

Agenda Item: 7.

MEMORANDUM

TO: Finance, Legal and Expenditure Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Ralston Creek Project (69th and U Street) ROW Agreement with Builders Supply Company

DATE: June 1, 2016

The Ralston Creek Project is located in Douglas County, Nebraska, as shown on the enclosed location map. The project is located immediately north and adjacent to Builders Supply Company property and immediately east of 72nd Street in Omaha, NE. Ralston Creek was channelized in late 1960's by Douglas County and Papio Watershed Board. This project was transferred to the Papio-Missouri River NRD, after the District was formed in 1972 and has been maintained by the District since that date. A channel maintenance easement, except for U Street, was granted to Douglas County in the late 1960's and was not transferred to the District.

Recently, Builders Supply Company purchased the former American Concrete Products property located between Q and U Streets, east of 72nd and west of Big Papio Creek. They have requested that U Street near 69th Street as shown on the attached map be vacated now that they own both sides of U Street. This street is a grass strip and has not been a paved street in the past. Furthermore they have asked that the District not object to the City of Omaha U Street vacation and allow them to vacate and acquire all of the right-of-way, as the District owns a small parcel in the creek near 69th Street. In exchange for the District's favorable position on this vacation, Builders Supply has agreed to grant the District a permanent channel maintenance easement over Ralston Creek, from 72nd Street to the Big Papio, including the vacated portion of U Street. The proposed easement agreement is attached. Staff recommends approval of the agreement.

Management recommends that the Finance, Legal and Expenditure Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Easement Agreement with Builders Supply Company for the Ralston Creek Project, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**THIS AGREEMENT**”) is made by and between or among: **BUILDERS SUPPLY CO, INC., a Nebraska Corporation** (hereinafter referred to collectively as “**LANDOWNER**”), on the one hand, and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as the “**DISTRICT**”) on the other hand. In exchange for the covenants and promises contained herein, LANDOWNER agrees to grant to the DISTRICT the permanent channel maintenance easement in the form as attached hereto as Exhibit “A” and incorporated herein by reference (the “**EASEMENT**”) in, on, over, under and across the parcel(s) of land in the Southwest ¼ of the Northwest ¼ of Section 12, Township 14 North, Range 12 East of the 6th P.M, Douglas County Nebraska, more particularly described in the legal description attached to Exhibit “A” (the “**EASEMENT AREA**”). In exchange for the EASEMENT, the DISTRICT shall disclaim any and all rights to property that it may obtain and/or have rights in should the 25’ Public Right of Way described as “U” Street be vacated (the “**U STREET ROW**”) in accordance with the Petition to Vacate attached hereto as Exhibit “B”.

1. **Payment.** The Parties acknowledge that neither Party shall be required to make any payments of money to the other Party under THIS AGREEMENT. The consideration for THIS AGREEMENT is the covenant to exchange the EASEMENT for the DISTRICT’S disclaiming any property rights and/or interest it may have obtained upon the vacation of the U STREET ROW, in addition to the other covenants and representations contained herein.

2. **No Representations of Property Interest:** The DISTRICT does not represent or affirm that it has or will obtain any property interest in the U STREET ROW should the public right of way be vacated by the appropriate government entity. In the event LANDOWNER seeks permission, authorization or agreement from the appropriate government entity to vacate the U STREET ROW, the only action the DISTRICT shall be obligated to carry out is to inform said government entity that the DISTRICT does not oppose said vacation and that the DISTRICT shall disclaim any

property rights and/or interest it may have obtained upon said vacation. Furthermore, nothing in THIS AGREEMENT shall require the DISTRICT to take any particular position or action or to support LANDOWNER'S proposal and/or plans, in the event LANDOWNER seeks approval and/or consent from any government entity to redevelop the EASEMENT AREA or the surrounding property.

3. Leases and Other Interests. No portion of the EASEMENT AREA is subject to any agreement, right of first refusal, lease or other undisclosed or unrecorded interest, right or restriction.

4. Hazardous Materials. LANDOWNER represents and warrants that LANDOWNER has not used, generated, stored or disposed of, above, in, on, under or upon the EASEMENT AREA, any "hazardous materials" as hereinafter defined, and that LANDOWNER has no actual or constructive knowledge that there are any hazardous materials above, in, on, under or upon the EASEMENT AREA. The term "hazardous materials" means any material or substance which is listed in the United States Department of Transportation Hazardous Materials' Table (49 CFR 172.101) as of the date of THIS AGREEMENT that is or has been kept, used or disposed of in or on the EASEMENT AREA in a manner and/or in quantities which do not comply with applicable laws and regulations pertaining to said materials or substances. LANDOWNER agrees to indemnify and hold the DISTRICT harmless from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorneys fees, arising from the introduction or presence in or on any portion of the EASEMENT AREA of asbestos or any form thereof, or any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601-9675, or under any other federal, state or local law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any portion of the EASEMENT AREA, including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination in or on any portion of the EASEMENT AREA (except costs and expenses

relating to any such substances or materials introduced by the DISTRICT or its employees, officers, contractors or agents).

5. Apportionments.

a) **Real Estate Taxes.** LANDOWNER is and shall remain responsible for any and all real estate taxes and/or special assessments assessed for the EASEMENT AREA.

b) **Recording Fees.** The DISTRICT shall be responsible for payment of recording fees for the EASEMENTS.

