




LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: September 14, 2018
To: Board of Directors
From: Ed Ubben 
Subject: Urban Subcommittee Minutes

The Urban Subcommittee met on September 13, 2018 at the District office at 5:00 pm. There was two items on the agenda. Present at the meeting was Bruce Johnson, (Chair), Karen Amen, Mike DeKalb, Richard Bolte, and Ron Svoboda. There was a quorum. Staff present was; Paul Zillig, Kyle Hauschild, and Ed Ubben. Also present was Shannon Doering with NEBCO. Also in attendance were Joe Benter and Ray Bossung with Shadow Pines Townhome Association.

- a. **Consider request from NEBCO to accept a conservation easement (both NRD and City of Lincoln) over a portion of their property south of Salt Creek between 56th/Hwy 77 and N. 70th Street. (ACTION) ---** The City of Lincoln and the NRD wishes to acquire a Conservation Easement over land owned by NEBCO to preserve the flood storage capacity and other natural resources over the easement area. NEBCO wishes to grant the easement unless the floodway boundaries should change. The easement area is south of Salt Creek between 56th and 70th Streets. See attachments. **It was moved by Anderson, seconded by Amen, and unanimously approved by the subcommittee to recommend the Board of Directors approve a Conservation Easement, which will be held by the City of Lincoln and the NRD, from NEBCO located south of Salt Creek between 56th and 70th Streets.**

- b. **Community Assistance Program – Consider a bank stabilization request from the Shadow Pines Townhome Association (NE of 56th & Pine Lake Road). (ACTION)** A tributary of Beal Slough runs through the Shadow Pines Townhome Association threatening several homes. The HOA is requesting assistance to do a bank stabilization project. They have contacted Olsson Assoc. to do the design for a fee of \$23,000 which would be considered phase I. The HOA would also like assistance for the construction phase at a later date. See attachments. **It was moved by Svoboda, seconded by DeKalb, with four voting yes and Amen abstaining, by the subcommittee to recommend the Board of Directors approve the Community Assistance Program application from Shadow Pines Townhome**

Association for 50% of the design and engineering cost for the Shadow Pines Townhome Association Bank Stabilization Project up to and not to exceed \$11,500.

With no other business the meeting was adjourned at 5:33 pm.

SHADOW PINES TOWNHOME ASSOCIATION ESTABLISHED 1999

July 25, 2018

Shadow Pines is a subdivision located in Southeast Lincoln , Lancaster county, Nebraska. There are 72 town homes in the association. A creek, which is part of Beal Slough passes through land that is owned by the association. That creek is causing significant erosion to the banks and will, in the future, threaten several homes.

The association board has contacted Olsson Associates for help finding a solution. Kyle Hauschild with LPSNRD has also been involved. He is familiar with the situation and can probably address any questions you may have.

The association by means of this letter is requesting the help of LPSNRD to resolve the issue. We would like for LPSNRD to agree to pay for one half of the cost of the project. The rest of the cost would be paid by the association, providing that the members vote to do the project. Our intention is to present the proposal at our upcoming annual meeting that is scheduled for September 27th, 2018.

Our vision is to request the help in two phases. The first would be to support the engineering costs estimated by Olsson Associates at \$23000. As soon as the engineering is completed, we would submit the plan to LPSNRD for approval and then solicit bids for the work. Once that is completed, we would ask for LPSNRD to cover half of that cost also. Our plans can be modified to meet your requirements if necessary.

In summary, our association needs the financial help of LPSNRD to help resolve the situation in a professional and environmentally friendly way. We do not want to just patch it up. We would like to do a permanent fix.

Sincerely,
Joe Bentler, President



5735 Shadow Pines court
Lincoln Ne. 68516

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 24, 2018 between Shadow Pines Townhome Association ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Shadow Pines Townhome Association

Project Description: Bank Stabilization and Repair Project

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Project Management and Coordination

Task 100001 – Project Management

Coordination and communication with the Client, including project updates, meeting minutes, and design options.

Task 100002 – Project Meetings

Meetings with Client will be required throughout the project. One meeting will be required during the design. The meeting will review repair plans with both the Shadow Pines Townhome Association board members and discuss the repair design.

Time and expense basis anticipated fee - \$1,500

Phase 200 - Site Investigation

Task 200001 – Survey

Perform topographic survey of the site to establish existing conditions and provide topography for use in the design.

