

Memorandum

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Rumsey Station Wetland Project
Eagle Ridge Development Company Property

DATE: April 7, 2008

In March 2007, District Staff was contacted by Mike Rogers, Eagle Ridge Development Company (Eagle Ridge) offering to sale to the District a 25.868 acre parcel of land, located east of 66th Street and south of the West Branch Channel Project (see enclosed map). This property is bounded on the north by the channel project and on the east by the District's Rumsey Station Wetland.

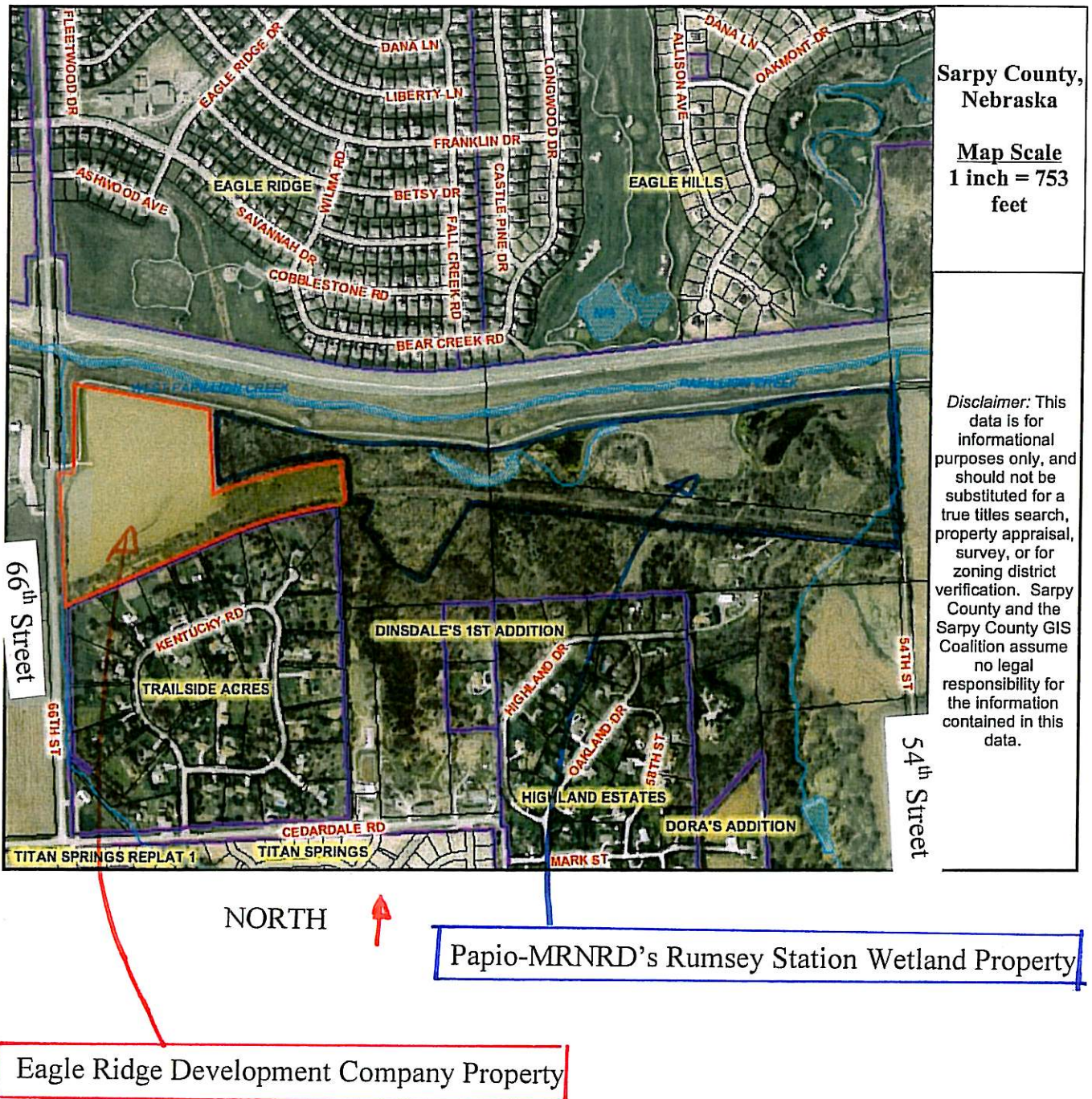
The property is a potential wetland expansion area, flood storage area and buffer for existing wetland area. It includes about 13 acres of floodplain and 13 acres of non-floodplain, according to the existing floodplain maps. The proposed floodplain maps to be adopted in late 2008 (or 2009) show this area as about 21 acres of floodplain/floodway and 5 acres of non-floodplain. This property will also provide good access to existing Rumsey Station Wetland Site and make it more attractive for potential environmental non-profit group use, development and management.

In March 2007, the District's appraiser, Thomas Stevens determined that the property had a value of \$646,700 (\$25,000 per acres x 25.868 acres) based on current floodplain maps. During subsequent meetings with Eagle Ridge representatives, District staff proposed a lower value of \$334,540 to recognize the value reduction once the proposed floodplain maps are adopted. This was based on valuations of \$5,000/acre for 15.608 acres of floodway land and \$25,000/acre for 10.26 acres of floodplain/non-floodplain land (as per future floodplain map).

The Eagle Ridge representative agreed to proposed offer (\$334,540), if the following items were included in a proposed agreement:

1. Naming right for site or project such as, *Rogers Family Prairie*, at Rumsey Station Wetland. ("Not a deal breaker")
2. Mitigate 2.9 acres of wetlands and 460 ft. of stream channel from Settler's Creek SID, on property to be sold. Eagle Ridge would pay for design and construction and NRD would maintain/monitor for five years.

