

RIGHT OF ENTRY AND
MAINTENANCE AGREEMENT
NEBRASKA GAME AND PARKS COMMISSION

Lancaster County
555 South 10th Street
Lincoln, NE 68508
<http://lancaster.ne.gov/>

PAWNEE LAKE STATE RECREATIONAL AREA (SRA) AND WILDLIFE MANAGEMENT AREA (WMA)

This Agreement is between the Nebraska Game and Parks Commission, hereinafter referred to as the "Commission" and Lancaster County, hereinafter referred to as the "Contractor".

The purpose for this Agreement is twofold: First, it will allow the Contractor to remove existing drainage structure and re-install a Seventy-Two Inch (72.0") by Fifty-Four Foot (54.0') Type 3, Round Equivalent Culvert Pipe with metal headwall on the inlet and rock rip-rap for outlet protection using open trenching located approximately Three Hundred Forty-Four Lineal Feet (344.0') west of the N Quarter (N ¼) Corner of Section Nine (9), Township Ten (10) North, Range Five (5) East of the 6th. P.M., intersection of NW 105th St. and W. Superior Street, Lancaster County, Nebraska. Said drainage structure is located within the Pawnee Lake State Recreation Area and Wildlife Management Area; Secondly it will require the Contractor to maintain said drainage culvert for the span of the drainage culvert's life, estimated to be 50 years.

Terms and Conditions:

Commission grants permission to the Contractor the right to construct, install, and thereafter use, operate, inspect, repair, and maintain one (1) drainage culvert for the span of the drainage culvert's life, estimated to be 50 years on two (2) parcels of land owned by the Commission and situated in LANCASTER COUNTY, NEBRASKA, and more particularly described as:

- Lot Four (4), Irregular Tract, located in the Southwest Quarter (SW ¼) of Section Four (4), Township Ten (10) North, Range Five (5) East, of the 6th P.M., Lancaster County, State of Nebraska, and
- Lot Six (6), Irregular Tract, located in the Northwest Quarter (NW ¼) of Section Nine (9), Township Ten (10) North, Range Five (5) East, of the 6th P.M., Lancaster County, State of Nebraska.

1. Commission hereby grants permission to the Contractor to install one (1) drainage

culvert using open trench conduits throughout the SRA and the WMA.

2. Contractor may conduct all work required to install the drainage culvert identified above and located herein in Lot Four (4), Irregular Tract, located in the Southwest Quarter (SW ¼) of Section Four (4), Township Ten (10) North, Range Five (5) East, of the 6th P.M., Lancaster County, State of Nebraska, and Lot Six (6), Irregular Tract, located in the Northwest Quarter (NW ¼) of Section Nine (9), Township Ten (10) North, Range Five (5) East, of the 6th P.M., Lancaster County, State of Nebraska, located in the Pawnee Lake State Recreation Area and Wildlife Management Area, and shown in Exhibit "A".
3. Contractor shall:
 - Construct, install, and thereafter use, operate, inspect, repair, and maintain one (1) drainage culvert confined to the area in Paragraph 2 above and shown on the map contained herein and labeled Exhibit "A";
 - Restore all vegetation and landscaping to the condition it was in prior to installation of the drainage culvert;
 - All landscape changes that are of a permanent nature resulting from the installation of the drainage culvert shall not interfere with public access or movement on the area, except for during installation of said drainage pipe;
 - Changes in equipment, maintenance methods, or area impacted will be submitted to the Commission for approval, prior to taking place. The Commission's Realty Coordinator, (402-471-5535), will be notified prior to all activities.
4. Contractor shall contact all applicable utility companies, prior to initiation of activities, to arrange for temporary shut-off of services or removal/relocation of service lines. The Contractor will be responsible for payment of any fees associated with removal or relocation of said drainage culvert.
5. Contractor agrees to remove all tools, equipment and other property taken upon or placed on Pawnee Lake State Recreation Area and Wildlife Management Area for the installation of the drainage culvert by July 1, 2020. Any such tools, equipment or other property taken upon or placed on Pawnee Lake State Recreation Area and Wildlife Management Area by Contractor that remain after the scheduled date of removal shall become the property of the Commission.
6. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for