6. Other Documents. LANDOWNER agrees to execute and deliver such other documents and assurances on forms as may be reasonably required by the DISTRICT to affirm the EASEMENT and their superiority over other liens and encumbrances on or affecting the EASEMENT AREA that are not currently of record, and to verify to the DISTRICT'S satisfaction the conditions of THIS AGREEMENT, including, without limitation, an affidavit of possession, a lien and special assessment affidavit and indemnity.

7. Waiver. LANDOWNER waives compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Neb. Rev. Stat. §§ 25-2501, *et seq.*)

8. Broker and Attorney Fees. LANDOWNER and the DISTRICT each represent to the other that they have not engaged a real estate agent or broker in this transaction. Any party engaging such an agent or broker agrees to indemnify and hold the other party harmless from and against any such fees or commissions due to such agent or broker, including reasonable attorney fees and court costs, should any such expense arise in this transaction. Either party engaging an attorney in connection with this transaction agrees to indemnify and hold the other party harmless from and against the fees for the services of such attorney or any court costs or other expenses incurred in connection therewith.

9. **Remedies of the Parties.** If either LANDOWNER or the DISTRICT defaults in the performance of any provision of THIS AGREEMENT, the other party shall be entitled to any and all remedies available at law or in equity.

10. **Prior Agreements.** THIS AGREEMENT evidences the entire agreement of the parties, replaces any and all prior written or oral representations, offers, letters of intent or agreements made by the parties related to the EASEMENT AREA, and shall be binding upon the parties hereto, their successors and assigns. THIS AGREEMENT may not be changed or altered in any way, except by a written instrument signed by both parties; provided, however, the DISTRICT shall have the right to assign THIS AGREEMENT to another governmental entity. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in such a written instrument.

11. **Survival of Warranties.** Any warranties, covenants and representations herein made shall survive the execution of THIS AGREEMENT and any other documents, including the EASEMENT given by LANDOWNER to the DISTRICT to consummate this transaction, and THIS AGREEMENT shall not be merged into any such documents.

12. **Construction.** THIS AGREEMENT shall be construed in accordance with the laws of the State of Nebraska. Wherever possible, each provision of THIS AGREEMENT shall be interpreted in such manner as to be effective and valid. If any provision of THIS AGREEMENT shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of THIS AGREEMENT. Time is of the essence of THIS AGREEMENT. The captions contained in THIS AGREEMENT are for convenience only and are not intended to limit or define the scope or effect of any provision of THIS AGREEMENT.

13. **Authority.** Except as may otherwise be provided in THIS AGREEMENT, whenever pursuant to THIS AGREEMENT the approval of the DISTRICT is called for, the authority for any such approval shall be presumed if such approval is granted or endorsed in writing by the DISTRICT'S General Manager. Furthermore, the

undersigned individuals acknowledge that each person and entity executing this instrument on behalf of a party does hereby personally represent and warrant that he or she has the authority to execute this instrument on behalf of, and to fully bind, said party.

14. **Eminent Domain.** Neither THIS AGREEMENT, nor termination of THIS AGREEMENT by LANDOWNER or the DISTRICT pursuant to any provision of THIS AGREEMENT, shall be deemed to estop the DISTRICT from instituting an action in eminent domain to acquire the EASEMENT AREA or any portion thereof.

15. **Non-waiver.** No delay or failure by either party to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by either party shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

16. **Further Agreements.** Each party will, whenever and as often as the other may reasonably request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments and other instruments and documents as may be necessary, expedient or proper in order to complete any and all conveyances, transfers, and assignments herein provided, and will do any and all other acts and execute, acknowledge and deliver any other documents so reasonably requested in order to carry out the intent and purposes of THIS AGREEMENT.

17. **Effective date** THIS AGREEMENT shall be effective upon its complete execution by both LANDOWNER and the DISTRICT.

18. **Notices.** All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of THIS AGREEMENT to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed as set forth below, and shall be effective on the date of such deposit or the date of delivery, as the case may be:

To LANDOWNER:

To DISTRICT:

John Winkler, General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138

19. **Counterparts.** THIS AGREEMENT may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature delivered by facsimile or other similar electronic transmission (including email) shall be considered an original signature. Any Person may rely on a copy or reproduction of THIS AGREEMENT, and an original shall be made available upon a reasonable request.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK WITH SIGNATURES ON
THE FOLLOWING PAGES]

THIS EASEMENT AGREEMENT is executed by LANDOWNER on this _____ day
of _____, 2016.

BUILDERS SUPPLY CO., INC.

By _____

Name

Title or Position

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____, day of _____, 2016, before me, a Notary Public, personally
came _____, to me known to be the identical person whose name is
affixed to the above and foregoing instrument, and acknowledged the same to be his or her
voluntary act and deed and the voluntary act and deed of said corporation.

Notary Public

THIS EASEMENT AGREEMENT is executed by the DISTRICT on this _____ day
of _____, 2016.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2016, by **JOHN WINKLER**, General Manager of the
Papio-Missouri River Natural Resources District, for and on behalf of the District.

