



BK 0912 PG 346



MISC 1990 02010

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

CITY OF OMAHA

LEGISLATIVE CHAMBER

BOOK 912 PAGE 346

Omaha, Nebr. 19.....

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the Riverfront Redevelopment Plan, and the subsequent Redevelopment Agreement, provide that the City of Omaha and the County of Douglas cause the relocation of certain utilities within the redevelopment area; and,

WHEREAS, furtherance of such utility relocation, the Omaha Public Power District, at its cost, will relocate a 161 KV electric transmission line to an underground route along the eastern edge of the redevelopment area; and,

WHEREAS, it is necessary that the County of Douglas, the City of Omaha and the Omaha Public Power District enter into a Right-of-Way Agreement to cause such relocation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Mayor is authorized to execute, and the City Clerk to attest, the attached Right-of-Way Agreement with the Omaha Public Power District and the County of Douglas.

APPROVED AS TO FORM:

Signature of City Attorney and official seal of the City of Omaha.

2596y

RECEIVED FEB 5 1 44 PM '90 GEORGE W. GUGLIEWICZ REGISTER OF DEEDS DOUGLAS COUNTY, NE

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

Signature of City Clerk and 'BY CITY CLERK' text.

Signature of Fred Conley, Councilmember.

Adopted JAN 10 1989 7-0

Signature of Mary Sullivan Barnes, City Clerk.

Approved by Walter M. Dalmage, Mayor, dated 11/3/89.

Handwritten file tracking information: 912-346-359, 23-15-B14, 9-1, Misc COMP, FEE 75.50, DEL MC 115, FIB 03-800008, and a circled 'L'.

3

RIGHT-OF-WAY AGREEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, The CITY OF OMAHA, NEBRASKA (hereinafter called "City"), a Nebraska city of the metropolitan class, the OMAHA PUBLIC POWER DISTRICT (hereinafter called "OPPD"), a public corporation and political subdivision of the State of Nebraska, and the COUNTY OF DOUGLAS, NEBRASKA (hereinafter called "County"), a political subdivision of the State of Nebraska, hereby agree as follows:

1. CONVEYANCE OF PERMANENT RIGHT-OF-WAY EASEMENT. City, its successors and assigns, hereby grant and convey to OPPD, its successors and assigns, a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate therein, underground electric transmission lines consisting of wires, underground cables, supports and other necessary fixtures and equipment under, in and across the following described real estate (hereinafter called the "Easement"):

The North One-Half (N1/2) of Leavenworth Street lying South of and abutting the South line of sub lot one (1) of government lot Three (G.L.3), situated in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Twenty-Three (23), Township Fifteen (15) North, Range Thirteen (13), East of the 6th P.M., Douglas County, Nebraska, together with that certain strip of land as delineated on the attached Exhibits A, B, C, D, E, & F, which are hereby made a part hereof.

2. CONDITIONS OF PERMANENT RIGHT-OF-WAY EASEMENT.

- (a) OPPD shall have the right of ingress and egress across City's property and the Easement for any purpose hereinbefore granted, and shall exercise such right in a reasonable manner.
- (b) OPPD shall also have the right to burn, trim, or remove all trees and brush on said Easement as may be necessary to efficiently exercise any of the hereinbefore granted rights.
- (c) City may use and enjoy the land within the Easement provided that such use shall not, in the judgement of OPPD, endanger or be a hazard to or interfere with the hereinbefore granted rights; City shall not place or locate any buildings, structures, or other property

23-15-13



upon the Easement; City shall not change or alter the grade of the Easement without prior written approval from OPPD; City shall not burn any materials of any nature within the Easement; provided, the foregoing shall not limit City from utilizing the land within the Easement for street and roadway purposes or the granting of other utility easements that do not adversely interfere with OPPD rights granted herein.

- (d) City warrants that it has lawful possession of the Easement, good, right and lawful authority to make the conveyance of the Easement, and that City and its successors and assigns shall defend the same against the claims of all persons or entities claiming an interest conveyed to them by City which is contrary to the conveyance of the Easement and which materially interferes with the rights granted herein. Any right, title or interest in and to the Easement acquired by City after the date of this Right-Of-Way Agreement shall inure to the benefit of OPPD as the recipient of said Easement.

3. INDEMNIFICATION. County and City agree to indemnify and hold harmless OPPD, and its directors, officers, agents and employees from and against any and all losses, claims, suits, costs, expenses and other liabilities of any kind (hereinafter called "Liabilities") its successors and assigns, may incur, without exception, on account of the existence of any Hazardous Material located in, on, under or about the real estate described in Exhibits A through L inclusive. "Hazardous Material" shall mean and include any "hazardous waste" as defined in either the United States Resource Conservation and Recovery Act or regulations adopted pursuant to said Act, and also any "hazardous substance" or "hazardous material" as defined in the United States Comprehensive Environmental Response, Compensation and Liability Act and the rules and regulations promulgated thereunder, and under any similar state or local statutes or ordinances.