It is management's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute a purchase agreement with Eagle Ridge Development Company for the payment of \$334,540, subject to a satisfactory Phase I Environmental Assessment and subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.



3. **Wetlands Plan.**

3.a. Within 30 days after the execution of this Purchase Agreement by the parties, Seller, at Seller's sole cost and expense, shall commission engineers and consultants (hereinafter referred to collectively as "the **Engineers**") to prepare and submit to Purchaser for Purchaser's written approval a written plan (hereinafter referred to as "the **Wetlands Plan**") for construction, operation and maintenance of approximately 2.9 acres of PEMA/PEMC wetlands and 460 linear feet of stream channel (hereinafter referred to collectively as "the **Wetlands**") on a portion of the Sale Property, in order to enable Seller to mitigate losses of approximately 1.45 acres of PEMA/PEMC wetlands and 460 linear feet of stream channel on the tract of land (hereinafter referred to as "the **Mitigated Parcel**") described and/or depicted in the document attached hereto as Exhibit "C" and incorporated herein by reference.

3.b. Upon written approval of the Wetlands Plan by Purchaser, Seller shall submit such Purchaser-approved Wetlands Plan to the United States Army Corps of Engineers (hereinafter referred to collectively as "the **Corps**") for its written approval of the Wetlands Plan for use by Seller as mitigation for the Mitigated Parcel.

3.c. Upon receipt by Seller of such Corps approval of the Purchaser-approved Wetlands Plan, Seller shall submit to the Purchaser for Purchaser's written approval any and all amendments to the Wetlands Plan that the Corps may have ordered in writing as a condition to Corps approval of the Wetlands Plan.

3.d. Upon Seller's receipt of Corps approval of the Purchaser-approved Wetlands Plan, or upon Purchaser's approval of any Corps amendments to the Wetlands Plan, Purchaser's approval thereof to not be unreasonably delayed or withheld, Purchaser shall grant to Seller a temporary easement (hereinafter referred to as the "**Temporary Easement**"), in the form as attached hereto as Exhibit "D" and incorporated herein by reference, in, on, under, over and across that portion of the Sale Property referred to and depicted as the "**Temporary Easement Area**" in the Corps-approved and Purchaser-approved Wetlands Plan, the Temporary Easement being intended to give Seller the lawful authority to enter upon and use the Temporary Easement Area for purposes of constructing the Wetlands; and, the Seller thereupon shall promptly construct the Wetlands in the Temporary Easement Area in accordance with the Corps-approved and Purchaser-approved Wetlands Plan.]

3.e. Seller, at Seller's sole cost and expense, shall construct the Wetlands in full conformance with the Wetlands Plan approved by the Purchaser and the Corps, and shall operate and maintain the Wetlands until the Wetlands have been accepted in writing by the Purchaser. In the absence of Seller having good cause to the contrary, such acceptance shall be granted not later than thirty (30) days following Seller's notice to Purchaser of completion of construction of the Wetlands.

3.f. Upon Purchaser's acceptance of the Wetlands, Purchaser shall:

3.f.i. Immediately pay to Seller the aforesaid portion of the Purchase Price retained by Purchaser in lieu of a bond for faithful performance by Seller of Seller's obligations under the Wetlands Plan, less any portion(s) thereof that Purchaser was reasonably required to expend to cure default(s) by Seller in Seller's performance that Seller failed or refused to perform within 30 days after receipt by Seller of a notice from Purchaser of such default(s); and,

3.f.ii. Immediately assume and permanently perform the operation and maintenance of the Wetlands, at Purchaser's sole cost and expense, in such manner and at such times as the Purchaser in its sole discretion determines reasonable and in conformance with the Wetlands Plan theretofore approved by the Purchaser and the Corps, as provided, above.

3.g. If Purchaser purchases the Sale Property, and if on the date of Purchaser's assumption of obligations under the Wetlands Plan, as described above, Seller is not in default of any provision of this Purchase Agreement, Seller shall be entitled to nominate in writing the official name that Purchaser should assign to the Sale Property for signage and other public identification purposes, and unless the Purchaser, in its sole discretion, finds good cause to the contrary, Purchaser shall adopt such nomination.

4. **Closing.** The Closing shall occur thirty (30) days after the Wetlands Plan has been fully approved by Purchaser and the Corps, or on such other date as otherwise may be provided by this Purchase Agreement or agreed upon in writing by Purchaser and Seller.

5. **Warranty Deed.** At the Closing, the Seller shall execute and deliver to Purchaser a special warranty deed conveying insurable and marketable fee-simple title to the Sale Property, free and clear of all leases, limitations, covenants, reservations, conditions, restrictions, easements and other liens and encumbrances, except such covenants, reservations, restrictions or easements as permitted in accordance with Section 5 of this Purchase Agreement. Such conveyance shall also convey to Purchaser, its successors, assigns or nominees, any and all interest of the Seller in any easements or licenses which benefit the Sale Property.

6. **Title Policy.**

6.a. **The Commitment.** Within thirty (30) days after execution of this Purchase Agreement, Seller shall deliver to Purchaser a commitment (herein the "**Commitment**") from a title insurance company authorized to do business in the State of Nebraska and acceptable to Purchaser for issuance of a Seller's (ALTA Form B) policy of title insurance to be issued at the Closing by such title insurance company. The Commitment shall be irrevocable for a period of six (6) months, and shall commit the insurer to insure the title to the Sale Property in the condition required herein for the benefit of the Purchaser and its assigns or nominees, for an amount equal to the Purchase Price.