Notary Public

Exhibit "A"

Easement

Exhibit "A"

Upon Filing please return to:
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138-3621

PERMANENT CHANNEL MAINTENANCE EASEMENT

FOR AND IN CONSIDERATION of one dollar, the receipt of which is acknowledged, BUILDERS SUPPLY CO. INC. (hereinafter referred to as "**GRANTOR**"), for itself and its successors and assigns, does hereby grant to the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as the "**DISTRICT**" or "**GRANTEE**") and its successors, officers, agents, employees and contractors, a permanent and assignable permanent channel maintenance easement (hereinafter referred to as "**THIS EASEMENT**") in, on, under, over and across the GRANTOR'S parcel of land in Douglas County, Nebraska, described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "**EASEMENT AREA**").

Pursuant to THIS EASEMENT, GRANTEE shall have the perpetual power, privilege, right and authority to enter upon the premises of the GRANTOR for the purpose of constructing, maintaining, repairing, replacing, renewing, accessing, using and operating a drainage ditch referred to as Ralston Creek and the appurtenant drainage facilities in or on the EASEMENT AREA.

The rights granted to the GRANTEE by this easement shall include the right to construct, operate, maintain, repair, replace, access, use and operate, and inspect Ralston Creek and the appurtenant drainage facilities and the right to perform all activities necessarily incident or convenient thereto, including but not limited to:

- a) The right to clear, remove, and dispose of trees and vegetation in the EASEMENT AREA;
- b) The right to burrow, excavate, spoil, pile, or deposit earthen materials in the EASEMENT AREA;
- c) The right to temporarily stockpile and permanently place downed trees, vegetation, rock, and other earthen materials in the EASEMENT AREA;
- d) The right to excavate in, on, and under the EASEMENT AREA;
- e) The right to flow waters over the EASEMENT AREA so as to inundate, saturate, and erode the underlying land;
- f) The right to temporarily or permanently detain or deposit in the EASEMENT AREA any waters and sediment;
- g) The right to temporarily store vehicles and equipment in the EASEMENT AREA;
- h) The right of ingress and egress upon the EASEMENT AREA for the purposes of carrying out activities authorized herein.

Except as otherwise provided herein, the consideration recited herein shall constitute payment in full for any and all damages sustained by GRANTOR by reason of the exercise by GRANTEE, or its successors and assigns, of any of the rights or privileges herein described or granted.

1. GRANTOR shall not have any responsibility for operating or maintaining the DISTRICT'S work or any appurtenances thereto in the EASEMENT AREA.

2. THIS EASEMENT shall not pass, nor be construed to pass, to GRANTEE, or their successors or assigns, any fee simple interest or title.

3. GRANTOR, for themselves and for their heirs, successors and assigns, warrant to GRANTEE, and their successors and assigns, that it is the owner of the EASEMENT AREA and that GRANTOR has good and legal right to convey THIS EASEMENT over the same; that the EASEMENT AREA is free and clear of all unrecorded liens and other encumbrances, and free and clear of all leases; and, that GRANTOR will warrant and defend the title of GRANTEE and their

successors and assigns to THIS EASEMENT, against all lawful claims and demands of all persons whomsoever.

4. GRANTOR covenants and agrees to not take any action that interferes with or impedes upon GRANTEE'S construction, operation, maintenance, access, repair and replacement of Ralston Creek and the appurtenant drainage facilities thereto.

5. THIS EASEMENT shall be deemed to run with the land and shall be binding upon GRANTOR and upon GRANTOR'S heirs, successors and assigns.

6. GRANTOR warrants that no verbal or written representations or inducements have been made or given by GRANTEE, or by any of its officers, agents or employees, other than as may be recited in this document.

Executed by GRANTOR on this _____ day of _____, 2016.
BUILDERS SUPPLY CO. INC., GRANTOR

By _____

Name

Title or Position

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____, day of _____, 2016, before me, a Notary Public, personally
came _____, to me known to be the identical person whose name is
affixed to the above and foregoing instrument, and acknowledged the same to be his or her
voluntary act and deed and the voluntary act and deed of said entity.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

Exhibit A
Legal Description

PERMANENT CHANNEL MAINTENANCE EASEMENT

Exhibit 'A' Page 1

LEGAL DESCRIPTION

THAT PART OF VACATED "U" STREET AND 69TH STREET RIGHT OF WAYS ABUTTING THE SOUTH PROPERTY LINE OF LOT 1, "Q" STREET ACRES REPLAT 2 AND ALSO THE WEST LINE OF LOT 1 "Q" STREET ACRES REPLAT 1 AND ALSO LOT 40, "Q" STREET ACRES, ALL SUBDIVISIONS AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561, AT THE SOUTHWEST CORNER OF SAID LOT 1, "Q" STREET ACRES REPLAT 2;

THENCE SOUTH 89°27'44" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF "Q" STREET ACRES REPLAT 2) FOR 568.17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHEAST CORNER OF SAID LOT 1, "Q" STREET ACRES REPLAT 2, SAID POINT BEING ON THE WEST LINE OF LOT 1, "Q" STREET ACRES REPLAT 1, AND THE EAST RIGHT OF WAY LINE OF 69TH STREET;

THENCE SOUTH 00°02'22" WEST FOR 52.47 FEET ON SAID EAST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 45.00 FEET AND A LONG CHORD BEARING SOUTH 31°50'41" WEST FOR 47.44 FEET) FOR AN ARC LENGTH OF 49.96 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561, IN THE WEST LINE OF SAID LOT 40, "Q" STREET ACRES;

