

MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

SUBJECT: Little Papio Channel Project (West Center Road to Spring Street) – Left Bank
Douglas County Request for Right-of-Way Release

DATE: November 25, 2008

FROM: Martin P. Cleveland, Construction Engineer

The Douglas County Attorney's office contacted the NRD in May 2007 regarding an apparent deed error when the County transferred the Little Papio Channel Project along with associated deeds to the NRD in 1997. The parcel in error is located near 67th Street and West Center Road includes Creek area and land under the Douglas County Parks Maintenance Building (see enclosed map and ground photos).

The County desires to sell the before mentioned building and surrounding land to the University of Nebraska Foundation (Foundation), so they need to clean-up this deed error. The County requested that the District transfer the parcel described in the enclosed legal description and map. Enclosed is a proposed warranty deed with reserved easement.

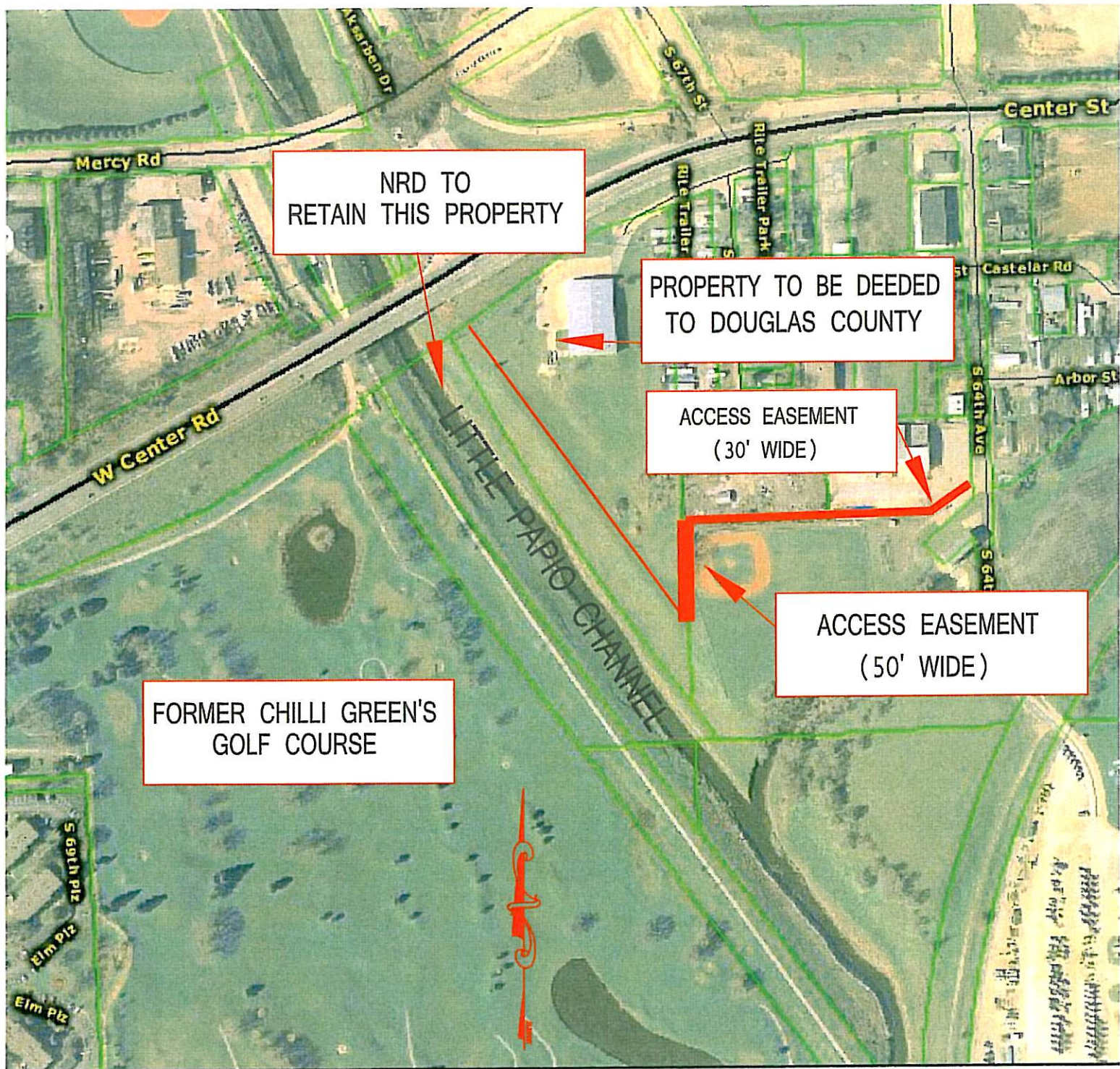
At the June 12, 2007, Board of Directors Finance, Expenditure and Legal Subcommittee meeting, the Subcommittee tabled the before mentioned Douglas County request until further information could be provided (see enclosure). At this meeting the Directors expressed the following comments and the subsequent staff research finding's follows each comment:

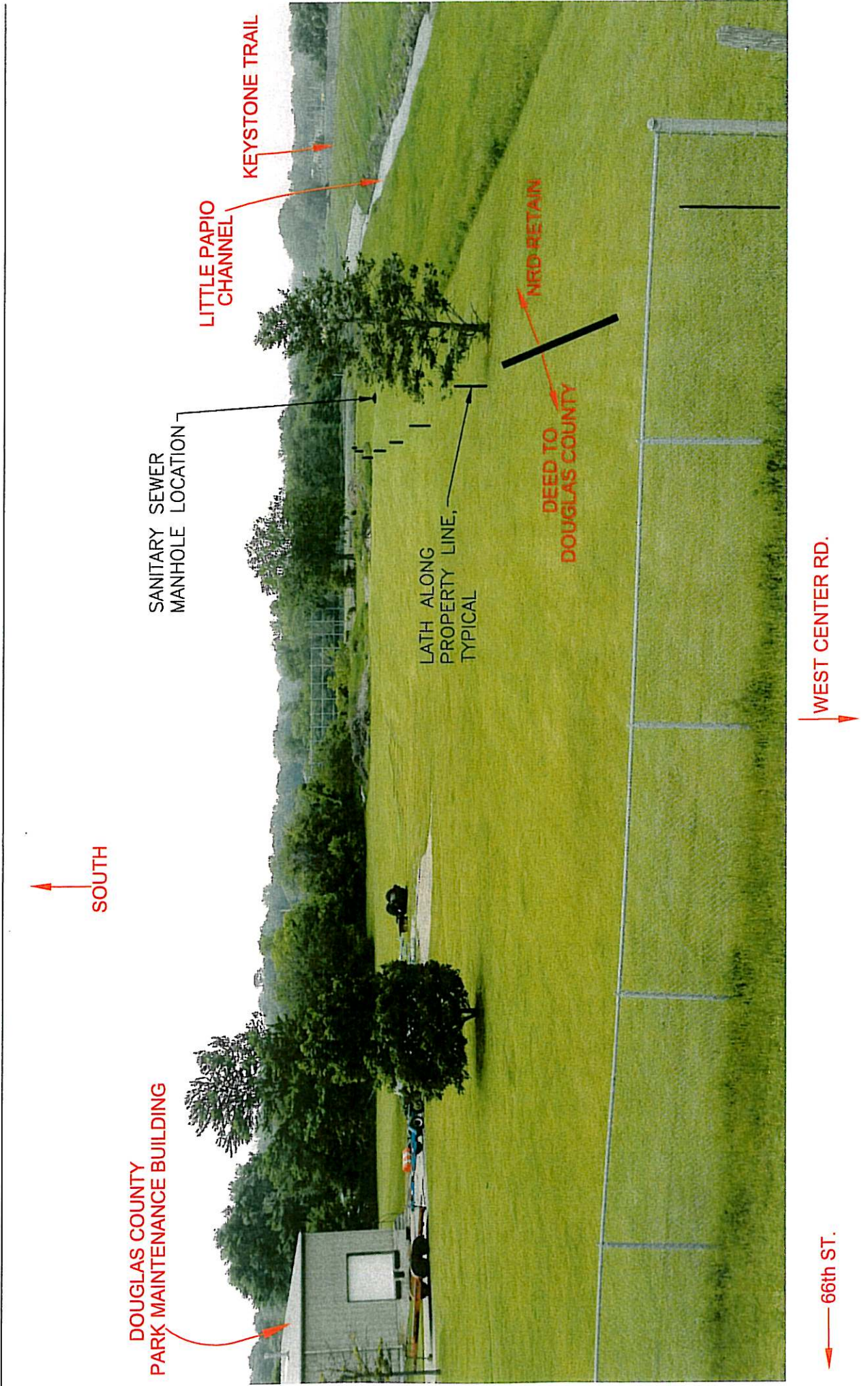
1. Will the reserved access easement connect into City street system, so there is always access to creek?
 - a. Response: The reserved access easement will connect with a proposed access easement across the University of Nebraska Foundation property, which ends at 64th Avenue (City Street) as shown on enclosed map. The Foundation may elect to change the location of the access easement once development plans are developed. Any change in the access easement will require District approval.
2. Can the pre-existing Keystone Trail access point and parking lot at the Ak-Sar-Ben area be replaced on District property south of Center Street that County has requested the District transfer?
 - a. Response: The Keystone Trail is located on opposite bank of creek at this location, so a pedestrian bridge (cost at \$200,000+) or connection back north to an existing bridge would be required to access proposed trailhead. The University of Nebraska is redeveloping the former Chili Green golf course downstream of Center Street (same side of creek as trail) into student sports complex (soccer, ice hockey) and they indicated they plan to build a trail connection and parking lots could be used by the public.

