

CONFIDENTIAL

Memorandum

TO: Finance, Expenditure and Legal Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Western Sarpy Clear Creek Levee Project
Melvin E. Bundy Property (252nd and Platteview Road)

DATE: April 2, 2009

The referenced property is located in Sarpy County between Pflug and Fairview Roads (see enclosed location map) along the left bank (east side) of the Platte River. Right-of-way for the Western Sarpy Levee is needed from the Mel Bundy family in this area. The area is located immediately upstream of a Western Sarpy Levee segment (Beacon View) that is currently under construction.

The proposed warranty deed on the Bundy property covers 15.357 acres. The appraised value for the deed is \$72,240 (\$4,700 per acre), as per an appraisal prepared by Valuation Services (enclose is an appraisal excerpt).

The landowner, Melvin Bundy and Management have negotiated and settled on a value of \$76,700 for fee simple title and he plans on signing a Purchase Agreement for the proposed warranty deed (copy is enclosed). The landowner prefers to grant a deed to District versus granting a permanent easement.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Purchase Agreement for warranty deed with Melvin E. Bundy for the amount of \$76,700 and such additional documents to effectuate those transactions as deemed necessary by the General Manager and approved as to form by District Legal Counsel.

CONFIDENTIAL

PLATTE RIVER

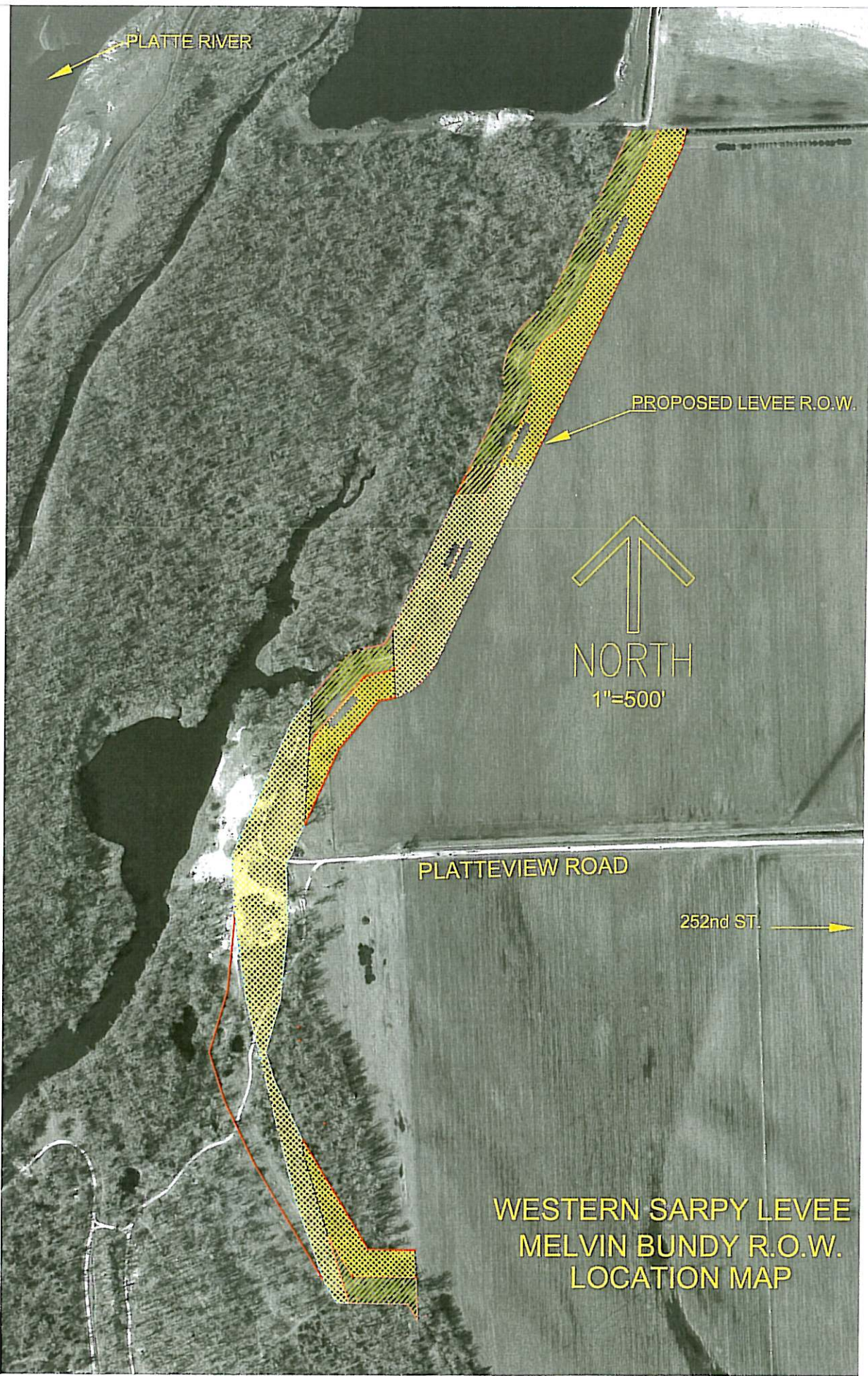
PROPOSED LEVEE R.O.W.

NORTH
1"=500'

PLATTEVIEW ROAD

252nd ST.

WESTERN SАРPY LEVEE
MELVIN BUNDY R.O.W.
LOCATION MAP



PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "this Agreement") is made as of this _____ day of _____, 2009, by and among THE MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP and MELVIN E. BUNDY and CATHERINE D BUNDY, his Wife (hereinafter referred to collectively as "the Sellers"), on the one hand, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the Purchaser"), on the other hand.

