

**Programs, Projects & Operations  
Subcommittee Meeting  
February 7, 2006  
7:00 p.m.  
Agenda**

**Programs, Projects & Operations:**

John Conley, Chairman  
Rich Tesar, Vice-Chairman  
Fred Conley  
Rick Kolowski  
Joe Neary

**Alternate Members:** Dorothy Lanphier  
Jim Thompson

**Staff Liaison:** Gerry Bowen \*  
Martin Cleveland  
Ralph Puls  
Dick Sklenar  
Paul Woodward

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Village of Kennard Waste Water Project Interlocal Agreement – Paul Woodward and George Pearson, Kennard Village Board Chair
6. Review and Recommendation on Papio Dam Site 13 Project Agreements – Paul Woodward
  - a. Interlocal Agreement with SID 521
  - b. First Addendum to Purchase Agreement with Dial Realty Development Corp
7. Review and Recommendation of Land Acquisition for Enhancement of District's Wetland Bank – Steve Oltmans and Norm Hanson, Douglas County Environmental Services
  - a. Appraisal (by Rick See, Mitchell and Assoc.)
  - b. Legal Description
  - c. Revised Purchase Agreement

8. Review and Recommendation on Mopac Trail (Highway 50 to Lied Bridge)  
Supplementary Agreement with Nebraska Department of Roads – Gerry Bowen
9. Review and Recommendation on Silver Creek Watershed Bids on Sites 6, 30, 31 and 36  
– Terry Schumacher; and, Jason Mead, Olsson Associates
10. Review and Recommendation on Account Over 110% -Acct # 07 08 4430 – Missouri River  
Land Rights – Jim Becic
11. Adjourn

## Memorandum

**To:** Programs, Projects and Operations Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** January 30, 2006  
**Re:** Kennard Wastewater Project

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In July of 2005, the Board received a request from the Village of Kennard to provide a grant to assist the Village in improving their wastewater system by pumping their sewage to the City of Blair for treatment. Then in September, the Board heard testimony about the proposed project and the need for additional funding to supplement grants and loans from USDA Rural Development and NDEQ. Overall, the Board supported this regionalized wastewater system because it provides benefits to water quality and overall public health, and eliminates the need for the Village to employ a licensed operator.

Kennard is currently under orders from the state to complete this project because their existing treatment lagoons are not meeting compliance standards. In response to this requirement, the Village's engineer has completed a study which identified the potential of pumping the Village's sewage to Blair as the most economic option at an estimated total cost of \$970,000. This cost would include funds needed to abandon and remediate the existing lagoon site.

Currently, the Village has secured approximately \$720,000 for this project through federal and state loans or grants. Therefore, in response to the Village's request, the enclosed Interlocal Agreement between Kennard and the NRD would commit the District to provide a grant in the amount of \$250,000 for the proposed project.

Another provision of this agreement would commit Kennard to transfer title of the existing 18 acre treatment lagoon site to the NRD. Located on the banks of the Big Papillion Creek just south of Highway 30, the treatment lagoon site is within the lake, normal pool, of Dam Site 3C, see attached map. The District has performed an appraisal and the value of this property following remediation of the lagoon site is estimated at \$108,000.

In summary, the proposed agreement between Kennard and the NRD would offer a \$250,000 grant to the Village and would transfer title of the abandoned lagoon site to the NRD following the Village's completion of the new sewage system to Blair and proper decommissioning and demolition of the site.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an Interlocal Agreement with the Village of Kennard to provide a grant in the amount of \$250,000 to support the regionalization of their wastewater treatment system, subject to minor changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.**



Published Friday  
January 27, 2006

## Kennard to pump sewage to Blair plant

BY MARION RHODES

WORLD-HERALD STAFF WRITER

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BLAIR, Neb. - The City of Blair is ready to take a lot of sewage from nearby Kennard.

The Blair City Council has approved an agreement with Kennard, a Washington County village of almost 400 people, for treatment of the village's wastewater. Kennard will construct a lift station and pipeline, which will connect to Blair's sewer system south of the city.

The project, which is estimated to cost \$970,000, is expected to be completed in spring 2007.

The agreement will allow Kennard to close its 37-year-old wastewater treatment plant, which has had several water quality violations in the past and is operating under an expired permit.

Blair's wastewater plant has sufficient capacity to handle Kennard's sewage, said Al Schoemaker, Blair's public works director. The city will receive about \$16,000 in annual revenue from Kennard's user fees, he said.

The project will be financed through loans, grants and local funds.

Contact the Omaha World-Herald **newsroom**

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# Legend

- XSections
- FloodPlains
- Railroads
- Centerlines
- Hydro\_Lines
- Railroads
- road\_centerlines
- OwnerParcel
- County\_Boundary
- Jurisdictional\_2\_Mile
- Hydro\_Wetlands
- Urban\_Areas



**INTERLOCAL COOPERATION ACT AGREEMENT**  
**Between**  
**THE VILLAGE OF KENNARD, NEBRASKA**  
**And**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**For**  
**KENNARD WASTE WATER PROJECT**

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**THIS AGREEMENT** (hereinafter referred to as “**THIS AGREEMENT**”) is entered into by and between the **VILLAGE OF KENNARD, NEBRASKA** (hereinafter referred to as “the **VILLAGE**”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “the **NRD**”), and is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.)

**RECITALS:**

**WHEREAS**, the **VILLAGE** intends to establish and implement a project (hereinafter referred to as “the **PROJECT**”) to de-commission and demolish the **VILLAGE’S** present sewage treatment lagoon and to construct new facilities enabling the **VILLAGE** to pump its raw sanitary sewage to existing treatment facilities that are owned, operated and maintained by the City of Blair, Nebraska (hereinafter referred to as “**BLAIR**”); and,

**WHEREAS**, the **NRD** has authority under §2-3229, R.R.S., 1997, to “develop and execute, through the exercise of powers and authorities granted by



law, plans, facilities, works, and programs relating to \* \* \* solid waste disposal and sanitary drainage \* \* \*”; and,

**WHEREAS**, the estimated cost of the PROJECT is \$970,000 and the NRD desires to assist the VILLAGE in financing the PROJECT by contributing the sum of \$250,000 towards the cost of the PROJECT.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the mutual covenants of the parties hereinafter expressed, the parties agree as follows:

**1. PROJECT BENEFITS.** The parties do hereby find and determine that the PROJECT will be of general benefit to the VILLAGE and the NRD, with only an incidental special benefit.

**2. PROJECT PARTICIPANTS.** The PROJECT shall be undertaken by the VILLAGE, with NRD financing assistance as provided herein, without any separate entity being created, and the duties and responsibilities of the parties with respect to the PROJECT shall be as defined by THIS AGREEMENT.

**3. PROJECT FEASIBILITY.** The VILLAGE shall retain and compensate engineering consultants, planners and other consultants (hereinafter referred to collectively as “the **ENGINEERS**”) to determine the feasibility of constructing new facilities enabling the VILLAGE to pump its raw sanitary sewage to BLAIR’S treatment facilities; and, construction of those new facilities; and, to determine the feasibility of de-commissioning and demolition of the VILLAGE’S present sewage treatment lagoon on the site (hereinafter referred to as “the **TREATMENT LAGOON SITE**”), more particularly described in the legal description attached hereto as Exhibit “A” and incorporated herein by reference.

**4. PROJECT PLANS.** If the PROJECT is found to be feasible, plans and specifications for the PROJECT shall be drawn by the ENGINEERS in accordance with written criteria provided by the VILLAGE, and the preliminary

and final plans and specifications for the PROJECT shall be submitted to the NRD and subject to the written approval by the NRD, which approvals shall not be withheld or delayed unreasonably.

**5. RIGHTS-OF-WAY ACQUISITION.** Lands, easements and rights-of-way that the ENGINEERS or the VILLAGE determine are necessary for the PROJECT (hereinafter referred to as “the **PROJECT RIGHTS-OF-WAY**”) shall be obtained by the VILLAGE, without NRD cost or expense. The VILLAGE shall hold title to such PROJECT RIGHTS-OF-WAY.

**6. PERMITS.** All necessary local, state and federal permits that the ENGINEERS or the VILLAGE determine are necessary for construction, operation or maintenance of the PROJECT shall be obtained by the VILLAGE, without NRD cost or expense.

**7. UTILITY RELOCATIONS.** The VILLAGE shall perform the relocation of any utilities that are determined to interfere with the PROJECT, without NRD cost or expense.

**8. PROJECT CONSTRUCTIONS.** Following the ENGINEER’S preparation of preliminary and final plans and specifications for construction of the PROJECT; and approval of such plans and specifications by the NRD, such approval to not be withheld or delayed unreasonably, the VILLAGE shall solicit competitive sealed bids for construction of the PROJECT. Within a reasonable time after the VILLAGE’S receipt and opening of such bids, the VILLAGE shall deliver a summary thereof to the General Manager of the NRD, together with the identification by the VILLAGE of the bidder(s) that the VILLAGE determines is/are the lowest responsible bidder(s) for construction of the PROJECT. In the absence of good cause to the contrary being shown by the NRD, the VILLAGE shall accept the bid(s) of such bidder(s). The VILLAGE, through such contractor, shall construct the PROJECT and de-commission and demolish the VILLAGE’S present sewage treatment lagoon in accordance with the NRD-approved plans and specifications.

**9. OPERATION AND MAINTENANCE OF THE PROJECT.** After completion of construction of the PROJECT and VILLAGE acceptance of the same from the VILLAGE'S contractor(s), the VILLAGE, at its own cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the PROJECT, except for the abandoned TREATMENT LAGOON SITE after it is transferred to the NRD, in such manner and at such times as the VILLAGE in its discretion determines necessary and feasible, and in accordance with applicable and generally-accepted engineering practices.

**10. EROSION.** The VILLAGE, at its sole cost and expense, shall control erosion on sites and lands comprising PROJECT RIGHTS-OF-WAY until permanent vegetation is firmly established.

**11. NRD'S CONTRIBUTION.** As the NRD's sole contribution to the VILLAGE towards costs of construction of the PROJECT (hereinafter referred to as "the **NRD'S CONTRIBUTION**"), the NRD shall pay to the VILLAGE the following amounts, to-wit:

**a)** Fifty Thousand Dollars (\$50,000.00) 45 days after the VILLAGE shall have notified the NRD in writing that the VILLAGE has awarded a contract for construction of the PROJECT, as provided in THIS AGREEMENT;

**b)** Fifty Thousand Dollars (\$50,000.00) 45 days after the VILLAGE shall have submitted to the NRD a written certificate of the ENGINEERS that the PROJECT is at least Fifty percent (50%) completed;

**c)** Fifty Thousand Dollars (\$50,000.00) 45 days after the VILLAGE shall have submitted to the NRD a written certificate of the ENGINEERS that the PROJECT is substantially completed; and,

**d)** One Hundred Thousand Dollars (\$100,000) at the time of the VILLAGE'S conveyance of the TREATMENT LAGOON SITE to the NRD, as provided in THIS AGREEMENT.

The VILLAGE shall be solely responsible to pay all other costs of the PROJECT without NRD reimbursement.

**12. TREATMENT LAGOON SITE.** Within 45 days after the VILLAGE'S receipt of payment of installments comprising the first One Hundred Fifty Thousand Dollars (\$150,000) of the NRD'S CONTRIBUTION, the VILLAGE shall convey to the NRD, and the NRD hereby agrees to accept, title to the TREATMENT LAGOON SITE, upon the following terms and conditions:

**a)** Marketable fee simple title to the TREATMENT LAGOON SITE shall be conveyed by the VILLAGE to the NRD by full warranty deed, free and clear of all leases, mortgages, taxes and other liens and encumbrances, except easements and protective covenants now of record (all such excepted items hereinafter being referred to collectively as "the **PERMITTED EXCEPTIONS**").

**b)** Within thirty (30) days after the effective date of THIS AGREEMENT, the NRD shall deliver to the VILLAGE a commitment for a title insurance policy for the TREATMENT LAGOON SITE, the cost of such title insurance to be paid by the NRD. 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 SALE PROPERTY to be vested in the VILLAGE, subject only to the PERMITTED EXCEPTIONS. 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.

**c)** If the aforesaid commitment discloses any exceptions to title other than the PERMITTED EXCEPTIONS (hereinafter referred to as "the **NONPERMITTED EXCEPTIONS**"), the VILLAGE shall have thirty (30) days from and after the date of delivery of the commitment to the NRD to have the NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at the VILLAGE'S expense, to have the title

insurer commit to insure against loss or damage that may be occasioned by such NONPERMITTED EXCEPTIONS.

**d)** If the VILLAGE fails to have the NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the commitment for title insurance specified above as to such NONPERMITTED EXCEPTIONS within the specified time, the NRD may, at the NRD'S election, terminate THIS AGREEMENT or take the TREATMENT LAGOON SITE as title then is, in either case by giving the VILLAGE'S written notice of the NRD'S election. If the NRD fails to give notice of such election within ten days after the expiration of the aforesaid thirty (30) day period, then the NRD shall be deemed to have elected to take title to the TREATMENT LAGOON SITE as title then is. If the NRD shall give notice of the NRD'S election to terminate THIS AGREEMENT, as aforesaid, within the time provided, then THIS AGREEMENT shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

**e)** All surveys which the NRD may require in connection with conveyance of the TREATMENT LAGOON SITE shall be at the expense of the NRD.

**f)** Revenue Stamps. All documentary stamp taxes shall be paid by the NRD to the extent that conveyance of the TREATMENT LAGOON SITE is not exempt therefrom.

**13. PROJECT RISK OF LOSS.** The VILLAGE shall have and bear the sole risk of loss of or damage to the PROJECT and all PROJECT elements, whether such loss or damage results from flood or other casualty whatsoever.

**14. INDEMNIFICATION.** Except as otherwise specifically provided in THIS AGREEMENT, the VILLAGE shall defend and indemnify the NRD and hold and save the NRD harmless (1) from and against any and all costs of construction

of the PROJECT exceeding the NRD'S CONTRIBUTION; (2) from and against any and all claims, demands, causes of action, costs and expenses, including court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of the demolitions and decommissioning involved in the PROJECT, arising out of the design and construction of the PROJECT or elements thereof; arising out of the operation, maintenance, repair, replacement, management or regulation of the PROJECT or elements thereof; or caused by the negligence or other actions or inactions of the VILLAGE, its employees, officers, contractors and agents in the design of the PROJECT, acquisition of PROJECT RIGHTS-OF-WAY, or in the construction, operation, maintenance, repair, replacement, management or regulation of the PROJECT (except as may be caused solely by the negligence of the NRD or its employees, officers, contractors or agents); and, (3) 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 PROJECT RIGHTS-OF-WAY or the TREATMENT LAGOON SITE 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 PROJECT RIGHTS-OF-WAY or TREATMENT LAGOON SITE, including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination in or on the PROJECT RIGHTS-OF-WAY or TREATMENT LAGOON SITE (except costs and expenses relating to any such substances or materials introduced by the NRD or its employees, officers, contractors or agents).



**15. NRD APPROVALS.** Approvals by the NRD, and other NRD actions contemplated by THIS AGREEMENT, are authorized to be provided by the General Manager of the NRD.

**16. RECYCLED MATERIALS.** The VILLAGE shall utilize recycled or recyclable materials and products in the PROJECT whenever feasible and practical.

**17. RECORDATION.** THIS AGREEMENT may be recorded in whole or in part.

**18. ENTIRE AGREEMENT.** THIS AGREEMENT contains the entire agreement between the parties, and the PURCHASER agrees that neither the NRD, nor any of its officers, agents, or employees, have made any representation or promise with respect to the PROJECT, the TREATMENT LAGOON SITE or THIS AGREEMENT not expressly contained herein.

**19. TIME.** Time is of the essence of THIS AGREEMENT.

**20. DEFAULT.** If the VILLAGE shall default hereunder, the NRD shall be entitled to enforce specific performance of THIS AGREEMENT or may terminate THIS AGREEMENT.

**21. 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 as either 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.

**22. SURVIVAL OF CONDITIONS.** The terms and conditions of THIS AGREEMENT, and all representations, covenants, warranties, and agreements made herein, shall survive the conveyance of the TREATMENT LAGOON SITE, and shall not be deemed to have merged or terminated upon the conveyance of the TREATMENT LAGOON SITE

**23. 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.

**24. EFFECTIVE DATE.** THIS AGREEMENT shall be in force and effect from and after its execution by the parties hereto.

**25. TERM.** THIS AGREEMENT shall have permanent duration.

**26. NON-DISCRIMINATION.** The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

**27. APPLICABLE LAW.** Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of THIS AGREEMENT. Each party hereto shall, whenever applicable, require performance under the Fair Labor- Standards Act.

**28. SEVERABILITY.** In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable, and enforceable.

**29. CAPTIONS.** Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

**IN WITNESS WHEREOF,** the parties have executed THIS AGREEMENT on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly called meetings of their governing bodies.

The VILLAGE has executed THIS AGREEMENT on \_\_\_\_\_, 2006.

**THE VILLAGE OF KENNARD,  
NEBRASKA**

**Address:** \_\_\_\_\_

By \_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

The NRD has executed THIS AGREEMENT on \_\_\_\_\_, 2006.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

**Address:** 8901 South 154th Street, Omaha,  
NE 68138-3621

By \_\_\_\_\_  
**General Manager**

STATE OF NEBRASKA            )  
  ) SS.  
COUNTY OF WASHINGTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally came the above-named \_\_\_\_\_, Mayor of the VILLAGE OF KENNARD, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his/her voluntary act and deed as such officer and the voluntary act and deed of such village.

WITNESS my hand and Notarial Seal the date last aforesaid.

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Notary Public

## Memorandum

**To:** PPO Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** February 3, 2006  
**Re:** Interlocal Agreement with SID 521 and Amended Purchase Agreement with Dial Development Corporation for Dam Site 13

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Based on the Interlocal Agreement effective November 2004 between the NRD and Dial, a \$1,000,000 contribution from Dial or the SID was to be paid to the NRD on or before December 15, 2005. Due to delays in the construction of the dam, this transaction has not transpired. Furthermore, it was determined that the NRD did not have an actual agreement with SID 521 as the original agreement was executed prior to the SID being formed. Therefore, a new interlocal agreement with SID 521 has been prepared and is enclosed for your consideration.

This agreement provides for SID 521 to make a \$1,035,000 payment to the NRD upon substantial completion of the dam construction. In accordance with the NRD's original agreement with Dial, the additional \$35,000 was negotiated as interest on the \$1,000,000 at 9.25% (2% over prime).

Also, according to a purchase agreement between the NRD and Dial, Dial was to purchase approximately 4 acres of the Lyman Richey tract from the District following its closing with Lyman-Richey for a total price of \$604,000. However, only \$24,000 of this total was to be paid at closing and the remaining \$580,000 was secured in a Deed of Trust, payable within 5 years from closing. An addendum to this purchase agreement doesn't alter these costs but is needed to change the closing date from September 2005 to March 15, 2006. In addition, new provisions within the addendum commit the District and Dial to split the legal fees incurred by both parties as a result of the Japp v. NRD lawsuit, this would amount to an additional \$20,000 expense to the District.

In conclusion, a new Interlocal Agreement with SID 521 would secure the payment of the \$1,000,000 contribution originally agreed to in the NRD's agreement with Dial Development Corporation plus \$35,000 in interest; and an addendum to the existing purchase agreement with Dial would require closing on the 4 acre parcel on or before March 15, 2006 and commit the NRD to help offset a portion of the legal fees incurred by Dial.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the enclosed Interlocal Agreement with SID 521 to secure a \$1,035,000 contribution to the NRD and the enclosed First Addendum to Purchase Agreement with Dial Realty Corporation, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Council.

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AND  
SANITARY AND IMPROVEMENT DISTRICT NO. 521 OF  
DOUGLAS COUNTY, NEBRASKA  
FOR  
DAM SITE 13 DRAINAGE DISPOSAL SYSTEM**

**THIS AGREEMENT** is made and entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (herein referred to as “**the NRD**”) and SANITARY AND IMPROVEMENT DISTRICT NO. 521 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as “**the SID**”).

**PRELIMINARY STATEMENT**

**WHEREAS**, a tributary of the West Branch of the Papillion Creek flows through a certain tract of land in Douglas County, Nebraska (hereinafter referred to as “**the NRD PROJECT LAND**”) that the NRD purchased and owns at or near the formerly-planned location of a flood control dam and reservoir formerly known as Papio Dam Site 13, the legal description of the NRD PROJECT LAND being attached hereto as Exhibit “A” and incorporated herein by this reference; and

**WHEREAS**, Papio Dam Site 13 was a major component of the original Corps of Engineers’ Papillion Creek and Tributaries Lakes Project, and is an integral part of the planned flood control for the Papillion Creek Watershed and an integral part of the drainage disposal system<sup>1</sup> thereby provided; and,

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<sup>1</sup> “**DRAINAGE DISPOSAL SYSTEM**” – A system of reservoirs and dams for the disposal of ground water, surface water and sediment in order to provide public flood and sediment control and regulation in hydrologically-uncontrolled tributaries

**WHEREAS**, the SID abuts the NRD PROJECT LAND, as shown on the diagram attached hereto as Exhibit “B” and incorporated herein by this reference; and,

**WHEREAS**, the NRD is in the process of constructing a certain drainage disposal system (hereinafter referred to as “the **NRD PROJECT**”) on the NRD PROJECT LAND, the NRD PROJECT essentially substituting for the Corps of Engineers project formerly known as Papio Dam Site 13, and consisting of a flood control structure (hereinafter referred to as “the **DAM**”) with associated principal and emergency (auxiliary) spillways and outlet channel improvements, and also includes an impoundment of water (hereinafter referred to as “the **RESERVOIR**”) upstream of the DAM; and,

**WHEREAS**, it is in the best interests of and would be mutually advantageous to the NRD and the SID to have the drainage disposal system improvements described herein as the NRD PROJECT constructed; and,

**WHEREAS**, the SID is desirous of participating in the cost of construction of the portion of the NRD PROJECT which shall provide facilities and benefits to the parties hereto; and,

**WHEREAS**, pursuant to the Interlocal Cooperation Act, Section 13-801, et. seq., the NRD and the SID are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions, and

**NOW THEREFORE**, in consideration of the covenants herein set forth, NRD and the SID do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement, therefore, no separate budget is established for such an entity.

2. General Benefit. The NRD and the SID do hereby agree and affirm that the PROJECT will be of general benefit to the NRD and the SID with only an incidental special benefit.

3. Plans and Design. HDR Engineering, Inc., (hereafter "HDR"), has been retained to prepare plans and specifications for the construction of the NRD PROJECT. The final plans and specifications for the NRD PROJECT have been reviewed and approved by each of the parties hereto. The NRD, and not the SID, shall be exclusively responsible for providing for construction of the NRD PROJECT. The final cost of the NRD PROJECT is estimated to exceed Six Million Dollars (\$6,000,000.00).

4. Construction. The NRD, and not the SID, shall cause the NRD PROJECT to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Paragraph 2. During the course of construction of the NRD PROJECT either party may at any time cause inspection of the work to insure substantial compliance with the approved final plans and specifications. The parties hereto agree that the NRD and the Cities of Omaha and/or Elkhorn will operate and maintain respective portions of the NRD PROJECT upon its completion, in such manner and at such times as the NRD and the Cities of Omaha and/or Elkhorn respectively determine reasonable and necessary, at their respective sole cost and expense, and not at the expense of the SID.

5. Payment of Costs. The costs of construction of the NRD PROJECT shall be paid by the NRD, except that the SID shall contribute to the NRD the sum of One Million Thirty-Five Thousand Dollars (\$1,035,000.00) towards the cost of construction of the public benefit portions of the NRD PROJECT. Under



no circumstances shall the SID be required to pay any sum in excess of One Million Thirty-Five Thousand Dollars for construction, operation or maintenance of the NRD PROJECT. Upon substantial completion of the NRD PROJECT, the NRD shall submit an invoice in the amount of One Million Thirty-Five Thousand Dollars (hereafter “the NRD invoice”) to the SID together with an original signed certification from HDR, the NRD PROJECT engineers, that is signed by an engineer licensed in the State of Nebraska and employed by HDR, that certifies that the NRD PROJECT has been substantially completed in accordance with the final plans and specifications for the NRD PROJECT that have been approved by the NRD and the SID (hereafter “the HDR Certification”), which HDR Certification shall contain the language that is set forth on the Exhibit “C” that is attached hereto and incorporated herein by this reference. The SID shall issue warrants in the amount of the NRD invoice and deliver the same to the NRD within 60 days after the date that the SID attorney receives both the NRD invoice and the original signed HDR Certification. If the NRD does not substantially complete the NRD PROJECT, or if the NRD does not deliver to the SID attorney both the NRD invoice and the original signed HDR Certification, then the SID shall not be obligated to approve the payment of the NRD invoice through the issuance of warrants to the NRD.

6. Interest. The SID shall not be liable for payment of any interest on said One Million Thirty-Five Thousand Dollar contribution if such warrants for the payment of the NRD invoice are approved by the SID and delivered to the NRD as provided herein.

7. Records. The NRD shall maintain records of all costs incurred by the NRD in connection with the NRD PROJECT, and each party shall have the right to audit and review such records at any time to assure that such records are accurate.

8. Duration. This Agreement shall continue in force and effect until such time as the NRD PROJECT described in this Agreement has been completed and the contribution herein provided for has been paid, unless this Agreement is terminated sooner by the written agreement of all parties hereto.

9. Appointment of Administrators. The General Manager of the NRD shall administer this contract on behalf of the NRD and any other party to this Agreement.

10. Entire Agreement. This instrument contains the entire agreement between the parties and shall be binding upon the successors and assigns of the parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by the parties. Nebraska law shall govern this Agreement.

Executed by the NRD on this \_\_\_\_ day of \_\_\_\_\_, 2006.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By: \_\_\_\_\_  
General Manager

Executed by the SID on this \_\_\_\_ day of \_\_\_\_\_, 2006.

**SANITARY AND IMPROVEMENT  
DISTRICT NO 521 OF DOUGLAS COUNTY,  
NEBRASKA**

By: \_\_\_\_\_  
Chairman, Board of Trustees

Attest:

\_\_\_\_\_  
Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 2

Part of the South Half of the North Half of the Southeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of Lot 120, ELK RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 86°53'18" East (bearings referenced to the Nebraska State Plane System NAD88) for 625.82 feet along the north line of said South Half of the North Half of the Southeast Quarter of Section 18;

Thence South 34°18'19" West for 832.51 feet to the south line of said South Half of the North Half of the Southeast Quarter of Section 18;

Thence South 86°54'09" West for 469.99 feet along said south line to the southwest corner thereof and the southeast corner of Lot 12, ELKHORN RIDGE ESTATES, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 03°06'37" West for 241.06 feet along the east line of said Lot 12 to the northeast corner thereof and south right of way line of Elkhorn Ridge Drive;

Thence North 86°55'50" East for 35.00 feet along said south right of way line to the northwest corner of Lot 116, ELK RIDGE;

Thence South 03°06'37" East for 150.00 feet along west line of said Lot 116 to the southwest corner thereof;

Thence along the south and east lines of Lots 116 through 120, inclusive, ELK RIDGE for the following three (3) courses:

- 1) Thence North 86°55'50" East for 39.30 feet;
  - 2) Thence along a curve to the left (having a radius of 275.00 feet and a long chord bearing North 41°57'34" East for 388.71 feet) for an arc length of 431.69 feet;
  - 3) Thence North 03°00'42" West for 295.57 feet to the Point of Beginning.
- Contains 300,132 square feet or 6.890 acres.

#### PARCEL 3

Part of the South Half of the North Half of the Southeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of Lot 120, ELK RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 86°53'18" East (bearings referenced to the Nebraska State Plane System NAD88) for 625.82 feet along the north line of said South Half of the North Half of the Southeast Quarter of Section 18 to the TRUE POINT OF BEGINNING;

Thence North 86°53'18" East for 856.42 feet continuing along said north line;

Thence South 12°07'53" West for 102.37 feet;

Thence along a curve to the right (having a radius of 100.00 feet and a long chord bearing South 35°37'17" West for 79.72 feet) for an arc length of 82.00 feet;

Thence along a curve to the left (having a radius of 150.00 feet and a long chord bearing South 26°16'30" West for 162.67 feet) for an arc length of 171.93 feet;

Thence along a curve to the left (having a radius of 300.00 feet and a long chord bearing South 12°08'18" East for 58.31 feet) for an arc length of 58.40 feet;

Thence South 64°14'59" West for 279.84 feet;

Thence South 25°43'02" East for 209.57 feet to the south line of said South Half of the North Half of the Southeast Quarter of Section 18;

Thence South 86°54'09" West for 1037.07 feet along the said south line;

Thence North 34°18'19" East for 832.51 feet to the Point of Beginning.

Containing 601,119 square feet or 13.800 acres.

AND

Outlot 2 of Elk Ridge, being a platting of that part of the NE  $\frac{1}{4}$  and that part of the north  $\frac{1}{2}$  of the southeast  $\frac{1}{4}$ , all lying west of the jurisdiction line between the cities of Omaha and Elkhorn, NE in Section 18, Township 15 N, Range 11 E of the 6<sup>th</sup> P.M., Douglas County, NE

AND

Outlot 1 of Elk Ridge, being a platting of that part of the NE  $\frac{1}{4}$ , all lying east of the jurisdiction line between the cities of Omaha and Elkhorn, NE in Section 18, Township 15 N, Range 11 E of the 6<sup>th</sup> P.M., Douglas County, NE





[TO BE PRINTED ON HDR LETTERHEAD]

[Applicable Date]

Board of Trustees  
Sanitary and Improvement District No. 521 of Douglas County, NE  
c/o Daniel D. Walsh  
Walsh Law, PC  
13304 West Center Road, Suite 222  
Omaha, NE 68144-3456

RE: Interlocal Cooperation Agreement between NRD & SID 521 for  
Dam Site 13 Drainage Disposal System

Board Members,

This Certification hereby incorporates herein the Interlocal Cooperation Agreement between the Papio-Missouri River Natural Resources District ("the NRD") and Sanitary and Improvement District No. 521 of Douglas County, Nebraska ("the SID"), for Dam Site 13 Drainage Disposal System ("the Interlocal Agreement"), including but not limited to all of the terms and definitions contained in the Interlocal Agreement. HDR Engineering, Inc., by and through the undersigned engineer, who is licensed in the state of Nebraska and employed by HDR Engineering, Inc., hereby certifies that the NRD PROJECT has been substantially completed in accordance with the final plans and specifications that have been approved by the NRD and the SID.

HDR ENGINEERING, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Manager

EXHIBIT "C"

**FIRST ADDENDUM  
TO  
PURCHASE AGREEMENT**

**THIS FIRST ADDENDUM** (hereinafter referred to as "**THIS ADDENDUM**") is entered into by and between **DIAL REALTY DEVELOPMENT CORP.**, A Nebraska corporation (hereinafter referred to as "the **PURCHASER**"), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "the **NRD**") and is the first addendum to the "Purchase Agreement" entered into by and between such parties on March 23, 2005 (hereinafter referred to as "the **PURCHASE AGREEMENT**") concerning three tracts of land in Section 18, Township 15 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, such tracts of land being referred to and described as "Parcel 1," "Parcel 2" and "Parcel 3," respectively, in the one page certificate of survey by Lamp, Rynearson & Associates, Inc., dated November 24, 2004, a copy of which is attached to the PURCHASE AGREEMENT as Exhibit "A" and incorporated therein by reference, such tracts of land therein being referred to collectively as "the **LYMAN-RICHEY PROPERTY**".

For and in consideration of their mutual covenants hereinafter expressed, the parties agree as follows, to-wit:

A. The parties agree that paragraphs 3, 5 and 8 of the PURCHASE AGREEMENT should be, and are hereby, amended as follows, to-wit:

3. Payment.

\_\_\_\_\_ **a)** At the CLOSING the PURCHASER shall pay to the NRD the sum of **TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00)** and shall give a note to the NRD in the form (denominated as "DEED OF TRUST NOTE (Revised 2/3/2006)") as

attached hereto as **Exhibit "B"** and incorporated herein by reference, in the principal amount of **FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000.00)**, secured by a deed of trust of the SALE PROPERTY in the form as attached hereto as **Exhibit "C"** and incorporated herein by reference, both such note and deed of trust to be executed by the PURCHASER and delivered at the CLOSING; and,

b) A contribution by SID 521 of Douglas County, Nebraska, to the NRD of the sum of the of One Million Thirty-Five Thousand Dollars (\$1,035,000.00) towards the cost of construction of the public benefit portions of the NRD PROJECT shall terminate the responsibility of the PURCHASER to contribute to the NRD the sum of One Million Dollars (\$1,000,000.00) towards the cost of construction of the NRD PROJECT, or to pay interest thereon.

c) At the CLOSING the NRD shall pay to PURCHASER one-half of the PURCHASER'S outlays of \$53,018.98 for attorney's fees and costs for defending against the claims made in the case of Japp v. NRD (Case No. 1048-13 in the District Court of Douglas County, and Case No. A-05-000398 in the Nebraska Court of Appeals), and, the Purchaser shall pay to the NRD one-half of the NRD'S outlays of \$13,241.05 for attorney's fees and costs for defending against the claims made in such case. There shall be no further sharing of attorneys fees between the parties with respect to such case.

5. Title Insurance. Within ~~ten-(10)~~thirty (30) days after its occurrence, ~~the NRD shall give written notification to the PURCHASER of the NRD'S completion of the NRD'S purchase of the LYMAN RICHEY PROPERTY. Within thirty (30) days after the~~



~~effective date of such notice,~~the effective date of this ADDENDUM,  
the NRD shall deliver to the PURCHASER a commitment for a title insurance policy for the SALE PROPERTY, the cost of such title insurance to be shared equally between the PURCHASER and the NRD and subject to the following:

**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 SALE PROPERTY to be vested in the NRD, subject only to the PERMITTED EXCEPTIONS and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of the CLOSING. 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 NONPERMITTED EXCEPTIONS"), the NRD shall have thirty (30) days from and after the date of delivery of the commitment to the ~~NRD~~PURCHASER to have the NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at the NRD'S expense, to have the title insurer commit to insure against loss or damage that may be occasioned by such NONPERMITTED EXCEPTIONS, and in such event, the time of the CLOSING shall be the day following the date of such removal of exceptions or commitment to insure, or the date for the CLOSING as provided by THIS AGREEMENT, whichever is later in time.

**c)** If the NRD fails to have the NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the

commitment for title insurance specified above as to such NONPERMITTED EXCEPTIONS within the specified time, the PURCHASER may, at the PURCHASER'S election, terminate THIS AGREEMENT as to all of the SALE PROPERTY or take the SALE PROPERTY as title then is, in either case by giving the NRD written notice of PURCHASER'S election and, in the latter case, by tendering performance on the PURCHASER'S part. If the PURCHASER fails to give notice of such election within ten days after the expiration of the aforesaid thirty (30) day period, then the PURCHASER shall be deemed to have elected to take the SALE PROPERTY as title then is, and this transaction shall close in accordance with the preceding provisions hereof. If the PURCHASER shall give notice of the PURCHASER'S election to terminate THIS AGREEMENT, as aforesaid, within the time provided, then THIS AGREEMENT shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

8. The Closing. This transaction shall be closed upon a date and at a time to be designated in a written notice mailed by the NRD to the PURCHASER (hereinafter referred to as "the CLOSING"), and, except as otherwise specified in THIS AGREEMENT, the CLOSING shall occur on a date specified by the NRD in a notice delivered to the PURCHASER at least thirty (30) days in advance, which CLOSING shall not be earlier than ~~March 25, 2005 and not later than September 23, 2005~~ March 15, 2006. The CLOSING shall be held at the address of the NRD, set out below, or at such other place as may be agreed upon by the PURCHASER and the NRD.

B. The parties agree that, except as modified by THIS ADDENDUM, all provisions of THE AGREEMENT are ratified and confirmed.

C. The parties agree that THIS ADDENDUM shall be effective after its complete execution by both parties.

THIS ADDENDUM is executed by the PURCHASER on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

DIAL REALTY DEVELOPMENT CORP.

By \_\_\_\_\_  
President

Address: \_\_\_\_\_  
\_\_\_\_\_

THIS ADDENDUM is executed by the NRD on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT  
8901 South 154th Street, Omaha, NE 68138

By \_\_\_\_\_  
STEVEN G. OLTMANS  
General Manager

STATE OF NEBRASKA        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally came the above-named STEVEN G. OLTMANS, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his/her voluntary act and deed as such officer and the voluntary act and deed of such district.

WITNESS my hand and Notarial Seal the date last aforesaid.

---

Notary Public

**DEED OF TRUST NOTE (Revised 2/3/2006)**

\$580,000.00

\_\_\_\_\_, 20 \_\_\_\_  
Omaha, Nebraska

FOR VALUE RECEIVED, **DIAL REALTY DEVELOPMENT CORP.**, a Nebraska Corporation, promises to pay to the order of **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, at 8901 South 154<sup>th</sup> Street, Omaha, Nebraska 68138, or at such other place as the holder of this note may from time to time designate in writing, the principal sum of **FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000.00)**, plus interest from and after the date hereof at the rate of seven and one-half percent (7.50%) per annum computed on the last **ONE HUNDRED TWENTYEIGHTY THOUSAND DOLLARS (~~\$120,000.00~~)(\$180,000.00)** of such principal sum, all to be re-paid, as follows:

The entire principal sum of **FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000.00)**, together with accrued interest, shall become due and payable five (5) years after the date hereof.

~~Accrued interest at the rate of seven and one-half percent (7.50%) per annum computed on the last **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00)** of the principal sum of this note to be re-paid, shall be payable annually on each anniversary of the date of this note.~~

Prepayment of this note in whole or in part shall be allowed at any time without penalty or fee.

In the event of default in the payment of any installment of accrued interest herein provided for as the same becomes due, or in case of failure to perform any of the covenants or agreements contained in the Deed of Trust securing this note; then the holder hereof may without notice declare the whole amount of the unpaid principal balance, and any interest accrued thereon, at once due and payable. The entire unpaid principal balance of this note and accrued interest thereon shall bear interest after default at the rate of seven and one-half percent (7.50%) per annum.

The maker hereby waives presentment for payment, notice of nonpayment, protest and notice of protest. The maker further agrees to pay all costs and expenses, including reasonable attorney fees, which are incurred incident to the collection of this note in the event of default. This note is secured by a Deed of Trust covering certain real property more particularly described therein.

**DIAL REALTY DEVELOPMENT CORP.**

By \_\_\_\_\_  
President

**Distributed at 2/7/06 PPO Meeting**

**Paul F. Peters, P.C., L.L.O.**  
**Taylor, Peters & Drews**  
**Suite 940 Omaha Tower**  
**2120 South 72nd Street**  
**Omaha, NE 68124-2374**  
**(402) 391-3712 FAX (402) 391-3714**  
**E-mail: paul.peters@mindspring.com**

To: Steven G. Oltmans, General Manager  
Papio-Missouri River Natural Resources District

Copy: James D. Buser, Esq.

Date: February 6, 2006

Subject: Horgan transaction

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Attached is a revised purchase agreement for PPO Subcommittee consideration that I am forwarding to Horgan Development Company's attorney for his review and approval. It accounts for the changes in payment terms that you advised me of today. Also, both the appraisal and the legal description now are in hand so there is no longer a necessity to make them the subjects of contingency provisions, so I have removed those contingency provisions from the purchase agreement. By approving the revised purchase agreement the Board will be approving the transaction in its totality, including the appraisal and the legal description. Therefore, the Board does not need not make the appraisal and the legal description the subjects of separate decisions unless it desires to do so.

Here is a suggested resolution for approving the transaction in total:

BE IT RESOLVED that the Board of Directors of the Papio-Missouri River Natural Resources District does hereby approve the proposed agreement with Horgan Development Company for the purchase by the District of a parcel of land, legally described therein, comprising 62.099 acres in the NE  $\frac{1}{4}$  of Section 25, Township 16, Range 11 East of the 6<sup>th</sup> P.M, Douglas County Nebraska, for the approved appraised price of \$576,731.00, using general funds of the District; does hereby find that such purchase will be for the general benefit of the District with only an incidental special benefit, and will enhance the District's Wetland Mitigation Bank program; and, the Board of Directors does hereby authorize the General Manager of the District to execute such purchase agreement for and on behalf of the District, together with amendments and other documents, approved as to form by District legal counsel, as the General Manager determines necessary to effectuate the District's purchase of such parcel.



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made as of this \_\_\_\_ day of February, 2006, by and between **HORGAN DEVELOPMENT COMPANY**, a Nebraska corporation (hereinafter referred to as "Seller"), and **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "Purchaser").

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### Preliminary Statement

Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser certain real estate situated south and west of the intersection of 132<sup>nd</sup> and State Streets, in Douglas County, Nebraska, as more particularly described in this Purchase Agreement. This Purchase Agreement is being made and entered into for purposes of memorializing the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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Deleted: (the "Assumed Acreage")

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Deleted: situated south and west of the intersection of 132<sup>nd</sup> and State Streets and

Deleted: The exact legal description of the Property will be more particularly determined by survey and revised site plan prepared in accordance with Section 10 of this Purchase Agreement and approved in writing by Seller and Purchaser as hereinafter provided. The survey and revised site plan shall determine and indicate the total acreage of the Property and also shall determine and indicate the acreage of the Property exclusive of existing road/street right-of-way and road easements ("the Purchase Acreage").

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Deleted: computed by multiplying the Purchase Acreage by a per-acre price of Ten Thousand and no/100 Dollars (\$10,000.00), the Purchase Acreage being dependent upon adjustments determined and approved as provided in Sections 1 and 10 of this Purchase Agreement. Thus, for example, if the Purchase Acreage, as finally determined, is determined to be equal to the Assumed Acreage of 62.432 acres, then the Purchase Price shall be Six Hundred Twenty-four Thousand Three Hundred Twenty and 00/100 Dollars (\$624,320.00)

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1. **Legal Description.** Subject to the terms, conditions, representations and warranties set forth herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, approximately 62.099 acres of real property in the NE 1/4 of Section 25, Township 16, Range 11 East of the 6<sup>th</sup> P.M., Douglas County Nebraska, (the "Property"), the Property being depicted on the diagram attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"), and legally described in the legal description attached hereto as Exhibit "B" and incorporated herein by reference. Seller discloses that it is the contract purchaser of the Property and real estate adjacent thereto (the "Entire Parcel") under the terms of a Purchase Agreement with the current owner of the Entire Parcel (the "Seller Purchase Agreement"), a true and correct copy of the Seller Purchase Agreement being attached hereto as Exhibit "C" and incorporated herein by reference.

2. **Purchase Price.** Purchaser, in consideration of the mutual covenants and agreements contained herein, agrees to pay to Seller for the Property a purchase price ("the Purchase Price") in the amount of Five Hundred Seventy-Six Thousand Seven Hundred Thirty-One Dollars (\$576,731.00). The Purchase Price shall be paid by Purchaser to Seller as follows:

a. One Thousand Dollars (\$1,000.00) as earnest money ("Earnest Money") shall be deposited by Purchaser into an interest bearing trust account of Spence Title Services ("Escrow Agent") within three (3) business days following acceptance of this Purchase Agreement by Seller, which shall be non-refundable in the absence of a default in this Purchase Agreement by Seller.

b. The balance of the Purchase Price shall be payable by the Purchaser to the Seller as follows:



i. One Hundred Seventy-Five Thousand Seven Hundred Thirty-One Dollars (\$175,731.00) shall be paid in cash or other immediately available funds to Seller at the closing of this transaction ("the Closing").

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ii. The balance of the Purchase Price, to-wit, the sum of Four Hundred Thousand Dollars (\$400,000.00), shall be paid in cash or other immediately available funds to Seller on or before July 30, 2006, without interest until delinquent, but with interest at the rate of seven and one-half percent (7.50%) per annum after delinquency and until payment, such obligation to be evidenced by Purchaser's promissory note in the form as attached hereto as Exhibit "D" and incorporated herein by reference, given at Closing.

Deleted: \$200,000 shall be paid in cash or other immediately available funds to Seller on or before July 1, 2007, without interest until delinquent, but with interest at the rate of seven and one-half percent (7.50%) per annum after delinquency and until payment, such obligation to be evidenced by Purchaser's promissory note in the form as attached hereto as Exhibit "C" and incorporated herein by reference, given at Closing.<sup>¶</sup>  
iii.

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3. **Closing.** The Closing shall occur on June 30, 2006, or on such other date as may be agreed upon in writing by Purchaser and Seller.

4. **Warranty Deed.** At Closing, the Seller shall execute and deliver to Purchaser, or its successors, assigns or nominees, a full warranty deed conveying insurable, marketable fee-simple title to the Property, free and clear of all liens, encumbrances, limitations, covenants, reservations, conditions, restrictions and easements, except for 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 Property and in any streets and alleys which are adjacent to the Property.

5. **Title Policy.**

a. **The Commitment.** Within thirty (30) days after execution of this Purchase Agreement, Seller shall deliver to Purchaser a commitment (herein the "Commitment") from Spence Title Services, Inc. for issuance of a Seller's (ALTA Form B) policy of title insurance to be issued at Closing by Spence Title Services, Inc. or another title insurance company acceptable to Purchaser. The Commitment shall be irrevocable for a period of six (6) months, and shall commit the insurer to insure the title to the 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. The Commitment shall exclude all standard exceptions to coverage shown on Schedule B, and shall include an extended coverage endorsement acceptable to Purchaser, the cost of which extended coverage endorsement, if any, shall be borne by Purchaser.

b. **Purchaser's Objections to Title.** Within thirty (30) days after both delivery of the Commitment and Purchaser's receipt and approval of the survey and revised site plan contemplated by Section 10 have occurred, the Purchaser may notify Seller of any conditions disclosed in the Commitment which are objectionable to Purchaser. Following such notice, the Seller shall

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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 sixty (60) days from the date of Purchaser's delivery of written objections to Seller, Purchaser shall have the right to terminate this Purchase Agreement.

c. **New Liens or Conditions.** So long as this Purchase Agreement is in effect, the Seller shall not transfer, convey or otherwise dispose of any right, title or interest in the 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 Property, other than the lien for current real estate taxes which are due but not yet delinquent.

6. **Right of Entry.** Subject to any limitations under the Seller Purchase Agreement, Purchaser, and its duly authorized agents, shall have the right prior to Closing, to enter into and upon the 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 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.

7. **Risk of Loss.** All risk of loss in the Property in this transaction shall remain with Seller until the Closing has occurred and possession of the Property has been delivered to Purchaser.

8. **Leases and Other Interests.** Seller's obligation to sell the Property and Purchaser's obligation to purchase the Property shall be contingent upon Seller's acquisition of the Property under the terms of the Seller Purchase Agreement. At the Closing, no portion of the Property will be subject to any purchase agreement or right of first refusal and no portion of the Property will be subject to any lease or other undisclosed and unrecorded interest, right or restriction. Seller certifies that there will have been no labor performed and no materials furnished to the Property by any person or entity who have not been paid in full, for at least one hundred twenty (120) days prior to the Closing. Seller hereby indemnifies and agrees to hold Purchaser harmless from any such claims.

**Hazardous Materials.** Seller represents and warrants that Seller has not used, generated, stored or disposed of, above, in, on, under or around the Property any "hazardous materials", as hereinafter defined, and except for the "Disclosed Condition", as hereinafter defined, Seller has no actual personal knowledge that there are any hazardous materials above, in, on, under, or around the 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

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quantities which do 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 Property now or at any time prior to Closing. Seller discloses that it has secured a Phase II Environmental Site Assessment from Theile Geotech, Inc., dated July 14, 2005 for the Entire Parcel (the "ESA"). The ESA reports certain environmental conditions that may impact the Property (the "Disclosed Conditions"). Seller and Purchaser agree that Seller's purchase of the Entire Parcel and Purchaser's acquisition of the Property from Seller shall be contingent upon their satisfaction, in each of their sole discretion, as to the Disclosed Conditions and their impact upon the Entire Parcel and the Property, respectively. Seller agrees to indemnify, and hold the 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 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 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 Property (except costs and expenses relating to any such substances or materials that do not exist either on or off the Property as of the Closing or that are introduced by the NRD or its employees, officers, contractors or agents).

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Deleted: , and the parties hereto agree that except as expressly provided in this Section 9, Seller makes no representation, or warranty with respect to the environmental condition of the Property

10. **Survey.** 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 Property. Seller shall also provide to Purchaser all soil tests, engineering reports, wetland studies, or other similar drawings and technical information relating to the Property that Seller may have in its possession at no additional cost to Purchaser.