3. Perhaps the District could donate land directly to the University instead of to the County?

- a. Response: This property (containing a County maintenance building) was mistakenly transferred to the District in 1999. This action (transfer land to County) will correct the error made in 1999. The County owned all the land (in creek and east ward) for 20 years prior to the transfer. The land should be transferred back to the County because they are the rightful owner.

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute such deeds and/or other conveyance instruments, such as the proposed Special Warranty Deed with reserved permanent easement, as the General Manager deems necessary and Legal Counsel approves as to form, in order to convey back to the County of Douglas that portion of the land (located near 66th Street and West Center Road) that the County erroneously conveyed to the NRD in 1997 and that exceeds the NRD's needs for Little Papio Creek Channel Project operation and maintenance.**





UNIVERSITY OF NEBRASKA FOUNDATION PROPERTY MAP



Legend:  Property owned by University of Nebraska Foundation

After recordation this instrument should be returned to:
Robert W. Rieke, Esq., 409 South 17th Street, Suite 500, Omaha NE 68102

SPECIAL WARRANTY DEED WITH RESERVED PERMANENT EASEMENT

The PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Grantor"), in consideration of Ten Dollars (\$10.00) received from the COUNTY OF DOUGLAS, STATE OF NEBRASKA ("Grantee"), conveys to Grantee and its successors and assigns the real estate described on Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate").

Grantor covenants with Grantee that Grantor (i) is lawfully seized of the Real Estate, and that it is subject to all easements, covenants and restrictions of record; (ii) has legal power and lawful authority to convey the Real Estate; and (iii) warrants and will defend title to the Real Estate against the lawful claims of all persons claiming by or through or under Grantor.

Notwithstanding the foregoing, Grantor hereby reserves for itself and its successors and assigns and their permittees involved in the construction, operation or maintenance of the public flood control and recreational trail improvements along the Little Papillion Creek, west of the Real Estate and south of West Center Road, a perpetual, non-exclusive easement for vehicular and heavy equipment ingress and egress ("the Easement Rights"), extending over and across a continuous corridor of land, fifty (50) feet in width, running between the east boundary of the Real Estate and to the Little Papillion Creek south of West Center Road (the "Easement Area"), all within the Real Estate. Upon execution of this deed, and unless or until relocated as provided hereinafter, the Easement Rights shall be effective only on and over, and limited in their application to, the continuous corridor of land, fifty (50) feet in width in the Real Estate, depicted and described in Exhibit "B" attached hereto and incorporated herein by reference (the "Initial Easement Area").

