



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: June 9, 2023

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Thursday, June 8, 2023, at 5:35 p.m., the Recreation, Forestry and Wildlife subcommittee met virtually via Zoom. Subcommittee members present; Anthony Schutz – Chair, Gary Hellerich, Stacie Sinclair, Christine Lamberty, and Ray Stevens. Other attendees were Paul Zillig, Mike Sousek, David Potter, and Will Inselman.

The first item on the agenda was a request from the Lancaster County Engineering Department to acquire a permanent easement on Wildwood Wildlife Management Area to replace a culvert on NW 84th Street. The County needs to acquire 0.05 acres of LPSNRD property adjacent to its current right-of-way. This would be permanent so that the County would be able to maintain the rip rap padding and outlet of the new culvert. The County would pay LPSNRD \$460.00 for the permanent easement. Staff answered questions about the valuation that was provided for the purchase and about the type of structure that would be on District property.

It was moved by Schutz and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the Lancaster County Engineering Department Right-Of-Way Contract for their purchase of a permanent easement of 0.05 acres on Wildwood Wildlife Management Area to replace a culvert on NW 84th Street, pending legal counsel review.

Motion Passed: 5-0

Second on the agenda was the request for a temporary easement release for the White Horse Development 5th Addition. Blue Rock Investments, LLC and Herbert Development, Inc. recently submitted engineering plans to the District to request a temporary release from an easement that the District purchased in 2014. This was originally acquired to complete a drainage repair project on the MoPac East Trail, east of the 84th Street Trailhead. The eventual intent, listed in the easement, was that this easement would be released when the area was fully developed, and the storm sewer was extended to service the area. NRD staff have reviewed the plans and saw no issues with the plans. Procedurally, the NRD would grant the temporary release of the easement at this time and would permanently release the easement upon completion of the development. Staff answered a question about the ownership of this stretch of trail.

It was moved by Schutz and seconded by Stevens and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the temporary easement release to Blue Rock Investments, LLC and Herbert Development, Inc., and authorize the General Manger to approve a permanent easement release once the District as agreed that the drainage construction has been completed, pending legal counsel review.

Motion Passed: 5-0

Last on the agenda were staff updates. Reports/updates: Landowner request for trail crossing over Oak Creek Trail. Staff presented the letter submitted by the landowner and the steps staff are taking to get necessary information to present to the subcommittee in July.

Meeting adjourned at 6:05 p.m.

PC: RF&W subcommittee file



Pamela L. Dingman, P.E.
County Engineer

John V. Berry, P.L.S.
Deputy County Surveyor

444 Cherry Creek Road, Bldg. C
Lincoln, Nebraska 68528
Phone: 402-441-7681 Fax: 402-441-8692

4/5/2023

Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

RE: Culvert Replacement D-027
Tract 1
NW. 84th St. & W. Ashland Rd.
Lancaster Co., NE.

To Whom It May Concern:

The Lancaster County Engineering Department is seeking to acquire Permanent Easement for the replacement of culvert D-027 located roughly 2,070 feet South of W. Ashland Rd. on NW 84th Street. The initial culvert was installed in 1969 and is an 18" x 40' concrete pipe. The new culvert will be 24" x 52' culvert pipe with a metal headwall on the inlet and rock rip rap padding on the outlet for protection. To understand the impact this project will have on your property, I will need to meet with you to present the construction plan and offer of compensation. Please contact me to schedule an appointment as soon as possible. I may be contacted at (402) 441-8330 Monday through Friday, office hours are between 8:00am and 4:30pm, however you may call me as late as 5:00pm. In the event I am not able to receive your call please leave a return telephone number and I will contact you as soon as possible. Presentation appointment meetings may be conducted at the Lancaster County Engineering Department office, your home or your place of business, whichever you prefer. Available appointment hours are Monday through Friday between the hours of 7:00am and 5:00pm. The presentation requires approximately 30 minutes of your time. If there are multiple landowners, renters or a tenant farmer involved I would appreciate the opportunity to meet with all parties at the same time. I look forward to receiving your call and meeting with you in the near future.

Sincerely,

Matthew T. Taylor
Right-of-Way Agent

COPY

LANCASTER COUNTY
ENGINEERING DEPARTMENT
RIGHT-OF-WAY CONTRACT
(Permanent Easement)

THIS AGREEMENT made and entered into by and between:

Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

hereinafter referred to as the Owner and Lancaster County, a governmental subdivision, hereinafter referred to as the County.

WITNESSETH: In consideration of the payment or payments as specified below and the performance of the special provisions contained herein, the Owner hereby grants to the County, permanent easement to certain real estate described by stationing and distances measured from project center line as follows:

From Sta. 28+96.00	to Sta.30+08.00	a strip 33-57 ft. wide	Left side
From Sta. 30+08.00	to Sta.30+75.00	a strip 57-33 ft. wide	Left side

Said permanent easement will be utilized more specifically for construction and maintenance of a culvert replacement as shown on the approved plans for Project No. 22-29 / D-027, Tract No. 1 consisting of 0.05 acres, more or less, exclusive of existing right of ways situated in a part of the South Half (S 1/2), Located in the Northeast Quarter (NE 1/4), of Section 3, Township 12 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska.

The County agrees to purchase the above described permanent easement and to pay therefore within a reasonable time after the consummation of this contract. The said permanent easement will be prepared, furnished and recorded by the County at no cost to the Owner. It is understood by the parties hereto that the easement will be recorded immediately following the said consummation.

The County shall have immediate right of entry on the premises described above upon payment to the Owner of 100% due under this contract. Payment is to be made by the County to the Owner for the easement area actually acquired, not including present public right-of-way, according to the following rate per acre:

0.05 Acres @ \$ 9,000.00/Acre x 90%	\$ 405.00
Title Extension Fee	\$ 55.00
Contract Total	\$ 460.00

The above payments shall cover all damages caused by the establishment and construction of the above project except for crop damage, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. Crop damage shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damage be paid for more than one year's crops. The Owner agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

The County agrees to seed the areas disturbed by the construction unless other provisions for seeding have been included in the special provisions of this contract.

The County agrees to rock the disturbed areas of rock driveways and to place additional rock, if required, for a period of one year from the completion of this project. The Owner must notify the County if additional rock is required.

If the Owner has a properly recorded survey of the property affected, the County agrees to re-establish survey corners destroyed as a result of the construction at no cost to the Owner.

All damage items that the Owner has been compensated for shall become the property of the County and will be removed and/or disposed of by the County. Salvage of items given to the Owner as stated in the special provisions of this contract must be accomplished by the start of the construction of this project or the Owner shall forfeit the right to such salvage.

SPECIAL PROVISIONS

This contract shall be binding on both parties as soon as it is executed by both parties, but should not any of the above real estate be required, this contract shall terminate upon payment of \$10.00 by the County to the Owner, provided the acquisition has not been totally consummated.

The County of Lancaster, Nebraska, hereby gives notice that it is Lancaster County's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, The Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which Lancaster County receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Lancaster County. Any such complaint must be in writing and filed with Lancaster County Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Forms may be obtained from the Board of County Commissioners of Lancaster County, Nebraska, office at no cost to the complainant by calling (402) 441-7447 or from the Board of County Commissioners of Lancaster County, Nebraska, website which can be found at www.Lancaster.Ne.Gov

The representative of the Lancaster County Engineering Department, in presenting this contract, has given me a copy and has read all of its provisions to the undersigned. An explanation of the construction plans was given and **it is understood that no promises, verbal agreements or understanding, except as set forth in the contract, will be honored by Lancaster County.**

Executed by the Owner(s) this _____ day of _____, 20_____

X _____
Lower Platte South NRD

(Signatures Must be Notarized)

X _____
By:

X _____
Title

State of _____ County of _____

Before me, a notary public qualified for said county, personally came _____

_____ known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this ____ day of _____, 20____

Notary Public

My Commission Expires

Executed by Lancaster County this ____ day of _____, 20 ____

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Approved by County Engineer

LANCASTER COUNTY
BOARD OF COMMISSIONERS

Pamela L. Dingman, P.E.