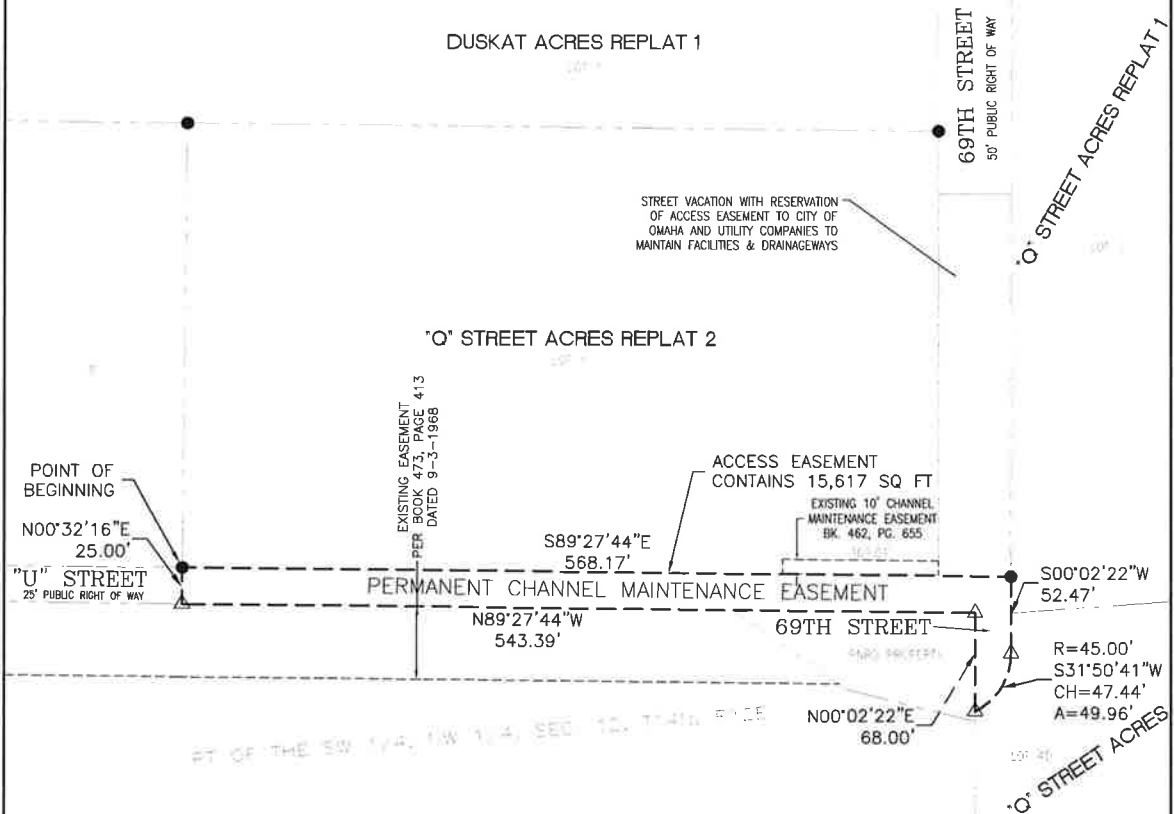
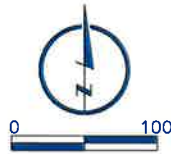
THENCE NORTH 00°02'22" EAST FOR 68.00 FEET ON SAID WEST LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF SAID LOT 40, SAID POINT BEING ON THE EXTENDED SOUTH RIGHT OF WAY LINE OF "U" STREET;

THENCE NORTH 89°27'44" WEST FOR 543.39 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561;

THENCE NORTH 00°32'16" EAST FOR 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINS: 15617 SQUARE FEET OR 0.359 ACRES.

LEGEND

- LOT LINE
- ROW VACATION
- EASEMENT LINE
- CORNERS FOUND (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS-561)
- △ CORNERS SET (5/8" REBAR WITH 1 1/4", PINK PLASTIC CAP STAMPED LS-693)