The Easement Rights granted hereby shall be perpetually reserved for, and inure to the benefit of, the Grantor, its successors and assigns and their permittees involved in the construction, operation or maintenance of the public flood control and recreational trail improvements along the Little Papillion Creek south of West Center Road, and shall run

with the land and be binding upon Grantee and all subsequent owners of the Real Estate, and their successors and assigns.

Notwithstanding anything contained herein to the contrary, Grantee and its assigns shall have the right to relocate the Easement Rights to a substitute, continuous corridor of land, thirty (30) feet in width, within the Real Estate, extending between the east boundary of the Real Estate and the Little Papillion Creek south of West Center Road, (the "Substitute Easement Area") provided that the relocated Easement Rights over such Substitute Easement Area, together with any rights of ingress and egress available to Grantor over property east of the Grantor's Property (whether via streets or private easements), are available to Grantor without Grantor incurring additional expense or liability, and, in combination with each other, provide Grantor with rights of unobstructed ingress and egress, between 64th Avenue and the Little Papillion Creek south of West Center Road that are equivalent to the Grantor's rights over the Real Estate herein expressed. In the event Grantee desires to relocate the Easement Rights to a Substitute Easement Area within the Real Estate, as permitted hereunder, Grantor agrees to cooperate in good faith with Grantee to identify a corridor of land within the Real Estate that qualifies hereunder as a Substitute Easement Area. Grantee's relocation of the Easement Rights herein granted to a Substitute Easement Area shall require Grantee's written acceptance endorsed thereon in order to be effective as a release of Grantor's Easement Rights over the Initial Easement Area, Grantor's endorsement of such acceptance to not be withheld or delayed unreasonably.

No excavation, filling, construction of improvements or other uses of an Easement Area designated hereunder that prevent, obstruct or otherwise interfere with Grantor's exercise of its Easement Rights over an Easement Area for vehicular or heavy equipment ingress and egress, provided for hereunder, shall be performed or permitted by Grantee without Grantor's written consent. Any such Easement Area may be paved or vegetated by Grantee but shall be kept free of curbs, walls, fences, hydrants, trees, low-hanging overhead wires and other physical obstructions or obstacles to the convenient passage of Grantor's vehicles and heavy equipment over and across the Easement Area. As between the parties, Grantee and its assigns shall have the sole risk of loss of, and responsibility for repairs of physical damages to, any buried electrical, irrigation or other subsurface systems or other improvements in any such Easement Area that might result from Grantor's exercise of rights granted hereby. The consideration recited herein shall constitute full and final payment for all damages resulting from Grantor's non-negligent exercise of this reserved easement.

Nothing contained herein shall be deemed or construed as a gift or dedication to the general public of any Easement Area provided by this reserved easement or any other portion of the Real Estate.

IN WITNESS WHEREOF, Grantor has signed this deed on the date and year first written above.

Dated: October _____, 2008.

THE PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____

Name:

Title:

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of October, 2008, before me, a notary public in and for said county and state, personally came _____,
_____ of THE PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]

Notary Public

LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 25, T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID SE 1/4; THENCE S00°53'03"W (ASSUMED BEARING) 136.93 FEET ON THE EAST LINE OF SAID SE 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF WEST CENTER ROAD; THENCE CONTINUING S00°53'03"W 895.00 FEET ON THE EAST LINE OF SAID SE 1/4; THENCE N33°10'25"W 285.00 FEET; THENCE N35°24'03"W 477.23 FEET TO THE SOUTH LINE OF WEST CENTER ROAD; THENCE N57°23'03"E 432.00 FEET ON THE SOUTH LINE OF WEST CENTER ROAD; THENCE N67°16'03"E 89.27 FEET ON THE SOUTH LINE OF WEST CENTER ROAD TO THE POINT OF BEGINNING.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DATE: MAY 10, 2007

DATE:

JAMES D. WARNER,
NEBRASKA RLS 308



NW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 25-15-12 FOUND BRASS CAP IN CENTERLINE OF MERCY ROAD PAVING
NNW 25.30' TO CENTER OF MANHOLE
SSE 37.35' TO CENTER OF LIGHT POLE
SSW 22.12' TO CENTER OF MANHOLE
SW 40.47' TO CENTER OF MANHOLE

