

Agenda Item: 8.

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Thompson Creek Levee Improvement Project
Omaha Public Power District Right-of-Way Easement

DATE: March 23, 2015

The Thompson Creek Levee Improvement Project is located between 66th Street and 60th Street, south of Harrison Street in La Vista, NE, as shown on the enclosed location map. The Thompson Creek Levees are being setback from the creek to allow for stable levee side slopes and ensure levee safety.

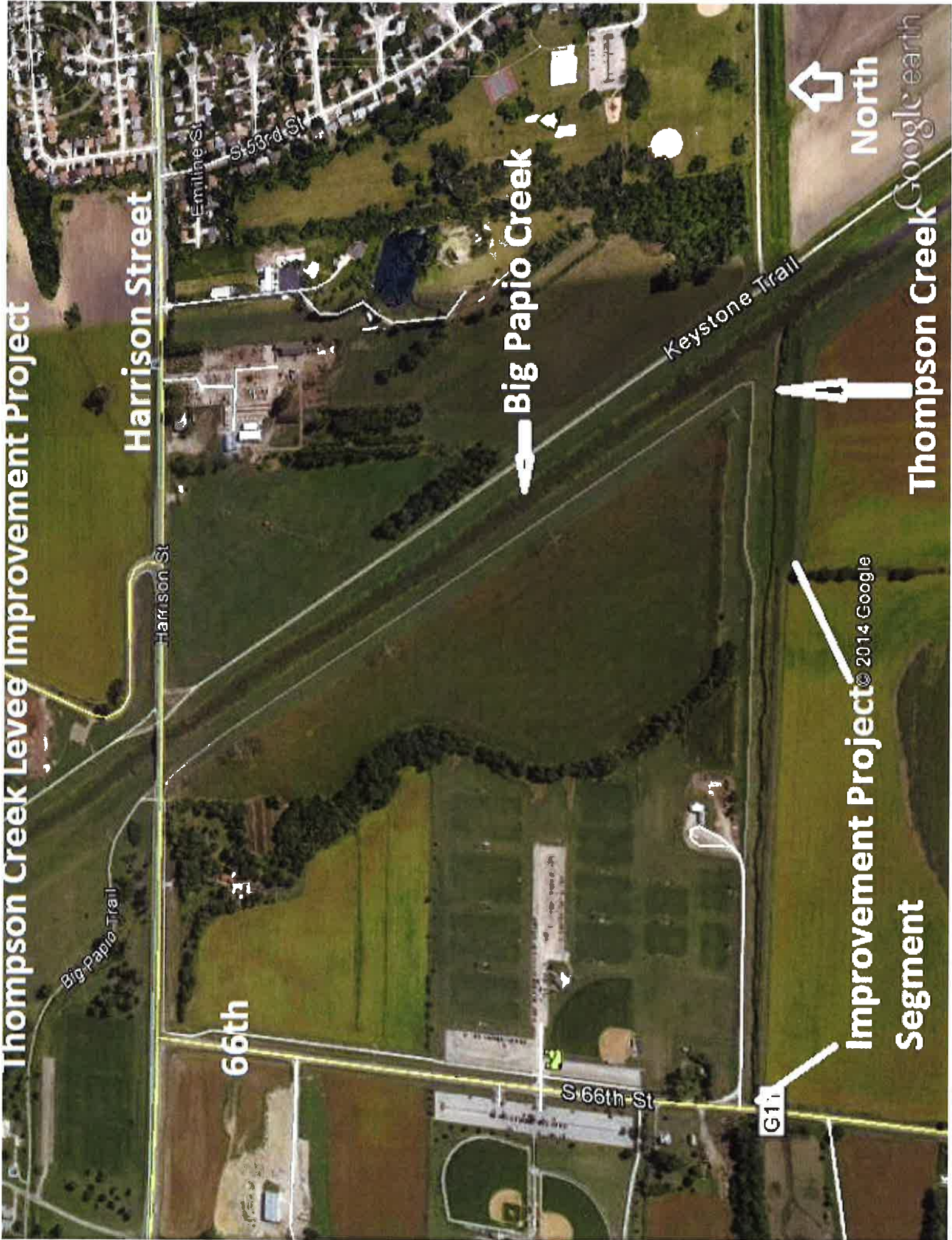
Omaha Public Power District (OPPD) and the District executed an agreement in July 2014 that provides for OPPD to be compensated by the District for all aspects of relocating their power lines off of the existing Thompson Creek Levees, including acquiring necessary easements, design of power lines and construction of power lines beyond the relocated levee footprint.

The District owns a tract of property (Tax Lot 14B) that was purchased during the levee project right-of-way acquisition that OPPD needs to cross with its relocated transmission and distribution power line. Enclosed is a proposed right-of-way easement.

District Policy 16.6 – District Property – Sales and Grants of District Real Property indicates that Board action is required for granting easements that result in permanent surface improvements (e.g. power poles).

