.

**VI.
NON-DISCRIMINATION**

The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**VII.
APPLICABLE LAW**

The Parties shall comply with all existing local, state and federal laws applicable to the transaction set forth in the Agreement. Nebraska law will govern the terms and the performance under this Agreement.

**VIII.
MODIFICATION**

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or representative of the Parties.

**IX.
INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, agents and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or agents.

**X.
INDEPENDENT CONTRACTOR**

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees for all salary and benefits. A Party's employees shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

Executed by the District this _____ day of _____, 2018.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT,

By. _____
Paul Zillig, General Manager

Executed by the City this _____ day of _____, 2018.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

By. _____
Chris Beutler, Mayor

CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT is made by Larry R. Trussel, Personal representative of the Minerva D. Anson Estate, PR18-34, County Court of Cass County, Nebraska, referred to as “Anson Estate” c/o Ronald D. Svoboda, attorney, 202 West Eldora Avenue, Post Office Box 207, Weeping Water, Nebraska 68463, to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia Street, Post Office Box 83581, Lincoln, Nebraska 68501, hereinafter referred to as the “District”

1. Introductory Statement. This easement is given pursuant to and in accordance with Neb. Rev. Stat. §§79-2, 111 to 76-2, 118, the “Conservation and Preservation Easements Act”. The District is a natural resources district of the State of Nebraska organized and existing by virtue of Neb, Rev. Stat. §§2-3201 et seq., and as such is qualified and has the authority to hold a Conservation Easement pursuant to the Conservation and Preservation Easements Act.

2. Easement Area Description. Anson Estate is the owner in fee simple of certain real property, hereinafter referred to as the “Protected Property” which is in production agriculture and has not been subject to development. The Protected Property is subject to the Easement hereby granted and is describes as follows:

The NW ¼ of the NW ¼, Except highway ROW and Except homestead (as shown on Exhibit “A”), Section 15, Township 11 North, Range 11 East of the 6th P.M., Cass County, Nebraska, containing 31.7 acres more or less.

3. Purchase Price. District agrees to pay to Anson Estate for the Conservation Easement herein described the sum of \$10.00

4. Granting Clause. Anson Estate hereby gives, grants, bargains, sells, and conveys unto District forever, a Conservation Easement, and to the Districts successors and assigns, provided that this Conservation Easement may be assigned or transferred by District to any governmental body or charitable corporation or trust authorized to hold such easement pursuant to the Conservation and Preservation Easements Act and which is capable of carrying out the specific purpose for which the easement is granted after obtaining the written consent of Anson Estate, which will not be unreasonably withheld. Anson Estate, for itself, heirs, personal representative, successors and assigns hereby grant to District a Conservation Easement in the Protected Property of the nature and extent hereinafter described and covenants on behalf of itself, its heirs, personal representative, successors and assigns (said covenants, estates and interest to run with the land) with District and its successors and assigns, to do and refrain from doing, severally and collectively upon the Protected Property, the various acts hereinafter specified; it being agreed that such covenants and interest are and will be for the benefit of District and its successors and assigns, to preserve the land in production agriculture or otherwise conserve for the benefit of the open space of Protected Property.

5. District Acceptance. District, signifies by the execution hereof, the acceptance of the Conservation Easement in the Protected Property, as provided for in the Conservation and Preservation Easements Act. The acceptance by District is conditioned upon the approval of the Conservation Easement by the Village of Manley Board/Manley Planning Commission, which is the appropriate governing body with jurisdiction over the Protected Property as provided for in the Conservation and Preservation Easements Act. A copy of such approval will be attached hereto and incorporated herein by this reference, when it is received.

6. Justification for Conservation Easement. Anson Estate and District recognize the intent of the parties hereto to restrict development by preserving and protecting the land for production agriculture.

7. Condition of the Protected Property at Time of Grant. The property to be protected at the time of this grant is in production agriculture and acknowledged as such by District.

