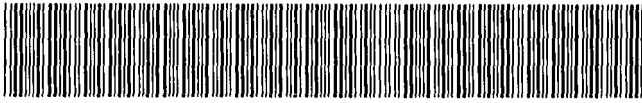


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 FEE *100.00* FB *01.600000*
 BKP *23-15-13* EXAM *AD*
 IND *PJ* SCAN PRF *BA*

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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RETURN TO: City H,

CHECK NUMBER

**TEMPORARY CONSTRUCTION EASEMENT
(CORPORATION)**

City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section

| FOR OFFICE USE ONLY | |
|---------------------|---|
| Project: | OPW 51874 |
| City Proj. No.: | |
| Tract No.: | 1 |
| Address: | 4 th and Marcy Street Omaha, Nebraska 68102 |

KNOW ALL MEN BY THESE PRESENTS:

THAT **OMAHA PUBLIC POWER DISTRICT**, a public corporation and municipal subdivision of the State of Nebraska, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Hundred Sixty Three Thousand Six hundred Twenty and NO/100 dollars (\$263,620.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha, Nebraska**, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of the South Interceptor Force Main Sewers and appurtenances thereto together with the modification of the below grade Existing Leavenworth Sewer infrastructure, diversion pumping and diversion structures and sewers associated with such structures and construction of an above grade Electrical Building and appurtenances thereto pursuant to and in accordance with the improvement drawings attached hereto as Exhibit "B", in, through, and under the parcel of land described as follows to-wit (the "Easement Area"):

SEE ATTACHED EXHIBIT "A" TEMPORARY EASEMENT LEGAL DESCRIPTION

The GRANTOR and the CITY agree as follows:

- 1) The GRANTOR grants to the CITY the right of ingress and egress across that portion of the Property (hereinafter defined) that is commonly referred to as the vacated portion of Marcy Street, East of 6th Street and further depicted on Exhibit "C" attached hereto, for the purpose of exercising its rights under this easement.
- 2) That this easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed three and one half (3.5) years or 1,278 calendar days from October 1, 2012.
- 3) The CITY acknowledges and agrees that the GRANTOR currently has certain buildings, improvements and other structures in, on and over the Easement Area, as such buildings, improvements and other structures may be improved and modified from time to time in the future (collectively, the "Existing Improvements"). The CITY's easement granted herein shall be subordinate to the Existing Improvements and the CITY shall not cause any damage to such Existing Improvements, except for those improvements shown on the attached Exhibit "D", which are to be removed and not replaced by the CITY.
- 4) GRANTOR reserves the right, privilege and authority to make any materially new or additional improvements in the Easement Area (collectively, the "Future Improvements"); provided, that, GRANTOR shall provide prior written notice to the CITY of such improvements and; provided, further, that GRANTOR will (i) work collaboratively with the CITY in order to inform itself of the CITY's future planned improvements within the Easement Area and avoid potential conflicts in the Easement Area, and (ii) use commercially reasonable efforts to minimize the impact of such improvements on any planned improvements then-known and/or reasonably anticipated by the CITY. If any Future Improvements of the GRANTOR require modification to any of the CITY's existing improvements in the Easement Area, then the parties agree to negotiate in good faith in order to mutually agree on the implementation of such modifications and the allocation of costs associated therewith.
- 5) The Existing Improvements, any Future Improvements and any trees, grass or shrubbery placed within the Easement Area by GRANTOR shall be maintained by GRANTOR, its heirs, successors or assigns; provided, that, GRANTOR agrees not to plant any new trees over the proposed sewer improvements without the CITY's prior written consent, which consent will not be unreasonably withheld.
- 6) That CITY will repair, replace or rebuild, at the GRANTOR's election and at the CITY's cost and expense, any and all damage to the Existing Improvements, except for those improvements shown on the attached Exhibit "D" which will be removed and not replaced by the CITY, and/or the Future Improvements caused by the CITY, its agents, employees, contractors and/or representatives during its exercise of its rights under this Easement. Without limiting the generality of the foregoing, the CITY shall also be responsible for any damages to the Easement Area and/or the parcel(s) of real property upon which the Easement Area is located (the "Property") or improvements located thereon, caused by the CITY, its agents, employees, contractors and/or representatives.
- 7) At no point shall the CITY, its agents, employees, contractors and/or representatives store or use any hazardous materials upon the Property and/or Easement Area. The CITY acknowledges that it is aware that certain facia from the building adjacent to the Easement Area has been falling off of said building from time to time and, as a result, the CITY, its agents, employees, contractors and/or representatives agree to use commercially reasonable efforts to stay a safe distance away from the building and to implement, at the CITY's sole cost and expense, reasonable safety measures in order to protect any of its agents, employees, contractors and/or representatives during their performance of work within the Easement Area.

City 4

- 8) The CITY agrees to indemnify, defend and save the GRANTOR harmless from and against any and all damages, losses, liabilities and claims (including reasonable costs of litigation and reasonable attorney fees) alleged against or incurred by the GRANTOR, for property damage, personal injury or death to persons (including, without limitation, third parties and the GRANTOR 's servants, agents, employees, contractors and/or representatives) arising out of or in connection with the CITY's use of the Easement Area or performance under this Easement.
- 9) The CITY, its agents, employees, contractors and/or representatives shall coordinate with GRANTOR so as to not restrict the GRANTOR's access to the entire Property.
- 10) The CITY, its agents, employees, contractors and/or representatives agree to follow GRANTOR's Safety and Access Rules and Regulations for the Property, as amended by GRANTOR from time to time, at all times while on the Easement Area. Notwithstanding anything set forth herein to the contrary, the CITY shall design all of its improvements within the Easement Area to comply with AASHTO Standards of HS-20 with a turning radius of 60'.
- 11) All ingress and egress by the CITY, its agents, employees, contractors and/or representatives to the Easement Area shall be upon the Easement Area and/or across public rights-of-way or as otherwise described in Section 1 of this easement. Neither the City, nor its agents, employees, contractors or representatives shall have ingress or egress rights upon the Property other than upon the Easement Area.
- 12) The City may use contractors, agents, employees, and/or representatives in order to perform its work within the Easement Area in accordance with and subject to the conditions of this Easement.
- 13) That CITY shall cause any trench or excavation of the Easement Area to be properly refilled and the soil to be settled in order to cause the premises to be left in a neat and orderly condition in the manner and at the grade in which the property was received by the CITY; provided, that, GRANTOR acknowledges that some grades will be built above existing grade to provide minimum depth cover for the sewers.
- 14) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons.
- 15) The CITY shall provide and maintain the following insurance coverage's for its provision of work on the Easement Area. Except as otherwise expressly set forth herein, the CITY shall require each of its subcontractors to provide the same insurance described in this Paragraph. The CITY and its subcontractors shall provide evidence of insurance as requested by GRANTOR to confirm that these requirements are satisfied:
 - i. Commercial General Liability Insurance
The CITY shall maintain commercial general liability insurance, including coverage for rigger's liability, products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, personal injury liability, explosion collapse underground hazard (XC&U), with limits of \$1,000,000 per occurrence, and \$2,000,000 general aggregate; with umbrella liability limits of \$9,000,000 per occurrence, and \$9,000,000 general aggregate.
 - ii. Business Automobile Insurance
The CITY shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$2,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
 - iii. Workers Compensation & Employers Liability Insurance
The CITY shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. Contractor shall also maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 each employee for injury.
 - iv. General Requirements
GRANTOR shall be an additional insured, under the CITY's commercial general liability insurance as required under Paragraph 13(i) and an additional insured under the business automobile insurance required under Paragraph 13(ii). In the event of a loss arising out of or related to the CITY's or its subcontractor's performance of work hereunder, all insurance required under Paragraph 8 of this Section shall be primary (pay first) with respect to any other insurance which may be available to the DISTRICT, regardless of how the "other insurance" provisions may read. The CITY shall be responsible for insuring all of its own personal property, tools and equipment.