The Sellers hereby agree to sell to the Purchaser and the Purchaser hereby agrees to purchase and accept from the Sellers, certain real property upon the following terms and conditions:

1. Property. The property of the Sellers to be sold to the Purchaser pursuant to this Agreement ("the Property") consists of the portion of the Sellers' land in Sarpy County, Nebraska, described in the legal description attached hereto as Exhibit "1" and incorporated herein by reference, together with a Permanent Easement-Restriction in the form as attached hereto as Exhibit 2 and incorporated herein by reference.
2. Price. The purchase price which the Purchaser agrees to pay to the Sellers for the Property (hereinafter referred to as "the Purchase Price") is the sum of SEVENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$76,700.00).
3. Payment. The Purchase Price shall be paid by the Purchaser to the Sellers at the time of the Closing, by Purchaser's bank check.
4. Deed. At the Closing, the Sellers shall execute and deliver to Purchaser a full warranty deed conveying insurable and marketable fee-simple title to the Property, free and clear of all leases, limitations, covenants, reservations, restrictions, easements and other liens and encumbrances, except covenants, reservations, restrictions or easements of record, such excepted items hereinafter being referred to collectively as "the Permitted Exceptions." At the Closing, the Sellers also shall execute and deliver to Purchaser the Permanent Easement-Restriction in the form as attached hereto as Exhibit 2.
5. Title Insurance. Within 10 days after the date of this Agreement, the Purchaser shall deliver to the Sellers a commitment for a title insurance policy for the Property, the premium cost for such policy to be paid by Purchaser.
 - (a) Such commitment shall be issued by an authorized title insurance company in the amount of the Purchase Price and shall show marketable fee simple title to the Property to be vested in the Sellers, subject only to the Permitted Exceptions aforesaid and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of closing and which the Sellers may so remove at that time by using a portion of the Purchase Price to be paid at closing, including deposit of same for Sellers' account with the title insurance company pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as

therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.

(b) If the aforesaid commitment discloses any exceptions to title other than the Permitted Exceptions (hereinafter referred to as the "Non-permitted Exceptions"), the Sellers shall have 20 days from the date of delivery of the commitment to the Sellers to have the Non-permitted Exceptions removed from the policy or commitment, or, at the Sellers' expense, to have the title insurance company commit to insure the Purchaser against loss or damage that may be occasioned by such Non-permitted Exceptions, and in such event, the time of closing shall be the day following the date of such removal of exceptions or commitment to insure, or the date for closing as provided, infra, whichever comes later.

(c) If Sellers fail to have the Non-permitted Exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such Non-permitted Exceptions within the specified time, Purchaser may, at Purchaser's election, terminate this Agreement by giving the Sellers written notice of Purchaser's election, whereupon this Agreement shall, without further action by any party, become null and void and neither party shall have any obligation hereunder.

6. Survey. All surveys which the Purchaser may require in connection with the closing of this transaction, shall be at the expense of Purchaser.

7. Eminent Domain. Neither this Agreement, nor termination of this Agreement pursuant to any provision of this Agreement, shall estop or be deemed to estop the Purchaser from instituting an action in eminent domain to acquire the Property from Sellers or from any person deriving any interest in the Property from the Sellers. The Purchaser represents to the Sellers that the Property is being purchased under the threat of condemnation.

8. Closing. This transaction shall be closed upon a date and at a time to be designated in a written notice mailed by the Purchaser to the Sellers, such closing date to be not less than 10 days and not more than 30 days following the effective date of this Agreement. The transaction shall be closed at the address of the Purchaser, set out below, or at such other place as may be agreed upon by Sellers and Purchaser. The fees of any closing agent desired by Purchaser shall be paid by Purchaser.

10. Revenue Stamps. All documentary stamp taxes shall be paid by Purchaser to the extent that this transaction is not exempt therefrom.

11. Assignment. This Agreement, and/or any interest of Sellers hereunder, may not be assigned in whole or in part by the Sellers without the prior written consent of the Purchaser.

12. Recordation. This Agreement may be recorded in whole or in part.

13. Entire agreement. This Agreement contains the entire agreement among the parties, and Sellers agree that neither the Purchaser, nor any of its officers, agents, or employees, have made any representation or promise not expressly contained herein.

14. Governing law. The provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

15. Captions. 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.

16. Time. Time is of the essence of this Agreement.

17. Default and Specific Performance. If Sellers shall default hereunder, Purchaser shall be entitled to enforce specific performance of this Agreement or may terminate this Agreement.

18. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address a party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.

19. Survival of conditions. The terms and conditions of this Agreement, and all representations, covenants, warranties, and agreements made herein, shall survive the closing of this transaction, and shall not be deemed to have merged or terminated upon closing.

20. Binding effect. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto after its execution by the parties.

21. Fence. The Purchaser agrees to construct a 5-strand barbed wire fence on the Purchaser's side of the boundary line between the Property and the remainder of the Sellers' land in Sarpy County, Nebraska, such fence to be equipped with a gate on each end thereof.

IN WITNESS WHEREOF, this instrument is executed by Purchaser on _____, 2009.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
JOHN WINKLER, GENERAL MANAGER

IN WITNESS WHEREOF, this instrument is executed by Sellers on _____, 2009.

MELVIN E. BUNDY FAMILY REAL ESTATE
LIMITED PARTNERSHIP

By _____
MELVIN E. BUNDY, GENERAL PARTNER

MELVIN E. BUNDY

CATHERINE D. BUNDY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009, by MELVIN E. BUNDY, GENERAL PARTNER of the MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP, as his voluntary act and deed

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009, by MELVIN E. BUNDY and CATHERINE D. BUNDY, his Wife, their voluntary act and deed.

Notary Public

WARRANTY DEED

The **MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP**; and, **MELVIN E. BUNDY** and **CATHERINE D. BUNDY**, his Wife (hereinafter referred to collectively as "GRANTORS"), for and in consideration of the payment of One Dollar and other consideration received from **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "GRANTEE"), do hereby convey to GRANTEE the tract of land in Sarpy County, Nebraska, described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference.

GRANTORS covenant with GRANTEE that GRANTORS:

- (1) are lawfully seised of such real estate and that it is free from taxes, liens and other encumbrances, except easements and protective covenants of record;
- (2) have legal power and lawful authority to convey the same; and
- (3) warrant and will defend GRANTEE's title to the real estate against the lawful claims of all persons.

Dated this _____ day of _____, 2009.

The **MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP**

By _____
MELVIN E. BUNDY, GENERAL PARTNER

MELVIN E. BUNDY

CATHERINE D. BUNDY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009, by MELVIN E. BUNDY, GENERAL PARTNER of the MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP, as his voluntary act and deed

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009, by MELVIN E. BUNDY and CATHERINE D. BUNDY, his Wife, as their voluntary act and deed.