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Deleted: Not later than sixty (60) days following execution of this Purchase Agreement, Seller shall have its engineers and Nebraska-licensed surveyors prepare a certified land survey and revised site plan for the Property. The certified land survey and revised site plan shall reflect the true legal description of the Property and the true Purchase Acreage of the Property, which shall be the acreage of that portion of the Property exclusive of existing road/street right-of-way and road easements and shall be subject to approval by Seller and by Purchaser's Board of Directors. In the event the approved survey and revised site plan indicate that the Purchase Acreage varies from the Assumed Acreage, then an adjustment to the Purchase Price, either upward or downward, as the case may be, shall be made at the rate of Ten Thousand and 00/100 Dollars (\$10,000.00) per surveyed acre.

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

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

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.

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12. **Seller Condition Precedent.** Seller's obligation to convey the Property to Purchaser hereunder shall be conditioned upon Seller's closing on the purchase of the Entire Parcel under the Seller Purchase Agreement prior to the Closing.

**Deleted:** <#>**Satisfactory Appraisal.** This Purchase Agreement is contingent upon the Purchaser securing an appraisal from Rick See of Mitchell & Associates, on or before March 1, 2006, determining an average value of the Purchase Acreage of the Property of at least Ten Thousand Dollars (\$10,000) per acre. This condition shall be deemed satisfied in the event of receipt and approval by Purchaser's Board of Directors of such an appraisal.¶

13. **Closing Costs and Apportionments.**

a. **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 Property does not contain all of the property included in the tax parcel, Seller and Purchaser shall agree on an equitable allocation of the valuation attributable to the Property and the portion of the tax parcel that is not purchased by Purchaser. Seller shall pay all non-exempt greenbelt taxes.

b. **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, including agricultural deferrals, which affect the 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.

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

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

e. **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 the Closing company or agent.

f. **Survey.** Purchaser and Seller shall each pay one-half of the cost of the survey and revised site plan required by Section 10 of this Purchase Agreement.

g. **Arterial Street Improvement Program.** Purchaser shall be responsible for all Arterial Street Improvement fees that may be charged by the City of Omaha in the future.

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14. **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 Property, and to verify to Seller's satisfaction the conditions of this Purchase Agreement, including, but not limited to:

- a. Affidavit of possession;
- b. Construction lien and special assessment affidavit and indemnity; and
- c. Full warranty deed.

15. **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, and shall be effective on the date of such deposit or the date of delivery, as the case may be:

TO SELLER: c/o Mr. Robert P. Horgan  
Horgan Development Company  
13215 Birch Street, Suite 103  
Omaha, NE 68154

COPY TO: James D. Buser  
Pansing Hogan Ernst & Bachman LLP  
10250 Regency Circle Suite 300  
Omaha, NE 68114

TO PURCHASER: Papio-Missouri Natural Resources District  
c/o Steven G. Oltmans, General Manager  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138

COPY TO: Mr. Paul Peters  
Taylor Peters & Drews  
2120 S. 72<sup>nd</sup> Street #640  
Omaha, NE 68124

16. **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.

17. **Broker.** Seller and Purchaser each represent to the other that they have not engaged a real estate agent or broker in this transaction. Seller discloses that Robert P. Horgan, a principal of Seller, is a licensed real estate broker in the State of Nebraska acting in his 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.

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18. **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 and the earnest money payment made by Purchaser to Seller, including accrued interest thereon, shall be deemed to be liquidated damages and shall be retained by Seller. If Seller defaults in the performance of any of their 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 for such cure, the Agreement shall stand canceled and terminated at the expiration of the thirty (30) day period. Thereafter, all earnest money and interest shall be immediately refunded to Purchaser. In addition to the above remedies, both parties shall also be entitled to any and all other remedies available at law or in equity.

19. **Offer and Acceptance.** If this offer is not accepted by Seller on or before the \_\_\_\_\_ day of February, 2006, at 5:00 p.m., it shall become void, and all payments shall be repaid to Purchaser. Purchaser shall, however, have the right to withdraw the offer at any time prior to acceptance thereof by Seller.

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20. **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.

Deleted: , provided, however, Purchaser shall have the right to assign this Purchase Agreement to another entity in which it has a controlling equity interest

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

22. **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 for the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

23. **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.

24. **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.

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25. **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 if granted or endorsed in writing by the appointed or acting General Manager or Assistant General Manager of the Purchaser.

26. **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.

27. **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.

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

SELLER:

**HORGAN DEVELOPMENT COMPANY, a**  
Nebraska corporation

By \_\_\_\_\_  
Robert P. Horgan, President

PURCHASER:

**PAPIO-MISSOURI RIVER NATURAL**  
**RESOURCES DISTRICT**

By \_\_\_\_\_  
Steven G. Oltmans, General Manager

STATE OF NEBRASKA       )  
                                      ) ss.

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COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2006, by Robert P. Horgan, as President of HORGAN DEVELOPMENT COMPANY, a Nebraska corporation, for and on behalf of the corporation.

Deleted: \_\_\_\_\_  
\_\_\_\_,

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2006, by Steven G. Oltmans, General Manager of Papio-Missouri River Natural Resources District, for and on behalf of the district.

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\_\_\_\_,

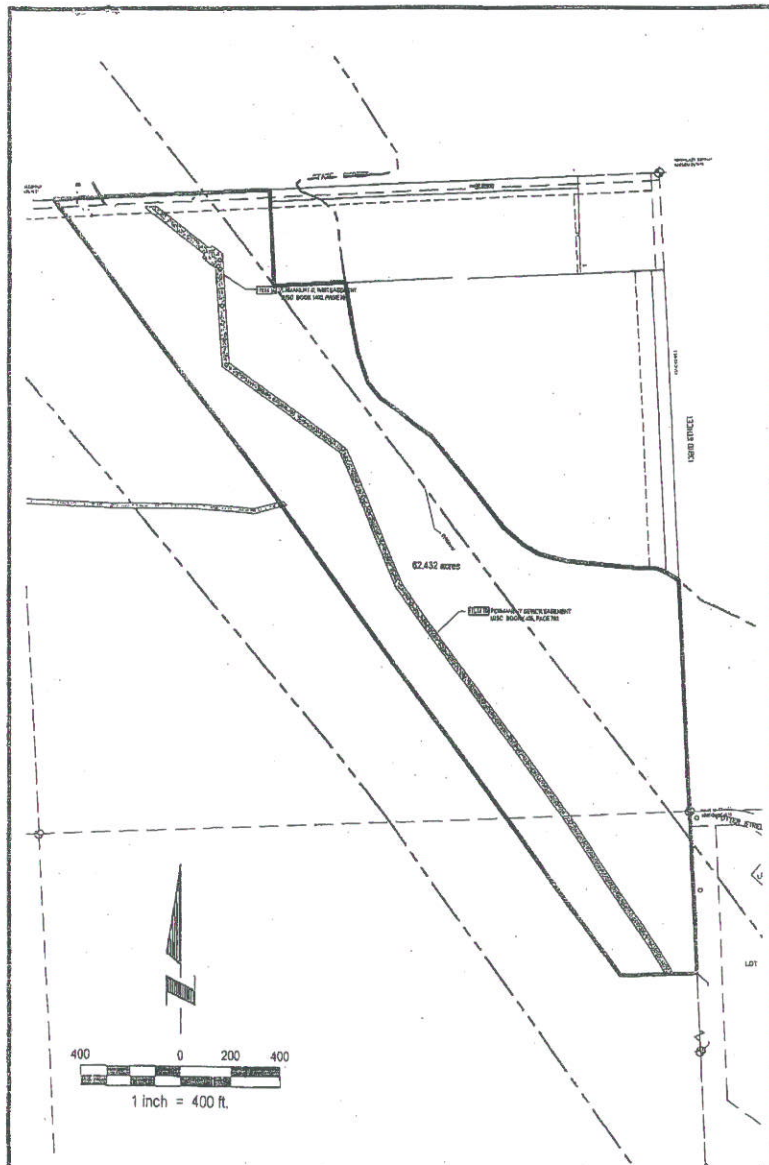
\_\_\_\_\_  
Notary Public


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 <b>E&amp;A CONSULTING GROUP, INC.</b> ENGINEERS • PLANNERS • SURVEYORS <small>3301 S. 132ND ST. OMAHA, NE 68137 PHONE: 402-551-0500</small>		<b>SALE PARCEL EXHIBIT</b> <b>132ND AND STATE STREETS</b> <b>OMAHA, NEBRASKA</b>	
Drawn by: LDD	Chkd by: _____	Chkd by: _____	Date: 12/02/2005
Job No.: 2005178.01			



**EXHIBIT "D"**

**NOTE**

\$400,000.00

\_\_\_\_\_, 2006  
Omaha, Nebraska

The undersigned PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Maker") promises to pay to HORGAN DEVELOPMENT COMPANY, a Nebraska corporation ("Holder"), with payments to be made at 13215 Birch Street, Suite 103, in Omaha, Nebraska, or at any other place designated by Holder, the principal sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), without interest accruing on the unpaid principal balance prior to the "Maturity Date", as hereinafter defined, payable as follows:

One (1) installment of the entire principal balance shall be paid on the 30<sup>th</sup> day of July, 2006 (the "Maturity Date"). All payments made hereunder shall be applied first to accrued interest, if any, and the balance of such installment, after the payment of such interest, shall be applied to the unpaid principal balance.

If the entire principal payment is not paid on the Maturity date, when due, then unpaid principal, together with the costs and charges for the collection, defense or enforcement thereof, including attorneys' fees to the extent allowable by Nebraska law, shall draw interest at the rate of seven and one-half percent (7 1/2%) per annum until paid.

This Note is executed and delivered by the Maker in exchange for an actual loan of the principal amount shown above.

The Maker shall be entitled to prepay any part or all of the unpaid principal balance of this Note without prepayment charge.

The undersigned hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Note.

The Maker to this Note agrees that in the event this Note is referred to an attorney for collection or to defend or enforce any of the Holder's rights hereunder or under any instrument securing this Note, the Maker will indemnify and hold harmless the Holder and its successors and assigns from and against any and all its reasonable attorney's fees, and all court costs and other expenses incurred in connection with or as a result of such collection, defense or enforcement.

No delay or omission on the part of the Holder in exercising any remedy, right or option hereunder shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

**Deleted: EXHIBIT "C"**

**NOTE**

\$200,000.00, 2006

Omaha, Nebraska

The undersigned PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Maker") promises to pay to HORGAN DEVELOPMENT COMPANY, a Nebraska corporation ("Holder"), with payments to be made at 13215 Birch Street, Suite 103, in Omaha, Nebraska, or at any other place designated by Holder, the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), without interest accruing on the unpaid principal balance prior to the "Maturity Date", as hereinafter defined, payable as follows:

One (1) installment of the entire principal balance shall be paid on the 30<sup>th</sup> day of June, 2007 (the "Maturity Date"). All payments made hereunder shall be applied first to accrued interest, if any, and the balance of such installment, after the payment of such interest, shall be applied to the unpaid principal balance.

If the entire principal payment is not paid on the Maturity Date, when due, then unpaid principal, together with the costs and charges for the collection, defense or enforcement thereof, including attorneys' fees to the extent allowable by Nebraska law, shall draw interest at the rate of seven and one-half percent (7 1/2%) per annum until paid.

This Note is executed and delivered by the Maker in exchange for an actual loan of the principal amount shown above.

The Maker shall be entitled to prepay any part or all of the unpaid principal balance of this Note without prepayment charge.

The undersigned hereby waives presentment, demand for payment ... [1]

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**Deleted:** June, 2008

The laws of the State of Nebraska shall govern, control, and bind in all matters arising under the transaction of which this Note is a part and all agreements entered into thereunder, except only to such extent as the local law of the place where the land security is located must govern the validity, enforceability and any foreclosure proceedings of the security interest in such land. All payments hereunder shall be payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT**

By: \_\_\_\_\_  
STEVEN G. OLTMANS  
General Manager



**EXHIBIT "C"****NOTE**

\$200,000.00  
2006

\_\_\_\_\_,  
Omaha, Nebraska

The undersigned PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Maker") promises to pay to HORGAN DEVELOPMENT COMPANY, a Nebraska corporation ("Holder"), with payments to be made at 13215 Birch Street, Suite 103, in Omaha, Nebraska, or at any other place designated by Holder, the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), without interest accruing on the unpaid principal balance prior to the "Maturity Date", as hereinafter defined, payable as follows:

One (1) installment of the entire principal balance shall be paid on the 30<sup>th</sup> day of June, 2007 (the "Maturity Date"). All payments made hereunder shall be applied first to accrued interest, if any, and the balance of such installment, after the payment of such interest, shall be applied to the unpaid principal balance.

If the entire principal payment is not paid on the Maturity Date, when due, then unpaid principal, together with the costs and charges for the collection, defense or enforcement thereof, including attorneys' fees to the extent allowable by Nebraska law, shall draw interest at the rate of seven and one-half percent (7 1/2%) per annum until paid.

This Note is executed and delivered by the Maker in exchange for an actual loan of the principal amount shown above.

The Maker shall be entitled to prepay any part or all of the unpaid principal balance of this Note without prepayment charge.

The undersigned hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Note.

The Maker to this Note agrees that in the event this Note is referred to an attorney for collection or to defend or enforce any of the Holder's rights hereunder or under any instrument securing this Note, the Maker will indemnify and hold harmless the Holder and its successors and assigns from and against any and all its reasonable attorney's fees, and all court costs and other expenses incurred in connection with or as a result of such collection, defense or enforcement.

No delay or omission on the part of the Holder in exercising any remedy, right or option hereunder shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

The laws of the State of Nebraska shall govern, control, and bind in all matters arising under the transaction of which this Note is a part and all agreements entered into thereunder, except only to such extent as the local law of the place where the land security is located must govern the validity, enforceability and any foreclosure proceedings of the security interest in such land. All payments hereunder shall be payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By:

---

STEVEN G. OLTMANS  
General Manager

---

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# Memorandum

**To:** PPO Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** February 2, 2006  
**Re:** Land Acquisition for Enhancement of the District's Wetland Mitigation Bank

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Last month, the Board approved a purchase agreement with Horgan Development Company to acquire property southeast of 132<sup>nd</sup> and State Street in Douglas County, NE subject to the following conditions:

- Final Board approval of the legal description as prepared by a licensed surveyor
- Final Board approval of an independent appraisal
- The addition of a hazardous materials indemnification provision to the agreement

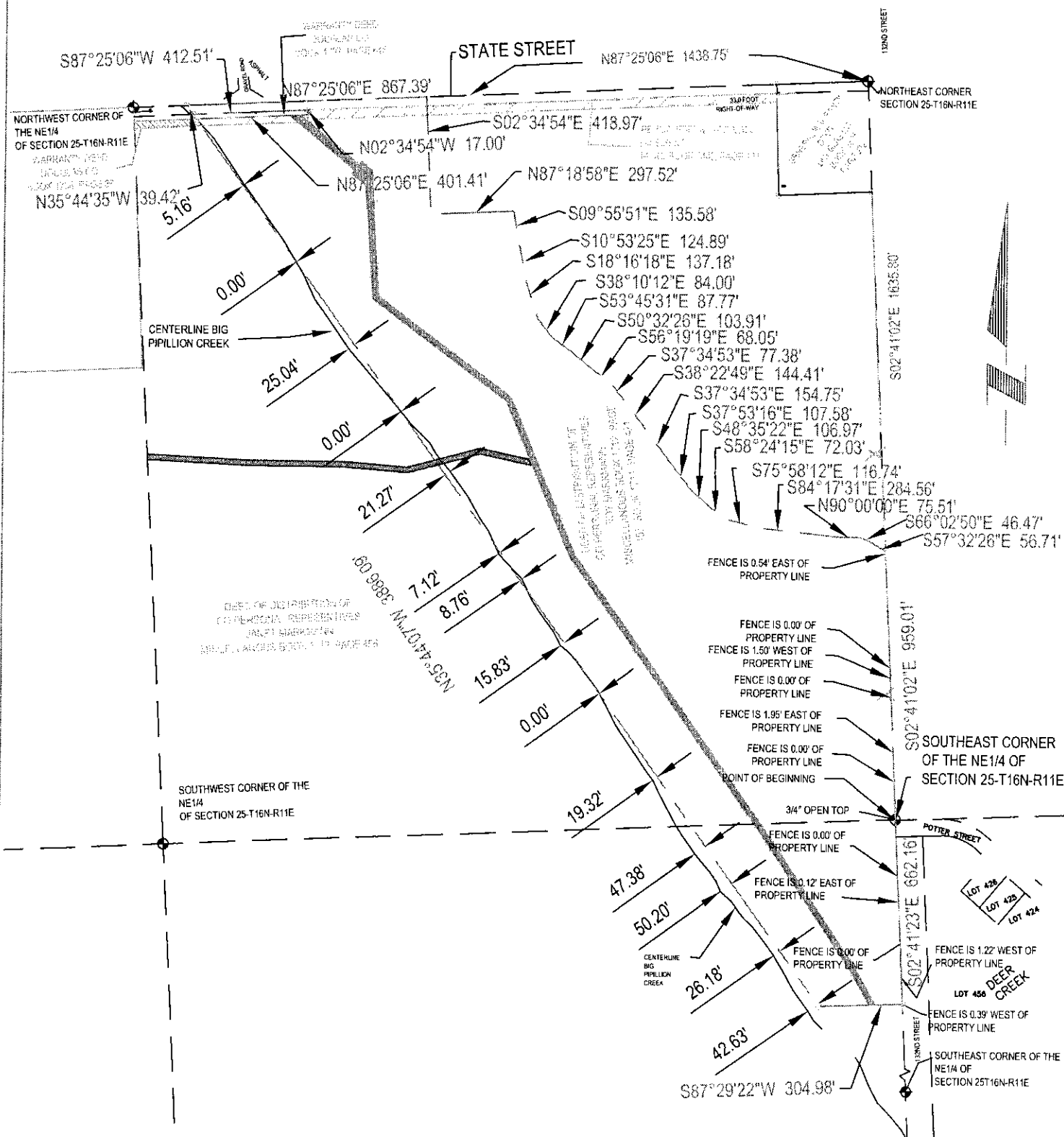
A final legal description has been prepared by E&A Consulting Group for the subject property and includes a total of 62.099 acres. This drawing and legal description are attached for your consideration.

Similarly, an independent appraisal has been prepared by Richard See of Mitchell & Associates for the referenced property and is included for your information. The final appraised value for the property is \$9,287 per acre. Therefore, it is staff's recommendation to adjust the \$10,000 per acre value stated in the purchase agreement to \$9,287 per acre, yielding a total purchase price of \$576,731.

Following revisions made to the Purchase Agreement by District Legal counsel as directed by the Board, a revised agreement was forwarded to Horgan's legal counsel for review. Please find enclosed a memo from Mr. James Buser regarding his suggested modifications to the agreement and hazardous materials indemnity clause. A redline version of the revised purchase agreement, including changes to the purchase price based on the legal description and appraisal, is enclosed for your consideration. In addition, please note the summary from Mr. Hanson with the Douglas County Environmental Services regarding the landfill history and subsequent water quality.

In conclusion, District staff and legal counsel are recommending that the Board reconsider and approve the enclosed legal description, appraisal report, and revised Purchase Agreement.

Management recommends that the subcommittee recommend to the Board that the legal description prepared by E&A Consulting Group and appraisal prepared by Mitchell & Associates for the referenced property be approved and that the General Manager be authorized to execute the revised Purchase Agreement with Horgan Development Company to purchase 62.099 acres for \$576,731 for enhancement of the District's Wetland Mitigation Bank, subject to minor changes deemed necessary by the General Manager and approved as to form by District legal counsel.



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION



**E&A CONSULTING GROUP, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 12001 Q STREET, OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: KAG	Chkd by:	Chkd by:
Job No. 2005178.01	Date: 02/01/2006	Sheet 1 of 2

PART OF THE EAST 1/2 OF  
 SECTION 25, T16N, R11E OF THE 6TH P.M.,  
 DOUGLAS COUNTY, NEBRASKA

## LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NE 1/4 OF SECTION 25; AND ALSO TOGETHER WITH A TRACT OF LAND LOCATED IN PART OF THE SE 1/4 OF SAID SECTION 25; ALL LOCATED IN TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/4 OF SAID NE 1/4 OF SECTION 25, SAID POINT ALSO BEING THE NE 1/4 OF SAID SE 1/4 OF SECTION 25 SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF POTTER STREET AND THE WEST RIGHT-OF-WAY LINE OF 132ND STREET; THENCE S02°41'23"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SE 1/4 OF SECTION 25, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 132ND STREET, A DISTANCE OF 662.16 FEET; THENCE S87°29'22"W, A DISTANCE OF 304.98 FEET TO A POINT ON THE CENTERLINE OF THE BIG PAPILLION CREEK; THENCE N35°44'07"W ALONG SAID CENTER LINE OF THE BIG PAPILLION CREEK, A DISTANCE OF 3,886.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE N87°25'06"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 401.41 FEET; THENCE N02°34'54"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 17.00 FEET; THENCE S87°25'06"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 412.51 FEET TO A POINT ON SAID CENTERLINE OF THE BIG PAPILLION CREEK; THENCE N35°44'35"W, A DISTANCE OF 39.42 FEET TO A POINT ON THE NORTH LINE OF SAID NE 1/4 OF SECTION 25, THENCE N87°25'06"E ALONG SAID NORTH LINE OF THE NE 1/4 OF SECTION 25, A DISTANCE OF 887.39 FEET; THENCE S02°34'54"E, A DISTANCE OF 418.97 FEET; THENCE N87°18'58"E, A DISTANCE OF 297.52 FEET; THENCE S09°55'51"E, A DISTANCE OF 135.58 FEET; THENCE S10°53'25"E, A DISTANCE OF 124.89 FEET; THENCE S18°16'18"E, A DISTANCE OF 137.18 FEET; THENCE S38°10'12"E, A DISTANCE OF 84.00 FEET; THENCE S53°45'31"E, A DISTANCE OF 87.77 FEET; THENCE S50°32'66"E, A DISTANCE OF 103.91 FEET; THENCE S56°19'19"E, A DISTANCE OF 68.05 FEET; THENCE S37°34'53"E, A DISTANCE OF 77.38 FEET; THENCE S38°22'49"E, A DISTANCE OF 144.41 FEET THENCE S37°34'53"E, A DISTANCE OF 154.75; THENCE S37°53'16"E, A DISTANCE OF 107.58, THENCE S48°35'22"E, A DISTANCE OF 106.97; THENCE S58°24'15"E, A DISTANCE OF 72.03; THENCE S75°58'12"E, A DISTANCE OF 116.74; THENCE S84°17'31"E, A DISTANCE OF 284.58; THENCE N90°00'00"E, A DISTANCE OF 75.51; THENCE S66°02'50"E, A DISTANCE OF 46.47; THENCE S57°32'26"E, A DISTANCE OF 56.71 TO A POINT ON SAID EAST LINE OF THE NE 1/4 OF SECTION 25; THENCE S02°41'02"E ALONG SAID EAST LINE OF THE NE 1/4 OF SECTION 25, A DISTANCE OF 959.01 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINS AN AREA OF 2,705,025 SQUARE FEET, OR 62.099 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4700

Drawn by: KAG Chkd by: \_\_\_\_\_ Crkd by: \_\_\_\_\_

Job No.: 2005178.01 Date: 02/01/2006 Sheet: 2 of 2

PART OF THE EAST 1/2 OF  
SECTION 25, T16N, R11E OF THE 6TH P.M.,  
DOUGLAS COUNTY, NEBRASKA



## MITCHELL & ASSOCIATES, INC.

ROBERT F. MITCHELL, SR. 1993-1993

ROBERT F. MITCHELL, JR., SRPA

R. GREGG MITCHELL, SRA

RICHARD K. SEE

D. RICK WHITESIDES, MAI, SRA

W. BRUCE WILKE

BETH A. ANDERSEN

RICHARD C. WITTMANN

KEVIN P. HERMSEN

DAVID C. WELLSANDT

BRIAN D. WILSON

TINA M. GOTTO

JOEL W. PERRY

February 2, 2006

Steve Oltmans, General Manager  
Papio-Missouri Natural Resources Dist.  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138

RE: File #00060023—Supplement to the Appraisal  
Parcel of Land in Flood Plain/Flood Way  
S & W of 132<sup>nd</sup> & State Streets  
Omaha, Nebraska

Dear Mr. Oltmans:

This is in response to your request via Marlin Petermann for a revised estimate of the prospective price per acre as of June 30, 2008, based upon a revised, proposed purchase agreement that was prepared subsequent to my start of the original appraisal dated January 1, 2006, as well as a revision of the size of the referred parcel to a total 62.099 acres, per the survey of February 1, 2006.

The original report and this supplement are intended to be a complete appraisal in a summary format, which are in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Appraisal Institute in accordance with Title XI of FIRREA. They were not based upon a requested minimum nor maximum value, specific valuation or the approval of a loan and are not limited. They are also in conformity with the laws and Minimum Standards of the State of Nebraska where I am licensed.

Based upon the complete appraisal, I had estimated the individual Market Value of the respective parcels, as of January 16, 2006, at:

\$17,000/acre for the whole 100± acre tract

\$25,000/acre for the flood plain x 17.747± acres (revised)= \$443,675

\$3,000/acre for the flood way x 44.352± acres = \$133,056

Total 62.099± acres (revised) \$576,731 (Revised avg. \$9,287/acre)

The revised holding or financing costs to be paid by the seller (Horgan Development) are estimated as follows and are added to show a prospective and effective value, as of the loan pay off date, June 30, 2008.



					(Brought forward)	\$9,287.00/acre
Interest on	7.5% annual on	x	(12 mos. From June 30,			
land loan	\$395,670		2006 to June 30, 2007)	=	<u>\$29,675</u>	
					62.099 ac.	= \$477.87/acre
	7.5% annual on	x	(12 mos. from June 30,		<u>\$14,677</u>	
	the remaining		2007 to June 30, 2008)	=	62.099 ac.	= <u>\$236.36/acre</u>
	\$195,700					\$10,001
					Rounded	\$10,000/acre

Respectfully submitted,

Richard K. See  
General Certified Appraiser - NE CG920143

A  
COMPLETE  
APPRAISAL

OF

**A 63.432-ACRE PARCEL OF LAND  
LOCATED IN THE FLOOD PLAIN/FLOOD WAY  
SOUTH AND WEST OF  
132<sup>nd</sup> & STATE STREETS  
OMAHA, NEBRASKA**

AS OF

January 16, 2006

PREPARED FOR

Steve Oltmans, General Manager  
Papio-Missouri Natural  
Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138

PREPARED BY

Richard K. See  
General Certified Appraiser

MITCHELL & ASSOCIATES, INC.  
14611 West Center Road  
Omaha, Nebraska 68144



# MITCHELL & ASSOCIATES, INC.

ROBERT F. MITCHELL, SR., 1893-1913

ROBERT F. MITCHELL, JR., SRPA  
R. GREGG MITCHELL, SRA  
RICHARD K. SEE  
D. ROCK WHITESIDES, VA, SRA  
W. BRUCE WALNE  
BETH A. ANDERSEN

RICHARD C. WITTMANN  
KEVIN P. HERMSSEN  
DAVID C. WELLSANDT  
BRIAN J. WILSON  
TIMA M. GOTTG  
JOEL W. PERRY

January 30, 2006

Steve Oltmans, General Manager  
Papio-Missouri Natural Resources Dist.  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138

RE: File #00060023— Appraisal  
Parcel of Land in Flood Plain/Flood Way  
S & W of 132<sup>nd</sup> & State Streets  
Omaha, Nebraska

Dear Mr. Oltmans:

In response to your request and for the purpose of estimating the individual Market Values of the above referenced lands, I made a personal inspection of them, and then completed an analysis of the matters pertinent to the respective values. My findings are submitted in this complete report of 61 pages plus the supporting Addenda.

This report is intended to be a complete appraisal in a summary format, which is in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Appraisal Institute in accordance with Title XI of FIRREA. It was not based upon a requested minimum nor maximum value, specific valuation or the approval of a loan and is not limited. It is also in conformity with the laws and Minimum Standards of the State of Nebraska where I am licensed.

However, it must also be noted as a Special Condition of this appraisal that purchasers and sellers of large tracts where flood plain and flood way lands are a part, such as the subject's whole tract of 100± acres, are not known to separate or allocate values of the respective flood zones when negotiating a purchase or sale. Rather, they rely on a single price per usable acre, such as the \$12,500/acre being paid by the purchaser of the subject's whole site; or the \$13,285/acre for the pending sale of 414 acres (referenced on page 45) just north of 138<sup>th</sup> and State Street; or the \$59,274/acre paid for the Miracle Hills Golf Course with 47 of its 139 acres in flood way/flood plain (see Sale #14).

Therefore, conditional only upon our standard Certification, Assumptions & Limiting Conditions, the estimated marketing time and the hypothetical assumption that buyers and sellers would use an allocation and mathematical calculation as used in this report, I estimate the individual Market Value of the respective parcels, as of January 16, 2006, at:

\$17,000/acre for the whole 100± acre tract

\$25,000/acre for the <u>flood plain</u>	x	18.080 acres	=	\$452,000
\$3,000/acre for the <u>flood way</u>	x	44.352 acres	=	\$133,056
Total		62.432 acres		\$585,056 (Overall average \$9,371/acre)

Furthermore, based upon normal rates of appreciation plus the hypothetical assumption of abatement of normal holding costs such as real estate taxes and interest on a loan, the average value per acre of the flood zone lands as of June 14, 2007, is estimated at a rounded \$10,100/acre.

Respectfully submitted,

Richard K. See  
General Certified Appraiser - NE CG920143

R:\Commercial\Reports\2006\Land\S & W 132<sup>nd</sup> & State\Report

Real Estate Appraisers & Consultants

4611 West Center Road Omaha, Nebraska 68144 PH. 402-336-4500 FAX 402-336-7207

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IDENTIFICATION OF THE PROPERTY  
AND SUMMARY OF SALIENT FACTS

LOCATION: The 62.432 acre parcel of land (part of a whole tract of 100 acres) is located southwest of 132<sup>nd</sup> and State Street (a two-lane, county road), in the northwest portion of the metropolitan area of Omaha, Nebraska.

LEGAL DESCRIPTION: Irregular 62.432 acres along the West Papillion Creek in the NE ¼, Section 25, Township 16, Range 11, East of the 6<sup>th</sup> P.M., Omaha, Douglas County, Nebraska

OWNER OF RECORD: Roy Markman  
7637 Glenvale Drive  
Omaha, Nebraska

PROPOSED PURCHASER OF THE WHOLE 100± ACRES: Horgan Development  
c/o Robert Horgan

PROPERTY RIGHTS APPRAISED: Fee Simple

PURPOSE OF THE APPRAISAL: The purpose of the appraisal is to provide supported estimates of Market Value per acre of the whole 100± acre tract; and the current values of both the Flood Way and the Flood Plain portions of the 62.432 acre parcel of land, as if sold separately and in smaller parcels than are currently configured; plus an estimate of the future value of the overall flood zone land based upon the NRD's potential closing date of June 14, 2007.

FUNCTION OF THE REPORT/USER: Mr. Steve Oltmans, General Manager of the Papio-Natural Resources District (NRD), requested this appraisal for use in purchasing decisions (from Horgan Development) related to the 62.432 acres of flood zone lands that may then be established as a "land bank" by the NRD. Consequently, the NRD would also need to establish an "appraised" value basis for resale of smaller parcels of the subject's individual Flood Way and/or Flood Plain tract to other developers who would need to mitigate the loss of Flood Way/Flood Plain or wet lands that may be affected by their development, grading and fill plans at other locations.

TYPE OF PROPERTY: The subject of this report consists of a nearly level but long, irregular shaped parcel of land containing 62.432 acres (from engineer's calculations) with approximately 44.352 acres in the Flood Way and 18.08 acres in the Flood Plain. The whole tract of 100± acres of which they are a part has been used for agricultural (cropland) purposes for many years. The flood zone parcel has a narrow frontage along State Street. Public utilities, including a 42" storm sewer line running lengthwise through the flood zone tract and public water services, are all nearby or adjacent. No redevelopment plans

**IDENTIFICATION OF THE PROPERTY  
AND SUMMARY OF SALIENT FACTS (CONTINUED)**

**TYPE OF PROPERTY (CONTINUED):** for the whole 100± acre tract are known; however, Mr. Horgan intends to sell the 37± acres of useable non-flood zone land to another developer for a future town house development.

**ZONING:** The whole parcel is currently zoned AG-Agricultural and FW-Flood Way. (See zoning descriptions in the Addenda of this report.)

**FLOOD PLAIN STATUS:** The subject's 62.432 acre flood zone parcel is entirely within the Flood Way and/or Flood Plain hazard of the adjacent Papillion Creek, per FEMA Map Panel #315274-10F, revised February 6, 1991, (see Flood Plain Map and the definitions following).

**ASSESSMENT:** Real estate taxes for Douglas County are combined in one billing for all governmental subdivisions. The County Assessor is responsible for estimating "actual value" to which tax rates are applied.

**ASSESSED VALUATION:** The 62.432 acre parcel, #2308-0002-01, was assessed in 2005 at \$64,700 or \$1,014/acre (based on the County's calculated size of 63.79 acres).

**TAX RATE 2005:** The tax rate in 2005 was \$2.14179 per \$100 of total assessed valuation and is considered normal and reasonable for properties in this area.

**REAL ESTATE TAXES:** The 2005 taxes of \$1,080.28 were due December 31, 2005, and are paid in two halves, but are delinquent April 1, 2006 and August 1, 2006, if not paid prior to those dates. The property is appraised as if all taxes and assessments are paid current.

**DATE OF INSPECTION:** I inspected the parcels on January 16, 2006. The majority of photographs used in this report were taken at that time.

**EFFECTIVE DATE OF APPRAISAL:** January 16, 2006

**RECENT TITLE HISTORY:** The subject property has not sold in recent years, nor is it known to be offered for sale in the open market. However, Horgan Development has signed a purchase agreement for the whole 100± acres with the owner at \$1,250,000 or approximately \$12,500/acre. Horgan Development has also proposed to sell the 62.432 acres of Flood zone lands to the Papio-Missouri NRD for \$10,000/acre with proposed earnest deposits of \$1,000 upon contract acceptance, \$311,160 earnest money on June 14, 2006, and a final closing date of June 14, 2007; with no costs to the buyer in the interim for such holding expenses as taxes, normal appreciation or interest on borrowed funds from contract date to the closing being charged to the purchaser. (See a copy of the proposed agreement in the Addenda.)

IDENTIFICATION OF THE PROPERTY  
AND SUMMARY OF SALIENT FACTS (CONTINUED)

HIGHEST &  
BEST USE:

As concluded in the report, the highest and best use of the whole 100± acre parcel is considered "as vacant" ready for development to more intensive, mixed uses (in accordance with Omaha's Master Plan), including single or multi-family residential uses and limited office or commercial uses, but only 25% of the 18.08± acres in the Flood Plain, (4.5 acres) could be filled, above the base flood elevations, while the balance of the FW/FP land is only available for agricultural/horticultural uses, parks, outdoor recreation uses such as athletic fields, outside storage, and/or as a "land bank" for mitigating the losses of Flood Way, Flood Plain and wetlands, as is proposed by the NRD.

MARKETING TIME:

As concluded in this report, it is my opinion that either the 62.432 acre parcel or whole 100± acre parcel could sell in the open market within one year, if offered for sale at or near the estimated total value in this report.

SCOPE OF  
THE REPORT:

In late 2005, the continued demand for development land in Douglas County with adjacent or nearby public utilities, including sewer and water was extremely strong. Strong demand for single-family subdivisions and houses helped maintain economic growth in the City. (See Commercial Property Trend Analysis in the Addenda and Land Sales Analysis in this report.) Many local economists and real estate investors predict 2006 will have similar or slightly lower supply and demand characteristics as 2005.

With some uncertainty hanging over other types of "non-real estate" investments, it is not surprising that investors continue to seek safe returns in real estate (developed lands), as home sales of entry and mid-priced homes continue to be very strong in the Omaha area, supported by the continuance of relatively low home mortgage interest rates.

This report is intended to be a complete appraisal in a summary format, as defined by the Uniform Standards of Professional Appraisal Practice (USPAP) and is not limited. The subject property is a parcel of land located in a neighborhood in the northwest quadrant of the Omaha metropolitan area; where reasonable amounts of confirmed market data for development land (parcels with flood way, flood plain and non-flood way/flood plain combined as one sale) such as the subject's were available.

No arm's length, market sales of strictly "flood way" lands were found in any area of Douglas or Sarpy County, due to their non-buildable areas that may be in the channel or flow of a flood. (See the following definitions.) A few sales of small tracts with predominately Flood Way land sales (in the range of \$5,985 to \$6,263/acre) to the NRD or from other similar entities for their channelization and/or recreational/trail use were found; however, they

IDENTIFICATION OF THE PROPERTY  
AND SUMMARY OF SALIENT FACTS (CONTINUED)

SCOPE OF  
THE REPORT  
(CONTINUED):

are not considered full "market" transactions due to the need of the NRD, by its charge to minimize flooding while conserving our ground and surface water resources, which in my opinion, puts them in the position of being a unique and captive purchaser. As a result, a nominal value rounded to \$3,000 per acre was allocated to all "flood way" analysis in this report. This estimate is also generally supported by sales described in the Sales Comparison section of this report and with further support provided by the general range of sale prices "per acre" for agricultural, center pivot cropland (which have similarity to the limited use potential of agricultural/horticultural land in floodways) from the eastern part of Nebraska.

With the availability of that market data and based upon personal inspection of the area, I was able to use the Appraisal Process and one of the normally accepted appraisal approaches, the Direct Sales Comparison Approach. The Cost and Income Capitalization approaches were not considered applicable to current land values. The conclusion and analysis of the applicable approach was then reconciled into the final estimate of market value.

SUMMARY OF CURRENT INDICATED VALUES:

	<u>Rounded</u>
Indicated Value via the Cost Approach	Not Applicable
Indicated Value via the Direct Sales Comparison Approach	
Individual Flood Plain land at \$25,000/acre x 18.08 acres =	\$452,000
Individual Flood Way land at an allocated \$3,000/acre x 44.352 acres =	<u>\$133,056</u>
Overall average \$9,371/acre	\$585,056
Future value considering abatement of normal holding costs until June 14, 2007 =	\$10,100/acre
Indicated Value via the Income Capitalization Approach	Not Applicable

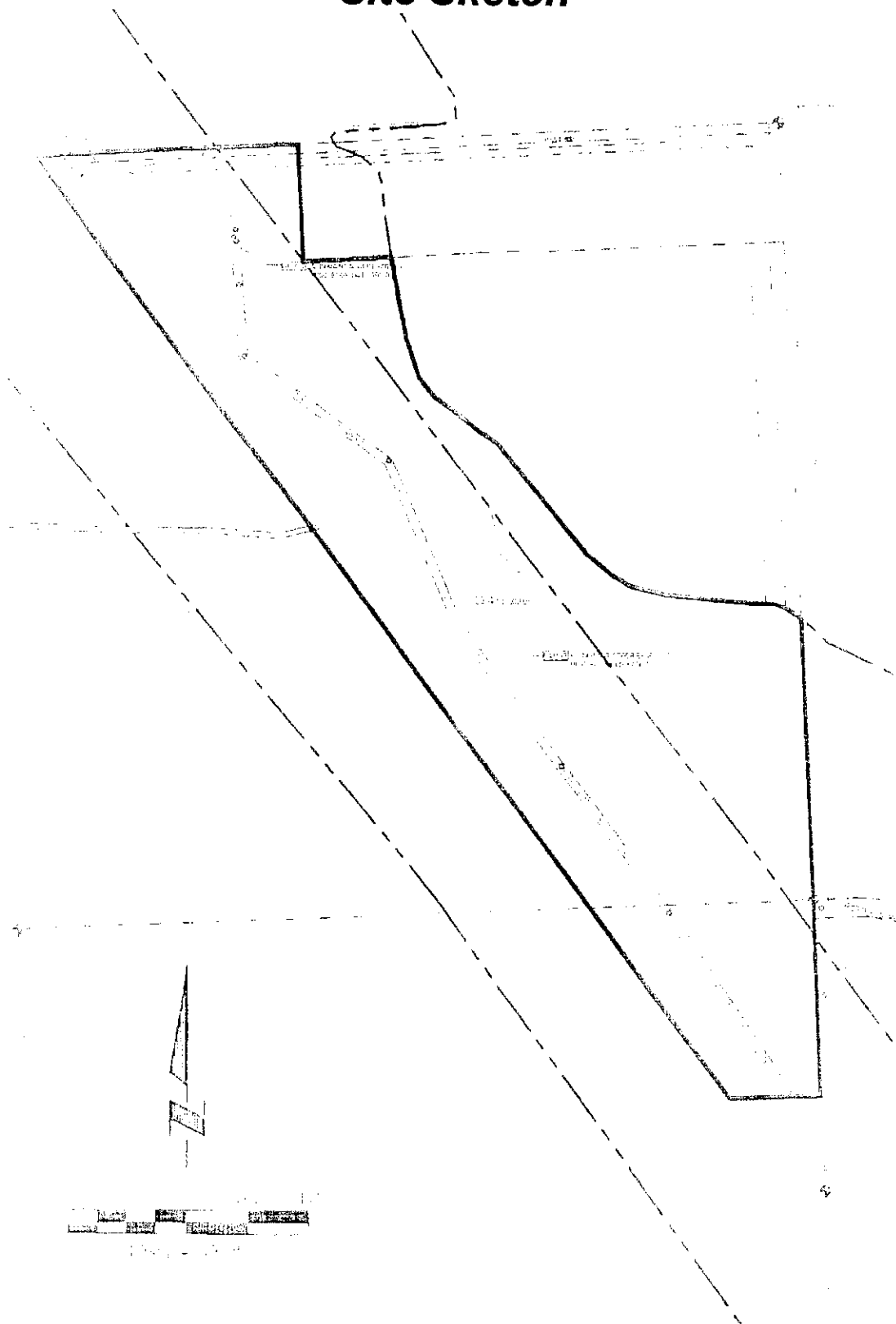
I have appraised numerous commercial properties and their related land values, plus commercial/proposed residential subdivisions in the Omaha metropolitan area over the last several years. A summary of my appraisal credentials and experience, intended to satisfy the Competency to Appraise Rule of USPAP, is contained in the Addenda of this report.



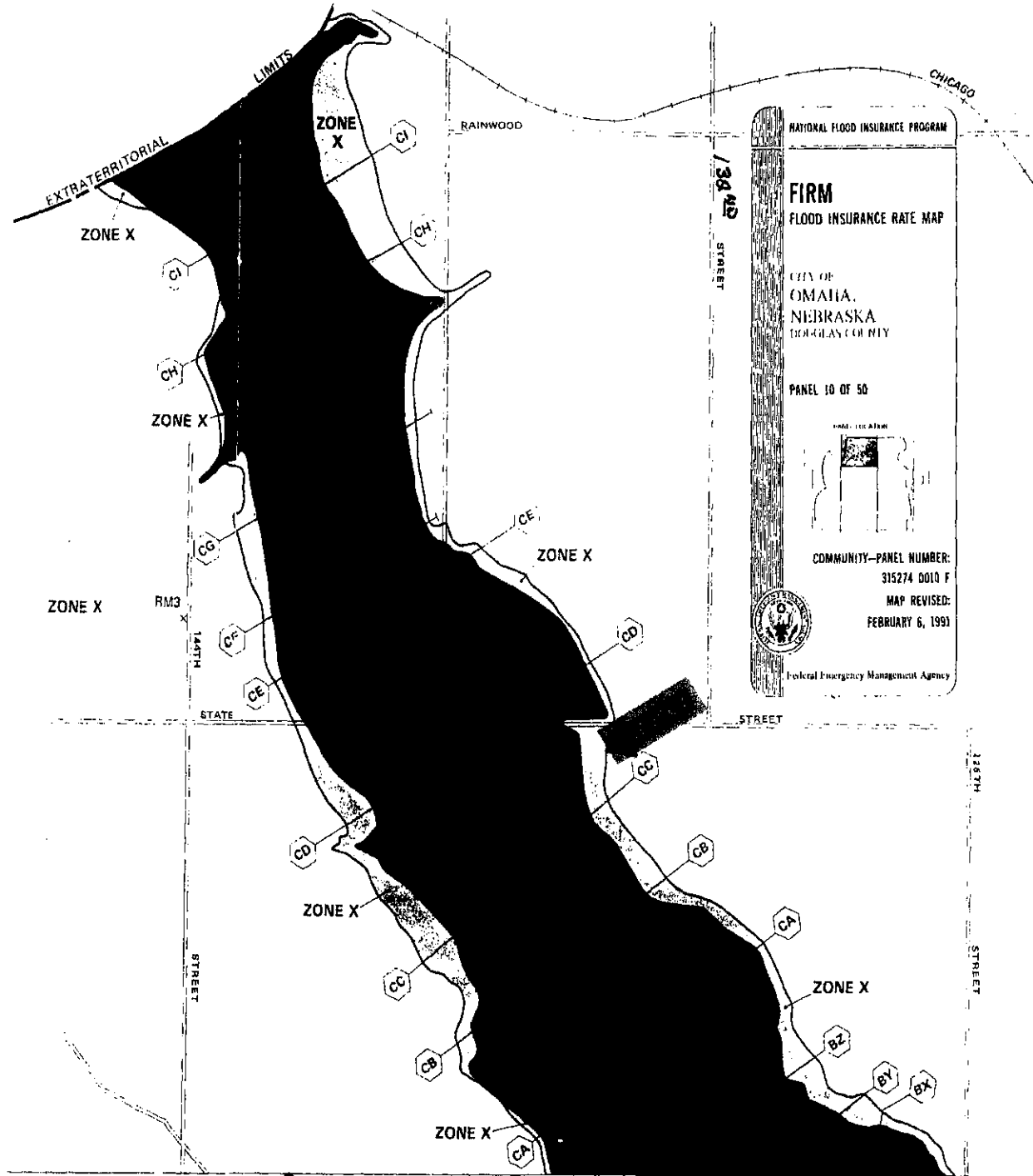
## ***Aerial Quarter Section Map***



## Site Sketch



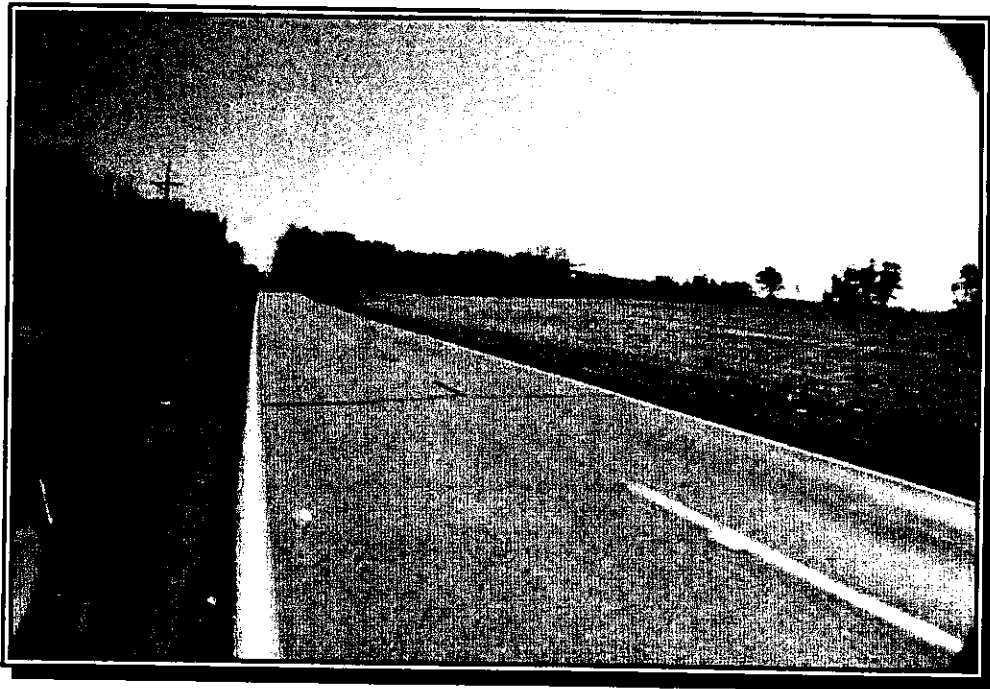
# Flood Plain Map



SUBJECT PHOTOS



View looking across the subject parcel from State Street



View looking east along two lane State Street from approximately 138<sup>th</sup> Street  
with the 37.568 acre parcel to the right

## DEFINITIONS

**FEE SIMPLE ESTATE:** An absolute fee ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.

**MARKET VALUE:\*** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date<sup>†</sup> and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**FLOOD PLAIN:** The flat surfaces along the courses of rivers, streams, and other bodies of water that are subject to overflow and flooding. These lands are subject to a 1% or greater chance of flooding in any given year.

