



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: September 13, 2024

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, September 12th, 2024, at 5:01 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present: Christine Lamberty- Chair, Anthony Schutz, John Yoakum, Seth Hawkins, and Ray Stevens. Other attendees were Mike Sousek, David Potter, Aaron Clare, and Will Inselman. Director Bob Andersen was also in attendance, as well as a member of the public representing The Preserve Owners Association.

The first item on the agenda was the consideration of a temporary construction easement for the construction of a water main on the MoPac Trail at 202nd Street, with the Sanitary and Improvement District No. 12 of Cass County. The Sanitary and Improvement District (SID) No. 12 of Cass County has requested a temporary construction easement for the construction of a water main under the MoPac Trail. The water main would be installed perpendicular to the MoPac trail immediately west of the intersection of 202nd Street and MoPac trail. The NRD has multiple locations along the MoPac Trail where utilities intersect or parallel the trail. Staff have relayed to the SID that they would need to communicate with the NRD when construction would begin so that the NRD may notify the public of any trail disturbance or closure. Staff indicated that they do not expect the trail to be closed during the installation.

It was moved by Stevens, seconded by Hawkins and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign a temporary construction easement on the MoPac Trail near 202nd Street for the construction of a water main with the Sanitary and Improvement District No.12 of Cass County.

Motion Passed: 5-0

The second item on the agenda was the consideration of a permanent easement with the Village of Eagle and Sanitary and Improvement District No. 12 of Cass County for the water main mentioned in item one. The permanent easement would be for the use, construction, repair, maintenance, replacement and renewal of a water main. The water main would be installed at least 60 inches below ground level. The existence of the water main would not have any impact on trail use. At the completion of the construction of the project by SID No. 12, the Village of Eagle will be the owner/operator of the water main. Staff do not have any concerns about the permanent easement. The NRD has granted multiple utility easements in the past along the MoPac Trail

corridor. It was noted that the Village of Eagle owns the parcel on the north side of the proposed easement where their water tower is situated.

It was moved by Stevens, seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign a permanent easement on the MoPac Trail near 202nd Street for the construction, maintenance, replacement, and renewal of a water main with the Village of Eagle and the Sanitary and Improvement District No.12 of Cass County.

Motion Passed: 5-0

The third item on the agenda was the consideration of a Community Forestry Application from The Preserve Owners Association. The Preserve HOA proposes planting 21 conifer and 5 deciduous trees in their neighborhood to replace those that have died from EAB, pine wilt, or tip blight. The project will cost \$13,085.00 (\$10,485 for trees, \$2,600 for planting). The Preserve HOA is requesting \$6,542.50 from the LPSNRD which is 50% of the total project cost. Per the program guidelines, HOA's are allowed to request up to 50% cost share of the total project cost from the NRD. Staff answered trees about the locations of the planted trees. It was acknowledged that the trees would be planted in "commons" areas. Staff also indicated that the NRD had accepted two previous applications from The Preserve through the Community Forestry program.

It was moved by Yoakum, seconded by Stevens and approved to recommend the Lower Platte South NRD Board of Directors approve the Community Forestry application from The Preserve Owners Association with a total project cost of \$13,085.00, with the NRD share not to exceed \$6,542.50

Motion Passed: 4-1 (Hawkins voting NO)

The last item on the agenda was the consideration of the Recreation, Forestry, and Wildlife FY25 LRIP measurable goals. Staff presented the updated 12-month review of FY24 measurable goals to the subcommittee and provided the updated goals. Staff provided updated goals for a couple sections to reflect projects to be completed in FY25. There were no questions from the subcommittee.

It was moved by Yoakum, seconded by Stevens and unanimously approved to submit the Recreation, Forestry, and Wildlife FY25 LRIP measurable goals to the Finance and Planning Subcommittee to be included in the FY25 LRIP.

Motion Passed: 5-0

Last on the agenda were staff updates. Reports/updates: Staff provided an update on the closing of the Next To Nine Mile Prairie, LLC conservation easement.

Meeting adjourned at 5:22 p.m.