Task 200002 – Prepare a Site Plan

Prepare a site plan showing the information obtained during the field survey a site plan showing the information obtained during the field survey. The utility locations and sizes will be determined by surveying the flagged 'One Call' locations of the visible features and using record information from the utility owners. No underground exploration for utilities will be provided.

Time and expense basis anticipated fee - \$1,500

Phase 300 – Environmental Assessment and Permitting

This component involves the planning, and coordination of design elements for the project with an emphasis on soils, environmental impacts, wetlands, floodplains, and stormwater. Engagement of and working with natural resources agencies, including the

U.S. Army Corps of Engineers (USACE), will be a critical part of this work component. The project team will strive to prepare and provide designs for the Project elements that minimize impacts to "waters of the United States" and meet the requirements of a Nationwide 404 permit, thereby avoiding the much more detailed and lengthy Individual Permit process if possible.

Task 300001 – USACE Pre-Application Meeting

Olsson will conduct a pre-application meeting with the USACE to inform them of the project and request their comments/feedback in regard to potential permitting issues and permitting strategy.

Task 300002 – Wetland Delineation

Olsson shall perform a Wetland Delineation in accordance with the methodology of the USACE 1987 Wetland Delineation Manual and the 2010 Mid-West Region Supplement. Olsson assumes that the delineation will include the project area of Shadow Pines Neighborhood and the Cambells Tributary. The delineation will include:

- Review of available information sources prior to field investigation, including National Wetlands Inventory maps, county soil surveys, topographic maps, and aerial photos;
- Survey of vegetation to determine presence/absence of hydrophytic species;
- Observation of project area to determine presence/absence of wetland hydrology;
- Assessment of the stream and drainage channel banks, and;
- Assessment of soils by digging small soil pits to determine presence/absence of hydric soils.

Routine USACE Wetland Determination Data Forms will be completed for each sample point. Wetland acreage will be mapped in the field with hand-held sub-meter accuracy GPS. If other waters of the U.S. are identified, the Ordinary High Water Mark (OHWM) will be marked by GPS. Photos will be taken of all wetlands and waters. Elevation surveying of the wetland boundaries is not included in the basic services. A wetland delineation report will be prepared compiling the field data to be used in support of a Nationwide 404 permit application.

Task 300003 – Agency Coordination

As part of the permitting process, coordination with agencies including U.S. Fish and Wildlife Service, Nebraska Game and Parks Commission, and the Nebraska State Historical Preservation Office may be required.

Task 300004 – Nationwide 404 Permit(s)

If the wetland delineation indicates that wetlands/waters are present on the site and will be impacted, a Nationwide 404 permit application Pre-Construction Notification will be prepared and submitted to the USACE. The Pre-Construction Notification will include text describing the project and impacts to wetlands or other "waters of the United States", color photographs of the site, and maps depicting wetland location(s) and acreage(s) of impacts.

It is assumed that impacts to waters of the U.S. will meet the criteria for a Nationwide Permit, and thus fees are based on this level of permitting. If an Individual Permit is required, additional fees will apply.

This project scope and associated fees do not include other surveys or permits that may be required by the USACE or other agencies. Specifically, this scope excludes

detailed threatened and endangered species surveys, migratory bird surveys, cultural resource survey, Section 6(f) coordination, or Mitigation Design or Compensatory Mitigation documentation. If specialized biological and/or cultural studies, or design or monitoring of mitigation for impacts, are required by agencies, additional fees also may apply.

Time and expense basis anticipated fee - \$10,000

Phase 400 – Design

Task 400001 – Design Plans

Develop repair plans for the Cambells Tributary stream bank erosion project located at in the Shadow Pines Neighborhood. The field data collected, and the analysis will be utilized to develop plans to stabilize the banks of Cambells Tributary.

Task 400002 – Preliminary Opinion of Probable Cost

Develop Opinion of Probable Costs associated with construction cost for the proposed repair option.

Task 400003 – Quality Control/Quality Assurance and Constructability Review and Discussion

A formal in-house quality control review will be made during design. The review will include verification of compliance with design parameters, and regulatory agency standards.