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed)(the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this 7th day of NOVEMBER, 2012.

OMAHA PUBLIC POWER DISTRICT,
a Political Corporation and Municipal Subdivision of the State of Nebraska



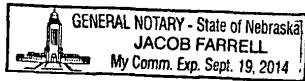
Sherrye L. Hutcherson
Vice President – Corporate Services & CAO

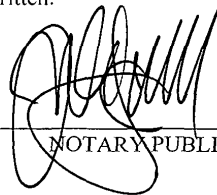
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 7th day of NOVEMBER, 2012, before me, a Notary Public, in and for said County, personally came the above named: **Sherrye L. Hutcherson**, Vice President Corporate Services & CAO for Omaha Public Power District who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be her voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:





NOTARY PUBLIC

Imprinted Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:



Buster Brown, City Clerk

By 

Jim Suttle, Mayor, City of Omaha

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

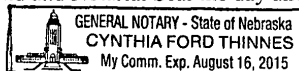
STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 7th day of November, 2012, before me, a Notary Public in and for said County, personally came Jim Suttle, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:





NOTARY PUBLIC

- 16) GRANTOR may assign its rights under this Easement upon written notice to the CITY. The CITY shall not be allowed to assign its rights and obligations under this Easement to any other party without the written consent of GRANTOR which consent shall not be unreasonably withheld.
- 17) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except (i) a Permanent Sewer Easement, and (ii) the Second Revised Statement of Offer which includes the payment by the CITY to GRANTOR of a Negotiated Settlement sum of \$386,380, in addition to the sum of \$263,620 for this Temporary Easement and the sum of \$450,000 for the Permanent Sewer Easement for a Total Amount Offered of \$1,100,000, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein and therein.

[Signature Pages to Follow]

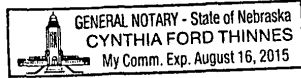
STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 7th day of November, 2012, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



Cynthia Ford Thinnes
NOTARY PUBLIC

Exhibit "A"
Page 1 of 10

Temporary Easement 01

A temporary easement over that part of Lot 2, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the southeast corner of said Lot 2;

Thence North 09°55'58" West (assumed bearings) for 258.47 feet along the east line of said Lot 2;

Thence South 80°04'02" West for 57.47 feet to the TRUE POINT OF BEGINNING;

Thence South 87°20'42" West for 12.14 feet;

Thence North 02°42'06" West for 27.51 feet;

Thence South 88°52'38" West for 8.03 feet;

Thence North 03°10'37" West for 20.70 feet;

Thence South 88°25'27" West for 5.52 feet;

Thence North 02°50'26" West for 47.84 feet;

Thence South 87°38'37" West for 9.18 feet;

Thence North 02°21'23" West for 15.84 feet;

Thence South 88°18'22" West for 60.67 feet;

Thence North 10°18'52" West for 23.57 feet;

Thence North 88°18'22" East for 63.20 feet;

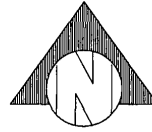
Thence along a curve to the right (having a radius of 2980.05 feet and a long chord bearing South 18°33'15" East for 140.21 feet) for an arc length of 140.23 feet to the Point of Beginning.

Contains 2,485.16 square feet.

10-18-11

LAMP, RYNEARSON & ASSOCIATES, INC.

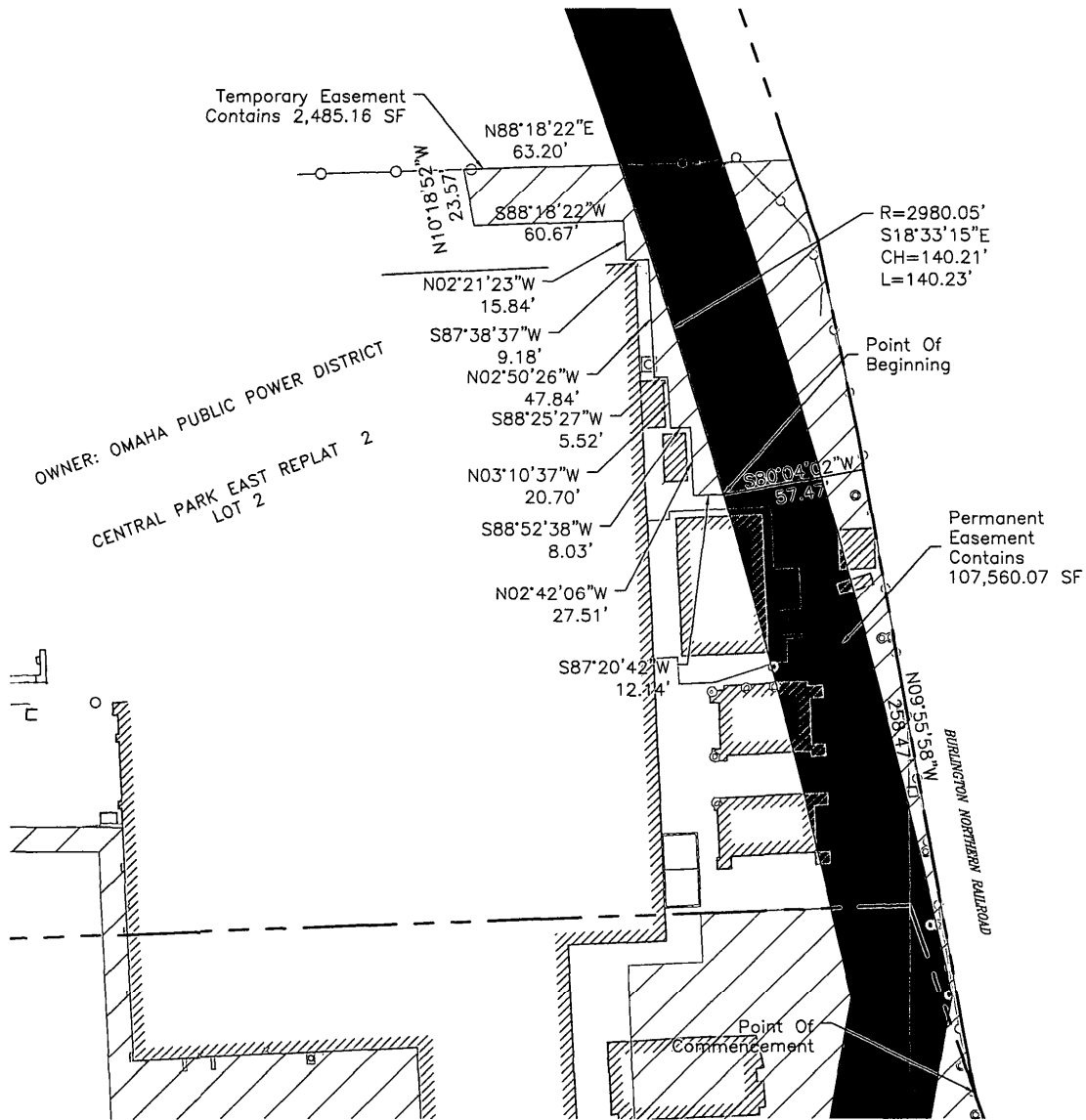
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S.W. 1/4, SEC. 23-15-13
SCALE: 1"=60'