Liabilities on account of the existence of Hazardous Material shall include but shall not be limited to injury of any real, personal, tangible or intangible property; and contamination or threatened contamination of, injury or damage to or adverse effect on persons, animals, aquatic or wild life, vegetation, waters, air, land or the environment. County and City agree that OPPD shall not at its own expense or otherwise, be required at any time to mitigate, remediate or clean-up any damage to the Easement, or to animals, aquatic or wild life, vegetation, waters, air, land or the environment related to said Easement.

This indemnity to OPPD shall not apply to Liabilities: (1) on account of any Hazardous Material placed in or on a particular



site covered by this indemnity by OPPD or its agents after the date of this Agreement; (2) caused by the sole negligence or willful conduct of OPPD or its agents; or (3) caused by a defect in, failure of or damage by a third person to any equipment or facilities installed by OPPD in the exercise of the rights granted to OPPD in this Agreement.

4. OBLIGATIONS. The obligations provided by the County pursuant to Paragraph 3 shall apply only to the Easement designated as Exhibits "A", "B", "C", "D", "E", and "F". The obligations of the City provided by Paragraph 3 shall apply only to the Easement designated as Exhibit "F".

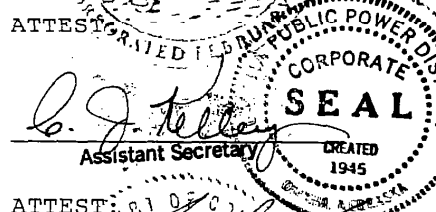
5. BINDING EFFECT. This Right-Of-Way Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Right-Of-Way Agreement, the 13th day of January, 1989.

ATTEST:  (Seal)

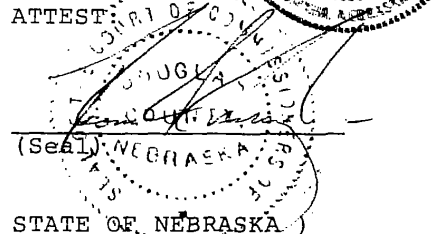
CITY OF OMAHA, NEBRASKA

BY: Walter M. Calinger 1/13/89
Title:

ATTEST:  (Seal)
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT

BY: Friedrich M. Peterson
Title: President

ATTEST:  (Seal)

COUNTY OF DOUGLAS, NEBRASKA

BY: [Signature]
Title:

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS:

The foregoing instrument was acknowledged before me this 13th day of January, 1989, by Walter M. Calinger mayor, of the City of Omaha, Nebraska, a Nebraska city of the metropolitan class, on behalf of the corporation.

LEGAL DESCRIPTION

That part of 5th Street together with that part of the alley in Block 130, ORIGINAL CITY OF OMAHA, described as follows. (See Attached for Complete Legal Description.)