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

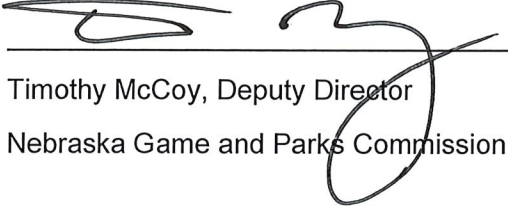
7. This Agreement shall become effective on the date it is fully executed by both parties. The right of entry permission shall remain in effect through **July 1, 2020**. This Agreement as to maintenance of the drainage culvert will remain in effect for the as long as the drainage culvert remain in place, unless sooner revoked for cause by the Commission or unless sooner terminated by either party. If revoked for cause by the Commission, or if terminated by the Contractor or by mutual consent, there shall be not less than thirty (30) working days written notice, unless otherwise mutually agreed. This Agreement may be renewed, extended or amended by mutual written agreement on a yearly basis following the original termination date.
8. If there is a failure by the Contractor to comply with the terms and conditions of this Agreement, the Commission shall provide written notice to Contractor of the reasons for lack of compliance by certified mail. Said letter shall allow Contractor fifteen (15) working days from the date of receipt to address the issue of noncompliance.
9. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Commission shall not be deemed to be employees of the Contractor, and employees of the Contractor shall not be deemed to be employees of the Commission.
10. Under Federal and/or state law, this Agreement and Contractor must not discriminate in employment in the specific performance of this Agreement on the basis of race, color, religion, sex, age, gender, marital status, national origin, disability or political affiliation. The Contractor agrees to abide by the Nebraska Fair Employment Practices Act.
11. The Contractor agrees to have in place, during the Agreement period, a Drug Free Workplace Policy stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited. Contractor agrees to provide a copy of its drug-free workplace policy at any time upon request by the Commission.
12. It is expressly understood that the Contractor assumes full liability for the negligent or willful acts of its employees, agents, and officers assigned to perform the Contractor's duties hereunder, and shall reimburse the Commission for any damage to Commission property, real or personal, which may be damaged by the Contractor, its employees,

agents or officers. However, the Contractor's liability shall not extend to the negligent or willful acts of the Commission, its employees, agents, and officers.

13. The Contractor assumes all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this Agreement, for any loss, cost, damage or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions.
14. Nothing in this agreement shall be construed to be a waiver of sovereign immunity of the State or Contractor or qualified immunity of any of their employees or agents.
15. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.
16. Neither the Commission nor the Contractor shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this Agreement. It is expressly understood and agreed to by the parties that the Contractor may subcontract services outlined herein.
17. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, each party agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Neither party shall discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Each party shall require any subcontractor to comply with the provisions of this section.
18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

IN WITNESS WHEREOF the parties have affixed their signature, thus entering into this agreement, the day and year last written.

Acknowledgement/Acceptance



Timothy McCoy, Deputy Director
Nebraska Game and Parks Commission

Date 5/22/2019

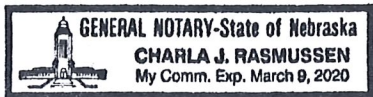
County of Lancaster)
)
State of Nebraska)

Before me, Notary Public, personally came Timothy McCoy, known to me to be the Deputy Director of the Nebraska Game & Parks Commission; and the identical person who signed the foregoing instrument and acknowledge the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Nebraska Game & Parks Commission.

WITNESS my hand and notarial seal this 22nd day of May, 20 19.

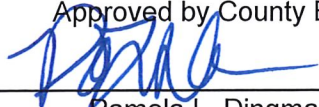


Notary Signature



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

LANCASTER COUNTY
ENGINEERING DEPARTMENT
Approved by County Engineer



Pamela L. Dingman, P.E.

LANCASTER COUNTY
BOARD OF COMMISSIONERS

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

TEMPORARY CONSTRUCTION EASEMENT

In consideration of One Dollar and Other Valuable Consideration, the undersigned, being the owner of the property described herein, hereby grants unto Lancaster County, a governmental subdivision of the State of Nebraska, a Temporary Construction easement over the following described real estate:

Tract 1

A part of Lot 4, Irregular Tracts, located in the SW $\frac{1}{4}$ of Section 4, Township 10 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southeast Corner of said SW $\frac{1}{4}$; thence with an assumed bearing of North 89 Degrees, 57 Minutes, 27 Seconds West, with the south line of said SW $\frac{1}{4}$, a distance of 33.01 feet to a point; thence North 01 Degrees, 04 Minutes, 19 Seconds East, and parallel with the east line of said SW $\frac{1}{4}$, a distance of 33.01 feet to the point of beginning; thence continuing on aforesaid bearing of North 01 Degrees, 04 Minutes, 19 Seconds East, a distance of 32.00 feet to a point; thence North 89 Degrees, 57 Minutes, 21 Seconds West, a distance of 61.58 feet to a point; thence North 64 Degrees, 56 Minutes, 26 Seconds West, a distance of 82.76 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the south line of said SW $\frac{1}{4}$, a distance of 25.00 feet to a point; thence South 64 Degrees, 24 Minutes, 05 Seconds West, a distance of 138.65 feet to a point; thence North 58 Degrees, 59 Minutes, 37 Seconds West, a distance of 29.15 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the south line of said SW $\frac{1}{4}$, a distance of 25.00 feet to a point; thence South 59 Degrees, 04 Minutes, 44 Seconds West, a distance of 29.15 feet to a point; thence South 86 Degrees, 02 Minutes, 18 Seconds West, a distance of 100.24 feet to a point; said point being located 33.00 feet north of, as measured perpendicular to, the south line of said SW $\frac{1}{4}$; thence South 89 Degrees, 57 Minutes, 27 Seconds East, and parallel with the south line of said SW $\frac{1}{4}$, a distance of 461.01 feet to the point of beginning.
Containing 0.31 acres, more or less.

and

Tract 2

A part of Lot 6, Irregular Tracts, located in the NW $\frac{1}{4}$ of Section 9, Township 10 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Referring to the Northeast Corner of said NW $\frac{1}{4}$; thence with an assumed bearing of North 89 Degrees, 57 Minutes, 27 Seconds West, with the north line of said NW $\frac{1}{4}$, a distance of 193.42 feet to a point; thence South 00 Degrees, 02 Minutes, 33 Seconds West, a distance of 33.00 feet to the point of beginning; thence South 57 Degrees, 25 Minutes, 19 Seconds West, a distance of 59.36 feet to a point; thence North 63 Degrees, 23 Minutes, 33 Seconds West, a distance of 55.90 feet to a point; thence South 30 Degrees, 17 Minutes, 57 Seconds West, a distance of 69.46 feet

to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the north line of said NW ¼, a distance of 40.00 feet to a point; thence North 24 Degrees, 24 Minutes, 05 Seconds West, a distance of 60.42 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the north line of said NW ¼, a distance of 132.33 feet to a point, said point being located on the easterly right-of-way easement line of NW 112th Street to Lancaster County, as recorded in Miscellaneous Book 98, page 171, as filed with the Register of Deeds' Office; thence North 41 Degrees, 58 Minutes, 13 Seconds West, and with the easterly line of said existing right-of-way easement, a distance of 16.15 feet to a point, said point being located 33.00 feet south of, as measured perpendicular to, the north line of said NW ¼; thence South 89 Degrees, 57 Minutes, 27 Seconds East, and parallel with the north line of said NW ¼, a distance of 343.14 feet to the point of beginning.
Containing 0.19 acres, more or less.

The purpose of this easement is to construct, install, and thereafter use, operate, inspect, repair, maintain one (1) drainage culvert confined to the area in Paragraph 2 above and shown on the map labeled Exhibit "A".

Except as herein granted, the Nebraska Game & Parks Commission shall continue to have full use and enjoyment of the property.

Dated this 22nd Day of May, 20 19; and the temporary easement shall run from the date of this document until midnight July 1, 2020.



Timothy McCoy, Deputy Director
Nebraska Game and Parks Commission

County of Lancaster)
)
State of Nebraska)

Before me, Notary Public, personally came Timothy McCoy, known to me to be the Deputy Director of the Nebraska Game & Parks Commission; and the identical person who signed the foregoing instrument and acknowledge the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Nebraska Game & Parks Commission.

WITNESS my hand and notarial seal this 22nd day of May, 20 19.