8. Protection and Maintenance of Protected Property.

a. Anson Estate, its heirs, personal representative, successors and assigns agree to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Protected Property, including but not limited to any tax or assessment affecting the Easement granted herein. Anson Estate, for it, its heirs, personal representative, successors, or assigns, further agree to obtain, pay for, and continuously maintain liability insurance covering the use and interest in the Protected Property for itself, its heirs, personal representative, successors, and assigns.

b. Anson Estate covenants that it is the owner of marketable title to all of the Protected Property and that such property is free and clear of all liens except easements of record, and the Anson Estate, its heirs, personal representative, successors and assigns, warrants that they will defend such Protected Property against the lawful claim of all persons whatsoever. Anson Estate, its heirs, personal representative, successors and assigns agree to take no action at any time which might restrict, jeopardize, or impair the value of the easement rights granted herein.

c. Anson Estate, its heirs, personal representative, successors, and assigns, agree that the terms, conditions, restrictions and purpose of this grant will be inserted by them in all subsequent deeds, or other legal instrument, by which they divest themselves of either the fee simple title to or any possessory interest in the Protected Property.

d. The parties hereto may mutually agree to modify or terminate this Conservation Easement to the extent that modification and termination is consistent with the provision of the Conservation and Preservation Easements Act or any provision of law in effect at the time that such modification or termination is sought. Anson Estate and District or their respective

heirs, personal representatives, successors, and assigns, may petition the District Court of Cass County where the property is located, in accordance with the Conservation and Preservation Easements Act, to modify or terminate this Conservation Easement if the petitioning party establishes that it is no longer in the public interest to hold the easement or that the easement no longer achieves the conservation preservation purpose for which it was created.

e. Each party agrees to indemnify and hold the other party harmless and agree to indemnify the other party, and their respective agents, employees, heirs, personal representatives, successors, and assigns against and all liabilities, claims, or causes of action, including reasonable attorney's fees arising, either directly or indirectly, as a result of the negligent acts or omissions of each party and their respective agents, employees, heirs, personal representatives, successors and assigns.

9. Inspections, Educational Use and Access by District.

a. District is hereby given the right to enter the Protected Property at all reasonable times without consent, after notice to Anson Estate, its heirs, personal representative, successors, and assigns, as the case may be, for the purpose of inspecting the Protected Property to determine if Anson Estate, its heirs, personal representative, successors, and assigns, are complying with the covenants and purposes of the grant. Notice in this paragraph shall mean either written notice to Anson Estate, its heirs, personal representative, successors, or assigns, at the address stated herein or any other address subsequently given to District, or oral notice to Anson Estate or anyone holding fee title to said premises, their heirs, personal representatives, successors, and assigns.

b. District including its directors, officers, agents, and employees; and, students, consultants, and other interested person(s) granted permission in writing by District and present under their authority shall have the right to enter the Protected Property in groups of no more than three unless larger groups are mutually agreed to, at all reasonable times upon notification to Anson Estate, its heirs, personal representative, successors, and assigns, as the case may be, for the purpose of observing and studying nature and for the purpose of making scientific and educational observations and studies.

10. Use Restrictions. This Conservation Easement shall specifically prohibit the following uses and practices, although it is acknowledged that this is not an exhaustive recital of the inconsistent uses and practices, are inconsistent with the purpose of this Conservation easement:

a. Construction or placing buildings, camping accommodations or mobile homes, signs, billboards or other advertising material, or any other structure except as specified in number eleven below;

b. Filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals, or other materials, or the building of roads or change in the topography of the land in any manner except in the maintenance of current conservation practices or any future field crossing and approved conservation practices.

c. Dumping of ashes, trash, garbage, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substances or materials such as land fill or dredging spoils;

d. Commercial development of any nature;

e. Any other act, which, in the reasonable opinion of District would be detrimental to production agriculture on the Protected Property.

f. Operation of motorized vehicles that are not used for maintenance, repair, management, care of livestock and production agriculture and care of the Protected Property;

g. The holding or feeding of livestock, i.e., feed lots will not be allowed on the Protected Property;

h. Trees, shrubs and other woody plants and non-native invasive plant species not associated with grasslands or production agriculture will not be allowed to invade the Protected Property beyond the banks of drainages and must be controlled with prescribed fire or spot herbicide application or spot mechanical practice by the Anson Estate, its heirs, personal representative, successors, and assigns.