Time and expense basis anticipated fee - \$10,000

Total anticipate fee for all phases - \$23,000

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**CONSERVATION EASEMENT AGREEMENT
(Preservation of Floodplain/Floodprone Area)**

THIS CONSERVATION EASEMENT AGREEMENT ("Agreement") is entered into as of the date stated below by and between NEBCO, Inc., A Nebraska Corporation, ("Owner"), the City of Lincoln, Nebraska ("City"), and Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("NRD").

RECITALS

I.

Owner is the owner in fee simple of certain land ("Real Property") legally described in Exhibit B attached hereto and incorporated herein by this reference ("Easement Area").

The parties recognize and agree that should the floodway areas change and/or be altered by regulatory agencies responsible for doing the same, after execution of this Agreement, the parties may change the Easement Area identified herein by filing a Memorandum referencing this Agreement and providing an updated legal description of the same, and amending the description of the Easement Area. The parties acknowledge that the Easement Area may only be changed upon agreement by all three parties hereto, and that the parties intend that such agreement will be forthcoming in the event that the floodway areas change and/or are altered by regulatory agencies; the parties agree that each of their respective consents will not be unreasonably withheld in the event the floodway maps are changed and the amendments hereto are sought as contemplated in this provision. Notwithstanding any provision hereof, the parties agree that the area west of the drainage ditch on the Real Property and outside of the area identified in hatch that is the Easement Area (as identified on Exhibit A as "Excluded Area") shall not be considered part of the Easement Area delineated herein and the parties agree it is not intended to be affected by the provisions hereof.

II.

City and NRD desire to acquire and Owner is willing to convey a Conservation Easement to preserve the flood storage capacity and other natural resources over the Easement Area.

NOW, THEREFORE, in consideration of good and valuable consideration, Owner, City, and NRD agree to the terms, conditions, and covenants of the Conservation Easement hereby created are as follows:

1. Grant of Easement and Compensation. This Conservation Easement is given pursuant to and in accordance with the Conservation and Preservation Easements Act, Neb. Rev. Stat. §§ 76-2,111 to 76-2,118 ("Act"). In consideration of consideration of **ONE DOLLAR, (\$1.00)**, and other good and valuable consideration, receipt of which is hereby acknowledged, Owner hereby grants and conveys to City and NRD, for their benefit and the benefit of the public, a Conservation Easement over the Easement Area to restrict the use of the Easement Area to open space to protect and preserve the floodplain/floodprone area, drainageway, wetlands, and tree masses that occur on the Real Property, to protect other water resources and biologic resources of the floodplain/floodprone area as identified on Exhibit A, and to restrict development and future use of the Easement Area that will significantly impair or interfere with the open space values and natural resources of the Easement Area .

2. Use of Easement Area.

A. Compatible Uses. The Easement Area shall be used only for purposes compatible with open space, recreational, or wetlands management practices. Notwithstanding subsection B, "Non-Compatible Uses," below, the following uses are compatible with the purposes of the Easement Area:

- i. Areas already in agricultural use at the time this Conservation Easement is dedicated may continue in such use;
- ii. Roadway or utility crossings necessary for the functional use of adjacent lands constructed in accordance with the flood regulations;
- iii. If areas already in agricultural use at the time this Conservation Easement is dedicated are remapped and the area has been removed from the regulated floodplain, then the area may be filled or developed as if it had not been included in the floodplain;
- iv. Public sanitary sewer lines along the stream alignment necessary for the functional use of adjacent lands, as approved in advance by the Director of Public Works & Utilities, provided the corridor is restored following disturbance to the maximum extent practicable;
- v. Trails or other public recreational components as approved in advance by the Directors of Public Works & Utilities and Parks and Recreation;
- vi. Stream rehabilitation, water quality projects, and construction or development of wetland areas not already in existence at the time of execution of this Conservation Easement, so long as such construction complies with the provisions hereof and other regulatory authority over the Easement Area, or protection/restoration of other natural resources listed in Exhibit C as approved in advance by the Director of Public Works & Utilities; and
- vii. Storm drain and outlet improvements conforming to City's design standards necessary for the functional drainage of adjacent lands.