Within Omaha's jurisdiction, a policy allows a maximum of 25% of a flood plain's fringe area to be filled/developed. (The fringe area is defined as the area between the floodway boundary and the flood plain boundary.)

**FLOOD WAY: \*\*** The channel of a river or stream, which is reasonably required to efficiently carry and discharge the peak flow of the regulatory flood or reservoir without cumulatively increasing the water surface elevation more than one inch.

**WETLANDS:** Wetlands, as defined by Section 404 of the Clean Water Act, are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Swamps, bogs, fens, marshes, and estuaries are subject to federal environmental law.

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\* Excerpted from Vol. 55 No. 165, Federal Register, Friday, August 24, 1990, Section 34.44 Appraisal Standards  
† See the discussion regarding exposure time and marketability within the Highest and Best Use analysis of this report.  
\*\* City of Omaha Zoning Regulation's definition

## VALUATION AND THE APPRAISAL PROCESS

An appraisal is an estimate of value. Its accuracy depends on the basic competence and integrity of the appraiser and on the soundness and skill by which he or she processed the data. Its worth is influenced by the availability of pertinent data. The professional appraiser seeks current facts and seeks to be practical. Most importantly, the appraiser's opinion must be without bias. As with other types of "markets", the real property appraiser does not make the market; rather, he or she interprets the market.

Generally, the appraiser uses three approaches to value: 1) Cost Approach; 2) Direct Sales Comparison Approach; and, 3) Income Approach. Each of these approaches is discussed separately below. They are all comparative approaches in that the basic data comes from direct comparisons in the market, indirect comparisons in the market, and/or the appraiser's judgment, which is based on market experience.

In the Cost Approach, the cost to reproduce the property at the date of the appraisal, less an appropriate allowance for depreciation (physical deterioration, functional obsolescence, and economic obsolescence), is made by market comparisons of cost and depreciation. The Cost Approach tends to set the upper limit of value since no property can be worth more than it would cost to build another property of equal utility assuming no reasonable delays. In land appraisals this approach is not applicable as land cannot be replaced but is considered a non-depreciating asset.

In the Direct Sales Comparison Approach, the subject property is compared to sales of similar properties. The sales are analyzed to determine similarities and differences, which affect value when observed in the market. These similarities and differences then serve as points of comparison between the market data and the subject property. When necessary, adjustments are made to the comparables to account for these differences. The resulting adjusted value per unit is then used to estimate the value via this approach.

In the Income Capitalization Approach, the future operation of the property is estimated from past historical data relating to the subject and/or from comparable market data. Gross rental schedules, vacancy and collection losses, fixed expenses, operating expenses and reserves are projected and used to estimate net income. This net income is converted to a value estimate using the capitalization process. The capitalization rate (comprised of a return on and a return of the investment) is based on demonstrated rates found in the market. (In land appraisals, recapture is not a part of the capitalization rate as land is considered a non-depreciating asset.) The method and technique of capitalization is determined by the nature of the property in the market.

All of the approaches have been considered for this report, however, the availability, adequacy and pertinence of data may limit the approaches actually used, as discussed in the Reconciliation of this report.

## METROPOLITAN AREA DESCRIPTION AND ANALYSIS

Douglas County, in east central Nebraska, is bordered on the east by Missouri River, on the west by the Platte River, on the north by Washington County and on the south by Sarpy County takes in 214,208 acres. Commerce and industry are predominant occupations in central Douglas County and in the City of Omaha, which is expanding west. As a result, the importance of farming diminished as residential and commercial developments expand into long established farming areas.

Omaha, the Douglas County seat, has the largest population of any Nebraska city (state population 1,711,263 per 2000 census estimates, up 8.4% over 1990). Omaha is U.S.'s 45<sup>th</sup> largest city<sup>†</sup> with an estimated population of 404,267 in 2003, representing a good 3.7% growth rate since 2000. Metropolitan or metroplex area of Douglas, Sarpy, Lancaster, Cass, Washington and Pottawattamie (Iowa) counties is estimated to have population of approximately 1,002,666, up 11.3% over 1990 after 5.7% growth 1980-90 and 5.2% 1970-80.<sup>§</sup> Bellevue has a population of 46,217, a 65% increase over 1990 and is third largest city in the state behind Omaha and Lincoln. LaVista, with a population of 13,895, grew at an 18.8% rate 2000-2003; Gretna grew to 3,924 in 2004, a 66.6% growth from 2000.

When considering city and regional data, appraisers look at four fundamental factors affecting area's future value. These are (1) economic, (2) government, (3) social and (4) environment, and are summarized for the metropolitan area as follows:

### Economic:

In December 2002, the U.S. economy technically came out of an 8-month recession preceded by 119 straight months of expansion, the longest in U.S. history. Nebraska weathered the downturn with only small economic growth (declines). Our Fall 2005 survey of commercial real estate in Omaha indicated a stable sales activity, increased inventories of properties available for sale and, more particularly, for lease. U.S. unemployment declined to 5.1% (3.1% in Nebraska and 4.0% in Omaha) due to economic improvements after the calamity resulting from terrorist attacks in the U.S. in 2001. Consumer confidence also appears to be returning with low interest rates still providing additional discretionary cash for consumers combined with large-scale debt reduction. The "New Economy" theory advanced by economists with its 'global' supply/demand considerations suggests economic growth, albeit slow, will continue in the future.

After years of stable economic conditions resulting from a diversified economic base, Nebraska and Omaha experienced substantial gains, in part due to 1987 state legislative enactment of Employment and Investment Tax Incentive that brought private sector commitments of \$1+ billion for investment with 35,000 jobs into Nebraska's economy. Commitments totaling \$3+ billion continued in 2003, primarily from local expansion plans, but also from relocation of business to the state with actual job creation at 66,000+ the last few years. Omaha gleaned the largest part of the commitments, including several affecting downtown. Projects came from ConAgra, one of the U.S.'s largest food processors, US West Communications, First National Bank and Union Pacific Railroad.

ConAgra developed a national headquarters office campus and global trading center at east end of downtown, adjacent to Missouri River. With the city/county, this old warehouse district and under-utilized river bottom area was developed into a public park and large lake (Heartland Park and Lake) surrounded by ConAgra's modern buildings, several hotels and auxiliary buildings. Urban housing in the Old Market's converted warehouses proliferated.

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<sup>†</sup> Census Bureau Statistics taken from Omaha World-Herald, July 1, 2003  
<sup>§</sup> From the 2003 Omaha World-Herald Consumer Preference Study

## METROPOLITAN AREA DESCRIPTION AND ANALYSIS (CONTINUED)

### Economic (Continued):

Qwest Convention Center/Arena opened September 2003, a \$281 million complex on Union Pacific former rail yards (340 acres) on Abbott Drive, 9<sup>th</sup>-14<sup>th</sup> Streets. A 450-room, 8-story Hilton Hotel and parking garage adjacent to the center opened in 2004. Gallup Corporation developed an \$80 million headquarters/educational campus on 66 acres between Abbott Drive and Missouri River, northeast of the center. A National Parks Service building has also been built facing the Missouri River, where a pedestrian footbridge may eventually connect Omaha to Council Bluffs.

South of ConAgra, Union Pacific, which moved its headquarters to Omaha, refurbished an historic freight house to accommodate an 80,000 SF dispatch center with other renovations in 2001. Union Pacific acquired Chicago Northwestern and Southern Pacific Railroads. Combined relocation of railroad employees to Omaha resulted in demand for residences/offices. In December 2000, the railroad announced its plans to build a 930,000 SF headquarters office south of its existing headquarters. Construction on that facility and a new city parking garage began in 2002 with completion in 2004.

In 2002, First National Bank completed Omaha's tallest building. Located southwest of 16<sup>th</sup> and Dodge Streets, it has 999,100 SF in a 40-story office tower. First National also built a modern technology center (with world class hydrogen fuel cell energy supply) at 16<sup>th</sup> and Capitol with new parking garages. The Omaha World Herald built a new production/printing facility at 14<sup>th</sup> and Capitol. In total, well over \$1.8 billion in new development began downtown in 2001.

Eppley Airfield, a municipal airport, modernized and expanded the last few years to serve 17 airlines with passenger/freight traffic, growing faster (last 5 years) than any similar-sized city in the nation. Passenger traffic was 3.8+ million in 2004, up 5.6% over 2003. Eppley has increased traffic so dramatically (expected to double by 2012); Airport Authority has proposed an additional terminal, parking garage for 6,000 vehicles and facility expansion for upper level departure/lower level arrival, costing an estimated \$335 million in the next few years. With development of the convention center and rebound of the economy, there should be support for expansion.

Omaha remains a major livestock, meatpacking/food processing, grain market for area farmers who, depending on conditions, are major contributors to Omaha's economy; however, the long established Omaha stockyards relocated to Red Oak, Iowa, as pens/buildings in South Omaha are redeveloped with light industrial and civic uses.

Omaha is an insurance center with 40+ companies like Mutual of Omaha, Physicians Mutual and Woodmen of the World. South of Omaha, StratCom (former SAC) headquarters (the area's largest employer with gains last year) impacts the area with 11,200+ Air Force/civilian defense-related jobs.

In late 1993, the Chamber of Commerce launched strategy, working plan called Target Omaha. With \$5+ million donated by local companies/individuals, Omaha's economic development group planned to add 35,000 jobs/50,000 residents in 5 years. In December 1994, Target Omaha announced Omaha was a finalist location in Micron Technology's search to place a \$1.3 billion investment in computer chip manufacturing resulting in 3,500 jobs for area selected. Omaha was not selected, but placement in the top three of dozens of possible locations, confirms Omaha offers excellent benefits to businesses locating here. By December 2002, job growth more than tripled Target Omaha's goal. A similar pace of job/population growth continued into 2004. Phase II of Target Omaha continues seeking jobs (12,000 annually) while funding and/or training labor to fill the new jobs.

Omaha is located off I-80 (10-year construction project widening/improving urban portions of I-80, I-480, I-29 completed). This coupled with other highways made Omaha a trucking center, serving



## METROPOLITAN AREA DESCRIPTION AND ANALYSIS (CONTINUED)

### Economic (Continued):

the entire U.S. The Missouri River serves regular barge traffic in water flow seasons. The urban, metro area is served by Metro Area Transit (MAT) with regularly scheduled bus service.

Omaha enjoys a reputation as a major Midwest medical center with 16 hospitals (including a doctor-owned orthopedic hospital opened in 2004), state-of-the-art Lied Transplant Center attracting worldwide attention, two schools of medicine, schools of nursing and many specialized medical facilities, i.e., Children Hospital modern facility at 83<sup>rd</sup> Street and West Dodge Road. Several new hospital locations were acquired in suburban Omaha near fringes of growth, where specialized clinics, small hospitals and offices are now being developed.

Development and lending capital is provided by national, state-chartered, and savings banks. The many bank mergers and acquisitions have reshaped supply/demand for bank related office space throughout the city, as some facilities closed due to duplication and overlapping. The Federal Reserve also has a modern facility downtown, but closed some local operations and laid-off many employees in the early 2000's. A new federal courthouse and parking garage built from 17<sup>th</sup> to 19<sup>th</sup>, Dodge to Douglas Streets, opened in 2000.

Omaha is a communications center due to US West and StratCom requirements for telephone and fiber optic lines, as well as Midwesterners' lack of accent in their speech patterns. As a result, Omaha is a toll-free, telemarketing center for numerous sales and lodging groups.

The November 2005, unemployment statistics from the Chamber of Commerce indicated labor force of 443,000 (near the same level as 2004) and average annual unemployment of 4.4% (compared to 4.5% in 2004).

Omaha's median household income was over \$46,512 in 2001, down 1.3% from 2000. New housing permits were 5,487 in 2005. Over 11,234 single-family residences sold at an average \$168,077 in 2005. Multi-family permits reached only 350 in 2005, compared to 336 in 2003, and 863 in 2002. Non-residential permits were estimated at \$110 million compared to \$103 million in 2000, while civic/non-competitive properties construction slowed substantially after three, billion dollar plus years. However, the slowing pace of new construction in mid 2005, suggests non-residential/non-competitive construction is beginning to diminish from generational highs of the last 4 years while single-family construction, which had remained strong due to low interest rates is now beginning to slow.

Several golf courses and manmade lake developments were built with residential neighborhoods surrounding. Construction of large new homes has proliferated with the number of \$1+ million homes now exceeding 1,100. Many 'superstores' were built in established areas, weakening older, urban, small retail establishments.

Current retail/labor growth, comparatively low unemployment and strong, diversified local economy should result in good market demand for real estate in the metro area. Aside from specialized properties not in demand, there should be continued growth of real estate values in the area.

### Government:

Elected mayor (administrator) and city council (legislators) govern Omaha. In a coordinated manner, city, state and surrounding counties provide all aspects of public safety, health/sanitation, highways/public works, culture and recreation. City government and all operations are supported by property, utility, wheel, gas, sales and user taxes. Educational districts of Omaha, Millard, Ralston, Westside, Metropolitan Community College, etc., are supported primarily from property taxes and state aid.

## METROPOLITAN AREA DESCRIPTION AND ANALYSIS (CONTINUED)

### Government (Continued):

Omaha Public Schools approved a \$256 million bond issue in 1998 to renovate schools, while abandoning 'desegregation' (busing), which is no longer federally mandated.

Within the mayor's administration, departments of Public Works, Human Relations, City Planning, etc., administer city operations. City Planning is instrumental in regulating and enforcing zoning ordinances and building/use permits.

City Planning and Economic Development departments are very cooperative with developments fitting the "Master Plan" for city layout and use of services, while being firm (not absolute) regarding requests for variances from the Plan. The Master Plan is continually under review for amendment due to inequities discovered as it was implemented. A Master Parks Plan is underway that would designate parkland in each section of county land, as well as the "greening" of West Dodge Road.

Despite comparatively high city/state taxes, the governmental systems generally function well and aid in maintenance/development of infrastructure needed to provide long-term community values.

### Social:

All cities have problems and Omaha is no exception. Due to age of improvements and low-income nature of residents, portions of two areas, Near North Side and South Omaha, the area of declining livestock industry, were declared blighted to obtain special governmental redevelopment grants and funds for new/rehabilitated residences and businesses. South Omaha slowly began to revive, but youth gangs and resulting crime/fear are evident. Developments on the Near North Side generally have not been prosperous with few exceptions, i.e., North Omaha Business Park on 15 acres previously occupied by low-income projects and dilapidated properties. City leaders continue seeking ways to return the areas to prosperous, self-sufficient contributors to the city.

Omaha also has many well-developed residential neighborhoods and boasts 120+ parks (4,000 acres) and a comprehensive park plan; nationally acclaimed Henry Doorly Zoo (featuring indoor rain forest of spectacular design; saltwater aquarium with sharks, penguins and other unique sea life); I-Max Theater with indoor desert (dome) and subterranean 'Creatures of the Night' exhibit opened in 2002. It has the Orpheum Theater featuring Omaha Symphony, Ballet and other artists; expanded Joslyn Art Museum; Fontenelle Forest; Girls & Boystown; Omaha Royals AAA baseball at Rosenblatt Stadium, home of NCAA College World Series, and self-proclaimed recreational softball capital of the world with 1,400+ teams playing annually. Civic Auditorium hosts events like hockey games of University of Nebraska at Omaha's Division I team, cultural, entertainment and recreational events.

Omaha experienced strong retail growth that supports several regional shopping malls, newest southeast of 144<sup>th</sup> Street and West Center Road was completed 1994 with 100% development of peripheral lots. New regional malls are planned (not started) near Papillion and I-80/Harrison in Sarpy County, and numerous new "Life Style" design or "Power Centers", in the area of 168<sup>th</sup> to 180<sup>th</sup> Streets, West Dodge to West Center Roads have flourished.

Due to strong, positive aspects of the social condition, most find Omaha a pleasant/appealing city in which to live/work, given constraints of urban life (no longer a "20 minute" drive at rush hour).

### Environment:

Omaha sits on the Missouri River west bank. Rolling hills around the city rise to average 1,300' above sea level. Typically, summers are warm, humid, and about 75% of the precipitation falls

## METROPOLITAN AREA DESCRIPTION AND ANALYSIS (CONTINUED)

### Environmental (Continued):

April-September with prevailing west winds. Winters are cold with 10% of precipitation falling as snow. The overall classification of climate is moderate, but extremes do occur.

The years 1987-91, 1997-99 and 2002 had mild winters, hot summers, low precipitation, as did most of the Midwest. Lakes and rivers were below normal levels. The Army Corps of Engineers, which controls barge traffic on Missouri River, shortened navigation seasons to conserve water in control dams further north. This dry cycle resulted in low crop yields for area farms, recovered from depressed conditions of the mid-1980s. Snow and rains in 1992, 2000-2001 and 2003, eased drought conditions and the farm economy returned to normal with record crop production in 2004. Prices continue to fluctuate, but generally were higher in 2003 and 2004, as technology, fluctuating (favorable) markets and business consolidations cause changes in the agricultural markets.

In the summer of 1993, continual rains flooded lowlands/floodplains throughout the Midwest. Resulting flood/crop losses and productivity lost on temporarily interrupted construction of roadways and commercial/residential projects, prompted description of a 500-year flood condition. As conditions subsided, market activity resumed and should remain provided no climatic disasters occur.

In October 1997, a storm hit the metro area, severely damaging or destroying an estimated 25% of the area's deciduous trees. Resulting property damage and cost of cleanup easily surpassed \$115 million plus costs of repairing electrical power systems, telephone services and business/spoilage losses. Results also changed the appearance of older areas where dense tree growth was substantially reduced; however, long-term effects on real estate values have not been apparent.

Omaha is not exposed to abnormal, natural environmental conditions, but has been exposed to consequences of asbestos and other carcinogenic materials in some properties, along with contamination by industrial/agricultural wastes and discovery of harmful radon gas or lead in some northeast quadrant properties, declared a Federal Superfund site. Occurrence of hazards is random, unpredictable and does not affect normal real estate values; however, special attention is given to properties known to have harmful contaminants (note Limiting Conditions of this report).

Climatic and environmental conditions are always in flux. As regulation, testing and cleanup limit the affects of hazardous materials on the environment, no long-term affects on values are anticipated; however, individual properties may have drastic value reductions due to existing contamination.

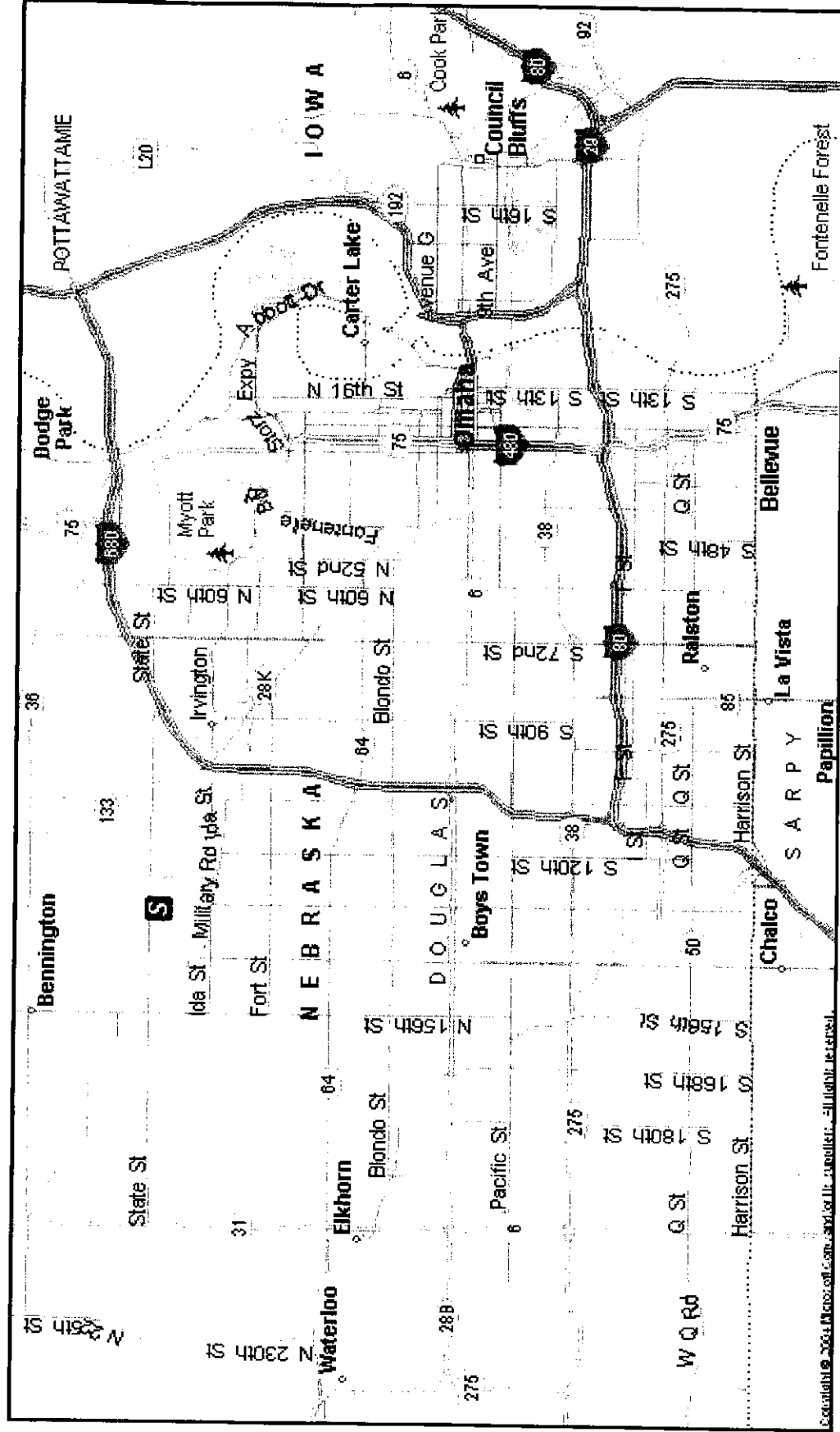
### Supply and Demand for Various Types of Real Estate

The metro area follows national trends as relate to development, supply and demand for various types of real estate. As expected, neighborhoods can vary widely in supply/demand, age, access and appeal for all types of available real estate. Therefore, specific details related to supply/demand for the property are contained in the following market description.

### Summary:

Each factor affecting real estate values in the area has positive indications now. With a growing, diversified economy, continued support of city government, skilled/stable workforce and moderation of environmental conditions, the metro area should enjoy continued prosperity and desirability for real estate (investment). This should also create a positive and continued underlying basis for the value of the subject property.

# Metropolitan Area Map



62.432 Acre Parcel of FW/FP Land  
S & W 132<sup>nd</sup> & State Streets  
Omaha, Nebraska

Mitchell & Associates  
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## MARKET AREA DESCRIPTION AND ANALYSIS

"Social, economic, governmental and environmental forces also influence property value in the vicinity of the subject property which, in turn, directly affects the value of the subject property itself." "A neighborhood is a group of complimentary land uses."\* Following is a summary of each of the four forces affecting the subject neighborhood.

### Social and Economic:

The subject's neighborhood is in the northwest quadrant of Omaha on 120<sup>th</sup> Street north of what is commonly referred to as the West Maple Road corridor. This corridor is dominated by commercial, retail and office use on both sides of West Maple Road from 90<sup>th</sup> to 144<sup>th</sup> Streets. West Maple is also Nebraska Highway 64 built as a four-lane divided highway extending from Omaha through Valley to Fremont and is currently being widened to six lanes from 96<sup>th</sup> to 120<sup>th</sup> Streets with a full interchange with I-680 being redeveloped. The north/south traffic count on 120<sup>th</sup> Street between Fort Street and West Maple Road totaled only 8,700+/- vehicles per day in 1998 (the last count) compared to over 30,000/day at West Maple. The east/west count, east of 156<sup>th</sup> and State Streets (closest available) was near 1,000 vehicles per day in the last count of August 2001.

The north and south boundaries of the corridor generally only extend one or two sites (commercial uses) into the neighboring residential area, except in the area of major roadway intersections, such as 120<sup>th</sup>, 108<sup>th</sup> and 132<sup>nd</sup> Streets, where the commercial corridors spill into one another. However, few commercial uses have been developed on two-lane 120<sup>th</sup> Street north of West Maple Road.

The 68164 zip code area encompasses the 120<sup>th</sup> and West Maple area, as described by the Omaha World-Herald's Consumer Preference Study of 2003 indicated a population of 28,900 in 10,300 residences and growing at a rapid pace. Median adult age was 42 years. Median household income was \$64,956 compared to metro average of \$46,512; median home value was \$129,177, slightly higher than \$108,414 metro average. College graduates are reported as 46% of the population, above metro area average of 37%; percentage of homeowners is also high at 82% compared to 67% metro average

Numerous arterial streets, several of which serve as neighborhood boundaries, serve the area. West Dodge Road on the south, a six-lane thoroughfare, is most heavily traveled street in the metro. Blondo Street is a heavily traveled four-lane collector; 108<sup>th</sup> Street is a two and four lane north/south arterial currently being widened and should improve driving conditions in the area as well as the proposed office/retail developments beginning construction on 108<sup>th</sup> Street north of Blondo Street. I- 680, with an interchange at West Maple Road, provides easy access to the balance of the metro area connecting with I-80 and I-480 in Nebraska and I-29 in Iowa.

Area land use is mixed with parks, commercial and residential uses. Residential land uses are considered supportive of area commercial uses with large tracts of agricultural land in transition. These commercial properties range from small converted houses to large strip shopping centers. These entities draw from the neighborhood market although some offer goods/services utilized on a regional basis. The regional Crossroads shopping mall is about five miles southeast; Westroads Mall is three miles south and Oak View regional mall is six miles southeast. The immediate area is still being developed with various commercial properties. Demand for commercial sites in the West Maple Road corridor has been steady to strong in recent years compared to other available commercial sites. Demand for residential developments remained strong in northwest section of Omaha, while development to the northeast has been slower. Property values ranged from \$80,000-\$2,000,000 for a variety of improved properties. Age of improvements generally varies from new to 30 years. Architectural styles vary but most are frame construction. Quality of maintenance varies somewhat, but generally regarded as good. These conditions place subject neighborhood in classification of being in its final stage of build out and values would be expected to rise.

\* Appraisal of Real Estate, Ninth Edition, AIREA, page 161

## MARKET AREA DESCRIPTION AND ANALYSIS (CONTINUED)

### Social and Economic (Continued):

This area is considered an acceptable location for a commercial building because of the residential housing base, employment centers, shopping and services. Most supply/demand factors in the neighborhood appear in balance with no obvious deviations known. Together, all new developments are generating substantial new traffic flow to the area. The area has been popular for commercial uses. Much of the area has higher-than-average vacancy is attributable to rapid development near 144<sup>th</sup> and 156<sup>th</sup> Streets; where properties are still in the initial lease-up stages.

### Governmental:

Omaha is subject to its own laws, regulations, zoning and taxes. The area also falls within the boundaries of the Omaha School District, a popular district with a growing school age population, resulting in increasing school budgets and property taxes, but these factors have not adversely affected market appeal for real estate investment in the neighborhood. Numerous parochial schools are located near the neighborhood. Police and fire protection is provided by the City; the area appears adequately served by both.

### Environmental:

Some portions of the neighborhood are within a designated flood hazard area. These areas generally follow the creek beds of the Papillion Creek and have not posed major hazards in the past few years as flood control dams have been completed. The Tranquility Park soccer fields, a golf driving range and tennis club in the northeast quadrant of 120<sup>th</sup> and West Maple are traversed by the creek and have not been flooded in many years despite some "500 year" flood conditions in 1993. No other adverse conditions were observed. (Please see flood plain map in the addenda of this report.)

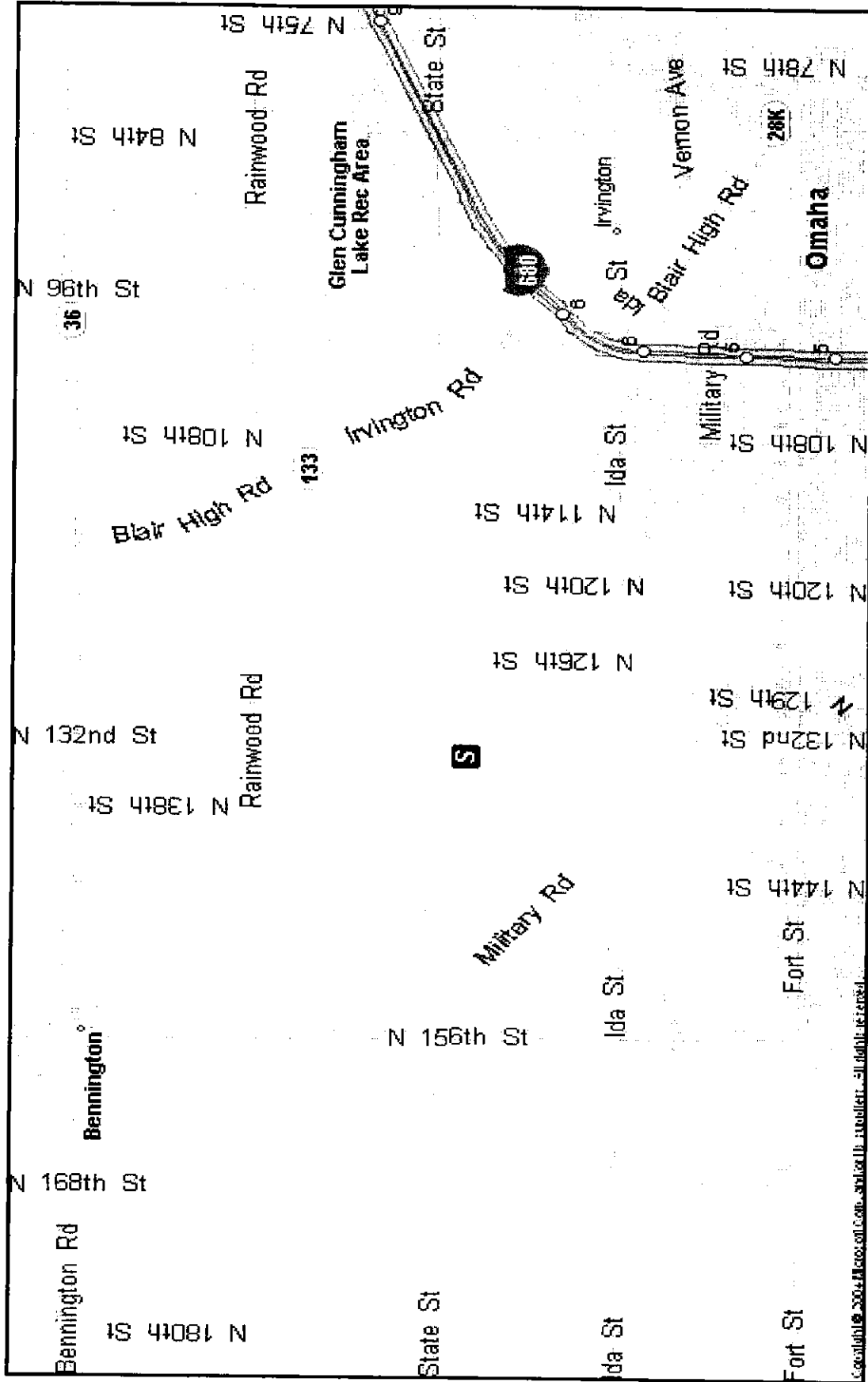
Topography above the Papillion Creek flood plain is rolling to level with most areas being buildable. Most streets in the area are hard surfaced with concrete and have electric street lighting. Storm sewers and sidewalks are also commonplace in the neighborhood.

### Summary:

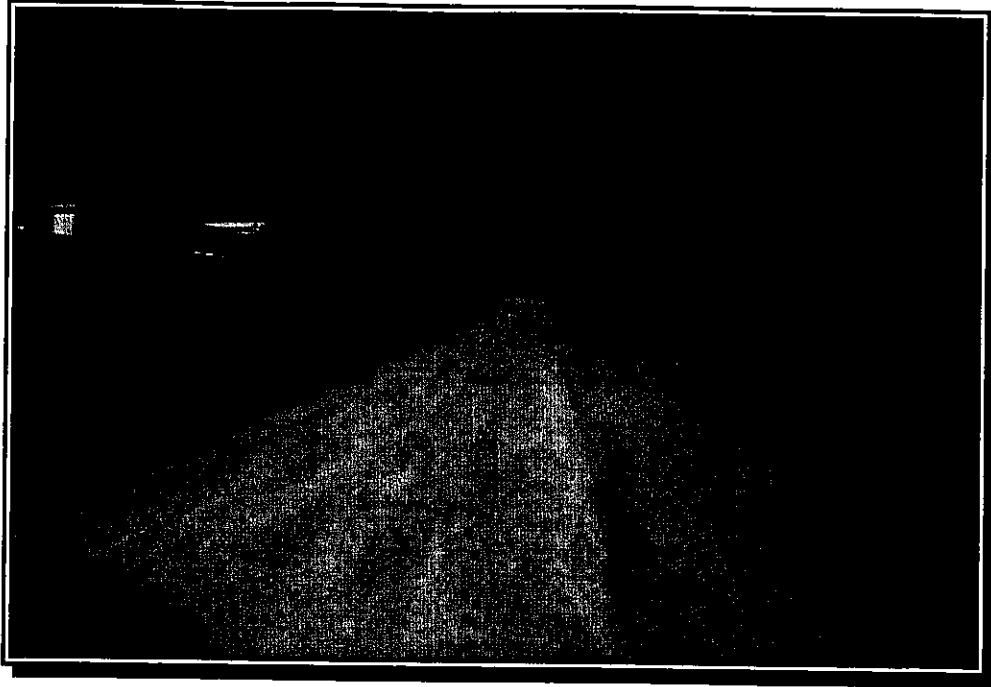
All these foregoing conditions, along with few remaining supplies of competing commercial and retail sites, place the subject and its immediate neighborhood in the classification of being in the final stage of growth where values would be expected to rising due to demand for the location or from scarcity of property being available for sale.

Therefore, it is my opinion that the area is reasonably well served for current use, but will see continued demand due to the expected growth of the overall Omaha economy and continued growth of adjacent corridor.

# Market Area Map



## NEIGHBORHOOD VIEWS



View looking north along 132<sup>nd</sup> Street, a two-lane gravel road  
with the closed Douglas County landfill to the right



View looking east along two lane asphalt paved State Street from 132<sup>nd</sup> Street;  
former Douglas County Land Fill is to the left



## PARCEL DESCRIPTION AND ANALYSIS

The subject of this report consists of a nearly level but long, irregular shaped parcel of land containing 62.432 acres (from engineer's calculations) with approximately 44.35 acres in the Flood Way and 18.08 acres in the Flood Plain. The whole tract of 100± acres of which they are a part has been used for agricultural (cropland) purposes for many years. The flood zone parcel has a narrow frontage along State Street. Public utilities, including a 42" storm sewer line running lengthwise through the flood zone tract and public water services, are all nearby or adjacent. No redevelopment plans for the whole 100± acre tract are known; however, Mr. Horgan intends to sell the 37± acres of useable non-flood zone land to another developer for a future town house development.

The following is a summary of the subject's general physical characteristics:

Zoning: The whole parcel is currently zoned AG-Agricultural and FW-Flood Way. (See zoning descriptions in the Addenda of this report.)

Flood Plain: The parcel is entirely within the Flood Way and/or Flood Plain hazard of the adjacent Papillion Creek, per FEMA Map Panel #315274-10F, revised February 6, 1991, (see earlier Flood Plain Map).

Topography: The topography is nearly level and will obviously need to be filled (maximum of 25% of the flood plain fringe is allowed) above flood elevations if it is to be developed. The general slope falls to the east and south to the adjacent West Papillion Creek, while State Street is several feet higher, creating a dike-like separation from the creek to lands north of State Street.

Soils: The property has been used for agricultural (crop) purposes for the last several years. No chemicals or other hazards are known to exist. No soil survey was examined but soil conditions appear stable and suitable for future improvements. No physical adverse conditions are known to affect the property and no neighborhood properties suggest obvious environmental problems; therefore, the subject's environmental conditions are presumed non-adverse. (See Assumptions and Limiting Conditions as relate to effects on value if environmental contamination is found on the property.)

Utilities: All public utilities are adjacent or nearby, including telephone, sanitary sewer, gas, water and electricity. Metropolitan Utilities District (402-449-8000) provides water and gas service. The City of Omaha Public Works Department provides sewer service (402-444-5220). Omaha Public Power District (402-636-2000) provides electric service. Telephone service is available to the tract. Expenses for installation and maintenance of these utilities are typically paid from Special Assessments collected for a Sanitary Improvement District (SID) if developed.

Easements/Encroachments/Restrictions: No abnormal encroachments were noted at the time of the inspection or in the maps and drawings provided to me; however, a 42" outfall sewer line and its permanent easement traverse the area along the creek, so no permanent structure can be built over the top of the easement/sewer line. (See earlier site sketch.)

Visibility: As described in preceding paragraphs, the property is situated facing State Street, a two-lane, paved, county road carrying small amounts of local traffic. Terrain is generally level so view to/from the adjacent agricultural properties is considered good.

## PARCEL DESCRIPTION AND ANALYSIS (CONTINUED)

Neighboring Properties: One mile east of the subject is Deer Creek, Deer Creek Highlands single-family residential subdivisions and the adjacent 27 hole public/private Players Club golf course plus \$2 million clubhouse developed in the late 1990s and 2005, with nearly 1/3 of the lots now improved with large, good quality homes. Community commercial services are available south and southwest where the newer retail centers between 108<sup>th</sup>-132<sup>nd</sup> and West Maple Road or Fort Street are developed. The closed, former Douglas County land fill is in the northeast quadrant of 132<sup>nd</sup> and State Street. Agricultural lands are generally found along either side of the Papillion Creek running through the area and several of the agricultural tracts are in various stages of being developed for residential subdivisions. All these uses are considered compatible in the general market area.

Conclusion: The subject parcel (flood plain and flood way areas), lends itself to continued agricultural/horticultural uses and most outdoor recreational uses such as parks and athletic fields.

## HIGHEST AND BEST USE

### Definition:

The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Highest and best use of a specific parcel of land or an improved property is not determined through subjective analysis by the appraiser; rather, is shaped by the competitive forces within the market when the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property.

The benefit a real estate development produces for a community or the amenity contribution provided by a planned project (i.e., the public space in a park-like area) is not considered in the appraiser's analysis of highest and best use.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skills, i.e., that the use determined from analysis represents an interpretation or opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premises upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

Source: Appraisal Institute, The Appraisal of Real Estate, Eleventh Edition, Chicago, 1999

In order for a particular use or a piece of real property to be highest and best use of that real property, several requirements must be met:

1. The use must be legally permissible or reasonably possible.
2. The use must be physically possible on the site.
3. The use must be economically and financially feasible under the projected market conditions then existing.
4. The use must be the most profitable amount the alternatives that are legally permissible, physically possible, and economically feasible.

In estimating its market value, real property is appraised in terms of its highest and best use. Highest and best use analysis is analogous to a feasibility study, in that it is progressive. Legally permissible or physically possible uses are first considered. After analyzing one, the other is fully considered.

Regarding possible uses, there are five basic categories, which are:

1. Residential,
2. Commercial,
3. Industrial,
4. Agricultural, and
5. Special or public use.

After permissible and possible are concluded, economically feasible uses are next identified; that is, those that would pay competitive return on investment in improvements as well as land. Of these, "maximally productive" or most profitable is highest and best use, sometimes called "ideal" use.

In estimating highest and best use of a property, site is first analyzed as though vacant, unimproved and available for development to its most profitable, likely, legal use. When improvements are present, it is necessary to estimate highest and best use as developed. In both cases, property is analyzed from viewpoint of possible, permissible and feasible uses.

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\* Appraisal of Real Estate, Eleventh Edition, Chicago, 1999

## HIGHEST AND BEST USE (CONTINUED)

### “AS VACANT”

Legally Permissible Uses: The parcel's zoning is AG-FW, which is unlikely to be changed due to the flood potential within Omaha's zoning jurisdiction, but 25% of the flood plain fringe could potentially be filled and developed for buildings, so some re-zoning to more intensive use is possible. Possible uses within the zoning are limited to agricultural/horticultural and some outdoor recreational uses such as a golf course or driving range, but nothing with permanent, non-flood resistant improvements. No additional special use or deed restrictions were evident that would further limit development of the land for these uses; however, the City of Omaha is requiring all new developments to be scrutinized as to how they fit or conform to the Master Plan, which preliminarily suggests Mixed Uses can be developed in the area of 132<sup>nd</sup> and State Street.

Physically Possible Uses: No adverse or poor soil conditions are known to exist that would limit agricultural or outdoors recreational uses or the potential land development of 25% of the fringe area if filled. The parcel's size and irregular shape is considered somewhat detrimental to development and combined with the Flood Zones (see earlier Flood Map) is expected to limit the buildable area. Utility availability to the parcel and access from the adjacent streets is possible via the narrow State Street frontage so is somewhat limited if sold separately from the whole 100± acre parcel. Any legally permitted use would also be physically possible on this site.

Financially Feasible Uses: Land in the defined neighborhood is generally used for residential subdivisions or agricultural (in transition) purposes. There has been strong demand for land in the neighborhood and values of raw land and improved lots rose rapidly in recent years, as evident from sales in the land valuation section of this report. There are a growing number of public and parochial schools in the area. There are also plans for some commercial development in the immediate area. All this adds to the area's appeal to typical homebuyers and/or commercial users who would want the permitted uses on the subject parcel. Access to arterials and the interstate highway is considered average for northwest Omaha. Based on these descriptions, it appears to me that the parcel is most financially feasible if used for agricultural/horticultural and/or park/trail use.

Maximally Productive Uses: As outlined in the land valuation section, the maximally productive use which results in the highest land value would be for the physical and legal uses. These uses are consistent with other existing land uses in the area. As seen in Sales Comparison Approach, an active market for larger tracts is present with the most likely buyers of the subject's raw land would be developers of single and multi-family developments. As a result of the preceding analysis, it is my professional opinion that highest and best use of the property is “as is”, ready for development to more intensive, mixed uses (in accordance with Omaha's Master Plan), including single or multi-family residential uses and limited office or commercial uses, but only on 25% of the 18.032 acres (4.5 acres) if the building site areas can be filled, above the base flood elevations, while the balance of the land is only available for agricultural/horticultural uses, park land, outdoor recreation uses and/or as a “land bank” as is proposed by the NRD.

There are no improvements on the parcel.

### EXPOSURE TIME

In order to market a property, it must be exposed to the open market. The following discussion is provided to illustrate current market conditions and to estimate exposure time needed to market the subject property.

**Exposure time** may be defined as follows:

## HIGHEST AND BEST USE (CONTINUED)

### EXPOSURE TIME (CONTINUED)

"The estimated length of time the property interest being appraised would have been offered on the open market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."<sup>†</sup>

The concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable effort. This concept considers the type of property being appraised, supply/demand conditions as of effective date of the appraisal and analysis of historical sales information (sold after exposure/completion of negotiations between seller/buyer). Therefore, reasonable exposure period is a function of price and use, not an isolated estimate of time.

Reasonable exposure time is always presumed to precede the effective date of the appraisal and differs for various types of real estate and under various market conditions. Our estimate of exposure time is, therefore, based on the subject property's determined highest and best use in a market where there is evidence of demand for use of this type of space being offered at the property.

### MARKETING TIME

**Marketing time**, for the purpose of this report, is defined as:

"An estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal."<sup>\*</sup>

As with reasonable exposure time, the estimated marketing period is not intended to be a prediction of a date of sale or a one-line statement. The concept of marketing time encompasses other market conditions that may affect marketing, i.e., identification of typical buyers/sellers for type real estate involved and typical equity investment levels and/or financing terms. Therefore, reasonable marketing time is a function of price, use and anticipated market conditions such as changes in cost/availability of funds, not an isolated estimate of time. Marketing time occurs after effective date of market value estimate and takes into consideration such brokerage functions as advertising, arranging financing and marketing properties to particular investors. Estimates of both reasonable exposure time and marketing time are not predictions, rather only judgments made by the appraiser.

Properties similar to subject parcel would primarily appeal to farmers or developers of outdoor recreational uses due to location in a flood plain/flood way and a growing residential corridor, and with the steady economy in the area with future development potential. The proposed "land bank" sales of portions of the parcel appear to satisfy a large demand, due to the expansive development of land in the Douglas/Sarpy County areas that need to mitigate some flood zone land or wet lands. The market search done as part of this appraisal provided only limited data regarding marketing times for large tracts developed or with development potential; therefore, accurately estimating the exact time needed to market the subject land is somewhat difficult. Local commercial brokers reported marketing times for development land as typically ranging from 3-24 months. At the same time, demand in the entire metropolitan area is currently considered to exceed supply for most types of development acreage, which has been resulting in rising prices and/or shorter marketing times or both.

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<sup>†</sup> Uniform Standards of Professional Appraisal Practice, 1994 Edition, Washington, D.C.: The Appraisal Foundation, 1992, page 89 (G-7)

<sup>\*</sup> Statement on Appraisal Standards No. 6 (ASB Appraisal Foundation 9/16/92)

## HIGHEST AND BEST USE (CONTINUED)

### MARKETING TIME (CONTINUED)

Presently, the residential real estate market and demand for residential lots remains active fueled by rates slightly above the generational low interest rates of 2003-2004. Present rates on single-family housing have risen to the 6.0%-6.5% range with 15-30 year amortization and steady sales of both new and existing housing. (See Trend Analysis in the Addenda.) As a result, I concluded, that if the subject parcel were listed for sale, in the current market at a price near the appraised value, marketing time would be within 12 months. This estimate assumes the offering is placed with a competent broker active in the area and experienced with this type property. Commissions in the area for this type property typically range 5%-6% for tract sales.

The market also reacts more quickly to properties with attractive price/value ratios and tends to neglect properties, which are not perceived as realistically priced. The skill of the person(s) marketing the property can also influence the exposure time necessary to consummate a sale as well as the overall economic environment in which the subject exists. Therefore, the above estimated marketing period is considered reasonably well supported, but is obviously not guaranteed.

## DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach (also known as the Market Data Approach) is the process in which a market value estimate is derived by analyzing the market for similar properties and comparing these properties to the subject property. This approach is premised upon the principle of substitution, which suggests that a prudent person will not pay more to purchase a property than it will cost him or her to purchase an equally desirable substitute property. Another basic premise of the Direct Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.<sup>‡</sup>

The comparative analysis performed in this approach focuses on similarities and differences among properties and transactions observed in the market, which affect value. These similarities and differences then serve as points of comparison between the market data and the subject property. Typically, the major points of comparison are:

- Property Rights Conveyed
- Financing Terms
- Condition of Sale
- Time
- Physical Characteristics
- Economic Characteristics

A sale of a property that is an exact duplicate of the subject property would be an important and ideal indication of value. In reality, no two properties are exactly alike. As a result, an adjustment process is used when analyzing the major points of comparison.

The known sales with the greatest degree of comparability used in this analysis are adjusted for the difference between the comparable and the subject property. Adjustments are always made from the comparable to the subject property. For example, if the comparable property sold two years ago and market analysis suggests that prices have increased 5%, then the sale price of the comparable would be increased by 5% to give the indication of value for the subject. Conversely, if the comparable property was in a superior location as compared to the subject and this difference was estimated at 5%, a negative adjustment of 5% would be applied to the sale price of the comparable to give the indication of value for the subject. The adjustments for different physical and economic characteristics are handled in the same manner. Adjustments may be by percentages, dollar amounts, or both.

The following are descriptions of AG or DR land sales, which are (1) sold primarily for residential development, with no or minimal flood zone, and (2) with some flood plain/flood way contained within the development tract, which were analyzed separately for the respective values. Following the sale descriptions are adjustment, grids and rationale for the adjustments, with a conclusion of the subject's respective values.