6.b. **Purchaser's Objections to Title.** Within thirty (30) days after delivery of the Commitment, the Purchaser may notify Seller of any conditions disclosed in the Commitment which are objectionable to Purchaser. Following

such notice, the Seller shall promptly and diligently undertake such steps as are reasonably necessary to cure, satisfy, or remove such conditions. In the event Seller shall fail to correct, satisfy or resolve any such condition to the reasonable satisfaction of Purchaser within thirty (30) days after the date of Purchaser's delivery of its written objections to Seller, Purchaser shall have ten (10) days after such 30-day period to terminate this Purchase Agreement by a notice of termination in writing delivered to the Seller, in the absence of which notice Purchaser shall be deemed to have accepted such conditions and to have elected to proceed to closing.

7. **New Liens or Conditions.** So long as this Purchase Agreement is in effect, Seller shall not transfer, convey or otherwise dispose of any right, title or interest in the Sale Property, except subject to the terms of this Purchase Agreement, or with written consent of Purchaser. Seller further agrees not to consent to, or allow to exist, any new lien, encumbrance, condition reservation, easement, lease, restriction or covenant against the Sale Property, other than the lien for current real estate taxes due but not yet delinquent.

8. **Right of Entry.** Subject to any limitations under the Purchase Agreement, Purchaser, and its duly authorized agents, shall have the right prior to the Closing, to enter into and upon the Sale Property in order to make, at Purchaser's expense, necessary surveys, measurements, soil tests, environmental studies and other tests as Purchaser shall deem necessary. Purchaser agrees to restore any resulting damage to the Sale Property and to indemnify, hold harmless and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, suits, proceedings, demands, assessments, costs, expenses and attorney fees.

9. **Leases and Other Interests.** At the Closing, no portion of the Sale Property will be subject to any other purchase agreement or right of first refusal, and no portion of the Sale Property will be subject to any lease or other disclosed or undisclosed interest, right or restriction. Seller certifies that there will have been no labor performed and no materials furnished to the Sale Property by any person or entity who has not been paid in full, for at least one hundred twenty (120) days prior to the Closing. Seller hereby agrees to indemnify and hold Purchaser harmless from and against any such claims.

10. **Hazardous Materials.** Seller represents and warrants that Seller has not used, generated, stored or disposed of, above, in, on, under or around the Sale Property any "hazardous materials", as hereinafter defined, and that Seller has no actual personal knowledge of any hazardous materials above, in, on, under, or around the Sale Property. 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) on the date of this Purchase Agreement which is kept, used or disposed of in a manner and in quantities which does not comply with applicable laws and regulations pertaining to said materials or substances. Further, Seller and Purchaser agree that they will not use, generate, store or dispose of, or permit the use, generation, storage, or disposal of any hazardous materials as hereinabove described above, in, on, under or around the Sale Property now or at any time prior to the Closing.

Seller agrees to indemnify, and hold Purchaser 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 Sale Property 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 Sale Property, 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 Sale Property (except costs and expenses relating to any such substances or materials introduced by the NRD or its employees, officers, contractors or agents).

11. **Sale Property information.** Not later than thirty (30) days following execution of this Purchase Agreement, Seller agrees to provide to Purchaser all boundary surveys and topographic studies in Seller's possession relating to the Sale Property. At that time Seller also shall provide to Purchaser any soil tests, engineering reports, wetland studies, or other similar drawings and technical information relating to the Sale Property that Seller may have in its possession, at no additional cost to Purchaser.

12. **Purchaser's Conditions Precedent.** The obligation of Purchaser to consummate the transaction contemplated herein is expressly subject to satisfaction, as determined by Purchaser in its absolute discretion, of the conditions listed below.

12.a. **Title.** This Purchase Agreement is contingent upon condition of title to the Sale Property being established in accordance with Section 5 of this Purchase Agreement, subject only to exceptions waived or agreed to by Purchaser.

12.b. **Warranties.** This Purchase Agreement is contingent upon all warranties and representations of Seller hereunder being true and correct in all material respects as of the date hereof and as of the Closing date.

13. **Real Estate Taxes.** All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of Closing, and all prior years' taxes, interest, and other charges, if any, will be paid by Seller. In the event the Sale Property does not contain all of the Sale Property included in the tax parcel, Seller and Purchaser shall agree on an equitable allocation of the valuation attributable to the Sale Property and the portion of the tax parcel that is not purchased by Purchaser. Purchaser shall be responsible for all non-exempt greenbelt taxes.

14. **Special Assessments.** Seller agrees that it shall pay and/or be responsible for all special assessments, preliminary or final, including any deficiency assessments or such assessments deferred for any reason, which affect the Sale Property as of the date of this offer, with all such payments being made at the time of Closing, or

by way of escrow or bond as determined by Purchaser which would allow for payment at the time of final assessment. In the event that special assessments for installation of the public improvements have not been levied as of Closing, there shall be escrowed from the Closing an amount equal to the estimated amount of such special assessments. In the event that the actual special assessments are greater than the estimates, Seller shall be responsible for the difference and in the event that the estimated special assessments are more than the actual assessments the balance shall be returned to Seller.

15. **Closing Costs and Apportionments.** The parties agree to pay, respectively, the following Closing costs and apportionments:

15.a. **Real Estate Transfer Taxes.** Real estate transfer taxes predicated on the Purchase Price will be paid by Seller.

15.b. **Recording Fees.** Purchaser shall be responsible for recording fees for the deed of conveyance.

15.c. **Title Insurance.** Purchaser and Seller each shall pay one-half of the title insurance required by Section 5 of this Purchase Agreement and each shall pay one-half of the cost of the Closing fee charged by any Closing company or agent.