B. Non-Compatible Uses. The following uses and practices, although not an exhaustive recital of the inconsistent uses and practices, are inconsistent with the purposes of this Agreement and shall be prohibited within the Easement Area:

- i. Construction or placing of roadways, buildings, camping accommodations, mobile homes, fences, signs, billboards or other advertising material, or any other structure;
- ii. Filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals, or other materials;
- iii. Building of roads, or changing in the topography of the Easement Area in any manner excepting the maintenance of foot trails or any work requested by City;
- iv. Dumping of ashes, trash, garbage, or other unsightly or offensive material;
- v. Changing the topography of the Easement Area by placing of soil or other substances or materials such as landfill or dredging spoils;

- vi. Commercial or residential development of any nature;
- vii. Human introduction of non-native plant or animal species which may compete with and result in decline or elimination of native animal species, unless such introduction is properly approved as part of a wetland construction plan;
- viii. Operation of motorized vehicles except as necessary in the use of the area for a compatible use as provided herein;
- ix. The broadcast application of pesticides at any time, except for that which is needed for areas already in agricultural use at the time this Conservation Easement is dedicated. Spot application of pesticides for the control of noxious weeds as provided by state law will be permitted;
- x. Removal of tree masses;
- xi. Changing the hydrology of the Easement Area or the land upstream in a way that negatively impacts the Easement area;
- xii. Sedimentation of the Easement Area due to grading or construction activities outside the Easement Area; and
- xiii. Any other act which would be detrimental to the scenic beauty, wildlife habitat, wetlands, the natural beauty, or natural resources of the Easement Area.

3. Term. The term of this Agreement will be in perpetuity unless earlier terminated pursuant to any of the following provisions:

- i. By City and NRD pursuant to the provisions of Neb. Rev. Stat. § 76-2,113, as amended.
- ii. By the Lancaster County District Court pursuant to the provisions of Neb. Rev. Stat. § 76-2,114, as amended.
- iii. In the event the floodway maps are changed by agencies responsible therefore to remove the entire Easement Area from the floodway, in which case this Conservation Easement shall terminate upon written, executed mutual consent of the parties. In the event the floodway maps are changed by agencies responsible therefore to remove a portion of the Easement Area from the floodway, in which case this Conservation Easement shall be amended to remove that portion of the Easement Area upon written, executed amendment of the Agreement by the parties. It is the parties' mutual intent to execute such amendment or consent to termination without undue delay after said floodway maps are changed, which amendment or consent to termination shall not be unreasonably withheld.

The parties agree that termination of this Agreement may be total and affect the entire Easement Area, or may be partial and result in the termination of the Conservation Easement over only a portion of the Easement Area.

4. Condition of the Easement Area at Time of Grant. The condition of the Easement Area without limiting the generality of the terms is defined to mean the open space, drainageway, wetlands, tree masses, and the functional integrity of other water resources and biologic resources of the floodplain/floodprone area identified on Exhibit A, as evidenced by reports, photographs and scientific documentation on file with the City's Planning Department.

5. Protection and Maintenance of the Easement Area.

A. Owner agrees to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Easement Area, including but not limited to any tax or assessment affecting the Conservation Easement granted herein. Owner retains the right to challenge the assessed value of the Real Property and to challenge the validity of any such tax or assessment.

B. Owner shall cooperate with and assist City and NRD at City or NRD's cost in applying for, obtaining, protecting, maintaining and enhancing any and all surface water and ground water rights and privileges related to the Easement Area by signing applications which

City deems necessary or desirable for the management, maintenance or development of the Easement Area for the purposes provided for herein.

C. The Owners shall, at Owners' sole cost and expense, maintain the Easement Area. Maintenance shall consist of routine noxious weed control, routine weed and brush control, routine removal of trash and debris, and routine non-structural maintenance of stream bed and bank stability measures following installation.

6. **Inspections and Access by City.** City and NRD shall have the right of reasonable ingress and egress to and from the Easement Area from public roads and streets and from adjacent properties for its employees, contractors, vehicles and equipment for the purpose of revegetating and for inspecting, maintaining, protecting or enhancing the floodplain/floodprone area within the Easement Area, including but not limited to stream stabilization projects, as City or NRD may deem necessary or desirable. Such access shall be at all reasonable times without consent after notice is given to Owner or successors and assigns. Such right of access will be modified as reasonably necessary upon subdivision or development of said adjacent properties. Nothing in this paragraph is intended to in any way interfere with or inhibit Owner's development of wetland areas on those portions of the Easement Area or adjacent properties wherein wetlands do not currently exist.

