

55-133

OMAHA PUBLIC POWER DISTRICT  
PERMIT FOR CO-OCCUPATION OF EASEMENT AREA  
BY PAPIO NATURAL RESOURCES DISTRICT  
FOR GRADE STABILIZATION STRUCTURE S-6

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Omaha Public Power District, hereafter termed Permitter, does hereby grant approval and a permanent permit to the Papio Natural Resources District, hereinafter termed the "District", to construct, operate and maintain grade stabilization structures and appurtenances thereto, designated as S-6 in the Papillion Creek Watershed plans, in, over and across,

A strip of land One Hundred Seventy feet (170') in width lying adjacent to and parallel to the South line of the Northwest Quarter (NW-1/4) of Section Twenty-one (21), Township Fourteen (14) North, Range Eleven (11) East of the 6th p.m., Sarpy County, Nebraska; corridor shall also be described as the Southernmost 170' of said Northwest Quarter.

hereinafter termed the "easement area", in accordance with the plans and specifications for such a structure prepared by the Soil Conservation Service - U.S. Department of Agriculture, such approval and permit to be subject to the following terms and conditions, to-wit:

1. Permitter's improvements in the Easement Area damaged as a result of construction, operation or maintenance of the structure and appurtenances are properly and immediately restored to their "as built" condition.

2. The District agrees to hold the Permitter harmless from and against any and all liability, causes of action and claims arising out of or resulting from the use of said Easement Area by the District, including liability for any injury to any personnel employed by the District or any personnel employed by contractors or subcontractors of the District or the Soil Conservation Service, U. S. Dept. of Agriculture.

3. Upon completion of construction of the structure or any modification, the District shall furnish to the Permitter two copies of "as built" plans for the construction or modification.

4. The District agrees to reimburse the Permitter upon demand, for the cost of any work done by Permitter in the Easement Area attributable to removal, reinstallation, replacement, relocation and/or alteration of the Permitter's improvements at the Easement Area undertaken by Permitter at the request of the District.

5. The District assumes the entire risk of loss or damage to its structure, from all causes whatsoever, including flood, or other natural disaster or act of God, and Permitter shall not have any responsibility for maintenance of the District's structure.

6. It is understood that this agreement does not include a warranty by the Permitter of its title to its easement in the Easement Area or to the permit to co-occupy the same herein conveyed. It shall be the responsibility of the District to secure such other land rights as shall be necessary for its structure.

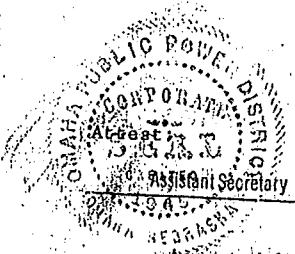
7. This Permit shall be effective upon return by the District to the Permitter of a copy hereof, bearing the acceptance by the District of the terms and conditions hereof endorsed, in the space provided below for such acceptance.

FILED FOR RECORD 7-25-82 AT 3:40 P.M. IN BOOK 55 OF Misc. Rec. 6  
PAGE 133 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB.

Sheet 01041

55-133A

DATED this 21 day of October, 1981.



G.P. Bahle  
Permitter  
Assistant General Manager

By [Signature] G.J. Kelley

Accepted by the Papio Natural Resources District this 5<sup>th</sup> day of November, 1981.

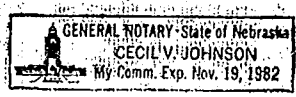
[Signature]  
General Manager

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS.

Personally came G.P. Bahle Assistant General  
MANAGER of OMAHA PUBLIC POWER DISTRICT

and who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the execution of same to be the voluntary act of said ASSIST. GEN. MGR. for the purpose therein expressed and that the corporate seal of said CORPORATION was thereto affixed by its authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Notarial Seal this 21 day of OCTOBER, 1982.



[Signature]  
Notary Public

My Commission expires this 19 day of November, 1982.

SEARCHED TRK INDEXED SEA SERIALIZED SEP FILED HEP  
DATE 10-1-81 DATE 10-13-81 DATE 10-15-81 DATE 10-16-81 DATE 10-19-81