LAMP RYNEARSON
& ASSOCIATES

14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

DRAWN BY
RER

DESIGNED BY

REVIEWED BY
JLC

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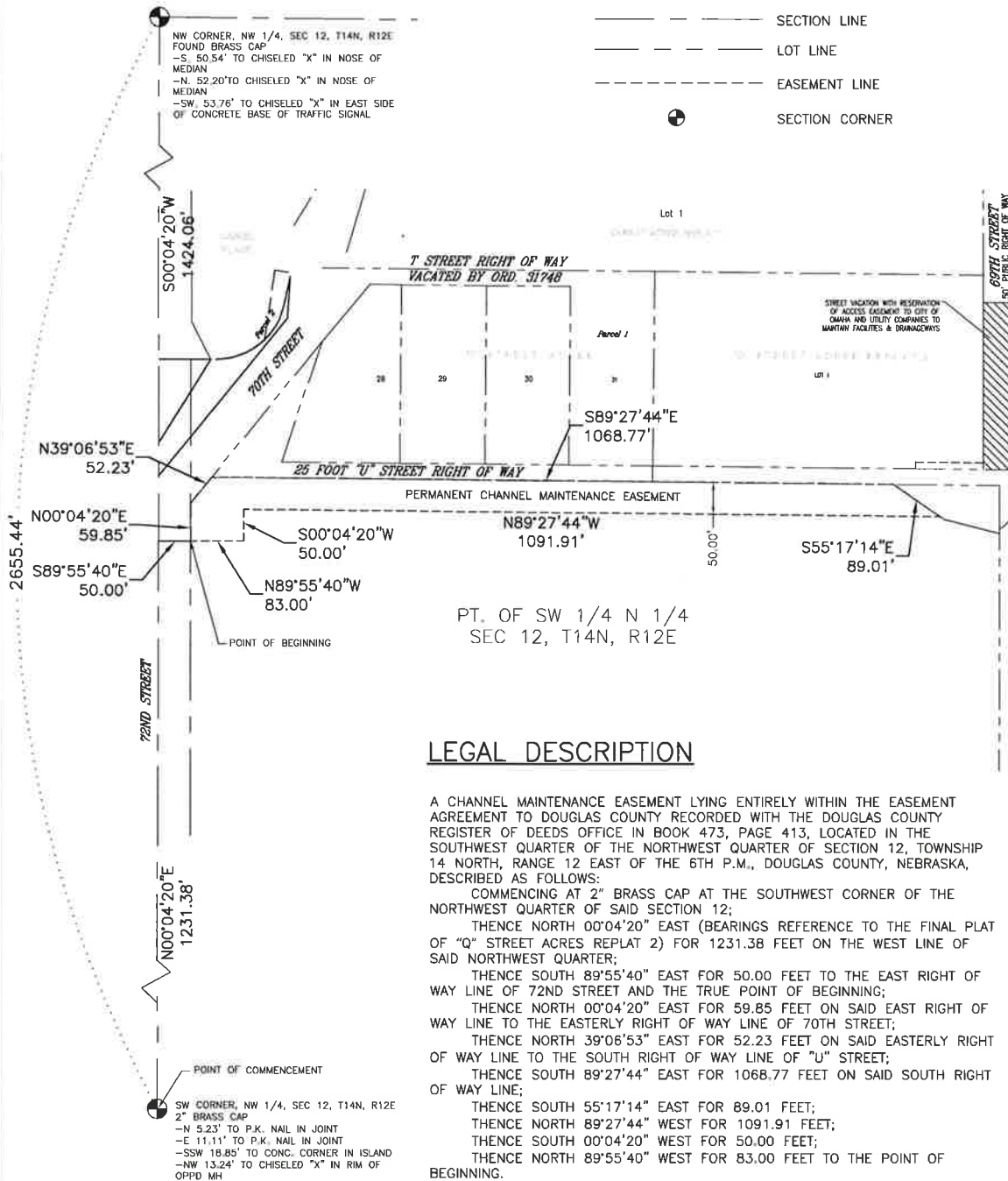
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Exhibit 'A' Page 2



SECTION CORNER



LEGAL DESCRIPTION

A CHANNEL MAINTENANCE EASEMENT LYING ENTIRELY WITHIN THE EASEMENT AGREEMENT TO DOUGLAS COUNTY RECORDED WITH THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE IN BOOK 473, PAGE 413, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT 2" BRASS CAP AT THE SOUTHWEST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 12;
THENCE NORTH 00°04'20" EAST (BEARINGS REFERENCE TO THE FINAL PLAT
OF "Q" STREET ACRES REPLAT 2) FOR 1231.38 FEET ON THE WEST LINE OF
SAID NORTHWEST QUARTER;
THENCE SOUTH 89°55'40" EAST FOR 50.00 FEET TO THE EAST RIGHT OF
WAY LINE OF 72ND STREET AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°04'20" EAST FOR 59.85 FEET ON SAID EAST RIGHT OF
WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF 70TH STREET;
THENCE NORTH 39°06'53" EAST FOR 52.23 FEET ON SAID EASTERLY RIGHT
OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF "U" STREET;
THENCE SOUTH 89°27'44" EAST FOR 1068.77 FEET ON SAID SOUTH RIGHT
OF WAY LINE;
THENCE SOUTH 55°17'14" EAST FOR 89.01 FEET;
THENCE NORTH 89°27'44" WEST FOR 1091.91 FEET;
THENCE SOUTH 00°04'20" WEST FOR 50.00 FEET;
THENCE NORTH 89°55'40" WEST FOR 83.00 FEET TO THE POINT OF
BEGINNING.

CONTAINS 1.386 ACRES OR 60.398 SQUARE FEET.



