

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 6, 2026 AGENDA**

Subject:	Type:	Submitted By:
RIGHT OF WAY EASEMENT OMAHA PUBLIC POWER DISTRICT (OPPD)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a Right of Way Easement with Omaha Public Power District (OPPD) as a result of the relocation of the overhead power line to the west of the Reflections Plaza project. A subsequent invoice for \$10,710.05 or 50% cost share of the relocation cost is contingent upon the approval of the Right of Way Easement.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On April 15, 2025, City Council awarded the bid for Reflections Plaza to Mackie Construction, to which approximately \$57,000 of the items of work were associated with the underground relocation of the existing OPPD overhead power line which ran in conflict with the project.

In partnership with OPPD, value engineering efforts were undertaken in which the alternate of relocating the overhead power line to the west of the project was proposed, to which in exchange for memorializing the relocation within an easement, OPPD would share 50% of the cost of relocating the overhead line. The 50% cost share of the relocation to the City is \$10,710.05, which resulted in approximately \$46,000 of cost savings to the project.

Staff recommends the attached Right of Way Easement and invoice be approved. Once the easement is approved, action is required to approve the \$10,710.05 invoice from OPPD.

A copy of both the Right of Way Easement and invoice are attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A RIGHT OF WAY EASEMENT WITH OMAHA PUBLIC POWER DISTRICT.

WHEREAS, the Mayor and City Council of the City of La Vista find it necessary to approve a Right of Way Easement with Omaha Public Power District for the relocation of an overhead power line to the west of the Reflections Plaza Project; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and

WHEREAS, Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Right of Way Easement with Omaha Public Power District for the relocation of an overhead power line to the west of the Reflections Plaza project in a form satisfactory to the City Administrator or designee.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

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

OPPD Doc. #: 3.006 05(693)
Date: December 29, 2025
Combo

RIGHT-OF-WAY EASEMENT

THE CITY OF LA VISTA

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

TAX LOT 12 AND TAX LOT 13, LOCATED IN THE WEST ½ OF SECTION 14,
TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY,
NEBRASKA.

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 nonexclusive permanent Easement with rights of ingress and egress thereto, to survey, construct, erect, reconstruct, relocate, add to, operate, maintain, install, repair, replace, renew and remove its: (i) underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, (ii) electric lines consisting of structures, down guys, anchors, wires, and other necessary fixtures and equipment, and (iii) overhead electric facilities, upon, over, along and under the following described real estate (the "Easement Area"):

A STRIP OF LAND SIXTEEN (16) FEET IN WIDTH BEING EIGHT (8) FEET EACH
SIDE OF THE ELECTRIC FACILITIES AS CONSTRUCTED IN PART OF TAX LOT
12 AND TAX LOT 13, LOCATED IN THE WEST ½ OF SECTION 14, TOWNSHIP 14
NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. SEE
EXHIBIT "A" ATTACHED HERETO FOR SKETCH OF EASEMENT AREA.

CONDITIONS:

The District shall have the nonexclusive perpetual right, but not the obligation, to trim, cut, clear or remove all trees, brush, undergrowth and other obstructions from the surface 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 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 but not the obligation to control and impede the growth of all weeds, trees, and brush along (within) the Easement Area and to temporarily open any fences crossing said area.

Not in limitation of the foregoing, Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress to, from and across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District and Grantor, 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 be 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 and District each agrees shall not change or alter the grade of the Easement Area without the prior written approval from the other party, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.

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.

In the event of any improvements, work, use, ingress or egress, upon, within, to or from the Easement Area or exercise of any other rights hereunder by District, District at its cost and expense shall restore all land surfaces, pavement, improvements and property affected by such improvements, work, use, ingress, egress or exercise to a condition that is the same as or better than existing prior to such improvements, work, use, ingress, egress or exercise, including without limitation repaving any paved areas, reseeded any established lawns, and restoring any landscaping or other improvements.

Not in limitation of the foregoing, The District shall pay Grantor and/or lessee of Grantor, 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.

It is further agreed that the Grantor has lawful possession of said Grantor Property, 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 against the claims of all persons whatsoever in any way asserting any right, title or interest contrary to this conveyance that are caused by any title defect that arise during Grantor's ownership of such Grantor Property.

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.

		W	1/2	Section	14	Township	14	North	Range	12	East	Sarpy	County
						Subdivision	Lands				Lot	TL 13 and Part of TL 12	
ROW	SEF			Customer Rep	Ecklund		Engineer	Hueser			W.O. #		

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2025.

OWNERS SIGNATURE(S)

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025,
by _____.
(Name(s) of Person(s) Signing)

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025,
by _____.
(Name(s) of Person(s) Signing)

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

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