APPROVED AS TO FORM

this ____ day of _____, 20 ____

Deputy County Attorney

State of _____ County of _____

Before me, a notary public qualified for said county, personally came _____

_____ known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this ____ day of _____, 20 ____.

Notary Public

My Commission Expires

COPY

Lancaster County
444 Cherrycreek Rd.
Bldg. C
Lincoln, NE 68528

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Lower Platte South NRD, herein called the "Grantor", record owner of the real property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed does hereby grant, remise and relinquish unto Lancaster County, a governmental subdivision of the State of Nebraska, herein called "Grantee", permanent easement on the following legally described real estate situated in Lancaster County, Nebraska, to wit:

A part of the S $\frac{1}{2}$, of the NE $\frac{1}{4}$ of Section 3, Township 12 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of said NE $\frac{1}{4}$; thence with an assumed bearing of North 00 Degrees, 20 Minutes, 49 Seconds East, with the east line of said NE $\frac{1}{4}$, a distance of 424.07 feet to a point; thence North 89 Degrees, 39 Minutes, 11 Seconds West, perpendicular to the east line of said NE $\frac{1}{4}$, a distance of 33.00 feet to the point of beginning; thence North 00 Degrees, 20 Minutes, 49 Seconds East, 33.00 feet west of and parallel with the east line of said NE $\frac{1}{4}$, a distance of 179.00 feet to a point; thence South 20 Degrees, 03 Minutes, 18 Seconds West, a distance of 71.17 feet to a point; thence South 11 Degrees, 44 Minutes, 52 Seconds East, a distance of 114.54 feet to the point of beginning.

Containing an area of 0.05 acres, more or less.

TO HAVE AND TO HOLD unto Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign, grant and dedicate utility easements and that Grantor is hereby granting the uses herein

specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

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

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

In witness whereof the Grantor has signed this _____ day of _____, 20_____

X _____
Lower Platte South NRD

X _____
By:

X _____
Title

State of _____ **County of** _____

Before me, a notary public qualified for said county, personally came _____

_____ known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 20_____

Notary Public

My Commission Expires

29+00

+50

30+00

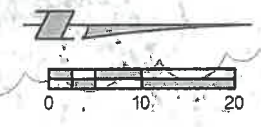
+50

31+00



LANCASTER COUNTY ENGINEERING	CULVERT NO. 22-29	SHEET NO. 41
Date: 03/14/2023	Drawn: -	TES
Horz. Scale: 1:20	Checked: PWK	
	Approved: BEM	

S. 1/2, NE. 1/4, SEC. 3, T12N, R5E



TRACT 1
LOWER PLATTE SOUTH N.R.D.
S 1/2, NE 1/4
PERM EASE = 0.05 AC

28+96.00
33.00' SL

30+08.00
57.00' SL

30+75.00
33.00' SL

N.W. 84TH STREET

SECTION LINE/CENTERLINE

133'

ROW

33'

ROW

UT

UT

UT

UT

UT

UT

UT

UT

28+50.00
33.00' SL

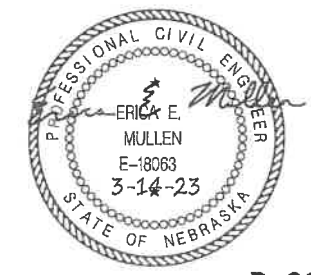
29+25.00
52.00' SL

TRACT 2
DAVID E. & ROSELETTA V. BARRY
SW 1/4, NW 1/4
PERM EASE = 0.09 AC

30+50.00
52.00' SL

31+50.00
33.00' SL

SW 1/4, NW 1/4, SEC. 2, T12N, R5E



D-027
RIGHT OF WAY

29+00

+50

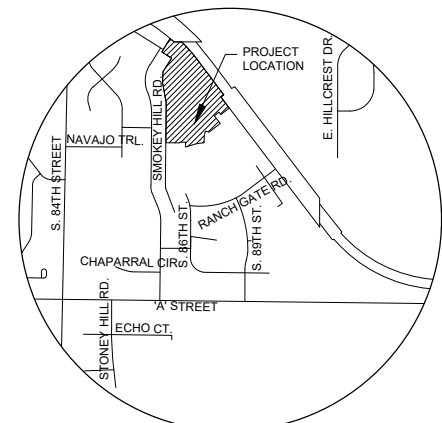
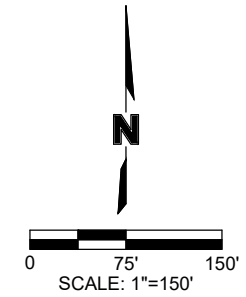
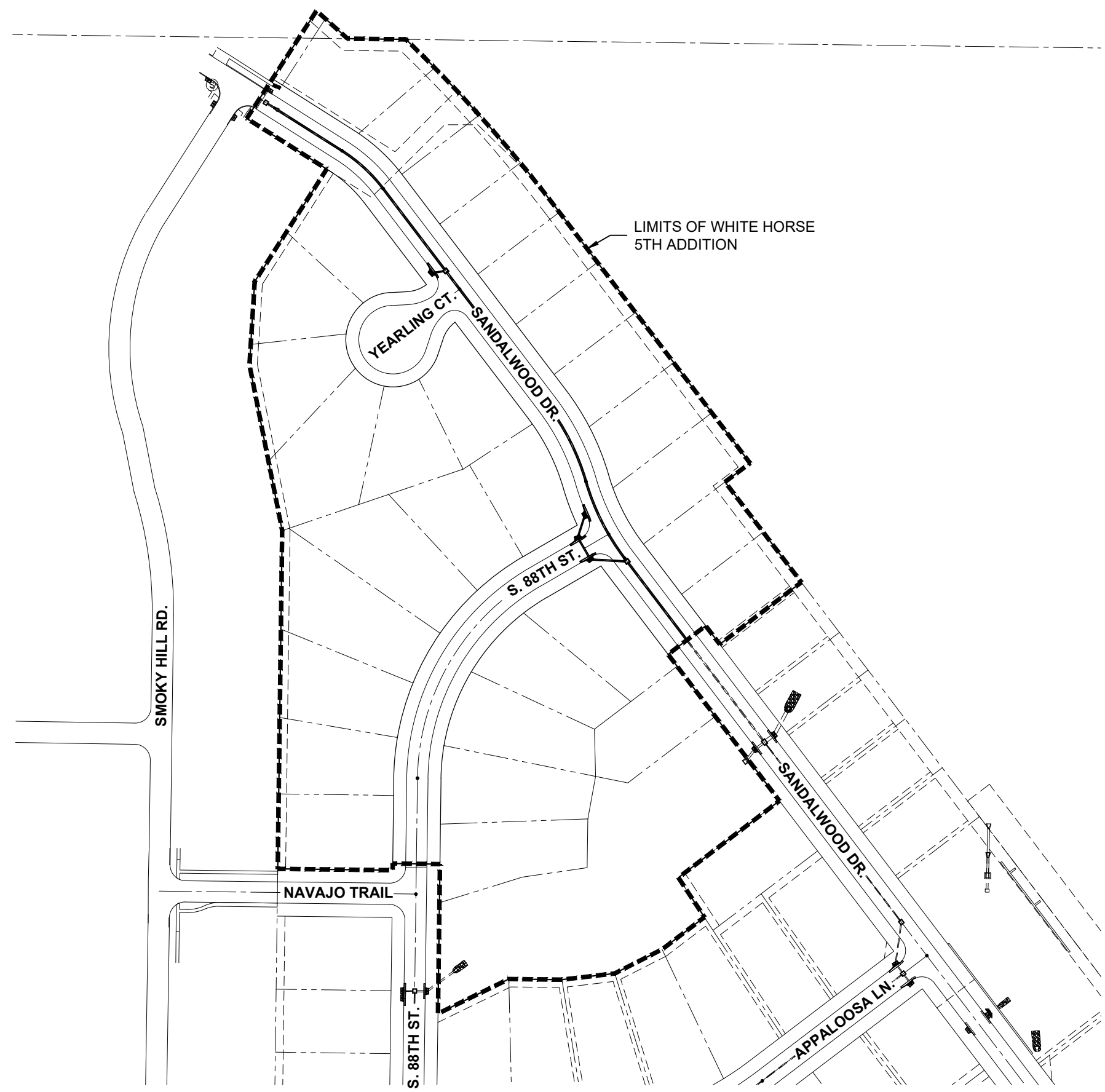
30+00

+50

31+00

WHITE HORSE 5TH ADDITION

STORM SEWER



VICINITY MAP

CONTROL POINTS

1. CAPPED REBAR IN POT
N:200593.2133, E:188332.0578
ELEV.=1323.10
2. CAPPED REBAR IN POT
N:200628.2358, E:188066.3982
ELEV.=1328.39
3. CAPPED REBAR IN POT
N:200265.6097, E:188212.8050
ELEV.=1327.56
4. CAPPED REBAR IN POT
N:200261.3719, E:188625.8262
ELEV.=1316.61

DIGGERS HOTLINE OF NEBRASKA
 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE,
 THE CONTRACTOR SHALL HAVE UNDERGROUND
 UTILITIES LOCATED AND MARKED BY CONTACTING THE
 DIGGERS HOTLINE OF NEBRASKA AT 1-800-331-5666.