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<sup>‡</sup> Appraisal of Real Estate, Eleventh Edition, Chicago, 1999

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #1

LOCATION: NEC of 120th & State Streets  
Omaha, Nebraska

LEGAL DESCRIPTION: E 1/4, Section 28, Township 16 North, Range 11, East of the 6<sup>th</sup> P.M.,  
Douglas County, Nebraska

GRANTOR: US Bank NA  
Ben Inc.

GRANTEE: Deer Creek Highlands LLC

DATE OF SALE: July 27, 2004

SIZE OF SITE: 189.25 acres

CONSIDERATION: \$2,847,000 cash to seller or \$30,088 per acre

CONFIRMATION: Appraisal file and Warranty Deed recorded in Douglas County  
Register of Deeds Office, Instrument #'s 2004-066253 and 2004-  
009257

ZONING/HIGHEST  
AND BEST USE: AG - Agricultural

REMARKS: This property is being developed for the Deer Creek Highlands,  
residential subdivision surrounding the new 9 hole golf course that is  
an expansion of the Players Club 18 hole course adjacent. None of  
the land is in a flood zone.



DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #2

LOCATION: South of 174<sup>th</sup> and Fort Streets  
Omaha, Nebraska

LEGAL DESCRIPTION: W ½ of NE ¼ and E ½ of NW ¼, Section 4, Township 15 North,  
Range 11, East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: HCN Limited Partnership  
c/o Herman C. Neuhaus

GRANTEE: Sagewood LLC c/o Mark Palmer, NP Dodge/Development

DATE OF SALE: May 11, 2004

SIZE OF SITE: 155.99 acres

CONSIDERATION: \$4,014,000± cash to seller or \$25,732 per acre

CONFIRMATION: Bob Horgan, Mark Palmer, appraisal file and Deed recorded in  
Douglas County Register of Deeds Office, Book 2005, Page 023438

ZONING/HIGHEST  
AND BEST USE: AG - Agricultural

REMARKS: This tract consists of a single parcel of land with approximately  
155.99 acres of land now developed as the Sagewood, single-phased  
residential subdivision to have a total of 440 lots. There will be 307  
traditional single-family lots, plus 51 townhouse and 82 duplex lots  
(2.82 total lots per usable acres after set backs from Fort Street for  
future road right of way and 65' wide "noise attenuation easement").  
A 50' to 86' wide electrical power line and gas pipeline easement  
abut the south side of the tract but should have minimal impact on the  
market value of the town home and duplex lots proposed to back up  
to those easements. None of the tract was in a flood zone.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #3

LOCATION: 4701 North 168<sup>th</sup> St, S of Fort St, between 156<sup>th</sup> & 168<sup>th</sup> Streets  
Omaha, Nebraska

LEGAL DESCRIPTION: Part of E 3/4 of S 1/2 of NW 1/4, Section 3, Township 15 North,  
Range 11, East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Horgan Development Company

GRANTEE: Celebrity Homes

DATE OF SALE: March 9, 2004

SIZE OF SITE: 200 acres

CONSIDERATION: \$8,000,000 cash to seller or \$40,000 per acre

CONFIRMATION: Warranty Deed recorded in Douglas County Register of Deeds Office,  
Book 2004, Page 30493

ZONING/HIGHEST  
AND BEST USE: AG - Development Reserve - Agricultural

REMARKS: This tract was improved with a good quality ranch style house, which  
will be razed for the new subdivision. Horgan development  
purchased it earlier this year for \$5,800,000 and had originally done  
all of the due diligence and was preparing to develop 416 lots,  
traditional home development for houses in the \$200,000 to \$250,000  
price range. However, Celebrity Homes has re-platted it for their  
typical "entry level" tract home development with 55' x 110' (average  
size) lots. None of the tract was in a flood zone.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #4

LOCATION: SE of 144<sup>th</sup> and Ida Streets  
Omaha, Nebraska

LEGAL DESCRIPTION: Part of NW ¼ of NW ¼, Section 36, Township 16, Range 11, East of  
the 6<sup>th</sup> P.M., Douglas County, Nebraska

PROPERTY RIGHTS  
CONVEYED: Fee Simple

GRANTOR: Melvin Tiedje

GRANTEE: Celebrity Homes, Inc.

DATE OF SALE: November 1, 2004

SIZE: Approximately 28.17 acres

CONSIDERATION: \$1,218,000 cash to seller or \$44,828 per acre

RECORDED: Warranty Deed recorded in Douglas County Register of Deeds Office,  
Book 2004, Page 131571

ZONING/HIGHEST  
AND BEST USE: Agricultural to Mixed Use

REMARKS: This tract was vacant at time of sale. Sewer, water and gas service  
were all available within ¼ mile in streets or nearby properties at the  
time of sale. The purchaser is planning to plat the tract into a  
residential/townhome subdivision for the exclusive use of Celebrity  
Homes, Inc. It was not located in a flood zone.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #5

LOCATION: NW of 156<sup>th</sup> and Fort Streets  
Omaha, Nebraska

LEGAL DESCRIPTION: Part of SW ¼ of SW ¼, Section 35, Township 16 North, Range 11,  
East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Neuhaus Farms 4 LLC

GRANTEE: Castle Creek Development LLC

DATE OF SALE: March 1, 2004

SIZE OF SITE: 77.28 acres

CONSIDERATION: \$3,042,000 cash to seller or \$40,732 per acre

CONFIRMATION: Grantee's office and Warranty Deed recorded in Douglas County  
Register of Deeds Office, Book 2004, Page 027286

ZONING/HIGHEST  
AND BEST USE: AG – Agricultural being rezoned to R4

REMARKS: This rolling cropland is east of Stone Creek and south of Stone Park.  
It is to be known as the Castle Creek subdivision to be developed and  
marketed by CBS/HOME Real Estate Company. Intensive rough  
grading was underway at the time of our recent inspection of the tract.  
All public utilities are adjacent to the tract. The tract was not located  
within a flood zone.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #6

LOCATION: NWQ of 156<sup>th</sup> & State Streets (both gravel roads at time of sale)  
Omaha, Nebraska

LEGAL DESCRIPTION: Part of the SE ¼ of Section 21, Township 16 North, Range 11, East  
of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Bernard Taulborg

GRANTEE: RPH Investments LLC

DATE OF SALE: December 17, 2004

SIZE OF SITE: 159 acres

CONSIDERATION: \$3,498,000 cash to seller or \$22,440 per acre

CONFIRMATION: Appraisal files, Bob Horgan for Grantee and Warranty Deed recorded  
in Douglas County Register of Deeds Office, Instrument #2004-  
174751

ZONING/HIGHEST  
AND BEST USE: AG - Agricultural

REMARKS: This property is now being developed for the mixed use Hanover  
Falls residential subdivision with paved street and utilities are  
adjacent and a waterfall feature at the primary entry near 176<sup>th</sup> and  
State Streets. Homes will be priced in the \$180,000 to \$250,000  
range similar to the Willows at 168<sup>th</sup> and Blondo Streets.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #7

LOCATION: Northwest side of 156<sup>th</sup> Street and Rainwood Road  
Bennington, Nebraska

LEGAL DESCRIPTION: Part of NE ¼, Section 22, Township 16, Range 11, East of the 6<sup>th</sup>  
P.M., Douglas County, Nebraska

GRANTOR: Larry and Karen Neuhaus  
Herb and Eunice Neuhaus  
Neuhaus Land Limited Partnership

GRANTEE: JH and CH Investments

DATE OF SALE: March 2, 2005

SIZE OF SITE: 159.566 acres less 3.683 acres for adjacent road right-of-ways or  
155.883 total usable acres

CONSIDERATION: \$3,586,000 cash to seller or \$23,004 per acre

CONFIRMATION: Appraisal files, Grantee's office (Bob Horgan) and Warranty Deed  
recorded in Douglas County Register of Deeds Office, Instrument  
#2005-023331-33

ZONING/HIGHEST  
AND BEST USE: Agricultural to Mixed-Use

REMARKS: This tract was vacant at time of sale. Sewer, water and gas services  
were available within one mile in streets or nearby properties at time  
of sale.



DIRECT SALES APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #8

LOCATION: 17455 Military Road  
Bennington, Nebraska

LEGAL DESCRIPTION: Part of W ½ of NE ¼, Section 21, Township 16 North, Range 11,  
East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Paul Pooley and wife  
Pooley Farms LLC  
Schmidt Family (75 acres)

GRANTEE: CH and JH Investments LLC (Clark and Julie Horgan)

DATE OF SALE: January 13, 2005

SIZE OF SITE: 240.04 acres; (includes Schmidt tract of 75 acres)

CONSIDERATION: \$2,770,000 cash to sellers or \$11,541 per acre

CONFIRMATION: Bob Horgan for Grantee, appraisal files, Warranty Deed recorded in  
Douglas County Register of Deeds Office, Book 2005, Pages 6169-70

ZONING/HIGHEST  
AND BEST USE: AG - Agricultural

REMARKS: This rolling cropland is proposed to be developed for a single-family  
residential subdivision. Utilities are nearby.

The Grantee then resold 162 acres to Catholic Cemeteries of the  
Archdiocese of Omaha for \$10,493/acre on June 17, 2005. This was  
not considered an arm's length sale as the Grantee was swapping a  
similar tract nearby (23-16-11) to gain a more suitable cemetery site.  
(See Land Sale #9.)

DIRECT SALES APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #9

LOCATION: 144<sup>th</sup> to 150<sup>th</sup>, State St. to Rainwood Rd. Douglas County, Nebraska

LEGAL DESCRIPTION: Lengthy, briefly described as part of SE ¼ of SW ¼ and SE ¼ of NW ¼, Section 23, Township 16 North, Range 11, East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: CH and JH Investments LLC  
Joel Englehart

GRANTEE: NS Heritage LLC (Allan Lozier)

DATE OF SALE: June 23, 2005 and August 8, 2005

SIZE OF SITE: 135.86 acres total

CONSIDERATION: \$3,263,000 cash to seller or \$24,017 per acre

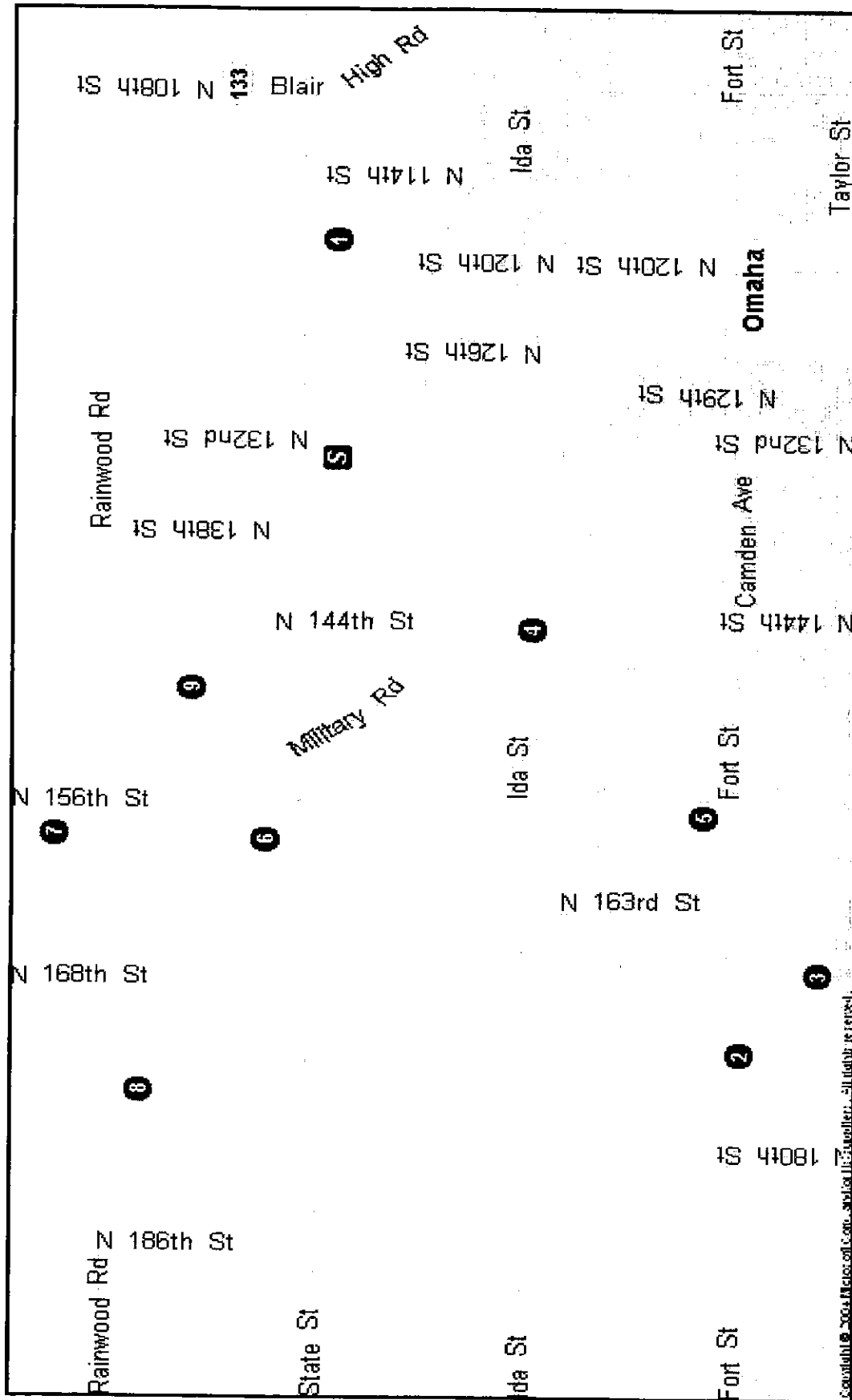
CONFIRMATION: Bob Horgan for Grantor and Warranty Deeds recorded in Douglas County Register of Deeds Office, Book 2005 Pages 72839, 097986

ZONING/HIGHEST AND BEST USE: AG, in transition to single-family residential

REMARKS: The tract, part of a 414 acre assemblage (265 acres or 64% net developable, after 149 acres of FW/FP acres, were reduced) is planned to be improved with grading and public utilities for a 1,000 lot, single family residential subdivision. Utilities are all nearby.

A tract was also acquired June 23, 2005, for \$3,000,000 by CH & JH Investments from Catholic Cemeteries in order to accommodate a "swap". (See remarks in previous Sale #8.)

# Non-Flood Zone Development Land Sales Map



## Land Sales Grid

\* Includes 25% of Flood Plain Fringe

## Land Sales Grid

\* Includes 25% of Flood Plain Fringe

# DIRECT SALES COMPARISON APPROACH (CONTINUED)

## Land Sales Grid

NON-FLOOD ZONE SALES	SUBJECT PROPERTY	SALE #7: NW 156 & Rainwood Road Bennington, Nebraska	SALE #8: 17455 Military Road Omaha, Nebraska	SALE #9: 144th -150th N. of State St. Omaha, Nebraska
SALE PRICE	PENDING	ADJUSTED	ADJUSTED	ADJUSTED
SALE PRICE/ACRE				
MARKET ADJUSTMENTS				
PROPERTY RIGHTS CONVEYED	Omaha, Nebraska			
FINANCING	\$1,250,000	\$3,586,000	\$2,770,000	\$3,263,000
CONDITION OF SALE	\$12,500	\$22,473	\$11,540	\$24,017
DATE OF SALE	Fee Simple	Fee Simple	Fee Simple	Fee Simple
	Cash	Cash	Cash	Cash
	Normal	Normal	Normal	Normal
	Jan-06	Mar-05	Sep-97	Jun-05
	(Inspection)			
PHYSICAL ADJUSTMENTS (LUMP-SUM)				
SITE SIZE (ACRES)	100±	159.566	240.04	135.86
LOCATION	Northwest	Northwest	Northwest	Northwest
HIGHEST & BEST USE	AG/FW Resid	AG-Resid.	AG-Resid.	DR to Res.
ACCESS/VISIBILITY	Average/Average	Avg/Avg	Avg/Avg	Avg/Good
BUILDABLE ACRES/% OF WHOLE	40 */40%	155/98%	238/98%	87/64%
NET PERCENTAGE LUMP SUM ADJUSTMENTS		-38%	-29%	-29%
FINAL ADJUSTED PRICE		\$2,267,786	\$2,307,410	\$2,381,990
FINAL ADJUSTED PRICE/Acre		\$14,212	\$9,613	\$17,533
TOTAL NET ADJUSTMENTS		-36%	-11%	-27%
TOTAL GROSS ADJUSTMENTS		52%	77%	35%

\* Includes 25% of Flood Plain Fringe



## DIRECT SALES COMPARISON APPROACH (CONTINUED)

### ADJUSTMENT RATIONALE, CONCLUSION AND FINAL ESTIMATE OF SITE VALUE

The preceding sales represent the most recent raw or undeveloped parcels known near the subject in competing areas of northwest Omaha. The price per acre of the parcel area was used as the unit of measurement, as these are the typical units of measurement used by the market in buying and/or selling decisions.

#### Adjustments for Market Conditions:

Adjustments required (on preceding grids) for various uses were based on matching pairs of comparables from this report and others I have conducted. Adjustments were assigned on a varying degree of superiority and/or inferiority compared to the subject's parcel. For market adjustments, compounded individual adjustments were used with a lump sum of all physical adjustments was made.

Adjustments were considered but not required for property rights conveyed, financing, or condition of sale, as all the comparables were considered typical transactions for this market.

Adjustments were made for the date of sale. Because this area is steadily developing, sale prices have increased over time. Analysis of these and other known lands sales indicate a steady increase in values in the immediate area over the last few years, which suggests at least a 3% adjustment annually since 2002, when, in our opinion, the growth of the economy resumed the strong pace of annual appreciation after the stabilization of prices during 2001. Adjustments were then assigned accordingly.

#### Adjustments for Physical Conditions:

Adjustments for size were considered for all the comparable properties. In the Omaha market, a smaller sized parcel generally sells at a higher unit value than do larger parcels and vice versa, due to market's perceived economies of scale. Market extractions suggested a 1% per 10 acres of size difference adjustment, as compared to the subject's 100± acres (whole size), were then applied accordingly.

Adjustments for location were considered and it appears that the sales are all in northwest Omaha, so no adjustments were considered to be needed.

Adjustments for zoning/highest and best use were considered. Agricultural or Development Reserve tract sales with similar development potential as the subject's probable residential/limited commercial zoning did not require adjustments. Adjustments were considered necessary however for the differing development potential allowed (or in this case, as not allowed by the FP/FW zoning). Market extractions were applied accordingly.

Adjustments were also considered for access/visibility. Sales were considered for their accessibility and visibility to surrounding traffic and to or from non-conforming residential use. All the sales were considered to have equal or slightly superior ratings. Adjustments were applied based upon their combined access/visibility ratings extracted from market data.

Adjustments were also considered for buildable acreage size as compared to the subject's 37± useable acres not in the flood zone plus 4 acres (25% of flood plain fringe allowed by the City of Omaha). Market extractions again suggested a 1% for every 10 acres of size difference. Corresponding adjustments were then made for the sales with partial flood zone affecting a percentage of the whole site.

## DIRECT SALES COMPARISON APPROACH (CONTINUED)

### ADJUSTMENT RATIONALE (CONTINUED)

Before adjustment the range of sale prices was \$11,540/acre to \$40,000/acre.

After adjustments, the indicated value per acre ranged from \$9,613/acre in Sale #8 to \$25,200/acre in Sale #3. All the sales required adjustments, with net adjustments ranging from -11% to -44%, and gross adjustments ranging from 35% to 77%. The average sale price, for statistical consideration only, was a rounded \$18,887/acre.

Generally, the sale or sales requiring the smallest net and/or gross adjustments are the best indicators of value. Sale #9, the most recent with the smallest amount of adjustments at \$17,533/acre, was given the greatest weight in the final conclusion with the bracketing support from all of the other sales.

The remaining sales formed two distinct groupings of indicated values. Sales #1-#5 indicated a value range of \$20,339/acre to \$25,200/acre. They also exhibited the largest overall adjustments, so were given secondary weight in the final conclusion.

The other group, Sales #6-#8, proposed to be used for residential subdivisions ranged in value from \$9,613/acre to \$14,956/acre and required some of the more modest adjustments so were also given some weight in the downward rounding of the final conclusion.

One pending sale of 414 acres (see reference to Sale #9) across State Street to the north of the subject is scheduled to close at the end of January 2006 for \$5.5 million. This assemblage will have 265 acres of net buildable acreage, which indicates a price per acre of buildable area at \$20,754, which also supports the non-flood plain range of values just described, and an overall combined land value of over \$13,285/acre for a whole parcel where both flood plain and flood way lands are included.

The subject's whole tract, including the 62%± Flood Way and Flood Plain area, is currently pending sale at \$12,500/acre with all but one of the adjusted sale prices, including adjustments for buildable area, being well above the \$12,500/acre pending sale of the subject's whole tract, the pending sale was considered to be well below market value.

Few if any listings of these types of undeveloped parcels are known in northwest Omaha as developers generally are buying them before they come available on the market or shortly after they are listed for sale.

Therefore, based on the foregoing market data and analysis, it is my opinion that the Market Value of the subject's 100± acre tract, including the 63.432 acres of Flood Plain and Flood Way, is a rounded \$17,000/acre.

<u>Size</u>	x	<u>Estimated Land Value</u>	=	<u>Indicated Value</u>
100± acres	x	\$17,000/acre	=	\$1,700,000

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #10

LOCATION: NW of 168<sup>th</sup> St. & West Maple Rd. (with approximately 10 acres of floodplain/floodway area along the east side)  
Omaha, Nebraska

LEGAL DESCRIPTION: Part of E 1/2 of SW 1/4, Section 04, Township 15 North, Range 11, East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Thomsen Mile LLC

GRANTEE: Suncrest LLC  
c/o NP Dodge Real Estate Sales, Inc.

DATE OF SALE: January 15, 2003

SIZE OF SITE: 45.3 acres

CONSIDERATION: \$1,245,750 cash to seller or \$27,500 per acre

<u>Allocated values</u>		
Flood Way 4 acres @ \$3,000/acre	=	\$36,000
Flood Plain 6 acres @ \$25,125/acre	=	\$150,750
Non-flood area 35.3 acres @ \$30,000/acre	=	<u>\$1,059,000</u>
		\$1,245,750

CONFIRMATION: Mark Palmer for the Grantee

ZONING/HIGHEST AND BEST USE: AG - Agricultural

REMARKS: This land is now developed with the Suncrest residential development with 124 single-family lots, 19 villa lots and 11 duplex townhomes.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

LAND SALE #11

LOCATION: 11720 Stonegate Circle  
Omaha, Nebraska

LEGAL DESCRIPTION: Lot 2, the Meadowlands, a subdivision as surveyed, platted and recorded in Omaha, Douglas County, Nebraska

GRANTOR: Carol and Natalie Gendler

GRANTEE: McGregor Interests Stonegate LLC

DATE OF SALE: August 6, 2004

SIZE OF TRACT: 10.21 acres of total size of which 4.21± acres were in the Flood Way or Flood Plain of the adjacent Papillion Creek

CONSIDERATION: \$600,000 cash to seller or \$1.55/SF or \$67,518/acre

Allocated values

Flood Way 2.21 acres @ \$3,000/acre	=	\$6,630
Flood Plain 2.00 acres @ \$61,461/acre or \$1.41/SF	=	\$122,922
Non-flood area 6 acres @ \$1.80/SF or \$78,408/acre	=	<u>\$470,448</u>
		\$600,000

CONFIRMATION: Grantee, Appraiser files and Warranty Deed recorded in Douglas County Register of Deeds Office, Book 2004, Page 107305

ZONING/HIGHEST AND BEST USE: LI, FP – Limited Industrial, Flood Plain

REMARKS: Interior access to the platted lot is available from only one curb cut along Stonegate Circle and was therefore considered to be average to fair access for commercial utilization. This site is now improved with two modern flex office/warehouse buildings with room for a third “warehouse to be built” where outside storage and parking is possible in the flood plain areas.

## DIRECT SALES COMPARISON APPROACH (CONTINUED)

### LAND SALE #12

LOCATION: NWQ Sorensen Parkway & Wenninghoff Road  
Omaha, Nebraska

LEGAL DESCRIPTION: Tax Lot 2 in NE ¼ of NE ¼, Section 34, Township 16, Range 12, East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Frank Snyder/Thomas Penke

GRANTEE: Double D Excavating

DATE OF SALE: March 21, 2002

SIZE OF SITE: 184 acres

CONSIDERATION: \$366,000 cash to seller or \$1,989 per acre

<u>Allocated values</u>		
Flood Way 3.0 acres @ \$3,000/acre	=	\$9,000
Flood Plain 24.6 acres @ \$1,207/acre	=	\$29,700
Non-flood area 159.4 acres @ \$2,053/acre	=	<u>\$327,300</u>
		\$366,000

CONFIRMATION: Grantee to Rick See and Warranty Deed recorded in Douglas County Register of Deeds Office, Book 2206, Pages 474 and 479

ZONING/HIGHEST AND BEST USE: DR-FP – Development Reserve-Flood Plain

REMARKS: This site was purchased by the grantee for the development of a light industrial subdivision with approximately 15% (27.6 acres) of the parcel in the Flood Plain/Flood Way of the adjacent Little Papillion Creek. Its steep slope above the Flood Plain necessitated considerable cutting, some of which was used to fill the allowable fringe area of the flood plain with the balance sold and removed by the buyer's excavating company.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

LAND SALE #13

LOCATION: Between 126<sup>th</sup> to 132<sup>nd</sup> Streets north of Winchester Heights,  
Douglas County, Nebraska

LEGAL DESCRIPTION: Lengthy; briefly described as part of SE ¼ of NW ¼, Section 31,  
Township 16 North, Range 12, East of the 6<sup>th</sup> P.M., Douglas County,  
Nebraska

GRANTOR: Lee Camenzind

GRANTEE: Hearthstone Homes (CSI)

DATE OF SALE: March 31, 1999

SIZE OF SITE: 42.071 acres

CONSIDERATION: \$833,000 cash to seller or \$19,800 per acre

Allocated values

Flood Way 15 acres @ \$3,000/acre	=	\$45,000
Flood Plain 6 acres @ \$18,954/acre	=	\$113,728
Non-flood area 21.071 acres @ \$32,000/acre	=	<u>\$674,272</u>
		\$833,000

CONFIRMATION: Warranty Deed recorded in Douglas County Register of Deeds Office,  
Book 2119, Page 21

ZONING/HIGHEST  
AND BEST USE: DR-FP Development Reserve-Flood Plain, in transition to single-  
family residential. Approximately 6 acres were in the Flood Plain but  
25%± was filled for development of the residential subdivision.

REMARKS: This property has been improved with public utilities for a residential  
subdivision known as Cedar Brook.

DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #14

LOCATION: SE of 120<sup>th</sup> & Blondo  
Omaha, Nebraska

LEGAL DESCRIPTION: Part of NW and SW 1/4 of SW 1/4, Section 17, Township 15 North,  
Range 12, East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: John & Herbert Davis, Deborah White & Friesland Farms

GRANTEE: GMT, LLC

DATE OF SALE: July 22-30, 2004

SIZE OF SITE: 139.15 acres; however, 21 acres of this site are located in the  
floodway and 26 acres were in the flood plain of adjacent Papio  
Creek, so the buildable site size was estimated at a rounded 105 acres.

CONSIDERATION: \$8,248,000 (adjusted "land only" value) cash to seller or \$59,274/acre  
of the whole site

Allocated values

Flood Way 21 acres @ \$3,000/acre	=	\$63,000
Flood Plain 26 acres @ \$21,472/acre	=	\$558,297
Non-flood area 92.15 acres @ \$1.90/SF or \$82,764/acre	=	<u>\$7,626,702</u> \$8,248,000

CONFIRMATION: Broker and Warranty Deed recorded in Douglas County Register of  
Deeds Office, Book 2004, Pages 101106-101111

ZONING/HIGHEST  
AND BEST USE: DR – Development Reserve

REMARKS: The total sales price was reported as \$9,500,000; however, this sale  
price included an allocated \$675,000 for an indoor tennis center and  
approximately \$577,000 for personal property, liquor licenses, etc.

This property will reportedly continue to operate as a golf  
course/tennis facility for several more years before any re-  
development is planned.



DIRECT SALES COMPARISON APPROACH (CONTINUED)

DEVELOPMENT LAND SALE #15

LOCATION: NW Quadrant 25<sup>th</sup> & Highway 370  
Bellevue, Nebraska

LEGAL DESCRIPTION: Part of Tax Lots 1 & 12, Section 33, Township 14 North, Range 13,  
East of the 6<sup>th</sup> P.M., Douglas County, Nebraska

GRANTOR: Earl and Evelyn Schwessler

GRANTEE: Daniell Crossing

DATE OF SALE: June 12, 2001

SIZE OF SITE: 106.93 acres, usable site size was estimated at a rounded 98 acres.

CONSIDERATION: \$640,000 cash to seller or \$65,306 per acre

Allocated values

Flood Way 90 acres @ \$3,000/acre	=	\$270,000
Flood Plain 8 acres @ \$ 46,250/acre	=	<u>\$370,000</u>
		\$640,000

CONFIRMATION: Grantee and Warranty Deed recorded in Sarpy County Register of  
Deeds Office, Instrument #2001-17596

ZONING/HIGHEST  
AND BEST USE: AG Bellevue

REMARKS: This property was all flood way or flood plain and subsequently the  
allowed Flood Plain area that was filled and partially developed with  
Daniell Crossing commercial subdivision.

## DIRECT SALES COMPARISON APPROACH (CONTINUED)

Several older or significantly different sales of flood zone land in Sarpy County were also considered, but not detailed in this report. They are summarized as follows for support of some of the general conclusions made throughout this report.

	<u>Location</u>	<u>Date of Sale</u>	<u>Acres (FW/FP)</u>	<u>Sales Price</u>	<u>Price/Acre</u>	<u>Remarks</u>
16.	SE 114 <sup>th</sup> & Giles W. LaVista, NE	March 2000	132.1585	\$1,520,922	\$11,508	A large portion of the site was in the Flood Plain, now partially filled for Oriental Trading Company's warehouse development
17.	SE of 96 <sup>th</sup> & Cornhusker, Papillion, NE	May 8, 2003	23.78	\$350,000	\$17,754	The tract with all but one acre in the flood way and flood plain was filled, rezoned and resold in April, 2004 for the adjacent owner's development at \$30,000/acre
18.	96 <sup>th</sup> & Cornhusker, Papillion	April 12, 2004	6.73	\$42,150	\$6,263	This parcel was entirely in the FW/FP. It abuts the Papillion Creek and was purchased by the NRD for channelization and recreational or trail purposes. Sale was part of an "exchange of Land" agreement

This is a detailed street map of Omaha, Nebraska, and its surrounding areas. The map shows major highways, including Interstate 480 (I-480) and Interstate 80 (I-80), as well as various state and local roads. Key landmarks and locations labeled include Council Bluffs, Papillion, Gretna, Bellevue, and the Missouri River. The map also shows the Pottawattamie County line and the Fontenelle Forest. The map is oriented with North at the top.

*Mitchell & Associates*  
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## Land Sales Grid

**62.432 Acre Parcel of FW/FP Land**  
**S & W 132<sup>nd</sup> & State Streets**  
**Omaha, Nebraska**

# DIRECT SALES COMPARISON APPROACH (CONTINUED)

## Land Sales Grid

FLOOD ZONE SALES		SUBJECT PROPERTY	SALE #13: 126 N. of Winchester Hgts Omaha, Nebraska	SALE #14: SE 120th & Blondo Street Omaha, Nebraska	SALE #15: NWQ 25th & Hwy 370 Omaha, Nebraska
SALE PRICE	PENDING	SW 132nd & State St Omaha, Nebraska Acres	ADJUSTED	ADJUSTED	ADJUSTED
SALE PRICE/ACRE-WHOLE	\$1,250,000 \$12,560/acre		\$833,000 \$19,800	\$8,248,000 \$59,274	\$640,000 \$6,531
FLOOD WAY/Acre (Allocated)		44.35	\$3,000 15.00	\$3,000 21.00	\$3,000 90.00
FLOOD PLAIN/Acre (Extrapolated after FW and non Flood zone)		18.08	\$18,954 6.00	\$21,472 26.00	\$46,250 8,000
Non FP/FW FLOOD PLAIN (Estimated from known sales)		37.57	\$32,000 21.071	\$82,764 92.50	\$0 0.00
<b>MARKET ADJUSTMENTS</b>					
PROPERTY RIGHTS CONVEYED		Fee Simple	Fee Simple	Fee Simple	Fee Simple
FINANCING		Cash	\$833,000 0%	\$8,248,000 0%	\$640,000 0%
CONDITION OF SALE		Normal	\$833,000 0%	\$8,248,000 0%	\$640,000 0%
DATE OF SALE		Jan-06 (Inspection)	\$833,000 17%	\$8,248,000 4%	\$640,000 8%
<b>PHYSICAL ADJUSTMENTS</b>					
SITE SIZE (ACRES)	62.432	62.432	\$974,610	\$8,577,920	\$691,200
LOCATION	FP/FW ONLY	Northwest	42.07	139.15	98.00
HIGHEST & BEST USE	AG/ Partial Resid	AG/Resid	Northwest	NW/Dodge St	Northwest
NET PERCENTAGE LUMP SUM ADJUSTMENTS			0%	0%	-15%
FINAL ADJUSTED PRICE			-4%	-46%	4%
FINAL ADJUSTED PRICE/Acre OVERALL			\$935,626	\$4,632,077	\$718,848
TOTAL NET ADJUSTMENTS			\$22,240	\$33,288	\$7,335
TOTAL GROSS ADJUSTMENTS			13%	-42%	12%
			21%	50%	42%

## DIRECT SALES COMPARISON APPROACH (CONTINUED)

### ADJUSTMENT RATIONALE, CONCLUSION AND FINAL ESTIMATE OF SITE VALUE

The preceding sales represent the most recent raw or undeveloped parcels known near subject in competing areas of northwest Omaha. The price per acre was used as the unit of measurement, as these are the typical units of measurement used by the market in buying and/or selling decisions.

#### Adjustments for Market Conditions:

Adjustments required on preceding grids for various market conditions and physical conditions were assigned similar to those described in the non-flood zone land sales.

After the whole sale price and price per acre were stated, the Flood Way lands were all allocated at the rounded \$3,000/acre due to the lack of arm's length sales as discussed in the Scope of Report. The Flood Plain values were then extrapolated from the Flood Way total value plus the non-flood zone land value of each sale that were estimated from the previous non-flood area parcel sales and an iterative analysis summarized on a following page that indicates a value of \$29,676/acre, which I rounded to \$30,000/acre. The total was then subtracted from the total sales price of each particular sale, and with that number being divided by the flood plain acres size to arrive at a flood plain price per acre estimate.

After adjustments that were applied to the whole parcel, the indicated value per acre ranged from \$1,811/acre in Sale #12 to \$33,288 acre in Sale #14. All the sales required adjustments, with net adjustments ranging from -42% to 12%, and gross adjustments ranging from 14% to 50%. The primary reason for such a broad range of indicated values appears to me to relate to the diverse ratio of sizes between FW, FP and non-flood zone lands in each sale. But since these are the only indicators/sales known to be available, they were considered reasonable support for my conclusion.

After adjustments, the indicated value per acre, not on the grids, of the flood plain land ranged from \$1,098/acre in Sale #12 to \$51,948/acre in Sale #15. The average sale price, for statistical analysis only was \$26,955/acre and closely supports the calculated value of the subject's flood plain land based upon the pending sale priced of the whole parcel.

After adjustments, the indicated value per acre of the non-flood zone land ranged from \$1,868/acre in Sale #12 to \$46,480/acre in Sale #14. Sale #13, nearest the subject, generally supported the range of values observed in the earlier non-flood zone sales analysis, while all of the others but Sales #12 and #15 are well above the range of the earlier sales indications, but also are located in superior locations, near primary arterials and are generally locations preferred by the market at this time as compared to the subject's northwest fringe location.

Again, the sale or sales with the smallest amount of net and/or gross adjustments are generally the best indicators of value. Sale #10 adjusted to \$30,593 (in file) for the flood plain land had the smallest amount of overall adjustments so was given the greatest weight in the final conclusion.

No listings of these types of undeveloped parcels with Flood Plain or Flood Way are known in northwest Omaha as developers generally are buying them before they come available on the market or shortly after they are listed for sale.

Therefore, based on the foregoing market data and analysis, it is my opinion that the Market Value of the subject's 18.08 acre Flood Plain Area is a rounded \$25,000/acre.

## DIRECT SALES COMPARISON APPROACH (CONTINUED)

### ADJUSTMENT RATIONALE (CONTINUED)

Based upon the allocation of the Flood Way land at \$3,000/acre and the Flood Plain land at the estimated \$25,000/acre, the indicated value of the non-flood zone's 37.57± acres could be extrapolated as follows:

<u>Type of Use</u>	<u>Acres</u>		<u>Estimated Value</u>		
FW	44.35	x	\$3,000	=	\$133,050
FP	18.08	x	\$25,000	=	\$452,050
Non-Flood	<u>37.57</u>	x	<u>\$29,676</u>	=	<u>\$1,114,950</u>
	100±	x	\$17,000	=	\$1,700,000
(Earlier Estimate of the Whole)					

The indicated value of \$29,676 for the non-flood zone land, rounded to \$30,000/acres, was also used in an iterative process for the earlier estimate of the subject's whole site value.

Summary of current and future overall flood zone estimated values for the subject's 62.432 acres:

Flood Plain	\$25,000/acre	x	18.08 acres	=	\$452,000
Flood Way	\$3,000/acre	x	44.352 acres	=	<u>\$133,056</u>
					\$585,056
Average overall value for 62.432 acres					= \$9,371/acre

The holding costs being paid by the seller (Horgan Development and normal appreciation, as estimated in the Sales Comparison adjustment section of this report, as of June 14, 2007 (16 months from January 2005), can be estimated as follows:

#### Plus:

Appreciation:	\$585,056	x	3%/year annual appreciation from Jan '06 to June '07	=	<u>\$23,402.24</u>	=	\$374.84/acre
Plus: Real Estate Taxes	\$1,080.26 (for 2006)		\$90.02 x 16 mos.	=	<u>\$1,440</u>	=	\$23.00/acre
Plus: Interest paid on land loan	7.5% annual on \$311,160	x	(12 mos. from June 14, 2006 to June 14, 2007)	=	<u>\$23,337</u>	=	<u>\$373.80/acre</u>
							\$10,142.64
							Rounded \$10,100/acre



## RECONCILIATION AND FINAL ESTIMATE OF VALUE

Reconciliation is the process of coordinating and integrating related factors to form a conclusion regarding the Market Value of the subject. Each of the three appraisal approaches was considered as to their adequacy, accuracy and overall reliability. The following estimates were based on the subject's highest and best use in this report and were primarily based on available market data furnished by others and by the owner of the property.

Indicated Value via the Cost Approach

Not Applicable

Indicated Value via the Direct Sales Comparison Approach

Entire 100± acre tract at \$17,000/acre	
Individual Flood Plain land at \$25,000/acre x 18.08 acres =	\$452,000
Individual Flood Way land at an allocated \$3,000/acre x 44.352 acres =	<u>\$133,056</u>
Overall average \$9,371/acre	\$585,056

Future value considering abatement of normal holding costs until June 14, 2007 = \$10,100/acre

Indicated Value via the Income Capitalization Approach

Not Applicable

The Cost Approach uses the replacement cost method of determining the new replacement cost of the improvements. Since there are no improvements on the subject site, the approach was not considered applicable.

The Direct Sales Comparison Approach compares the sales of similar lots. Adjustments are made for the variations from the subject based on available market data. As several current comparable sales exist suggesting an active market and with lack of data from the other two approaches, this approach was given the only weight in the final estimate.

The Income Capitalization Approach was considered but could not be used in this report, as no market data regarding land rents and expenses were available.

However, it must also be noted as a Special Condition of this appraisal that purchasers and sellers of large tracts where flood plain and flood way lands are a part, such as the subject's whole tract of 100± acres, are not known to separate or allocate values of the respective flood zones when negotiating a purchase or sale. Rather, they rely on a single price per usable acre, such as the \$12,500/acre being paid by the purchaser of the subject's whole site; or the \$13,285/acre for the pending sale of 414 acres (referenced on page 45) just north of 138<sup>th</sup> and State Street; or the \$59,274/acre paid for the Miracle Hills Golf Course with 47 of its 139 acres in flood way/flood plain (see Sale #14).

Therefore, conditional only upon our standard Certification, Assumptions & Limiting Conditions, the estimated marketing time and the hypothetical assumption that buyers and sellers would use an allocation and mathematical calculation as used in this report, I estimate the individual Market Value of the respective parcels, as of January 16, 2006, at:

\$17,000/acre for the whole 100± acre tract

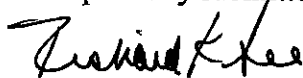
\$25,000/acre for the flood plain x 18.080 acres = \$452,000

\$3,000/acre for the flood way x 44.352 acres = \$133,056

Total 62.432 acres \$585,056 (Overall average \$9,371/acre)

Furthermore, based upon normal rates of appreciation plus the hypothetical assumption of abatement of normal holding costs such as real estate taxes and interest on a loan, the average value per acre of the flood zone lands as of June 14, 2007, is estimated at a rounded \$10,100/acre.

Respectfully submitted,



Richard K. See

General Certified Appraiser - NE CG920143

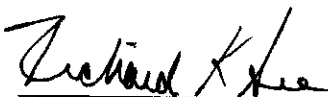
## APPRAISER'S CERTIFICATION

The Appraiser certifies and agrees that:

1. The Appraiser has taken into consideration the factors that have an impact on value in developing the estimate of market value in the appraisal report. The Appraiser has not knowingly withheld any significant information from the appraisal report and believes, to the best of his knowledge, that all statements and information in the appraisal report are true and correct.
2. The Appraiser states in the appraisal report only his personal, unbiased, and professional analysis, opinions and conclusions, which are subject only to the contingent and limiting conditions specified.
3. The Appraiser has no present or prospective interest in the property that is the subject of this report, and has no present or prospective personal interest or bias with respect to the participants in the sale. The Appraiser did not base, either partially or completely, his analysis and/or estimate of market value in the appraisal report on the race, color, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
4. The Appraiser has no present or contemplated future interest in the subject property, and neither his current nor future employment nor his compensation for performing this appraisal is contingent on the appraised value of the property. Neither our engagement to make this appraisal (or any future appraisals for this client), no any compensation therefore, are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. The Appraiser was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive his compensation and/or employment for performing the appraisal. The Appraiser did not base the appraisal report on a request minimum valuation, a specific valuation, nor the need to approve a specific mortgage loan.
6. The Appraiser performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice, which were approved and published by the Appraisal Standards Board of the Appraisal Foundation as of December 31, 1990, with the exception of the departure provision of those Standards, which does not apply to this report. The Appraiser acknowledges that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate developed is consistent with the marketing time noted in the neighborhood and Highest and Best Use sections of this report, unless otherwise stated in the reconciliation section.
7. The Appraiser has personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. The Appraiser further certifies that he has noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which he is aware and has made adjustments for these adverse conditions in the analysis of the property value to the extent that he has market evidence to support them. The Appraiser has also commented about the effect of the adverse conditions on the marketability of the subject property.
8. The Appraiser personally prepared all conclusions and opinions about real estate that were set forth in the appraisal report. If the Appraiser relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, he has named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. The Appraiser certifies that any individual so named is qualified to perform the tasks. The Appraiser has not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, the Appraiser will take no responsibility for it.
9. The Appraiser certifies that, to the best of his knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Appraisal Practice.
10. The Appraiser certifies that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report I, Richard K. See; have completed the requirements of the continuing education program of the Appraisal Institute.
12. The appraiser certifies that he is not involved in a lawsuit regarding fraud or negligence pertaining to an appraisal he has completed. The appraiser also states that he has appraised similar properties in this area before.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: The Appraiser directly supervised the appraiser who prepared the appraisal report, has reviewed the appraisal report, agrees with the statements and conclusions of the appraiser, and is taking full responsibility for the appraisal and the appraisal report.

**APPRAISERS:**



Richard K. See - NE CG920143

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been based on the following limiting conditions:

For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.

No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.

The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.

The appraisers assume no responsibility for economic or physical factors which may affect the opinions in this report which occur after the date of the letter transmitting the report or which cause unpredictable changes. Events such as (but not limited to) natural disasters, wars and economic calamities are examples of such factors.

The appraisers reserve the right to make such adjustments to the analysis, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

No opinion as to title is rendered. Data relating to ownership and legal description was obtained from county records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

If no title policy was made available to the appraiser, they assume no responsibility for such items of record not disclosed by their customary investigation.

The appraisers assume no responsibility for hidden or non-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.

The property is appraised assuming it to be in full compliance with all applicable federal, state and local environmental regulations and laws, unless otherwise stated.

The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

The property is appraised assuming that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.

No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.

No opinion is expressed as to the value of subsurface oil, gas or mineral rights whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.

Maps, plats, and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

No opinion is intended to be expressed for matters, which require legal expertise or specialized investigation, or knowledge beyond that customarily employed by real estate appraisers.

Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with the proper written qualification and only in its entirety.

Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made in a reasonable time in advance.

The appraisers have personally inspected the subject property and find no obvious evidence of structural deficiencies, except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.

## ASSUMPTIONS AND LIMITING CONDITIONS (CONTINUED)

No consideration has been given in this appraisal as to the value of the property located on the premises considered by the appraiser to be personal property, nor has he given consideration to the cost of moving or relocating such personal property; only the real property has been considered.

Information obtained for use in this appraisal is believed to be true and correct to the best of our ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.

Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Institute of Real Estate Appraisers.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or firm with which he is connected, or any reference to the American Institute of Real Estate Appraisers or to the MAI or RM designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without prior written consent and approval of the appraiser.

Comments concerning the location, neighborhood, trends, construction quality and costs of the property appraised herein represent the opinion of the appraiser formed after examination and study of the subject property.

This appraisal represents the independent opinion of the appraiser free from any commitments and free from any present or expected future interest in the property, with the sole compensation for the employment being a fair professional fee.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

# **ADDENDA**



## MITCHELL & ASSOCIATES, INC.

ROBERT F. MITCHELL, SR., 1893-1983

ROBERT F. MITCHELL, JR., SRPA  
R. GREGG MITCHELL, SRA  
RICHARD K. SEE  
D. RICK WHITESIDES, MAI, SRA  
W. BRUCE WILKIE  
BETH A. ANDERSEN

RICHARD C. WITTMANN  
KEVIN P. HERMSEN  
DAVID C. WELLSANDT  
BRIAN D. WILSON  
TINA M. GOTTO  
JOEL W. PERRY

### APPRAISER'S QUALIFICATIONS

#### **Richard K. (Rick) See**

##### EDUCATION:

- 1978 Graduate of the Realtors Institute of Nebraska, GRI
- 1969 Graduate of the University of Nebraska-Lincoln with a Bachelor of Science in Business Administration
- 1963 Graduate of Omaha North High School

##### Completed or passed the following courses and examinations relating to real estate appraisals:

- 2000 HUD training on Preparing, Submitting & Reviewing Rent Comparability Studies
- 1995-2005 Commercial Real Estate Workshops
- 1996 Highest and Best Use Analysis -AI-
- 1996 Course 403 - Easement Valuation - International Right of Way Association -AI-
- 1994 Valuation of Contaminated Properties - International Right-of-Way Association -AI-
- 1993 Commercial/Industrial Demonstration Report Writing Seminar -AI-
- 1992 Code of Ethics and Standards of Professional Practice -AI-
- 1991- Nebraska Certified General Appraiser's License Exam (September)  
Standards of Professional Practice (USPAP) Parts A&B Part C in 1997,2000 -AI-
- 1989 Preparation and Use of the UCIAR Form -AIREA-  
Valuation Analysis and Report Writing -AIREA-  
Case Studies in Real Estate Valuation -AIREA-  
Capitalization Theories-Parts A & B -AIREA-
- 1988 Appraisal Principles -AIREA-
- 1987 Basic Valuation Theory -AIREA-
- 1987 FHLBB R-41-C Seminar; Standards of Professional Practice -AIREA-
- 1983-84 Realtors National Marketing Institute Commercial-Investment 101 & 102 -NAR-

PROFESSIONAL:

Licensed Real Estate Appraiser, Nebraska 1980, Iowa 1994; currently General Certified in both States

Licensed Real Estate Salesman - 1971      Currently Licensed Real Estate Broker, Nebraska

Actively involved in the Brokerage and Appraisal of Commercial, Investment, and Industrial Real Estate at Investors Realty, Inc., 1983-1986

Associate Member of the Appraisal Institute

National Association of Independent Fee Appraisers, earned both the IFA and IFAS Designations but I am not currently active

MEMBER:

Omaha Board of Realtors; Commercial Investment Council - Elected Director, 1997 President, and active committee member; Nebraska Real Estate Association; National Association of Realtors.

