

## MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin Cleveland, Construction Engineer

SUBJECT: Missouri River Levee System Unit R616-R613  
OPPD Right-of-Way Easement

DATE: July 26, 2024

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The Missouri River Levee System Unit R616-R613 is located south of Bellevue and the specific Omaha Public Power District (OPPD) easement area is between BNSF RR and Harlan Lewis Rd, as shown on the attached location map. The recent R616-R613 Levee improvements have created a need to relocate overhead electric facilities and equipment from the levee project area to nearby locations beyond levee footprint area. The new locations will be beyond the levee footprint but will still be within Papio NRD levee right-of-way.

Attached is a copy of the proposed OPPD right-of-way easement for the installation of overhead electric facilities and equipment in the R616-R613 levee right-of-way for your review. It is proposed that the easement be provided at no cost to OPPD.

**It is Management's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Right-of-Way easement for Missouri River Levee System Unit R616-R613 Right-of-Way with Omaha Public Power District, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



**R616 - R613 Levee:**  
BNSF RR to Harlan Lewis Rd.  
OPPD Proposed Structures ROW  
Easement Location Map



**NRD Property**

**Project Location**

**R-613 / R-616  
Levee**

2,000  
Feet

Map Date: 7/2/2024



Return to:  
OMAHA PUBLIC POWER DISTRICT  
Land Management 6W/EP4  
444 South 16<sup>th</sup> Street Mall  
Omaha, Nebraska 68102-2247

OPPD Doc. #: 3.006 03(238)  
Date: 07/08/2024  
OVH

## RIGHT-OF-WAY EASEMENT

### PAPPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

That part of the Northwest Quarter of Section 13, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southwest corner of the said NW 1/4 of Section 13; thence North 02°23'21" West (bearings referenced to the Nebraska State Plane System (South Zone)) for 253.62 feet along the west line of the said NW 1/4 of Section 13 to the centerline of the Papillion Creek; Thence North 17°53'04" East for 308.64 feet along said centerline; Thence along a curve to the left (having a Radius of 300.00 feet and a long chord bearing North 17'33'03" West for 347.87 feet) for an arc length of 371.08 feet to the southeast right of way line of the Burlington Northern Railroad; Thence North 35°53'58" East for 319.84 feet along said southeast ROW line to the east right of way line of the permanent easement granted to the Corps of Engineers as recorded in Bk. 41, P 676 in the office of the Sarpy County Register of Deeds; Thence South 25°34'06" East for 523.00 feet along said permanent easement line; Thence South 23°30'37" West for 721.17 feet along said permanent easement line to the south line of the said NW 1/4 of Section 13; Thence South 87°22'42" West for 105.00 feet to the Point of Beginning.

Contains 5.62 acres.

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does 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, hereafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, inspect, repair, replace, renew, add to, remove, operate, and maintain its overhead electric facilities and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area"):

### OPPD EASEMENT A

An Omaha Public Power District easement located in part of the Northwest Quarter of Section 13, Township 13 North, Range 13 East of the 6th P.M. Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Southwest corner of said Northwest 1/4 Quarter of Section 13; thence N02°23'21"W (assumed bearing) along the West line of said NW 1/4 of Section 13, a distance of 253.62 feet; thence N17°53'04"E, a distance of 308.64 feet, to the Point of Beginning; thence N17°53'04"E, a distance of 16.03 feet; thence S68°30'25"E, a distance of 212.74 feet; thence S23°30'37"W, a distance of 16.00 feet; thence N68°30'25"W, a distance of 211.61 feet to the point of beginning.

Said tract of land contains an area of 3,394.80 square feet (0.08 acres), more or less.

**AND;**

**OPPD EASEMENT B**

An Omaha Public Power District easement located in part of the Northwest Quarter of Section 13, Township 13 North, Range 13 East of the 6th P.M. Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Southwest corner of said Northwest 1/4 Quarter of Section 13; thence N87°22'42"E (assumed bearing) along the South line of the said NW 1/4 of Section 13, a distance of 105.00 feet; thence N23°30'37"E, a distance of 478.47 feet to the Point of Beginning; thence N15°34'41"E, a distance of 212.09 feet; thence N20°58'3"W, a distance of 399.84 feet; thence S24°2'51"W, a distance of 23.69 feet; thence N65°57'9"W, a distance of 10.00 feet; thence N15°3'9"E, a distance of 40.52 feet; thence N69°7'59"E, a distance of 16.00 feet; thence S20°58'3"E, a distance of 409.19 feet; thence N21°49'49"E, a distance of 44.51 feet; thence S25°54'5"E, a distance of 13.51 feet; thence S21°49'49"W, a distance of 49.56 feet; thence S43°24'26"E, a distance of 12.12 feet; thence S23°30'37"W, a distance of 212.57 feet to the Point of Beginning.

Said tract of land contains an area of 10,199.30 square feet (0.23 acres), more or less.

See Exhibit "A" attached hereto for a sketch 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 trees located outside the Easement Area which in falling could come within fifteen (15) feet of the electric facilities 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 but not the obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area and to temporarily open any fences crossing said 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 buildings, structures, improvements, trees, hay or straw stacks, retaining walls or loose rock walls, or other property to remain or placed in said Easement Area, but the same may be used for gardens shrubs, landscaping, paving and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Grantor shall provide written notice and coordinate with the District prior to changing or altering the grade of the Easement Area; such grading shall not then or later interfere with the hereinbefore granted rights. Grantor shall not allow the burning of any materials of any nature within the Easement Area.

Where the District's facilities are placed adjacent to the Grantor Property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the District's facilities.