PC: RF&W subcommittee file

AFTER RECORDING RETURN TO:

Martin P. Pelster, Esq.
CROKER HUCK LAW FIRM
2120 S 72 Street, Suite 1200
Omaha, NE 68124

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, with offices at 3125 Portia Street, Lincoln, Nebraska, hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 12 OF CASS COUNTY, NEBRASKA**, hereinafter referred to as GRANTEE, and to its successors and assigns, a temporary construction easement (the "Temporary Easement") for the right to enter upon and use for working space for the construction of a water main, the parcel of land described on Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Temporary Easement Area").

It is further agreed by GRANTOR and GRANTEE as follows:

1. This Temporary Easement runs with the land and shall terminate thirty (30) days after full completion of construction of the water main, but in any event not later than one (1) year from the date of execution of this Easement.
2. This Temporary Easement is granted upon the condition that the GRANTEE will remove or cause to be removed only such presently existing improvements thereon including, but not limited to crops, vines, gardens and lawns within the Temporary Easement Area, as the GRANTEE deems strictly necessary for construction of the water main.
3. The GRANTEE shall, at its cost and expense, remove any and all materials, debris, and equipment used in connection with construction of the water main. This Temporary Easement is

also for the benefit of any contractor, agent, employee, public utility company and representative of the GRANTEE acting on behalf of GRANTEE in connection with construction of the water main.

4. GRANTEE shall coordinate with GRANTOR throughout the construction process under this Temporary Easement, including notifying GRANTOR of the date of commencement of construction activities at least thirty (30) days in advance to facilitate public notice of closure of the trail premises.

5. Any employees or other persons acting on behalf of the GRANTEE under the authority granted in this Temporary Easement shall be the employee(s) or independent contractor(s) of GRANTEE, as the case may be, and not the employee(s) or independent contractor(s) of GRANTOR.

6. GRANTOR and GRANTEE shall indemnify, defend and hold harmless each of the other, its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from acts or omissions conducted under the authority of this Temporary Easement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of either the GRANTOR or GRANTEE or their employees, or any directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable.

7. GRANTEE agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage for protection against claims arising out of performance of obligations and activities under this Temporary Easement caused by the negligent acts, errors or omissions for which GRANTEE is legally liable. GRANTOR shall be made an additional insured on Commercial General Liability insurance policy and a certificate of insurance referred to above will be furnished to GRANTOR prior to the commencement of work on the Agreement. GRANTEE shall waive subrogation on all insurance contracts.

8. This instrument contains the entire agreement of the parties; there are no other or different agreements or understandings. Neither party, in executing, delivering, or accepting this instrument, has relied upon promises, inducements, or representations of the other party or its agents or employees, except as are expressly set forth herein.

[Signature pages follow immediately]

IN WITNESS WHEREOF said GRANTOR for itself and its successors and assigns, has hereunto set its hand this _____ day of _____, 2024.

GRANTOR:

Lower Platte South Natural Resources District

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for said _____ County, personally came the above named _____ of the Lower Platte South Natural Resources District, and he/she acknowledged the execution of the above easement as his/her voluntary act and deed and the voluntary act and deed of said District.

Notary Public

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A 10.00 FEET WIDE TEMPORARY EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES OVER THAT PART OF TAX LOTS 1, 2, 3, 4 AND 9 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 09 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 00°36'05" EAST (BEARINGS REFERENCED TO THE CASS COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 475.28 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 TO THE NORTH RIGHT OF WAY LINE OF THE MOPAC TRAIL;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 2934.10 AND A LONG CHORD BEARING NORTH 87°20'09" WEST FOR 50.08 FEET) FOR AN ARC LENGTH OF 50.08 FEET ON SAID NORTH RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°36'05" EAST FOR 150.19 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE MOPAC TRAIL;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 2784.10 AND A LONG CHORD BEARING NORTH 87°46'41" WEST FOR 10.01 FEET) FOR AN ARC LENGTH OF 10.01 FEET ON SAID SOUTH RIGHT OF WAY LINE;

THENCE NORTH 00°36'05" WEST FOR 150.16 FEET TO THE NORTH RIGHT OF WAY LINE OF THE MOPAC TRAIL;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 2934.10 AND A LONG CHORD BEARING SOUTH 87°55'21" EAST FOR 10.01 FEET) FOR AN ARC LENGTH OF 10.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,502 SQUARE FEET.