Areas of appraisal experience include most types of commercial; industrial; special use; agricultural; residential; right-of-way; litigation testimony; HUD Rent Comparability Studies; Ad Valorem tax appeals in Nebraska and Iowa.

PARTIAL LIST OF CLIENTS SERVED:

Daisley Ruff Financial  
Lutheran Brotherhood Life Insurance Co.  
Business Men's Assurance (BMA)  
    of Kansas City  
Columbian Mutual Life Insurance  
Allianze Life Insurance Company  
U.S. Bank  
Wells Fargo Bank  
American National Bank  
Pinnacle Bank  
Omaha State Bank  
Great Western Banks  
Security National Bank  
Nebraska State Bank  
Gateway Community Bank  
American Interstate Bank  
First Federal Savings Bank-LaCrosse, WI  
First Federal Savings Bank-Sioux Falls

First Federal of Lincoln  
First National Bank of Omaha  
Union Bank and Trust  
Cabela's, Inc.  
Greater Omaha Chamber of Commerce  
Oriental Trading Company  
U.S. Department of Housing and  
    Urban Development  
American Financial Products (AFP)  
NuStyle Development  
CBS/Home Development  
AmeriSphere Multi-Family Finance  
Nebraska Department of Roads  
Nebraska Attorney General's Office  
Numerous local attorneys  
Numerous local real estate brokers  
Real Estate Recovery, Inc.

ALL ADDRESS CHANGES, EITHER BUSINESS OR RESIDENCE,  
MUST BE REPORTED TO THE APPRAISER BOARD IMMEDIATELY.

**\$25 FEDERAL REGISTRY FEE RECEIPT**

**000128**

**RICHARD K SEE  
MITCHELL & ASSOCIATES  
14611 W CENTER RD  
OMAHA NE 68144**

**CE: 05-06**

*Richard K See*

SIGNATURE OF APPRAISER

DO NOT DETACH

CARD NO. **128** **State of Nebraska** **2006** FEE PAID **\$175**  
REAL ESTATE APPRAISER BOARD  
LINCOLN, NEBRASKA

This is to certify that the individual named is a **CG920143**

**CERTIFIED GENERAL REAL ESTATE APPRAISER,**

until December 31, 2006 unless sooner suspended or revoked as provided by law.

**932 ELDORADO DR  
OMAHA NE 68154**

NEBRASKA REAL ESTATE APPRAISER BOARD

*Jeff M. Skotkin*

DIRECTOR

ISSUED  
MO. DAY YEAR  
**1/1/2006**

NOT TRANSFERABLE

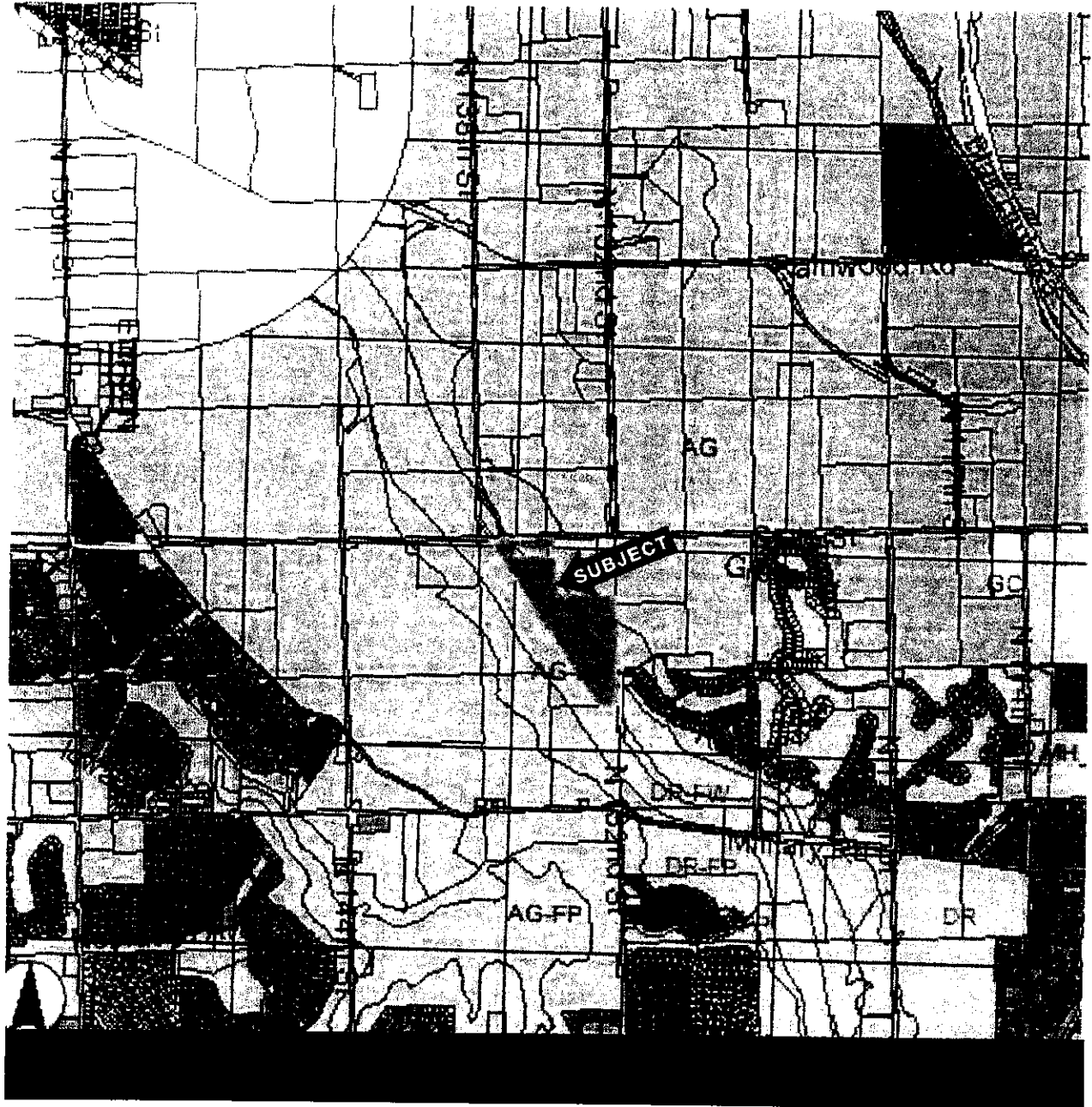


## USPAP MINIMUM STANDARDS

For the convenience of the reader or any reviewer of this report, we have included a copy of the fourteen points of the Minimum Appraisal Standards. Appraisals must:

1. Conform to USPAP, except that the Departure Provision, which allows below minimum work, will not apply;
  2. Include a disclosure of any steps taken in order to comply with the Competency Provision of USPAP;
  3. Be based on the market value or other values as defined in the attached DEFINITIONS;
  4.
    - [i] Be written and presented in a narrative format;
    - [ii] Be sufficiently descriptive to enable the reader to ascertain the market value and the rationale for the estimate;
    - [iii] Provide detail and depth reflective of the complexity of the property appraised;
  5. Analyze and report in reasonable detail any prior sales of the property within the last three years;
  6. Analyze and report current revenues, expense, and vacancies on income producing properties rather than estimated or projected figures not supported by current market conditions;
  7. Use a reasonable marketing period for the property;
  8. Analyze current market conditions and trends that will affect the income, absorption, or value of the property;
  9. Report both the “as is” (using appropriate deductions and discounts for holding and marketing costs, and entrepreneurial profit) and the stabilized market values for developmental property; report both the value-in-use and liquidation value for owner-occupied property;
  10. Include in the USPAP required certification an additional statement that: “The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a “loan”;
  11. Contain sufficient supporting documentation to allow the reader to ascertain the appraiser’s logic, reasoning, judgment, and analysis;
  12. Include a legal description of the subject property (in addition to the description required by USPAP);
  13. Identify and value separately any non-real estate items;
  14. Use and reconcile the income, direct sales, and cost approaches to value, and explain the omission of any approach not used;
- If any information necessary to complete the appraisal is unavailable, this fact must be disclosed.

# Zoning Map



## **55-651 FP/FW FLOODPLAIN/FLOODWAY DISTRICT**

### **55-652 Purpose**

The FP Floodplain and FW Floodway Overlay Districts are intended to protect public health, safety, and general welfare and to minimize losses of life and property in flood-prone areas. The FP and FW Districts are designed to:

- a. Restrict or prohibit uses which are dangerous to health, safety, or property during times of flooding or which cause substantial increases in flood heights and velocities.
- b. Require development standards which protect uses that are vulnerable to flood damage.
- c. Protect prospective purchasers of land that is unsuitable for intended uses.
- d. Assure that property owners within the community are eligible to purchase flood insurance under the National Flood Insurance Program.
- e. Comply with the minimum standards of the State of Nebraska Flood Plain Regulation Act.

### **55-653 Definitions**

The following definitions shall be used for terms contained within this section:

- a. Base Flood: The flood having a one percent chance of being equalled or exceeded in any given year.
- b. Channel: A natural or artificial watercourse of perceptible extent, with a definite bed and banks to confine and conduct continuously or periodically flowing water.. Channel flow, thus, is the water which is flowing within the limits of a defined channel.
- c. Development: Any manmade change to or on improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.
- d. Flood: A temporary rise in streams flow or stage that results in water overlapping its banks and inundating areas adjacent to the channel. An unusual and rapid accumulation of runoff or surface waters from any source.
- e. Flood Boundary and Floodway Map: An official map of a community, on which the Federal Insurance Administration has delineated the areas of special flood hazards, designating both floodway and floodway fringe areas.
- f. Flood Hazard Boundary Map (FHBM): An official map of a community, issued by the Federal Insurance Administration, where the boundaries of the areas of special flood hazards have been designated as Zone A.

- g. Flood Insurance Rate Map (FIRM): An official map of a community, on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- h. Floodplain: These lands which are subject to a one (1) percent or greater chance of flooding in any given year. The designated floodplain for this article shall be based on the areas of one hundred (100) year flood, or areas of special flood hazards, as shown on the flood hazard boundary map, flood boundary and floodway map or flood insurance rate map issued by the Federal Insurance Administration, Federal Emergency Management Agency, and shall include Zone A and Zones A-1 through A-30.
- i. Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate
- j. Floodway: The channel of a river or other watercourses and the adjacent lands areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. The designated floodway for this article shall be based on those areas delineated on the flood boundary and floodway map issued by the Federal Insurance Administration, Federal Emergency Management Agency
- k. Substantial Improvement: Either the exterior addition or expansion of a structure; or, the repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either, 1) before the improvement is started, or 2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any structural part of a building begins whether or not such alteration affects the exterior dimensions of the building. This definition excludes remedial alterations made to comply with existing state, county, or city codes, or ordinances, or statutes. Any conversion from a non-residential use shall be a substantial improvement.

#### **55-654 Designation of Districts**

a. FP Floodplain Overlay District

Those lands within the area of one hundred year flood or within an area of special flood hazard, as shown on the flood hazard boundary map, flood boundary and floodway maps or flood insurance rate map issued by the Federal Insurance Administration of the Federal Emergency Management Agency, and including Zone A and Zones A-1 through A-30, shall be within the FP Floodplain Overlay District.

b. FW Floodway Overlay District

Those lands within the designated floodway designated by the flood boundary and floodway map issued by the Federal Insurance Administration of the Federal Emergency Management Administration shall be within the FW Floodway Overlay District.

## **55-655 Permitted Uses**

### **a. FP Floodplain**

Use regulations within the FP Floodplain Overlay District shall be the same as those for the underlying base district.

### **b. FW Floodplain Overlay District**

The following uses are permitted within the FW Floodway Overlay District:

#### **1. Agricultural Uses**

Horticulture  
Crop Production  
Animal Production

#### **2. Civic Uses**

Local Utility Services  
Park and Recreation Services

## **55-656 Site Development Regulations in FP District**

Each site in an FP Floodplain Overlay District shall be subject to the site development regulations of the underlying base district and the following supplementary regulations.

### **a. Structural Standards**

All new development and substantial improvements shall be:

1. Anchored to prevent floatation, collapse, or lateral movement of the structure.
2. Constructed with flood-resistant materials and utility equipment.
3. Constructed by methods designed to minimize flood damage.
4. Certified by a registered professional engineer or architect to comply with these structural standards.

### **b. Prior Approval of Water and Sanitary Sewer Systems**

The Public Works Director must approve the location, grade, and floodproofing of all new and replacement water and sanitary sewer systems prior to extension into the FP District.

### **c. Community and Individual Sewer Systems**

New and replacement community and individual sewage disposal systems shall be designed in accordance with the standards set forth in the Omaha Municipal Code. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

### **d. Storage of Hazardous Materials**

Storage or processing of materials that are buoyant, flammable, explosive, or potentially injurious to life is prohibited.

e. Storage of Other Materials

If otherwise permitted by the base district, storage of other materials or equipment may be permitted if:

1. It is not subject to major damage by floods.
2. It is firmly anchored to prevent flotation or it is readily removable after a flood warning is issued by appropriate authorities.

f. Design Standard

All development proposals shall be designed to minimize flood damage and provide adequate drainage.

g. Residential Construction Requirements

All new construction and substantial improvements within the designated floodplain shall have the lowest floor, including basement, elevated to one foot or more above the base flood level by means of compacted fill.

h. Non-Residential Construction Standards

All new construction and substantial improvements of commercial, industrial, and other nonresidential structures within the designated floodplain shall either have the lowest floor, including basement, elevated one foot or more above the base flood level or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood level the structure is watertight. A registered professional engineer or architect shall certify that such watertight performance standards are satisfied. Floodproofing of one (1) foot above base flood level may qualify structure for reduced insurance actuarial rates.

i. Channel Improvement Reserve Area

Prior to issuance of a Development Permit along the Big Papillion Creek between "L" Street and West Center Road, the adjoining property owners shall grant to the Papio Natural Resources District an assignable easement for construction, operation and maintenance of channel improvements. Such easement shall be sufficiently wide to allow for the future construction of a channel enlargement consisting of a 30 foot wide berm (benched area) approximately 12 feet above creek bed, 3:1 side sloped bank, and a 20 foot wide maintenance access strip along the top of the bank.

**55-657 Site Development Regulations in the FW District**

The following additional provisions shall apply to all areas within the FW District. All areas within an FW Overlay District area also within and subject to regulations of the FP Overlay District.

a. Prohibition of Encroachments

Encroachments, including fill, new construction, substantial improvements, and other development associated with a permitted use in the FW District area prohibited without certification by a professional registered engineer or architect,

demonstrating that encroachments will not increase flood levels during occurrence of the base flood discharge.

b. Fences

Fences, walls, or other appurtenances associated with a permitted use may be constructed only if they do not obstruct floodwaters or catch debris.

c. Channel Improvements

Non-restrictive improvements in stream channel alignment, cross-section, and capacity in normal maintenance are permitted.

d. Accessory Structures

Structures accessory to a permitted use are permitted if they:

1. Have no effect upon flood flow.
2. Are firmly anchored to prevent flotation.

**55-658 Development Permit Requirements and Procedures**

a. Requirement for a Development Permit

No development, minor improvement, or substantial improvement in an FP or FW District may be undertaken without a Development Permit, issued by the Planning Director, pursuant to this Section.

b. Duties of the Planning Director

The Planning Director is authorized to issue development permits and enforce this Section, including, but not limited to, the following duties:

1. Review all development permits to assure that the permit requirements and standards for this article have been satisfied.
2. Review proposed development to assure that all necessary permits have been obtained from those agencies from which prior approval is required by federal or state law.
3. Notify affected adjacent communities and the Papio Natural Resources District prior to any alteration or relocation of a watercourse; submit copies of such notifications to the Federal Insurance Administration; and assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
4. Require a registered professional engineer or surveyor to verify the actual elevation in relation to mean sea level of the lowest flood, including basement, of all new or substantially improved structures and to which the new or substantially improved structures have been floodproofed. Such information shall be recorded and maintained by the Planning Director.
5. Where floodproofing is utilized for a particular structure, obtain certification from a registered professional engineer or architect that the floodproofing methods are adequate.

c. Application for a Development Permit

Application for a development permit shall be made to the Planning Director on official forms. The application shall include, but not be limited to, the following components:

1. Plans drawn to scale showing the nature, location, dimensions, and elevations of the affected area.
2. Location of existing or proposed structures, fill, storage of materials, drainage facilities, and other relevant features.
3. Basic flood elevation data on affected property.
4. Cost of improvement, addition, or repair. The cost shall include all materials and labor for construction, repair, and finishing of the improvement. Any donated materials, or labor shall be included by estimating cost of materials if purchased, and cost of labor based on applicable minimum wage scales.
5. Market value of the exiting structure which is being repaired, reconstructed, remodeled, or improved.
6. Other information as may reasonably be required by the Planning Director.

**55-659 City Council Issuance of Special Use Permits**

a. Powers of the City Council

The City Council, by Special Use Permit as provided by Section 55-884, may:

1. grant variance from the requirements of this article which permit construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship. However, variances shall not be issued by the city within the selected floodway if any significant increase in flood levels during the base flood discharge would result;
2. grant development permit which is not a variance from the standards of the floodplain but where the request for such permit has been denied by the Planning Director;
3. attach certain conditions to the special permit as deemed necessary to further the purposes of this article.

b. Criteria for Special Permits

The City Council may issue a Special Use Permit if it determines that such a permit:

1. is the minimum necessary grant, considering the flood hazard, to afford relief;
2. will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
3. is based upon a showing of good and sufficient cause and a reasonable use of land involved;
4. provides for the continued existence or repair of any structure designated as a landmark or included in a Landmark Heritage Preservation District, pursuant to Title 24 of the Omaha Municipal Code.



c. Transmittal of Recommendations

The Planning Director shall transmit the recommendations of the Planning Department, Planning Board, Public Works Department, and the Papio Natural Resources District prior to public hearing by the City Council.

d. Notification of Applicant

Any applicant to whom a special permit is granted shall be given a written notice and provide written notice of receipt thereof, that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. The Planning Director shall maintain all records of special permits issued to the City Council and report them to the Federal Insurance Administration upon request.

**55-660 Nonconforming Uses**

Existing nonconforming uses in the FP or FW Overlay Districts are subject to the following provisions.

a. Reconstruction

The reconstruction of any nonconforming use destroyed by any means must conform with this Section if the cost of reconstruction exceeds fifty percent of the market value of the structure before the damage occurred. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of the structure listed on the National Register of Historic Places, State Inventory of History Places or designated as a Landmark Heritage Preservation structure or part of a Landmark Heritage District, pursuant to Chapter 24 of the Omaha Municipal Code.

b. Abandonment

1. A nonconforming use or structure shall be deemed abandoned if the use of same is discontinued for a period of six (6) months or more.
2. A nonconforming use shall immediately be deemed to be abandoned if such use is changed to a use that reduces the level of nonconformance.

c. Amendments

The regulations, restrictions, and boundaries set forth in this article may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, in accordance with the procedures set forth in this chapter. The regulations of this article are in compliance with the National Flood Insurance Program Regulations.

d. Interpretation

In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

e. Warning and Disclaimer of Liability

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This article does not imply that areas outside floodway and floodplain district boundaries or land uses permitted within such districts will be free from flooding or flood damages. This article shall not create liability on the part of the City or any officer or employee thereof for any damages that may result from reliance on this article or any administrative decision lawfully made thereunder.

**55-82 AG AGRICULTURAL DISTRICT**

**55-83 Purpose**

The AG Agricultural District is intended to encourage and continue agricultural and rural uses in outlying parts of the city's zoning jurisdiction. The AG District is designed to prohibit premature and "leapfrog" development into rural areas not fully served by public facilities and to ensure that such development occurs adjacent to previously urbanized or urbanizing areas.

**55-84 Permitted Uses**

The following use types are permitted:

a. Agricultural Uses

Horticulture  
Crop Production  
Animal Production

b. Residential Uses

Single Family (detached)

c. Civic Uses

Group Home  
Local Utility Service  
Park and Recreation

d. Commercial Uses

Kennels  
Stables

e. Miscellaneous Uses

Wind Energy Conservation System

**55-85 Conditional Uses**

The following use types are allowed, subject to approval of a Conditional Use Permit as provided by Section 55-883.

a. Agricultural Uses

Commercial Feedlots

b. Civic Uses

Cemetery  
Safety Services

c. Commercial Uses

Campground

## **55-86 Special Permit Uses**

The following use types are allowed, subject to issuance of a Special Use Permit by the City Council, as provided in Section 55-884.

### **a. Civic Uses**

Group Care Facility  
Religious Assembly

### **b. Industrial Uses**

Resource Extraction

### **c. Commercial Uses**

Agricultural Sales and Service  
Outdoor Sports and Recreation  
Veterinary Services

### **d. Miscellaneous Uses**

Broadcasting Tower  
Non-Putrescible Landfill  
Putrescible and Non-Putrescible Landfill

## **55-87 Site Development Regulations**

Each site in the AG Agricultural District shall be subject to the following site development regulations.

<u>Regulator</u>	<u>Requirement</u>
Minimum Lot Area:	10 acres minimum
Lot Width:	300 feet minimum
Site Area/Housing Unit:	10 acres minimum
Floor Area Ratio:	No restriction
Height:	35 feet maximum
Front Yard:	50 feet minimum
Street Side Yard:	25 feet minimum
Interior Side Yard:	15 feet minimum
Rear Yard:	25 feet minimum
Building Coverage:	5 percent maximum
Impervious Coverage:	10 percent maximum

## **55-88 Additional Regulations**

### **a. Waivers of Building and Impervious Coverage Regulations**

Certain Conditional and Special permit Uses may require waivers of maximum building coverage and maximum impervious coverage regulations. These waivers may be granted by the Planning Board and/or City Council, respectively, as part of the Conditional or Special Use Permit, pursuant to Sections 55-883 - 55-884. The extent of the waiver shall be clearly stated as a condition of such a use permit.

### **b. Lot Clustering in the AG District**

Certain site development regulations may be modified in accordance with Section 53-12 of the City's Subdivision Regulations and Section 55-784 of this Zoning Ordinance, providing for Cluster Subdivisions, subject to the following regulations:

1. The minimum lot size in a cluster subdivision is one acre, provided the lot is approved by the Health Department for water supply, septic system and waste disposal.
2. The minimum lot width in a cluster subdivision is 100 feet.
3. That portion of the site not platted for residential lots shall be maintained as common open space and may only be used for permitted agricultural uses.
4. The required minimum site area per unit may be reduced to five acres if:
  - a) The minimum total site area is not less than fifteen acres.
  - b) No residential lot in the cluster subdivision is larger than two acres.
  - c) The cluster subdivision has a minimum of three lots.
  - d) All other regulations in this section are satisfied.

**55-89 - 55-100 Reserved**

**55-829 Specific Sign Regulations for AG and DR Districts**

a. Permitted Sign Types

Sign types are permitted as set forth in Table 55-829 (1).

**TABLE 55-829 (1)**

**AG, DR: PERMITTED SIGN TYPES**

<u>Use Types</u>	<u>On-Premises</u>			<u>Off-Premises</u>	
<u>Premises</u>	<u>Owner- Identification</u>	<u>Directional</u>	<u>Electronic Informational</u>	<u>Advertising</u>	<u>Directional</u>
Residential	Yes	Yes	No	No	No
Civic	Yes	Yes	No	No	No
Other Permitted Uses	Yes	Yes	No	No	No
Vacant	No	No	No	No	No

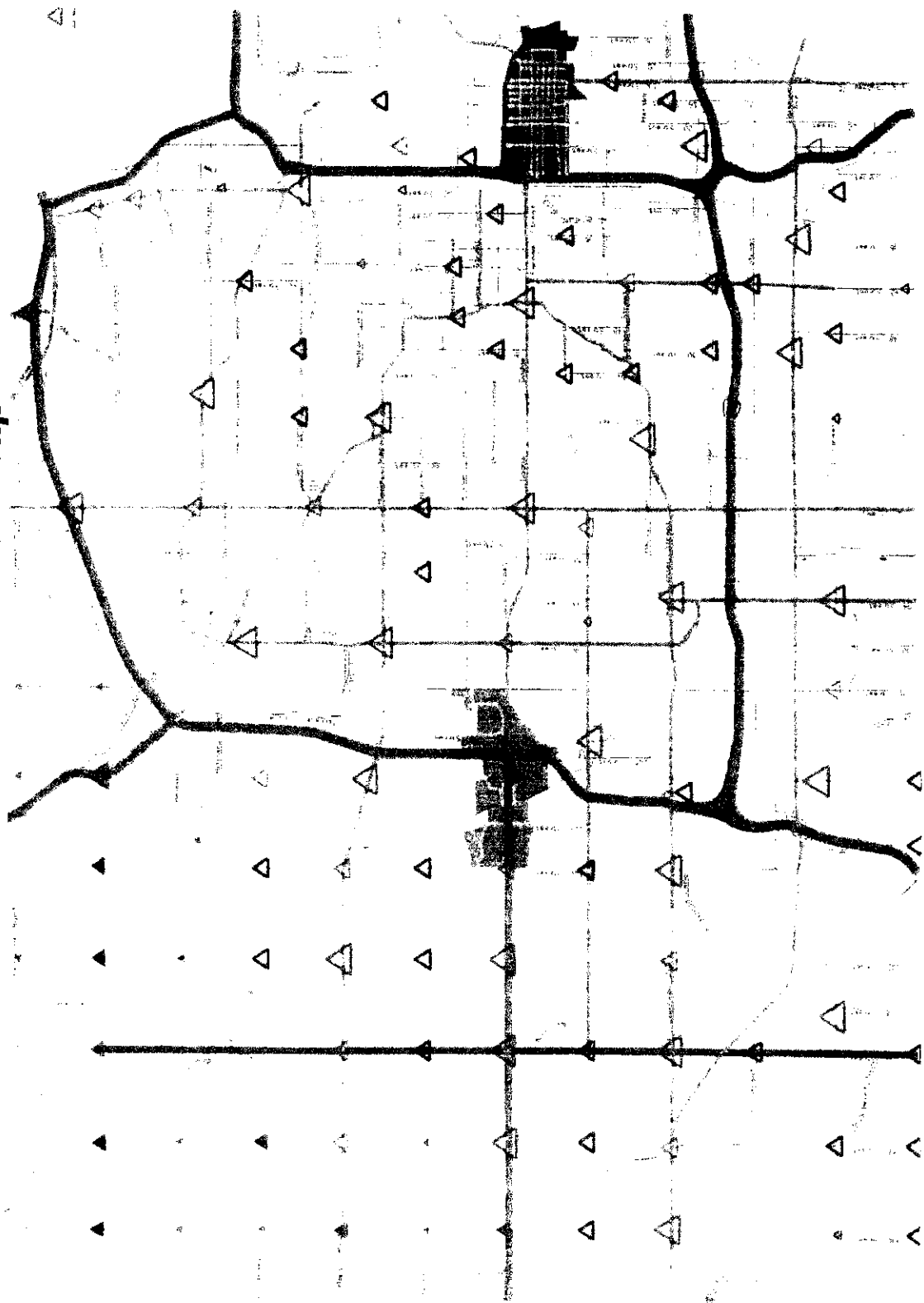
b. Basic Design Regulations

Regulations for basic design elements in the AG and DR Districts are set forth in Table 55-829 (2).

c. Auxiliary Design Elements

Auxiliary design elements are permitted as set forth in Table 55-829 (3)

# Omaha Master Plan Map



## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made on this \_\_\_\_ day of December, 2005, by and between **HORGAN DEVELOPMENT COMPANY**, a Nebraska corporation (hereinafter referred to as "Seller") and **PAPIO-MISSOURI NATURAL RESOURCES DISTRICT** (hereinafter referred to as "Purchaser").

### **Preliminary Statement**

Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser certain real estate situated south and west of the intersection of 132<sup>nd</sup> and State Streets, Douglas County, Nebraska as more particularly described in this Agreement. This Agreement is being made and entered into for purposes of memorializing the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Legal Description.** Subject to the terms, conditions, representations and warranties set forth herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, approximately 62.432 acres (the "Assumed Acreage") of real property in the NE ¼ of Section 25, Township 16, Range 11 situated south and west of the intersection of 132<sup>nd</sup> and State Streets, Douglas County Nebraska (the "Property") and depicted on Exhibit "A" attached hereto (the "Site Plan"). The exact legal description of the Property and acreage of the Property will be more particularly confirmed by survey and plat. The survey shall indicate the gross acreage of the Property, exclusive of existing street right-of-way. Seller discloses that it is the contract purchaser of the Property and real estate adjacent thereto (the "Entire Parcel") under the terms of a Purchase Agreement with the current owner of the Entire Parcel (the "Seller Purchase Agreement").

2. **Purchase Price.** Purchaser, in consideration of the mutual covenants and agreements contained herein, agrees to pay to Seller the sum of Six Hundred Twenty-four Thousand Three Hundred Twenty and 00/100 Dollars (\$624,320.00). The purchase price is based upon the Assumed Acreage multiplied times a per acre price of Ten Thousand and no/100 Dollars (\$10,000.00) and shall be subject to adjustment as provided in Section 10 of this Agreement.

The purchase price shall be paid by Purchaser to Seller as follows:

a. \$1,000 as earnest money ("Earnest Money") shall be deposited by Purchaser into an interest bearing trust account of Spence Title Services ("Escrow Agent") within three (3) business days following acceptance of this Agreement by Seller, which shall be non-refundable after expiration of the Inspection Period, as hereinafter defined.



b. \$311,160 as additional "Earnest Money" shall be deposited by Purchaser with Escrow Agent on or before June 14, 2006, provided that this Agreement has not been terminated.

c. The balance of the purchase price, subject to adjustments provided herein, shall be payable in cash or other immediately available funds to Seller at Closing.

3. **Closing.** The Closing of this transaction shall occur on June 14, 2007, or at such earlier time as may be designated by Purchaser. Purchaser may elect an earlier closing upon no less than thirty (30) days notice to Seller.

4. **Warranty Deed.** At Closing, the Seller shall execute and deliver to Purchaser, or its successors, assigns or nominees, a warranty deed conveying insurable, marketable fee-simple title to the Property, free and clear of all liens, encumbrances, limitations, covenants, reservations, conditions, restrictions and easements, except for 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 Property and in any streets and alleys which are adjacent to the Property.

5. **Title Policy.**

a. **The Commitment.** Within thirty (30) days after execution of this Agreement, Seller shall deliver to Purchaser a commitment (herein the "Commitment") from Spence Title Services, Inc. for issuance of an Seller's (ALTA Form B) policy of title insurance to be issued at Closing by a title insurance company acceptable to Purchaser. The Commitment shall be irrevocable for a period of six (6) months, and shall commit the insurer to insure the title to the 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. The Commitment shall exclude all standard exceptions to coverage shown on Schedule B, and shall include an extended coverage endorsement acceptable to Purchaser, the cost of which extended coverage endorsement, if any, shall be borne by Purchaser.

b. **Purchaser's Objections to Title.** Within thirty (30) days after delivery of the Commitment and Purchaser's receipt of the survey contemplated by Section 10, 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 condition to the reasonable satisfaction of Purchaser within sixty (60) days from the date of Purchaser's delivery of written objections to Seller, Purchaser shall have the right to terminate this Purchase Agreement.

c. **New Liens or Conditions.** So long as this Agreement is in effect, the Seller shall not transfer, convey or otherwise dispose of any right, title or interest in the Property, except subject to the terms of this 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 Property, other than the lien for current real estate taxes which are due but not yet delinquent.

6. **Right of Entry.** Subject to any limitations under the Seller Purchase Agreement, Purchaser, and its duly authorized agents, shall have the right prior to closing, to enter into and upon the 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 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.

7. **Risk of Loss.** All risk of loss in the Property in this transaction shall remain with Seller until closing has occurred and possession of the Property has been delivered to Purchaser.

8. **Leases and Other Interests.** Seller's obligation to sell the Property and Purchaser's obligation to purchase the Property shall be contingent upon Seller's acquisition of the Property under the terms of the Seller Purchase Agreement. At closing, no portion of the Property will be subject to any purchase agreement or right of first refusal and no portion of the Property will be subject to any lease or other undisclosed and unrecorded interest, right or restriction. Seller certifies that there will have been no labor performed and no materials furnished to the Property by any person or entity who have not been paid in full, for at least one hundred twenty (120) days prior to closing. Seller hereby indemnifies and agrees to hold Purchaser harmless from any such claims.

9. **Hazardous Materials.** Seller represents and warrants that Seller has not used, generated, stored or disposed of, above, in, on, under or around the Property any "hazardous materials", as hereinafter defined, and except for the "Disclosed Condition", as hereinafter defined, Seller has no actual personal knowledge that there are any hazardous materials above, in, on, under, or around the 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 Agreement which is kept, used or disposed of in a manner and in quantities which do 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 herein above described above, in, on, under or around the Property now or at any time prior to closing. Seller discloses that it has secured a Phase II Environmental Site Assessment from Theile Geotech, Inc., dated July 14, 2005 for the Entire Parcel (the "ESA"). The ESA reports certain environmental

conditions that may impact the Property (the "Disclosed Conditions"). Seller and Purchaser agree that Seller's purchase of the Entire Parcel and Purchaser's acquisition of the Property from Seller shall be contingent upon their satisfaction, in each of their sole discretion, as to the Disclosed Condition and its impact upon the Entire Parcel and Property, respectively, and the parties hereto agree that except as expressly provided in this Section 9, Seller makes no representation, or warranty with respect to the environmental condition of the Property.

10. **Survey.** Not later than thirty (30) days following execution of this Agreement, Seller agrees to provide to Purchaser with all boundary surveys and topographic studies in Seller's possession relating to the Property. Seller shall also provide to Purchaser any soil tests, engineering reports, wetland studies, or other similar drawings and technical information relating to the Property that Seller may have in its possession at no additional cost to Purchaser. Not later than sixty (60) days following execution of this Agreement, Seller shall have its engineers prepare a certified land survey for the Property. The certified land survey shall reflect the legal description of the Property and the "Purchase Acreage" of the Property, which shall be the acreage of the Property exclusive of existing road right-of-way and easements. In the event the survey indicates that the surveyed acreage varies from the Assumed Acreage, then an adjustment to the Purchase Price, either upward or downward, as the case may be, shall be made at the rate of Ten Thousand and 00/100 Dollars (\$10,000.00) per surveyed acre.

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

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

b. **Warranties.** This 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.

12. **Seller Condition Precedent.** Seller's obligation to convey the Property to Purchaser hereunder shall be conditioned upon Seller's closing on the purchase of the Entire Parcel under the Seller Purchase Agreement.

13. **Closing Costs and Apportionments.**

a. **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 Property does not contain all of the property included in the tax parcel, Seller and Purchaser shall agree on an equitable allocation of the valuation attributable to the Property and the portion of the tax parcel that is not purchased by Purchaser. Seller to pay all greenbelt taxes.

b. **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, including agricultural deferrals, which affect the 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.

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

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

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

f. **Survey.** Purchaser and Seller shall each pay one-half of the cost of the survey required by Section 10 of this Agreement.

g. **Arterial Street Improvement Program.** Purchaser shall be responsible for all Arterial Street Improvement fees charged by the City of Omaha.

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

- a. Affidavit of possession;
- b. Construction lien and special assessment affidavit and indemnity; and
- c. Warranty deed.

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

TO SELLER: c/o Mr. Robert P. Horgan  
Horgan Development Company  
13215 Birch Street, Suite 103  
Omaha, NE 68154

COPY TO: James D. Buser  
Pansing Hogan Ernst & Bachman LLP  
10250 Regency Circle Suite 300  
Omaha, NE 68114

TO PURCHASER: Papio-Missouri Natural Resources District  
c/o Steven G. Oltmans, General Manager  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138

COPY TO: Mr. Paul Peters  
Taylor Peters & Drews  
2120 S. 72<sup>nd</sup> Street #940  
Omaha, NE 68124

16. **Entire Agreement.** This 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.

17. **Broker.** Seller and Purchaser each represent to the other that they have not engaged a real estate agent or broker in this transaction. Seller discloses that Robert P. Horgan, a principal of Seller, is a licensed real estate broker in the State of Nebraska acting in his 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.

18. **Remedies of the Parties.** If Purchaser defaults in the performance of this Agreement, Seller may forfeit this Agreement upon thirty (30) days' written notice and the payments being made by Purchaser to Seller, including accrued interest thereon, shall be deemed to be liquidated damages and shall be retained by Seller. If Seller defaults in the performance of any of

their obligations pursuant to this Agreement, Purchaser may cancel this Agreement by giving Seller thirty (30) days prior written notice of such default. If Seller has not cured such default or begun significant steps for such cure, the Agreement shall stand canceled and terminated at the expiration of the thirty (30) day period. Thereafter, all earnest money and interest shall be immediately refunded to Purchaser. In addition to the above remedies, both parties shall also be entitled to any and all other remedies available at law or in equity.

19. **Offer and Acceptance.** If this offer is not accepted by Seller on or before the \_\_\_\_\_ day of December, 2005, at 5:00 p.m., it shall become void, and all payments shall be repaid to Purchaser. Purchaser shall, however, have the right to withdraw the offer at any time prior to acceptance thereof by Seller.

20. **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 Agreement may not be changed or altered in any way, except pursuant to a written agreement signed by both parties, provided, however, Purchaser shall have the right to assign this Agreement to another entity in which it has a controlling equity interest. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

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

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

23. **Construction.** This Agreement shall be construed pursuant to the laws of the State of Nebraska. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Agreement. Time is of the essence.

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

**SELLER:**

**HORGAN DEVELOPMENT COMPANY,**  
a Nebraska corporation

By \_\_\_\_\_  
Robert P. Horgan, President

**PURCHASER:**

**PAPIO-MISSOURI NATURAL RESOURCES  
DISTRICT**

By: \_\_\_\_\_  
Steven G. Oltmans, General Manager

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2005, by Robert P. Horgan, as President of HORGAN DEVELOPMENT COMPANY, a Nebraska corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2005, by Steven G. Oltmans, General Manager of Papio-Missouri Natural Resources District, on behalf of the district.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**SITE PLAN**



## **MITCHELL & ASSOCIATES, INC.**

ROBERT F. MITCHELL, SR., 1893-1983

ROBERT F. MITCHELL, JR., SRPA

R. GREGG MITCHELL, SRA

RICHARD K. SEE

D. RICK WHITESIDES, MAI, SRA

W. BRUCE WILKIE

BETH A. ANDERSON

RICHARD C. WITTMANN

KEVIN P. HERMSEN

DAVID C. WELLSANDT

BRIAN D. WILSON

TINA M. GOTTO

JOEL W. PERRY

## **METROPOLITAN OMAHA COMPETITIVE COMMERCIAL PROPERTY TREND ANALYSIS – 2005, FALL EDITION**

Following is our annual survey of each of the four “core” commercial property types: apartments, industrial, offices, and retail centers with numerical and graphical analysis of supply and demand factors, plus a summary of sales activity within the City of Omaha along with a summary of overall economic indicators including a snapshot of the residential market. From this analysis we have summarized conclusions for the commercial sectors that:

1. Overall apartment market vacancies are slowly improving as are rents while new project permits remain low. At the same time, apartment listings and sales increased substantially compared to the preceding years.
2. The industrial market continues to favor tenants due to oversupplies of space available for lease with stable asking rents; correspondingly, the number of new construction permits has remained low.
3. The sales of office buildings increased substantially in 2004 while the amount of available space for sale and for lease declined substantially with some modest rent and asking price increases.
4. Investors in the retail strip center market still show strong demand for prime, anchored locations still driving higher rents and new construction permits have dropped dramatically. Fewer properties are available for sale with only modest increases in rents.
5. As a result of strong job growth and demand by developers, land prices continue to escalate for commercial and single-family developments.

The primary purpose for the preparation of this analysis remains as a guideline and support for our appraisals, and for others related to the commercial real estate business in metropolitan Omaha. If you have questions or comments on these observations, please feel free to contact us.

Richard “Rick” See  
General Certified Appraiser, Nebraska and Iowa

R. Gregg Mitchell, SRA  
General Certified Appraiser, Nebraska and Iowa

Kevin Hermesen  
Registered Appraiser, Nebraska

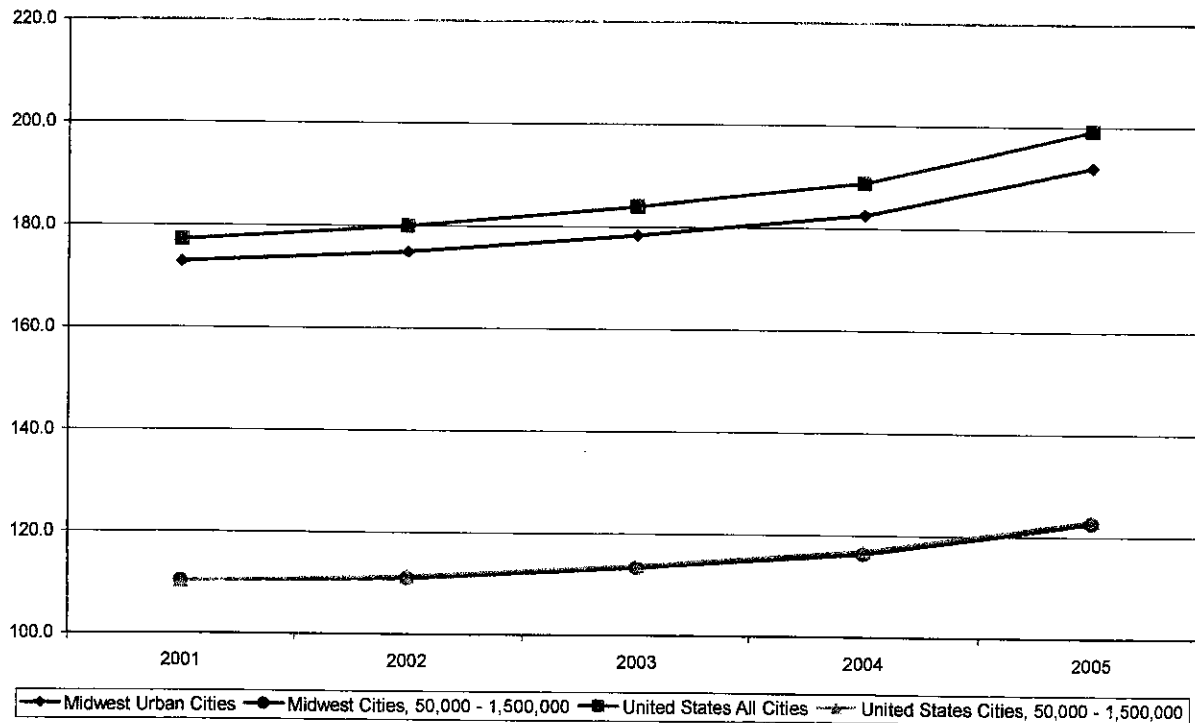
David C. Wellsandt  
Registered Appraiser, Nebraska

Brian Wilson  
Registered Appraiser, Nebraska

## ECONOMIC CONDITIONS

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>Oct-2005</u>	<u>YTD</u> <u>Change</u>
Consumer Price Index						
All Items, Not Seasonally Adjusted						
Midwest Urban Cities	172.8	174.9	178.3	182.6	192.1	+ 5.2%
Midwest Cities, 50,000 - 1,500,000	110.3	110.9	113.2	116.2	122.6	+ 5.5%
United States All Cities	177.1	179.9	184.0	188.9	199.2	+ 5.5%
United States Cities, 50,000 - 1,500,000	110.2	111.3	113.6	116.9	123.1	+ 5.3%

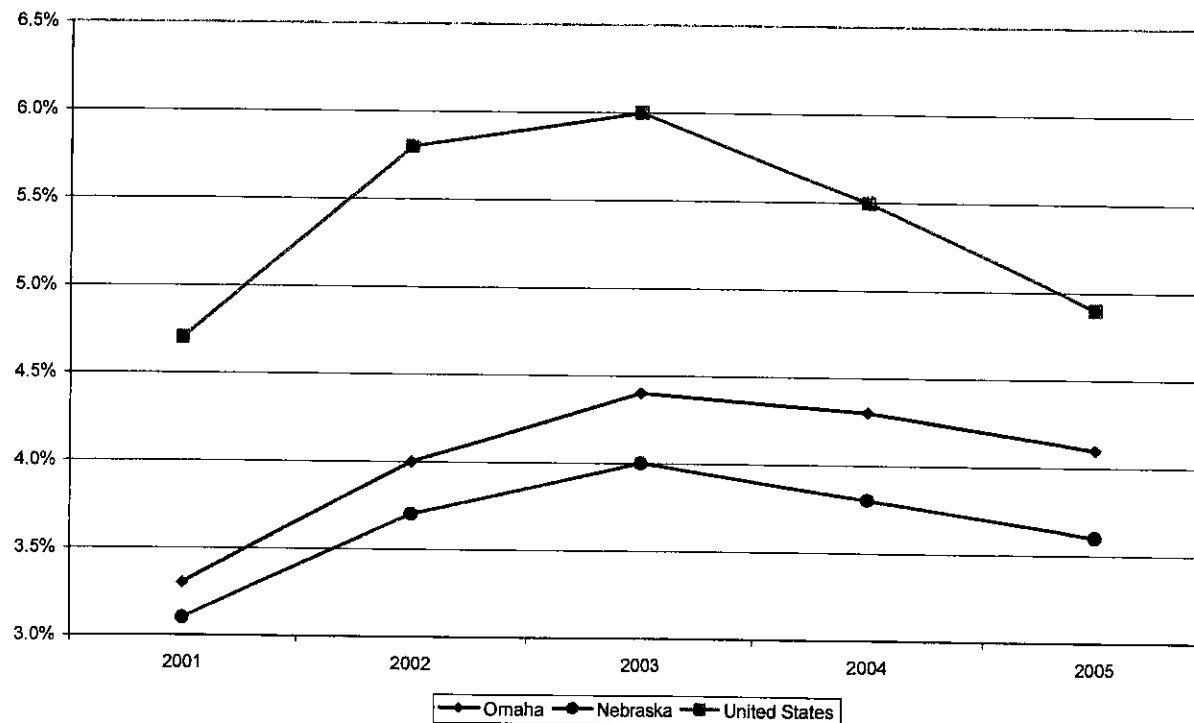
**Consumer Price Index  
All Items, Not Seasonally Adjusted**



## ECONOMIC CONDITIONS

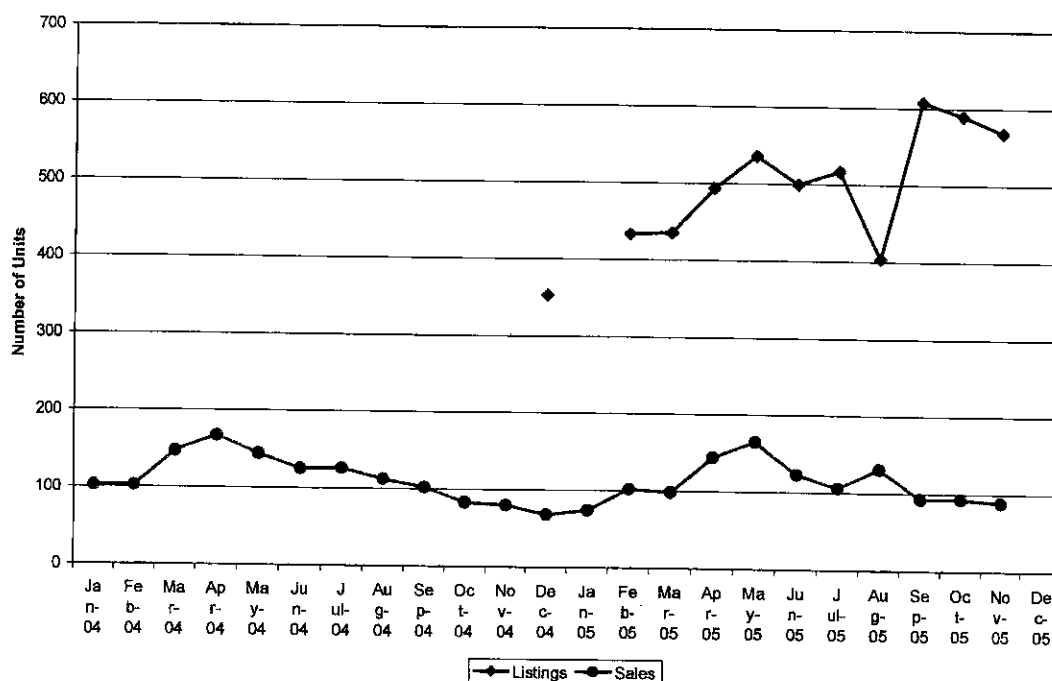
	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>Aug-2005</u>	<u>YTD Change</u>
Unemployment Rate						
Not Seasonally Adjusted						
Omaha	3.3%	4.0%	4.4%	4.3%	4.1%	- 4.7%
Nebraska	3.1%	3.7%	4.0%	3.8%	3.6%	- 5.3%
United States	4.7%	5.8%	6.0%	5.5%	4.9%	- 10.9%
Omaha Labor Force	430,056	429,960	437,750	440,681	446,496	+ 1.3%

**Unemployment Rate  
Not Seasonally Adjusted**

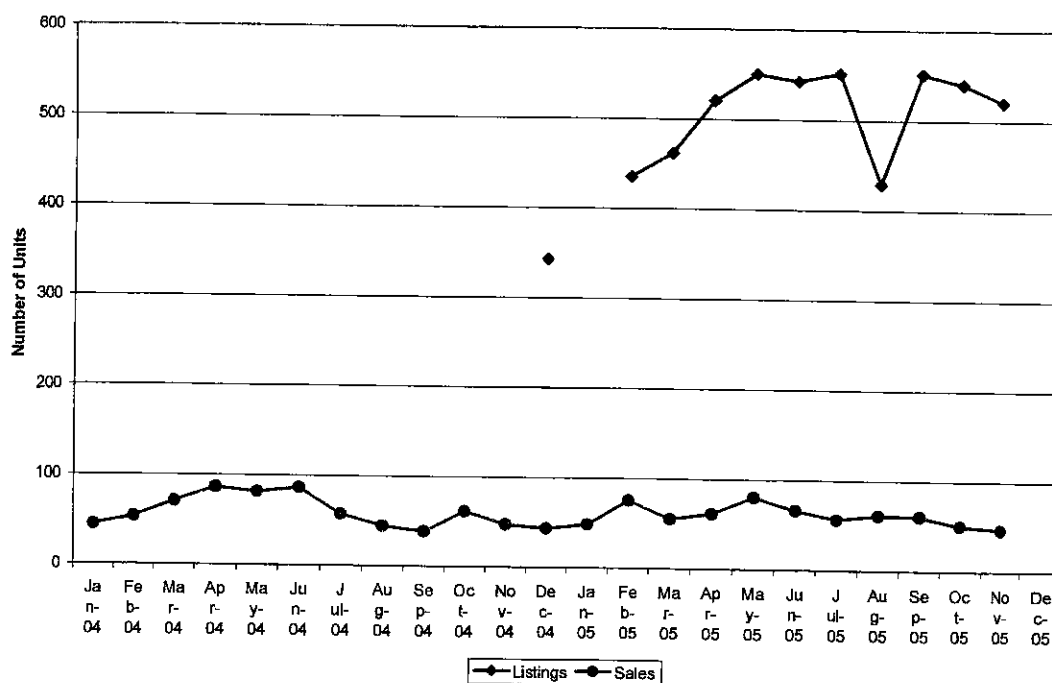


# RESIDENTIAL SUPPLY ANALYSIS – WEST OMAHA \*

Residential Supply Analysis: \$150,000 - \$250,000



Residential Supply Analysis: \$251,000 - \$400,000



\* Great Plains REALTORS Multiple Listing Service, Inc.