QR CODE TO LINCOLN
 STANDARD PLANS



Civil Design Group, Inc.
 8535 EXECUTIVE WOODS DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civilg.com

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REVISIONS	
DATE	DESCRIPTION

EO ----	TC ----	2023
PUBLIC STORM SEWER COVER		
WHITE HORSE 5TH ADDITION		
LINCOLN, NEBRASKA		

drawn by: JDC
 checked by: DJR
 approved by: JDC
 project no. 2021-0258
 date: 5/18/2023

SHEET
1 OF 5

DWG: F:\PROJECTS\2021\0258\LAND\PLANNING\DESIGN\210258 STORM.DWG USER: JUSTIN CROW
 April 2, 2018

STORM SEWER GENERAL NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. ALL CONSTRUCTION SHALL MEET CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION AND LINCOLN STANDARD PLANS AS OF THE DATE THAT THESE PLANS WERE APPROVED.
3. ALL STATIONING AND DIMENSIONS ARE TO BE CENTERLINE FOR VAULT UNLESS OTHERWISE NOTED.
4. THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INLET THROAT AND CURB AND GUTTER UP TO THE CONCRETE INLET TOP.
5. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO DO THE FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
6. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE DEVELOPER'S ENGINEER OR CITY INSPECTOR AND DISCREPANCIES BETWEEN THEIR MEASUREMENTS AND THESE PLANS.
7. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
8. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
9. ALL SPOIL MATERIAL FROM UTILITY TRENCHING SHALL BE REMOVED FROM THE STREET ROW OR UTILITY EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE DEPOSITED WITHIN THE SITE DEVELOPMENT BOUNDARY IN AREAS DESIGNATED BY THE DEVELOPER'S ENGINEER. THE MATERIAL SHALL BE STOCKPILED OR SPREAD AS DIRECTED BY THE DEVELOPER'S ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR THE DISPOSAL OF SPOIL MATERIAL, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID FOR THE STORM SEWER PIPE.
10. CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENTION PLANS (SWPPP) PREPARED FOR WHITE HORSE 3RD ADDITION DURING CONSTRUCTION. AT A MINIMUM, THERE MUST BE A SITE INSPECTION IN ACCORDANCE WITH ONE OF THE TWO SCHEDULES LISTED BELOW
 - a. AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS, EXCLUDING NONBUSINESS HOURS
 - b. ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS OF THE OCCURRENCE OF A STORM EVENT OF 0.25 INCHES OR GREATER, OR THE OCCURRENCE OF RUNOFF FROM SNOWMELT SUFFICIENT TO CAUSE A DISCHARGE, EXCLUDING NONBUSINESS HOURS
 PAYMENT SHALL BE MADE ON A LUMP SUM BASIS FOR SWPPP INSPECTIONS.
11. CONTRACTOR SHALL REPAIR OR REPLACE EXISTING EROSION AND SEDIMENT CONTROL STRUCTURES IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION ACTIVITY IN THE AREA. PAYMENT SHALL BE MADE ON A LUMP SUM BASIS TO REMOVE AND REPLACE EROSION CONTROL STRUCTURES.
12. CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING IN ACCORDANCE WITH THE CITY OF LINCOLN STANDARD SPECIFICATIONS WHEN CONSTRUCTION ACTIVITY HAS BEEN HALTED OR IS PLANNED TO BE HALTED FOR MORE THAN 14 DAYS. PAYMENT SHALL BE MADE ON A PER ACRE BASIS FOR TEMPORARY SEEDING. FIELD VERIFICATION PRIOR TO PAYMENT SHALL BE MADE BY DEVELOPER'S ENGINEER.
13. ALL WORK IN THE PUBLIC RIGHT OF WAY, MUST HAVE A SITE SUPERVISOR/FIELD REPRESENTATIVE (S/FR), AS APPROVED BY THE CITY OF LINCOLN, ON THE WORK SITE AT ALL TIMES.
14. THE UTILITY CONTRACTOR MUST INSTALL THE CURB INLET PROTECTION IMMEDIATELY AFTER INLETS ARE CONSTRUCTED.

DWG: F:\PROJECTS\2021\2021-0258\LAND\PLANNING\DESIGN\210258 STORM.DWG USER: JUSTIN CROW DATE: April 7, 2018

STORM DRAINAGE SCHEDULE OF APPROXIMATE QUANTITIES

ITEM NO.	STANDARD ITEM DESCRIPTION	UNIT	QUANTITY
20.07001	CONC FOR COLLARS, ELBOWS, PLUGS & HDWLS	CY	1.1
20.07002	REINF STEEL FOR COLLARS, ELBOWS, PLUGS & HDWLS	LBS	122.0
21.03315	RCP STORM SEWER, CL III, 15"	LF	48
21.03318	RCP STORM SEWER, CL III, 18"	LF	79
21.03324	RCP STORM SEWER, CL III, 24"	LF	869
21.07015	STORM SEWER MH, 15" - 30"	EA	2
21.08002	CANTED STORM SEWER INLET, 72"	EA	4
21.12024	REM RC FES, 24"	EA	1
50.00001	REM RC PLUG, 24"	EA	1

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 8535 EXECUTIVE WOODS DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civilg.com