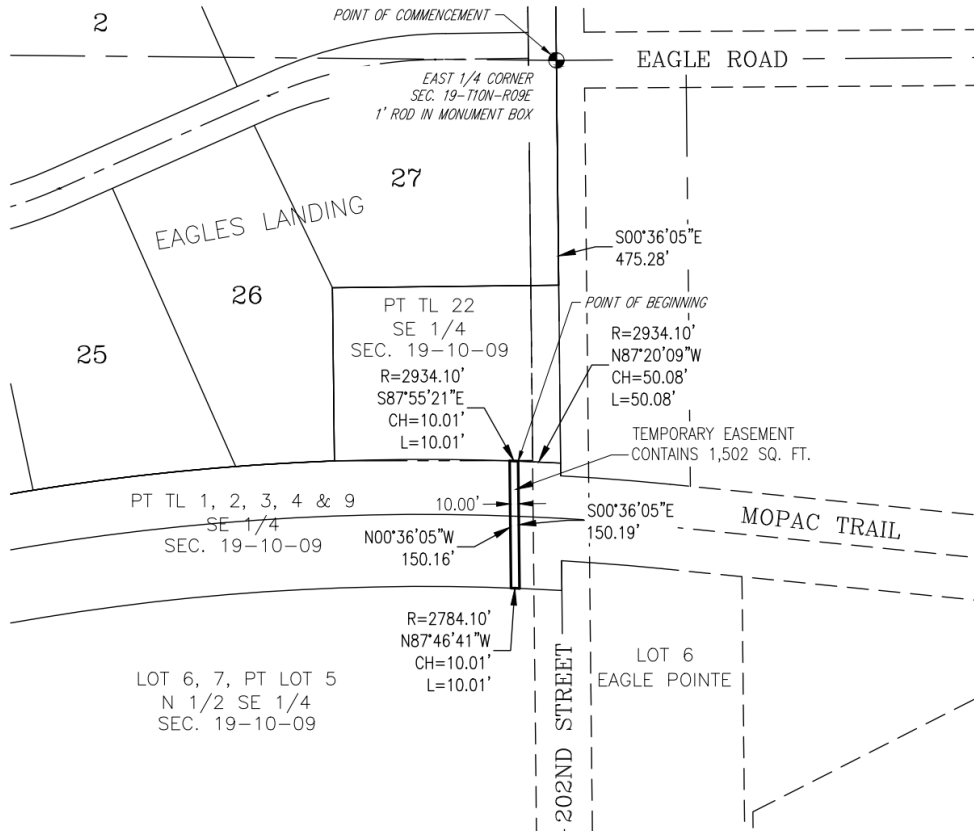


0 200'


SCALE: 1" = 200'
U.S. SURVEY FEET

LEGEND

-  EASEMENT LINE
-  LOT LINE
-  SECTION LINE
-  RIGHT OF WAY
-  SECTION CORNER



L:\Engineering\0121241 - McCune, Eoghan\SURVEY\DRAWINGS\EXHIBITS\0121241-EAS-04-TEMP.dwg, 7/24/2024, 8:42:08 AM, RACHEL RENNECKER, LAMP RYNEARSON

 LAMP RYNEARSON LAMP RYNEARSON.COM	OMAHA, NEBRASKA 14710 W. DODGE RD, STE. 100 (402) 498-2498 NE AUTH. NO. C640130	DESIGNER / DRAFTER WEK/RER	EASEMENT EXHIBIT
	FORT COLLINS, COLORADO 4715 INNOVATION DR., STE. 100 (970) 226-0342	REVIEWER BILL KNIGHT	
	KANSAS CITY, MISSOURI 9001 STATE LINE RD., STE. 200 (816) 361-0440 MO AUTH. NO. E-2013011903 LS-2010043127	PROJECT NUMBER 0121241	
		DATE 7/24/2024	
		SURFACE LOCATION	
		BOOK AND PAGE	

AFTER RECORDING RETURN TO:

MARTIN P. PELSTER, ESQ.
CROKER HUCK LAW FIRM
2120 S 72 ST STE 1200
OMAHA NE 68124

PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS:

THAT **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska, with offices at 3125 Portia Street, Lincoln, Nebraska (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **VILLAGE OF EAGLE, NEBRASKA** and **SANITARY AND IMPROVEMENT DISTRICT NO. 12 OF CASS COUNTY, NEBRASKA**, a Municipal corporation, (hereinafter collectively referred to as "Grantee"), their respective successors and assigns, a permanent easement over, under, on and across that real estate in Cass County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of this easement is for the use, construction, repair, maintenance, replacement and renewal of pipe line for the transmission of water and all appurtenances thereto including, without limitation, all necessary drain hydrants and concrete collars on valve manholes, round iron covers, roadway boxes, hydrants, pipeline markers and other related appurtenances, together with the right of ingress and egress to and from said premises. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of this easement.

By accepting and recording this permanent easement grant, said Grantee covenants and agrees as follows:

- To make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction of the pipe line in the way of damage to the trail surface, trees, grounds, or other improvements thereon, including crops, vines and gardens;
- To bury the pipe line to a depth of at least 60 inches below the surface of the ground;
- To not fence the premises, or install any appurtenances to the pipe line, which appear above grade or on the surface of the premises, unless such appurtenances are located 20 feet or more away from the trail surface;
- To construct the pipe line to meet or exceed all applicable codes and ordinances;
- To exercise due care and diligence at all time to avoid injury or damage to persons or property;
- To indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights of ingress and egress granted herein or by any wrongful or negligent acts or omissions of its agents or employees arising out of the construction, operation, repair, maintenance, relocation, substitution, replacement, removal, and inspection of the water line; and
- To promptly repair any breaks or leaks in the pipe line and repair any damage it shall cause to the premises.

Grantor reserves the right, following construction of said sewer and appurtenances thereto, to continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. Provided, however, that no building or other structure shall be built within the permanent easement area by Grantor, her successors or assigns, which will in any way interfere with Grantee's ability to perform its rights granted hereunder. The rights and obligations granted herein shall become the rights and obligations of any assignees upon assignment. This easement runs with the land.

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns, so long as the water line constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns. In the event the water line is abandoned, this easement shall automatically terminate without further notice.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said permanent water main easement; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto.

[Signature page follows on next page]

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the _____ day of _____, 2024.

GRANTOR:

Lower Platte South Natural Resources District

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, personally came the above named _____ of the Lower Platte South Natural Resources District, and he/she acknowledged the execution of the above easement as his/her voluntary act and deed and the voluntary act and deed of said District.

Notary Public

EASEMENT EXHIBIT

LEGAL DESCRIPTION

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES OVER THAT PART OF TAX LOTS 1, 2, 3, 4 AND 9 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 09 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;
 THENCE SOUTH 00°36'05" EAST (BEARINGS REFERENCED TO THE CASS COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 475.28 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 TO THE NORTH RIGHT OF WAY LINE OF THE MOPAC TRAIL;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 2934.10 AND A LONG CHORD BEARING NORTH 87°10'11" WEST FOR 33.06 FEET) FOR AN ARC LENGTH OF 33.06 FEET ON SAID NORTH RIGHT OF WAY LINE TO WEST RIGHT OF WAY LINE OF 202ND STREET, AND THE TRUE POINT OF BEGINNING;

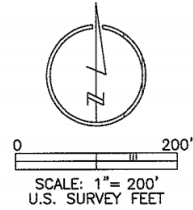
THENCE SOUTH 00°36'05" EAST FOR 150.23 FEET ON SAID WEST RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF THE MOPAC TRAIL;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 2784.10 AND A LONG CHORD BEARING NORTH 87°30'00" WEST FOR 17.02 FEET) FOR AN ARC LENGTH OF 17.02 FEET ON SAID SOUTH RIGHT OF WAY LINE;






THENCE NORTH 00°36'05" WEST FOR 150.19 FEET TO THE NORTH RIGHT OF WAY LINE OF THE MOPAC TRAIL;