30.00' WIDE INGRESS & EGRESS EASEMENT

3/4" CTP

BRASS CAP IN CONCRETE MONUMENT, WITNESS CORNER

198,476 SQUARE FEET OR 4.56 ACRES

286.28' COMP

SE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 25-15-12 (COMPUTED LOCATION OF CORNER NOT SET IN FIELD)

SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25-15-12 3/4" OTP 6' NORTH OF CENTERLINE OF CONCRETE IN LINE WITH FENCE TO SOUTH NORTH 11.95' TO 60d SPIKE IN SOUTH FACE OF POWER POLE AT THE NW OF 63rd STREET AND BANCROFT STREET EAST 28.0' TO CENTERLINE OF WEST END OF CONCRETE OF BANCROFT STREET SE 79.00' TO NW CORNER OF HOUSE AT 6225 BANCROFT STREET

LEGEND

- corners found
- corners set
- (5/8" rebar w/cap #308)
- temporary point
- recorded distance shown on 102 survey dated 10/7/77
- distance called for in deed
- COMP computed distance
- M measured distance
- otp open top pipe
- ctp crimped top pipe
- SR
- DR

SCALE 1" = 100'

SURVEYOR'S CERTIFICATE

FRASER, STRYKER PC

SCALE 1" = 100'
DATE MAY 10, 2007
DRAWN BY: RJR
CHECKED BY: JDW
REVISIONS:

THOMPSON, DRESSSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10838 OLD MILL ROAD OMAHA, NEBRASKA 68154
EMAIL: TD2MAIL@TDCO.COM
WEBSITE: WWW.TDCO.COM
PHONE: 402.330.8860 FAX: 402.330.5666

2003-146-30C (REV)
BOOK 07-24, PAGES 7 thru 11

ACCESS EASEMENT

This Access Easement is granted this _____ day of _____, 2008, by the UNIVERSITY OF NEBRASKA FOUNDATION, a Nebraska non-profit corporation ("Grantor") to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Grantee").

WHEREAS, Grantor is the owner of the real estate legally described on Exhibit "A" attached hereto (the "Grantor's Property"); and

WHEREAS, Grantor desires to grant a non-exclusive, perpetual access easement to Grantee over a portion of the Grantor's Property, subject to Grantor's conditional right to relocate such easement.

NOW THEREFORE, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Grantee a perpetual, non-exclusive easement for vehicular and heavy equipment ingress and egress ("the Easement Rights"), extending over and across a continuous corridor of land, thirty (30) feet in width, lying between the City of Omaha's rights-of-way for 64th Avenue and the west boundary of Grantor's Property (the "Easement Area"), all within the Grantor's Property. Upon execution of this easement and unless or until relocated as provided hereinafter, the Easement Rights shall be effective only on and over, and limited in their application to, the southerly thirty feet (30') of the Grantor's Property, depicted and described in Exhibit "B" attached hereto (the "Initial Easement Area").

The Easement Rights granted hereby shall inure to the benefit of the Grantee, its successors and assigns and their permittees involved in the construction, operation or maintenance of the public flood control and recreational trail improvements along the Little Papillion Creek south of West Center Road, and shall run with the land and be binding upon Grantor and all subsequent owners of the Grantor's Property, and their successors and assigns.

Notwithstanding anything contained herein to the contrary, Grantor and its assigns shall have the right to make a subsequent and substitute permanent easement grant to

Grantee relocating the Easement Rights to a substitute, continuous corridor of land, thirty (30) feet in width, within the Grantor's Property, extending between City of Omaha rights-of-way for 64th Avenue and the west boundary of Grantor's Property, (the "Substitute Easement Area") provided that the relocated Easement Rights over such Substitute Easement Area, together with any rights of ingress and egress available to Grantee over property west of the Grantor's Property (whether via streets or private easements), are available to Grantee without Grantee incurring additional expense or liability, and, in combination with each other, provide Grantee with rights of unobstructed ingress and egress, between 64th Avenue and the Little Papillion Creek south of West Center Road that are equivalent to the Grantee's rights over Grantor's Property, herein expressed. In the event Grantor desires to relocate the Easement Rights to a Substitute Easement Area within Grantor's Property, as permitted hereunder, Grantee agrees to cooperate in good faith with Grantor to identify a corridor of land within the Grantor's Property that qualifies hereunder as a Substitute Easement Area. A subsequent grant to Grantee permanently relocating the Easement Rights herein granted to a Substitute Easement Area shall require Grantee's written acceptance endorsed thereon in order to be effective as a release of Grantee's Easement Rights over the Initial Easement Area, Grantee's endorsement of such acceptance to not be withheld or delayed unreasonably.