Notary Public

PERMANENT EASEMENT-RESTRICTION

For and in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged,

THE MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP; A NEBRASKA LIMITED PARTNERSHIP and MELVIN E. BUNDY, INDIVIDUALLY, and CATHERINE D. BUNDY, his Wife

(hereinafter referred to collectively as "**GRANTORS**"), do hereby grant to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "**GRANTEE**"), and its successors and assigns, the following permanent easement-restriction, running with the land, to-wit:

GRANTORS, and their heirs, successors and assigns, shall not excavate within two hundred feet (200') on either side of the GRANTEE'S flood protection levee rights-of-way in Sarpy County, Nebraska, described in the legal description attached hereto and incorporated herein by reference as Exhibit "A," to any depth (measured below the natural ground plane) deeper than one-fourth (1/4) the horizontal distance from the point of excavation to the nearest boundary of such levee rights-of-way.

IN WITNESS WHEREOF, this instrument is executed by GRANTORS on _____, 2009.

MELVIN E. BUNDY FAMILY REAL ESTATE
LIMITED PARTNERSHIP

By _____
MELVIN E. BUNDY, GENERAL PARTNER

MELVIN E. BUNDY

CATHERINE D. BUNDY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009, by MELVIN E. BUNDY, GENERAL PARTNER of the MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP, as his voluntary act and deed

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009, by MELVIN E. BUNDY and CATHERINE D. BUNDY, his Wife as their voluntary act and deed.

Notary Public

LEGAL DESCRIPTION
WESTERN SARPY DRAINAGE DISTRICT
ADDITIONAL ACQUISITION TRACT
MELVIN E. BUNDY FAMILY REAL ESTATE LIMITED PARTNERSHIP
INSTRUMENT NO. 98-000033
MELVIN E. BUNDY
INSTRUMENT NO. 2005-42291

A TRACT OF LAND LOCATED IN PART OF TAX LOT 3A, A TAX LOT LOCATED IN SECTION 17; AND ALSO TOGETHER WITH PART OF GOVERNMENT LOT 10, A GOVERNMENT LOT LOCATED IN THE SE1/4 OF SECTION 18; AND ALSO TOGETHER WITH PART OF TAX LOT B, A TAX LOT LOCATED IN SAID SECTION 18; AND ALSO TOGETHER WITH PART OF GOVERNMENT LOT 1 AND ACCRETIONS THERETO, A GOVERNMENT LOT LOCATED IN SECTION 19; ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 3B, A TAX LOT LOCATED IN SAID SECTION 17; THENCE S89°47'59"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 17, SAID LINE ALSO BEING THE NORTH LINE OF SAID TAX LOT 3B, A DISTANCE OF 1047.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°47'59"E ALONG THE NORTH LINE OF SAID TAX LOT 3A, SAID LINE ALSO BEING SAID NORTH LINE OF THE SW1/4 OF SECTION 17, A DISTANCE OF 103.27 FEET; THENCE S14°39'43"W, A DISTANCE OF 63.77 FEET; THENCE S26°14'03"W, A DISTANCE OF 116.69 FEET; THENCE S27°22'33"W, A DISTANCE OF 567.48 FEET; THENCE S27°34'45"W, A DISTANCE OF 440.89 FEET; THENCE S27°39'32"W, A DISTANCE OF 978.48 FEET; THENCE S32°48'09"W, A DISTANCE OF 31.45 FEET; THENCE S37°29'17"W, A DISTANCE OF 29.26 FEET; THENCE S43°23'12"W, A DISTANCE OF 37.99 FEET; THENCE S54°15'31"W, A DISTANCE OF 43.97 FEET; THENCE S65°15'22"W, A DISTANCE OF 49.36 FEET; THENCE S76°42'05"W, A DISTANCE OF 38.99 FEET; THENCE S81°47'40"W, A DISTANCE OF 41.45 FEET; THENCE S42°01'11"W, A DISTANCE OF 234.56 FEET; THENCE S26°19'26"W, A DISTANCE OF 472.80 FEET; THENCE S00°05'26"W, A DISTANCE OF 210.62 FEET; THENCE S07°41'35"W, A DISTANCE OF 288.75 FEET; THENCE S18°16'17"W, A DISTANCE OF 198.08 FEET; THENCE S15°16'20"E, A DISTANCE OF 112.81 FEET; THENCE S23°31'45"E, A DISTANCE OF 223.69 FEET; THENCE S28°43'58"E, A DISTANCE OF 488.16 FEET; THENCE S86°42'00"E, A DISTANCE OF 177.14 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4 OF SECTION 19, SAID LINE ALSO BEING THE WEST LINE OF THE NW1/4 OF SAID SECTION 20; THENCE S00°07'23"E ALONG SAID EAST LINE OF THE NE1/4 OF SECTION 19, SAID LINE ALSO BEING SAID WEST LINE OF THE NW1/4 OF SECTION 20, A DISTANCE OF 100.18 FEET; THENCE N86°42'00"W, A DISTANCE OF 238.52 FEET; THENCE N28°43'58"W, A DISTANCE OF 171.70 FEET; THENCE S14°47'31"E, A DISTANCE OF 258.33 FEET; THENCE N86°42'00"W, A DISTANCE OF 44.54 FEET; THENCE N28°43'58"W, A DISTANCE OF 85.93 FEET; THENCE N17°52'34"W, A DISTANCE OF 314.48 FEET; THENCE N11°52'34"W, A DISTANCE OF 775.00 FEET; THENCE N05°52'34"W, A DISTANCE OF 326.29 FEET; THENCE N00°05'26"E, A DISTANCE OF 209.41 FEET; THENCE N26°19'26"E, A DISTANCE OF 546.96 FEET; THENCE N42°01'11"E, A DISTANCE OF 113.84 FEET TO A POINT ON THE WESTERLY LINE OF SAID GOVERNMENT LOT 10, SAID LINE ALSO BEING