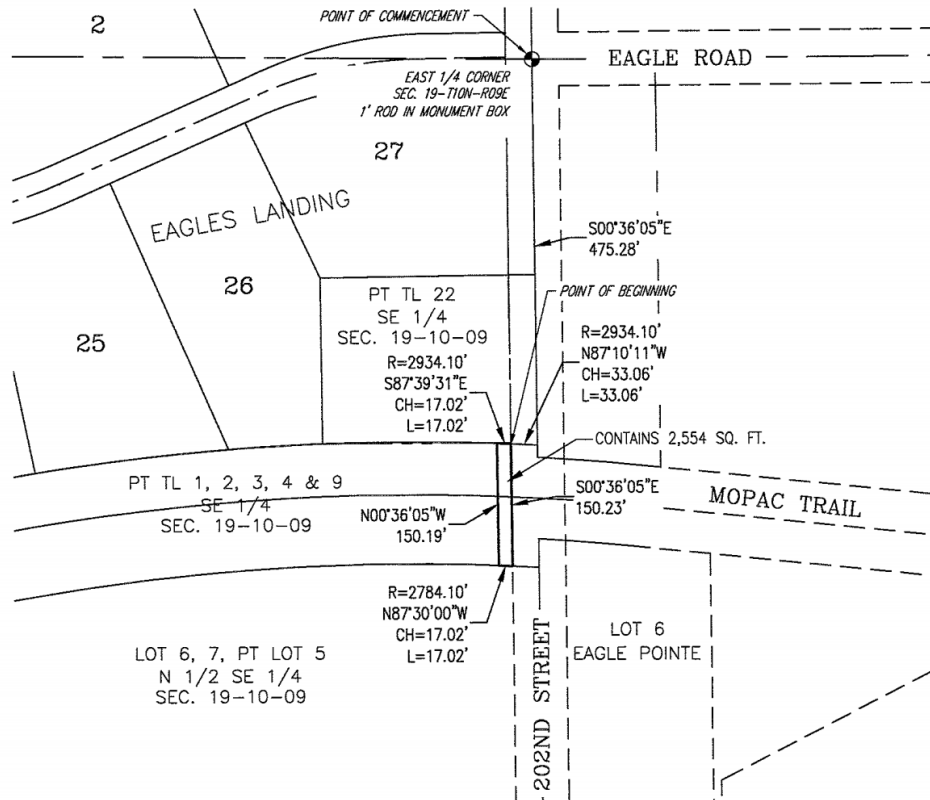
THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 2934.10 AND A LONG CHORD BEARING SOUTH 87°39'31" EAST FOR 17.02 FEET) FOR AN ARC LENGTH OF 17.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,554 SQUARE FEET.




LEGEND

-  EASEMENT LINE
-  LOT LINE
-  SECTION LINE
-  RIGHT OF WAY
-  SECTION CORNER



L:\Engineering\0121241 - McCune_Eagle's SURVEY DRAWINGS\EXHIBITS\0121241-ES-04.dwg, 6/12/2024 10:33:08 AM, RACHEL REINECKER, LAMP RYNEARSON

 LAMP RYNEARSON LAMP RYNEARSON.COM	OMAHA, NEBRASKA 14710 W. 60000E RD, STE. 100 (402) 486-2489 NE PLATS REG. CD#6130	DESIGNER / DRAFTER WEK/RER	EASEMENT EXHIBIT
	FORT COLLINS, COLORADO 4719 IRVING/ATKINS DR., STE. 100 (970) 220-0242	REVIEWER BILL KNIGHT	
	KANSAS CITY, MISSOURI 6501 STATELINE RD., STE. 200 (816) 581-0140 MO PLATS REG. E-2013011003 LP-2019044127	PROJECT NUMBER 0121241	
		DATE 6/7/2024	
		SURFACE LOCATION	
		BOOK AND PAGE	

GUIDELINES FOR APPLYING TO THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT COMMUNITY FORESTRY PROGRAM

Areas in bold and with an asterisk * indicate these items are require for a completed application.