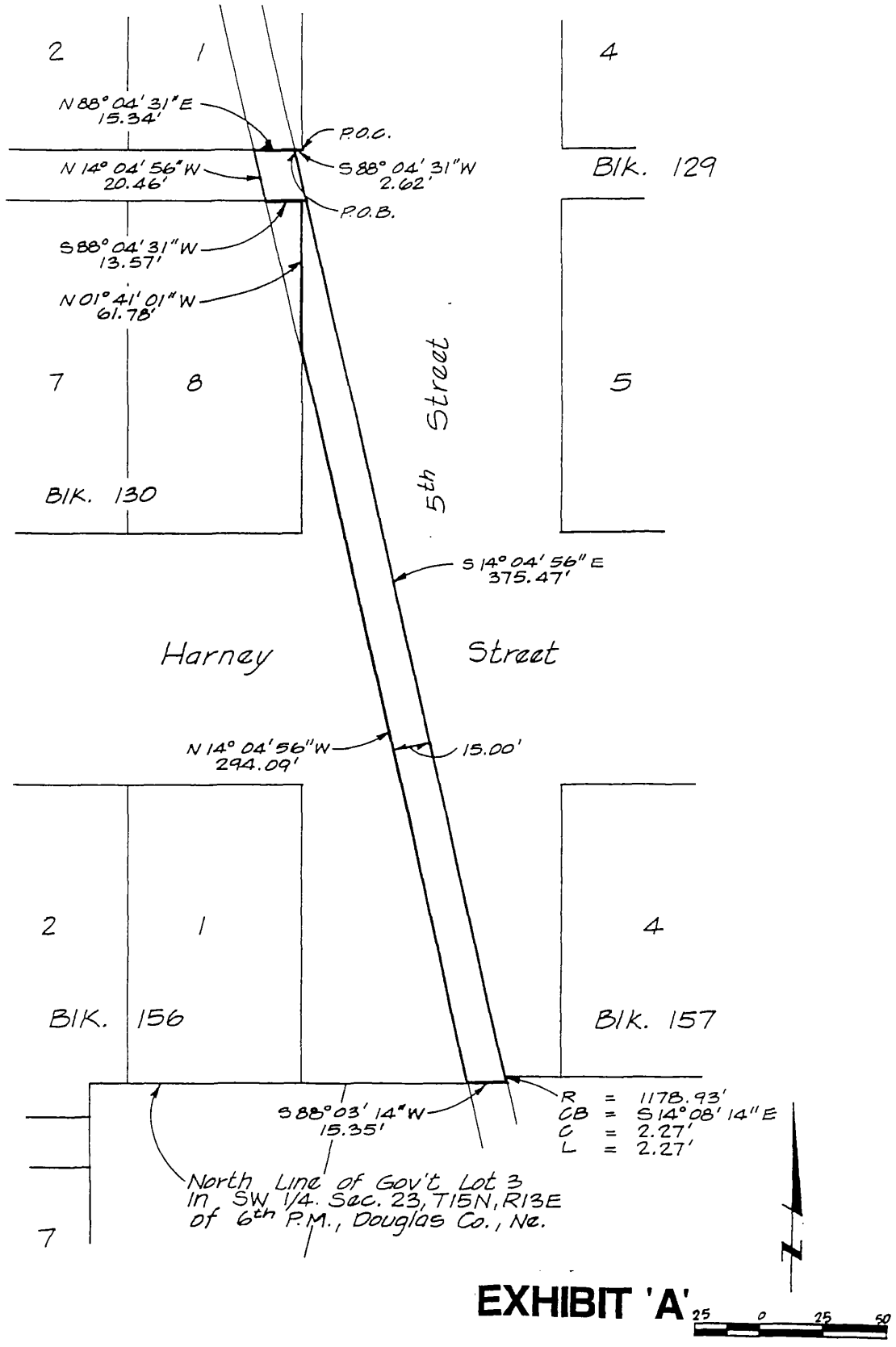


EXHIBIT 'A'

Page _____

Date Oct. 11, 1988

Job Number 2-87061 5853

LEGAL DESCRIPTION:

That part of 5th Street together with that part of the alley in Block 130, Original City of Omaha, described as follows: Commencing at the Southeast corner of Lot 1, said Block 130; thence South $88^{\circ}04'31''$ West (bearings based on the Nebraska State Plane System, South Zone) for 2.62 feet along the South line of said Lot 1, Block 130 to the TRUE POINT OF BEGINNING; thence South $14^{\circ}04'56''$ East for 375.47 feet; thence along a curve to the left (having a radius of 1178.93 feet and a long chord bearing South $14^{\circ}08'14''$ East for 2.27 feet) for an arc length of 2.27 feet to the North line of Government Lot 3 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska; thence South $88^{\circ}03'14''$ West for 15.35 feet along the said North line of Government Lot 3, Section 23; thence North $14^{\circ}04'56''$ West for 294.09 feet to the East line of Lot 8, said Block 130; thence North $01^{\circ}41'01''$ West for 61.78 feet to the Northeast corner of said Lot 8, Block 130; thence South $88^{\circ}04'31''$ West for 13.57 feet along the North line of said Lot 8, Block 130; thence North $14^{\circ}04'56''$ West for 20.46 feet to the South line of said Lot 1, Block 130; thence North $88^{\circ}04'31''$ East for 15.34 feet to the Point of Beginning. Contains 5247 square feet.

Lamp, Ryneerson & Associates, Inc.
October 12, 1988
Job No. 2-87061-5853

(L)

LEGAL DESCRIPTION:

That part of Farnam Street described as follows: Commencing at the Northeast corner of Lot 1, Block 130, Original City of Omaha; thence South 88°05'08" West (bearings based on the Nebraska State Plane System, South Zone) for 31.55 feet along the North line of said Lot 1, Block 130 to the TRUE POINT OF BEGINNING; thence continuing South 88°05'08" West for 15.35 feet along the said North line of Lot 1, Block 130; thence North 14°04'56" West for 97.98 feet; thence along a curve to the left (having a radius of 1384.41 feet and a long chord bearing North 14°10'17" West for 4.32 feet) for an arc length of 4.32 feet to the South line of Lot 7, Block 127, Original City of Omaha; thence South 88°05'09" East for 15.35 feet along the South line of Lots 7 and 8, Block 127; thence along a curve to the right (having a radius of 1399.41 feet and a long chord bearing South 14°06'15" East for 1.08 feet) for an arc length of 1.08 feet; thence South 14°04'56" East for 101.22 feet to the Point of Beginning. Contains 1534 square feet.