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REVISIONS

NO.	DATE	DESCRIPTION

EO ----	2022
TC ----	

GENERAL NOTES & QUANTITIES
 WHITE HORSE 5TH ADDITION
 LINCOLN, NEBRASKA

QR CODE TO LINCOLN STANDARD PLANS

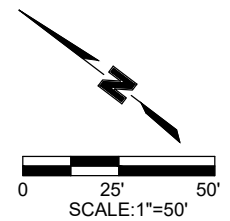
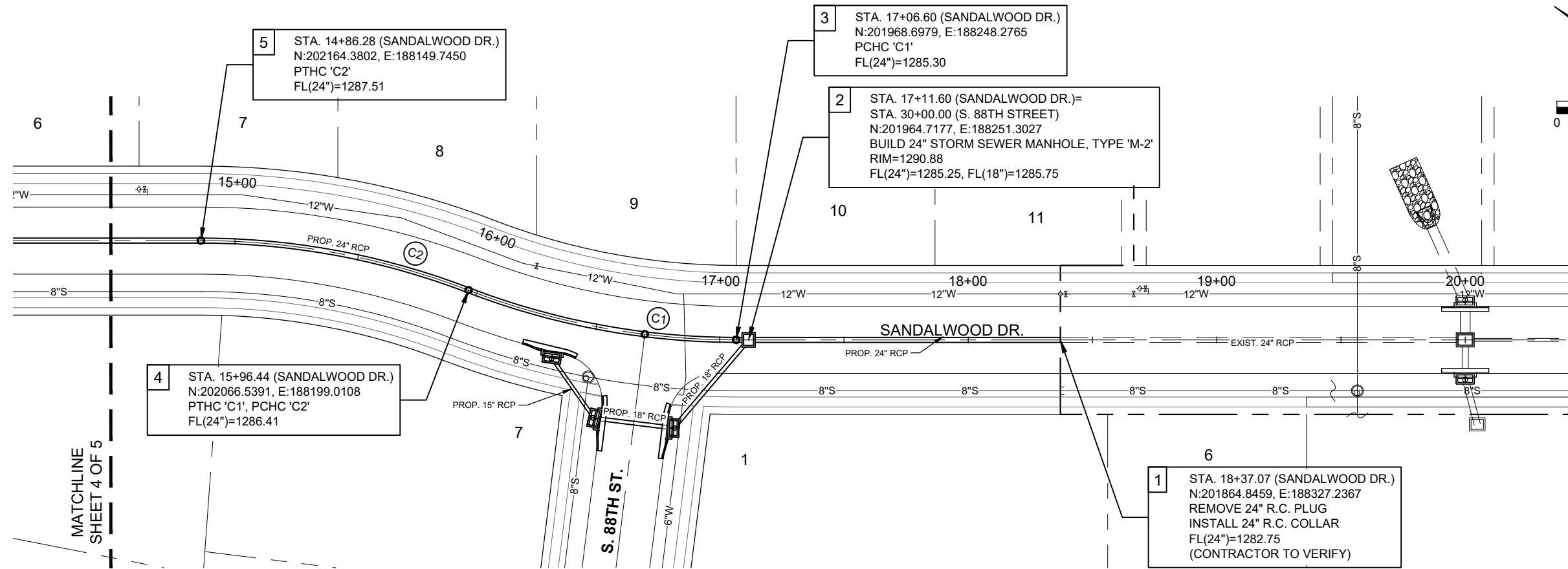


DIGGERS HOTLINE OF NEBRASKA
 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE, THE CONTRACTOR SHALL HAVE UNDERGROUND UTILITIES LOCATED AND MARKED BY CONTACTING THE DIGGERS HOTLINE OF NEBRASKA AT 1-800-331-5666.

drawn by: JDC
 checked by: DJR
 approved by: JDC
 project no. 2021-0258
 date: 3/24/2022

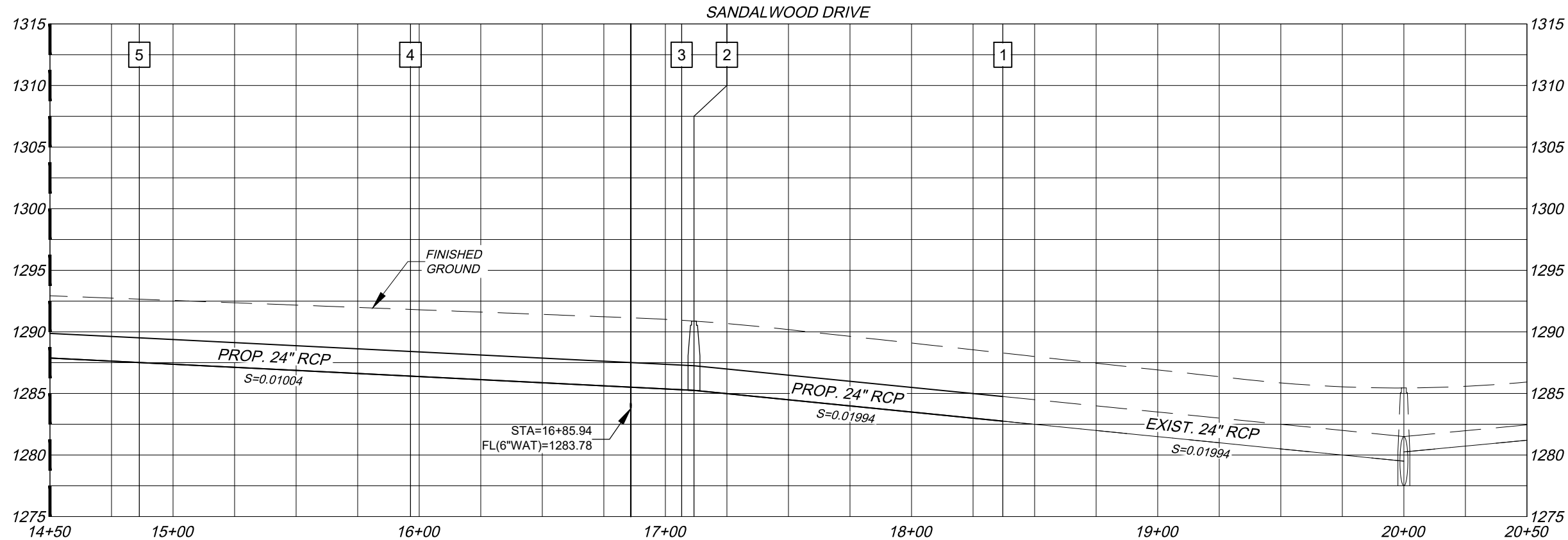
SHEET 2 OF 5

PCA ----



CURVE ID.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C1	21°02'22"	300.00	110.16	55.71	109.54
C2	21°02'22"	300.00	110.16	55.71	109.54

PROFILE SCALES:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'

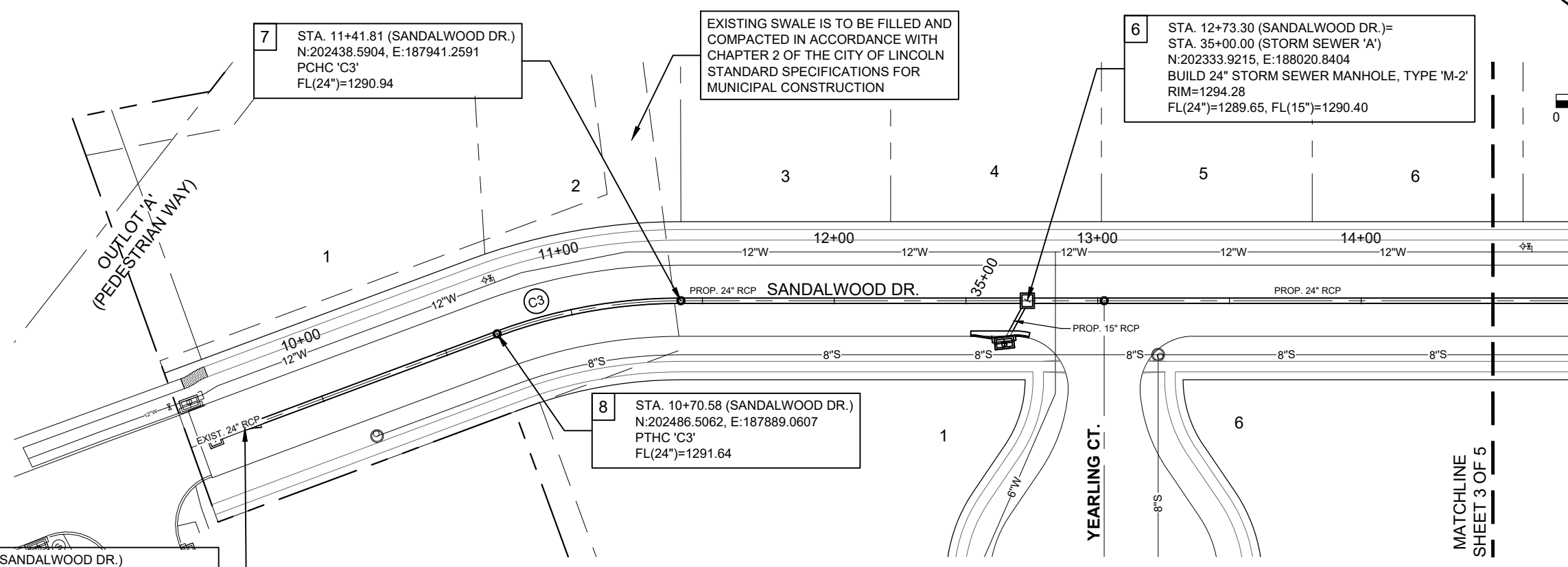


REVISIONS	DATE	DESCRIPTION

EO ----	TC ----	2022
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PLAN & PROFILE
WHITE HORSE 5TH
ADDITION
LINCOLN, NEBRASKA

drawn by: JDC
checked by: DJR
approved by: JDC
project no. 2021-0258
date: 3/24/2022