* **Identification of the individual(s), neighborhood association, village, school, town or city (applicant) and the coordinator of the project**

- * Applicant: The Preserve Owner's Association
- * Name of Coordinator: Angie Vandernick
- * Address: 4240 S. Coddington Ave.
- * Town and Zip Code: Lincoln, NE 68523
- * Phone Number: 402-440-4053

* **Tree information**

# of Trees	Size	Species	Cost
26	1.5" & 4-5'	Deciduous & Evergreen	\$10,485.00

* **TOTAL NUMBER OF TREES:** 26

* **TOTAL COST OF TREES:** \$10,485.00

The purpose of this project is to maintain Lincoln's tree canopy and aesthetics by replacing older trees that have died, Ash replacements and replacing pines that have died due to Scotch Pine Wilt and Austrian Tip Blight. Care will be taken in location of trees, spacing and maintenance to ensure the health of the trees.

* Cost of planting the trees (per tree) with a sum for all the trees \$100.00/tree;
Planting max \$100/tree

* PLANTING TOTAL \$2,600.00

* TOTAL COST OF PROJECT \$13,085.00

* AMOUNT REQUESTED FROM NRD 50% max \$6,542.50

* APPLICANT SHARE TOTAL \$6,542.50

* Source of Applicants share:

\$ _____ donations (source) _____

\$ _____ adjacent homeowners

\$ _____ in-kind labor

\$ _____ grant (source) _____

\$ _____ community budget

\$ _____ neighborhood association funds

\$ _____ other sources

* Identification of who will be responsible for the planting for the 3 years:

_____ village or town

_____ neighborhood association

_____ adjacent landowners

_____ landowner

_____ other (explain) _____

* Description of care for the trees from the time they are picked up at the nursery until planting is completed:

Trees will be brought directly from the nursery to the plantingsite and installed.

Planting to include initial watering, fertilizing, staking & mulching.

- * **Attach to the application a brief description of the purpose of the project and how it provides a public good to the Lower Platte South Natural Resources District.**
- * **Trees should be located on a map indicating the approximate proposed planting site, please attach map.**
- * **Street addresses for the location of proposed trees, please attach list of location(s) NO TREES CAN BE PLANTED BENEATH POWER LINES!**

Photographs or slides depicting the situation before the project is funded.

* **This application, planting plan, planting site, nursery proposals and public good description have been reviewed and approved by the Lower Platte South Natural Resources District Forester.**

LPSNRD District Forester

Date

2024 Preserve Commons Fall Planting

Flag #	Address	Street	Type	Variety
1	7720	Viburnum	Pine	Domingo
2	7720	Viburnum	Pine	Lacebark
3	7720	Viburnum	Pine	Sherwood Compact
4	7724	Viburnum	Pine	Sherwood Compact
5	7724	Viburnum	Pine	Sherwood Compact
6	7746	Viburnum	Pine	Southwestern White
7	7758	Viburnum	Pine	Mt. Vernon
8	7812	Viburnum	Pine	Prairie Statesman
9	7812	Viburnum	Pine	Lacebark
10	7816	Viburnum	Pine	Domingo
11	7820	Viburnum	Pine	Domingo
12	7836	Viburnum	Spruce	Weeping Norway
13	7836	Viburnum	Spruce	Weeping Norway
14	7836	Viburnum	Pine	Southwestern White
15	4609	Hawthorne	Pine	Prairie Statesman
16	7870	Viburnum	Pine	Lacebark
17	7831	Viburnum	Pine	Prairie Statesman
18	7825	Viburnum	Pine	Domingo
19	4616	Viburnum	Redbud	Eastern
20	4616	Viburnum	Maple	Sienna Glenn
21	4400	S 80th	Locust	Skyline
22	4400	S 80th	Oak	Columnar English
23	7700	Preserve	Pine	Vanderwolf
24	7700	Preserve	Coffeetree	Kentucky
25	7700	Preserve	Juniper	Taylor
26	7700	Preserve	Juniper	Taylor