No excavation, filling, construction of improvements or other uses of Grantor's Property that prevent, obstruct or otherwise interfere with Grantee's exercise of its Easement Rights over an Easement Area for vehicular or heavy equipment ingress and egress, provided for hereunder, shall be performed or permitted by Grantor without Grantee's written consent. An Easement Area may be paved or vegetated by Grantor but shall be kept free of curbs, walls, fences, hydrants, trees, low-hanging overhead wires and other physical obstructions or obstacles to the convenient passage of Grantee's vehicles and heavy equipment over and across the Easement Area. Notwithstanding any other provision, Grantee shall give Grantor or its successor a minimum of three (3) business days advance notice in the event any heavy equipment will be moved over the Easement Area. Such notice requirement shall be deemed to be waived in the event of any emergency situation posing a threat to public health or safety. The term "heavy equipment" shall refer to any vehicle or equipment with an operating weight of fifteen (15) tons or more. As between the parties, Grantor and its assigns shall have the sole risk of loss of, and responsibility for repairs of physical damages to, any buried electrical, irrigation or other subsurface systems or other improvements in an Easement Area that might result from Grantee's exercise of rights granted hereby. The consideration recited herein shall constitute full and final payment for all damages resulting from Grantee's non-negligent exercise of this Access Easement.

Nothing contained herein shall be deemed or construed as a gift or dedication to the general public of any Easement Area provided by this agreement or any other portion of the Grantor's Property.

Grantor covenants with Grantee that Grantor owns the Grantor's Property and has the right to grant the aforesaid Easement over the same; that the Grantor's Property is free and clear of all liens and encumbrances; and, that Grantor will warrant and defend Grantee's title to such easement against the lawful claims and demands of all persons whomsoever.

GRANTOR waives compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1995, et seq.).

IN WITNESS WHEREOF, Grantor has caused this Access Agreement to be signed on the date and year first written above.

UNIVERSITY OF NEBRASKA FOUNDATION

By _____
Title:

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2008, before me, a notary public in and for said county and state, personally came _____, _____ of UNIVERSITY OF NEBRASKA FOUNDATION, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said foundation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]

Notary Public

Exhibit "A"

Parcel #	Address	Legal Description
1	6505 Center St., Omaha	<p>Two Tracts of Land located in the Southwest Quarter of the Southeast Quarter of Section 25, Township 15 North, Range 12, East of the 6th P.M., in the City of Omaha, as surveyed and platted and recorded, in Douglas County Nebraska, being more particularly described as follows:</p> <p>Commencing at the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 25; thence southerly along the Westerly line of said Southwest Quarter of the Southeast Quarter of Section 25 a distance of 173.38 feet, to the intersection of said Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25 and the Southerly Right-of-Way line of Center Street, which point is also the point of beginning; thence Easterly along said Southerly right-of-way line of Center Street, a distance of 114.65 feet, to the intersection of said Southerly right-of-way line of Center Street and the Westerly right-of-way line of 65th Avenue; thence Northeasterly across said right-of-way of 65th Avenue, a distance of 54.3 feet, to the point of intersection of said Southerly right-of-way line of Center Street and the Easterly right-of-way line of 65th Avenue; thence continuing Northeasterly along said Southerly right-of-way line of Center Street, a distance of 106.05 feet, to the intersection of said Southerly right-of-way line of Center Street and the Westerly Line of Aksarben Acres, a platted and recorded addition in Douglas County, Nebraska; thence Southerly, along said Westerly line of Aksarben Acres, a distance of 203.83 feet, to the intersection of said Westerly line of Aksarben acres and the Northerly right-of-way line of Castelar Street; thence Westerly along said Northerly right-of-way of Castelar Street, a distance of 107 feet, to the intersection of said Northerly right-of-way line of Castelar Street and the Easterly right-of-way line of 65th Avenue, a distance of 350.7 feet, to the intersection of said Easterly right-of-way line of 65th Avenue and the extended Southerly line of Aksarben Acres; thence Westerly along said extended Southerly line of Aksarben Acres, a distance of 156.9 feet, to the intersection of said extended Southerly line of Aksarben Acres and the Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25; thence Northerly along said Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25, a distance of 485.72 feet, to the intersection of said Westerly line of the Southwest Quarter of the Southeast Quarter of Section 25-15-12 and the Southerly right-of-way line of Center Street, and the Point of beginning;</p> <p>Excepting from the above described real estate, the dedicated right-of-way of 65th Avenue.</p>
2	2319 S 65 th Ave., Omaha	<p>That part of the East 107 feet of the South 313.35 feet of the West 4 acres of the N ½ of the S ½ of the SE ¼ of Section 25, Township 15, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, bounded and described as follows: Beginning at</p>