THE EASTERLY LINE OF SAID TAX LOT B; THENCE S05°13'53"W ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 10, SAID LINE ALSO BEING SAID EASTERLY LINE OF TAX LOT B, A DISTANCE OF 192.29 FEET; THENCE N26°19'26"E, A DISTANCE OF 56.03 FEET; THENCE N42°01'11"E, A DISTANCE OF 260.64 FEET; THENCE N46°24'50"E, A DISTANCE OF 14.86 FEET; THENCE N55°00'14"E, A DISTANCE OF 6.69 FEET; THENCE N66°46'20"E, A DISTANCE OF 9.23 FEET; THENCE N77°15'28"E, A DISTANCE OF 16.06 FEET; THENCE N81°47'40"E, A DISTANCE OF 48.53 FEET; THENCE N76°42'05"E, A DISTANCE OF 24.52 FEET; THENCE N65°15'22"E, A DISTANCE OF 13.95 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4 OF SECTION 18, SAID LINE ALSO BEING THE WEST LINE OF SAID SW1/4 OF SECTION 17; THENCE N00°03'45"W ALONG SAID EAST LINE OF THE SE1/4 OF SECTION 18, SAID LINE ALSO BEING SAID WEST LINE OF THE SW1/4 OF SECTION 17, A DISTANCE OF 145.07 FEET TO THE SOUTHERLY CORNER OF SAID TAX LOT 3B, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID TAX LOT 3A; THENCE N27°39'32"E ALONG SAID WESTERLY LINE OF SAID TAX LOT 3A, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 3B, A DISTANCE OF 549.14 FEET TO A POINT ON THE SOUTH LINE OF THE NW1/4 OF SAID SW1/4 OF SECTION 17, SAID LINE ALSO BEING THE NORTH LINE OF THE SW1/4 OF SAID SW1/4 OF SECTION 17; THENCE S89°47'56"E ALONG SAID SOUTH LINE OF THE NW1/4 OF THE SW1/4 OF SECTION 17, SAID LINE ALSO BEING SAID NORTH LINE OF THE SW1/4 OF THE SW1/4 OF SECTION 17, A DISTANCE OF 112.70 FEET; THENCE N27°39'25"E, A DISTANCE OF 339.28 FEET; THENCE N22°07'45"E, A DISTANCE OF 38.93 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 207.34 FEET, A DISTANCE OF 104.65 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N02°21'37"E, A DISTANCE OF 103.54 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 182.92 FEET, A DISTANCE OF 155.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N30°18'29"E, A DISTANCE OF 150.43 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 340.34 FEET, A DISTANCE OF 169.28 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N41°37'30"E, A DISTANCE OF 167.54 FEET; THENCE N27°22'33"E, A DISTANCE OF 566.48 FEET; THENCE N26°14'03"E, A DISTANCE OF 105.56 FEET; THENCE N14°39'43"E, A DISTANCE OF 27.85 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 668,918 SQUARE FEET OR 15.356 ACRES, MORE OR LESS.

Valuation Services

11640 Arbor Street, Suite 101 • Omaha, NE 68144 • (402)397-8080 • (Fax)393-8284

March 27, 2009

Mr. Martin Cleveland, P.E.
Construction Engineer
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

Re: Estimation of Compensation Based on Fee Simple Acquisition
Melvin Bundy Property
Western Sarpy Clear Creek Project
Sarpy County, Nebraska

Dear Mr. Cleveland:

In conjunction with an earlier appraisal of the above referenced property, compensation to the property owner was estimated assuming a permanent easement would be acquired over 15.37 acres of land located on the Melvin Bundy property near 252nd and Platteview Road. Total compensation based on the taking of a permanent easement was estimated at \$59,200.

At your request, I have now considered what the revised compensation payable would be if the 15.37 acres of land (previously to be encumbered with a permanent easement) were to be acquired in fee simple title. In my earlier appraisal, the unit value of the subject property was estimated at \$4,700 per acre. Subsequent to my appraisal I have reviewed additional information which supports my earlier land value estimate at \$4,700 per acre.

Value of Part Taken as Part of the Whole

The first step in my revised analysis is to estimate the value of part taken as a part of the whole. Based on a value of \$4,700 per acre the value of the part taken as a part of the whole is calculated as follows:

$$15.37 \text{ Acres.} \times \$4,700 \text{ per Sq. Ft.} = \$72,239, \text{ Called } \mathbf{\$72,240}$$

Value of the Remainder Before the Taking

The value of the remainder before the taking is calculated as follows:

Value of Subject Before the Taking	\$1,637,400 (from earlier appraisal)
Less Value of Part Taken As a Part of the Whole	<u>\$ 72,240</u>
Value of Remainder Before the Taking	\$1,565,160

Mr. Martin Cleveland

Value of the Remainder After the Taking

The value of the remainder before the taking was previously calculated. It is now necessary to estimate the value of the remainder after the taking. In doing this the characteristics of the remaining portion of the subject property after the project is completed is considered. The value of the remainder after the taking is then subtracted from the value of the remainder as a part of the whole. The difference, if any, between these two amounts represents additional compensation payable resulting from the taking. The difference can also be referred to as damages.

After the taking, the overall characteristics of the property will essentially be unchanged with the exception of having slightly less site area. In fact, there will be less waste areas located on the site which may positively enhance the value of the remainder. After considering the characteristics of the property after the taking, it is my conclusion that no diminution in value to the remainder will occur and the value of the remainder after the taking is the same as the value of the remainder before the taking, being **\$1,565,160**.

Damages

Value of the Remainder Before the Taking	\$1,565,160
Value of the Remainder After the Taking	<u>\$1,565,160</u>
Damages (Difference)	\$ 0

Summary of Value Conclusions

Value of Property Before the Taking	\$1,637,400
Less Value of Part Taken as Part of the Whole	<u>\$ 72,240</u>
Value of Remainder Before the Taking	\$1,565,160
Value of Remainder After the Taking	<u>\$1,565,160</u>
Damages	\$ 0
Plus Value of Part Taken as Part of the Whole	<u>\$ 72,240</u>
Total Compensation by Reason of Fee Simple Taking	\$ 72,240

Mr. Martin Cleveland

To conclude, estimated compensation payable to the property owner due to property rights acquired associated with the fee simple taking of 15.37 acres of land from the Melvin Bundy property are:

**Seventy Two Thousand Two Hundred Forty Dollars
(\$72,240)**

This letter is intended to serve as a supplement to my original appraisal of the property which has an effective date of November 4, 2008 which was previously forwarded to your attention. To fully understand the basis for the value conclusions stated herein, any potential user of this letter must be in possession of the original appraisal along with this letter. Should you have any additional questions in regards to this analysis, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin S. Kroeger". The signature is fluid and extends across the width of the page.