LEGAL DESCRIPTIONS

A temporary easement over that part of Lot 2, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
(SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT




| | | |
|---|---|------------------------------|
|  | TEMP ACCESS EASEMENT _____ S.F. | PROJECT NO. <u>OPW 51874</u> |
|  | PERMANENT EASEMENT _____ S.F. | TRACT NO. _____ |
|  | TEMPORARY EASEMENT <u>2,485.16</u> S.F. | TEMPORARY EASEMENT 01 |

Exhibit "A"
Page 3 of 10

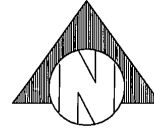
Temporary Easement 02

SE 1/4 of AAA

A temporary easement over that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:
Commencing at the southeast corner of said Lot 2;

Thence North 18°33'53" West (assumed bearings) for 81.79 feet along the south line of said Lot 2;
Thence South 87°54'20" West for 31.91 feet continuing along said south line to the TRUE POINT OF BEGINNING;

Thence South 12°24'42" East for 38.39 feet;
Thence South 10°13'52" West for 91.11 feet;
Thence South 07°55'41" West for 41.53 feet;
Thence South 87°28'00" West for 70.53 feet;
Thence North 33°23'26" East for 13.06 feet;
Thence North 02°06'25" West for 137.25 feet;
Thence North 87°53'35" East for 30.14 feet;
Thence North 02°06'25" West for 20.31 feet to the south line of said Lot 2;
Thence North 87°53'35" East for 52.65 feet to the Point of Beginning.
Contains 12,534.50 square feet.

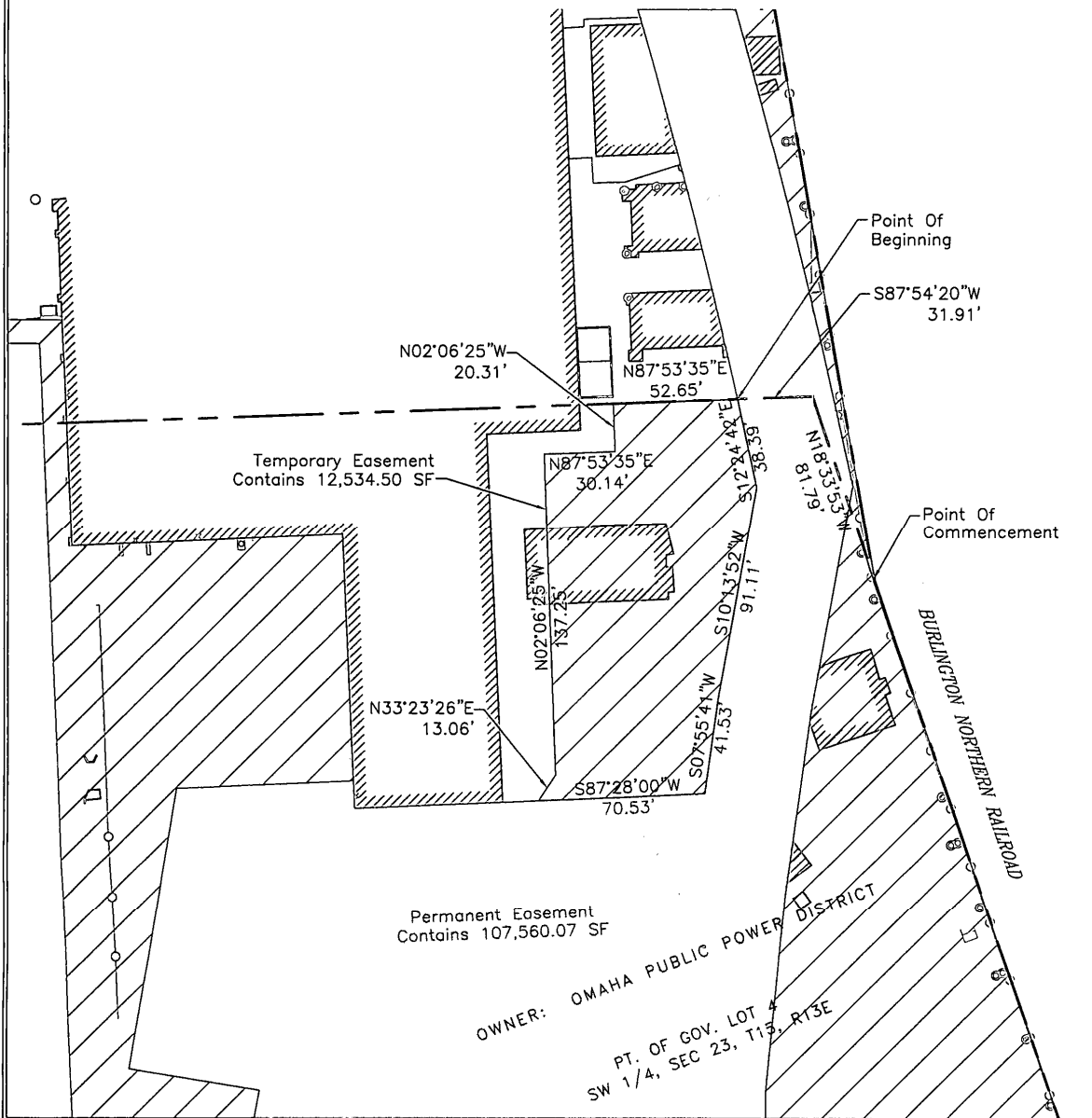


S.W. 1/4, SEC. 23-15-13
SCALE: 1"=60'