LAMP RYNEARSON
& ASSOCIATES

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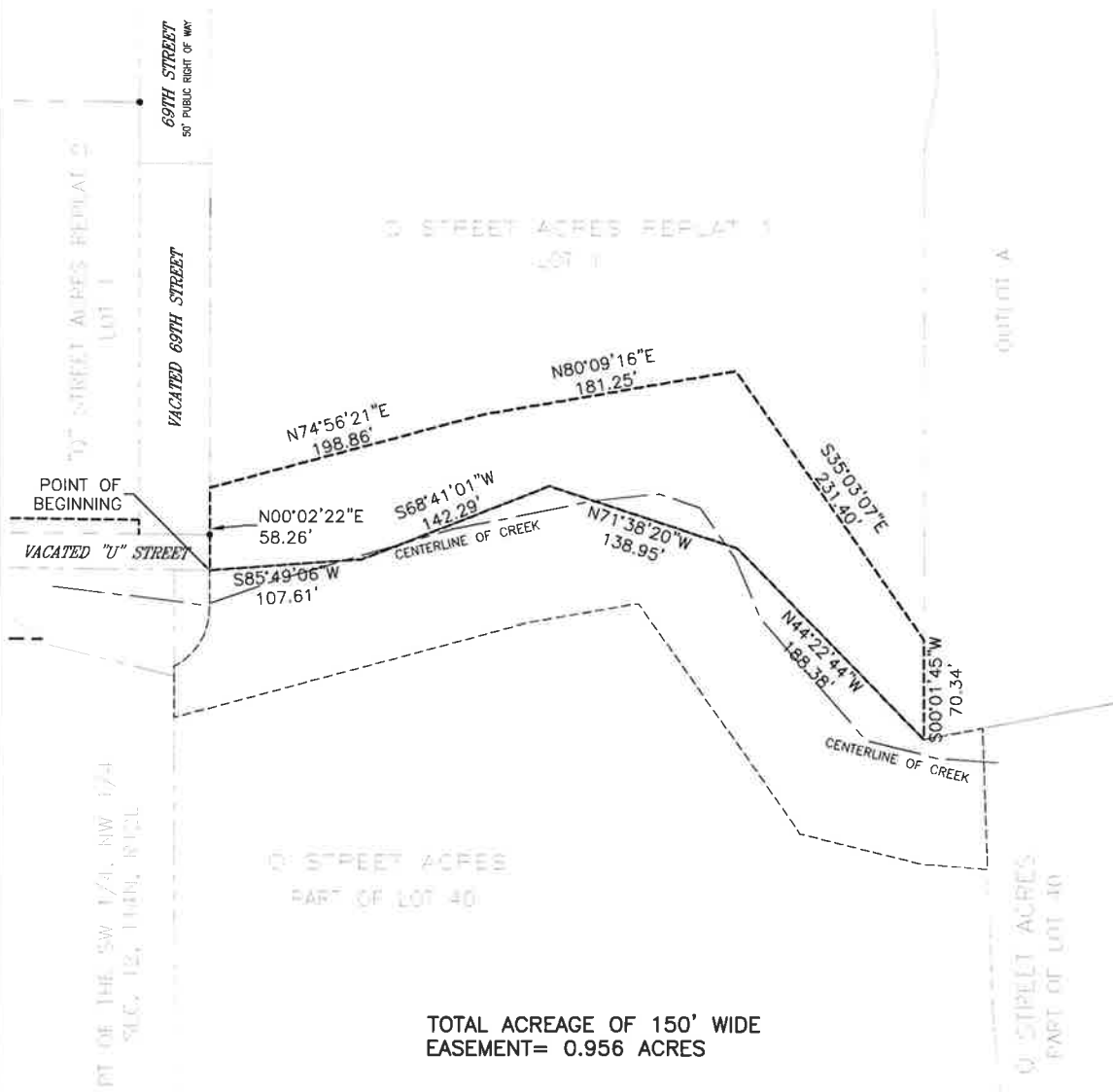
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Exhibit 'A' Page 3

TOTAL ACREAGE OF 150' WIDE
EASEMENT= 1.386 ACRES



Exhibit "A" Page 4



TOTAL ACREAGE OF 150' WIDE
EASEMENT= 0.956 ACRES



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& ASSOCIATES

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Exhibit “B”

Petition to Vacate

May 13, 2016

Ms. Sue Preiner
Public Works
1819 Farnam Street, Suite 603
Omaha, NE 68183

REFERENCE: U Street Vacation
Builders Supply
LRA Job No. 0116002.01-002

Dear Ms. Preiner:

Please find the enclosed copy of a petition to vacate portions of U Street adjacent to Builders Supply, Company's property near 69th Street. We have previously discussed this vacation with Mr. Ryan Haas in Public Works, as well other City Parks and City Planning personnel. We have also discussed the vacation with the Papio-Missouri River NRD (P-MRND).

Mr. Haas requested that Builders Supply provide an easement to the City of Omaha for a potential future cul-de-sac to provide access to the lots west of Builders Supply for the portion of U Street ROW that will remain. I have included an exhibit that shows this proposed easement boundary. We will work with the City to file this easement once the vacation is completed. We assume both documents will be filed concurrently.

As noted on the legal description the Papio-Missouri River NRD has a small piece of property adjacent to the vacation. We are currently working through an agreement with the PMRNRD in which they will release their claim to the vacated portion of U Street. In return, Builders Supply will provide the PMRNRD a channel maintenance easement from 72nd Street to the Papillion Creek. This agreement will be on the PMRNRD's June board meeting for approval. **Based on this, we ask that this vacation be placed on the July City Planning Board Meeting.**

Please contact me with any questions regarding this matter.

Sincerely,

LAMP RYNEARSON



Michael P. McIntosh, P.E., CFM
Public Practice Lead

Enclosures

c w/encl: Dan Wellendorf
Ryan Haas
Martin Cleveland

Printed Name: Michael P. McIntosh, P.E., CFM
Printed Title: Public Practice Lead
Printed Address: 14710 West Dodge Road, Suite 100
Omaha, NE 68154
Phone: 402.496.2498
Fax: 402.496.2730
Website: www.LRA-inc.com

Exhibit "B"



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

LAMP RYNEARSON COMPANIES



Honorable President and Members of the City Council
Omaha/Douglas Civic Center
Omaha, Nebraska 68102

See Attached, Exhibit Drawing

[illegible]

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2. Please state briefly why this vacation is being requested. A separate sheet may be attached if necessary.
- Site Improvements and creek crossing.