Kevin S. Kroeger
Certified General Appraiser,
State of Nebraska (CG920195)

Valuation Services

11640 Arbor Street, Suite 101 • Omaha, NE 68144 • (402)397-8080 • (Fax)393-8284

November 26, 2008

Mr. Martin Cleveland, P.E.
Construction Engineer
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

Re: Appraisal of Melvin Bundy Property
Western Sarpy Clear Creek Project
Sarpy County, Nebraska

Dear Mr. Cleveland:

As requested, I have prepared an appraisal of the above referenced property. The purpose of this appraisal is to provide you with a supportable opinion of just compensation payable to the property owner for property interests being acquired in conjunction with the Western Sarpy Clear Creek Project. In connection with completing this assignment, an inspection of the property was made on November 4, 2008.

Briefly stated, the property being appraised consists of 348.39 acres of land located primarily along the north side of Platteview Road west of 252nd Street. There are various homestead improvements located on the larger parcel being appraised. However, these improvements are far removed from the taking area and will not be adversely impacted by the proposed acquisition. As such, the improvements are excluded from valuation within this appraisal.

Proposed to be acquired on the site is a permanent levee and jetty easement containing 15.357 acres. The easement is generally located along the western boundary of the site and varies in width and length. The easements give the acquiring agency (the PMNRD) the right to construct, modify, operate, patrol, maintain, repair, and replace a flood protection levee, including underseepage, berms, observation wells, relief wells, gravel drains, relief drains, outlet pipes, drainage structures, and other appurtenances and including a road on such levee and maintenance roads in 15' corridors adjacent to and paralleling the toes on both sides of such levee, and; the non-exclusive right to enter the portion(s) of the owner's property which are now or which become within the physical channel of the Platte River and to construct, modify, operate, patrol, maintain, repair, and replace jetties and other riverbank stabilization and riverbank protection measures and appurtenances thereto.

After inspecting the property and completing my analysis, I am of the opinion that total compensation payable to the property owner resulting from the acquisition of permanent levy and jetty easements as of November 4, 2008 is:

Fifty Nine Thousand Two Hundred Dollars
(\$59,200)

Accompanying this letter is a narrative report which sets forth the assumptions and limiting conditions, identification of the property, comparable data, results of my investigation, and the reasoning leading to my conclusions.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin S. Kroeger". The signature is written in dark ink and is positioned below the text "Respectfully submitted,".

Kevin S. Kroeger
Certified General Appraiser,
State of Nebraska (CG920195)

Salient Facts and Conclusions

Property Identification: Melvin Bundy Property

Location: 252nd and Platteview Road
Sarpy County, Nebraska

Effective Date of Appraisal: November 4, 2008

Property Rights Appraised: Fee simple

Property Owner: Melvin E. Bundy Family Real Estate Partnership

Site Area: 348.39± Acres

Improvements: Improvements on the subject site are far removed from the taking area and will not be negatively impacted by the proposed acquisition.

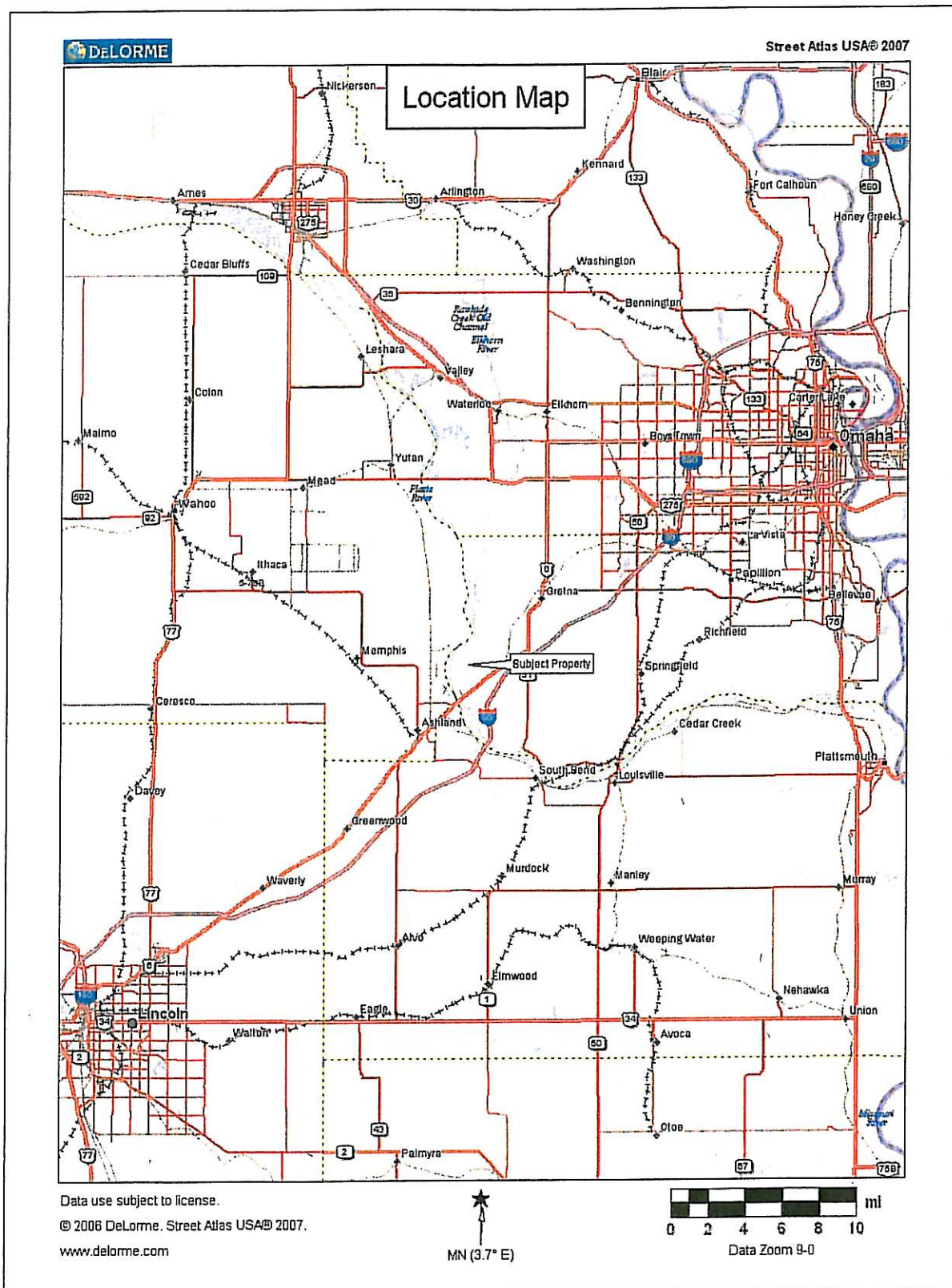
Highest and Best Use: Agricultural and recreational use

