

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Amanda Grint, Water Resources Engineer

SUBJECT: Permanent Easement with MUD for Water Main at Papio Watershed Site WP2

DATE: September 1, 2021

In January 2018, the District purchased property for the WP2 flood control regional detention basin near 180th and Giles Road. Adjacent development is under construction and Sarpy County is making needed improvements to 180th and Giles Road. As part of this newly developed area, MUD is installing a new water main in the area and has requested an easement outside of the 180th Street right of way for a permanent water main easement. There is no work currently taking place by the District at this location and the easement does not interfere with the planned reservoir work. Any disturbance will be restored by MUD to existing state as stated in the easement document.

Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Permanent Easement for water main improvements with Metropolitan Utilities District at Papio Watershed Site WP2 subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

AGREEMENT FOR PERMANENT EASEMENT

THIS AGREEMENT FOR PERMANENT EASEMENT is made on the date indicated below between PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a Nebraska Political Subdivision (hereinafter, the "Grantor") and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision (hereinafter, the "Grantee").

RECITALS

1. Grantor is the fee simple owner of Outlot "M", Palisades West, a Platted Subdivision in Sarpy County, Nebraska (Hereinafter, the "Property".)
2. Grantor desires to grant to Grantee, and Grantee desires to obtain, a permanent easement over a certain tract of land located within the Property, as more particularly described below.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants described herein, Grantor and Grantee agree as follows:

AGREEMENT

1. **Permanent Easement.** Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee and to Grantee's successors and assigns, a permanent easement to lay, maintain, operate, repair, relay, and remove, at any time, underground pipelines for the transportation of water and all underground and above-ground appurtenances thereto, including, but not limited to, valve boxes, round iron covers, roadway boxes, and pipeline markers, together with the rights of ingress and egress on, over, under, and through the following described tract of land (the "Permanent Easement Area") which is located within the Property:

A PARCEL OF LAND BEING A PORTION OF OUTLOT "M", PALISADES WEST, A PLATTED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT "M"; THENCE ON THE WEST LINE OF SAID OUTLOT "M", SOUTH 00 DEGREES 06 MINUTES 04 SECONDS EAST (BASIS OF BEARING), 348.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 06 MINUTES 04 SECONDS EAST, 42.43 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 04 SECONDS EAST, 249.32 FEET; THENCE SOUTH 09 DEGREES 08 MINUTES 56 SECONDS WEST, 186.63 FEET TO A POINT ON SAID WEST LINE; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 06 MINUTES 04 SECONDS WEST, 463.53 FEET TO THE POINT OF BEGINNING.

The Permanent Easement Area is generally shown on the drawing attached hereto and made a part hereof by this reference.

2. **No Structures.** The Grantor and its successors and assigns shall not at any time erect, construct, or place on or below the surface of the Permanent Easement Areas any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so.
3. **Repair of damages.** Grantee shall be solely responsible for any and all damages and/or alterations arising out of and/or resulting from the Grantee and/or its agents or other representatives, to the Grantor's property, facilities, and appurtenances thereto, which are damaged or altered as a result of the installation, operation, maintenance, repair or replacement of the pipeline for the transportation of water, and the Grantee, at its sole cost and expense, shall properly and immediately restore the same to their "as built" condition

Please return to:

Rick Kubat, Attorney
Metropolitan Utilities District
7350 World Communication Drive
Omaha, NE 68122-4041

to the satisfaction of the Grantor in its sole discretion. This shall include but not be limited to the following:

- a) excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent property;
- b) seeded areas which are disturbed shall be re-seeded and a vegetative cover acceptable to the Grantor shall be established; and
- c) unnecessary materials, pipe, debris and other construction materials shall be removed.

The Grantee agrees to and shall pay the reasonable cost of all repairs of damages or rectification of alterations to the Grantor’s property necessitated or caused by or arising out of the installation, operation, maintenance, repair or replacement of the pipeline for the transportation of water, or the use of the property by the Grantee and/or its contractors. In the event any such facilities are not restored to their "as-built" condition in accordance with Paragraph 2, above, within thirty (30) days after the Grantor has demanded the same in writing, the Grantor shall be authorized to commission such repairs at Grantee’s sole cost and expense.