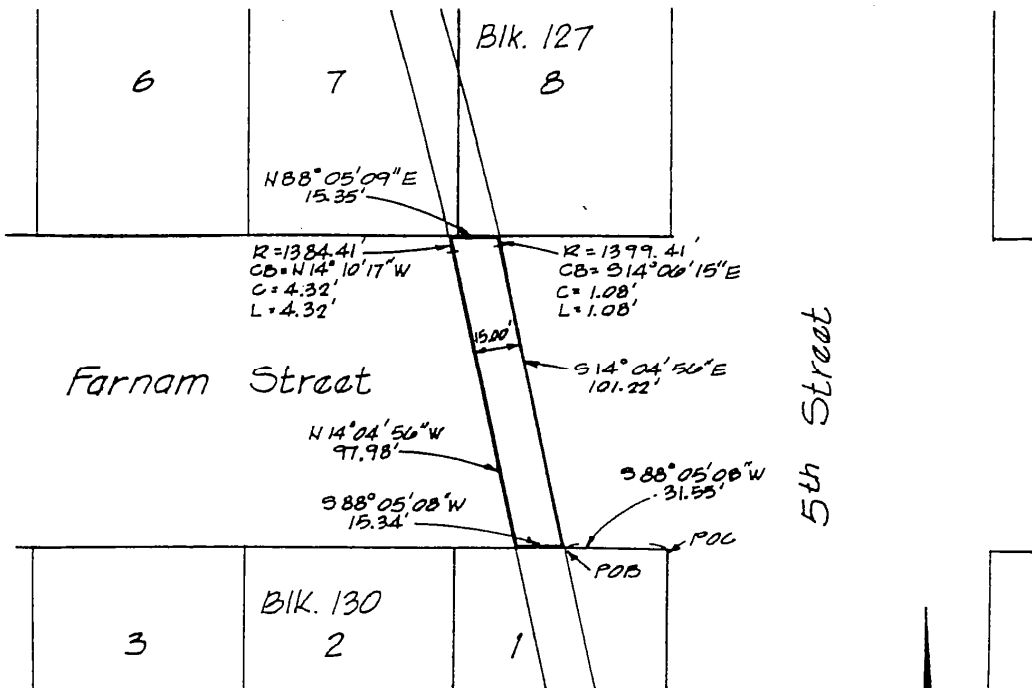


EXHIBIT 'B'



LEGAL DESCRIPTION:

That part of the alley through Block 127, Original City of Omaha, described as follows: Commencing at the Northeast corner of Lot 8, said Block 127; thence South 88°05'09" West (bearings based on the Nebraska State Plane System, South Zone) for 89.44 feet along the North line of Lots 7 and 8, said Block 127 to the TRUE POINT OF BEGINNING; thence continuing South 88°05'09" West for 15.76 feet along the said North line of Lot 7, Block 127; thence along a non-radial curve to the left (having a radius of 1384.41 feet and a long chord bearing North 20°21'35" West for 21.08 feet) for an arc length of 21.08 feet to the South line of Lot 2, said Block 127; thence North 88°05'09" East for 15.84 feet along the said South line of Lot 2, Block 127; thence along a non-radial curve to the right (having a radius of 1399.41 feet and a long chord bearing South 20°09'18" East for 21.06 feet) for an arc length of 21.06 feet to the Point of Beginning. Contains 316 square feet.