Zoning: AG-FP - Agricultural floodplain district

Estimated “Before” Market Value: \$1,637,400

Estimated “After” Market Value: \$1,578,200

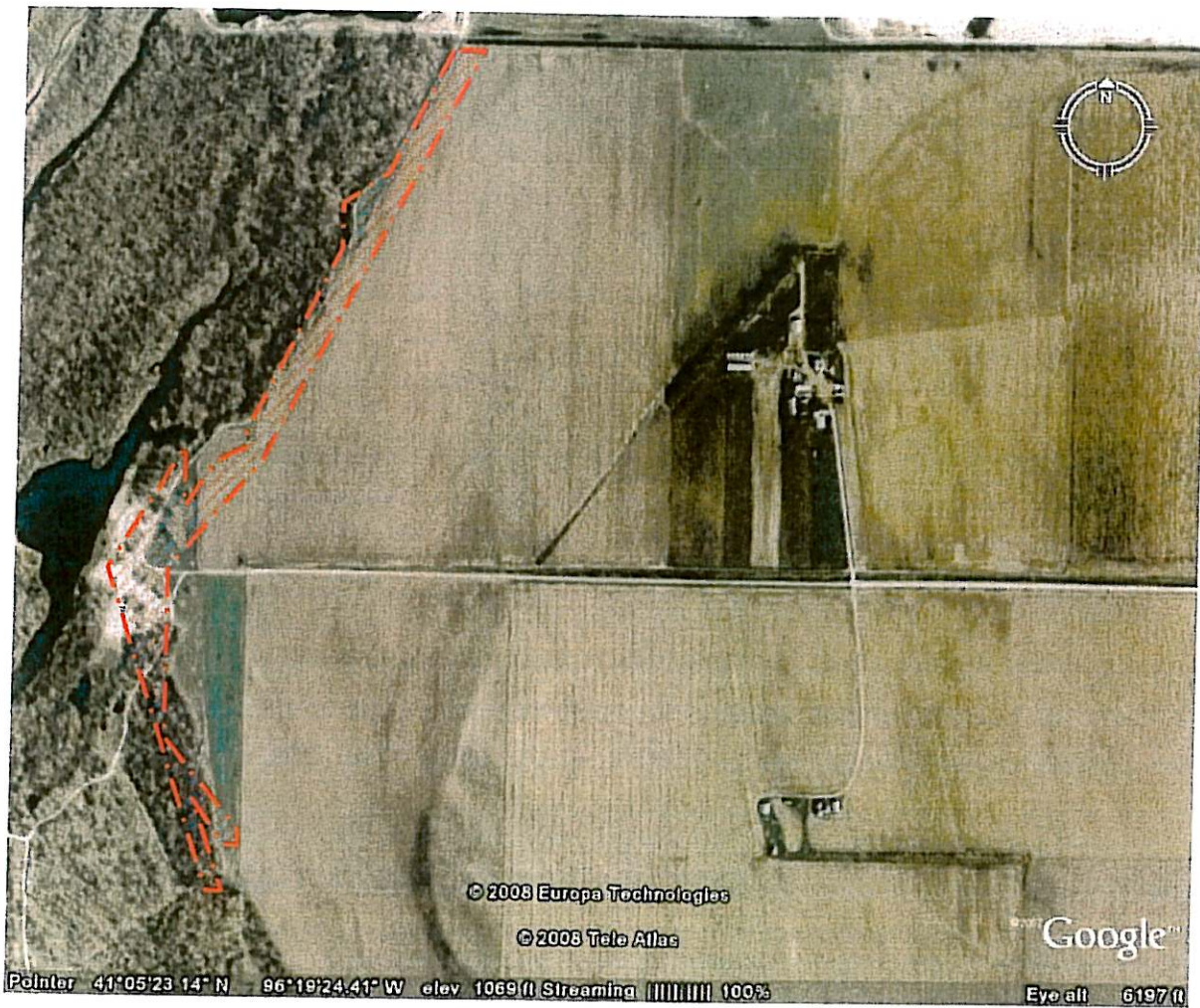
Estimated Compensation by Reason of the Taking: \$59,200