11. Uses and Practices Allowed. This Conservation Easement shall confine the use of the Protected Property to activities that are consistent with the purposes for which the Easement was granted. The following uses and practices, although not an exhaustive

recital of consistent uses and practices, are consistent with this Conservation Easement and these practices may not be precluded, prevented or limited except by mutual consent of the parties.

a. Anson Estate, its heirs, personal representative, successors, and assigns are allowed to:

(i) Production Agriculture on a rotational plan to be developed by Anson Estate, its heirs, personal representative, successors, and assigns, with the approval of the District, approval shall not be unreasonably withheld.

(ii) Plant, cultivate, harvest of row crops, forages and horticultural crops over the entire Protected Property.

(iii) Graze the Protected Property with a stocking rate and duration consistent with university research guidelines based on the range condition of the Protected Property at the time it is grazed, to ensure the protected property is not over grazed,

(iv) Graze the Protected property to control invasive species such as downy brome during the time the forage plant species are dormant.

(v) Construct, maintain, replace and repair fences for the management of the grazing livestock on the Protected Property.

(vi) The “permitted” use of chemicals for use in production agriculture and for control of noxious weeds as provided for by state law will be permitted;

(vii) The cultivation, planting, or drilling of row crops, small grains, cover crops and forages, trees, shrubs, vegetables, fruits, flowers, or any other horticulture or agricultural crops will be allowed on the Protected Property;

(viii) The right to install, operate and maintain one field crossing within the Conservation Easement.

12. Release of Easement. This Conservation Easement may be released by District if the easement no longer substantially achieves the conservation or preservation purpose for which it was created, in accordance with the Conservation and Preservation

Easements Act, or as authorized by any other provision of the law in effect at the time such release is sought.

13. Enforcement. Anson Estate, on behalf of itself, its heirs, personal representative, successors and assigns, agree that

a. District may enforce the provisions of this easement by any proceedings at law or in equity, including but not limited to, the right to require restoration of the Protected Property to the condition at the time of this grant except as provided for herein;

b. District may seek an injunction restraining any person from violating the terms of this Conservation Easement without the posting of any bond whatsoever;

c. District does not waive or forfeit the right to take any action as it deems necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act; and,

d. Anson Estate, its heirs, personal representative, successors or assigns undertake any activity requiring the approval of District without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, that District shall have the right to enforce the restoration of that portion of the Protected Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of such restoration and District's cost of suit, including reasonable attorney's fees, shall be paid by the Anson Estate, its heirs, personal representative, successors or assigns against whom a judgment is entered, or, in the event that District secures redress without a completed judicial proceeding, by Anson Estate or those of its heirs, personal representative, successors or assigns who are otherwise determined to be responsible for the unauthorized activity. Nothing herein contained shall be construed to preclude Anson Estate, its heirs, personal representatives, successors or assigns from exhausting their legal remedies in determining whether the proposed activity to which District has objected, is inconsistent with this Conservation Easement.

14. Binding Effect. The covenants agreed to and the terms, conditions, restrictions proposed with this grant shall be binding upon Anson Estate or those of its heirs, personal

representative, successors or assigns and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Protected Property. The covenants shall also bind District and its successors and assigns.

15. Severability. If any provision of the Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the Conservation Easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

IN WITNESS WHEREOF, Anson Estate through its personal representative, has set its hand this ____ day of _____, 2018.

Estate of Minerva D. Anson

Larry R. Trussell, Personal Representative

STATE OF NABRASKA)
)SS:
COUNTY OF CASS)

On this ___ day of _____, 2018, before me a Notary Public in and for said county and state, personally came Larry R. Trussell, personal representative of the estate of Minerva D. Anson to me personally known to be the identical person whose name is affixed to the above Conservation Easement and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

ACCEPTANCE

The above Conservation Easement is hereby accepted by the Lower Platte South Natural Resources District, "District" herein, on the _____ day of _____, 2018.