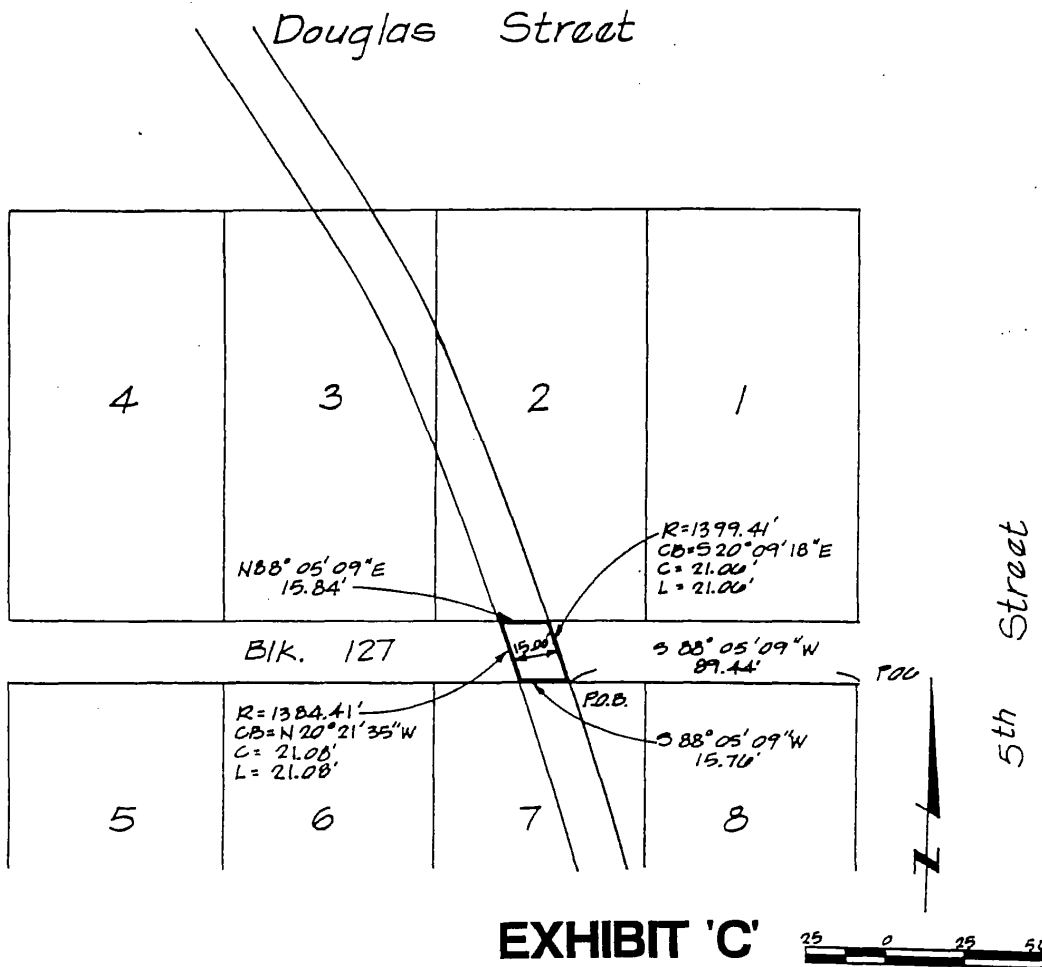


EXHIBIT 'C'



LEGAL DESCRIPTION:

That part of Douglas Street described as follows: Commencing at the Southwest corner of Lot 7, Block 97, Original City of Omaha; thence North $88^{\circ}06'01''$ East (bearings based on the Nebraska State Plane System, South Zone) for 31.77 feet along the South line of said Lot 7, Block 97 to the TRUE POINT OF BEGINNING; thence continuing North $88^{\circ}06'01''$ East for 17.68 feet along the said South line of Lot 7, Block 97; thence South $33^{\circ}52'37''$ East for 117.86 feet to the North line of Lot 3, Block 127; thence South $88^{\circ}05'10''$ West for 17.68 feet along the said North line of Lot 3, Block 127; thence North $33^{\circ}52'37''$ West for 117.86 feet to the Point of Beginning. Contains 1768 square feet.

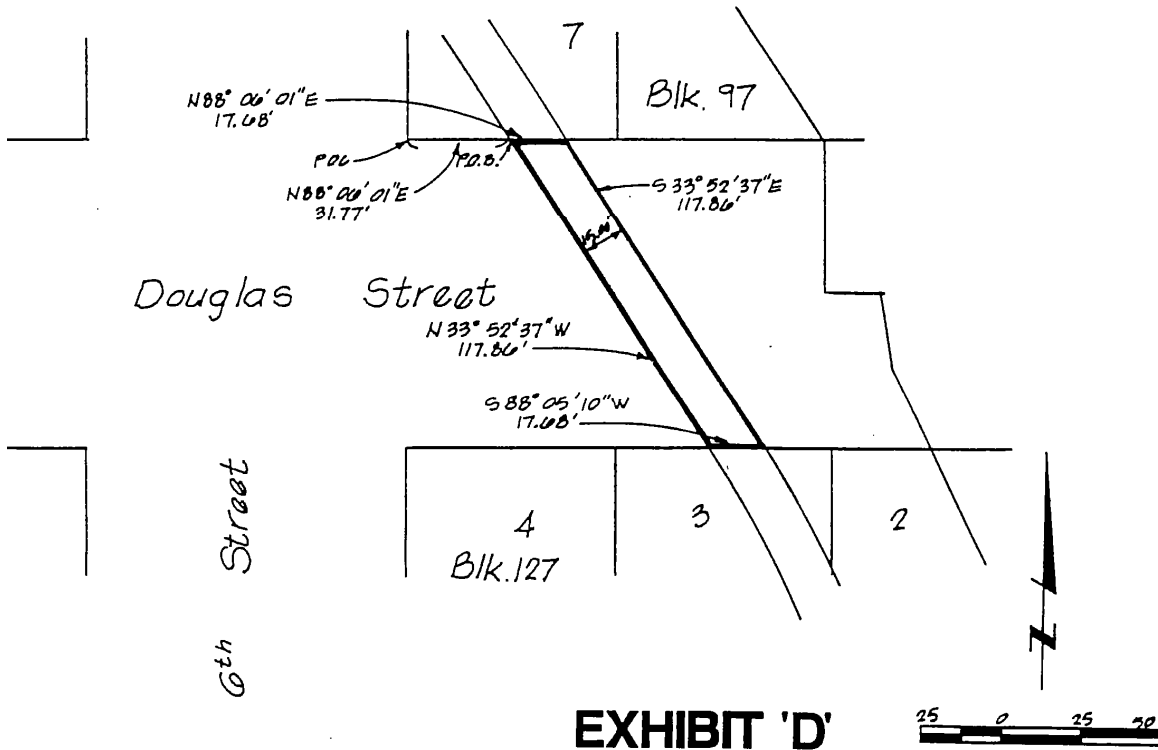


EXHIBIT 'D'

Page _____

Date Oct 11, 1988

Job Number 2-87061 8853



lamp, rynearson & associates, inc.
 architects engineers surveyors planners

14747 california street

omaha, nebraska 68154

402-498-2488



LEGAL DESCRIPTION:

That part of 6th Street described as follows: Commencing at the Southwest corner of Lot 7, Block 97, Original City of Omaha; thence North 01°46'15" West (bearings based on the Nebraska State Plane System, South Zone) for 47.63 feet along the West line of said Lot 7, Block 97 to the Point of Beginning; thence North 52°12'00" West for 44.44 feet; thence along a non-radial curve to the left (having a radius of 196.25 feet and a long chord bearing North 86°17'00" East for 34.27 feet) for an arc length of 34.32 feet to the said West line of Lot 7, Block 97; thence South 01°46'15" East for 29.47 feet to the Point of Beginning. Contains 488 square feet.

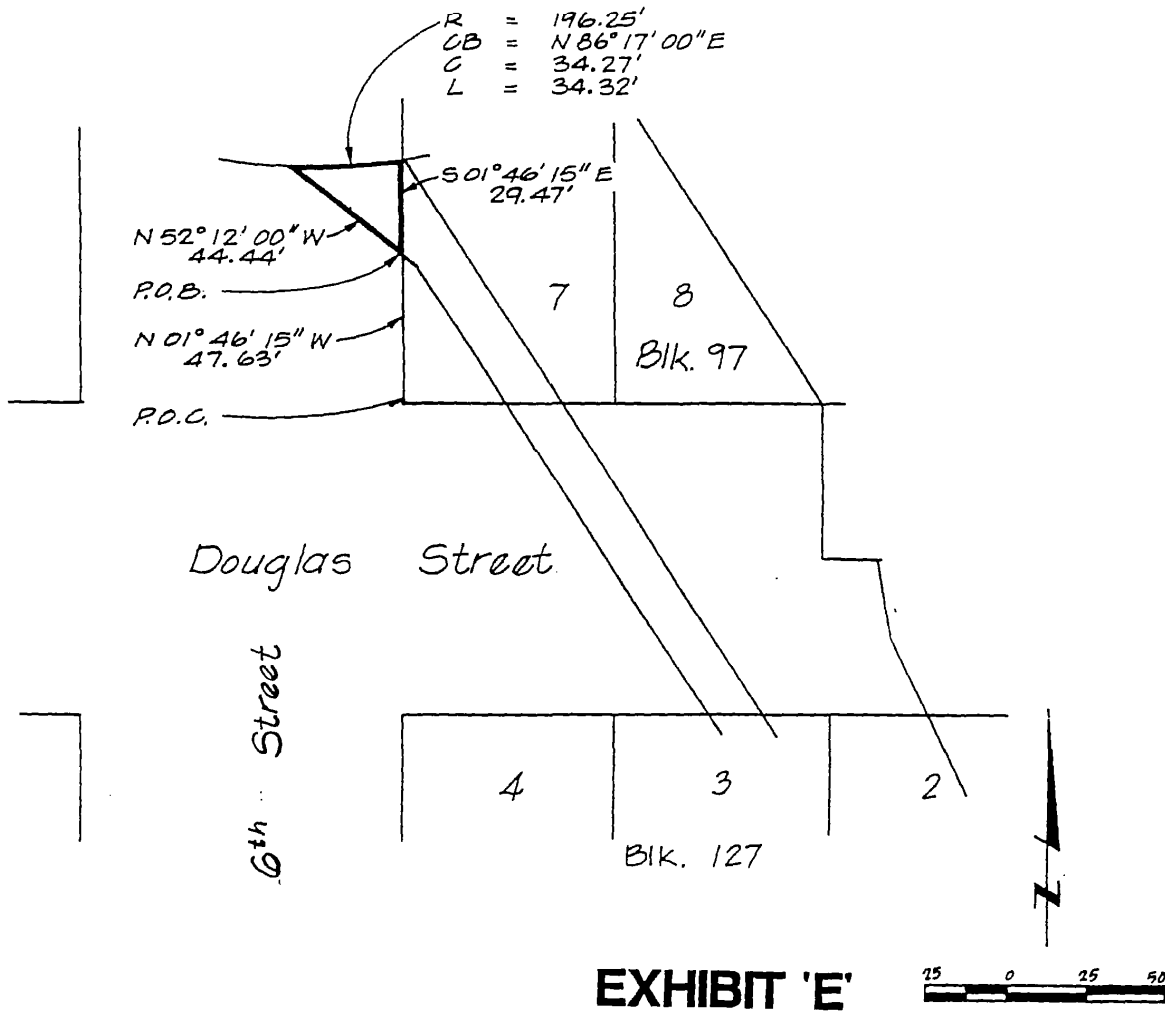


EXHIBIT 'E'

Page _____

Date Oct. 11, 1988

Job Number 2-87061 5853

A permanent easement, fifteen feet in width, for the installation and maintenance of an underground electric transmission line over, under and across part of Lots 1, 2 and 3, Block 98, Original City of Omaha, part of 6th Street, 7th Street, Dodge Street and the alley in said Block 98, all in Omaha, Douglas County, Nebraska said easement being more particularly described as follows:

(See Attached Sheet for Complete Legal Description)

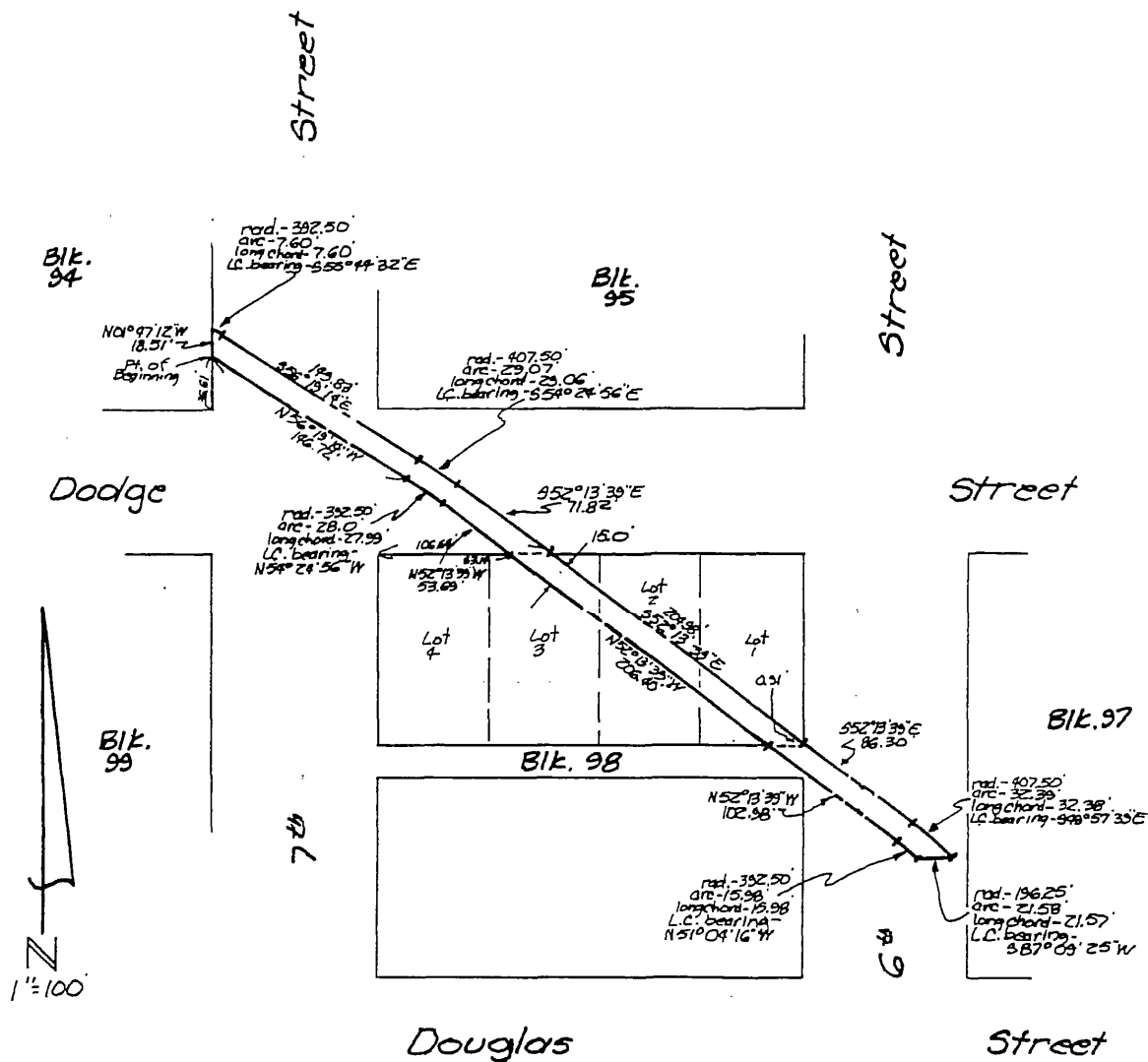


EXHIBIT 'F'

Page _____

Date 11-7-88

Job Number 87-00-61-5853



lamp, rynearson & associates, inc.
architects engineers surveyors planners

14747 california street

omaha, nebraska 68154

402-486-2488

LEGAL DESCRIPTION:

A permanent easement, fifteen feet in width, for the installation and maintenance of an underground electric transmission line over, under and across part of Lots 1, 2 and 3, Block 98, Original City of Omaha, part of 6th Street, 7th Street, Dodge Street and the alley in said Block 98, all in Omaha, Douglas County, Nebraska, said easement being more particularly described as follows: Commencing at the Southeast corner of Block 94, Original City of Omaha; thence N 1°47'12" W (bearings based on the Nebraska State Plane System, South Zone) for 36.61 feet along the East line of said Block 94 to the TRUE POINT OF BEGINNING; thence continuing N 1°47'12" W for 18.51 feet along said East line; thence along a curve to the left (having a radius of 392.50 feet and a long chord bearing S 55°44'32" E for 7.60 feet) for an arc distance of 7.60 feet; thence S 56°19'14" E for 149.83 feet; thence along a curve to the right (having a radius of 407.50 feet and a long chord bearing S 54°24'56" E for 29.06 feet) for an arc distance of 29.07 feet; thence S 52°13'39" E for 71.82 feet to the North line of Lot 3, Block 98, Original City of Omaha, at a point that is 106.64 feet East of the Northwest corner of said Block 98; thence continuing S 52°13'39" E for 204.98 feet to the East line of Lot 1, Block 98, at a point that is 0.91 feet North of the Southeast corner of said Lot 1, Block 98, Original City of Omaha; thence continuing S 52°13'39" E for 86.30 feet; thence along a curve to the right (having a radius of 407.50 feet and a long chord bearing S 49°57'39" E for 32.38 feet) for an arc distance of 32.39 feet; thence along a curve to the right (having a radius of 196.25 feet and a long chord bearing S 87°09'25" W for 21.57 feet) for an arc distance of 21.58 feet; thence along a curve to the left (having a radius of 392.50 feet and a long chord bearing N 51°04'16" W for 15.98 feet) for an arc distance of 15.98 feet; thence N 52°13'39" W for 102.98 feet to the South line of Lot 1, Block 98, at a point that is 22.41 feet West of the Southeast corner of said Lot 1, Block 98, Original City of Omaha; thence continuing N 52°13'39" W for 206.40 feet to the North line of Lot 3, Block 98, at a point that is 83.14 feet East of the Northwest corner of said Block 98, Original City of Omaha; thence continuing N 52°13'39" W for 53.69 feet; thence along a curve to the left (having a radius of 392.50 feet and a long chord bearing N 54°24'56" W for 27.99 feet) for an arc distance of 28.00 feet; thence N 56°19'14" W for 146.72 feet to the TRUE POINT OF BEGINNING. Contains 0.2 acre.

Lamp, Ryneanson & Associates, Inc.
November 7, 1988
Job No. 870061



LEGAL DESCRIPTION:

A permanent easement, fifteen feet in width, for the installation and maintenance of an underground electric transmission line over, under and across part of Lots 1, 2 and 3, Block 98, Original City of Omaha, part of 6th Street, 7th Street, Dodge Street and the alley in said Block 98, all in Omaha, Douglas County, Nebraska, said easement being more particularly described as follows: Commencing at the Southeast corner of Block 94, Original City of Omaha; thence N 1°47'12" W (bearings based on the Nebraska State Plane System, South Zone) for 36.61 feet along the East line of said Block 94 to the TRUE POINT OF BEGINNING; thence continuing N 1°47'12" W for 18.51 feet along said East line; thence along a curve to the left (having a radius of 392.50 feet and a long chord bearing S 55°44'32" E for 7.60 feet) for an arc distance of 7.60 feet; thence S 56°19'14" E for 149.83 feet; thence along a curve to the right (having a radius of 407.50 feet and a long chord bearing S 54°24'56" E for 29.06 feet) for an arc distance of 29.07 feet; thence S 52°13'39" E for 71.82 feet to the North line of Lot 3, Block 98, Original City of Omaha, at a point that is 106.64 feet East of the Northwest corner of said Block 98; thence continuing S 52°13'39" E for 204.98 feet to the East line of Lot 1, Block 98, at a point that is 0.91 feet North of the Southeast corner of said Lot 1, Block 98, Original City of Omaha; thence continuing S 52°13'39" E for 86.30 feet; thence along a curve to the right (having a radius of 407.50 feet and a long chord bearing S 49°57'39" E for 32.38 feet) for an arc distance of 32.39 feet; thence along a curve to the right (having a radius of 196.25 feet and a long chord bearing S 87°09'25" W for 21.57 feet) for an arc distance of 21.58 feet; thence along a curve to the left (having a radius of 392.50 feet and a long chord bearing N 51°04'16" W for 15.98 feet) for an arc distance of 15.98 feet; thence N 52°13'39" W for 102.98 feet to the South line of Lot 1, Block 98, at a point that is 22.41 feet West of the Southeast corner of said Lot 1, Block 98, Original City of Omaha; thence continuing N 52°13'39" W for 206.40 feet to the North line of Lot 3, Block 98, at a point that is 83.14 feet East of the Northwest corner of said Block 98, Original City of Omaha; thence continuing N 52°13'39" W for 53.69 feet; thence along a curve to the left (having a radius of 392.50 feet and a long chord bearing N 54°24'56" W for 27.99 feet) for an arc distance of 28.00 feet; thence N 56°19'14" W for 146.72 feet to the TRUE POINT OF BEGINNING. Contains 0.2 acre.

Lamp, Rynearson & Associates, Inc.
November 7, 1988
Job No. 870061

104949 RECEIVED
NOV 10 1988
★