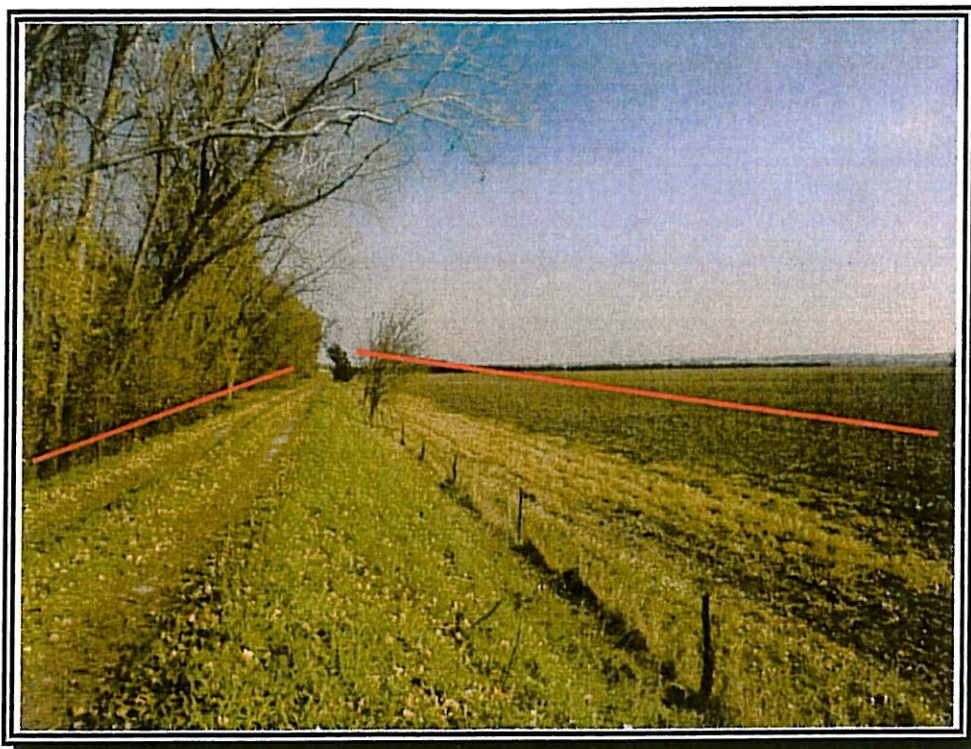
Aerial Photograph



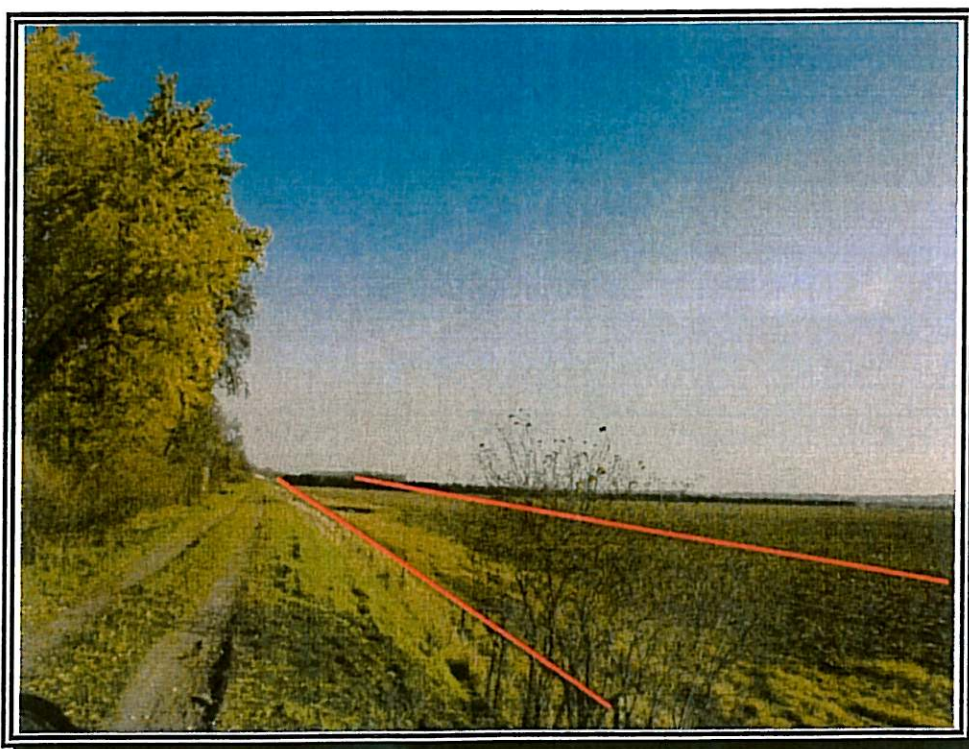
Aerial Photograph With Permanent Easement Overlay (Not to Scale)



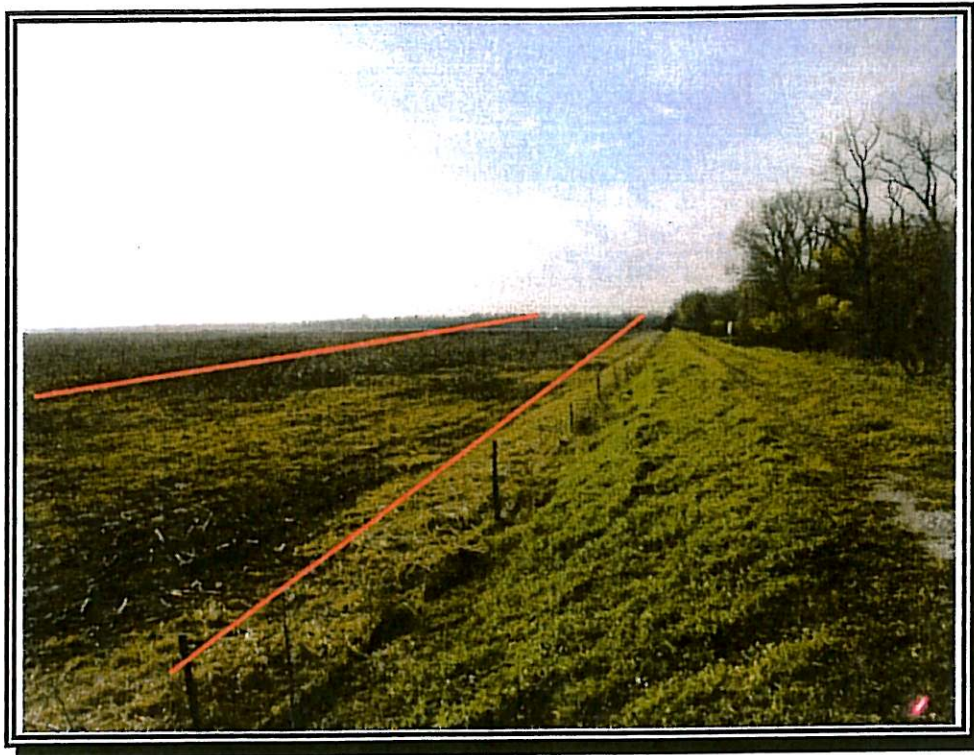
Photographs of the Property



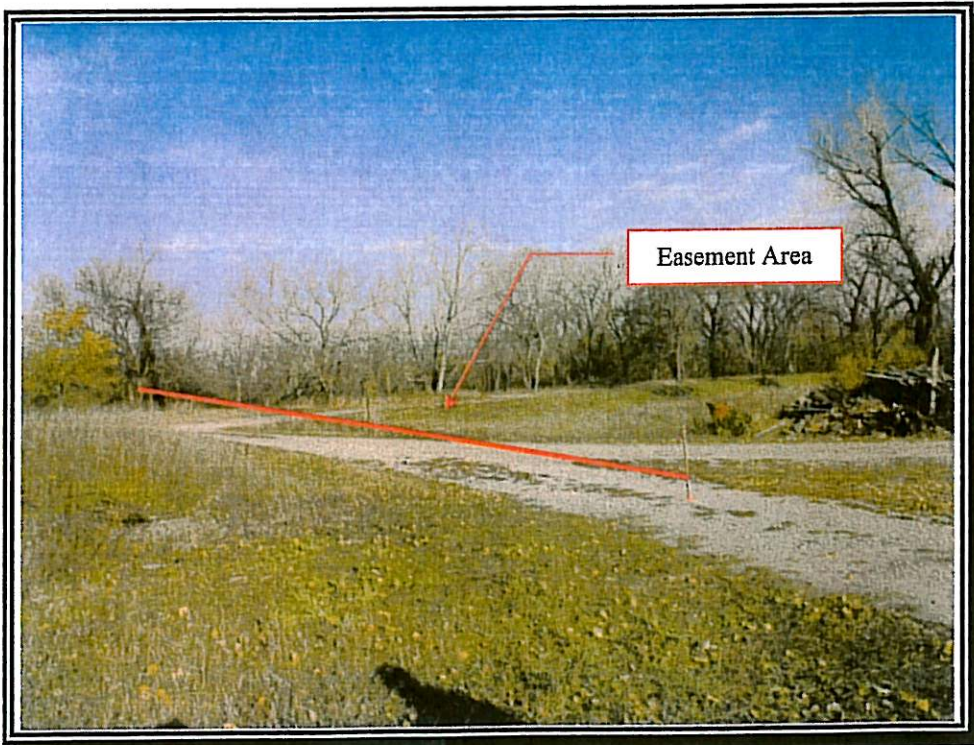
A view of the northern end of the easement area looking northerly.