LEGAL DESCRIPTIONS

SE 1/4 of the ^{AAA}

A temporary easement over that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

| | | |
|--|--|------------------------------|
| | TEMP ACCESS EASEMENT _____ S.F. | PROJECT NO. <u>OPW 51874</u> |
| | PERMANENT EASEMENT _____ S.F. | TRACT NO. _____ |
| | TEMPORARY EASEMENT <u>12,534.50</u> S.F. | TEMPORARY EASEMENT <u>02</u> |

Temporary Easement 03

A temporary easement over that part of Lot 2, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

SE 1/4 of the

Commencing at the intersection of the west right of way line of the Burlington Northern Railroad with the north right of way line of the Union Pacific Railroad;

Thence North 89°07'41" West (assumed bearings) for 219.25 feet along said north right of way line;

Thence North 79°18'05" West for 243.24 feet continuing along said north right of way line to the TRUE POINT OF BEGINNING;

Thence North 79°18'05" West for 69.15 feet continuing along said north right of way line;

Thence North 03°20'43" West for 196.42 feet;

Thence North 86°39'17" East for 12.20 feet;

Thence North 02°29'17" West for 402.13 feet;

Thence North 90°00'00" West for 131.47 feet;

Thence South 86°38'50" West for 1.03 feet;

Thence North 40°57'42" West for 5.95 feet;

Thence South 87°19'23" West for 30.15 feet;

Thence South 87°38'38" West for 36.25 feet;

Thence North 48°33'36" West for 2.82 feet;

Thence South 87°23'02" West for 21.11 feet;

Thence South 41°01'20" West for 9.67 feet;

Thence South 87°23'14" West for 43.21 feet;

Thence North 01°04'36" East for 10.01 feet;

Thence North 87°23'02" East for 123.21 feet;

Thence North 86°38'50" East for 20.45 feet;

Thence North 90°00'00" East for 141.46 feet;

Thence South 02°29'17" East for 96.05 feet

Thence North 87°27'46" East for 115.22 feet;

Thence South 02°32'52" East for 105.34 feet;

Thence South 87°27'08" West for 75.06 feet;

Thence South 09°26'03" West for 122.75 feet;

Thence South 80°33'57" East for 56.01 feet;

Thence South 10°13'23" West for 51.20 feet;

Thence South 00°01'22" East for 241.30 feet to the Point of Beginning.

Contains 42,186.25 square feet.

10-18-11

LAMP, RYNEARSON & ASSOCIATES, INC.

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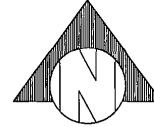
LEGAL DESCRIPTIONS

Exhibit "A"
Page 6 of 10

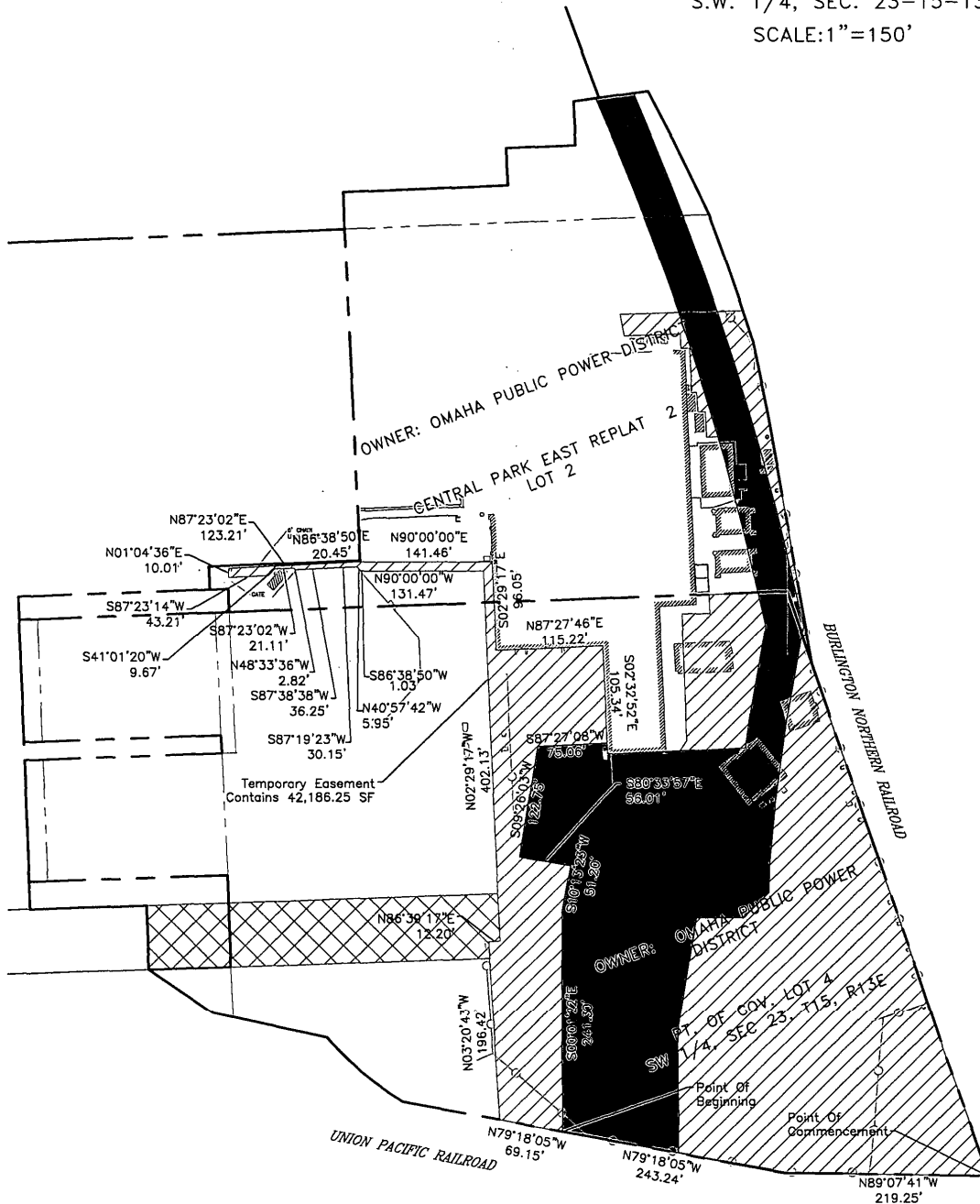
A temporary easement over that part of Lot 2, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