15.d. **Survey.** Purchaser shall pay the cost of the survey prepared by Lamp, Rynearson & Associates.

16. **Other Documents.** Seller agrees to deliver at the Closing such documents and assurances as may be reasonably required by Purchaser to affirm the title of the Sale Property, and to verify to Seller's satisfaction the conditions of this Purchase Agreement, including, but not limited to:

16.a. Affidavit of possession;

16.b. Construction lien and special assessment affidavit and indemnity;
and

16.c. Special warranty deed.

17. **Entire Agreement.** This Purchase Agreement evidences the entire agreement of the parties and may only be amended in a written agreement signed by both parties. No oral representations may be relied upon.

18. **Broker.** Seller and Purchaser each represent to the other that they have not engaged a real estate agent or broker in this transaction. One or more principals of Seller are licensed real estate brokers or agents in the State of Nebraska acting in their own interest. Each party agrees to indemnify and hold the other party harmless from and against any such fees or commissions, including reasonable attorney fees and court costs incurred, should any such expense arise other than as contemplated in this Section.

19. **Remedies of the Parties.** If Purchaser defaults in the performance of this Purchase Agreement, Seller may forfeit this Purchase Agreement upon thirty (30) days' written notice. If Seller defaults in the performance of any of Seller's obligations pursuant to this Purchase Agreement, Purchaser may cancel this Purchase Agreement by giving Seller thirty (30) days prior written notice of such default. If Seller has not

cured such default or begun significant steps to effectuate such cure, this Purchase Agreement shall stand canceled and terminated at the expiration of the thirty (30) day period. In addition to the above remedies, both parties shall also be entitled to any and all other remedies available at law or in equity.

20. **Offer and Acceptance.** If this offer is executed by Seller and not accepted by Purchaser on or before the _____ day of _____, 2008, at 5:00 p.m., CST, it shall become void. Seller shall, however, have the right to withdraw the offer at any time prior to acceptance thereof by Purchaser.

21. **Prior Agreements.** This offer replaces any and all prior written or oral representations made by either party and shall be binding upon the parties hereto, their successors and assigns. This Purchase Agreement may not be changed or altered in any way, except pursuant to a written agreement signed by both parties. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

22. **Survival of Warranties.** Any warranties, covenants and representations herein shall survive the execution of this Purchase Agreement and any other documents, including the Special Warranty Deed given by Seller to Purchaser to consummate this transaction, and shall not be merged into such documents.

23. **Attorney Fees.** In the event of default by either party pursuant to any of the terms of this Purchase Agreement, the prevailing party in any litigation or enforcement action shall be entitled to reimbursement from the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

24. **Construction.** This Purchase Agreement shall be construed pursuant to the laws of the State of Nebraska. Wherever possible, each provision of this Purchase Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Purchase 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 Purchase Agreement. Time is of the essence of this Purchase Agreement.

25. **Captions.** The captions contained in this Purchase Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Purchase Agreement.

26. **Authority.** Except as otherwise provided in this Purchase Agreement, whenever pursuant to this Purchase Agreement the approval of the Purchaser is called for, any such approval shall be presumed valid if granted or endorsed in writing by the General Manager or Assistant General Manager of the Purchaser.

27. **Non-waiver.** No delay or failure by either party to exercise any right under this Purchase 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 Purchase Agreement.

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

29. **Notices.** All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Purchase 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 or in accordance with written notice of change of address delivered to the other party, and shall be effective on the date of such deposit or the date of delivery, as the case may be:

TO SELLER:

EAGLE RIDGE DEVELOPMENT COMPANY
c/o Michael F. Rogers
8250 Grover Street
Omaha, Nebraska 68124

TO PURCHASER:

PAPIO-MISSOURI NATURAL RESOURCES DISTRICT
c/o John Winkler, General Manager
8901 S. 154th Street
Omaha, NE 68138

IN WITNESS WHEREOF, this Purchase Agreement is made, effective as of the date and year first above written.

**EAGLE RIDGE DEVELOPMENT
COMPANY, a Nebraska corporation**

By _____
Michael F. Rogers, President

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
General Manager

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Michael R. Rogers, as President of EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation, for and on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by John Winkler, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, for and on behalf of such district.

Notary Public

LEGAL DESCRIPTION

Tax Lots B1 (part of the former CRI&P Railroad right of way) and 7A and part of Tax Lot 8A, all in the Southeast Quarter of Section 25, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the southwest corner of the said Southeast Quarter of Section 25;
Thence North $00^{\circ}12'29''$ West (assumed bearings) for 72.81 feet along the west line of the said Southeast Quarter of Section 25 to the south right of way line of the former CRI&P Railroad and the TRUE POINT OF BEGINNING;

Thence North $00^{\circ}12'29''$ West for 607.39 continuing along said west line;

Thence North $89^{\circ}47'31''$ East for 51.30 feet;

Thence North $25^{\circ}44'18''$ East for 332.58 feet;

Thence North $00^{\circ}09'19''$ East for 427.75 feet;

Thence South $76^{\circ}55'14''$ East for 778.78 feet;

Thence South $00^{\circ}48'29''$ East for 510.86 feet;