7. **Enforcement.** Owner agrees that City and NRD may enforce the provisions of this Agreement by any proceeding at law or in equity, including but not limited to, the right to require restoration of the Easement Area to the condition at the time of this grant unless modified pursuant to the terms hereof. Owner further agrees that City or NRD may seek an injunction restraining any person from violating the terms of this Agreement and that City or NRD may be granted such injunction without posting of any bond whatsoever. Owner further agrees that City and NRD do not waive or forfeit the right to take any action as they deem necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act. Owner further agrees that, unless authorized by the terms hereof including but not limited to the development of wetland areas on the Easement Area and on property adjacent thereto, should Owner undertake any activity requiring the approval of City and NRD without or in advance of securing such approval, or undertake any activity in violation of the terms of this Agreement that City and NRD shall have the right to enforce the restoration of that portion of the Easement Area 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 the cost of suit by City and NRD shall be paid by Owner, his heirs, personal representatives, successors or assigns, or in the event that District secures redress without a completed judicial proceeding, by Owner or those who are otherwise determined to be responsible for the unauthorized activity. Nothing herein contained shall be construed to preclude Owner from exhausting its legal remedies in determining whether the proposed activity is inconsistent with this Conservation Easement.

8. **Title to Easement Area.** Owner covenants that Owner is the owner of marketable title to all of the Easement Area and has legal right, title and capacity to grant the Conservation Easement granted herein subject to easements and restrictions of record.

9. **Transfer of Interest.**

A. **Owner's Title to Easement Area.** If the Easement Area subject to this Agreement or any interest therein is subsequently transferred by Owner to a third party, Owner shall notify City and NRD in writing prior to the transfer of the property and the document transferring the interest shall be made subject to this Agreement.

B. **City and NRD's Conservation Easement.** Upon obtaining Owner's written consent thereto, which consent shall not be unreasonably withheld, City and NRD shall have the right to transfer this Conservation Easement to any public agency, charitable organization or trust that, at the time of transfer, is an organization qualified to assume the responsibility imposed on City and NRD by this Agreement.

10. **Binding Effect.** The Conservation Easement and the terms, conditions, and restrictions granted herein by this Agreement shall run with the land in perpetuity and shall inure

to the benefit of and be binding upon the heirs, successors and assigns of Owner, City and NRD.

11. **Approvals.** Any approval required under this Agreement shall not be unreasonably withheld.

12. **Recordation.** The parties agree that this Agreement shall be duly filed by City and NRD with the Lancaster County Register of Deeds upon execution and acceptance by City and NRD.

13. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Agreement 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, the parties hereto have executed this Agreement as of the date set forth below.

Dated this _____ day of _____, 2018.

Lower Platte South Natural Resources District
("NRD")

NEBCO, Inc. ("Owner")

Paul Zillig, General Manager

Robert A. Nordquist,
President, NEBCO, Inc.

City of Lincoln, Nebraska ("City")

Chris Beutler, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

The foregoing Conservation Easement Agreement was executed before me on this _____ day of _____, 2018, by Paul Zillig, an individual known to me, after he represented that he had actual authority to execute the same on behalf of the Lower Platte South Natural Resources District, and that he was affirming his intent to bind the entity to the provisions hereof by affixing his/her signature hereto.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

The foregoing Conservation Easement Agreement was executed before me on this _____ day of _____, 2018, by Robert A. Nordquist, an individual known to me, after he represented that he had actual authority to execute the same on behalf of NEBCO, Inc., and after he

affirmed that it was his intent to bind the entity to the provisions hereof by affixing his signature hereto.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