CURVE DATA TABLE					
CURVE ID.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C3	20°24'23"	200.00	71.23	36.00	70.86

9 STA. 9+68.45 (SANDALWOOD DR.)
 N:202541.1519, E:187802.7775
 REMOVE & SALVAGE 24" FLARED END SECTION
 INSTALL 24" R.C. COLLAR
 FL(24")=1292.65
 (CONTRACTOR TO VERIFY)

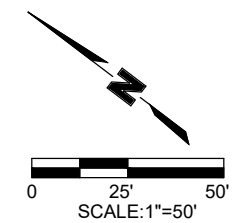
7 STA. 11+41.81 (SANDALWOOD DR.)
 N:202438.5904, E:187941.2591
 PCHC 'C3'
 FL(24")=1290.94

8 STA. 10+70.58 (SANDALWOOD DR.)
 N:202486.5062, E:187889.0607
 PTHC 'C3'
 FL(24")=1291.64

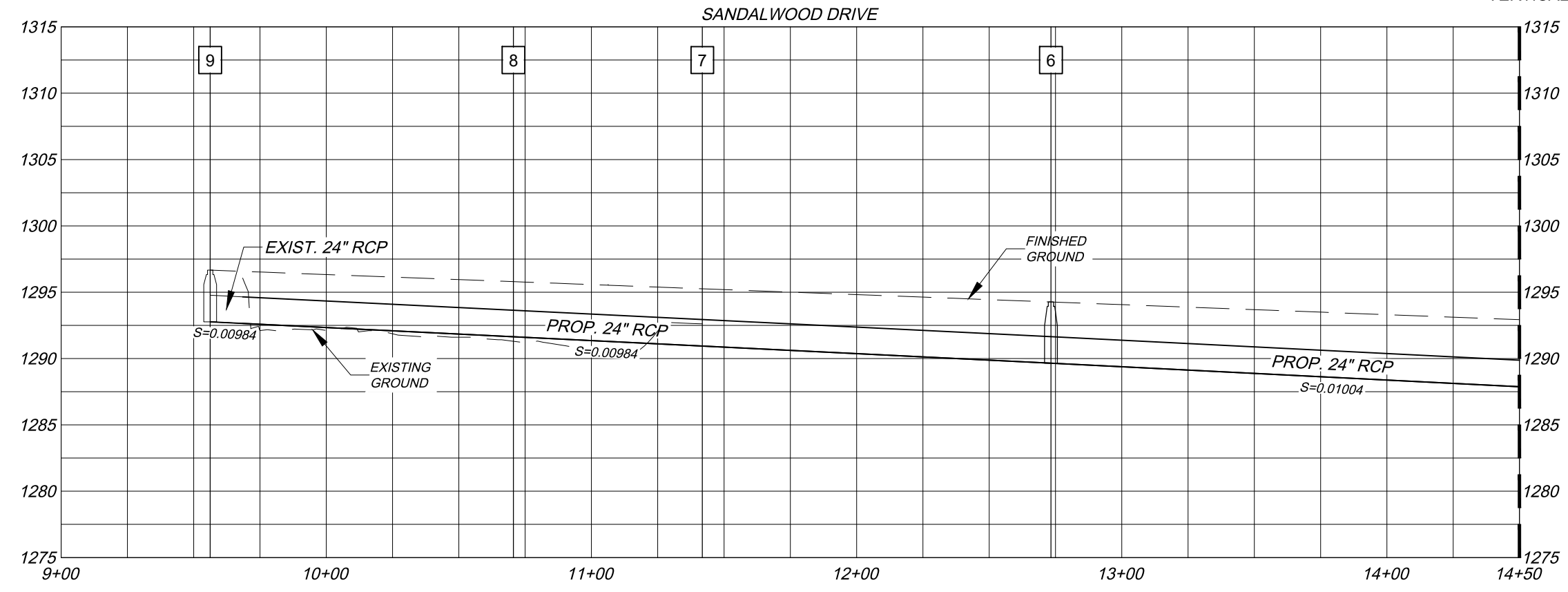
6 STA. 12+73.30 (SANDALWOOD DR.)=
 STA. 35+00.00 (STORM SEWER 'A')
 N:202333.9215, E:188020.8404
 BUILD 24" STORM SEWER MANHOLE, TYPE 'M-2'
 RIM=1294.28
 FL(24")=1289.65, FL(15")=1290.40

EXISTING SWALE IS TO BE FILLED AND
 COMPACTED IN ACCORDANCE WITH
 CHAPTER 2 OF THE CITY OF LINCOLN
 STANDARD SPECIFICATIONS FOR
 MUNICIPAL CONSTRUCTION

OUTLOT 'A'
 (PEDESTRIAN WAY)



PROFILE SCALES:
 HORIZONTAL: 1"=50'
 VERTICAL: 1"=10'



REVISIONS	
DATE	DESCRIPTION

EO ----	TC ----	2022
---------	---------	------

PLAN & PROFILE
 WHITE HORSE 5TH
 ADDITION
 LINCOLN, NEBRASKA

drawn by: JDC
 checked by: DJR
 approved by: JDC
 project no. 2021-0258
 date: 3/24/2022

**SHEET
 4 OF 5**

Civil Design Group, Inc.
 8535 EXECUTIVE WOODS DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civilgroup.com

CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

DWG: F:\PROJECTS\2021\0258\LAND\PLANNING\DESIGN\210258 STORM.DWG USER: JUSTIN CROW
 DATE: April 7, 2016

PCA ----

13 STA. 35+18.30 (STORM SEWER 'A')
 N:202331.1439, E:188002.7523
 BUILD 72" CANTED STORM SEWER INLET, TYPE 'A-2'
 TC=1294.42
 FL(15")=1290.60