Lower Platte South Natural
Resources District

BY: _____
Paul Zillig

STATE OF NEBRASKA)
)SS:
COUNTY OF LANCASTER)

On this ___ day of _____, 2018, before me a Notary Public in and for said county and state, personally came Paul Zillig, General Manager of the Lower Platte South Natural Resource District, a political division of the State of Nebraska, to me personally known to be the identical person whose name is affixed to the above Conservation Easement and acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

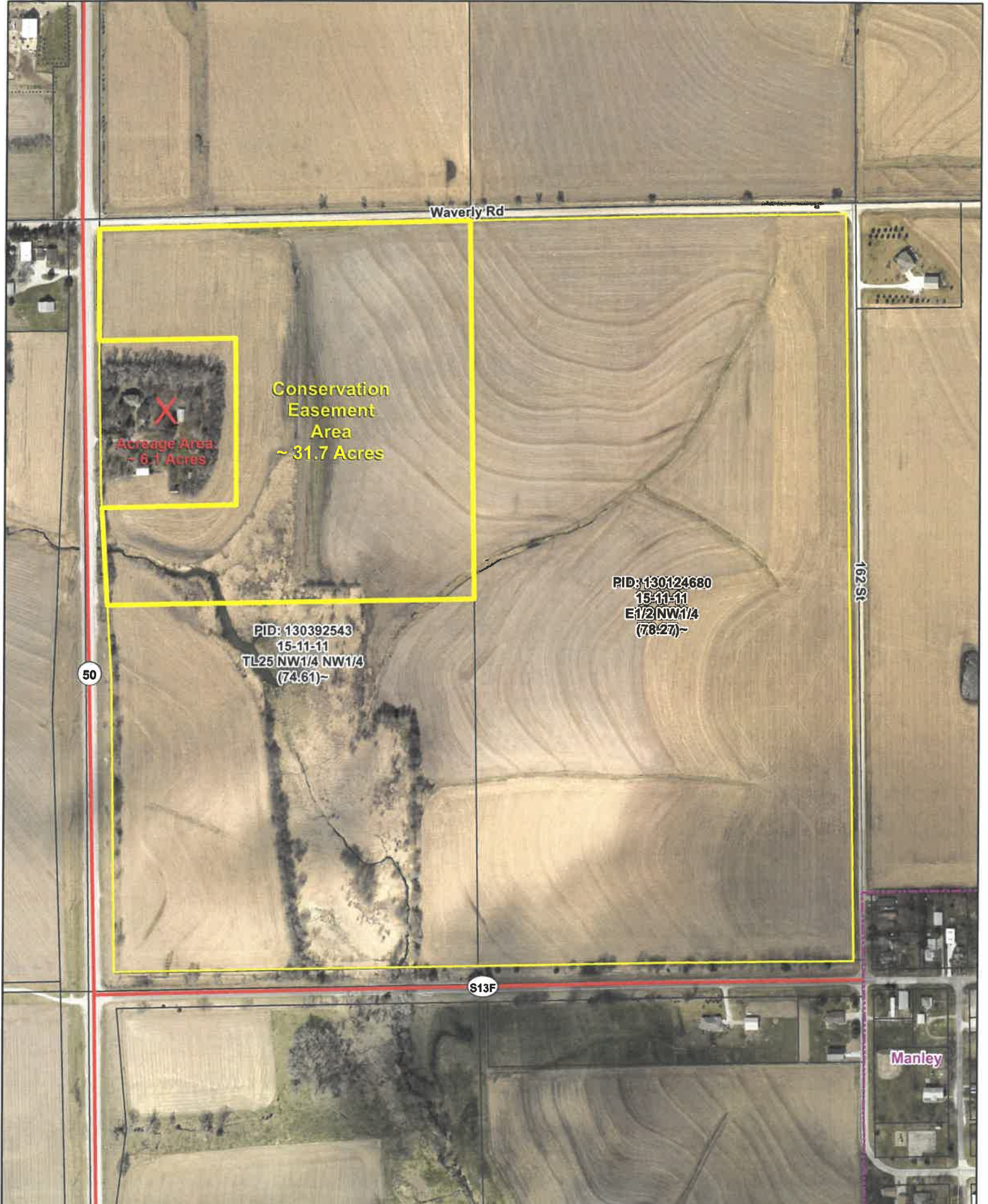
Notary Public

APPROVAL OF CONSERVATION EASEMENT

The Village Board of Manley, Cass County, Nebraska, which is the appropriate governing body with jurisdiction over the property referred to in the Conservation Easement to which this approval is attached, approves the Conservation Easement.