Management recommends that the Finance, Expenditure and Legal Subcommittee recommend to the Board of Directors that the General Manager be authorized to grant an easement at no cost to the Omaha Public Power District for construction of a power line across the District’s property located on Tax Lot 14 B, in Northeast ¼ of Section 13, T14N, R12E, Sarpy County, Nebraska, subject to changes deemed necessary by the General Manager and approval as to form by the District Legal Counsel.

Thompson Creek Levee Improvement Project



Harrison Street

66th

Big Papio Creek

Improvement Segment

Thompson Creek



North

Google earth

Keystone Trail

Harrison St

Emiline St

S 53rd St

S 66th St

G11

Big Papio Trail

© 2014 Google





BRENT LUNDGREN
DIRECT DIAL. (402) 636-3647
BLUNDGREN@OPPD.COM

444 South 16th Street Mall
Omaha, NE 68102-2247

March 12, 2015

Martin P. Cleveland, PE
Construction Engineer
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138

RE: OPPD Easement Thompson Creek Project

Mr. Cleveland:

Omaha Public Power District (the District) is in the process of relocating its transmission line as part of your Thomson Creek project. The District needs to obtain an easement for the relocated transmission and associated distribution lines. I have enclosed three copies of the easement agreement for your approval. Please return two signed and notarized original copies for my records. Once recorded, I will forward a copy for your records.

If you have any questions please contact me at (402) 636-3647 or at blundgren@oppd.com.

Very Truly Yours,

OMAHA PUBLIC POWER DISTRICT

Brent Lundgren
Right of Way Coordinator

Enclosures: 3 Easement Agreements

Cc: M. Hardebeck
File

Date: 03/04/2015
TDRS

OPPD Doc. #: 2.026 00()

RIGHT-OF-WAY EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

Tax Lot 14B, in the Northeast $\frac{1}{4}$, of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska; more particularly described as:

Commencing at the center of Section Thirteen (13) or the Southwest corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirteen (13), Township Fourteen (14) North, Range Twelve (12) East; thence North 00 degrees 21 minutes 32 seconds West on the West line of the Northeast Quarter (NE $\frac{1}{4}$) for 305.00 feet to the point of beginning; thence due East for 300.00 feet; thence South 00 degrees 21 minutes 32 seconds East for 235.00 feet; thence due West for 300.00 feet to the West line of the Northeast Quarter (NE $\frac{1}{4}$); thence North 00 degrees 12 minutes 32 seconds West for 235.00 feet to the point of beginning.

EXCEPT that portion deceded by Warranty Deed to Sarpy County filed August 22, 1996 as Inst. No. 96-17053.

in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do hereby grant and convey to the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereinafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, relocate, add to, maintain, install, inspect, repair, replace, renew and operate thereon, electric transmission and/or distribution lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate (the "Easement Area"):

SEE EXHIBIT "A" ATTACHED HERETO FOR SKETCH AND DESCRIPTION OF EASEMENT AREA

CONDITIONS:

The District shall have the perpetual right, but not the obligation, to trim, cut, clear or remove all trees, brush and undergrowth on the Easement Area and to trim, cut, or remove any other tress located outside the Easement Area which in falling could come within fifteen (15) feet of the electric transmission and/or distribution lines as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area. Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the District hereunder.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and

Return to:
OPPD Land Management
444 South 16th Street Mall
Omaha, Nebraska 68102

defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner and only when reasonably necessary.

The District shall pay the Grantor and/or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing.

The undersigned agrees and represents that he/she has read and understands the Right-of-Way Easement and that this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Right-of-Way Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 20__.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

Sign: _____

Print: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said County, personally came _____

_____, to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

S	½	NE	¼	Section	13	Township	14	North	Range	12	East	6 th PM	County	Sarpy
ROW	BEL	Customer Rep						Engineer	S. Hanson			W.O. #	516419-01	

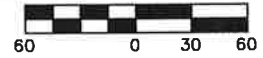
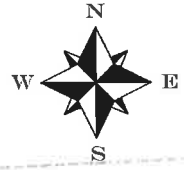
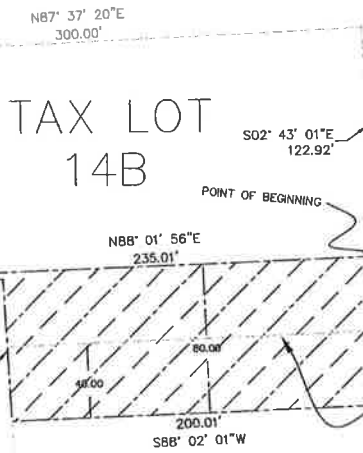
PERMANENT OPPD EASEMENT