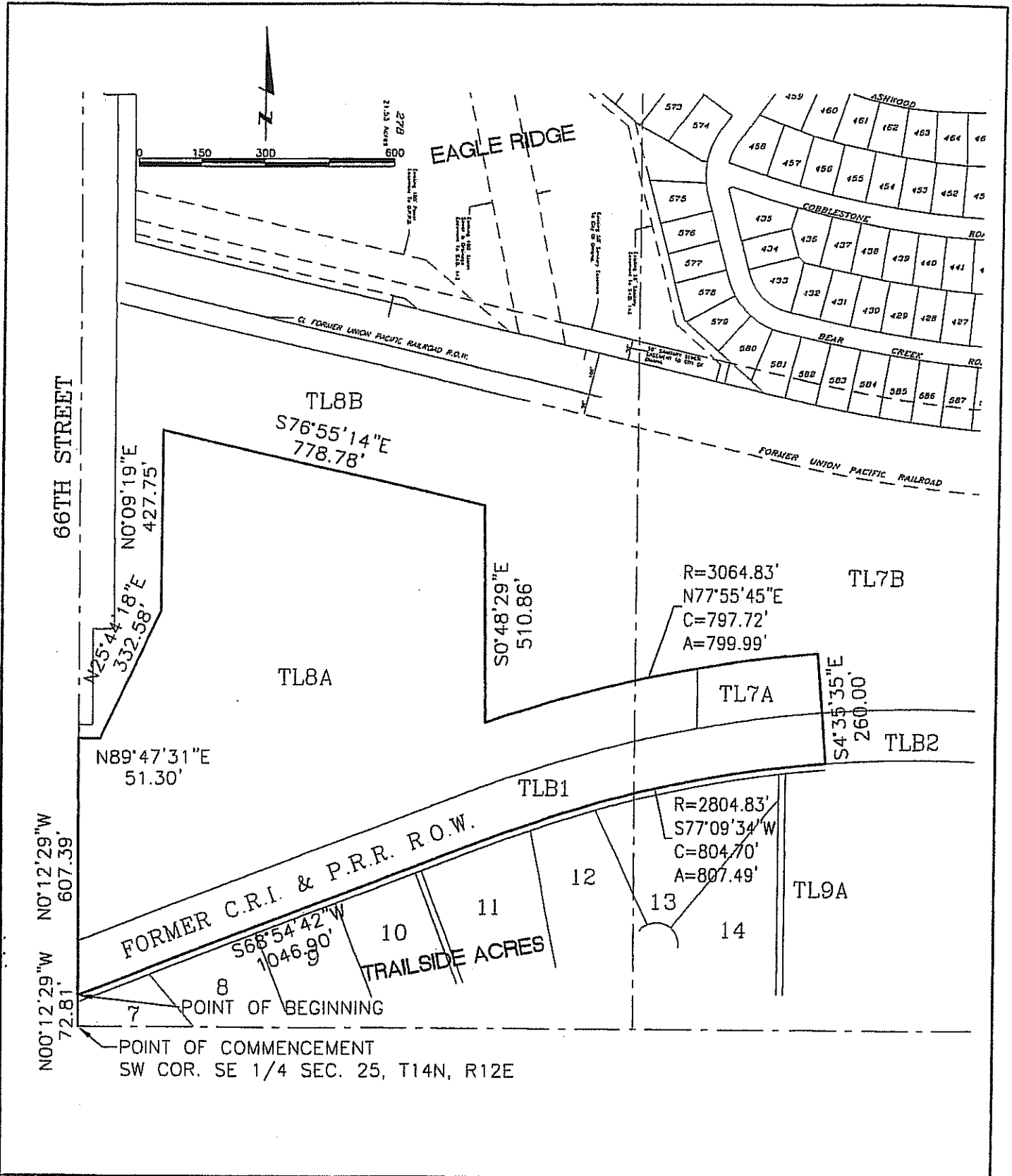
Thence along a curve to the right (having a radius of 3064.83 feet and a long chord bearing North $77^{\circ}55'45''$ East for 797.72 feet) for an arc length of 799.99 feet concentric with and 140.00 feet north of the north right of way line of the said former CRI&P Railroad;

Thence South $04^{\circ}35'35''$ East for 260.00 feet to the south right of way line of said CRI&P Railroad;

Thence along a curve to the left (having a radius of 2804.83 feet and a long chord bearing South $77^{\circ}09'34''$ West for 804.70 feet) for an arc length of 807.49 feet along said south right of way line;

Thence South $68^{\circ}54'42''$ West for 1046.90 feet along said south right of way line to the Point of Beginning.

Contains 25.868 acres.



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
(Fax) 402.496.2730

drawn by: EAM
designer: RDP
job number-task: 08007.01-422
date: 2-19-08
book: 0800 page:
file name: EXHIBIT.dwg

THOMAS E. STEVENS & ASSOCIATES

1011 So 78th Street, Omaha, Nebraska 68114

Telephone (402) 397-2280
Fax (402) 397-2080

March 26, 2007

Mr. Martin P. Cleveland, P.E.
Construction Engineer
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

RE: Summary Appraisal Report
Eagle Ridge Development Company Property
Located on the East Side of South 66th Street
Adjoining Trailside Acres Subdivision on the North
Omaha, Sarpy County, Nebraska

Dear Mr. Cleveland:

In accordance with your request, I have appraised the above captioned property. The property being appraised is legally described within the body of this report.

In making this summary appraisal report, I have considered pertinent market data applicable to the valuation of the property. As a result of my analysis of the factors influencing this valuation, it is my opinion that the market value of the subject property, subject to the underlying assumptions and limiting conditions and certifications, as of March 14, 2007, was:

SIX HUNDRED SIXTY-FOUR THOUSAND DOLLARS

--- (\$664,000) ---

The attached summary appraisal report sets forth the identification of the property, property rights appraised, assumptions and limiting conditions, pertinent facts about the subject's area and the subject property, comparable data, results of my investigation and analyses, and the reasoning leading to the conclusion set forth.