- 4. **Indemnity.** The Grantee agrees to indemnify and hold the Grantor harmless from and against any and all liability, causes of action, claims and expense for personal injury or property damage arising out of or occasioned by the use of the area legally described herein by the Grantee pursuant to this Easement, except as may be caused solely by the negligence of the Grantor, its agents and employees.
- 5. **Warranty of Title.** The Grantor is the lawful owner and possessor of the Property; has good, right, and lawful title and authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title, or interest prior to or contrary to this conveyance.
- 6. **Authority to Execute.** The person executing this instrument has authority to execute it on behalf of the Grantor.

IN WITNESS WHEREOF, Grantor executes this AGREEMENT FOR PERMANENT EASEMENT on the date set forth below.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, Grantor

By: _____
Authorized Representative

Printed Name

Title

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

 This instrument was acknowledged before me on _____, 2021, by
_____, who holds the position of
_____ with PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT and who executed the above AGREEMENT FOR PERMANENT
EASEMENT on behalf of PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT.

Notary Public

METROPOLITAN UTILITIES DISTRICT OF
OMAHA, Grantee

By: _____
Authorized Representative

Printed Name

Title

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

 This instrument was acknowledged before me on _____, 2020, by
_____, who holds the position of
_____ with METROPOLITAN UTILITIES DISTRICT OF
OMAHA and who executed the above AGREEMENT FOR PERMANENT EASEMENT on
behalf of METROPOLITAN UTILITIES DISTRICT OF OMAHA.

Notary Public



EASEMENT
ACQUISITION

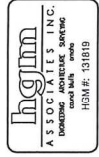
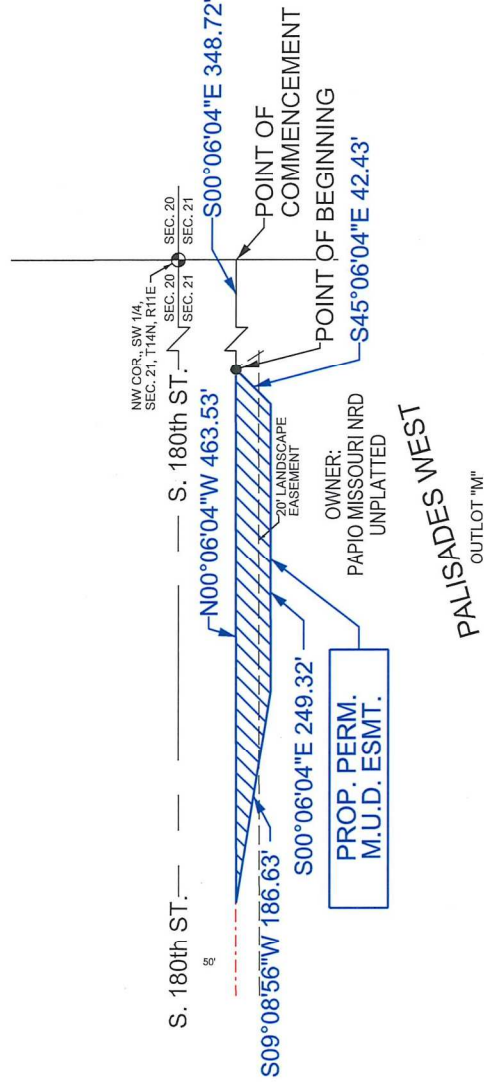
GROUP NO. WP1713S
PROJECT NO. 100053001499

TOTAL ACRES PERMANENT 0.2455 ±
TOTAL ACRES TEMPORARY N/A

- LEGEND
- PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - SECTION CORNER
 - SECTION LINE
 - PROPERTY LINE
 - EXISTING ESMT

DRAWN BY JLM
DATE 06/10/21
CHECKED BY DEF
DATE 06/10/21
APPROVED BY RMT
DATE 7-20-2021

NO SCALE
TRACT 1





ENGINEER'S SEAL

| NO. | REVISIONS | BY | DATE |
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WP-2 OFFSET 200 FT DOWNSTREAM
PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT
SARPY COUNTY, NEBRASKA
2017

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____
SHEET NO. 2