(Corporation)

The acknowledgement of the signature of a corporation must have attached a copy of the By-Law or Resolution, duly certified by corporation officers, under and by virtue of which such signature was affixed to said petition.

Acknowledgement of signature to petition for vacating and narrowing of the following part of street(s) / alley(s) to wit: Portion of U Street as legally described in Petition above

_____, Omaha, Nebraska

ACKNOWLEDGEMENT OF NOTARIES

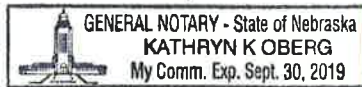
State of Nebraska)
County of Douglas SS

On this the 14 day of April, 2016, A.D., before me, a Notary Public, duly commissioned and qualified for said County, personally appeared Daniel J. Wellendorf,

Exec. Vice President, of Builders Supply Co Inc, a Nebraska corporation
(Title) (Corporation) (Name)

and who is/are personally known to me to be the identical person(s) whose name(s) is/are affixed to the annexed petition of owners of lots and lands abutting upon said part of said part of said street(s) / alley(s) in the City of Omaha, Nebraska for vacation of said street(s) / alley(s) and who is / are personally known to me to be the Exec. V. President of said Corporation and he/she/they has/have acknowledged the signing of said petition to be his/her/their voluntary act and deed, and the voluntary act and deed of said Corporation.

Witness my hand and seal the date aforesaid.



Kathryn K. Oberg
(Notary Public)

My Notarial Commission expires the 30 day of Sept., 2019

ROW VACATION

LEGAL DESCRIPTION

THAT PART OF EXISTING "U" STREET AND 69TH STREET RIGHT OF WAYS ABUTTING THE SOUTH PROPERTY LINE OF LOT 1, "Q" STREET ACRES REPLAT 2 AND ALSO THE WEST LINE OF LOT 1 "Q" STREET ACRES REPLAT 1 AND ALSO LOT 40, "Q" STREET ACRES, ALL SUBDIVISIONS AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561, AT THE SOUTHWEST CORNER OF SAID LOT 1, "Q" STREET ACRES REPLAT 2;

THENCE SOUTH 89°27'44" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF "Q" STREET ACRES REPLAT 2) FOR 568.17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHEAST CORNER OF SAID LOT 1, "Q" STREET ACRES REPLAT 2, SAID POINT BEING ON THE WEST LINE OF LOT 1, "Q" STREET ACRES REPLAT 1, AND THE EAST RIGHT OF WAY LINE OF 69TH STREET;

THENCE SOUTH 00°02'22" WEST FOR 52.47 FEET ON SAID EAST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 45.00 FEET AND A LONG CHORD BEARING SOUTH 31°50'41" WEST FOR 47.44 FEET) FOR AN ARC LENGTH OF 49.96 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561, IN THE WEST LINE OF SAID LOT 40, "Q" STREET ACRES;

THENCE NORTH 00°02'22" EAST FOR 68.00 FEET ON SAID WEST LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF SAID LOT 40, SAID POINT BEING ON THE EXTENDED SOUTH RIGHT OF WAY LINE OF "U" STREET;

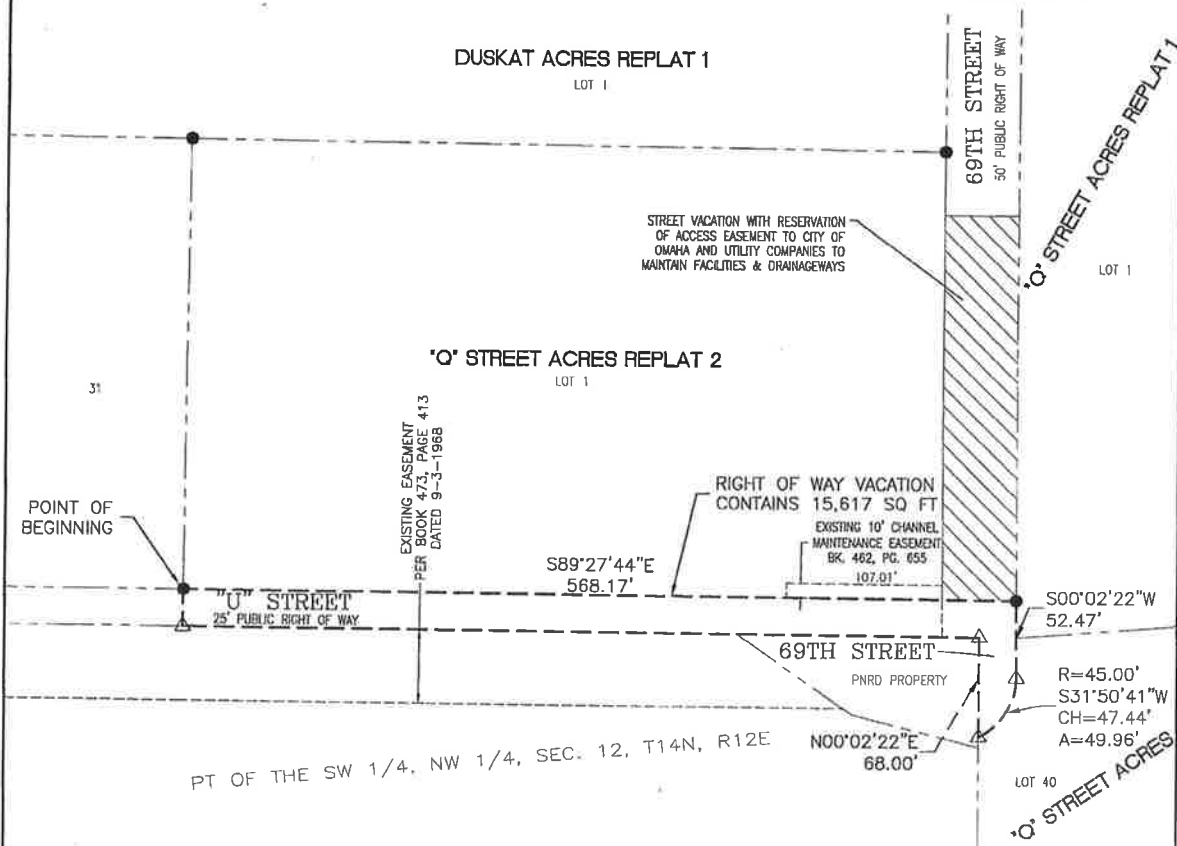
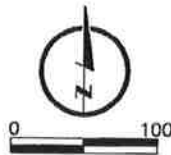
THENCE NORTH 89°27'44" WEST FOR 543.39 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561;