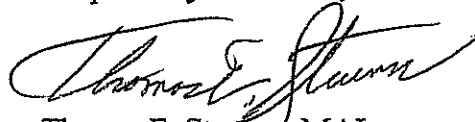
This appraisal report has been made in conformity with and is subject to the Uniform Standards of Professional Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

Mr. Martin P. Cleveland, P.E.
Papio-Missouri River Natural Resources District
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The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs and SRAs who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.

The following report sets forth the reasoning and methodology used in making this appraisal.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas E. Stevens". The signature is fluid and cursive, with a large, stylized initial "T".

Thomas E. Stevens, MAI
Nebraska General Certified
Appraiser CG920124

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

Scope of the Appraisal: To provide a narrative appraisal report to be used to support the market value estimate for the subject property

Purpose of the Appraisal: To estimate the market value of the subject land as of the date of inspection, March 14, 2007.

Effective Date of Appraisal: March 14, 2007

Property Being Appraised: Approximately 26.57 acres (subject to legal survey for exact area) located on the east side of South 66th Street adjoining Trailside Acres subdivision on the north, Omaha, Sarpy County, Nebraska.

Legal Description: Tax Lots 14, 7B, 9B, 8B, B2 and Part of 8A1 and 15 and part of the North ½ of the Southwest ¼ and the Southeast ¼ of the Southwest ¼ and part of Tax Lot 8A, south of creek, in Section 25, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, and abandoned railroad right of way

Owner of Record: Eagle Ridge Development Company

Zoning: AG, Agricultural District

Highest and Best Use: Subdivision development land

Site Size: L shaped parcel of land containing approximately 26.57 acres

Improvements and Age: No building improvements located on the land

Indicated Value Estimate

Land Valuation

26.57 acres (subject to legal survey for exact area)	
@ \$25,000/acre = \$664,250, called	\$664,000
Reconciled Market Value	<u>\$664,000</u>

SCOPE OF THE APPRAISAL

The scope of this appraisal is to provide a narrative appraisal report to be used to support the market value estimate for the subject property. This written report leads the reader through the valuation analysis of real property in Omaha, Nebraska, and the major factors which influence that valuation. My opinion of value is supported with market data and analysis which is documented as thoroughly as possible in the report. Other data and analysis is contained in either this particular file or in the appraiser's files of similar assignments.

Data sources relied upon include, but are not limited to discussions with knowledgeable area real estate professionals, including sales persons, listings agents, property managers, professional real estate appraisers active in the immediate area, and records of the Sarpy County Assessor and Register of Deeds offices. The three approaches to appraisal valuation, i.e., the Cost Approach, the Sales Comparison Approach and the Income Capitalization Approach will be utilized, if applicable. An explanation and information regarding the use of these reports will be included in the appropriate section of this report.

Information pertaining to the subject site was obtained from Mike Rogers with Rogers Construction and Realty Co., Papio-Missouri River Natural Resources District, Sarpy County Records, my physical inspection of the subject site.

Underlying assumptions and limiting conditions and the appraiser's certification, set forth the limits in which the final opinion is contained.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject land as of the date of inspection, March 14, 2007.

IDENTIFICATION OF THE PROPERTY

The property being appraised consists of approximately 26.57 acres (subject to legal survey for exact land area) located on the west side of South 66th Street adjoining Trailside Acres subdivision on the north, Omaha, Sarpy County, Nebraska. No address was assigned to the subject property, but the Sarpy County Parcel ID Number is 011167599.

ENVIRONMENTAL CONSIDERATIONS

Upon inspection, there were no observable environmental conditions or violations on the site. It is also unknown whether there are any underground fuel or oil tanks on the land.

I am not aware of any environmental survey that has been conducted on the subject property or any of the adjoining land. It is recommended that an environmental survey be conducted on the subject property.

Based on the foregoing, the subject property is valued on the premise that there are no overriding environmental conditions that could render the subject property less valuable. It would be prudent and it is recommended that an environmental assessment be made of the subject property. This appraisal does not make any allowance for environmental requirements.

ZONING

The subject property is zoned AG, Agricultural District and is under the zoning jurisdiction of Sarpy County. The Sarpy County Zoning Ordinance, Section 9, states:

The intent and purpose of this district is for the conservation and preservation of the agriculture areas of the County and to retain its economic asset to the County.

For permitted uses, conditional uses, special permit uses, site development regulations, and additional regulations, please refer to the Addendum section of this report for a copy of the zoning regulations for the AG Agricultural District.