SE 1/4 of the




AAA



S.W. 1/4, SEC. 23-15-13
SCALE: 1"=150'



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

| | | |
|---|--|------------------------------|
|  | TEMP ACCESS EASEMENT _____ S.F. | PROJECT NO. <u>OPW 51874</u> |
|  | PERMANENT EASEMENT _____ S.F. | TRACT NO. _____ |
|  | TEMPORARY EASEMENT <u>42,186.25</u> S.F. | TEMPORARY EASEMENT <u>03</u> |

Temporary Easement 04

A temporary easement over that part of Lot 2, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

SE 1/4 of the
AAA

Beginning at the intersection of the west right of way line of the Burlington Northern Railroad with the north right of way line of the Union Pacific Railroad;
Thence North 89°07'41" West (assumed bearings) for 219.25 feet along said north right of way line;

Thence North 79°18'05" West for 115.45 feet continuing along said north right of way line;
Thence North 00°15'43" West for 135.88 feet;
Thence North 09°26'03" East for 124.62 feet;
Thence South 90°00'00" East for 50.96 feet;
Thence North 45°00'00" East for 38.87 feet;
Thence North 00°00'00" East for 27.59 feet;
Thence North 05°37'30" East for 86.63 feet;
Thence North 07°55'41" East for 79.17 feet;
Thence North 10°13'52" East for 98.27 feet;
Thence North 21°15'29" West for 21.97 feet;
Thence along a curve to the left (having a radius of 3020.05 feet and a long chord bearing North 18°33'15" West for 330.40 feet) for an arc length of 330.57 feet;

Thence North 88°27'11" East for 27.58 feet to the west right of way line of the Burlington Northern Railroad;

Thence South 17°48'03" East for 34.76 feet continuing along said west right of way line;
Thence South 11°35'10" East for 80.06 feet continuing along said west right of way line;
Thence South 09°55'58" East for 272.90 feet continuing along said west right of way line;

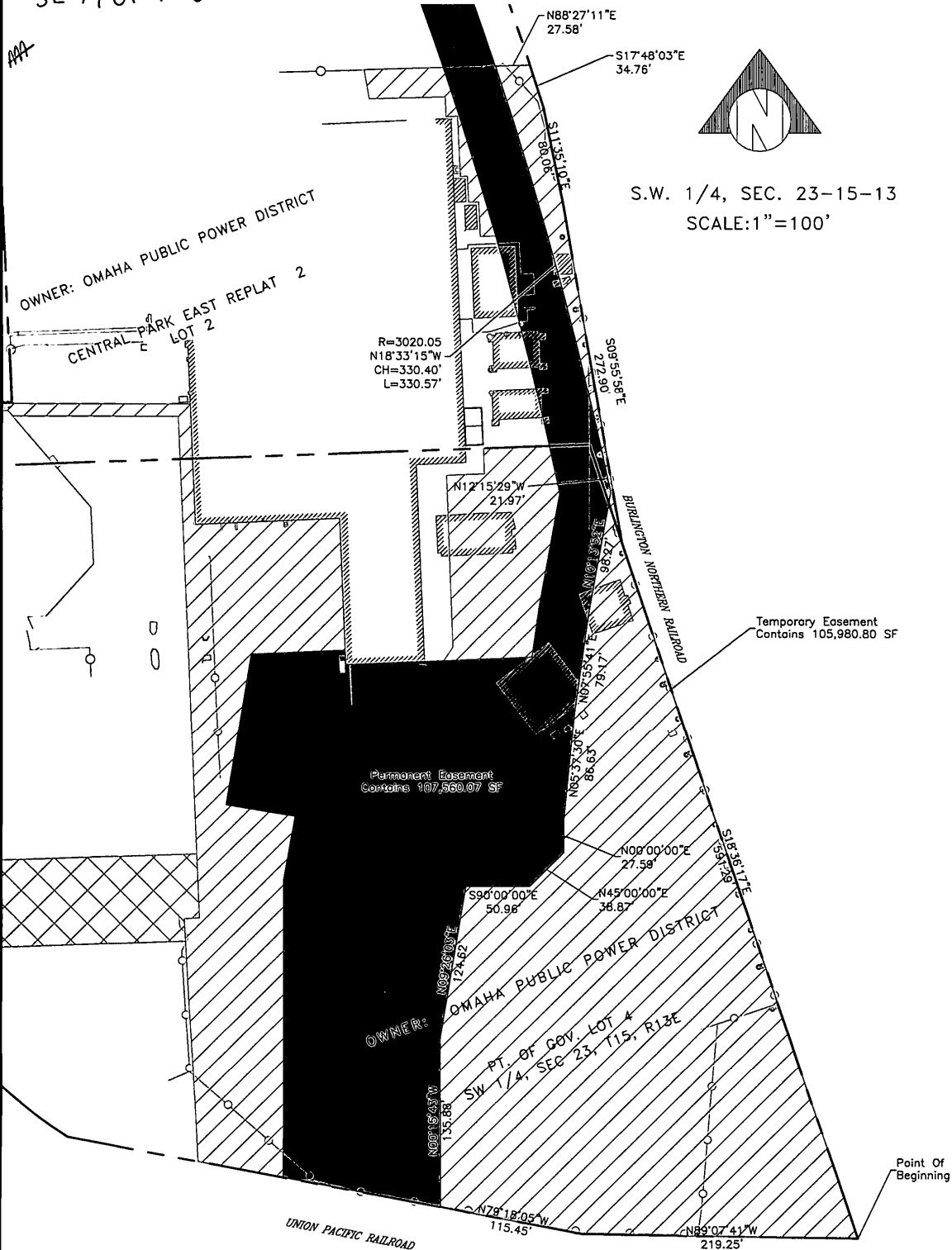
Thence South 18°36'17" East for 591.29 feet to the Point of Beginning.
Contains 105,980.80 square feet.