THENCE NORTH 00°32'16" EAST FOR 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 15617 SQUARE FEET OR 0.359 ACRES.

LEGEND

- LOT LINE
- - - ROW VACATION
- - - EASEMENT LINE
- CORNERS FOUND (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-561)
- △ CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-561)

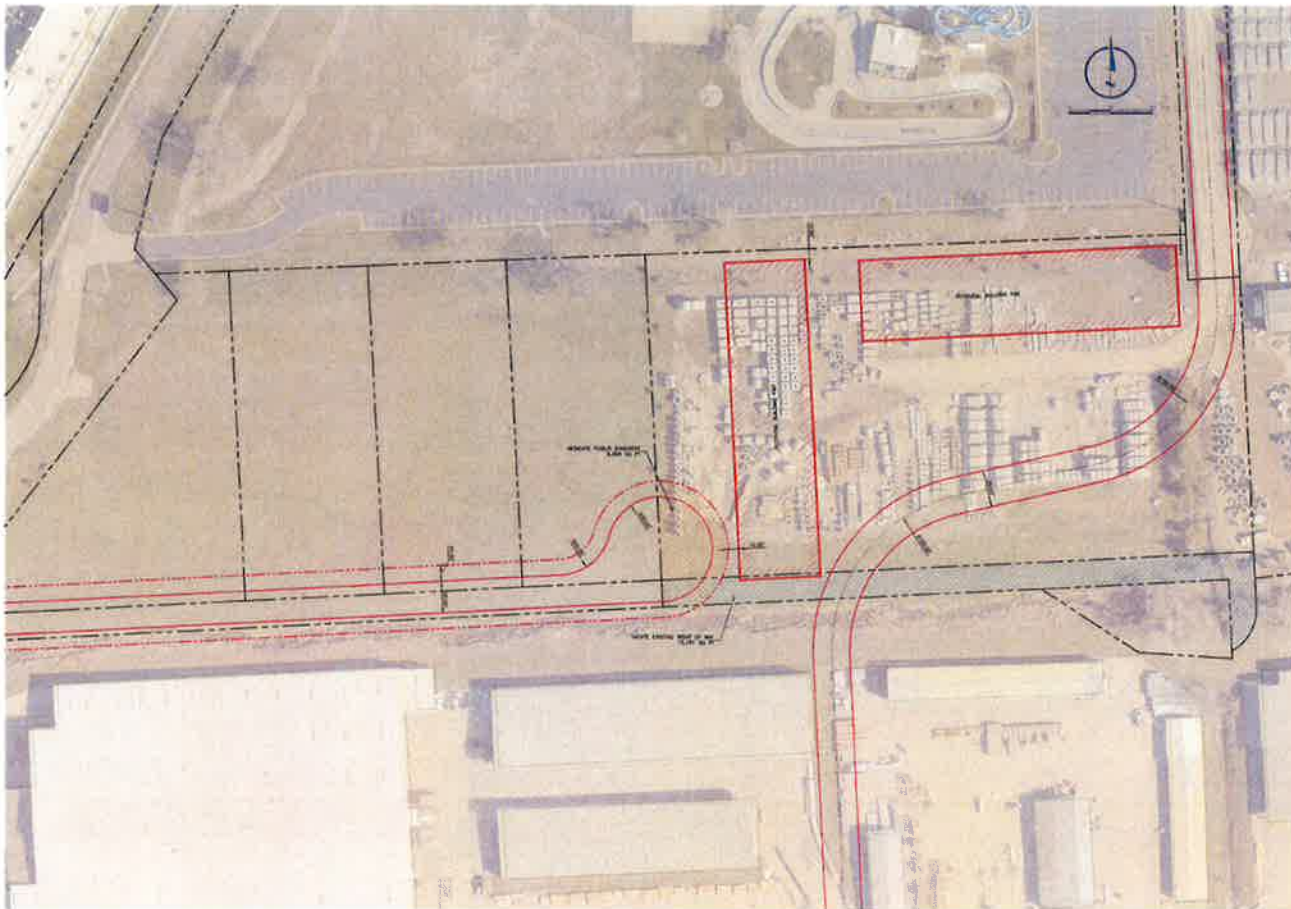


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