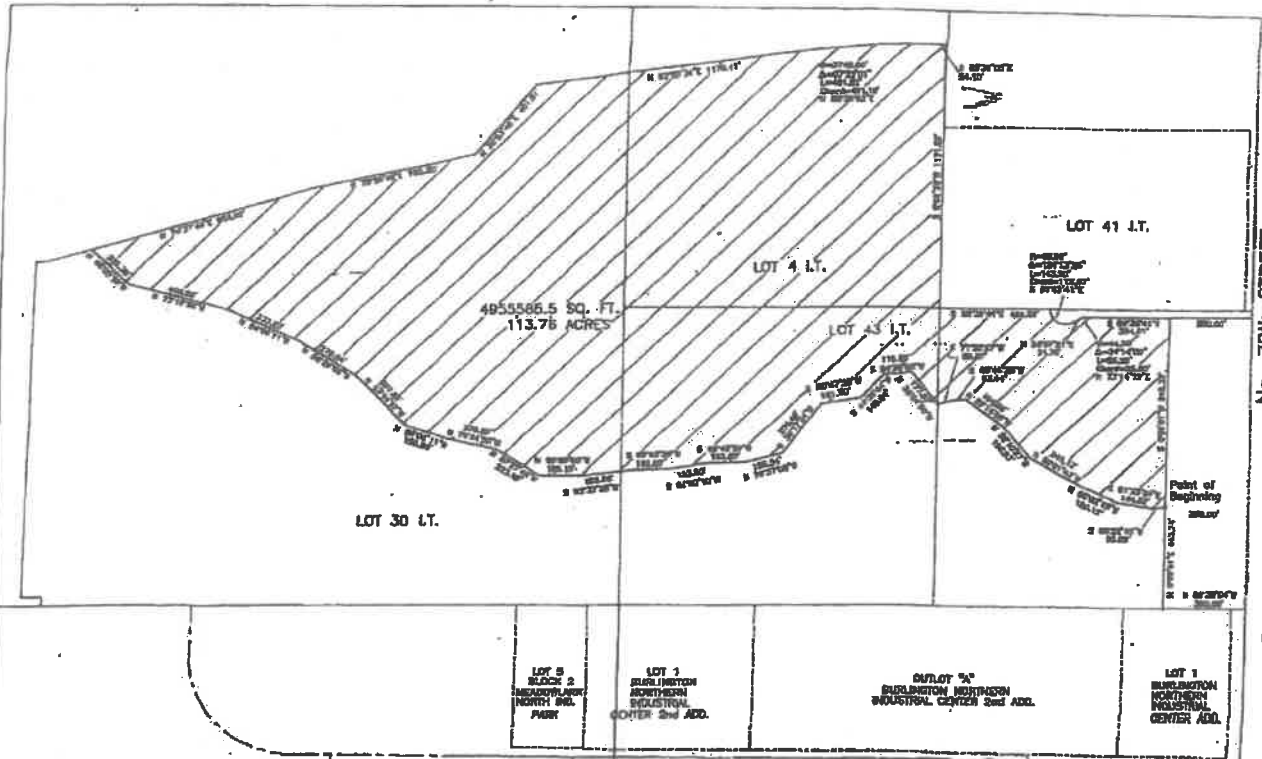
The foregoing Conservation Easement Agreement was executed before me on this ____ day of _____, 2018, by Chris Beutler, Mayor for the City of the Lincoln, after he represented that he had actual authority to execute the same on behalf of the City of Lincoln and that it was his intent to bind the City of Lincoln to the provisions hereof by affixing his/her signature hereto.

Notary Public

EXHIBIT 'A'

No. 56th STREET

No. 70th STREET



Essential Area



Excluded Area

EXHIBIT 'B'

CONSERVATION EASEMENT LEGAL DESCRIPTION

THAT PART OF LOTS 4, 30 AND 43 IRREGULAR TRACTS LOCATED IN THE NORTH HALF OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6th P.M., LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOW;

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, ON AN ASSIGNED BEARING OF N 89°38'04"W 350.00'; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER, N 0°09'01"E 443.74', TO THE POINT OF BEGINNING;