LEGAL DESCRIPTIONS

A temporary easement over that part of Lot 2, CENTRAL PARK EAST REPLAT 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

SE 1/4 of the

AAA



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



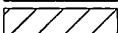
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|---|---|------------------------------|
|  | TEMP ACCESS EASEMENT _____ S.F. | PROJECT NO. <u>OPW 51874</u> |
|  | PERMANENT EASEMENT _____ S.F. | TRACT NO. _____ |
|  | TEMPORARY EASEMENT <u>105,980.80</u> S.F. | TEMPORARY EASEMENT <u>04</u> |

Exhibit "A"
Page 9 of 10

Temporary Easement 05

SE ¹/₄ of the

AAA-

A temporary access easement over that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the intersection of the west right of way line of the Burlington Northern Railroad with the north right of way line of the Union Pacific Railroad;

Thence North 89°07'41" West (assumed bearings) for 219.25 feet along said north right of way line;

Thence North 79°18'05" West for 312.40 feet continuing along said north right of way line;

Thence North 03°20'43" West for 178.26 feet to the TRUE POINT OF BEGINNING;

Thence South 88°04'51" West for 368.22 feet to the Marcy Street right of way line;

Thence North 01°55'11" West for 69.99 feet along said Marcy Street right of way;

Thence North 88°04'49" East for 379.46 feet;

Thence South 02°29'17" East for 51.54 feet;

Thence South 86°39'17" West for 12.20 feet;

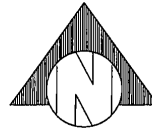
Thence South 03°20'43" East for 18.16 feet to the Point of Beginning.

Contains 26,364.39 square feet.

10-18-11

LAMP, RYNEARSON & ASSOCIATES, INC.

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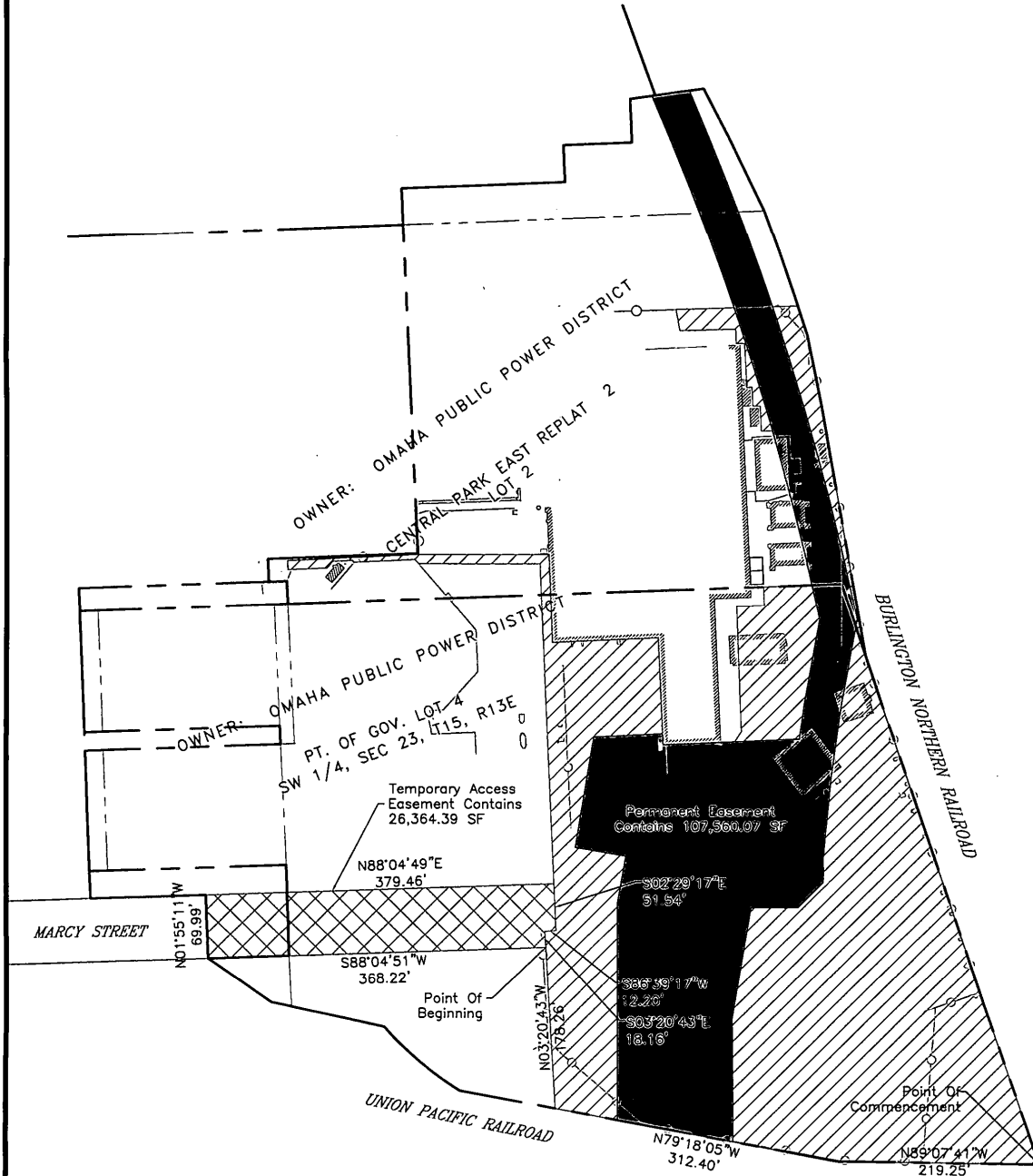


S.W. 1/4, SEC. 23-15-13
SCALE: 1"=150'




LEGAL DESCRIPTIONS

SE 1/4 of the MA

A temporary access easement over that part of Government Lot 4 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



CITY OF OMAHA – PUBLIC WORKS DEPARTMENT

| | | |
|---|--|------------------------------|
|  | TEMP ACCESS EASEMENT <u>26,364.39</u> S.F. | PROJECT NO. <u>OPW 51874</u> |
|  | PERMANENT EASEMENT _____ S.F. | TRACT NO. _____ |
|  | TEMPORARY EASEMENT _____ S.F. | Temporary Easement 05 |