Pioneers Blvd

Lucile

Village Center
2007
B-2

Barb's

Grand Lodge

2 Story
Office
2007
0-3

Viburnum Dr

Townhomes

Preserve Ln

Hawthorn Dr

80th St

Firebush Ln

Villas

Villas

Ponds

Water Front Lots

Walking Trail

The Preserve

On Antelope Creek

Property Locations

KEY

Open Lot		Closed	
Under Contract		Occupied	
Under Construction			





Nebraska Nursery & Color Gardens
4240 S Coddington Ave
Lincoln, NE 68523
Phone: (402) 489-6543
farm@colorgardens.com

September 3, 2024
Estimate# E1939

The Preserve Owners Assoc
4240 S. Coddington Ave.
Lincoln, NE 68523

2024 Commons Trees

26 Mixed Evergreen & Deciduous Trees: #15 deciduous, 4' evergreen	\$12,113.27
Planting Labor	\$2,600.00
Preferred Customer Savings: Please remit payment within 10 days.	
Invoices not paid within terms will forfeit any discount.	(\$1,628.27)
	Grand Total: \$13,085.00

Client Signature: _____ Date: _____

This proposal is valid until September 6, 2024.

Payment Schedule

Deposit	50.00%	\$6,542.50
Invoice	50.00%	\$6,542.50

- *Substitutions may be needed due to availability and visual quality of plant material by Nebraska Nursery and Color Gardens discretion.
- *Transplants, sod and seeding are not guaranteed. All Trees and Shrubs carry a 1-year guarantee, from date of installation. All Perennials carry a 90-day guarantee, from date of installation. All guaranteed material will be replaced only once, after bill is paid in full within 90 days of invoice date. Nebraska Nursery & Color Gardens is not responsible for damage caused by animals, weather, or miscare.
- *Estimate is valid for 30 days from the original estimate date. After 30 days, estimate is void.
- *This estimate does not reflect the final invoice total. This is a quote price only, price on final invoice may change.
- *Nebraska Nursery & Color Gardens is not responsible for damage to utilities. Digger's Hotline/811 must be notified prior to installation. NNCG is responsible for contact to Digger's Hotline/811 prior to installation.
- *Projects will not be added to the installation schedule until changes are finalized and deposit is paid by client. Installation dates given are subject to change.



ESTABLISHED 1912

NURSERIES and GARDEN CENTERS, INC.

5625 PINE LAKE ROAD
 LINCOLN, NE 68516
 402-423-1133 GARDEN CENTER
 402-423-4556 LANDSCAPE

2342 SO. 40TH
 LINCOLN, NE 68506
 402-483-7891
 GARDEN CENTER

9.3.24

NAME Preserve Owners Association DAYTIME TELEPHONE _____

ADDRESS _____

CITY _____ SECOND TELEPHONE _____

SOLD BY	PLANT		SERVICE	DELIVER	PICKUP	DATE						
	WHEN					WHEN	WHEN	WHEN	CHARGE	CASH	B.C.	CREDIT
	HAND	SPADE										

QUAN	PRICE	DESCRIPTION	AMOUNT
13	119.98	Norway spruce # 5 02541	
13	59.99	labor install	
11	204.98	eastern white pine 01145	
11	102.49	labor install	
2	199.99	eastern white pine columnar	
2	99.99	labor install 03318	
		13 @ 179.97 = 2339.61	
		11 @ 307.47 = 3382.17	
		2 @ 299.97 = 599.94	
		<u>6321.72</u>	

CUSTOMER SIGNATURE X _____

SPECIAL INSTRUCTIONS:

SALES TAX

TOTAL

TERMS: NET 30 DAYS

ALL CLAIMS AND RETURNED MERCHANDISE
 MUST BE ACCOMPANIED BY THIS BILL.



Action Form

Date 9.3.24 Store No. _____

Clerk _____

Name Angie The Preserve Owners Assoc.

Address _____

City _____ Phone 402-440-4053

All Paid \$ _____ Charge \$ _____ COD \$ _____

Quantity	Item/Description/Inquiry	@ \$
26	freezes cast \$10,425	
	Plus the cost of	
	Planting 26 freezes	
	will be \$,925	
	total cost \$ 16,350	

Instructions: _____

- Delivery
- Plant
- Landscape
- Special Order
- Call on Arrival
- Save
- Plant or Lawn Inspection
- Other: _____