Dated: _____

Betty Meyer, Village Board Chairwomen



**AGREEMENT
FOR DIGITAL MAP PRODUCTS FOR CASS COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into effective October 17, 2018, by and between the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (hereinafter referred to as the "District") and the **County of Cass**, Nebraska, A Body Politic and Corporate, located at _____ (hereinafter referred to as the "County"), and individually referred to sometimes as the "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

A. The County has entered into an agreement with Pictometry/Eagle View to obtain digital aerial mapping products, including aerial photography, digital orthophotos and other digital mapping items ("Digital Mapping") to be flown (initial data acquired) in the spring of 2019 with final product to be delivered at the end of summer to fall of 2019. The Digital Mapping will include the entire area of the County which includes the portion of the County located within the boundary of the District.

B. The District desires to obtain the right to use the Digital Mapping from the County for District purposes and to pay the County for such use as specified in Section II below.

NOW, THEREFORE, in consideration of the above Recitals and covenants and promises contained below, the Parties agree as follows:

**I.
COUNTY ADMINISTRATOR**

The Cass County GIS Program Manager, Robert Van Dyne, will act as "Administrator" of this Agreement and will be responsible for delivery of the Digital Mapping to the District. The Administrator will provide staffing necessary to review the Digital Mapping. After the County has received delivery of the Digital Mapping, reviewed and accepted it, it shall delivery it to the District prior to October 31, 2019, unless flight delays cause a late delivery of the Digital Mapping to the County. The District may use the Digital Mapping in any manner that it chooses.

**II.
FEES, RECORDS, PAYMENT**

The District shall pay the County the sum of \$12,000 for the use of the Digital Mapping. The Administrator shall submit an invoice to the District in the sum of \$4,000 on or about March 31 of 2019, 2020 and 2021, until a total amount of \$12,000 is invoiced to the District for use of the Mapping Product, flown in the spring of 2019. Each \$4,000 invoice will be paid within thirty (30) days of receipt, unless otherwise agreed to in writing.

**III.
TERMINATION**

Either Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party at the address stated above. If the District terminates before June 30, 2021, then the District shall be responsible for a prorate payment of the total \$12,000. And the District shall remove the Digital Mapping not fully paid for from its mapping system and return its copy to the County within 30 days following early termination. An accounting of all invoices and payments will be made by the County to the District upon the District's request. If this Agreement is terminated by the County, except for termination due to the District's failure to make a required payment, the District shall receive a full refund for any payment made prior to the City's termination, and the District is entitled to retain the Digital Mapping in its possession.

**IV.
WARRANTY**

The County represents and warrants that it has the right to grant the District the use of the Digital Mapping as provided for under this Agreement and will defend the District if there is any claim that the County does not have the right to grant the District such use.

**V.
TERM**

This Agreement shall remain in full force and effective from October 17, 2018 through June 30, 2021, unless terminated earlier by either Party as provided in Section III above. This Agreement may be extended past June 30, 2021, upon the mutual agreement of Parties.

**VI.
NON-DISCRIMINATION**

The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**VII.
APPLICABLE LAW**

The Parties shall comply with all existing local, state and federal laws applicable to the transaction set forth in the Agreement. Nebraska law will govern the terms and the performance under this Agreement.

**VIII.
MODIFICATION**

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or respective of the Parties.

**IX.
INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, agents and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or agents.