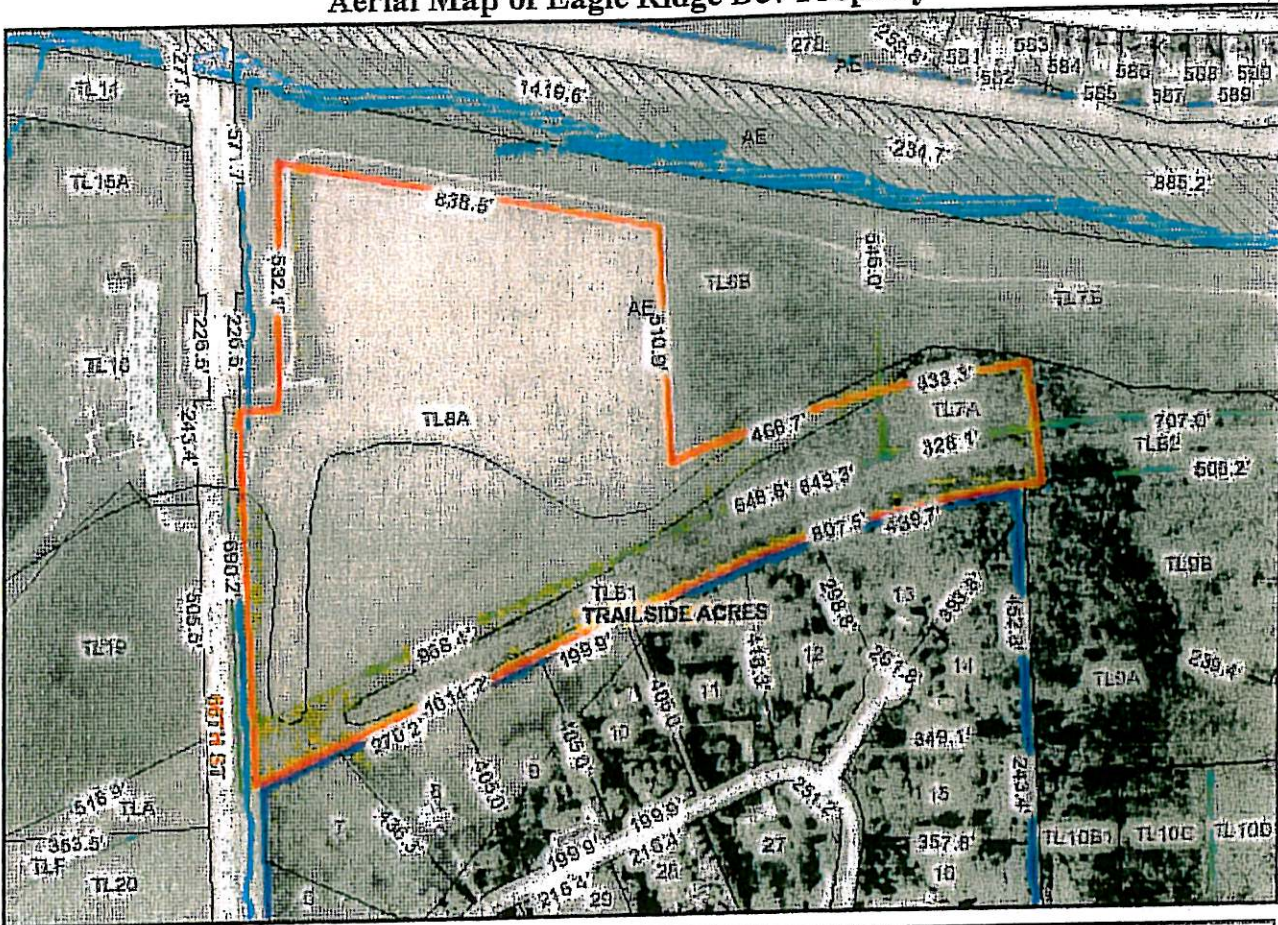
FLOOD PLAIN

According to the National Flood Insurance Program, Flood Insurance Rate Map, and information provided by Papio-Missouri River Natural Resources District, of the total land area of 26.57 acres, 13.02 acres is in the floodplain area, 7.37 acres is in a 500 year floodplain area, and 6.00 acres is outside of the floodplain area. The Community Panel examined by the appraiser was 31153C0069G, revised December 2, 2005, for Sarpy County, Nebraska. The Flood Insurance Rate Maps are published by the Federal Emergency Management Agency.

UTILITIES

All utilities are available in the general area of the subject property and would have to be extended into the subject property for development.

Aerial Map of Eagle Ridge Dev Property



Parcel ID Number	010603816	Legal Description	TAX LOT 7A, TAX LOT 8A, S OF RR & TAX LOT B1 25-14-12 (25.97 AC) GB RECAPTURE ON 1.26 AC 1992-1995
Owner Name	EAGLE RIDGE DEVELOPMENT COMPANY	Neighborhood Code	FRM
Mailing Address	8250 GROVER ST	Property Type	FARM
City State	OMAHA NE	Improvements Value	\$0
Zip Code	68124-	Land Value	\$30,809
Property Class	4000	Total Value	\$30,809
Property Class Codes	02 05 05 02 00 08	Estimated Acres	26.57
Property Address	00000 \S 66TH ST	Tax District	27003

Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 353 feet

Cleveland, Martin

From: Woodward, Paul
Sent: Wednesday, April 11, 2007 1:29 PM
To: Cleveland, Martin
Subject: FW: Tract Southeast of 66th St and the West Papio

Martin-

Below is the response from Mark Stursma. Perhaps we can discuss it further.

Thanks-

Paul Woodward, P.E., CFM
Water Resources Engineer
Papio-Missouri River NRD
402-444-6222
www.papionrd.org

From: Mark Stursma [mailto:mstursma@papillion.org]
Sent: Wednesday, April 11, 2007 12:23 PM
To: Woodward, Paul
Subject: RE: Tract Southeast of 66th St and the West Papio

Paul,

In these situations, we inform the property owner or applicant about the pending changes in the DFIRM. We also inform them about how the changes will affect their ability to get building permits in the future and advise them to seek information on the availability of flood insurance. We do not provide information on flood insurance because we are not familiar with those rules. Finally, if applicant chooses to proceed and make application for a building permit we require that they sign a waiver indicating that they have been duly warned about the pending changes to the DFIRM prior to any city approval.

I hope this helps.