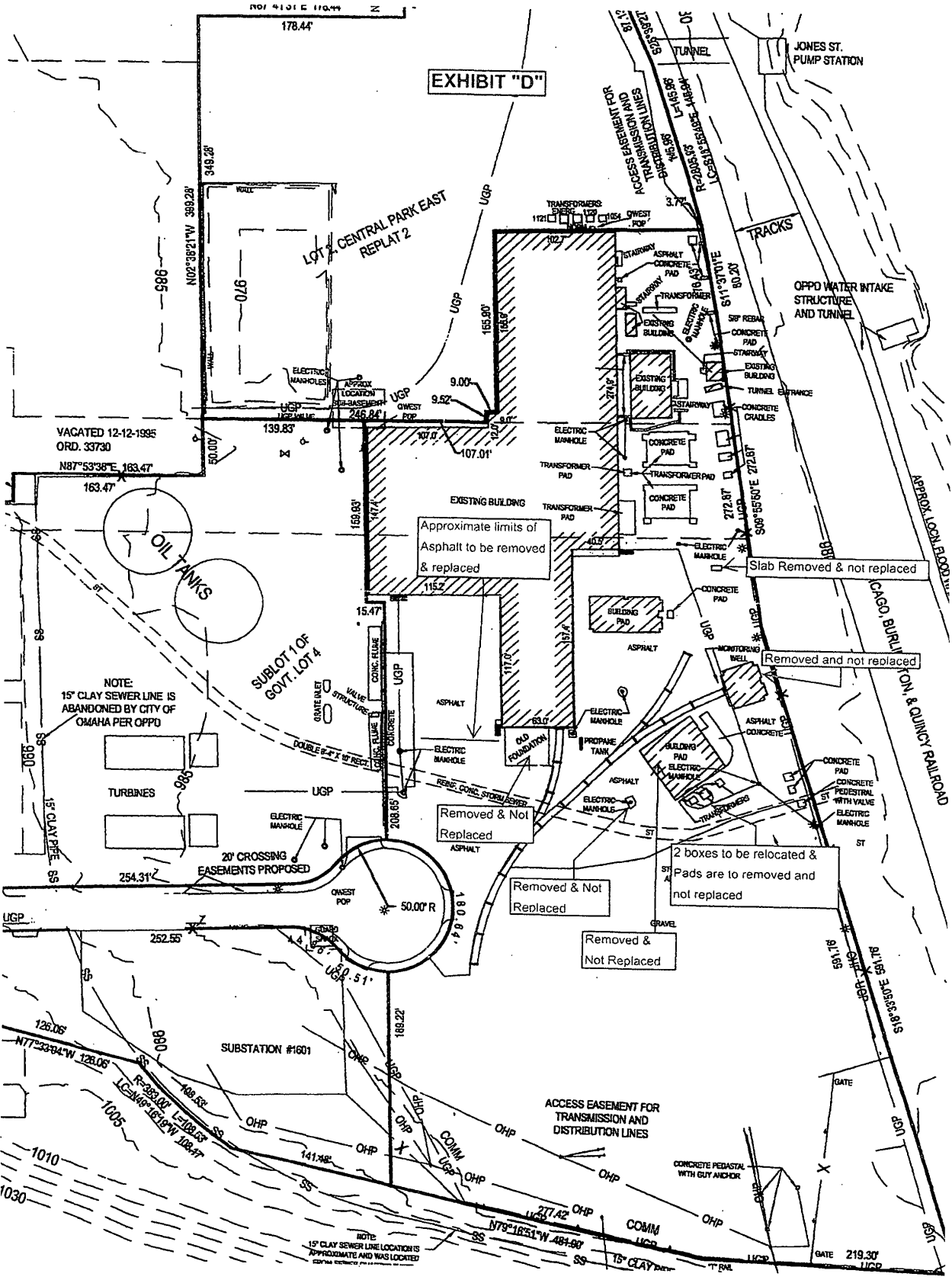


EXHIBIT "D"

LOT 2 CENTRAL PARK EAST
REPLAT 2

SUBLOT 106
GOV'T. LOT 4

SUBSTATION #1601

Approximate limits of
Asphalt to be removed
& replaced

Removed & Not
Replaced

Removed & Not
Replaced

Removed &
Not Replaced

2 boxes to be relocated &
Pads are to be removed and
not replaced

Removed and not replaced

Slab Removed & not replaced

VACATED 12-12-1995
ORD. 33730

OIL TANKS

NOTE:
15" CLAY SEWER LINE IS
ABANDONED BY CITY OF
OMAHA PER OPPD

TURBINES

20' CROSSING
EASEMENTS PROPOSED

ACCESS EASEMENT FOR
TRANSMISSION AND
DISTRIBUTION LINES

NOTE:
15" CLAY SEWER LINE LOCATION IS
APPROXIMATE AND WAS LOCATED
BY FIELD SURVEY

JONES ST.
PUMP STATION

OPPD WATER INTAKE
STRUCTURE
AND TUNNEL

TUNNEL ENTRANCE

ABRIOR LOCAL ROAD

CAGO BURBANK & QUINCY RAILROAD

591.78
591.78
E-3033-8.8
GATE 219.30

1010
1030

126.06
126.06

252.55
254.31

985
985

163.47
163.47

139.83
139.83

348.28
348.28

178.44
178.44

0.76
0.76

9.00
9.00

9.52
9.52

107.01
107.01

155.80
155.80

117.00
117.00

117.00
117.00

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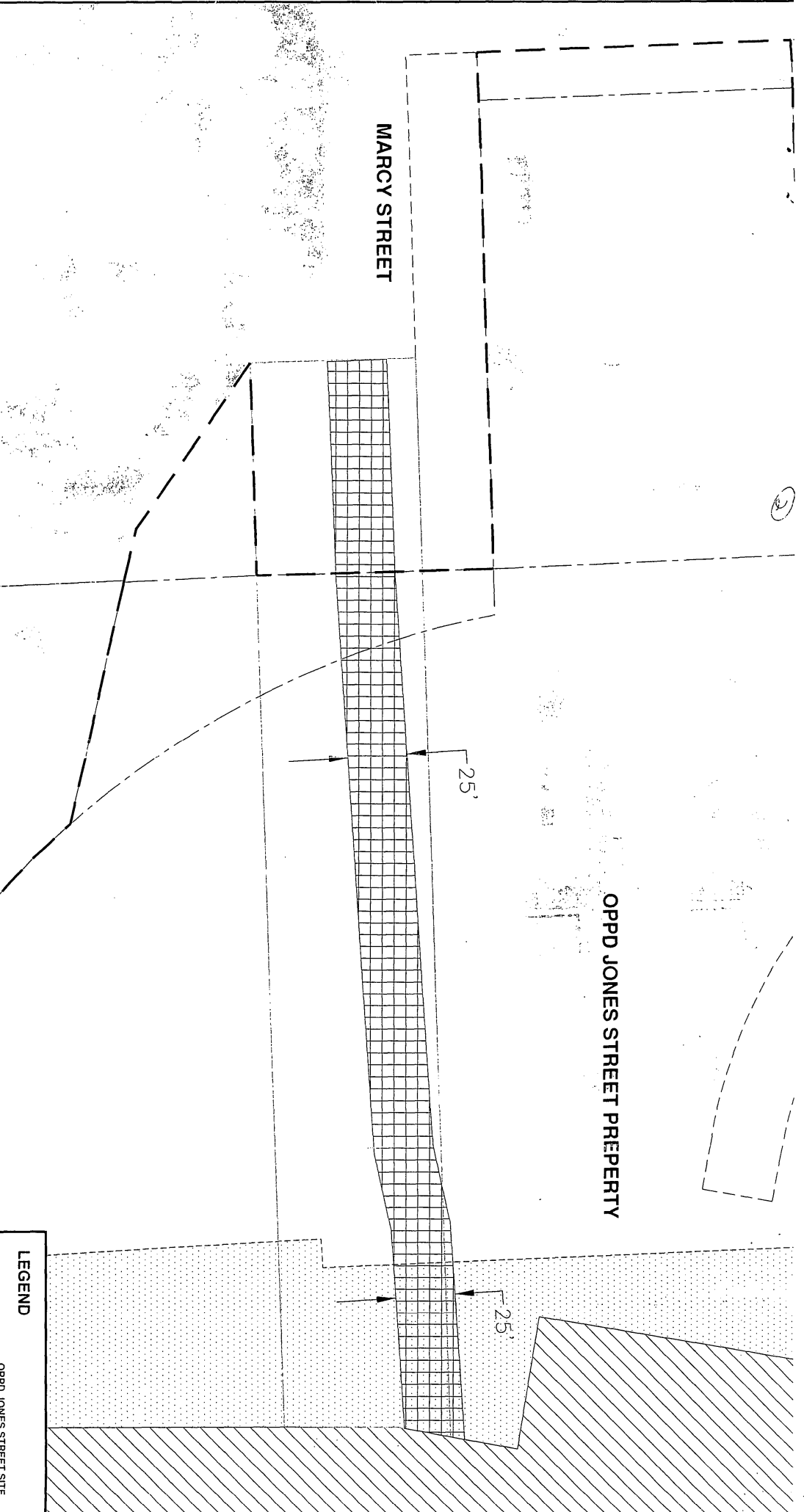
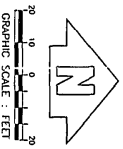