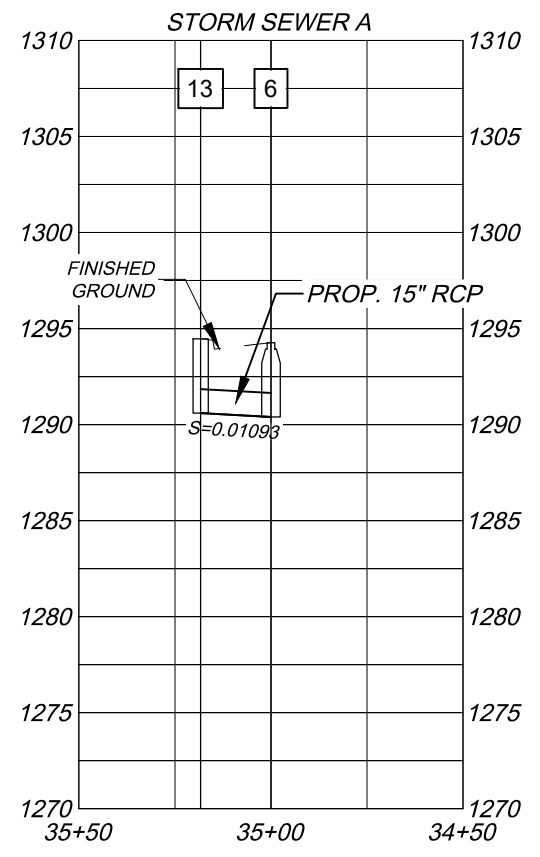
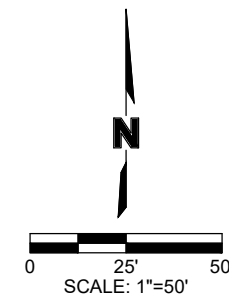
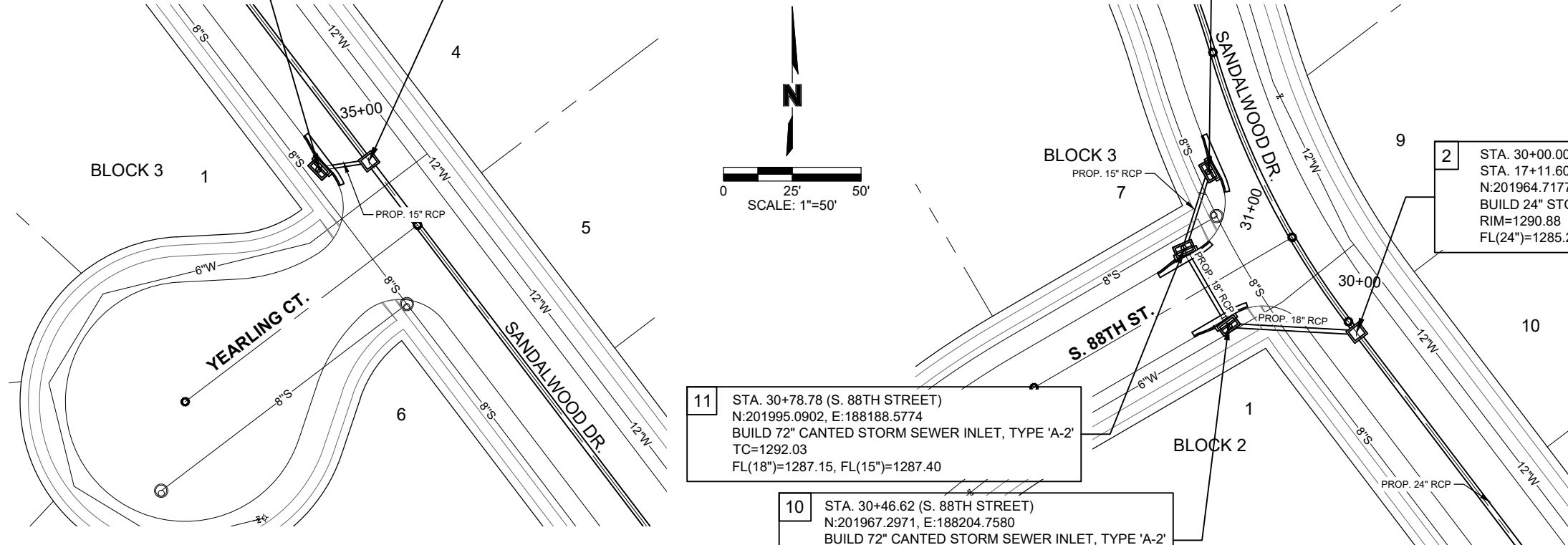
6 STA. 35+00.00 (STORM SEWER 'A')=
 STA. 12+73.30 (SANDALWOOD DRIVE)
 N:202333.9215, E:188020.8404
 BUILD 24" STORM SEWER MANHOLE, TYPE 'M-2'
 RIM=1294.28
 FL(24")=1289.65, FL(15")=1290.40

12 STA. 31+08.50 (S. 88TH STREET)
 N:202023.4040, E:188197.6220
 BUILD 72" CANTED STORM SEWER INLET, TYPE 'A-2'
 TC=1291.61
 FL(15")=1288.00

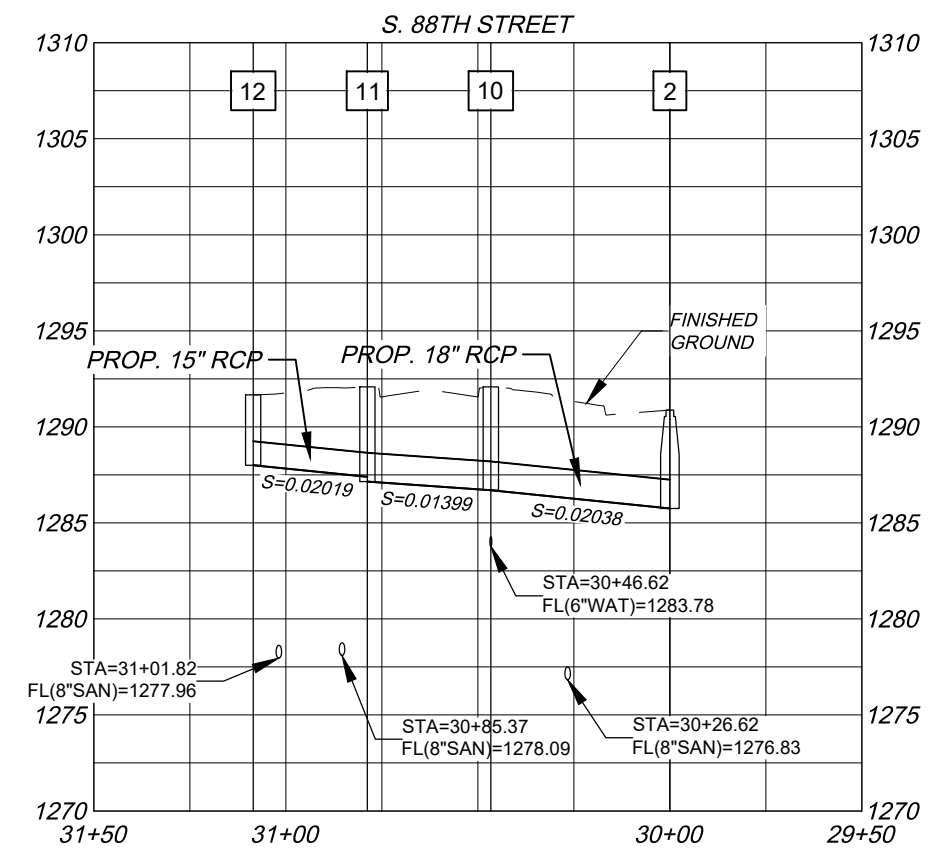
2 STA. 30+00.00 (S. 88TH STREET)=
 STA. 17+11.60 (SANDALWOOD DRIVE)
 N:201964.7177, E:188251.3027
 BUILD 24" STORM SEWER MANHOLE, TYPE 'M-2'
 RIM=1290.88
 FL(24")=1285.25, FL(18")=1285.75

11 STA. 30+78.78 (S. 88TH STREET)
 N:201995.0902, E:188188.5774
 BUILD 72" CANTED STORM SEWER INLET, TYPE 'A-2'
 TC=1292.03
 FL(18")=1287.15, FL(15")=1287.40

10 STA. 30+46.62 (S. 88TH STREET)
 N:201967.2971, E:188204.7580
 BUILD 72" CANTED STORM SEWER INLET, TYPE 'A-2'
 TC=1292.03
 FL(18")=1286.70



PROFILE SCALES:
 HORIZONTAL: 1"=50'
 VERTICAL: 1"=10'



REVISIONS

NO.	DATE	DESCRIPTION

EO ----	TC ----	2022
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PLAN & PROFILE
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SHEET
 5 OF 5

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT



3125 PORTIA STREET
P.O. BOX 83581 · LINCOLN, NE 68501-3581
(402) 476-2729 · FAX (402) 476-6454
www.lpsnrd.org

TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator *Dan*

DATE: June 12, 2013

SUBJECT: Request Initiate Right of Way Acquisition Process – MoPac East Trail & Marsh Wren

The Recreation, Forestry and Wildlife Subcommittee will meet prior to the Board of Directors Meeting next week and have two items on the agenda. The first item is to consider acquiring right-of-way to complete a drainage repair project on the MoPac East Trail east of the 84th Street Trailhead (see attached maps). The drainage project entails construction of a drainage swale on private property channeling storm water runoff from a housing development and adjacent crop ground so it flows onto the District's property parallel to the trail surface to an existing drainage structure underneath the trail surface. This would alleviate the storm water from running across the trail surface and damaging the surface. A temporary easement would be acquired for construction and a permanent easement for the constructed channel (this easement would be released when this area is developed and the storm sewer is extended).

Staff recommends **The Board of Directors authorize staff to initiate the right of way acquisition for the MoPac East Drainage Repair Project.**

The second item to be considered is acquiring right-of-way to the Marsh Wren Saline Wetland. When the property was acquired from the Board of Educational Lands & Funds the tenant on the property was the Nebraska Hunt Club. The District agreed to continue leasing the property to the Hunt Club to allow them time to relocate to another property. The Hunt Club's access to the property was an annual arrangement with the adjoining land owner (see map access drive possibility #1). The Hunt Clubs lease with the District expires at the end of the year. The District needs to secure an access easement to the property and the attached map shows two possibilities.