Fall, 2005

Commercial Property

Trend Analysis© 2005

Mitchell & Associates, Inc.

14611 West Center Road

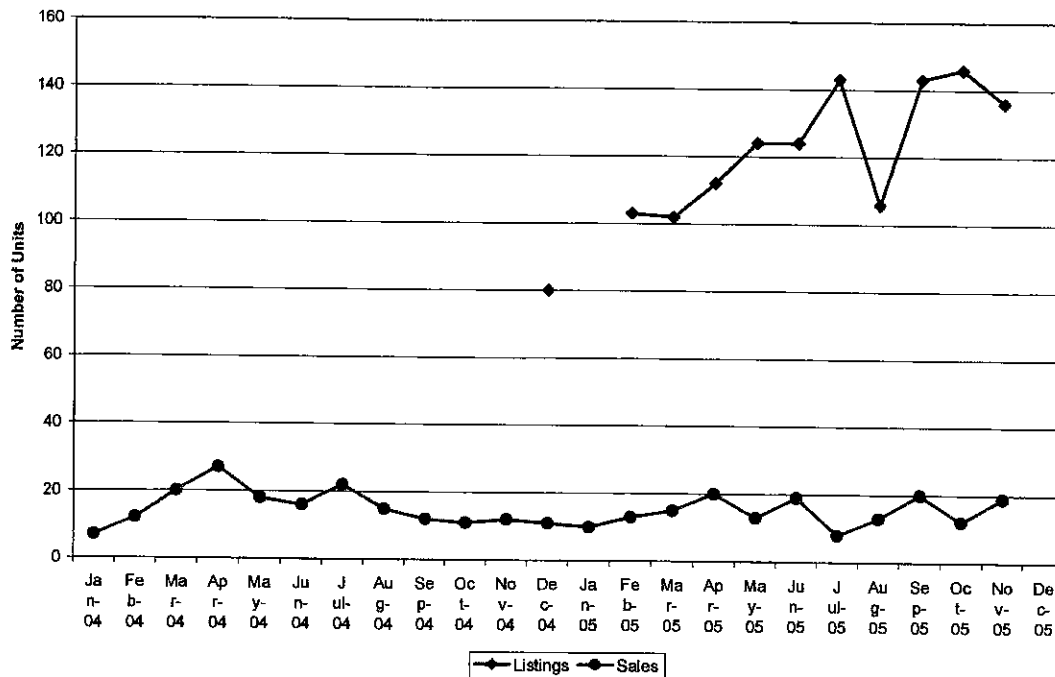
Omaha, Nebraska 68144

402.330.4500

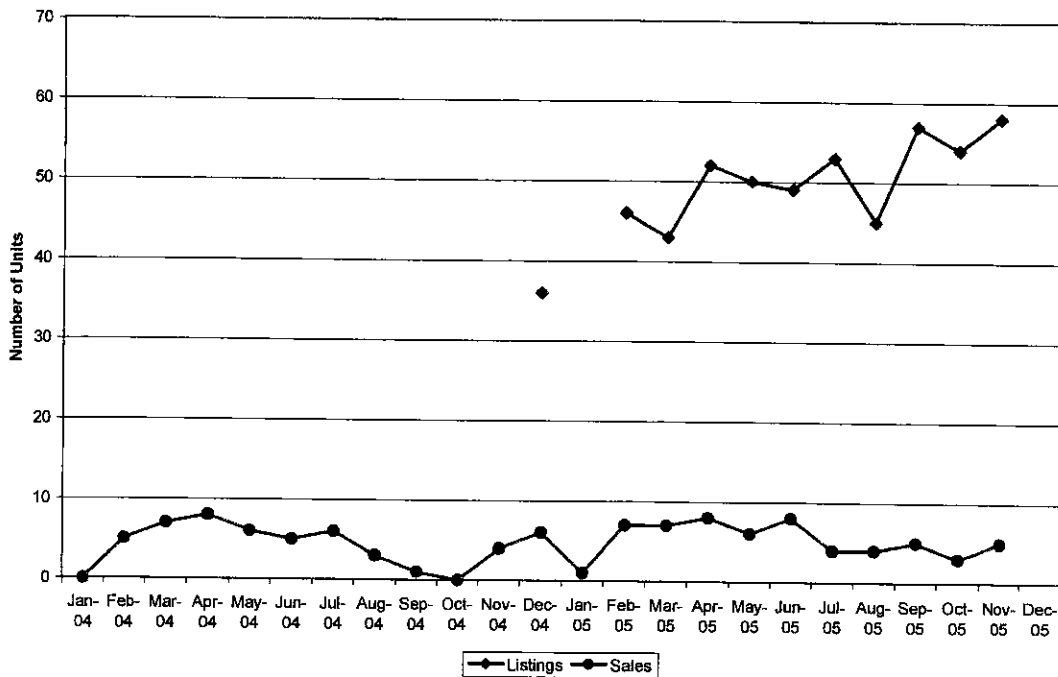
Page 4

# RESIDENTIAL SUPPLY ANALYSIS – WEST OMAHA\*

Residential Supply Analysis: \$401,000 - \$600,000



Residential Supply Analysis: \$601,000 - \$2,000,000



\* Great Plains REALTORS Multiple Listing Service, Inc.

Fall, 2005

Commercial Property

Trend Analysis© 2005

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14611 West Center Road

Omaha, Nebraska 68144

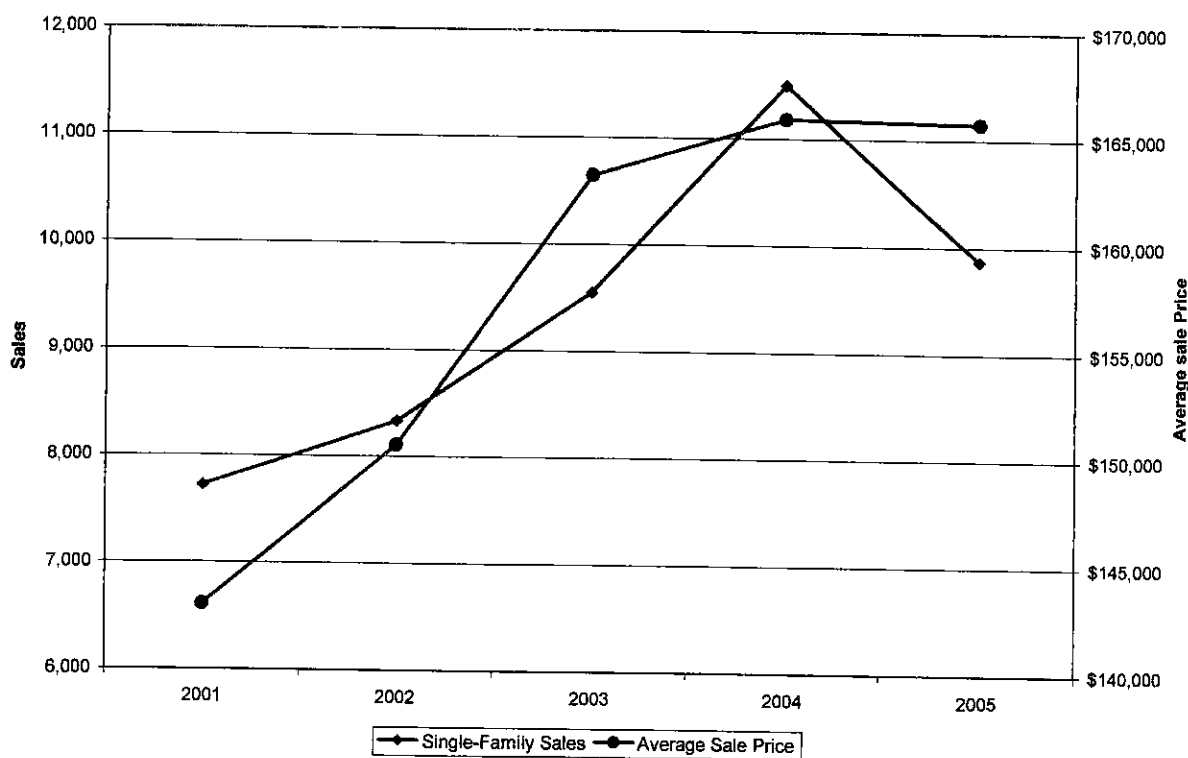
402.330.4500

Page 5

## OMAHA HOUSING SALES ACTIVITY

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>Oct-2005</u>	YTD Change
Single-Family Sales	7,716	8,330	9,548	11,504	9,870	- 14.2%
Dollar Volume (\$1,000,000s)	\$1,160	\$1,255	\$1,497	\$1,849	\$1,574	- 14.9%
Average Sale Price	\$143,041	\$150,542	\$163,235	\$165,929	\$165,761	- 0.1%

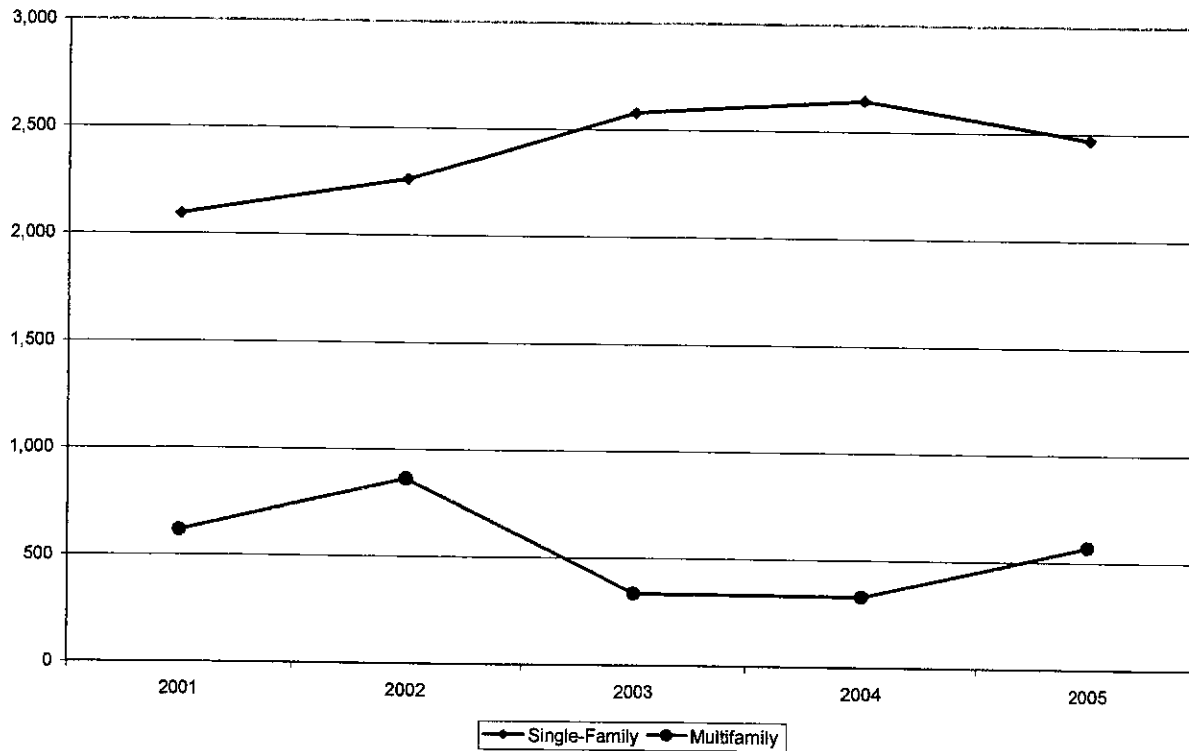
Omaha Housing Sales



## OMAHA NEW CONSTRUCTION PERMITS

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>Oct-2005</u>	YTD Change
Residential Construction Permits						
Single-Family	2,093	2,262	2,580	2,646	2,469	- 6.7%
Multifamily	617	863	336	330	572	+ 73.3%
Total	2,710	3,125	2,916	2,976	3,041	+ 2.2%

**Residential Construction Permits**

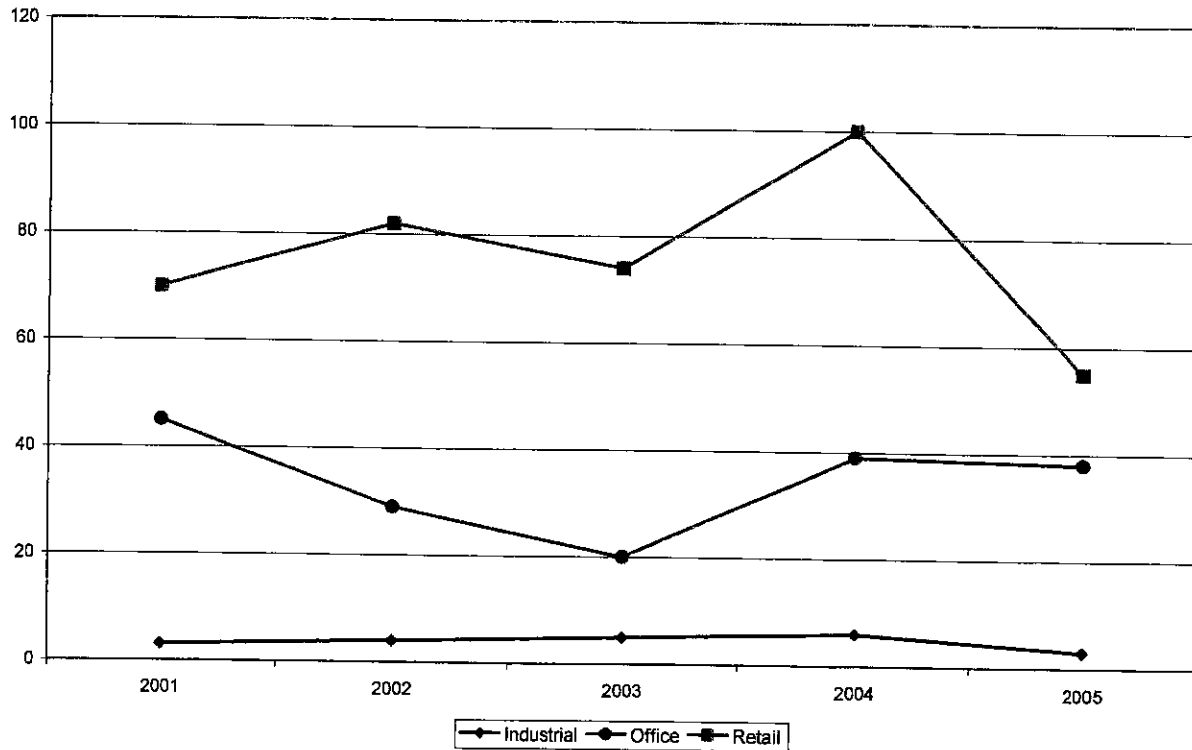




## OMAHA NEW CONSTRUCTION PERMITS

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>Oct-2005</u>	<u>YTD Change</u>
Commercial Construction Permits						
Industrial	3	4	5	6	3	- 50.0%
Office	45	29	20	39	38	- 2.6%
Retail	70	82	74	100	55	- 45.0%
Total	118	115	99	145	96	- 33.8%

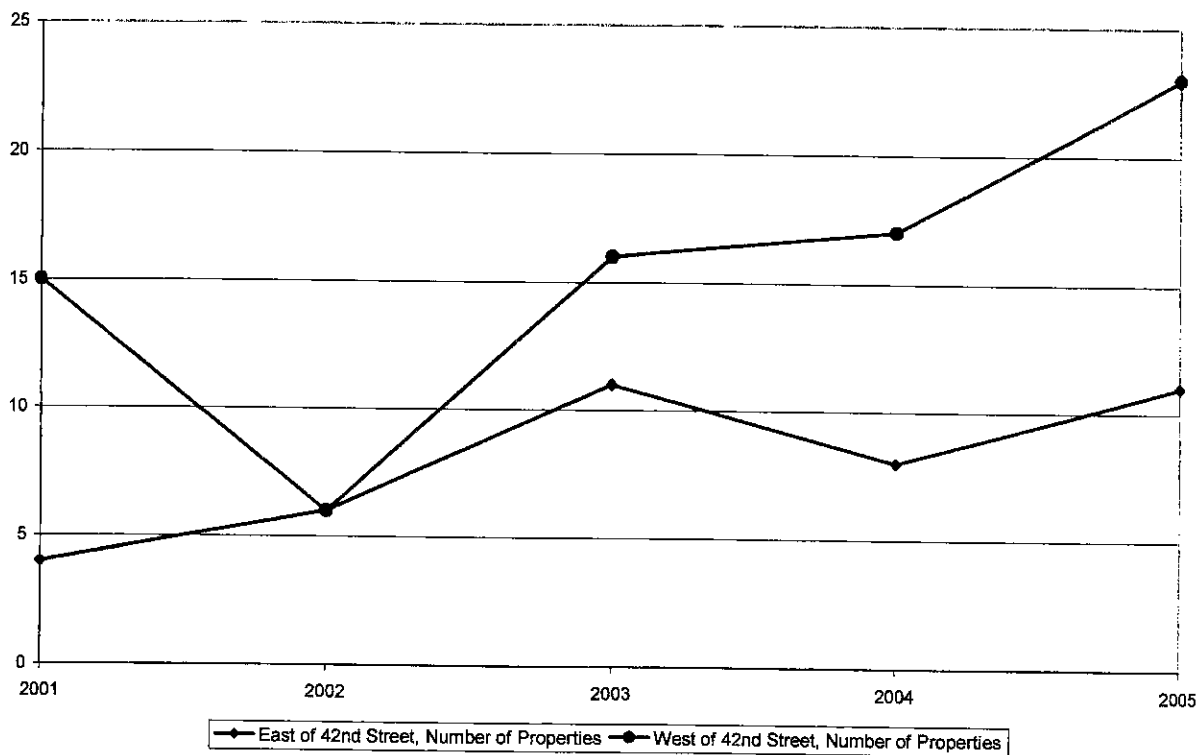
**Commercial Construction Permits**



## APARTMENT SALES OVER \$500,000

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	4	6	11	8	11	+ 37.5%
Average Size (Units)				36	93	+ 158.3%
Average Sale Price/Unit				\$29,904	\$32,943	+ 10.2%
West of 42nd Street						
Number of Properties	15	6	16	17	23	+ 35.3%
Average Size (Units)				51	83	+ 62.7%
Average Sale Price/Unit				\$51,769	\$84,194	+ 62.6%
Total						
Number of Properties	19	12	27	25	34	+ 36.0%
Average Size (Units)	0	0	0	46	86	+ 87.0%
Average Sale Price/Unit	\$0	\$0	\$0	\$44,772	\$67,613	+ 51.0%

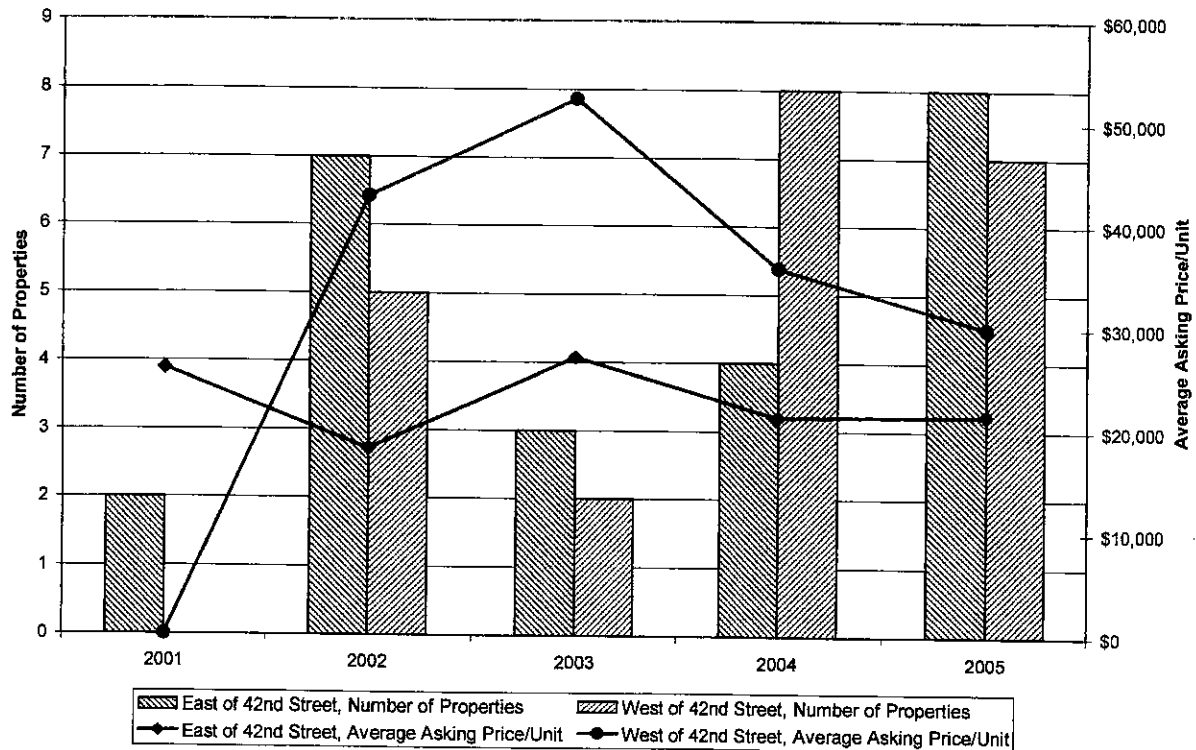
**Apartment Sales Exceeding \$500,000 Sale Price**



## APARTMENT PROPERTIES FOR SALE OVER \$500,000

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	2	7	3	4	8	+ 100.0%
Average Size (Unit)	145	24	122	42	71	+ 69.0%
Average Asking Price/Unit	\$25,952	\$18,127	\$27,131	\$21,306	\$21,520	+ 1.0%
West of 42nd Street						
Number of Properties	0	5	2	8	7	- 12.5%
Average Size (Unit)	0	30	13	80	76	- 5.0%
Average Asking Price/Unit	\$0	\$42,791	\$52,375	\$35,924	\$30,047	- 16.4%
Total						
Number of Properties	2	12	5	12	15	+ 25.0%
Average Size (Unit)	145	27	78	67	73	+ 9.0%
Average Asking Price/Unit	\$25,952	\$28,404	\$37,229	\$31,051	\$28,699	- 7.6%

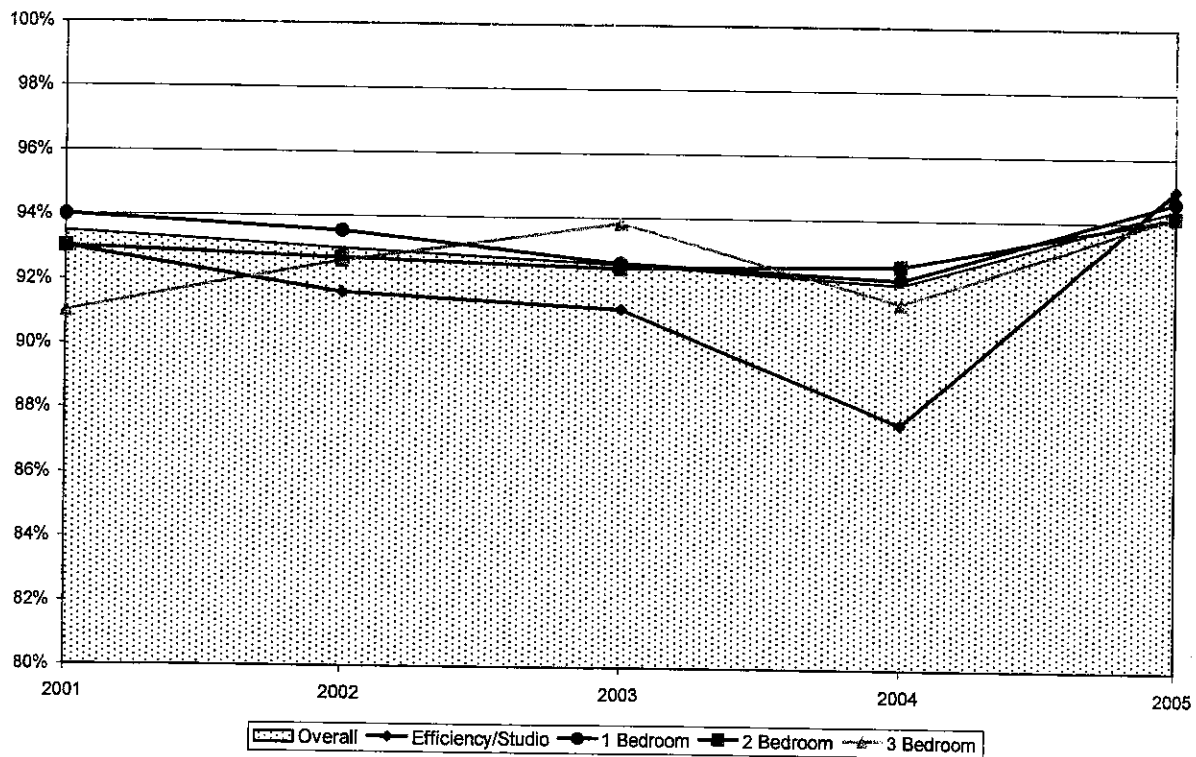
**Apartment Properties For Sale**



## APARTMENT OCCUPANCY

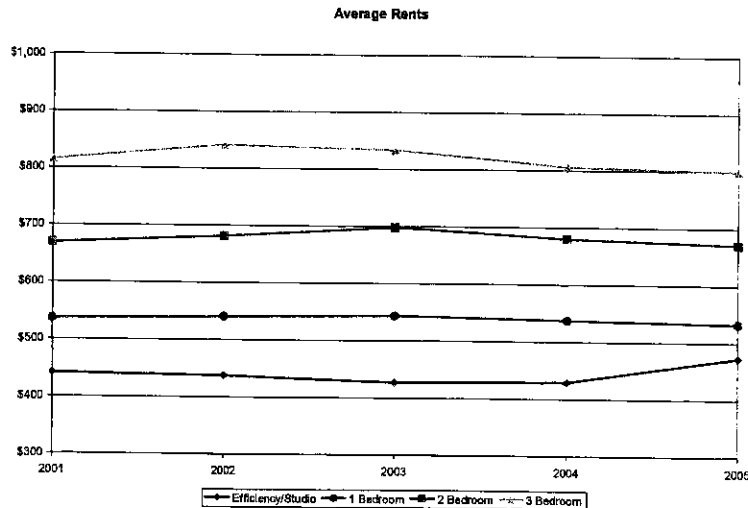
	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD</u> <u>Change</u>
Average Occupancy						
Efficiency/Studio	93%	92%	91%	88%	95%	+ 8.4%
1 Bedroom	94%	94%	93%	92%	95%	+ 2.7%
2 Bedroom	93%	93%	92%	93%	94%	+ 1.7%
3 Bedroom	91%	93%	94%	91%	94%	+ 3.1%
Overall	93%	93%	93%	92%	94%	+ 2.6%

**Average Occupancy**



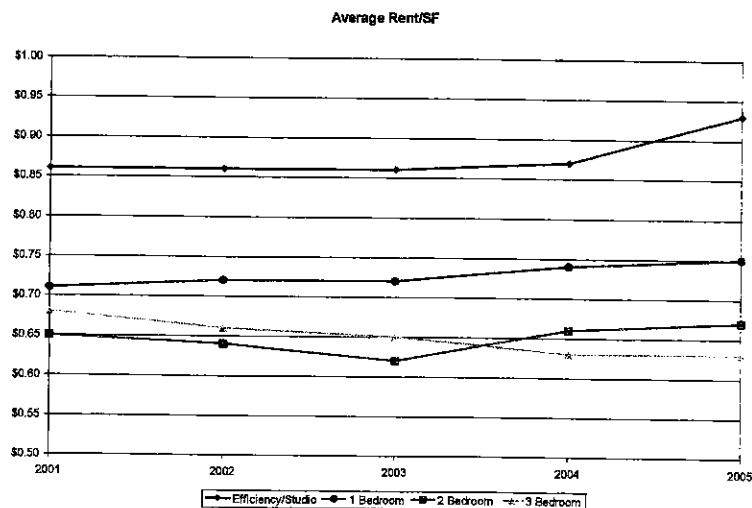
## APARTMENT RENTS/MONTH

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD</u> <u>Change</u>
Average Rents						
Efficiency/Studio	\$441	\$437	\$427	\$429	\$473	+ 10.3%
1 Bedroom	\$536	\$540	\$543	\$537	\$532	- 0.9%
2 Bedroom	\$669	\$681	\$698	\$680	\$671	- 1.3%
3 Bedroom	\$815	\$841	\$833	\$806	\$799	- 0.9%



## APARTMENT RENTS/MONTH/SF

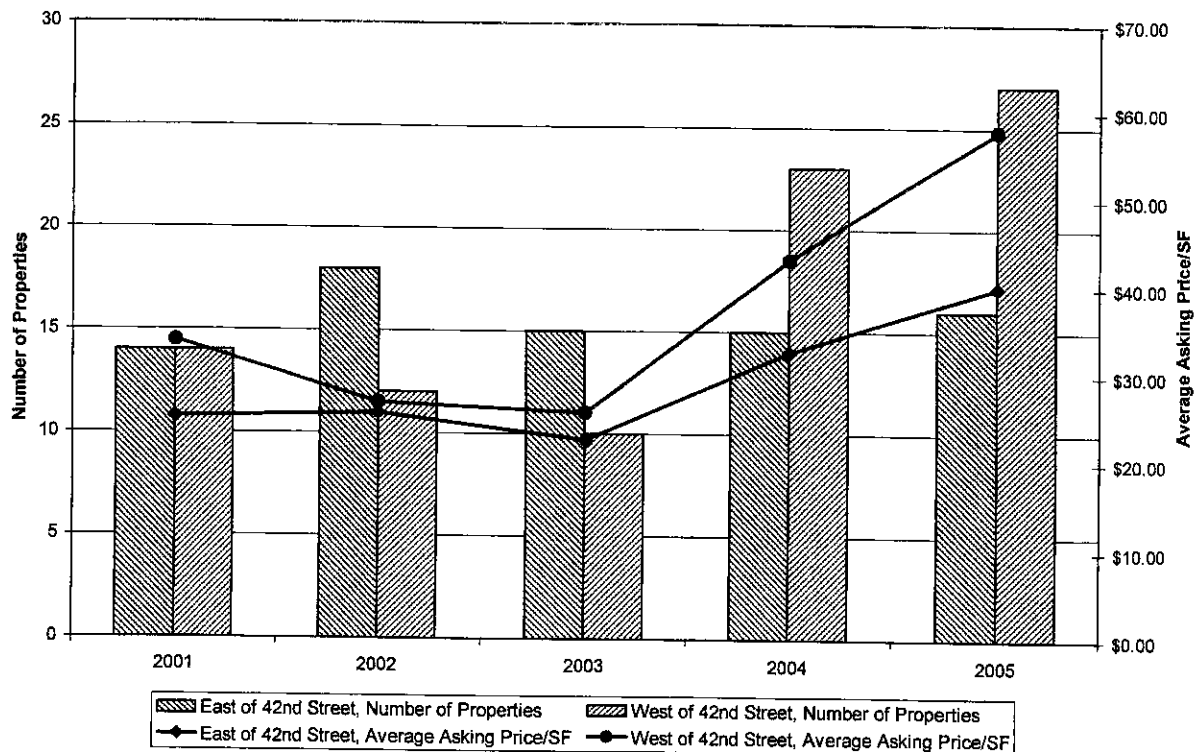
	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD</u> <u>Change</u>
Average Rent/SF						
Efficiency/Studio	\$0.86	\$0.86	\$0.86	\$0.87	\$0.93	+ 6.9%
1 Bedroom	\$0.71	\$0.72	\$0.72	\$0.74	\$0.75	+ 1.4%
2 Bedroom	\$0.65	\$0.64	\$0.62	\$0.66	\$0.67	+ 1.5%
3 Bedroom	\$0.68	\$0.66	\$0.65	\$0.63	\$0.63	+ 0.0%



## INDUSTRIAL PROPERTIES FOR SALE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	14	18	15	15	16	+ 6.7%
Average Size (SF)	32,052	61,632	70,471	51,369	42,881	- 16.5%
Average Asking Price/SF	\$25.08	\$25.62	\$22.63	\$32.62	\$40.07	+ 22.8%
West of 42nd Street						
Number of Properties	14	12	10	23	27	+ 17.4%
Average Size (SF)	66,200	107,587	106,708	139,235	51,697	- 62.9%
Average Asking Price/SF	\$33.74	\$26.83	\$25.73	\$43.20	\$57.90	+ 34.0%
Total						
Number of Properties	28	30	25	38	43	+ 13.2%
Average Size (SF)	49,126	80,014	84,966	104,551	48,417	- 53.7%
Average Asking Price/SF	\$29.41	\$26.10	\$23.87	\$39.02	\$51.27	+ 31.4%

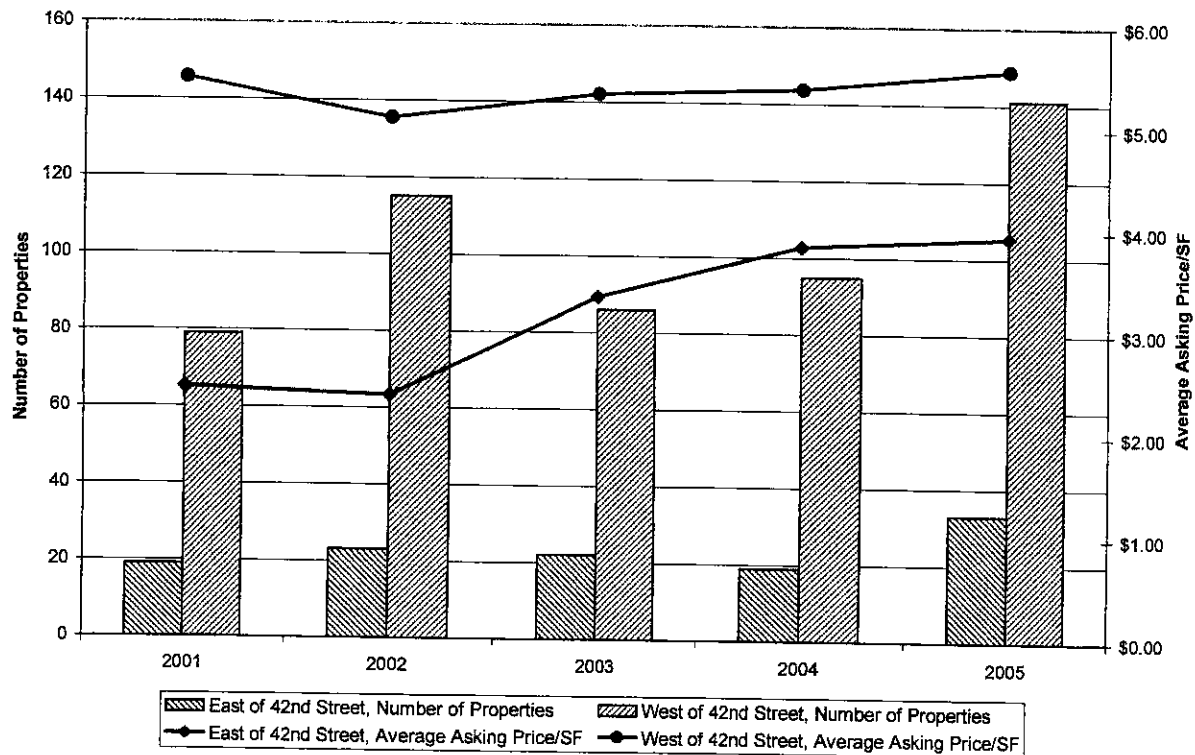
Industrial Properties For Sale



## INDUSTRIAL PROPERTIES FOR LEASE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	19	23	22	19	33	+ 73.7%
Average Size (SF)	25,072	34,956	43,824	44,131	30,536	- 30.8%
Average Asking Price/SF	\$2.44	\$2.37	\$3.35	\$3.85	\$3.95	+ 2.6%
West of 42nd Street						
Number of Properties	79	115	86	95	141	+ 48.4%
Average Size (SF)	13,332	11,219	12,634	15,349	19,281	+ 25.6%
Average Asking Price/SF	\$5.46	\$5.08	\$5.33	\$5.39	\$5.58	+ 3.5%
Total						
Number of Properties	98	138	108	114	174	+ 52.6%
Average Size (SF)	15,608	15,175	18,988	20,146	21,415	+ 6.3%
Average Asking Price/SF	\$4.87	\$4.63	\$4.93	\$5.13	\$5.27	+ 2.7%

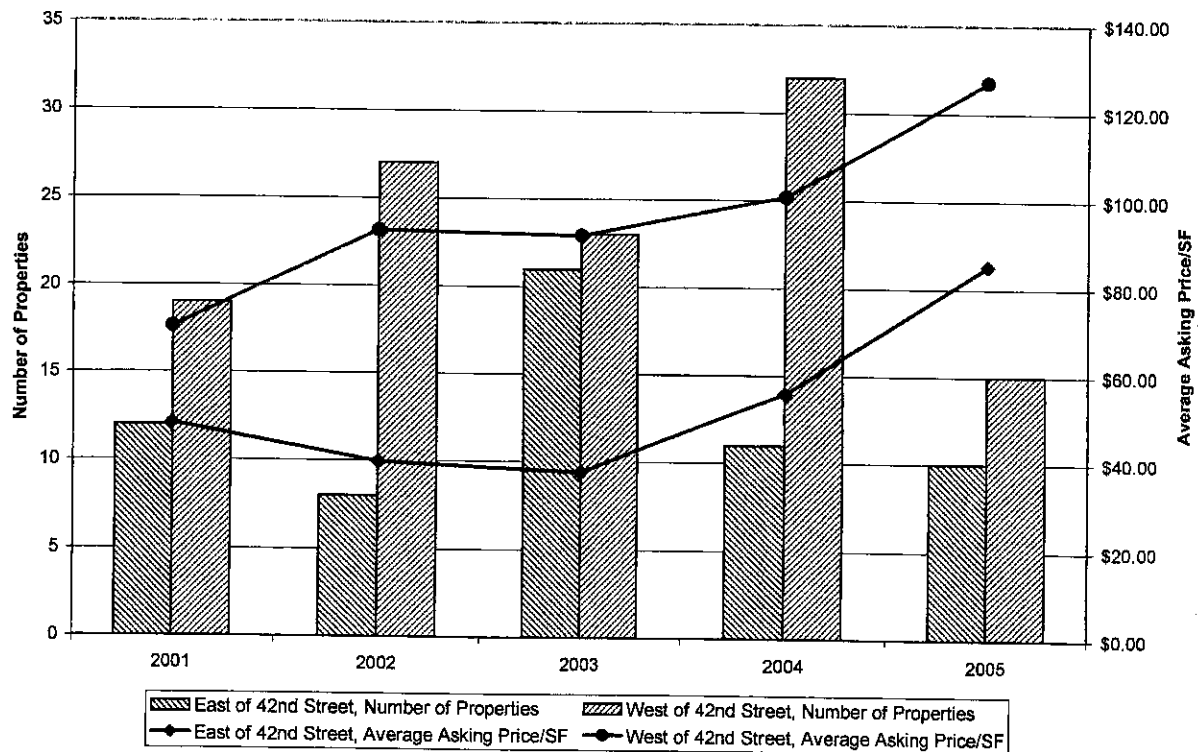
**Industrial Properties For Lease**



## OFFICE PROPERTIES FOR SALE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	12	8	21	11	10	- 9.1%
Average Size (SF)	34,086	20,718	72,431	100,337	40,251	- 59.9%
Average Asking Price/SF	\$48.46	\$39.83	\$37.56	\$55.78	\$85.23	+ 52.8%
West of 42nd Street						
Number of Properties	19	27	23	32	15	- 53.1%
Average Size (SF)	24,482	16,474	16,042	17,655	11,390	- 35.5%
Average Asking Price/SF	\$70.52	\$92.71	\$91.66	\$100.78	\$127.07	+ 26.1%
Total						
Number of Properties	31	35	44	43	25	- 41.9%
Average Size (SF)	28,200	17,444	42,955	38,806	22,934	- 40.9%
Average Asking Price/SF	\$61.98	\$80.62	\$65.84	\$89.27	\$110.33	+ 23.6%

Office Properties For Sale

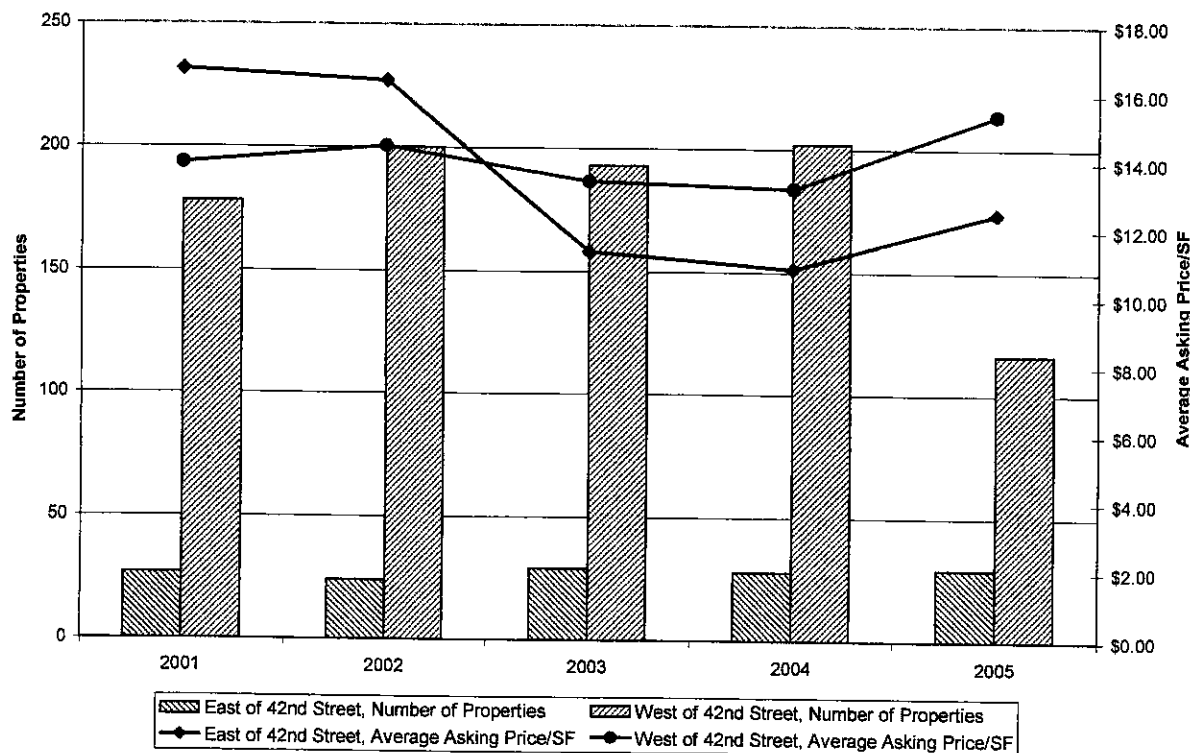




## OFFICE PROPERTIES FOR LEASE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	27	24	29	28	29	+ 3.6%
Average Size (SF)	27,611	25,790	35,983	26,453	20,878	- 21.1%
Average Asking Price/SF	\$16.68	\$16.36	\$11.37	\$10.89	\$12.50	+ 14.8%
West of 42nd Street						
Number of Properties	178	200	193	202	116	- 42.6%
Average Size (SF)	11,496	11,780	11,457	9,893	10,578	+ 6.9%
Average Asking Price/SF	\$13.93	\$14.45	\$13.43	\$13.22	\$15.40	+ 16.5%
Total						
Number of Properties	205	224	222	230	145	- 37.0%
Average Size (SF)	13,618	13,281	14,661	11,909	12,638	+ 6.1%
Average Asking Price/SF	\$14.29	\$14.65	\$13.16	\$12.94	\$14.82	+ 14.5%