LEGAL DESCRIPTION

That part of Tax Lot 14B, in the Southwest 1/4, of the Northeast 1/4, of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southwest 1/4; thence North 02° 43' 05" West, (bearing referenced to the Nebraska State Plane System NAD 1983) along the West line of said Southwest 1/4, for a distance of 305.00 feet; thence North 87° 37' 20" East, for a distance of 300.00 feet to the Northeast corner of said Tax Lot 14B, thence South 02° 43' 01" East along the East line of said Tax Lot 14B, said line also being the West line of Tax Lot 14A in said Southwest 1/4, for a distance of 122.92 feet to the Point of Beginning; thence South 02° 43' 01" East along said East line, for a distance of 80.01 feet; thence South 88° 02' 01" West, for a distance of 200.01 feet, to a point on said West line of said Tax Lot 14B; thence North 02° 43' 05" West along said West line of said Tax Lot 14B, for a distance of 76.50 feet to the angle point of the South line of said Tax Lot 14B, and said West line of said Tax Lot 14B; thence South 87° 38' 24" West along said South line, for a distance of 35.00 feet, to a point at the Southwest corner of said Tax Lot 14B; thence North 02° 43' 05" West along said West line, for a distance of 3.75 feet; thence North 88° 01' 56" East, for a distance of 235.01 feet to a point on said East line, said point also being the Point of Beginning. Containing an area of 16,128 sq. ft. or 0.370 acres more or less.

66th STREET



— PERMANENT OPPD EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
 8901 S. 154TH STREET
 OMAHA NE 68138-3621
 OFFICE: 402-444-6222
 FAX: 402-895-6543
www.papionrd.org

TRACT 3, PERMANENT OPPD EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST

PROJECT: THOMPSON CREEK
DATE: 6-18-2014
DRAWN BY: SWM
SCALE: 1" = 60'
SHEET 1 OF 1

AGREEMENT

BETWEEN

THE OMAHA PUBLIC POWER DISTRICT

AND THE

PAPIO-MISSOURI NATURAL RESOURCES DISTRICT

**RELOCATON OF TRANSMISSION FACILITIES ON EASEMENT
THOMPSON CREEK LEVEE FROM 66TH ST TO BIG PAPIO CREEK CONFLUENCE
PROJECT # 511**

A G R E E M E N T

**THOMPSON CREEK LEVEE FROM 66TH ST TO BIG PAPIO CREEK CONFLUENCE
PROJECT # 511**

**OMAHA PUBLIC POWER DISTRICT
PAPIO-MISSOURI NATURAL RESOURCES DISTRICT
RELOCATION OF TRANSMISSION FACILITIES ON EASEMENT**

THIS AGREEMENT is made and entered into by and between the Omaha Public Power District hereinafter referred to as the "Utility" and Papio-Missouri Natural Resources District hereinafter referred to as the "Papio - MRNRD".

WITNESSETH:

WHEREAS, the Papio - MRNRD has plans for the reconstruction of the Thompson Creek Levee from 66th St to Big Papio Creek Confluence, and

WHEREAS, said construction will be undertaken under the project designation Project # 511 (the "Project"), and

WHEREAS, the agreement for the Project contemplates construction for the relocation of the Utility's transmission facilities easement on Thompson Creek Levee from 66th St to Big Papio Creek Confluence the Utility, as set forth in the Project plans and specifications, and

WHEREAS, the Utility's transmission facilities are located within easement and will be relocated, with the understanding that the Papio - MRNRD will pay the Utility 100 percent of all transmission facilities relocation in easement and construction engineering costs incurred in connection with the Project.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants herein, the parties hereto agree as follows:

SECTION 1. The Utility has designed transmission facility relocations according to the Utility's specifications and as set forth in the Project plans and specifications.

SECTION 2. The Papio - MRNRD shall pay the Utility 100 percent of the actual and reasonable cost of constructing the relocations of all transmission facilities in easement plus any additional required construction engineering. This cost is estimated to be \$279,500.00.

SECTION 3. The Papio - MRNRD shall pay the Utility 100 percent of the actual and reasonable cost of new easements for the relocations of transmission facilities. This cost is estimated to be \$46,500.00.

SECTION 4. The Papio - MRNRD shall make payment to the Utility within thirty (30) days after receipt of billing from the Utility. When the work is completed and all costs accumulated, the Utility will submit a final statement to the Papio - MRNRD showing the refund due or payment due from the Papio - MRNRD. The parties agree to make final settlement within thirty (30) days after the Papio - MRNRD receives the final statement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

EXECUTED by the Utility this 23rd day of June, 2014

ATTEST:

OMAHA PUBLIC POWER DISTRICT


Lead Utilities Coordinator 6/23/14
Date


 General Manager of Papio-MRNRD
EXECUTED by the Papio-Missouri Natural Resources District
this 10th day of July, 2014

EXHIBIT "A"

**P-MR NRD Thompson Creek Levee (66th St to Big Papio Creek Confluence)
OPPD Transmission Relocations
Preliminary Cost Estimate (without easement costs)**

**Line 26 (wood monopole line)
69 kV
Circuit 635
Remove 8 existing structures
Modify 1 existing deadend
Install 7 new wood tangent structures
Install 1 new wood deadend structure
Material: \$85,000
Construction labor: \$130,000
Subtotal: \$215,000**

**Subtotal: \$215,000
Overheads (20%): \$43,000
Contingency (10%): \$21,500
Total: \$279,500**

**Prepared by Shane Hanson, EI Engineer, Transmission Engineering and T&D Land
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