EXHIBIT "C"



LEGEND

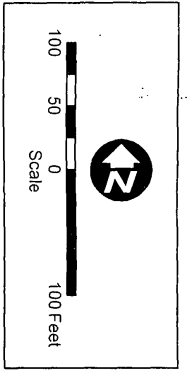
| | |
|--|---------------------------------|
| | OPPD JONES STREET SITE BOUNDARY |
| | TEMPORARY EASEMENT |
| | PERMANENT EASEMENT |
| | PERMANENT ACCESS EASEMENT |

OPPD MARCHY STREET PERMANENT ACCESS EASEMENT

CITY OF OMAHA

52223

FIGURE



OPPD PROPERTY EASEMENTS Facilities and Construction Time Frames

- Legend**
- Existing Leavenworth Sewer
 - South Interceptor 48" Forcemain (July 2013-June 2016)
 - North 54" Gravity Sewer (July 2013-Dec 2015)
 - Tunnel Diversion Structure and 144" Sewer (2021-2024)*
 - Leavenworth Lift Station Diversion Structures (Nov 2012-Mar 2013)
 - Leavenworth Lift Station Diversion Structures (Nov 2013-Mar 2014)
 - Temporary Easement (Oct 2012-June 2016)
 - Permanent Easement
- * May extend to (2024-2027)

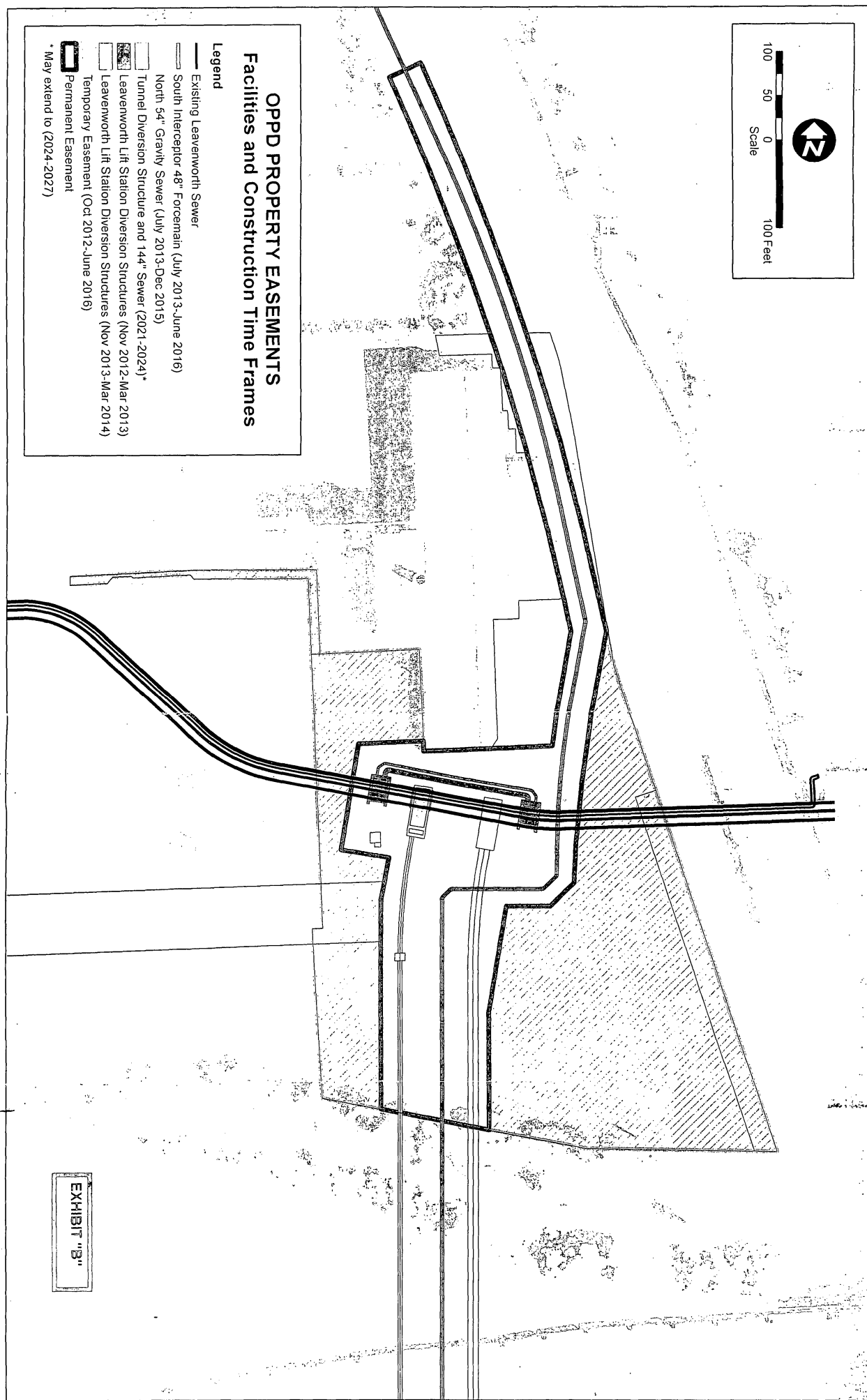


EXHIBIT "3"