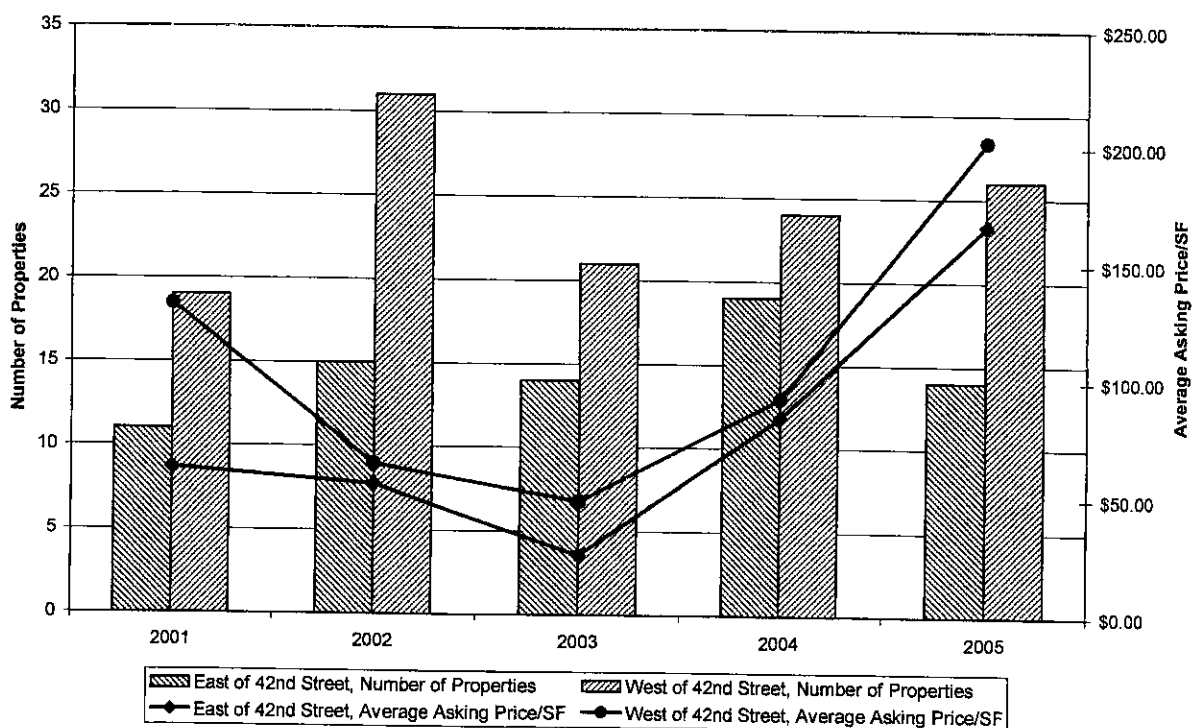
Office Properties For Lease



## RETAIL PROPERTIES FOR SALE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	11	15	14	19	14	- 26.3%
Average Size (SF)	7,062	5,907	16,865	12,327	12,409	+ 0.7%
Average Asking Price/SF	\$61.96	\$55.10	\$25.39	\$84.40	\$166.79	+ 97.6%
West of 42nd Street						
Number of Properties	19	31	21	24	26	+ 8.3%
Average Size (SF)	7,021	14,866	19,466	11,964	10,282	- 14.1%
Average Asking Price/SF	\$131.74	\$63.92	\$48.47	\$92.60	\$202.49	+ 118.7%
Total						
Number of Properties	30	46	35	43	40	- 7.0%
Average Size (SF)	7,036	11,945	18,426	12,124	11,027	- 9.0%
Average Asking Price/SF	\$106.15	\$61.04	\$39.24	\$88.98	\$189.99	+ 113.5%

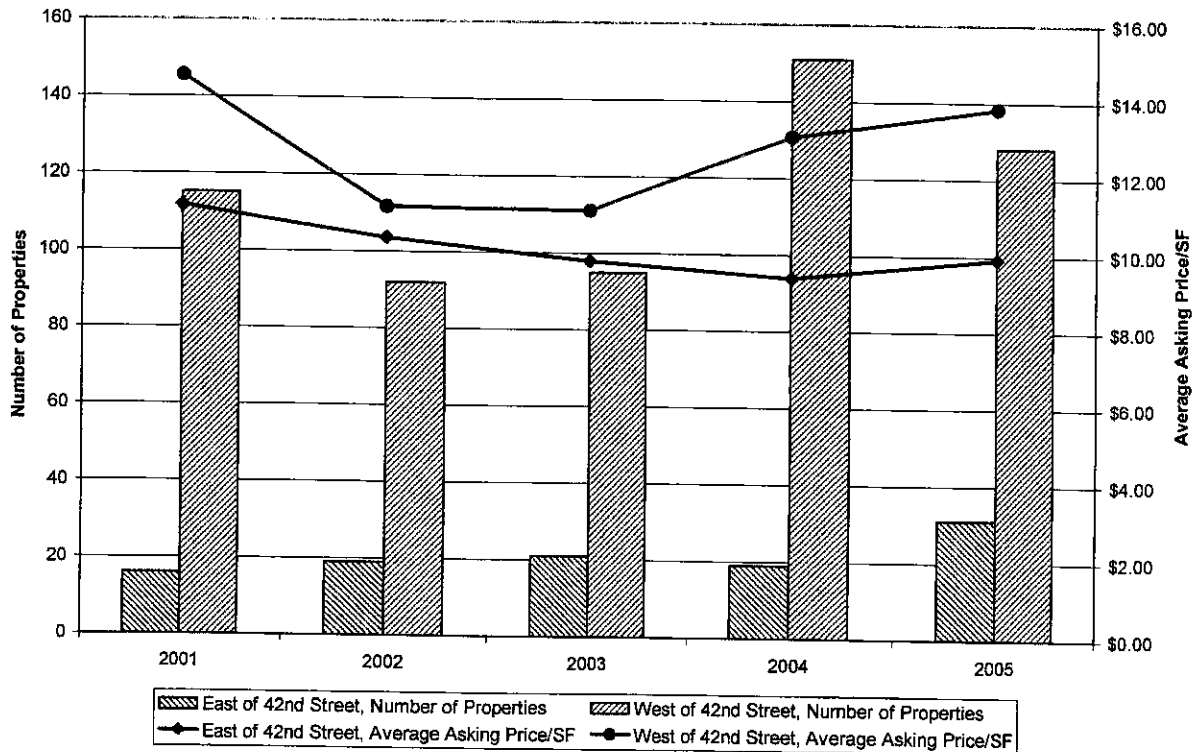
**Retail Properties For Sale  
Excluding C-Stores, Car Washes, and Service Stations**



## RETAIL PROPERTIES FOR LEASE

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>YTD Change</u>
East of 42nd Street						
Number of Properties	16	19	21	19	31	+ 63.2%
Average Size (SF)	7,354	6,600	5,467	12,652	11,673	- 7.7%
Average Asking Price/SF	\$11.16	\$10.35	\$9.79	\$9.39	\$9.92	+ 5.6%
West of 42nd Street						
Number of Properties	115	92	95	151	128	- 15.2%
Average Size (SF)	16,538	14,394	11,190	11,017	13,179	+ 19.6%
Average Asking Price/SF	\$14.55	\$11.16	\$11.10	\$13.07	\$13.83	+ 5.8%
Total						
Number of Properties	131	111	116	170	159	- 6.5%
Average Size (SF)	15,416	13,060	10,154	11,200	12,886	+ 15.1%
Average Asking Price/SF	\$14.14	\$11.02	\$10.86	\$12.66	\$13.07	+ 3.2%

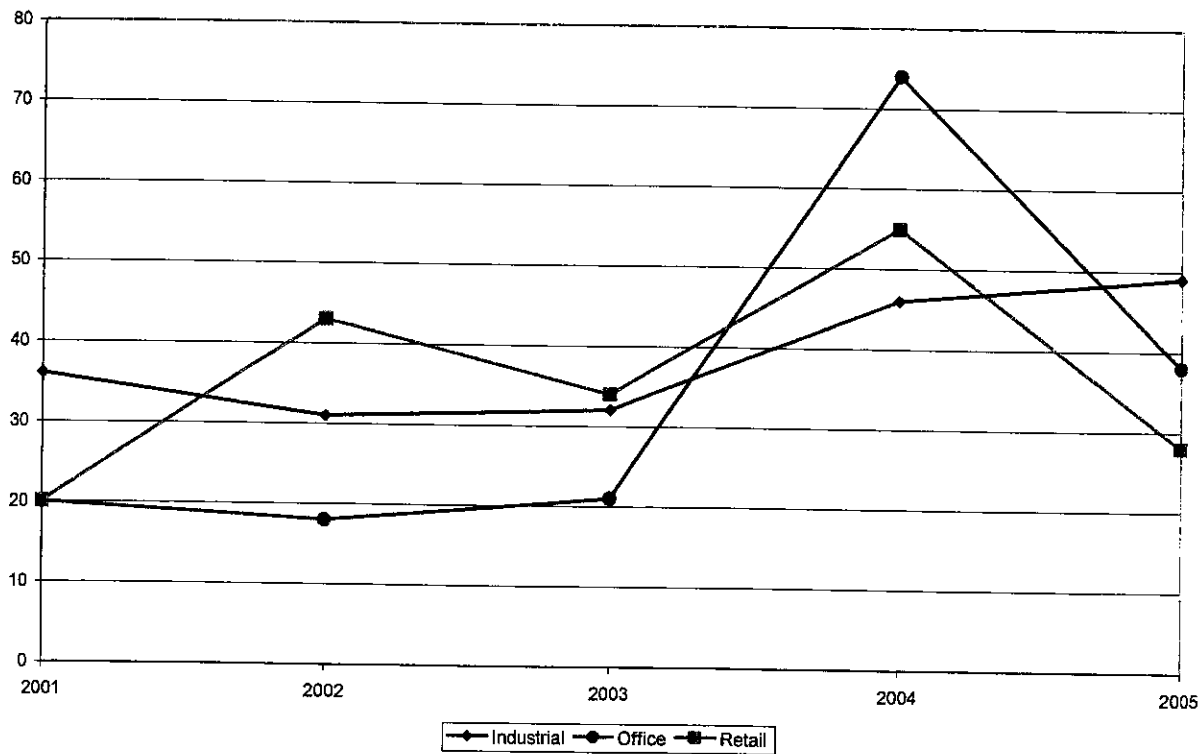
**Retail Properties For Lease**



## COMMERCIAL SALES OVER \$500,000

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	YTD Change
Industrial	36	31	32	46	49	+ 6.5%
Office	20	18	21	74	38	- 48.6%
Retail	20	43	34	55	28	- 49.1%

Commercial Sales Exceeding \$500,000

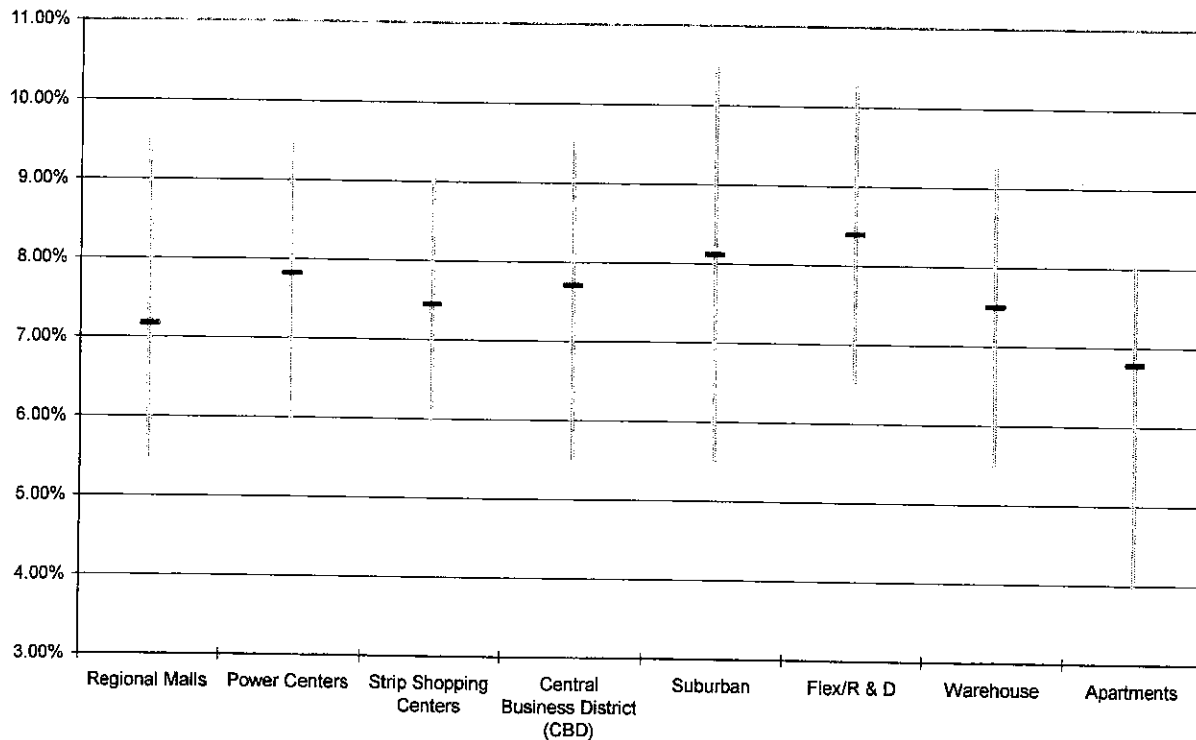


## CAPITALIZATION RATES

The following summary of overall capitalization rates is based on the National Survey of Metropolitan Centers as reported in the Price Waterhouse Coopers-Korpacz Investor's Survey.

	2004 Q3			2005 Q2			2005 Q3		
	High	Low	Average	High	Low	Average	High	Low	Average
Retail									
Regional Malls	11.50%	8.25%	9.98%	11.00%	7.00%	9.25%	9.50%	5.50%	7.17%
Power Centers	9.50%	8.00%	8.67%	9.50%	6.00%	8.00%	9.50%	6.00%	7.82%
Strip Shopping Centers	10.50%	6.25%	8.39%	9.50%	6.25%	7.72%	9.00%	6.00%	7.45%
Office									
Central Business District (CBD)	10.00%	6.00%	8.48%	10.00%	6.00%	8.00%	9.50%	5.50%	7.71%
Suburban	11.00%	7.00%	8.91%	10.50%	6.50%	8.45%	10.50%	5.50%	8.12%
Light Industrial									
Flex/R & D	10.50%	7.50%	8.77%	10.25%	6.50%	8.63%	10.25%	6.50%	8.39%
Warehouse	10.00%	6.50%	8.27%	10.00%	5.50%	7.83%	9.25%	5.50%	7.50%
Apartments	9.25%	5.00%	7.05%	9.00%	4.00%	6.52%	8.00%	4.00%	6.78%

**2005 Q3 Capitalization Rates**



## **DATA SOURCES**

The listing information for this Trend Analysis came from the Spring 2000, 2001, and 2002, and for Fall 2003 and 2004. The data presented was obtained from reliable third parties, including governmental agencies, non-profit community agencies, real estate listing services, and local real estate brokerages. Thus, the information provided is considered reliable but is not guaranteed.

**Economic Conditions:** United States Department of Labor, Bureau of Labor Statistics, <http://data.bls.gov>. Figures are not seasonally adjusted unless otherwise noted.

**Residential Data:** Great Plains REALTORS Multiple Listing Service, Inc., <http://www.oabr.com>.

**Omaha New Construction Permits:** City of Omaha Planning Department, Buildings & Permits Office. Single-Family Residential includes only single-family detached properties. Multifamily Residential includes duplexes, three-plexes, four-plexes, and larger apartment buildings, but does not include hotels/motels. Commercial properties include retail properties and service stations.

**Apartment Occupancy and Rents:** Fall editions of the Institute of Real Estate Management's (IREM) biannual Omaha Metropolitan Area Apartment Market Survey

Sales: Douglas County Assessor office

**Properties for Sale:** LoopNet (<http://www.loopnet.com>) commercial property listing web site. Property listings with insufficient information were excluded from calculations.

**Properties for Lease:** LoopNet (<http://www.loopnet.com>) commercial property listing web site. Property listings with insufficient information were excluded from calculations.

**Capitalization Rates:** Price Waterhouse Coopers-Korpacz Investor's Survey



## MITCHELL & ASSOCIATES, INC.

ROBERT F. MITCHELL, SR. 1893-1983

ROBERT F. MITCHELL, JR. SRPA  
R. JAMES MITCHELL, SRA  
RICHARD K. SEE  
D. WILCOX WHITESIDES, MAE SRA  
W. BRUCE WILKIE  
REBEKAH ANDERSEN

RICHARD C. WITTMANN  
KEVIN P. HERMSER  
DAVID C. WELLSANDT  
BRIAN D. WILSON  
TINA M. GUTTO  
JILL W. PERRY

December 14, 2005

Mr. Steve Oltmans  
General Manager  
Papio-Missouri Natural  
Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138

RE: Appraisal Proposal  
62.432 Acres of Floodway/Floodplain Land  
South and West of 132<sup>nd</sup> and State Streets  
Omaha, Nebraska

Dear Mr. Oltmans:

In response to your request, for a complete appraisal of the above-referenced property, I am submitting the following proposal:

On behalf of our firm, I will provide a complete narrative appraisal for your use in determining the Fair Market Value of the referenced property for the NRD's use in making an acquisition decision. It will be conditional only upon the following terms:

1. The appraisal will be prepared in compliance with the Minimum Appraisal Standards as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Appraisal Institute, and the Standards of the State of Nebraska, where I am a licensed Appraiser. It will not be based on a requested minimum (or maximum) value, specific valuation or approval of a loan and will not be limited.
2. I will prepare three originals of the report, addressed to you, so any additional copies or modifications, excluding correction of errors, will be provided only with an additional fee. The report will be prepared in a timely manner and delivery should be on or prior to February 1, 2006.
3. The fee to prepare the report will not exceed \$1,900 and is payable with the entire balance due upon your receipt of the complete, written report.  
  
The fee is not contingent upon the occurrence of any other event.
4. The results and content of the report will be revealed only to you or third parties you may designate. They will not be released to any other entity without your expressed written permission.

In order to comply with the Gramm-Leach-Bliley Act of 1999, our Privacy Notice is available upon request.

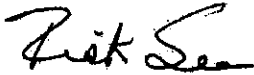
Real Estate Appraisers & Consultants

1401 West Center Road ■ Omaha, Nebraska 68143 ■ Tel: 402-330-4500 ■ FAX 402-330-2207

If you are in agreement with this proposal, please sign a copy of this letter and return it to me (keeping a copy for your file) as soon as possible.

If there are other questions, please contact me and thank you for the opportunity to be of service.

Sincerely,



Richard K. (Rick) See  
General Certified Appraiser - NE CG920143

Accepted:

  
By: Mr. Steve Oltmans

Date: 12-15-05

For: Papio-Missouri National Resources District



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made on this \_\_\_\_\_ day of January\_\_\_\_\_, 2006, by and between **HORGAN DEVELOPMENT COMPANY**, a Nebraska corporation (hereinafter referred to as "Seller"), and **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "Purchaser").

### Preliminary Statement

Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser certain real estate situated south and west of the intersection of 132<sup>nd</sup> and State Streets, in Douglas County, Nebraska, as more particularly described in this Purchase Agreement. This Purchase Agreement is being made and entered into for purposes of memorializing the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Legal Description.** Subject to the terms, conditions, representations and warranties set forth herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, approximately 62.432 acres (the "Assumed Acreage") of real property in the NE ¼ of Section 25, Township 16, Range 11 E- of the 6<sup>th</sup> P.M, Douglas County Nebraska, (the "Property"), the Property being situated south and west of the intersection of 132<sup>nd</sup> and State Streets and depicted on the diagram attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"). The exact legal description of the Property will be more particularly determined by survey and revised site plan prepared in accordance with Section 10 of this Purchase Agreement and approved in writing by Seller and Purchaser as hereinafter provided. The survey and revised site plan shall determine and indicate the total acreage of the Property and also shall determine and indicate the acreage of the Property exclusive of existing road/street right-of-way and road easements ("the Purchase Acreage"). Seller discloses that it is the contract purchaser of the Property and real estate adjacent thereto (the "Entire Parcel") under the terms of a Purchase Agreement with the current owner of the Entire Parcel (the "Seller Purchase Agreement"), a true and correct copy of the Seller Purchase Agreement being attached hereto as Exhibit "B" and incorporated herein by reference.

2. **Purchase Price.** Purchaser, in consideration of the mutual covenants and agreements contained herein, agrees to pay to Seller for the Property a purchase price ("the Purchase Price") computed by multiplying the Purchase Acreage by a per-acre price of ~~Ten Thousand~~Nine Thousand Two Hundred Eighty Seven and no/100 Dollars (~~\$10,000~~\$9,287.00), the Purchase Acreage being dependent upon adjustments determined and approved as provided in Sections 1 and 10 of this Purchase Agreement. Thus, for example, if the Purchase Acreage, as finally determined, is determined to be equal to the Assumed Acreage of ~~62.432~~099 acres, then the Purchase Price shall be ~~Six Five Hundred Twenty-four~~Seventy Six Thousand ~~Three-Seven~~Hundred Twenty-Thirty

| One and 00/100 Dollars (~~\$624,320~~576,731.00). The Purchase Price shall be paid by Purchaser to Seller as follows:

a. \$1,000 as earnest money ("Earnest Money") shall be deposited by Purchaser into an interest bearing trust account of Spence Title Services ("Escrow Agent") within three (3) business days following acceptance of this Purchase Agreement by Seller, which shall be non-refundable in the absence of a default in this Purchase Agreement by Seller.

b. The balance of the Purchase Price shall be payable by the Purchaser to the Seller as follows:

| i. ~~\$224,320~~176,731 shall be paid in cash or other immediately available funds to Seller at the closing of this transaction ("the Closing").

ii. \$200,000 shall be paid in cash or other immediately available funds to Seller on or before June 30, 2007, without interest until delinquent, but with interest at the rate of seven and one-half percent (7.50%) per annum after delinquency and until payment, such obligation to be evidenced by Purchaser's promissory note in the form as attached hereto as Exhibit "C" and incorporated herein by reference, given at Closing.

iii. The balance of the Purchase Price shall be paid in cash or other immediately available funds to Seller on or before June 30, 2008, without interest until delinquent, but with interest at the rate of seven and one-half percent (7.50%) per annum after delinquency and until payment, such obligation to be evidenced by Purchaser's promissory note in the form as attached hereto as Exhibit "D" and incorporated herein by reference, given at Closing.

3. **Closing.** The Closing shall occur on June 30, 2006, or on such other date as may be agreed upon in writing by Purchaser and Seller.

4. **Warranty Deed.** At Closing, the Seller shall execute and deliver to Purchaser, or its successors, assigns or nominees, a full warranty deed conveying insurable, marketable fee-simple title to the Property, free and clear of all liens, encumbrances, limitations, covenants, reservations, conditions, restrictions and easements, except for 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 Property and in any streets and alleys which are adjacent to the Property.

5. **Title Policy.**

a. **The Commitment.** Within thirty (30) days after execution of this Purchase Agreement, Seller shall deliver to Purchaser a commitment (herein the "Commitment") from Spence Title Services, Inc. for issuance of a Seller's (ALTA Form B) policy of title insurance to be issued at Closing by Spence Title Services, Inc. or another title insurance company acceptable to Purchaser. The Commitment shall be irrevocable for a period of six (6) months, and shall commit the insurer to insure the title to the 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. The Commitment shall exclude all standard exceptions to coverage shown on Schedule B, and shall include an extended coverage endorsement acceptable to Purchaser, the cost of which extended coverage endorsement, if any, shall be borne by Purchaser.

b. **Purchaser's Objections to Title.** Within thirty (30) days after both delivery of the Commitment and Purchaser's receipt and approval of the survey and revised site plan contemplated by Section 10 have occurred, 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 sixty (60) days from the date of Purchaser's delivery of written objections to Seller, Purchaser shall have the right to terminate this Purchase Agreement.

c. **New Liens or Conditions.** So long as this Purchase Agreement is in effect, the Seller shall not transfer, convey or otherwise dispose of any right, title or interest in the 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 Property, other than the lien for current real estate taxes which are due but not yet delinquent.

6. **Right of Entry.** Subject to any limitations under the Seller Purchase Agreement, Purchaser, and its duly authorized agents, shall have the right prior to Closing, to enter into and upon the 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 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.

7. **Risk of Loss.** All risk of loss in the Property in this transaction shall remain with Seller until the Closing has occurred and possession of the Property has been delivered to Purchaser.

8. **Leases and Other Interests.** Seller's obligation to sell the Property and Purchaser's obligation to purchase the Property shall be contingent upon Seller's acquisition of the Property under the terms of the Seller Purchase Agreement. At the Closing, no portion of the Property will be subject to any purchase agreement or right of first refusal and no portion of the Property will be subject to any lease or other undisclosed and unrecorded interest, right or restriction. Seller certifies that there will have been no labor performed and no materials furnished to the Property by any person or entity who have not been paid in full, for at least one hundred twenty (120) days prior to the Closing. Seller hereby indemnifies and agrees to hold Purchaser harmless from any such claims.

9. **Hazardous Materials.** Seller represents and warrants that Seller has not used, generated, stored or disposed of, above, in, on, under or around the Property any "hazardous materials", as hereinafter defined, and except for the "Disclosed Condition", as hereinafter defined, Seller has no actual personal knowledge that there are any hazardous materials above, in, on, under, or around the 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 do 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 Property now or at any time prior to Closing. Seller discloses that it has secured a Phase II Environmental Site Assessment from Theile Geotech, Inc., dated July 14, 2005 for the Entire Parcel (the "ESA"). The ESA reports certain environmental conditions that may impact the Property (the "Disclosed Conditions"). Seller and Purchaser agree that Seller's purchase of the Entire Parcel and Purchaser's acquisition of the Property from Seller shall be contingent upon their satisfaction, in each of their sole discretion, as to the Disclosed Condition and its impact upon the Entire Parcel and Property, respectively. Seller agrees to indemnify, and hold the 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 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 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 Property (except costs and expenses relating to any such substances or materials that do not exist either on or off the Property as of the Closing or that are introduced by the NRD or its employees, officers, contractors or agents).

10. **Survey.** Not later than thirty (30) days following execution of this Purchase Agreement, Seller agrees to provide to Purchaser with all boundary surveys and topographic studies in Seller's possession relating to the Property. Seller shall also provide to Purchaser any soil tests, engineering reports, wetland studies, or other similar drawings and technical information relating to the Property that Seller may have in its possession at no additional cost to Purchaser. Not later than sixty (60) days following execution of this Purchase Agreement, Seller shall have its engineers and Nebraska-licensed surveyors prepare a certified land survey and revised site plan for the Property. The certified land survey and revised site plan shall reflect the true legal description of the Property and the true Purchase Acreage of the Property, which shall be the acreage of that portion of the Property exclusive of existing road/street right-of-way and road easements, and shall be subject to approval by Seller and by Purchaser's Board of Directors. In the event the approved survey and revised site plan indicate that the Purchase Acreage varies from the Assumed Acreage, then an adjustment to the Purchase Price, either upward or downward, as the case may be, shall be made at the rate of Nine Thousand Two Hundred Eighty Seven~~Ten~~—~~Thousand~~ and 00/100 Dollars (~~\$10,000~~9,287.00) per surveyed acre.

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

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

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.

c. **Satisfactory Appraisal.** This Purchase Agreement is contingent upon the Purchaser securing an appraisal from Rick See of Mitchell & Associates, on or before March 1, 2006, ~~determining an average value of the Purchase Acreage of the Property of at least Ten Thousand Dollars (\$10,000) per acre.~~ This condition shall be deemed satisfied in the event of receipt and approval by Purchaser's Board of Directors of such an appraisal.

12. **Seller Condition Precedent.** Seller's obligation to convey the Property to Purchaser hereunder shall be conditioned upon Seller's closing on the purchase of the Entire Parcel under the Seller Purchase Agreement.

13. **Closing Costs and Apportionments.**

a. **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 Property does not contain all of the property included in the tax parcel, Seller and Purchaser shall agree on an equitable allocation of the valuation attributable to the Property and the portion of the tax parcel that is not purchased by Purchaser. Seller shall pay all non-exempt greenbelt taxes.

b. **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, including agricultural deferrals, which affect the 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.

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

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

e. **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 the Closing company or agent.

f. **Survey.** Purchaser and Seller shall each pay one-half of the cost of the survey and revised site plan required by Section 10 of this Purchase Agreement.

g. **Arterial Street Improvement Program.** Purchaser shall be responsible for all Arterial Street Improvement fees that may be charged by the City of Omaha in the future.

14. **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 Property, and to verify to Seller's satisfaction the conditions of this Purchase Agreement, including, but not limited to:

- a. Affidavit of possession;
- b. Construction lien and special assessment affidavit and indemnity; and
- c. Full warranty deed.

15. **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, and shall be effective on the date of such deposit or the date of delivery, as the case may be:

TO SELLER: c/o Mr. Robert P. Horgan  
Horgan Development Company  
13215 Birch Street, Suite 103  
Omaha, NE 68154

COPY TO: James D. Buser  
Pansing Hogan Ernst & Bachman LLP  
10250 Regency Circle Suite 300  
Omaha, NE 68114

TO PURCHASER: Papio-Missouri Natural Resources District  
c/o Steven G. Oltmans, General Manager  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138

COPY TO: Mr. Paul Peters  
Taylor Peters & Drews  
2120 S. 72<sup>nd</sup> Street #640  
Omaha, NE 68124

16. **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.

17. **Broker.** Seller and Purchaser each represent to the other that they have not engaged a real estate agent or broker in this transaction. Seller discloses that Robert P. Horgan, a principal of Seller, is a licensed real estate broker in the State of Nebraska acting in his 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.

18. **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 and the earnest money payment made by Purchaser to Seller, including accrued interest thereon, shall be deemed to be liquidated damages and shall be retained by Seller. If Seller defaults in the performance of any of their 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 for such cure, the Agreement shall stand canceled and terminated at the expiration of the thirty (30) day period. Thereafter, all

earnest money and interest shall be immediately refunded to Purchaser. In addition to the above remedies, both parties shall also be entitled to any and all other remedies available at law or in equity.

19. **Offer and Acceptance.** If this offer is not accepted by Seller on or before the 31st day of January, 2006, at 5:00 p.m., it shall become void, and all payments shall be repaid to Purchaser. Purchaser shall, however, have the right to withdraw the offer at any time prior to acceptance thereof by Seller.

20. **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, provided, however, Purchaser shall have the right to assign this Purchase Agreement to another entity in which it has a controlling equity interest. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

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

22. **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 for the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

23. **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.

24. **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.

25. **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 if granted or endorsed in writing by the appointed or acting General Manager or Assistant General Manager of the Purchaser.



26. **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.

27. **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.

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

SELLER:

**HORGAN DEVELOPMENT COMPANY**, a  
Nebraska corporation

By \_\_\_\_\_  
Robert P. Horgan, President

PURCHASER:

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
Steven G. Oltmans, General Manager

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
January \_\_\_\_\_, 2006, by Robert P. Horgan, as President of  
HORGAN DEVELOPMENT COMPANY, a Nebraska corporation, for and on behalf of  
the corporation.

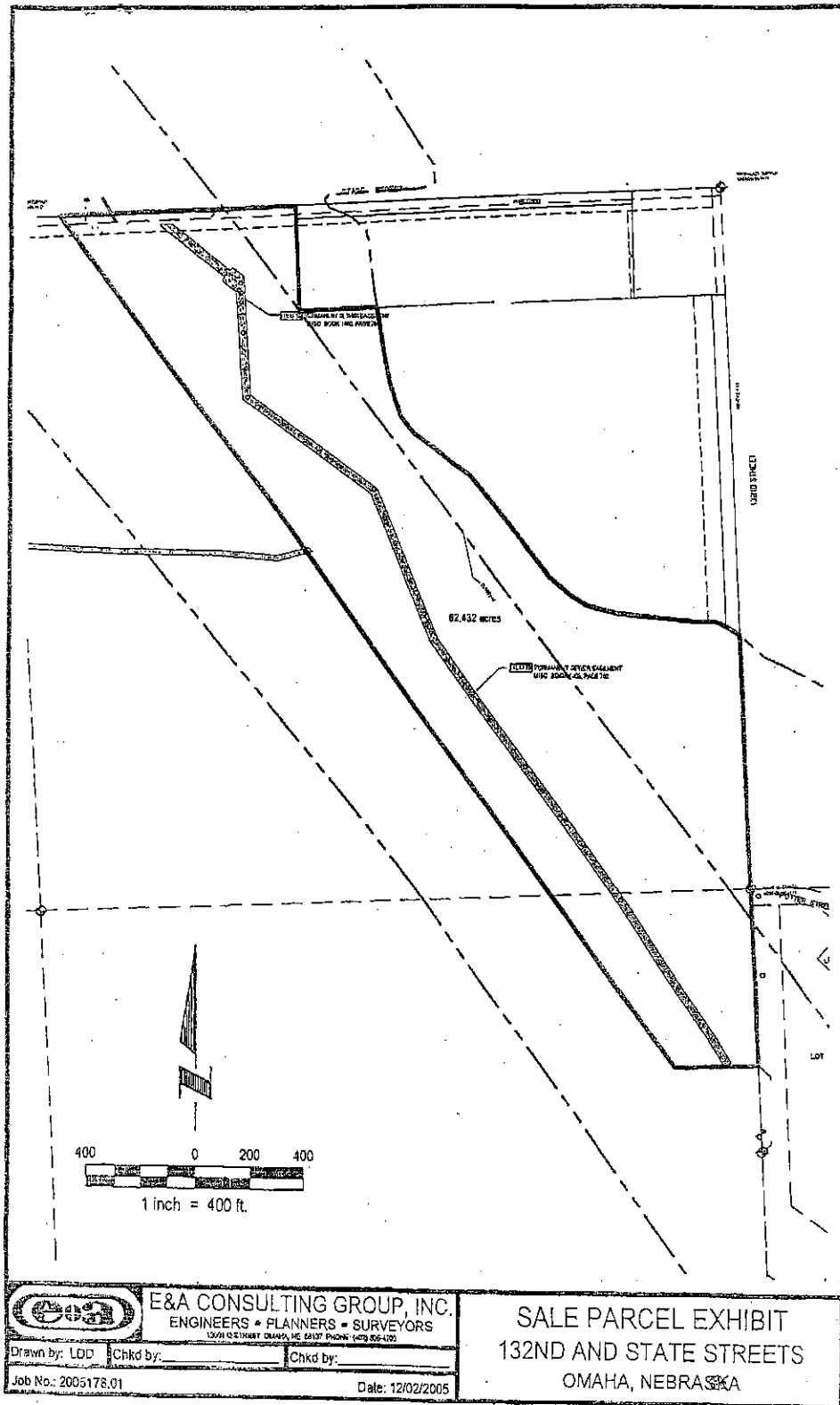
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
January \_\_\_\_\_, 2006, by Steven G. Oltmans, General  
Manager of Papio-Missouri River Natural Resources District, for and on behalf of the  
district.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"



*Markman*  
*100 Ac*

**Bennington Realty, Inc.**  
Box 1  
Bennington, Nebraska 68007  
238-2238

**PURCHASE AGREEMENT**

(This is a legally binding contract. If not understood, seek legal advice.)

Date April 1, 2005

The undersigned Purchaser (whether one or more) agrees to purchase the Property described as follows:

1. Address: 13203 State St., Omaha, NEZip Code 681422. Legal Description (Property): Approximately 100 acres located in the NE 1/4 of Section 25, Township 16, Range 11, Douglas County, Nebraska. (A survey will be needed to determine exact acres.)

including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: None

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by warranty deed or \_\_\_\_\_ free and clear of all liens, encumbrances or special taxes levied or assessed, except \_\_\_\_\_ subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.

5. Assessments: Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. \$12,500. per acre x 100 acres

6. Consideration: Purchaser agrees to pay approximately One Million Two Hundred Fifty Thousand and no/00-- (\$ 1,250,000.00) DOLLARS on the following terms: \$ 1,000.00 (Deposit) deposited herewith as evidenced by the receipt attached below. If the Deposit is paid by check, it will be cashed. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified below, the Deposit shall be refunded. In the event of refusal or failure of the Purchaser to consummate the purchase, the Seller may, at his option, retain the Deposit as liquidated damages for failure to carry out the agreement of sale, subject to the terms of the listing agreement. Balance to be paid only as shown in the following paragraphs: 7 & 11

7. All Cash: Balance of \$ 1,249,000.00 shall be paid in cash, or certified or cashier's check at time of delivery of deed, no financing being required.

8. Conditional Upon Financing: Balance of \$ \_\_\_\_\_ shall be paid in cash, or by certified or cashier's check at time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ \_\_\_\_\_. The financing will be VA \_\_\_\_\_ FHA \_\_\_\_\_ CONVENTIONAL \_\_\_\_\_, P.M.I. \_\_\_\_\_ or \_\_\_\_\_, with terms providing for initial interest not exceeding \_\_\_\_\_ % per annum, plus mortgage insurance if required, amortized over not less than \_\_\_\_\_ years, with initial monthly principal and interest payment of not more than \$ \_\_\_\_\_ plus taxes and insurance. The note will be for a period of not less than \_\_\_\_\_ years. Loan origination/service fee to be paid by Purchaser. Purchaser agrees to make application for financing within five (5) business days of acceptance of this offer, to sign all papers and pay all costs in connection therewith, and to establish escrow reserves as required. If the financing is not approved within \_\_\_\_\_ days from date of acceptance, this offer shall be null and void, and the Deposit will be returned to Purchaser. However, if processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Discount points not to exceed \_\_\_\_\_ will be paid by \_\_\_\_\_.

9. Assume Existing Note, Mortgage (or) Deed of Trust: Purchaser agrees to assume and pay existing note balance in favor of \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ and pay the balance in cash, or by certified or cashier's check at the time of delivery of the deed. It is understood that the note terms provide a current interest rate of \_\_\_\_\_ % per annum and payments of \$ \_\_\_\_\_ per \_\_\_\_\_. Said payment includes \_\_\_\_\_. Interest on the existing note balance and any mortgage insurance premium shall be prorated to date of closing. Purchaser agrees to reimburse the Seller for the amount in the escrow reserve account which is to be assigned to Purchaser. Seller agrees the existing note, mortgage or deed of trust and escrows will be current and in good standing at time of closing. Purchaser agrees to pay assumption fees, if any. Purchaser does \_\_\_\_\_ or does not \_\_\_\_\_ agree to provide a release of liability of seller before closing.

10. Seller Financing: Balance to be evidenced by \_\_\_\_\_ with Seller, providing for additional cash payment, certified or cashier's check of \$ \_\_\_\_\_ at time of execution of all instruments, and the remainder of \$ \_\_\_\_\_ shall be paid in monthly payments of \$ \_\_\_\_\_ or more, which monthly payments shall include interest at the rate of \_\_\_\_\_ % per annum computed monthly on the unpaid portion of the principal, amortized over not less than \_\_\_\_\_ years. The note shall be for a period of not less than \_\_\_\_\_ years. All other terms and conditions of the instrument shall be as mutually agreed. All said instruments to be prepared within \_\_\_\_\_ days after acceptance of this offer. \_\_\_\_\_'s attorney shall prepare the instruments and cost of preparation shall be paid by \_\_\_\_\_. \_\_\_\_\_'s attorney shall review and approve all said instruments within \_\_\_\_\_ days of acceptance of this offer.

11. See Attachment

12. Taxes: (a) Urban 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 date of possession. (b) Rural Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of possession \_\_\_\_\_ closing \_\_\_\_\_ or \_\_\_\_\_.

13. Rents, Deposit and Leases, If Rented: All leases and rents shall be current at closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Purchaser at the time of closing.

14. Sanitary and Improvement District (S.I.D.): Purchaser understands that this property is located within S.I.D. # \_\_\_\_\_ and acknowledges a receipt of the most recently filed S.I.D. Statement.

15. Conveyance of Title: Seller shall furnish a current title insurance commitment or complete abstract of title to Purchaser within \_\_\_\_\_ days from the date of acceptance of this offer or loan approval if this agreement is conditional upon financing. The closing of the sale shall be within \_\_\_\_\_ days after delivery of said title commitment or abstract of title if marketable, or within a reasonable period of time if title defects are found. If said title defects are not cured within a reasonable time period the Purchaser may rescind this agreement and the deposit shall be refunded. Approximate closing date to be March 1, 2006, and possession date to be closing date or \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m. The cost of any title insurance policies issued for this sale, shall be equally divided between Purchaser and Seller.

16. Closing: Purchaser and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent or the Broker and that the Broker is authorized to transfer all contracts and the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for closing of the sale, or accounting for said funds. Escrow Agent's or the Broker's charges shall not exceed \$ 400.00 and shall be equally divided between Purchaser and Seller unless Purchaser is obtaining a V.A. or F.H.A. loan, then cost of the closing shall be paid by Seller.

17. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.

18. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Purchaser. Purchaser agrees to provide his own hazard insurance.

19. **Wood Infestation:** Purchaser (Seller, in the case of a new V.A. loan) agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Purchaser agrees to accept the treated Property upon completion of repairs.

20. **Survey/Plot Plan:** Purchaser acknowledges if a survey is needed, the purchaser agrees to pay for the survey.

21. **Smoke Detector:** Seller agrees to install, at Seller's expense, smoke detectors as required by law.

22. **Remuneration:** Purchaser and Seller acknowledge and understand that Broker and/or its agents may receive financial remuneration from the sale of title insurance or other forms of insurance or service.

23. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no latent defects in the property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession. Seller will allow Purchaser to walk through property within \_\_\_\_\_ hours before closing to confirm working condition of above items.

**THIS OFFER IS BASED UPON PURCHASER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.**

24. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before April 15, 2005 at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

The Purchaser acknowledges that they understand that all realtors involved in this transaction are representatives of and acting as agents for the Seller.

WITNESS: \_\_\_\_\_ PURCHASER: [Signature] SS#Fed. ID# \_\_\_\_\_  
 WITNESS: \_\_\_\_\_ PURCHASER: \_\_\_\_\_ SS#Fed. ID# \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

### RECEIPT

(NAMES FOR DEED) RECEIVED FROM: \_\_\_\_\_  
 the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS  
 (by \_\_\_\_\_) to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

REALTOR (Company Name) \_\_\_\_\_

AGENT'S NAME (Printed) \_\_\_\_\_

OFFICE ADDRESS \_\_\_\_\_

AGENT'S SIGNATURE \_\_\_\_\_

BROKER CODE # \_\_\_\_\_

PHONE # \_\_\_\_\_

AGENT CODE # \_\_\_\_\_

HOME PHONE # \_\_\_\_\_

### ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

The seller accepts this offer subject to the Buyer paying the Commission expense to Benchmark Realty Inc.

WITNESS: [Signature] SELLER: [Signature] Date 4-12-05 19\_\_\_\_\_  
 WITNESS: \_\_\_\_\_ SELLER: \_\_\_\_\_ SS#Fed. ID# \_\_\_\_\_  
 WITNESS: \_\_\_\_\_ SELLER: \_\_\_\_\_ SS#Fed. ID# \_\_\_\_\_

STATE OF Nebr  
 COUNTY OF Douglas  
 The foregoing purchase agreement was acknowledged before me

on 4-12-05 19\_\_\_\_\_. By

[Signature]  
 (Seller's Name)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 The foregoing purchase agreement was acknowledged before me

on \_\_\_\_\_, 19\_\_\_\_\_. By

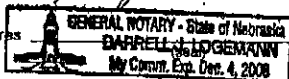
\_\_\_\_\_  
 (Seller's Name)

\_\_\_\_\_  
 (Seller's Name)

\_\_\_\_\_  
 Notary Public

Commission Expires \_\_\_\_\_ (year)

Commission Expires \_\_\_\_\_



### PURCHASER RECEIPT

Purchaser acknowledges a fully executed copy of this agreement on 4-15-05 19\_\_\_\_\_  
 PURCHASER: [Signature] PURCHASER: \_\_\_\_\_

### PURCHASER PLEASE NOTE

At closing, Purchaser is required to have cash or certified or cashier's check for the balance of amounts due.

### SELLER PLEASE NOTE

Upon termination of Seller's Insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

*Bennington Realty, Inc.*

Box 1 • Bennington, NE 68007

Office (402) 238-2238  
Residence (402) 238-2462  
Fax (402) 238-2724

ATTACHMENT

- 1) Buyer is purchasing this parcel at \$12,500.00 per acre. A survey will be needed to determine the exact acres and the final purchase price. Buyer will pay for the survey.
- 2) The payment of the purchase price shall be:
  - a. \$1,000.00 initial earnest deposit paid at the signing of the Purchase Agreement
  - b. Additional \$9,000.00 earnest deposit shall be paid after the "Inspection Period".
  - c. Balance of the purchase price to be paid at closing in cash or cash equivalent. All funds shall be deposited directly with Spence Title Co., Omaha, Nebraska. The seller will be doing a "1031 tax free IRS" exchange on this parcel of land.
- 3) Inspection Period. Within sixty (60) days of the date Seller executes and returns this Purchase Agreement to Purchaser, if Purchaser determines that it is not content with the property for any reason, Purchaser may in its sole discretion terminate this Agreement by written notice to the Seller whereupon all earnest monies shall be returned to Purchaser. Thereafter all earnest deposits shall become non-refundable except in the event Seller cannot provide marketable title. Seller warrants however, that he has no knowledge of the existence of any hazardous substances, rubble, trash or fill on the property.
- 4) Closing of this property shall be March 1, 2006. Buyer to receive full possession at closing. Seller to receive all 2005 farm-crop income and pay the 2005 real estate taxes due in 2006.
- 5) Buyer will pay all "green belt" taxes due on this property.
- 6) Seller's Right to Effect an Exchange. Purchaser will cooperate with Seller at Seller's option in an IRS Sec. 1031 "like-kind exchange". Buyer will cooperate with Seller on all "1031" trades and will deposit additional funds for land purchases with the escrow agent upon demand from the seller.
- 7) Broker. Seller acknowledges that Purchaser is a licensed real estate broker in the State of Nebraska.

## EXHIBIT "C"

### NOTE

\$200,000.00

\_\_\_\_\_, 2006  
Omaha, Nebraska

The undersigned PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Maker") promises to pay to HORGAN DEVELOPMENT COMPANY, a Nebraska corporation ("Holder"), with payments to be made at 13215 Birch Street, Suite 103, in Omaha, Nebraska, or at any other place designated by Holder, the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), without interest accruing on the unpaid principal balance prior to the "Maturity Date", as hereinafter defined, payable as follows:

One (1) installment of the entire principal balance shall be paid on the 30<sup>th</sup> day of June, 2007 (the "Maturity Date"). All payments made hereunder shall be applied first to accrued interest, if any, and the balance of such installment, after the payment of such interest, shall be applied to the unpaid principal balance.

If the entire principal payment is not paid on the Maturity Date, when due, then unpaid principal, together with the costs and charges for the collection, defense or enforcement thereof, including attorneys' fees to the extent allowable by Nebraska law, shall draw interest at the rate of seven and one-half percent (7 1/2%) per annum until paid.

This Note is executed and delivered by the Maker in exchange for an actual loan of the principal amount shown above.

The Maker shall be entitled to prepay any part or all of the unpaid principal balance of this Note without prepayment charge.

If any installment of principal and interest is not paid when due, or, subject to applicable cure periods, then, in such event, time being of the essence hereof, the Holder may following ten (10) days written notice of default and Makers failure to cure such default declare the entire unpaid principal balance of this Note and accrued interest, if any, due and payable at once without written notice to the Maker. The Holder's failure to exercise such option upon any default under the instruments identified above shall not be construed as a waiver to exercise such option upon any later failure or default. The option of the Holder expressed in this paragraph shall continue until all such defaults have been cured.

The undersigned hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Note.

The Maker to this Note agrees that in the event this Note is referred to an attorney for collection or to defend or enforce any of the Holder's rights hereunder or

under any instrument securing this Note, the Maker will indemnify and hold harmless the Holder and its successors and assigns from and against any and all its reasonable attorney's fees, and all court costs and other expenses incurred in connection with or as a result of such collection, defense or enforcement.

No delay or omission on the part of the Holder in exercising any remedy, right or option hereunder shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

The laws of the State of Nebraska shall govern, control, and bind in all matters arising under the transaction of which this Note is a part and all agreements entered into thereunder, except only to such extent as the local law of the place where the land security is located must govern the validity, enforceability and any foreclosure proceedings of the security interest in such land. All payments hereunder shall be payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT**

By: \_\_\_\_\_  
STEVEN G. OLTMANS  
General Manager



## EXHIBIT "D"

### NOTE

\$ \_\_\_\_\_, 2006  
Omaha, Nebraska

The undersigned PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("Maker") promises to pay to HORGAN DEVELOPMENT COMPANY, a Nebraska corporation ("Holder"), with payments to be made at 13215 Birch Street, Suite 103, in Omaha, Nebraska, or at any other place designated by Holder, the principal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00), without interest accruing on the unpaid principal balance prior to the "Maturity Date", as hereinafter defined, payable as follows:

One (1) installment of the entire principal balance shall be paid on the 30<sup>th</sup> day of June, 2008 (the "Maturity Date"). All payments made hereunder shall be applied first to accrued interest, if any, and the balance of such installment, after the payment of such interest, shall be applied to the unpaid principal balance.