A view of the northern end of the easement area looking northerly.



A view of the northern end of the easement area looking south from the far north end of the easement.



A view of the easement looking southerly from the midpoint of the easement.



A view of the south end of the easement area looking northerly a point south of Platteview Road.



The south portion of the easement area looking south from the south end of the easement area .

Conclusion

Based on the preceding analysis, total compensation (damages) resulting from the taking of the permanent easement is calculated as follows:

Damages

Value of the Property Before the Taking	\$1,637,400
Value of the Property After the Taking	<u>\$1,578,200</u>
Difference – Damages	\$ 59,200

The underlying 100% fee simple value of land within the proposed permanent easement area (when viewed as part of the whole) would be \$72,180 (15.357 acres x \$4,700 per acre = \$72,180). The total damages of \$59,200 represents 82% of the underlying fee value of the land. As indicated earlier, it is my opinion that the permanent easement impacts the value of the land within the permanent easement area in an amount equivalent to 80% to 90% of the underlying fee value. In my opinion, the concluded damages of \$59,200 are well supported.

Based on the preceding analysis, total compensation payable to the property for the taking of the permanent levee and jetty easement as of November 4, 2008 is estimated to be:

Fifty Nine Thousand Two Hundred Dollars
(\$59,200)

Valuation Services

11640 Arbor Street, Suite 101 • Omaha, NE 68144 • (402)397-8080 • (Fax)393-8284

November 26, 2008

Mr. Martin Cleveland, P.E.
Construction Engineer
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

Re: Appraisal of Melvin Bundy Property
Western Sarpy Clear Creek Project
Sarpy County, Nebraska

Dear Mr. Cleveland:

As requested, I have prepared an appraisal of the above referenced property. The purpose of this appraisal is to provide you with a supportable opinion of just compensation payable to the property owner for property interests being acquired in conjunction with the Western Sarpy Clear Creek Project. In connection with completing this assignment, an inspection of the property was made on November 4, 2008.

Briefly stated, the property being appraised consists of 348.39 acres of land located primarily along the north side of Platteview Road west of 252nd Street. There are various homestead improvements located on the larger parcel being appraised. However, these improvements are far removed from the taking area and will not be adversely impacted by the proposed acquisition. As such, the improvements are excluded from valuation within this appraisal.

Proposed to be acquired on the site is a permanent levee and jetty easement containing 15.357 acres. The easement is generally located along the western boundary of the site and varies in width and length. The easements give the acquiring agency (the PMNRD) the right to construct, modify, operate, patrol, maintain, repair, and replace a flood protection levee, including underseepage, berms, observation wells, relief wells, gravel drains, relief drains, outlet pipes, drainage structures, and other appurtenances and including a road on such levee and maintenance roads in 15' corridors adjacent to and paralleling the toes on both sides of such levee, and; the non-exclusive right to enter the portion(s) of the owner's property which are now or which become within the physical channel of the Platte River and to construct, modify, operate, patrol, maintain, repair, and replace jetties and other riverbank stabilization and riverbank protection measures and appurtenances thereto.

After inspecting the property and completing my analysis, I am of the opinion that total compensation payable to the property owner resulting from the acquisition of permanent levy and jetty easements as of November 4, 2008 is:

Fifty Nine Thousand Two Hundred Dollars
(\$59,200)

Accompanying this letter is a narrative report which sets forth the assumptions and limiting conditions, identification of the property, comparable data, results of my investigation, and the reasoning leading to my conclusions.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kevin S. Kroeger". The signature is written in dark ink and is positioned above the typed name and title.

Kevin S. Kroeger
Certified General Appraiser,
State of Nebraska (CG920195)

Salient Facts and Conclusions

Property Identification:	Melvin Bundy Property
Location:	252 nd and Platteview Road Sarpy County, Nebraska
Effective Date of Appraisal:	November 4, 2008
Property Rights Appraised:	Fee simple
Property Owner:	Melvin E. Bundy Family Real Estate Partnership
Site Area:	348.39± Acres
Improvements:	Improvements on the subject site are far removed from the taking area and will not be negatively impacted by the proposed acquisition.
Highest and Best Use:	Agricultural and recreational use
Zoning:	AG-FP - Agricultural floodplain district
Estimated “Before” Market Value:	\$1,637,400
Estimated “After” Market Value:	\$1,578,200
Estimated Compensation by Reason of the Taking:	\$59,200

Conclusion

Based on the preceding analysis, total compensation (damages) resulting from the taking of the permanent easement is calculated as follows:

Damages

Value of the Property Before the Taking	\$1,637,400
Value of the Property After the Taking	<u>\$1,578,200</u>
Difference – Damages	\$ 59,200

The underlying 100% fee simple value of land within the proposed permanent easement area (when viewed as part of the whole) would be \$72,180 (15.357 acres x \$4,700 per acre = \$72,180). The total damages of \$59,200 represents 82% of the underlying fee value of the land. As indicated earlier, it is my opinion that the permanent easement impacts the value of the land within the permanent easement area in an amount equivalent to 80% to 90% of the underlying fee value. In my opinion, the concluded damages of \$59,200 are well supported.

Based on the preceding analysis, total compensation payable to the property for the taking of the permanent levee and jetty easement as of November 4, 2008 is estimated to be:

Fifty Nine Thousand Two Hundred Dollars
(\$59,200)