**X.
INDEPENDENT CONTRACTOR**

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees for all salary and benefits. A Party's employees shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

Executed by the District this _____ day of _____, 2018.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT,
a political subdivision of the State of Nebraska,

By: _____
Paul Zillig, General Manager

Executed by County of Cass this _____ day of _____, 2018.

COUNTY OF CASS NEBRASKA,
A Body Politic and Corporate

By: Chairman: _____
Board of Commissioners of Cass County, Nebraska

ATTEST: Cass County Clerk _____

Approved as to form: _____
County Attorney

**AGREEMENT
FOR DIGITAL MAP PRODUCTS FOR SAUNDERS COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into effective October 17, 2018, by and between the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (hereinafter referred to as the "District") and **Saunders County**, Nebraska, a political subdivision of the State of Nebraska, located at _____, (hereinafter referred to as the "County"), and individually referred to sometimes as the "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

A. The County has entered into an agreement with Pictometry/Eagle View to obtain digital aerial mapping products, including aerial photography, digital orthophotos and other digital mapping items ("Digital Mapping") to be flown (initial data acquired) in the spring of 2019 and the spring of 2022, with final product to be delivered at the end of summer to fall of 2019 and 2022. The Digital Mapping will include the entire area of the County which includes the portion of the County located within the boundary of the District.

B. The District desires to obtain the right to use the Digital Mapping from the County for District purposes and to pay the County for such use as specified in Section II below.

NOW, THEREFORE, in consideration of the above Recitals and covenants and promises contained below, the Parties agree as follows:

**I.
DELIVERY OF DIGITAL MAPPING**

The County has requested that Pictometry International Corp ("Pictometry") deliver the final Mapping Product to the District.

**II.
FEES, RECORDS, PAYMENT**

The County shall submit an invoice to the District in the sum of \$1,200 on or about June 1 of 2019, 2020 and 2021, until a total amount of \$3,600 is invoiced to the District for use of the Mapping Product, flown 2019. In addition, the County shall invoice the District \$1,200 on or about June 1 of 2022, 2023 and 2024, until a total of \$3,600 is invoiced for use of the Mapping Product, flown 2022. Each \$1,200 invoice will be paid within thirty (30) days of receipt, unless otherwise agreed to in writing.

**III.
TERMINATION**

Either Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party at the address stated above. If the District terminates before June 30, 2021 (for the 2019 flight) or June 30, 2024 (for the 2022 flight), then the District shall remove the Digital Mapping not fully paid for from its mapping system and return its copy to the County within 30 days following early termination. An accounting of all invoices and payments will be made by the County to the District upon the District's request. If this Agreement is terminated by the County, except for termination due to the District's failure to make a required payment, the District shall receive a full refund for any payment made prior to the City's termination, or in lieu thereof, the District may elect to retain the Digital Mapping in its possession.

**IV.
WARRANTY**

The County represents and warrants that it has the right to grant the District the use of the Digital Mapping as provided for under this Agreement and will defend the District if there is any claim that the County does not have the right to grant the District such use.

**V.
TERM**

This Agreement shall remain in full force and effective from October 17, 2018 through June 30, 2024, unless terminated earlier by either Party as provided in Section III above. This Agreement may be extended past June 30, 2024, upon the mutual agreement of Parties.

**VI.
NON-DISCRIMINATION**

The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**VII.
APPLICABLE LAW**

The Parties shall comply with all existing local, state and federal laws applicable to the transaction set forth in the Agreement. Nebraska law will govern the terms and the performance under this Agreement.

VIII. MODIFICATION

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or respective of the Parties.

IX. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, agents and employees from and against all claims, damages, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom.

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or agents.

X. INDEPENDENT CONTRACTOR

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees for all salary and benefits. A Party's employees shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

Executed by the District this ____ day of _____, 2018.

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, a political subdivision of the State of Nebraska,

By: _____
Paul Zillig, General Manager

Executed by the County this ____ day of _____, 2018.