Staff recommends **The Board of Directors authorize staff to initiate the right of way acquisition for access to Marsh Wren Saline Wetland.**



LOWER PLATTE SOUTH NRD
3125 PORTIA ST
PO BOX 83581
LINCOLN, NE 68501

Inst # 2014031244 Fri Aug 15 11:57:06 CDT 2014
Filing Fee \$48.00
Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 7

EASEMENT

For and in consideration of \$9,990.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **JACK A. HERBERT**, Trustee, **MARIE A. HERBERT**, Trustee, **GLEN E. HERBERT**, Trustee, **INEZ M. HERBERT**, Trustee, hereinafter referred to in this Easement as "the Grantors" do hereby grant, bargain, sell, convey, and release unto **the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia Street, P. O. Box 83581, Lincoln, Nebraska 68501, referred to in this Easement as "the Grantee" and its successor and assigns, a perpetual easement in, over, and upon a 0.36 acre tract of real estate, more or less, located in Lancaster County, Nebraska, as legally described on Exhibit "A" attached hereto and incorporated in this Easement by this reference.

This Easement is granted for the purpose of and in connection with the reconstruction of and operation and maintenance of a drainage swale to channel storm water runoff from the nearby housing development and adjacent crop ground to allow flow onto the Grantee's property parallel to the Mopac East Trail surface to an existing drainage structure underneath the trail surface, all as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

The rights and privileges herein granted shall be subject to the following terms and conditions:

1. Except as otherwise provided herein, the consideration recited herein shall constitute payment in full for all damages sustained or to be sustained by the Grantors by reason of the exercise of the rights and privileges granted to the Grantee.
2. If the Grantor suffers crop damage as a result of the Grantee's exercise of the rights and privileged granted herein, Grantee agrees to pay for such crop damage as determined by agreement between Grantor and Grantee. If the Grantor and Grantee cannot agree, Grantor may sue Grantee for such damage.
3. This Easement shall include the right of ingress and egress over and upon the easement area described on Exhibit "A" and shown on Exhibit "B."
4. Grantors shall not construct, operate, occupy, maintain, or locate any structure, whether temporary or permanent, on the land described in Exhibit "A" and shown on Exhibit "B."
5. Grantors reserves the right and privilege to use the easement area described in Exhibit "A" and shown on Exhibit "B" at any time, and in any manner, and for any purpose which is not inconsistent with the full use and enjoyment of the Grantee, its successors and assigns, of the rights and privileges granted in this Easement.
6. This Easement shall not pass, nor shall the same be construed to pass, to the Grantee fee simple interest or title to the real property described in Exhibit "A" and shown on Exhibit "B."

ORIG LOP \$-40

7. This Easement shall be binding upon the parties hereto, and their respective heirs, personal representatives, successors and assigns.
8. Grantors shall be solely responsible for payment of all taxes and assessments levied against the land described on Exhibit "A" and shown on Exhibit "B".
9. Grantors warrant and represent that they have good and sufficient legal title to the land described in Exhibit "A" and shown on Exhibit "B." Grantors agree at any time upon the request of Grantee, to obtain a subordination agreement from any person or entity that has an interest or lien superior to the interest of Grantee.
10. Grantors warrant and represent that they have the sole and exclusive right to grant this Easement, and that there are no tenants or other persons in possession of the real property describe on Exhibit "A" and shown on Exhibit "B" or any part thereof or any other person or entity that need join in this Easement in order for Grantee to fully enjoy the rights and privileges granted by this Easement.
- * 11. At such time as the Grantor determines to develop the property adjacent to and over the easement area, Grantor shall present to Grantee an engineered drainage plan that provides for storm water runoff from the planned housing development and adjacent crop land; thereafter Grantee and Grantor will discuss and develop any changes or adjustments believed necessary until they achieve a mutually acceptable drainage plan; thereafter Grantee will grant Grantor a temporary release of the easement that will be made permanent when the drainage plan has been constructed and completed in accordance with the mutually acceptable plan.

TO HAVE AND TO HOLD the land described in Exhibit "A" and shown on Exhibit "B" in this with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors has executed this instrument on the 28 day of June, 2014.

GRANTORS:

JACK A. HERBERT, Trustee

Jack A. Herbert, Trustee

MARIE A. HERBERT, Trustee

Marie A. Herbert, Trustee

GLEN E. HERBERT, Trustee

Glen E. Herbert, Trustee

INEZ M. HERBERT, Trustee

Inez M. Herbert, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 28 day of June, 2014, a notary public in and for the County and State, personally came Jack A. Herbert, Trustee, to me personally known to be identical person whose name is affixed to the above Easement and acknowledge the execution of the same to be his voluntary act and deed.

Witness my hand and notary seal the day and year last above written.



Shane Bernt
Notary Public

My Commission expires: 2-21-2018

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 28 day of June, 2014, a notary public in and for the County and State, personally came Marie A. Herbert, Trustee to me personally known to be identical person whose name is affixed to the above Easement and acknowledge the execution of the same to be his voluntary act and deed.

Witness my hand and notary seal the day and year last above written.



Shane Bernt
Notary Public

My Commission expires: 2-21-2018

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 26 day of June, 2014, a notary public in and for the County and State, personally came Glen E. Herbert, Trustee, to me personally known to be identical person whose name is affixed to the above Easement and acknowledge the execution of the same to be his voluntary act and deed.

Witness my hand and notary seal the day and year last above written.



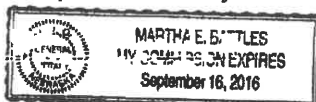
Martha E. Battles
Notary Public

My Commission expires: 9-16-16

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 26 day of June, 2014, a notary public in and for the County and State, personally came Inez M. Herbert, Trustee, to me personally known to be identical person whose name is affixed to the above Easement and acknowledge the execution of the same to be his voluntary act and deed.

Witness my hand and notary seal the day and year last above written.



Martha E. Battles
Notary Public

My Commission expires: 9-16-16

Legal Description

THAT PORTION OF LOT 30 WHICH LIES IN THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

Proposed Permanent Easement

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF LOT 1, BLOCK 4, HERBERT BROS. INDIAN HILLS 1ST ADDITION AS PLATTED IN THE CITY OF LINCOLN; THENCE N32°39'12"E (ASSUMED BEARING) ON THE EASTERLY LINE OF SAID HERBERT BROS. INDIAN HILLS 1ST ADDITION, A DISTANCE OF 65.00 FEET; THENCE S57°43'51"E, PARALLEL WITH AND 65.00 FEET DISTANT FROM THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 181.10 FEET; THENCE N45°13'13"E, A DISTANCE OF 110.13 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FORMER MISSOURI RAILROAD; THENCE SOUTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 1860.08 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 150.92 FEET, THE CHORD OF SAID CURVE BEARS S40°57'55"E, 150.88 FEET; THENCE N45°26'09"W, A DISTANCE OF 100.89 FEET; THENCE S89°53'32"W, A DISTANCE OF 42.18 FEET; THENCE S45°13'13"W, A DISTANCE OF 131.03 FEET TO THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE N57°43'51"W ON SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 67.05 FEET TO THE EASTERLY CORNER OF SAID LOT 1; THENCE N57°43'51"W ON SAID NORTHEASTERLY LINE, A DISTANCE OF 120.06 FEET TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES, MORE OR LESS

Proposed Temporary Construction Easement #1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHERLY CORNER OF LOT 1, BLOCK 4, HERBERT BROS. INDIAN HILLS 1ST ADDITION AS PLATTED IN THE CITY OF LINCOLN; THENCE N32°39'12"E (ASSUMED BEARING) ON THE EASTERLY LINE OF SAID HERBERT BROS. INDIAN HILLS 1ST ADDITION, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE S57°43'51"E, PARALLEL WITH AND 65.00 FEET DISTANT FROM THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 181.10 FEET; THENCE N45°13'13"E, A DISTANCE OF 110.13 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FORMER MISSOURI RAILROAD; THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 1860.08 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 91.15 FEET TO THE NORTH LINE OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS N44°41'37"W, 91.14 FEET; THENCE S45°13'13"W, A DISTANCE OF 100.44 FEET; THENCE N57°43'51"W, PARALLEL WITH AND 95.00 FEET DISTANT FROM THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 94.28 FEET