Notary Signature

State of Nebraska - General Notary
SHERYL L. HENDERSON
My Commission Expires
May 17, 2021

UTILITY EASEMENT

In consideration of One Dollar and Other Valuable Consideration, the undersigned, being the owner of the property described herein, hereby grants unto Lancaster County, a governmental subdivision of the State of Nebraska, a utility easement over the following described real estate:

A part of Lot 4, Irregular Tracts, located in the SW $\frac{1}{4}$ of Section 4, Township 10 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southeast Corner of said SW $\frac{1}{4}$; thence with an assumed bearing of North 89 Degrees, 57 Minutes, 27 Seconds West, with the south line of said SW $\frac{1}{4}$, a distance of 33.01 feet to a point; thence North 01 Degrees, 04 Minutes, 19 Seconds East, and parallel with the east line of said SW $\frac{1}{4}$, a distance of 33.01 feet to the point of beginning; thence continuing on aforesaid bearing of North 01 Degrees, 04 Minutes, 19 Seconds East, a distance of 32.00 feet to a point; thence North 89 Degrees, 57 Minutes, 21 Seconds West, a distance of 61.58 feet to a point; thence North 64 Degrees, 56 Minutes, 26 Seconds West, a distance of 82.76 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the south line of said SW $\frac{1}{4}$, a distance of 25.00 feet to a point; thence South 64 Degrees, 24 Minutes, 05 Seconds West, a distance of 138.65 feet to a point; thence North 58 Degrees, 59 Minutes, 37 Seconds West, a distance of 29.15 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the south line of said SW $\frac{1}{4}$, a distance of 25.00 feet to a point; thence South 59 Degrees, 04 Minutes, 44 Seconds West, a distance of 29.15 feet to a point; thence South 86 Degrees, 02 Minutes, 18 Seconds West, a distance of 100.24 feet to a point; said point being located 33.00 feet north of, as measured perpendicular to, the south line of said SW $\frac{1}{4}$; thence South 89 Degrees, 57 Minutes, 27 Seconds East, and parallel with the south line of said SW $\frac{1}{4}$, a distance of 461.01 feet to the point of beginning.
Containing 0.31 acres, more or less.

and

A part of Lot 6, Irregular Tracts, located in the NW $\frac{1}{4}$ of Section 9, Township 10 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Referring to the Northeast Corner of said NW $\frac{1}{4}$; thence with an assumed bearing of North 89 Degrees, 57 Minutes, 27 Seconds West, with the north line of said NW $\frac{1}{4}$, a distance of 193.42 feet to a point; thence South 00 Degrees, 02 Minutes, 33 Seconds West, a distance of 33.00 feet to the point of beginning; thence South 57 Degrees, 25 Minutes, 19 Seconds West, a distance of 59.36 feet to a point; thence North 63 Degrees, 23 Minutes, 33 Seconds West, a distance of 55.90

feet to a point; thence South 30 Degrees, 17 Minutes, 57 Seconds West, a distance of 69.46 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the north line of said NW ¼, a distance of 40.00 feet to a point; thence North 24 Degrees, 24 Minutes, 05 Seconds West, a distance of 60.42 feet to a point; thence North 89 Degrees, 57 Minutes, 27 Seconds West, and parallel with the north line of said NW ¼, a distance of 132.33 feet to a point, said point being located on the easterly right-of-way easement line of NW 112th Street to Lancaster County, as recorded in Miscellaneous Book 98, page 171, as filed with the Register of Deeds' Office; thence North 41 Degrees, 58 Minutes, 13 Seconds West, and with the easterly line of said existing right-of-way easement, a distance of 16.15 feet to a point, said point being located 33.00 feet south of, as measured perpendicular to, the north line of said NW ¼; thence South 89 Degrees, 57 Minutes, 27 Seconds East, and parallel with the north line of said NW ¼, a distance of 343.14 feet to the point of beginning.
Containing 0.19 acres, more or less.

The purpose of this easement is to construct, install and thereafter use, operate, inspect, repair, maintain the above described drainage culvert confined to the area described above and shown on the map labeled Exhibit "A" and contained herein.

Except as herein granted, the Nebraska Game and Parks Commission shall continue to have full use and enjoyment of the property.

Dated this 22nd Day of May, 2019



Timothy McCoy, Deputy Director
Nebraska Game and Parks Commission

County of Lancaster)
)
State of Nebraska)

Before me, Notary Public, personally came Timothy McCoy, known to me to be the Deputy Director of the Nebraska Game & Parks Commission; and the identical person who signed the foregoing instrument and acknowledge the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said Nebraska Game & Parks Commission.

WITNESS my hand and notarial seal this 22nd day of May, 2019.

State of Nebraska – General Notary
SHERYL L HENDERSON
My Commission Expires
May 17, 2021



Notary Signature

RIGHT OF ENTRY AND MAINTENANCE AGREEMENT M-87 NEBRASKA GAME AND PARKS COMMISSION

EXHIBIT A