THENCE S 11°18'39"W 141.66'; THENCE S 5°03'03"W 123.60'; THENCE S 17°11'56"W 111.11'; THENCE S 75°33'20"W 69.45'; THENCE N 47°33'34"W 122.03'; THENCE S 88°33'31"W 93.26'; THENCE S 85°22'45"W 55.09'; THENCE N 81°23'04"W 144.62'; THENCE N 66°02'15"W 180.12'; THENCE N 60°01'43"W 245.12'; THENCE N 39°10'27"W 196.93'; THENCE N 53°14'09"W 184.86'; THENCE S 86°44'28"W 63.44'; THENCE S 71°33'57"W 58.87'; THENCE N 38°04'50"W 177.07'; THENCE S 84°36'02"W 119.69'; THENCE S 44°35'44"W 140.64'; THENCE S 80°47'25"W 161.50'; THENCE S 36°17'34"W 276.46'; THENCE S 75°37'05"W 156.54'; THENCE S 88°43'39"W 162.85'; THENCE S 81°52'10"W 153.50'; THENCE S 88°43'39"W 162.85'; THENCE S 83°32'28"W 192.98'; THENCE N 90°00'00"W 188.13'; THENCE N 57°27'46"W 223.18'; THENCE N 76°54'50"W 230.63'; THENCE N 69°06'11"W 159.86'; THENCE N 43°44'57"W 307.85'; THENCE N 56°26'02"W 278.94'; THENCE N 64°06'11"W 333.23'; THENCE N 73°19'36"W 460.88'; THENCE N 46°05'59"W 222.30', TO A POINT ON THE NORTH LINE OF SAID LOT 30; THENCE ON SAID NORTH LINE FOR THE NEXT THREE (3) COURSES, N 74°37'46"E 958.60'; THENCE N 78°20'46"E 702.30'; THENCE N 39°53'46"E 401.01'; THENCE ON THE NORTH LINE OF SAID LOTS 30 AND 4, N 82°59'34"E 1176.41', TO A POINT ON A CIRCULAR CURVE TURNING IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 3745.00', A CENTRAL ANGLE OF 7°22'01" AND AN ARC LENGTH OF 481.52'; THENCE ON THE NORTH LINE OF SAID LOT 4 FOR THE NEXT TWO (2) COURSES, ON SAID CURVE, HAVING A CHORD OF N 86°39'52"E 481.18'; THENCE S 89°39'08"E 54.10', TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 4, S 0°09'38"W 1171.95', TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ON THE NORTH LINE OF SAID LOT 43 FOR THE NEXT FIVE (5) COURSES, S 89°38'41"E 466.58', TO A POINT ON A CIRCULAR CURVE TURNING IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 66.00', A CENTRAL ANGLE OF 124°13'26" AND AN ARC LENGTH OF 143.10'; THENCE ON SAID CURVE, HAVING A CHORD OF S 61°45'41"E 116.67'; THENCE N 56°07'21"E 24.78', TO A POINT ON A CIRCULAR CURVE TURNING IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 44.00', A CENTRAL ANGLE OF 34°14'00" AND AN ARC LENGTH OF 26.29'; THENCE ON SAID CURVE, HAVING A CHORD OF N 73°14'19"E 25.90'; THENCE S 89°38'41"E 354.01', TO A POINT LOCATED 350' WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTHERLY AND PARALLEL TO SAID EAST LINE, S 00°09'01" W 845.33', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 113.76 ACRES, MORE OR LESS.

NATURAL RESOURCES OF FLOODPLAINS

Floodplains that are relatively undisturbed (or have been restored to a nearly natural state) provide a wide range of benefits to both human and natural systems. These benefits take many forms; some are static conditions (like providing aesthetic pleasure) and some are active processes (like filtering nutrients). There is some ambiguity over which of these benefits are properly termed "functions", or "resources", and where the terms overlap. A fairly well accepted (but not necessarily comprehensive) list follows. The resources and functions have been loosely grouped into three categories, and the categories have been labeled according to the primary recipient of the benefit or its relationship to a larger system. That is, "water resources" include those resources and functions of floodplains that are part of or provide a benefit to the hydrologic cycles on the earth's surface and below ground; "biologic resources" are floodplain resources and functions that benefit plants and animals; and "societal resources" are floodplain resources and functions that directly benefit human society. Throughout this document, the term "natural resources" is used to refer to any or all of the resources and functions listed here.

Water Resources

Natural Flood & Erosion Control

- Provide flood storage and conveyance
- Reduce flood velocities
- Reduce flood peaks
- Reduce sedimentation

Water Quality Maintenance

- Filter nutrients and impurities from runoff
- Process organic wastes
- Moderate temperature fluctuations

Groundwater Recharge

- Promote infiltration and aquifer recharge
- Reduce frequency and duration of low surface flows

Biological Resources

Biological Productivity

- Support high rate of plant growth
- Maintain biodiversity
- Maintain integrity of ecosystem

Fish & Wildlife Habitats

- Provide breeding and feeding grounds
- Create and enhance waterfowl habitat
- Protect habitats for rare and endangered species