		a point 263.9 feet East and 346.65 feet South of the Northwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 25, thence South 113.35 feet; thence West 107 feet; thence North 113.35 feet; thence East 107 feet to the place beginning, except that part conveyed to the State of Nebraska in Book 1626 at Page 726
3	2321 S 65 th Ave., Omaha	That Part of the East 107 Feet of the South 313.35 feet of the West 4 acres of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 15 North, Range 12 East of the 6 th P.M., More particularly described as follows: To-Wit: Beginning at a point 263.9 feet East and 460 Feet South of the Northwest Corner of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 25, Township 15 North, Range 12, Said point being marked by a Gas Pipe Stake approximately 1 foot South of a presently located fence; thence South 39.5 feet; thence West 107 feet; thence North 39.5 feet; thence East 107 feet to the point of beginning, in the City of Omaha, Douglas County, Nebraska
4	2323 S 65 th Ave., Omaha	The Southeast Quarter of Section 25, Township 15 North, Range 12, also described as follows: Beginning at a Point 263.9 feet East and 499.5 feet South of the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 25, Thence South 40.1 feet, thence West 107 feet, thence North 40.1 feet, thence East 107 feet to the Place of Beginning, in Douglas County, Nebraska
5	2325 S 65 th Ave. Omaha	
6	2327 S 65 th Ave., Omaha	That part of the East 107 feet of the South 313.35 feet of the West 4 acres of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 15 North, Range 12 East of the 6 th P.M., more particularly described as follows, To-Wit: Beginning at a point 263.9 feet East and 580 feet South of the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 25, Township 15 North, Range 12, thence South 39.7 feet, thence West 107 feet, thence North 39.7 feet, thence East 107 feet, to the point of beginning in the City of Omaha, Douglas County, Nebraska
7	2329 S 65 th Ave., Omaha	That part of the East 107 feet of the South 313.35 feet of the West 4 acres of the North Half of the South Half of the Southeast Quarter, Section 25, Township 15 North, Range 12 East of the 6 th P.M., Douglas County, Nebraska, Bounded and described as follows: To Wit: Beginning at a point 263.9 feet East and 619.7 feet South of the Northwest Corner of the Southwest Quarter of the Southeast Quarter, Section 25, Township 15 North, Range 12 East of the 6 th P.M.; Thence South 40.3 feet; Thence West 107 feet; Thence North 40.3 feet; Thence East 107 feet to the place of beginning in the City of Omaha, Douglas County, Nebraska
8	2511 S 65 th Ave., Omaha	That part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 25, Township 15 North, Range 12 East of the 6 th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows: Beginning at the NW corner of said S $\frac{1}{2}$, 311.00 feet; thence S 00° 21' 15" E on a Line 311.00 feet East of an parallel to the West line of said S $\frac{1}{2}$, 200.00 feet; thence West on a line 200.00 feet South of and parallel to the North line of said S $\frac{1}{2}$ 311.00 feet to a point on the West line of said S $\frac{1}{2}$, 200.00 feet to the point of beginning, except that part taken for street purposes in the plat an dedication for street widening, filed