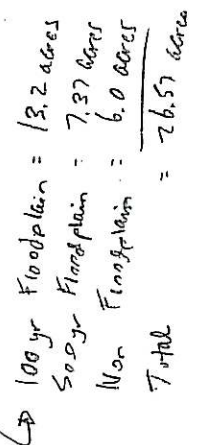
Mark Stursma, AICP
Planning Director

City of Papillion
122 E Third Street
Papillion, NE 68046

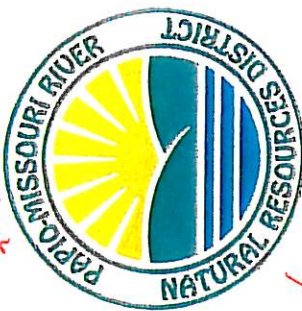
(402) 597-2060

From: Woodward, Paul [mailto:pwoodward@papionrd.org]
Sent: Monday, April 09, 2007 4:07 PM
To: Mark Stursma
Cc: Cleveland, Martin
Subject: Tract Southeast of 66th St and the West Papio

Mark-



DFIRM

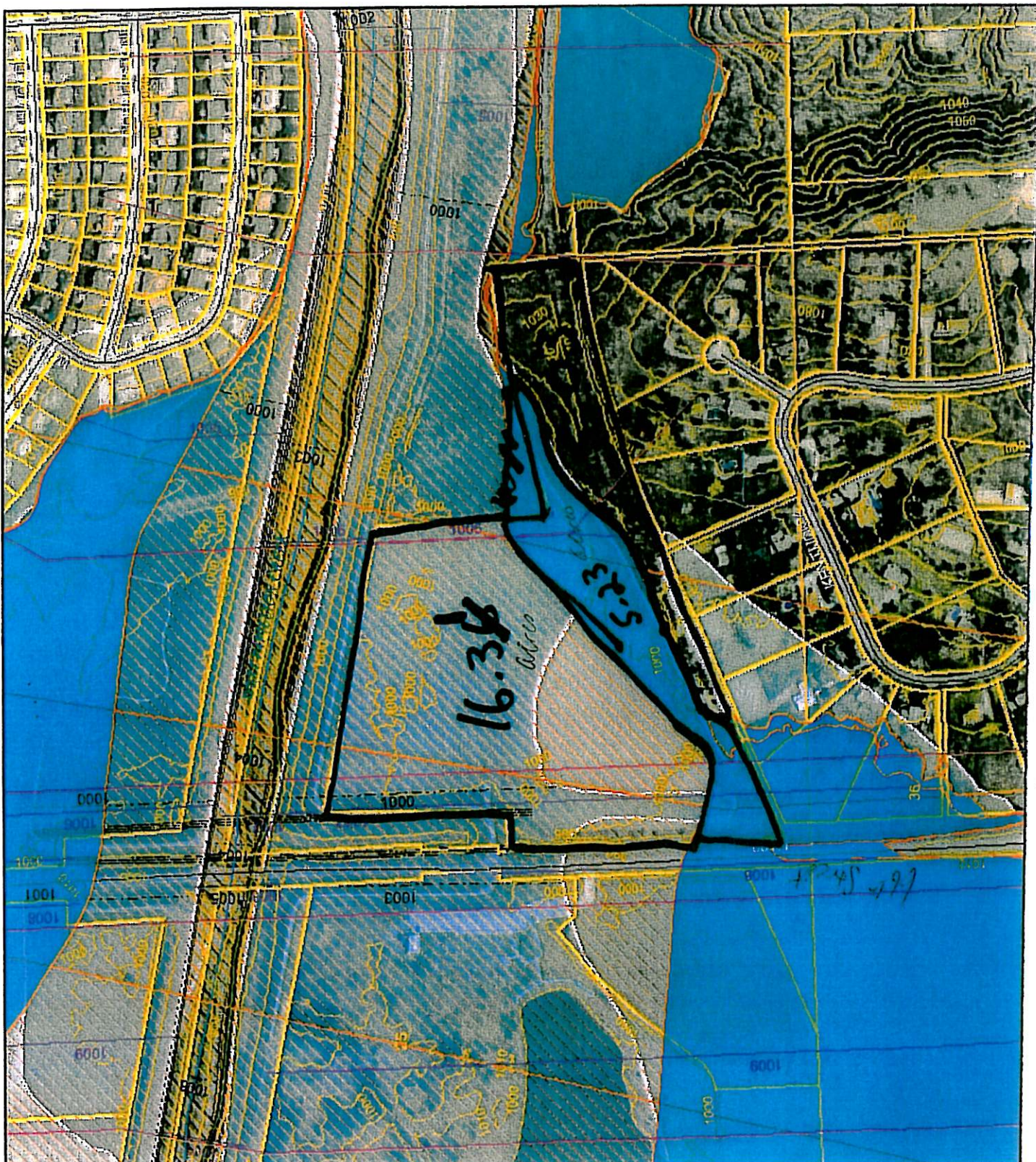


(pending flood plain map)



Legend

- PARCELS
- Sarpy_Topo_10ft
- S_FLD_HAZ_AR
- ZONE_LID, FLDWAY_LID
- 1 PCT FUTURE
- AE, FLOODWAY
- AE, 1 PCT EXISTING
- AO, 1 PCT EXISTING
- Sections
- S_PROFIL_BASLN
- S_XS
- S_BFE
- S_FLD_HAZ_LN
- s_bfe
- s_xs
- s_wtr_ln
- s_fld_haz_ln
- s_gen_struct
- s_fld_haz_ar
- FLD_ZONE, FLOODWAY
- X, 0.2 PCT FLOODPLAIN
- A, 1 PCT FLOODPLAIN
- AE, 1 PCT FLOODPLAIN
- AE, FLOODWAY
- AH, 1 PCT FLOODPLAIN
- AO, 1 PCT FLOODPLAIN
- X, PROTECTED BY LEVEE
- X, NON-FLOODPLAIN



1" = 400'



Property topo

0 100 200 400 600 Feet