Societal Resources

Harvest of Wild & Cultivated Products

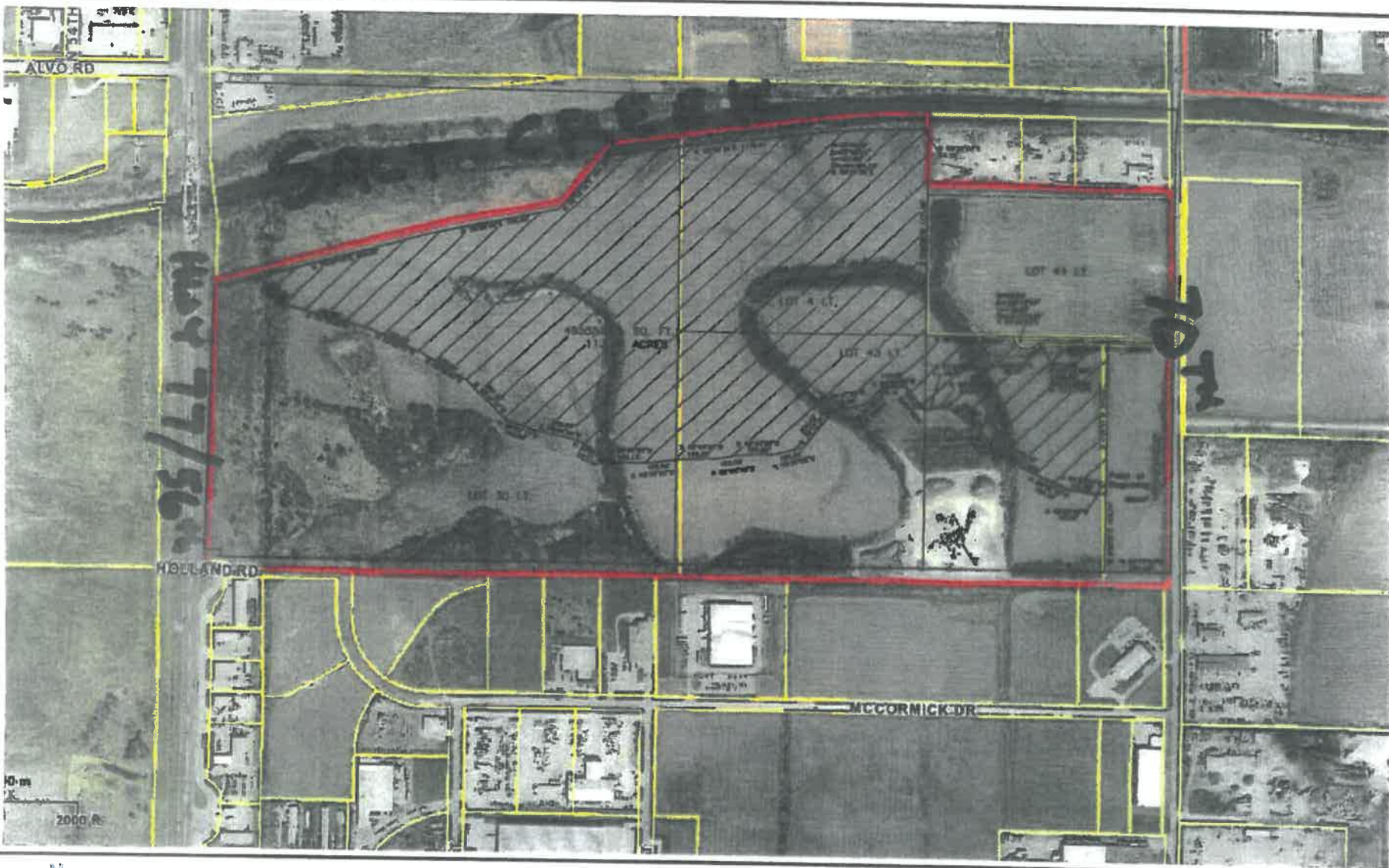
- Enhance agricultural lands
- Provide sites for aquaculture
- Restore and enhance forest lands

Recreational Opportunities

- Provide areas for active and passive uses
- Provide open space
- Provide aesthetic pleasure

Areas for Scientific Study & Outdoor Education

- Contain culture resources (historic and archaeological sites)
- Provide opportunities for environmental and other studies



Lancaster County/City of Lincoln GIS Map

NEBCO Property



Printed Nov 15, 2017

DISCLAIMER: The information is presented on a best-effort basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email ags@lincoln.ne.gov and you will be directed to the appropriate department.