TO THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 1 OF SAID HERBERT BROS. INDIAN HILLS 1ST ADDITION; THENCE S32°39'12"W ON SAID SOUTHEASTERLY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING , CONTAINING 0.31 ACRES, MORE OR LESS

Proposed Temporary Construction Easement #2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHERLY CORNER OF LOT 1, BLOCK 4, HERBERT BROS. INDIAN HILLS 1ST ADDITION AS PLATTED IN THE CITY OF LINCOLN; THENCE N32°39'12"E (ASSUMED BEARING) ON THE EASTERLY LINE OF SAID HERBERT BROS. INDIAN HILLS 1ST ADDITION, A DISTANCE OF 65.00 FEET; THENCE S57°43'51"E, PARALLEL WITH AND 65.00 FEET DISTANT FROM THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 181.10 FEET; THENCE N45°13'13"E, A DISTANCE OF 110.13 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE FORMER MISSOURI RAILROAD; THENCE SOUTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 1860.08 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 150.92 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS S40°57'55"E, 150.88 FEET; THENCE N45°26'09"W, A DISTANCE OF 100.89 FEET; THENCE S89°53'32"W, A DISTANCE OF 6.35 FEET; THENCE S37°14'26"E, A DISTANCE OF 149.15 FEET; THENCE N52°45'34"E, PERPENDICULAR TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S37°14'26"E, PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE N52°45'34"E, PERPENDICULAR TO SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE N37°14'26"W ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE CONTINUING NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 1860.08 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 45.45 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS N37°56'27"W, 45.46 FEET, CONTAINING 0.07 ACRES, MORE OR LESS



max

Return to: John C. Hahn, Wolfe Snowden, 1248 "O" St., Ste. 800, Lincoln, NE 68508

WARRANTY DEED

INEZ M. HERBERT, TRUSTEE of the INEZ M. HERBERT TRUST, JOHN D. HERBERT and ANGELA J. HERBERT, Husband and Wife, and LYNN M. NASH, a/k/a LYNNE M. NASH, a single person, GRANTORS, in consideration of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION convey to GRANTEE, BLUE ROCK INVESTMENTS, LLC, a Nebraska limited liability company, the following described real estate (as defined in NEB.REV.STAT. Section 76-201):

See Schedule "A" attached hereto and incorporated herein by this reference.

GRANTORS covenant (jointly and severally, if more than one) with GRANTEE that GRANTORS:

- (1) are lawfully seised of such real estate and that it is free from encumbrances, except covenants, easements and restrictions of record, if any;
- (2) have legal power and lawful authority to convey the same;
- (3) warrant and will defend title to the real estate against the lawful claims of all persons.

Executed this 7th day of December, 2016.

Inez M. Herbert
INEZ M. HERBERT, TRUSTEE OF THE
INEZ M. HERBERT TRUST

John D. Herbert
JOHN D. HERBERT

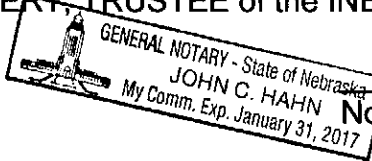
Lynn M. Nash
LYNN M. NASH, a/k/a LYNNE M. NASH

Angela J. Herbert
ANGELA J. HERBERT

Chg W/O #59900

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on December 7, 2016, by INEZ M. HERBERT, TRUSTEE of the INEZ M. HERBERT TRUST.

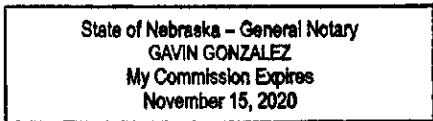


[Signature]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on December 7, 2016, by JOHN D. HERBERT and ANGELA J. HERBERT, Husband and Wife.

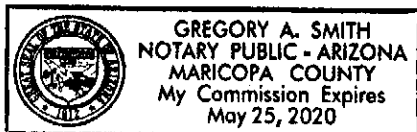


[Signature]

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

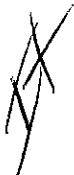
The foregoing instrument was acknowledged before me on December ¹⁹~~7~~, 2016, by LYNN M. NASH, a/k/a LYNNE M. NASH, a single person.



[Signature]

Notary Public

SCHEDULE "A"

 An undivided one-half interest in Lot Thirty (30) in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska.



Prepared by & Return to: John C. Hahn Wolfe, Snowden, Hurd, Luers & Ahl, LLP
Wells Fargo Center, 1248 O Street, Suite 800, Lincoln, NE 68508

WARRANTY DEED

PAMELA M. BARGER and RANDALL BARGER, Husband and Wife, VICKI A. COX and JAMES H. COX, Husband and Wife, and KATHLEEN S. DRWAL and KENNETH J. DRWAL, Husband and Wife, GRANTORS, in consideration of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION convey to GRANTEE, HERBERT DEVELOPMENT, INC., a Nebraska Corporation, an undivided one-half (1/2) interest in and to the following described real estate in Lancaster County, Nebraska (as defined in NEB. REV. STAT. §76-201):

Lot Thirty (30) in the Southwest Quarter (SW¹/₄) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska.

GRANTORS covenant (jointly and severally, if more than one) with GRANTEES that GRANTORS:

- (1) are lawfully seised of such real estate and that it is free from encumbrances, except covenants, easements and restrictions of record, if any;
- (2) have legal power and lawful authority to convey the same;
- (3) warrant and will defend title to the real estate against the lawful claims of all persons.

Executed this 4th day of June, 2017.

Pamela M. Barger
PAMELA M. BARGER

Randall Barger
RANDALL BARGER

Vicki A. Cox
VICKI A. COX

James H. Cox
JAMES H. COX

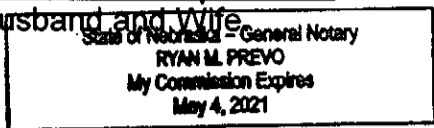
Kathleen S. Drwal
KATHLEEN S. DRWAL

Kenneth J. Drwal
KENNETH J. DRWAL

Chg Wdr & Doc

STATE OF NEBRASKA)
)
COUNTY OF Lancaster) ss.

The foregoing instrument was acknowledged before me on June 12, 2017, by PAMELA M. BARGER and RANDALL BARGER, Husband and Wife.



Ryan M. Prevo
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF Lancaster) ss.

The foregoing instrument was acknowledged before me on June 4, 2017, by VICKI A. COX and JAMES H. COX, Husband and Wife.



Lenette N. Schwinn
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me on May 31, 2017, by KATHLEEN S. DRWAL and KENNETH J. DRWAL, Husband and Wife.



Carlton A. Hilliard III
Notary Public

TEMPORARY RELEASE OF EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, hereinafter referred to as "Grantee," hereby temporarily releases the easement, as described and shown on Exhibit "A," attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Easement," to **BLUE ROCK INVESTMENTS, LLC**, and **HERBERT DEVELOPMENT, INC.**, hereinafter referred to as "Owners," and successors in interest to the original owners of the dominant estate to which the Easement is appurtenant.

The Owners have shown that the dominant estate is ready for development and therefore pursuant to Paragraph No.11 of the Easement, the Grantee is required to temporarily release the Easement. Once a drainage plan has been mutually agreed to by the Grantee and the Owners, pursuant to Paragraph No. 11 of the Easement, and construction related to said drainage plan has been completed, Owners shall notify Grantee in writing of such completion. If Grantee agrees that construction has been completed, the Easement shall be permanently released by Grantee, pursuant to Paragraph No. 11 of the Easement.

IN WITNESS WHEREOF, the parties have executed this Release of Temporary Construction Easement.

Owners:

JOHN D. HERBERT, Authorized Member of BLUE
ROCK INVESTMENTS, LLC,

KATHLEEN S. DRWAL, President of HERBERT
DEVELOPMENT, INC.,

GRANTEE:

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT,

BY:

Paul Zillig, General Manager