SAUNDERS COUNTY NEBRASKA, a political subdivision
of the State of Nebraska,

By: _____
Saunders County Board Chairperson

Preliminary Proposal for Participation in Updated High Resolution Imagery Acquisitions (2018-2022)

Previous High Resolution Imagery Review

The previous acquisitions (2010, 2013, 2016) were done as part of NIROC (Nebraska-Iowa Regional Orthophoto Consortium) on a 3 year cycle. The NRD had two contracts to pay for and acquire updated imagery – one with Lancaster County and the other with MAPA (Metropolitan Area Planning Agency – Omaha) for the remaining 5 counties in our district. The money that the NRD paid to MAPA went into a pool of money for the overall project in order to cover our portions of Butler, Seward and Otoe Counties (counties that did not acquire imagery), and a portion of the cost for our parts of Saunders and Cass Counties.

Example: Previous amounts paid for District-wide 2016 flights (\$18,000/year for 3 years)

- Lancaster - \$5000/year for 3 years (Total - \$15,000)
- MAPA (for other 5 counties) - \$13,000/year (Total - \$39,000)

Upcoming Proposed High Resolution Imagery Review

NIROC has disbanded, but many of the same counties/entities are contracting to acquire updated imagery. The more metropolitan/populated counties have decided that they would like to acquire imagery and other data more frequently (every 2 years). The other counties/entities are planning to stay with the 3 year cycle. So, we will need to change how/who we participate with to obtain future updated imagery for LPSNRD. We may now need to have 4 contract/agreements:

- Lancaster County – w/ City of Lincoln-Lancaster County
- Butler/Seward/Otoe Counties (NRD area only) – w/ Imagery Company
- Cass County – w/ Cass County
- Saunders County – w/ Saunders County

Proposed totals per year for Imagery collected multiple flights 2018-2022 (\$17,093/year for 6 years)

- Lancaster County (2018, 2020, 2022) – \$5,000/year for 6 years (3 flights)
- Butler/Seward/Otoe Counties (2019, 2022) – \$6,893/year for 6 years (2 flights)
- Cass County (2019, 2022) – \$4,000/year for 6 years (2 flights)
- Saunders County (2019, 2022) – \$1,200/year for 6 years (2 flights)

**** more info about proposed flights and payments on next page**

Lancaster County

- Plans to change to a 2-year cycle (flights 2018, 2020, 2022) – 3-inch resolution
- NRD Area ~780 flight sectors
- City of Lincoln - Lancaster County would be willing to do a new contract with NRD staying at \$5000/year (over 6 years – for 3 flights 2018/2020/2022)
 - FY19 - \$5000; FY20 - \$5000; FY21 - \$5000; FY22 - \$5000; FY23 - \$5000; FY24 - \$5000

Butler/Seward/Otoe Counties

- These three counties do not participate in the aerial imagery acquisitions
- NRD part of counties keep on 3-year cycle (flights 2019, 2022) – 6-inch resolution
- NRD Area ~256 flight sectors (does not include some areas along edge that have overlap from other participating counties) – price ~\$80/sector
- Would need contract with Imagery Company (over 6 years – for 2 flights 2019/2022)
 - FY19 - \$6893; FY20 - \$6893; FY21 - \$6893; FY22 - \$6893; FY23 - \$6893; FY24 - \$6893

Cass County

- County is staying on 3-year cycle (flights 2019, 2022) – 6-inch resolution (3-inch in urban areas)
- NRD Area ~600 flight sectors (offer to county \$20/sector = \$12,000 per flight – split payments for each flight over 3 years)
- Would need contract to pay portion to Cass County (over 6 years – for 2 flights 2019/2022)
 - FY19 - \$4000; FY20 - \$4000; FY21 - \$4000; FY22 - \$4000; FY23 - \$4000; FY24 - \$4000

Saunders County

- County is staying on 3-year cycle (flights 2019, 2022) – resolution? (6-9inch?)
- NRD Area ~180 flight sectors (offer to county \$20/sector = \$3,600 per flight – split payments for each flight over 3 years)
- Would need contract to pay portion to Saunders County (over 6 years – for 2 flights 2019/2022)
 - FY19 - \$1200; FY20 - \$1200; FY21 - \$1200; FY22 - \$1200; FY23 - \$1200; FY24 - \$1200