		March 2, 1965, in Book 435 at page 549, miscellaneous records, Douglas County, Nebraska
9	2510 S 64 th Ave., Omaha	Commencing at the Northwest corner of the South Half of the Southwest ¼ of the Southeast ¼ of Section 25, Township 15, North, Range 12, East of the 6 th P.M., in the City of Omaha, Douglas County, Nebraska, running thence East n the North Line of said Tract 636.34 feet, thence South parallel to the West Line of 64 th Avenue of the City of Omaha extended Southward 127 feet, thence Southwest at an angle of 45°12' to the last described course, a distance of 103.15 feet, thence West 563 feet to a point in the West line of the Southeast ¼ of Section 25 Aforesaid, thence North in said Line 200 feet to the point of beginning, except the West 311.00 feet thereof
10	6413 Castelar St, Omaha	The North 150 feet of Lot 24, Ak-Sar-Ben Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska and the South 150.7 feet of Lot 24, Ak-Sar-Ben acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
11	6405 Castelar St, Omaha	Lot 23 in Ak-Sar-Ben Acres, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska
14	64 th Ave & Castelar	The West 61.5 feet of the East 81.5 feet of Lot 22 in Aksarben Acres, an Addition to the City of Omaha, Douglas County, Nebraska, except the South 100 feet thereof.
15	6503 Center St., Omaha	The West 60 feet of Lot 8, and the West 60 feet of the North 29 feet of Lot 9, AKSARBEN Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska except an irregular 26.3 foot strip of land lying over and across the Northern part of Lot 8, which is deeded to the State of Nebraska for road purposes
16	6503.5 Center St., Omaha	The West 60 feet of the South 116 feet of Lot 9, AK-SAR-BEN Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
17	6422 Castelar St., Omaha	Lot 1, AKSARBEN Acres replat 1, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
18	6455 Center St., Omaha	Lot 7 and 10, AK-SAR-BEN Acres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska except that part of Lot 7, deeded to the State of Nebraska in Warranty Deed in Book 691 at page 447

Exhibit "B"

Excerpt from June 14, 2007 Board meeting minutes.

Voting Yea - Conley (Fred), Conley (John), Connealy, Fowler, Klug, Kolowski,
Lanphier, Patterson, Schwope, Tesar, Thompson
Voting Nay - None
Abstaining - None
Absent - None

- **MOTION NO. 10** It was moved by Director Connealy that the following recommendation be adopted:

FEL Recommendation #3. Account Over 110% - Vehicle and Equipment Repairs - (Acct. # 01 01-00 4052) – Recommendation that account #01-01-00-4052 Vehicles/Equipment Repairs be allowed to exceed 110% of budgeted amount of \$110,000.

Roll call vote was held on the motion. The motion carried unanimously.

Voting Yea - Conley (Fred), Conley (John), Connealy, Fowler, Klug, Kolowski,
Lanphier, Patterson, Schwope, Tesar, Thompson
Voting Nay - None
Abstaining - None
Absent - None

Director Connealy reported that the Subcommittee had discussed the Little Papio Channel Project (Center Street to Mercy Road) Left Bank – Douglas County Request for Right of Way Release. The Subcommittee tabled this item.

- **MOTION NO. 11** It was moved by Director Schwope that this item be taken from the table for discussion purposes.

The motion died due to lack of a second.

The Board then considered the Papio Creek Structures S-27, S-31 and S-32 Right of Way Purchase Agreements. Martin Cleveland reported that there was an update on the James and Melinda Winterschild parcel. He noted that the updated purchase agreement called for a payment of \$5,961.02.

- **MOTION NO. 12** It was moved by Director Connealy that the following recommendation be adopted:

FEL Recommendation #5.a. Purchase Agreements for S-27, S-31 and S-32:- Recommendation that the General Manager be authorized to execute purchase agreements for the acquisition of temporary and permanent easements subject as to form by District legal counsel for the following tracts:

Structure S-27	Raymond and Dean Fornoff	\$23,550
	James & Melinda Winterschild	1,800 <u>\$5,961.02</u>