The District shall have the right of ingress and egress across the Grantor 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 Grantor and/or lessee of the Grantor Property, as their interests may appear, for all damages to growing crops, fences or other property on the Grantor Property 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. District shall construct the overhead electric facilities and equipment without damaging the flood mitigation structures located on the Grantor's Property. District shall be responsible for the cost to repair the flood mitigation structures on Grantor's Property which are damaged by the District, its employees, its contractors and/or agents when utilizing the rights granted herein.

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

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.

SW	¼	NW	¼	Section	13	Township	13	North	Range	13	East	SAR	County
						Subdivision	Lands				Lot	TL2B	
ROW	JL/BL	Customer Rep				Engineer	Knuth/Willey				W.O. #	75325301	

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OWNERS SIGNATURE(S)**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024,  
by \_\_\_\_\_  
(Name(s) of Person(s) Signing)

Witness my hand and Notarial Seal the date above written.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

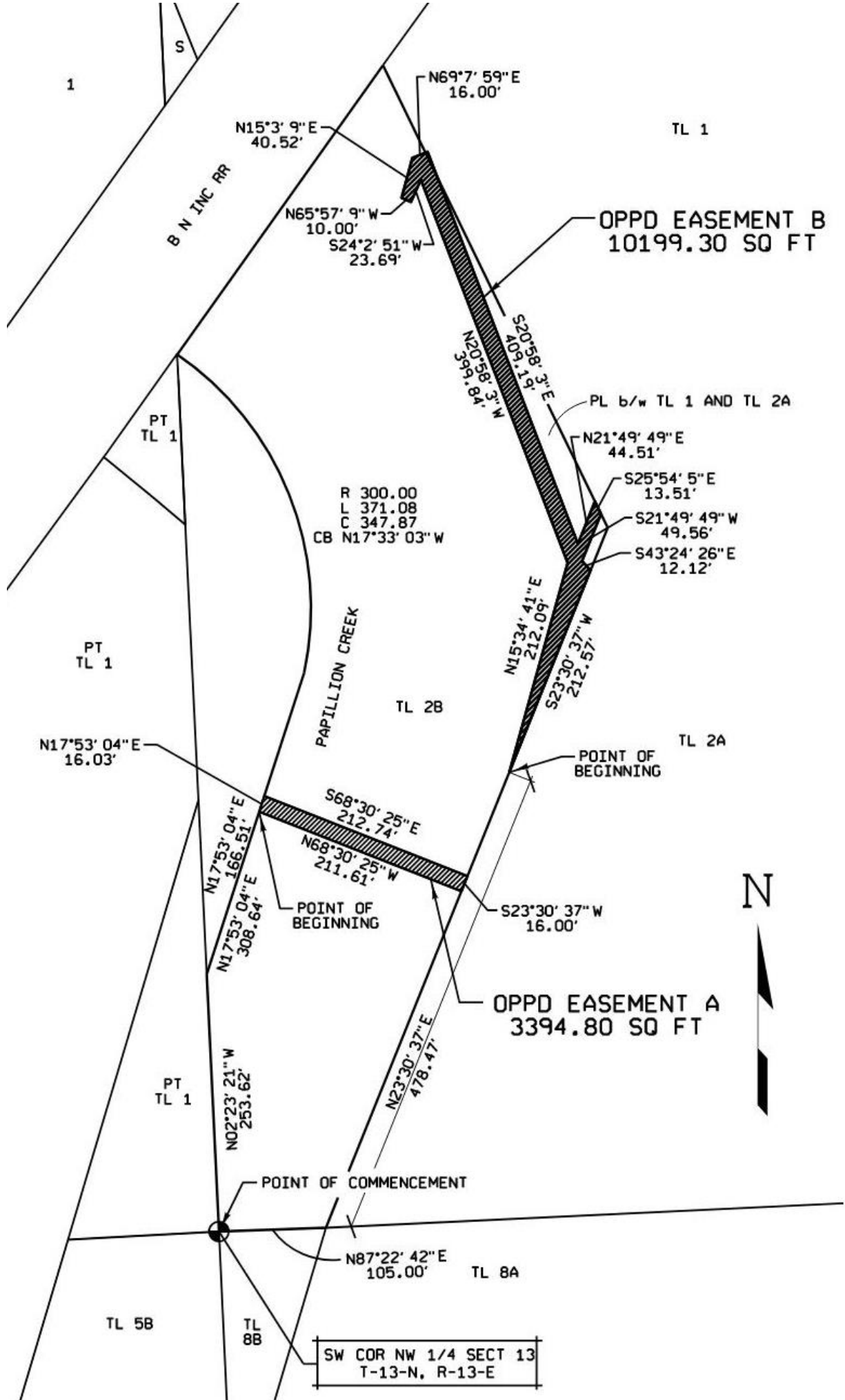
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SW	¼	NW	¼	Section	13	Township	13	North	Range	13	East	SAR	County
						Subdivision	Lands				Lot	TL2B	
ROW	JL/BL	Customer Rep				Engineer	Knuth/Willey				W.O. #	75325301	



**OMAHA PUBLIC POWER DISTRICT**  
 LAND MANAGEMENT DEPARTMENT

Project Name	AR 68059 - MODIFICATION OF FEDERAL LEVEE SYSTEMS R-613 & R-616-613		Tract No.	3.006 03(238)	Date	07/31/24	Work Order	0075325301	
NW	1/4	Section	13	Township	13	Range	13	County	Sarpy
ROW	JLL	Engineer	Knuth	Customer	REP		n/a		