If the entire principal payment is not paid on the Maturity date, when due, then unpaid principal, together with the costs and charges for the collection, defense or enforcement thereof, including attorneys' fees to the extent allowable by Nebraska law, shall draw interest at the rate of seven and one-half percent (7 1/2%) per annum until paid.

This Note is executed and delivered by the Maker in exchange for an actual loan of the principal amount shown above.

The Maker shall be entitled to prepay any part or all of the unpaid principal balance of this Note without prepayment charge.

If any installment of principal and interest is not paid when due, or, subject to applicable cure periods, then, in such event, time being of the essence hereof, the Holder may following ten (10) days written notice of default and Makers failure to cure such default declare the entire unpaid principal balance of this Note and accrued interest, if any, due and payable at once without written notice to the Maker. The Holder's failure to exercise such option upon any default under the instruments identified above shall not be construed as a waiver to exercise such option upon any later failure or default. The option of the Holder expressed in this paragraph shall continue until all such defaults have been cured.

\_\_\_\_\_  
The undersigned hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Note.

The Maker to this Note agrees that in the event this Note is referred to an attorney for collection or to defend or enforce any of the Holder's rights hereunder or

under any instrument securing this Note, the Maker will indemnify and hold harmless the Holder and its successors and assigns from and against any and all its reasonable attorney's fees, and all court costs and other expenses incurred in connection with or as a result of such collection, defense or enforcement.

No delay or omission on the part of the Holder in exercising any remedy, right or option hereunder shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

The laws of the State of Nebraska shall govern, control, and bind in all matters arising under the transaction of which this Note is a part and all agreements entered into thereunder, except only to such extent as the local law of the place where the land security is located must govern the validity, enforceability and any foreclosure proceedings of the security interest in such land. All payments hereunder shall be payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT**

By: \_\_\_\_\_  
STEVEN G. OLTMANS  
General Manager

# **Douglas County's State Street Landfill**

## **A Brief History of Landfill Operations vs. Water Quality**

Prepared by Norman Hanson,  
Douglas County Environmental Services  
February 1, 2006

Douglas County, Nebraska owns and supervises the post-closure operations of the closed, State Street Landfill, located north of State Street between 126<sup>th</sup> and 132<sup>nd</sup> Streets, Omaha, Nebraska. This 160-acre facility operated as a municipal solid waste landfill from July, 1973 through August, 1989.

The landfill accepted primarily residential, commercial and industrial solid waste. Listed hazardous waste was accepted into the commingled municipal waste for a two-year period from November, 1980 to January, 1983. Approximately 9000 tons of listed hazardous waste was accepted during that period. The total capacity of the landfill was 4,600,000 tons. The landfill closed on August 31, 1989 and final cover application of three feet of clay cap was completed in 1991. Viable vegetative cover was established in 1992. An active landfill gas collection and control system was installed in 1995.

Concerning post-closure maintenance, the County currently performs the following activities:

1. Quarterly inspections of the landfill cap, vegetative cover, and surface features.
2. Daily maintenance of the integrity of the landfill cap and storm water controls.
3. Daily monitoring of the landfill gas collection and control system.
4. Semi-annual sampling and testing of the ground water monitoring network.

### Surface water conditions:

An unnamed tributary stream to the Big Papillion Creek flows in a southwesterly direction as it traverses the S.E. quarter of the facility. Samples of the surface water from this stream had been collected and tested on a quarterly basis from 1987 until 2002 at which time the NDEQ determined that no further testing of the surface stream was warranted. Most of the sampling events showed no negative impact to surface water quality. There was a three-year period between 1987 and 1990 during which trace levels of common solvent constituents were detected in the stream samples on an intermittent frequency. This time period (1987 to 1990) represented an operational period in which disposal capacity was optimized prior to reaching capacity and final cover cap construction. Continued testing revealed no other occurrences of contaminants in the surface water, with the exception of a one-time, trace-level occurrence of 1,1-Dichloroethane found just above the instrument detection limit at 7 parts per billion (ppb) during the January, 1996 sampling event. The allowable level of this constituent is set at 200 ppb.

### Ground water conditions:

The direction of flow of the uppermost aquifer associated with the facility is primarily to the southwest, discharging to the alluvial deposits of the Big Papillion Creek. Ground water quality in the uppermost aquifer beneath and adjacent to the facility has been impacted by past landfilling operations in that the ground water monitoring system has detected a release of VOC contaminant constituents to ground water from the southwest corner of the facility. Douglas County closely monitors the concentration and spatial extent of this release. In general, trends in contaminant concentrations have decreased dramatically over time. The spatial extent of the release is confined to the shallow ground water and to a radius of 550 feet from the facility's boundary.

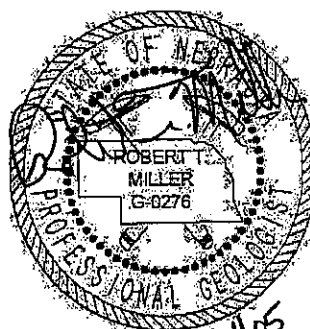
TG

*Phase II Environmental Site Assessment*

**Commercial Property  
132<sup>nd</sup> and State Streets  
Omaha, Nebraska 68142**

Prepared for:  
Horgan Development Company  
13215 Birch Drive, Suite 103  
Omaha, Nebraska 68164

July 14, 2005  
TG Project No. 05334.0



**THIELE GEOTECH, INC**  
13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402/556-2171 Fax 402/556-7831  
[www.thielegeotech.com](http://www.thielegeotech.com)

*Phase II Environmental Site Assessment*  
**Commercial Property**

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## 1.0 INTRODUCTION

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This report summarizes the results of a Phase II Environmental Site Assessment (ESA) conducted by Thiele Geotech, Inc. (TG), on the site located southwest of the intersection 132<sup>nd</sup> and State Streets, Omaha, Nebraska, 68142. The purpose of this Phase II ESA complete a cursory assessment addressing environmental concerns associated with the former Douglas County sanitary landfill located up-gradient from the site at the northeast corner of the intersection of 132<sup>nd</sup> and State Streets.

The landfill operated from the mid-1970's to the mid-1980's. During this time, it was determined hazardous wastes typically associated with paints and solvents had been buried at the landfill. As a result, several contaminants of concern entered ground water and migrated down-gradient from the landfill. Several investigations and periodic ground water monitoring conducted by Douglas County indicate the ground water plume formed by these contaminants migrated to the farmstead at the southwest corner of the intersection of 132<sup>nd</sup> and State Streets. The portion of the farmstead with the residence and outbuildings was purchased by Douglas County. The remaining portion of the farmstead is understood to be included in the assessment site, and the impacted portion of the farmstead is located immediately up-gradient from the assessment site.

This study included the advancement of four (4) soil borings, conversion of four (4) soil borings into temporary monitoring wells, ground water sampling, and analytical testing of recovered ground water samples. Two of the borings were shallow water table borings utilized to install temporary monitoring wells for purpose screening ground water for contaminants with densities less than or equal to water. Two of the borings were deep borings utilized to install temporary monitoring wells for purpose screening ground water at the bottom of the surficial aquifer for contaminants with densities greater than or equal to water. No soil samples were submitted for laboratory analysis because background research indicated the source of contamination was located off the assessment site and migrated down-gradient by ground water flow. Therefore, this assessment focused on screening ground water for the potential presence common contaminants of concern.

This ESA is an instrument of service for the exclusive use of our client and its representative(s) only. No third party may use this report or any information contained herein. With the permission of our client, Thiele Geotech, Inc. may authorize a third party to rely on the information contained in this report, but only to the extent of the technological and other limitations described herein. It is important to note that this ESA does not constitute a guarantee or warranty of the environmental condition of the subject property.

## **2.0 SITE LOCATION, TOPOGRAPHY, AND UTILIZATION**

The assessment site is identified as Commercial Property, and is located southwest of the intersection of 132<sup>nd</sup> and State Streets in Omaha, Nebraska, 68142. The site is a generally triangular parcel of land consisting of approximately 100 acres. The site is currently agricultural land.

The complete legal description for the site was not available for review during this investigation. The site is generally located within the Northeast Quarter, Section 25, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska.

The site is bordered by State Street right-of-way (ROW) to the north, by agricultural land and residential development to the east and south, and Big Papillion Creek to the west. Beyond the State Street ROW to the north is agricultural land and associated farmsteads. An approximately 3-acre parcel of land consisting of the former farmstead associated with this site is located at the northeast corner of the site. The former Douglas County State Street Landfill is located northeast of the site at the northeast corner of the intersection of 132<sup>nd</sup> and State Streets. Beyond the agricultural land and residential development to the east and south is additional agricultural land and residential development. Beyond Big Papillion Creek to the west are agricultural land and an Omaha Public Power District storage yard.

The Topographic Map, and Site Map in the Appendix, further illustrate the disposition of the assessment site and the neighboring properties.

As shown on the updated USGS 7.5 Minute Topographic Map, Elkhorn and Irvington, Nebraska Quadrangles, a portion of which is included in the Appendix, the site elevation is approximately 1,050 to 1,100 feet above mean sea level (MSL). The scale of this map is 1" = 2,000' and has a contour interval of 10 feet. The topography of the assessment site is sloping to the southwest toward Big Papillion Creek with approximately 50 feet of relief. A tributary of Big Papillion creek enters the site at the northeastern corner of the site, just south of the former farmstead. The tributary dissects the site from east to west, approximately 300 feet south of the northern border.

Based on the topography and surface water flow directions observed during the site reconnaissance, we anticipate that the majority of the site-specific ground water flow direction is to the southwest toward Big Papillion Creek. The overall regional ground water flow direction in the vicinity of the property is reported to be to the southwest toward the Big Papillion Creek. Both surface water and ground water originating from the former landfill flow down-gradient from the former landfill and across the site to Big Papillion Creek. Depth to ground water at the assessment site was approximately 5.8 to 11.1 feet below ground surface (bgs.) during site activities.

## **3.0 EXPLORATION METHODS**

---

### **3.1 EXPLORATION PROCEDURES**

Four soil borings (SB-1 through SB-4) were advanced on the assessment site during this investigation. Borings SB-1 and SB-2 were advanced down-gradient from the westernmost Douglas County monitoring wells along State Street right-of-way. The borings were located near the center of the northern border of the assessment site. Borings SB-3 and SB-4 were advanced immediately south of the tributary entering the assessment site and immediately west of the easternmost border. Each shallow and deep well boring pair were advanced within 10 feet each other. The borings are illustrated on the Site Map in the Appendix. Since the source of the release (Former State Street Landfill) was located off site and soil contamination was not considered a significant concern, no soil samples were collected for laboratory analysis. Soil sampling was only conducted to determine the appropriate depth of the deep wells. Soil sampling was conducted at borings SB-1 and SB-3 in order to identify the top of a low permeability clay layer where most of the deep monitoring wells in this area are screened. Borings SB-2 and SB-4 were advanced approximately 6-8 feet into the water table.

All borings were advanced with a Geoprobe® Model 6620DT direct push machine, incorporating standard direct push techniques. These borings were advanced to depths ranging between 18-50 feet bgs.

### **3.2 SOIL SAMPLING**

Soil sampling was conducted at discrete locations within deep borings SB-1 and SB-3 in order to locate the top of low permeability clays at which many deep monitoring wells within this area are screened. Soil samples were collected continuously at 5-foot vertical intervals. The samples were collected in RPVC liners with a Geoprobe Macro Core® closed piston sampling system.

A geologist described all recovered soil samples collected during this investigation. Sample descriptions included color, moisture content, consistency, sediment type, geologic origin, and notations of any visual or olfactory evidence of contamination. Site lithology is described in Section 4.1.

### **3.3 GROUND WATER SAMPLING**

After the temporary monitoring well borings were advanced, a temporary monitoring well was installed. The wells were installed by plugging 3.25" O.D. (2.65" I.D.) the lead end of the probe rods and pushing them to the appropriate depth. The wells consisted of the appropriate length of 1-inch nominal diameter, Schedule 40, PVC, flush-threaded riser, and five feet of 1-inch nominal diameter, Schedule 40, PVC, 0.010-inch slot, prepacked screen with PVC bottom cap. The top of the casing was sealed with an expandable, lockable plug. The prepacked screen and riser were installed through



the probe rods and the plug pushed out. The probe rods were retracted five feet and additional sand pack was placed to 2 feet above the top of screen while pulling the rods. Bentonite chips were placed atop the sand pack through the rods until the formation would not heave or cave. The remaining rods were pulled and bentonite was placed within the remaining open annulus to ground surface. Following receipt of the ground water analysis results, the monitoring wells were abandoned by plugging the wells with bentonite and removing the riser to at least four feet bgs.

Deep well TMW-1 was set at 55 feet bgs., one foot into the Nebraskan Till. Deep well TMW-3 was set at 41 feet bgs., six inches into the Nebraskan Till. Shallow well TMW-2 was set at 12 feet bgs., approximately 4 feet into the water table observed during drilling activities. Shallow well TMW-4 was originally set at 13 feet bgs., approximately 4 feet below the water level observed within the tributary prior to during drilling activities. The well was reinstalled after ground water did not accumulate within the well approximately 10 days after installation. The replacement well was set from 14-19 feet bgs.

Ground water samples were collected from the four temporary monitoring wells (TMW-1 through TMW-4). The temporary monitoring wells were developed by removing approximately two (2) gallons of ground water using disposable polyethylene tubing and a check valve. Following development of each temporary monitoring well, ground water within the each well was allowed to stabilize for approximately one hour prior to sampling. Ground water sampling was accomplished with the polyethylene tubing and check valve. The ground water sample was decanted into laboratory provided, new, clean sample jars. Following sampling, the ground water samples were cooled to approximately 4° C with wet ice in a cooler and maintained at approximately that temperature throughout delivery to the laboratory.

All ground water samples submitted for analytical testing were maintained under a sample Chain-of-Custody through delivery to Midwest Laboratories, Inc. in Omaha, Nebraska. The ground water samples collected from the monitoring wells were screened for common priority pollutants. The pollutants included select volatile organic compounds by EPA Method 624, select semi-volatile organic compounds by EPA Method 625, polychlorinated biphenyls by EPA Method 8081, chlorinated pesticides by EPA Method 8082, cyanide by Method SM 4500 CN-E, phenols by EPA Method 420.1, and select heavy metals by EPA Methods 200.7, 200.8, and 245.1. The results of laboratory analysis conducted on the submitted ground water samples are discussed in Section 4.2 of this report.

### 3.4 CONTAMINATION REDUCTION

Potential cross contamination of soil and ground water samples was minimized by utilization of contamination reduction procedures.

Cross-contamination of soil samples was minimized by the incorporation of decontamination procedures of all probe and soil sampling equipment. All large equipment (i.e. direct push machine and probe rods) were decontaminated via a high pressure hot water wash prior to arriving on-site, between each boring location, and before leaving the site. All smaller drilling equipment (i.e. sample tubes, fittings, check valves) was decontaminated via an Alconox® wash and fresh water rinse between each sampling interval.

Cross-contamination of the ground water sample was minimized through the use of disposable, single use sampling equipment and laboratory provided and cleaned sample containers. Personnel involved in development and sampling of the well wore new, disposable gloves for each phase of development and sampling. Following installation of the temporary monitoring well and prior to ground water sampling, the annulus surrounding the temporary monitoring well was sealed with hydrated bentonite chips to minimize potential for introduction of surficial contaminants to the ground water.

## 4.0 ASSESSMENT RESULTS

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### 4.1 SITE LITHOLOGY

The surface geology of the Big Papillion Creek Basin is Pleistocene in age and consists of eolian (wind-blown) deposits of Peoria and Loveland loess. The loess formed in dune-shaped hills between the Elkhorn and Missouri Rivers. The Peoria loess typically consists of silty lean clays that are stiff when dry but become softer with increasing moisture content. The Peoria often exhibits low unit weight and is collapse susceptible. The Loveland loess is an older deposit, and typically consists of lean clays. The Loveland generally exhibits higher unit weights and shear strengths than the Peoria.

The loess overlies Pleistocene glacial deposits of Kansan and Nebraskan glacial till. The till consists of lean to fat clays mixed with sand, gravel, and occasional cobbles. The glacial deposits are generally fairly deep, but are sometimes near the surface at lower elevations on steep slopes. Cretaceous sandstone or Pennsylvanian limestone and shale form the bedrock unit below the glacial deposits. The depth to bedrock is normally great.

Along drainageways, alluvial and colluvial deposits are typically present. These soils were formed by erosion of the adjoining loess-mantled hills. Alluvial deposits are generally present along creeks and in major drainageways. The upper several feet of alluvium are usually stiffer due to the effects of desiccation. Colluvial soils are usually located at the base of steep slopes and in upland draws, and are formed by local creep and sloughing.

Review of well logs for monitoring wells installed by Douglas County within the area north and east of the site indicated the lithology within the area consists of surficial alluvial material consisting of gravel, sands, silts, and clays. Beneath the alluvial material are typically stratified Kansan gravel, sands, silts, and clays. Beneath the Kansan material are typically massive Nebraskan clays with appreciable sand and gravel.

The Nebraskan till was encountered at the bottom borings SB-1 and SB-3. The Nebraskan Till was described as a gray to bluish gray, wet, hard, fat clay with high plasticity and 5-10% fine sand to fine gravel within the clay matrix. Alluvial material consisting of bluish gray, wet, soft, silty, lean clay with 5-10% fine sand and trace gravel was encountered above the Nebraskan Till at boring SB-1. Kansan glaciofluvial material consisting of stratified sediments fining upward was encountered above the Nebraskan till in SB-3. The material was described as yellowish gray, wet, firm, silty, lean clay and yellowish orange, wet, loose silty, clayey, fine to coarse, poorly graded sand. The lean clay contained 10-15% fine sand to coarse gravels with several 1-2" lenses of sand and gravel. The poorly graded sand contained 10-15% fine to coarse gravel.

The Boring Logs, located in the Appendix, further describe the lithologic materials encountered within the bottom of borings SB-1 and SB-3.

## 4.2 GROUND WATER ANALYSIS RESULTS

Ground water samples were collected from the four (4) temporary monitoring wells and submitted to Midwest for analytical testing of priority pollutants. Table 1, located below, summarizes the results of analytical testing conducted on the ground water samples from each temporary monitoring well location. A copy of the Report of Analysis is located in the Appendix.

TABLE 1. RESULTS OF GROUND WATER ANALYSIS

Well ID#	Laboratory Method Utilized	Constituent Identified (Abbrev. Description, Units)	Concentration (ug/L)
TMW-1	EPA Method 200.7	Zinc (total)	10
	EPA Method 200.8	Arsenic (total)	1
	EPA Method 245.1	None	--
	EPA Method 420.1	Phenols	120
	EPA Method 624	None	--
	EPA Method 625	None	--
	EPA Method 8081	None	--
	EPA Method 8082	None	--
	SM 4500 CN-E	None	--
TMW-2	EPA Method 200.7	Zinc (total)	110
	EPA Method 200.8	Arsenic (total)	4
	EPA Method 245.1	None	--
	EPA Method 420.1	Phenols	125
	EPA Method 624	None	--
	EPA Method 625	None	--
	EPA Method 8081	None	--
	EPA Method 8082	None	--
	SM 4500 CN-E	None	--
	EPA Method 200.7	Cadmium (total)	5
TMW-3	EPA Method 200.7	Nickel (total)	40
		Zinc (total)	40
		Arsenic (total)	2
	EPA Method 200.8	None	--
	EPA Method 245.1	None	--
	EPA Method 420.1	Phenols	500
	EPA Method 624	1,1-Dichloroethane	31
		Tetrachloroethene	6
		Trichloroethene	6
	EPA Method 625	None	--
	EPA Method 8081	None	--
	EPA Method 8082	None	--
	SM 4500 CN-E	None	--
TMW-4	EPA Method 200.7	None	--

Well ID#	Laboratory Method Utilized	Contaminant Identified (Above Detection Limits)	Concentration (µg/L)
	EPA Method 200.8	Arsenic (total)	2
		Selenium (total)	3
	EPA Method 245.1	None	
	EPA Method 420	Phenols	600
	EPA Method 624	1,1-Dichloroethane	122
	EPA Method 625	None	
	EPA Method 8031	None	
	EPA Method 8032	None	
	SM 4500 CN-E	None	
<b>Nebraska Voluntary Cleanup Program Remediation Goals for Ground Water:</b> Arsenic – 5 µg/L Cadmium – 5 µg/L 1,1-Dichloroethane – 200 µg/L Lead – 15 µg/L Nickel – 180 µg/L Phenol – 2,700 µg/L Selenium – 50 µg/L Tetrachloroethene (a.k.a. tetrachloroethylene) – 5 µg/L Trichloroethene (a.k.a. trichloroethylene) – 5 µg/L Zinc – 5,000 µg/L Concentrations in bold print are above the remediation goals for the contaminants of concern.			

Laboratory analysis identified several contaminants of concern found within the landfill plume in the ground water samples collected from the shallow and deep well pair (TMW-3 and TMW-4) at the northeast corner of the site. These contaminants were not identified within the well pair (TMW-1 and TMW-2) along the northern border of the site. The compounds that most significantly indicate the presence of the landfill plume on the assessment site are the volatile organic compounds 1,1-dichloroethane, tetrachloroethene (PCE), and trichloroethene (TCE). The metals and phenols can be found to some degree in naturally existing conditions. However, they do appear to be somewhat elevated within temporary monitoring wells TMW-3 and TMW-4.

The State of Nebraska has established a Voluntary Cleanup Program (VCP) that utilizes risk-based corrective action protocol to assess and remediate contaminated sites. The guidance document has Remediation Goals (RG's) established for contaminants of concern identified at this site. The concentrations of the contaminants identified in ground water at this site were compared to RG's for direct exposure to ground water. Many of these RG's are also maximum contaminant levels (MCL's) established by the State of Nebraska for ground water. Concentrations of cadmium, PCE, and TCE were 5 µg/L, 6 µg/L, and 6 µg/L, respectively. The RG for each of these contaminants is 5 µg/L. These concentrations were either at or slightly above the RG for their respective contaminants.

### 4.3 GROUND WATER ELEVATION MEASUREMENTS

Depth to ground water measurements were estimated during drilling, and measured after drilling. Depth to ground water measurements were made to the north side of the top of the PVC well casings on the temporary monitoring wells with an electric water level indicator capable of measuring to one hundredth of a foot. Depth to water measurements were conducted July 5, 2005 and are summarized in Table 2, below.

TABLE 2. GROUND WATER ELEVATION DATA

MONITORING WELL#	RISER LENGTH FROM TOP OF CASING TO GROUND SURFACE (FEET)	DEPTH TO WATER FROM TOP OF CASING (FEET)	GROUND WATER DEPTH FROM GROUND SURFACE (FEET)
TMW-1	2.87	8.63	5.76
TMW-2	2.36	8.55	6.19
TMW-3	2.52	13.22	10.70
TMW-4	1.87	13.00	11.13

*\*Depth to ground water measured on July 5, 2005.*

## 5.0 CONCLUSIONS AND RECOMMENDATIONS

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Based upon the results of this Phase II Environmental Site Assessment, Thiele Geotech, Inc. makes the following conclusions/recommendations regarding the assessment site:

### 5.1 CONCLUSIONS

- Laboratory analysis identified several contaminants of concern found within the landfill plume in the ground water samples collected from the shallow and deep well pair (TMW-3 and TMW-4) at the northeast corner of the site. These contaminants were not identified within the well pair (TMW-1 and TMW-2) along the northern border of the site. The compounds that most significantly indicate the presence of the landfill plume on the assessment site are the volatile organic compounds 1,1-dichloroethane, tetrachloroethene (PCE), and trichloroethene (TCE). The metals and phenols can be found to some degree in naturally existing conditions. However, they do appear to be somewhat elevated within temporary monitoring wells TMW-3 and TMW-4.
- The State of Nebraska has established a Voluntary Cleanup Program (VCP) that utilizes risk-based corrective action protocol to assess and remediate contaminated sites. The guidance document has Remediation Goals (RG's) established for contaminants of concern identified at this site. The concentrations of the contaminants identified in ground water at this site were compared to RG's for direct exposure to ground water. Many of these RG's are also maximum contaminant levels (MCL's) established by the State of Nebraska for ground water. Concentrations of cadmium, PCE, and TCE were 5 µg/L, 6 µg/L, and 6 µg/L, respectively. The RG for each of these contaminants is 5 µg/L. These concentrations were either at or slightly above the RG for their respective contaminants..

## 5.2 RECOMMENDATIONS

Based upon the ground water analysis conducted during this investigation, the leading edge of the plume from the former Douglas County State Street Landfill has migrated to the extreme northeast corner of the assessment site. PCE, TCE, and cadmium were identified within ground water on the site and slightly exceed the maximum contaminant levels for ground water. Most likely, this contamination will not significantly impact future development on the assessment site if potable water will be obtained from a municipal water system, and no other water supply wells (i.e., irrigation, industrial, etc.) will be installed on this site. However, TG recommends that this report be submitted to the Nebraska Department of Environmental Quality (NDEQ) for review and response prior to potential ownership transfer. It is also suggested that legal counsel be consulted with regard to the disclosure of the findings within this report and potential environmental issues that may arise as the result of the future remedial action associated with the landfill release.



## 6.0 LIMITATIONS

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Ground water samples were collected at the discrete locations indicated on the Site Map and were analyzed for select parameters only. The data obtained may not be representative of other locations on the site. Also, note that conditions may change over time. Consequently, Thiele Geotech, Inc. does not guarantee or warrant the environmental condition of the property.

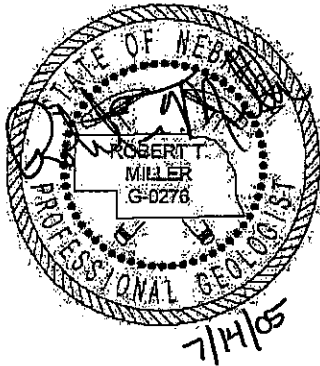
This study is not intended to meet the requirements of a "Phase I" ESA or a Risk Based Corrective Action Tier 1 Assessment. This study also did not include identification or evaluation of asbestos, radon, methane gas, or sampling or testing of soil or ground water for constituents other than those listed within the Report.

Our conclusions regarding the assessment site are based upon observations of existing site conditions, our interpretation of site history and site usage information and the results of a limited subsurface exploration, sample screening and chemical testing program. The results of this study must be qualified by the fact that only limited borings, ground water sampling and chemical testing have been conducted at the site. The concentrations of contaminants measured may change at any particular location as a function of time in response to natural conditions, chemical reactions and other events. Therefore, conclusions regarding the condition of the site do not represent a warranty that all areas within the site and beneath structures are of the same environmental quality as those sampled. Further, contamination could also exist in forms not indicated by the limited investigation conducted. If additional information becomes available regarding this site, such information should be provided to Thiele Geotech, Inc. so that our conclusions and recommendations may be reviewed and modified as necessary.

This report is based on the current regulatory environment, current regulations, and guidance. Regulatory agency interpretations, future regulatory changes, and/or policy or guidance changes may affect the environmental status of the site.

## 7.0 CERTIFICATION AND SIGNATURE

I certify that this document was prepared by me or under my direct personal supervision and that I am a Professional Geologist as licensed by the State of Nebraska Board of Geologists.



Respectfully submitted,  
**Thiele Geotech, Inc.**

Prepared by,

A handwritten signature in black ink, appearing to read "Robert T. Miller".

Robert T. Miller, P.G  
Nebraska License G-0276

## **APPENDIX**

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**Topographic Map**

**Site Map**

**Legend of Terms**

**Boring Logs**

**Report of Analysis**

**NDEQ State Street Landfill Ground Water Analysis Summary**





## Topographic Map

(From 1984 Elkhorn and Irvington, Nebraska Quadrangles)

**TG** THIELE GEOTECH, INC

Project

Commercial Property  
132<sup>nd</sup> & State Streets, Omaha, NE

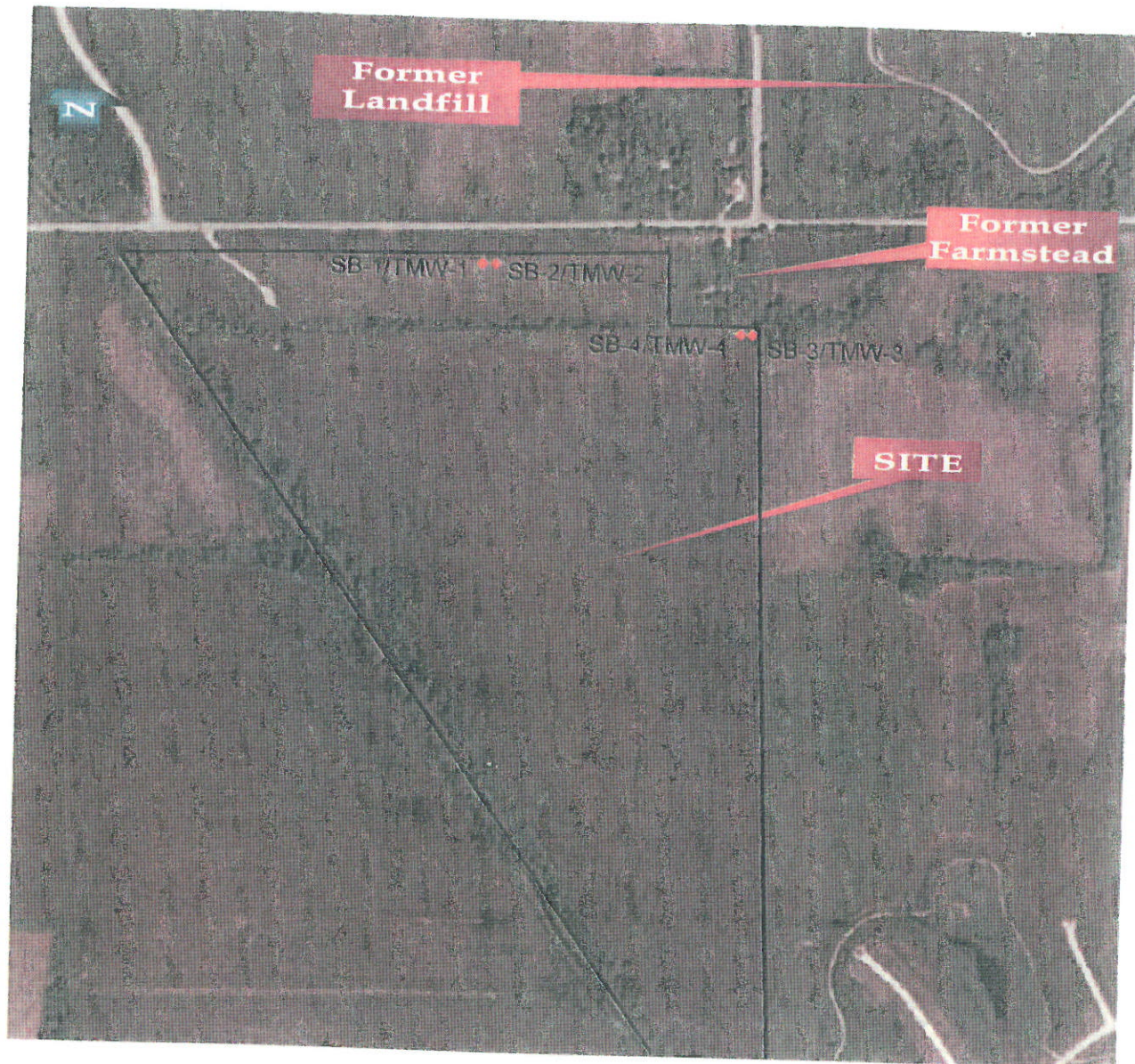
Job #

05334.0

Date

7/13/05





**Site Map**  
(2003 Aerial Photograph)

**TG** THIELE GEOTECH, INC

Project		Commercial Property 132 <sup>nd</sup> & State Streets, Omaha, NE
Job #	05334.0	Date 7/13/05

<b>Consistency - Fine Grained</b> Very Soft, Soft, Firm, Hard, Very Hard	<b>Consistency - Coarse Grained</b> Very Loose, Loose, Medium Dense, Dense, Very Dense	<b>Moisture Conditions</b> Dry, Slightly Moist, Moist Very Moist, Wet (Saturated)
--	--	---

Sample Type	Sample Data	Laboratory Data
U – Undisturbed (Shelby Tube)	No. – Number	MC – Moisture content
S – Split Spoon (disturbed)	SPT – Standard penetration test	$\gamma_d$ – Dry unit weight
C – Continuous sample (disturbed)	/ft. – blows per foot	$q_u$ – Unconfined compression
A – Auger cuttings (disturbed)	Rec – Recovery	LL/PI – Liquid limit & plasticity index

Soil	Plasticity Chart	Soil	Soil
Peat	PT	Highly organic soils Clay - Liquid Limit > 50 * Silt - Liquid Limit > 50 * Clay - Liquid Limit < 50 * Silt - Liquid Limit < 50 * Silty Clay *	50% or more smaller than No. 200 sieve
Fat Clay	CH		
Elastic Silt	MH		
Lean Clay	CL		
Silt	ML		
Silty Clay	CL-ML		
Clayey Sand	SC	Sands with 12 to 50 percent smaller than No. 200 sieve *	More than 50% larger than No. 200 sieve and % sand > % Gravel
Silty Sand	SM		
Poorly-Graded Sand with Clay	SP-SC	Sands with 5 to 12 percent smaller than No. 200 Sieve *	
Poorly-Graded Sand with Silt	SP-SM		
Well-Graded Sand with Clay **	SW-SC		
Well-Graded Sand with Silt **	SW-SM		
Poorly-Graded Sand	SP	Sands with less than 5 percent smaller than No. 200 sieve *	
Well-Graded Sand **	SW		
Clayey Gravel	GC	Gravels with 12 to 50 percent smaller than No. 200 Sieve *	More than 50% larger than No. 200 sieve and % gravel > % sand
Silty Gravel	GM		
Poorly-Graded Gravel with Clay	GP-GC	Gravels with 5 to 12 percent smaller than No. 200 sieve *	
Poorly-Graded Gravel with Silt	GP-GM		
Well-Graded Gravel with Clay **	GW-GC		
Well-Graded Gravel with Silt **	GW-GM		
Poorly-Graded Gravel	GP	Gravels with less than 5 percent smaller than No. 200 sieve *	
Well-Graded Gravel **	GW		

\* See Plasticity Chart for definition of silts and clays  
 \*\* See Criteria for Sands and Gravels for definition of well-graded

The Plasticity Chart is a graph with Plasticity Index (PI) on the vertical axis (0 to 60) and Liquid Limit (LL) on the horizontal axis (0 to 100). Two primary lines are plotted: the A-line (PI = LL - 40) and the U-line (PI = 0.73(LL - 20)). The chart is divided into several regions based on these lines and horizontal boundaries at PI = 7 and PI = 17. The regions are labeled as follows:

- CL-ML**: Located below the PI = 7 line and to the left of the U-line.
- ML**: Located below the PI = 7 line and to the right of the U-line.
- CL or OL**: Located between the PI = 7 and PI = 17 lines and to the left of the U-line.
- MH or OH**: Located between the PI = 7 and PI = 17 lines and to the right of the U-line.
- CH or OH**: Located above the PI = 17 line.

Boulders	Cobbles	Coarse Gravel	Fine Gravel	Coarse Sand	Medium Sand	Fine Sand	FINES (silt or clay)
Sieve size 10"	3"	3/4"	#4	#10	#40	#200	
Well-graded sands (SW) $C_u = D_{60}/D_{10} \geq 6$ and $C_c = (D_{30})^2 / (D_{10} \times D_{60}) \leq 3$ and $\geq 1$							
Well-graded gravels (GW) $C_u = D_{60}/D_{10} \geq 4$ and $C_c = (D_{30})^2 / (D_{10} \times D_{60}) \leq 3$ and $\geq 1$							



# BORING LOG

WATER LEVEL OBSERVATIONS		PROJECT	DRILLER	LOGGER	JOB NO.	DATE
During Drilling	8'	Commercial Property	Chapman	Miller	05334.0	6/3/05
End of Drilling		LOCATION	DRILLING METHOD		DRILL RIG	BORING NO.
7/5/05	5.8'	132 <sup>nd</sup> & State Streets, Omaha, NE	Direct Push		GeoProbe	SB-1
		LOCATION OF BORING	TYPE OF SURFACE		ELEVATION	DEPTH
boring backfilled with bentonite		see Site Map	cultivated soy beans		--	55'

[illegible]



# BORING LOG

WATER LEVEL OBSERVATIONS		PROJECT	DRILLER	LOGGER	JOB NO.	DATE
During Drilling	8'	Commercial Property	Chapman	Miller	05334.0	6/3/05
End of Drilling		LOCATION	DRILLING METHOD		DRILL RIG	BORING NO.
7/5/05	5.8'	132 <sup>nd</sup> & State Streets, Omaha, NE	Direct Push		GeoProbe	SB-1
		LOCATION OF BORING	TYPE OF SURFACE		ELEVATION	DEPTH
boring backfilled with bentonite		see Site Map	cultivated soy beans		--	55'

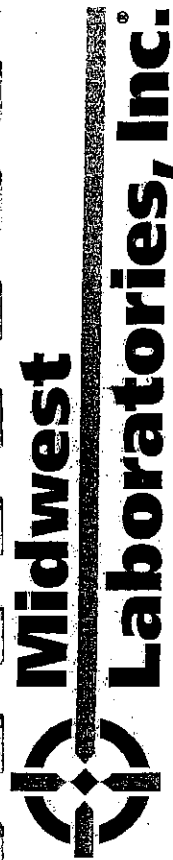
[illegible]



[illegible]



[illegible]



Report Number  
05-180-2040

13611 "B" Street • Omaha, Nebraska 68144-3693 • (402) 334-7770 • FAX (402) 334-9121  
www.midwestlabs.com

## REPORT OF ANALYSIS

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

For: (1539) THIELE GEOTECH INC  
(000)556-2171

Date Reported: 06/29/05  
Date Received: 06/14/05  
Date Sampled: 06/10/05

COMMERCIAL PROPERTY

Lab Number: 1084723 Sample ID: TMW-1

Analysis	Level Found	Detection Limit
Method: EPA 625 Units: µg/L Analyst: cjh Date: 06/28/05		
bis(2-Chloroethyl) Ether	n.d.	100
1,3-Dichlorobenzene	n.d.	100
1,4-Dichlorobenzene	n.d.	100
1,2-Dichlorobenzene	n.d.	100
bis(2-Chloroisopropyl) Ether	n.d.	100
N-Nitrosodimethylamine	n.d.	100
N-Nitroso-di-n-propylamine	n.d.	100
Hexachloroethane	n.d.	100
Nitrobenzene	n.d.	100
Isophorone	n.d.	100
bis(2-Chloroethoxy) Methane	n.d.	100
1,2,4-Trichlorobenzene	n.d.	100
Naphthalene	n.d.	100
Diethyl Phthalate	n.d.	100
N-Nitrosodiphenylamine	n.d.	100
4-Bromophenyl Phenyl Ether	n.d.	100
Hexachlorobenzene	n.d.	100
3,3'-Dichlorobenzidine	n.d.	100
Chrysene	n.d.	100
Benzo (a) Anthracene	n.d.	100
Benzo (k) Fluoranthene	n.d.	100
Indeno(1,2,3-cd) Pyrene	n.d.	100
Benzidine	n.d.	100
Acenaphthene	n.d.	100
2,4-Dinitrotoluene	n.d.	100
4-Chlorophenyl Phenyl Ether	n.d.	100
Fluorene	n.d.	100
Phenanthrene	n.d.	100
Anthracene	n.d.	100
Di-n-butyl Phthalate	n.d.	100
Fluoranthene	n.d.	100
Pyrene	n.d.	100
Butyl Benzyl Phthalate	n.d.	100
Bis(2-ethylhexyl) Phthalate	n.d.	100
Di-n-octyl Phthalate	n.d.	100
Benzo (b) Fluoranthene	n.d.	100
Benzo (a) Pyrene	n.d.	100
Dibenz (a,h) Anthracene	n.d.	100
1,2-Diphenylhydrazine	n.d.	100
Hexachlorocyclopentadiene	n.d.	100
Phenol	n.d.	100
2-Chlorophenol	n.d.	100
2-Nitrophenol	n.d.	100
2,4-Dichlorophenol	n.d.	100
2,4-Dimethylphenol	n.d.	100
4-Chloro-3-methylphenol	n.d.	100

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Report Number: 05-180-2040

# REPORT OF ANALYSIS

Page: 2

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Benzo(g,h,i) Perylene	n.d.	100	2,4,6-Trichlorophenol	n.d.	100
Hexachlorobutadiene	n.d.	100	2,4-Dinitrophenol	n.d.	500
2-Chloronaphthalene	n.d.	100	4-Nitrophenol	n.d.	100
Dimethyl Phthalate	n.d.	100	4,6-Dinitro-2-methylphenol	n.d.	250
Acenaphthylene	n.d.	100	Pentachlorophenol	n.d.	100
2,6-Dinitrotoluene	n.d.	100			
Method: EPA 624 Units: µg/L Analyst: sde Date: 06/15/05					
Acrolein	n.d.	20	1,2-Dichloroethane	n.d.	5
Acrylonitrile	n.d.	20	Trans-1,2-Dichloroethene	n.d.	5
Benzene	n.d.	5	trans-1,3-Dichloropropene	n.d.	5
Bromodichloromethane	n.d.	5	cis-1,3-Dichloropropene	n.d.	5
Bromoform	n.d.	5	1,1-Dichloroethene	n.d.	5
Bromomethane	n.d.	10	Tetrachloroethene	n.d.	5
Carbon Tetrachloride	n.d.	5	1,2-Dichloropropane	n.d.	10
Chlorobenzene	n.d.	10	Ethylbenzene	n.d.	10
Chlorodibromomethane	n.d.	5	Methylene Chloride	n.d.	5
Chloroethane	n.d.	10	1,1,2,2-Tetrachloroethane	n.d.	10
2-Chloroethyl Vinyl Ether	n.d.	10	Toluene	n.d.	10
Chloroform	n.d.	5	1,1,1-Trichloroethane	n.d.	5
Chloromethane	n.d.	10	1,1,2-Trichloroethane	n.d.	5
1,2-Dichlorobenzene	n.d.	5	Trichlorofluoromethane	n.d.	5
1,3-Dichlorobenzene	n.d.	5	Trichloroethene	n.d.	5
1,4-Dichlorobenzene	n.d.	5	Vinyl Chloride	n.d.	10
1,1-Dichloroethane	n.d.	5			



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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2040

Page: 3

Analysis	Method: EPA 8081A/8082	Units: µg/L	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
4,4'-DDE			n.d.	0.1	Endosulfan II	n.d.	0.1
4,4'-DDD			n.d.	0.1	Endosulfan sulfate	n.d.	0.1
4,4'-DDT			n.d.	0.1	Endrin	n.d.	0.1
4,4'-Methoxychlor			n.d.	0.5	Endrin aldehyde	n.d.	0.1
Aldrin			n.d.	0.05	Endrin ketone	n.d.	0.1
Aroclor 1016			n.d.	1	Heptachlor	n.d.	0.05
Aroclor 1221			n.d.	2	Heptachlor epoxide	n.d.	0.05
Aroclor 1232			n.d.	1	Toxaphene	n.d.	5.0
Aroclor 1242			n.d.	1	alpha-Chlordane	n.d.	0.05
Aroclor 1248			n.d.	1	alpha-BHC	n.d.	0.05
Aroclor 1254			n.d.	1	beta-BHC	n.d.	0.05
Aroclor 1260			n.d.	1	delta-BHC	n.d.	0.05
Dieldrin			n.d.	0.1	gamma-BHC (Lindane)	n.d.	0.05
Endosulfan I			n.d.	0.05	gamma-Chlordane	n.d.	0.05

### Notes:

n.d. - Not Detected.  
add'l report (DFT).

## **APPENDIX**

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**Topographic Map**

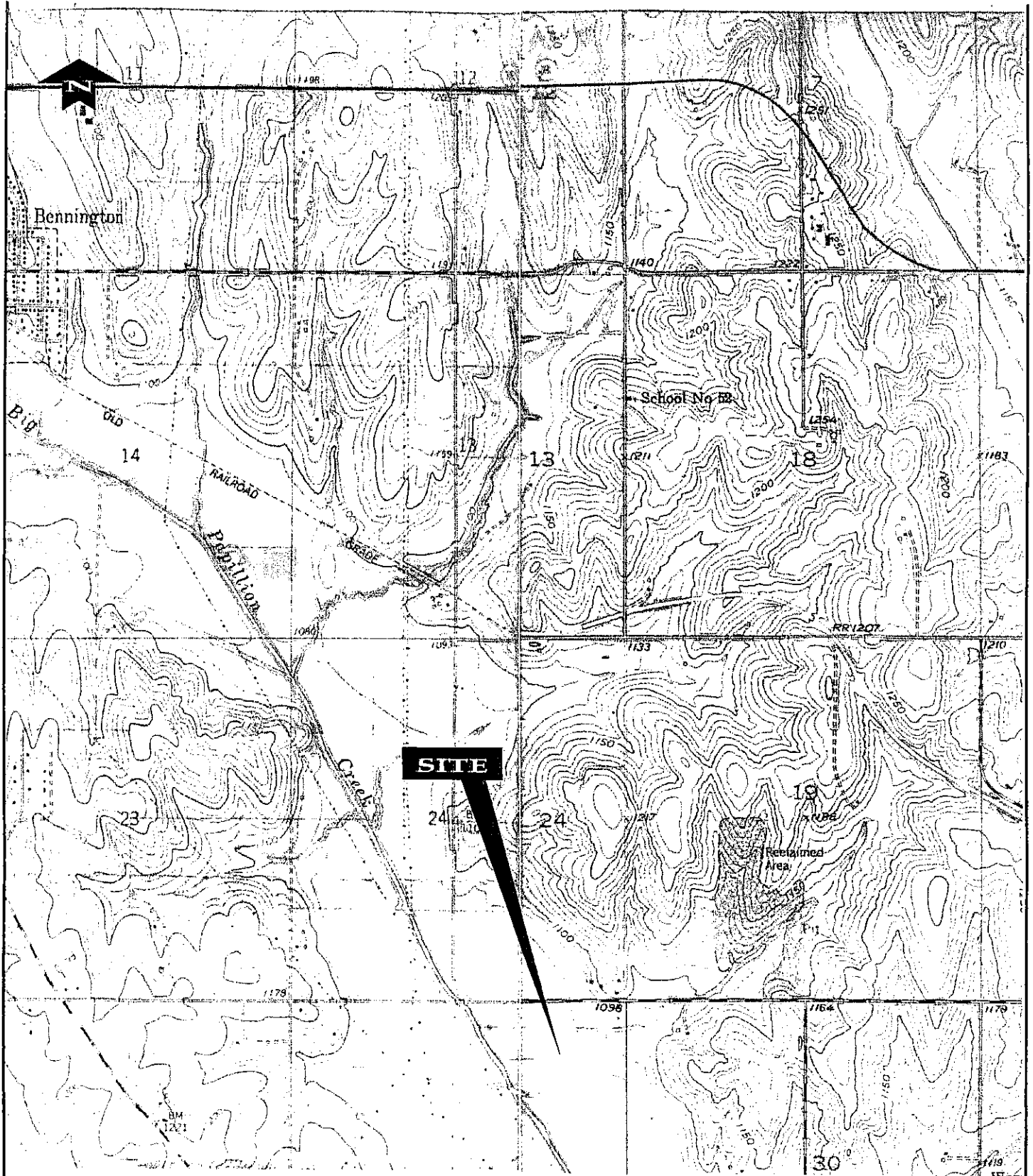
**Site Map**

**Legend of Terms**

**Boring Logs**

**Report of Analysis**

**NDEQ State Street Landfill Ground Water Analysis Summary**



## Topographic Map

(From 1984 Elkhorn and Irvington, Nebraska Quadrangles)

**TG**

THIELE GEOTECH, INC

Project

Commercial Property  
132<sup>nd</sup> & State Streets, Omaha, NE

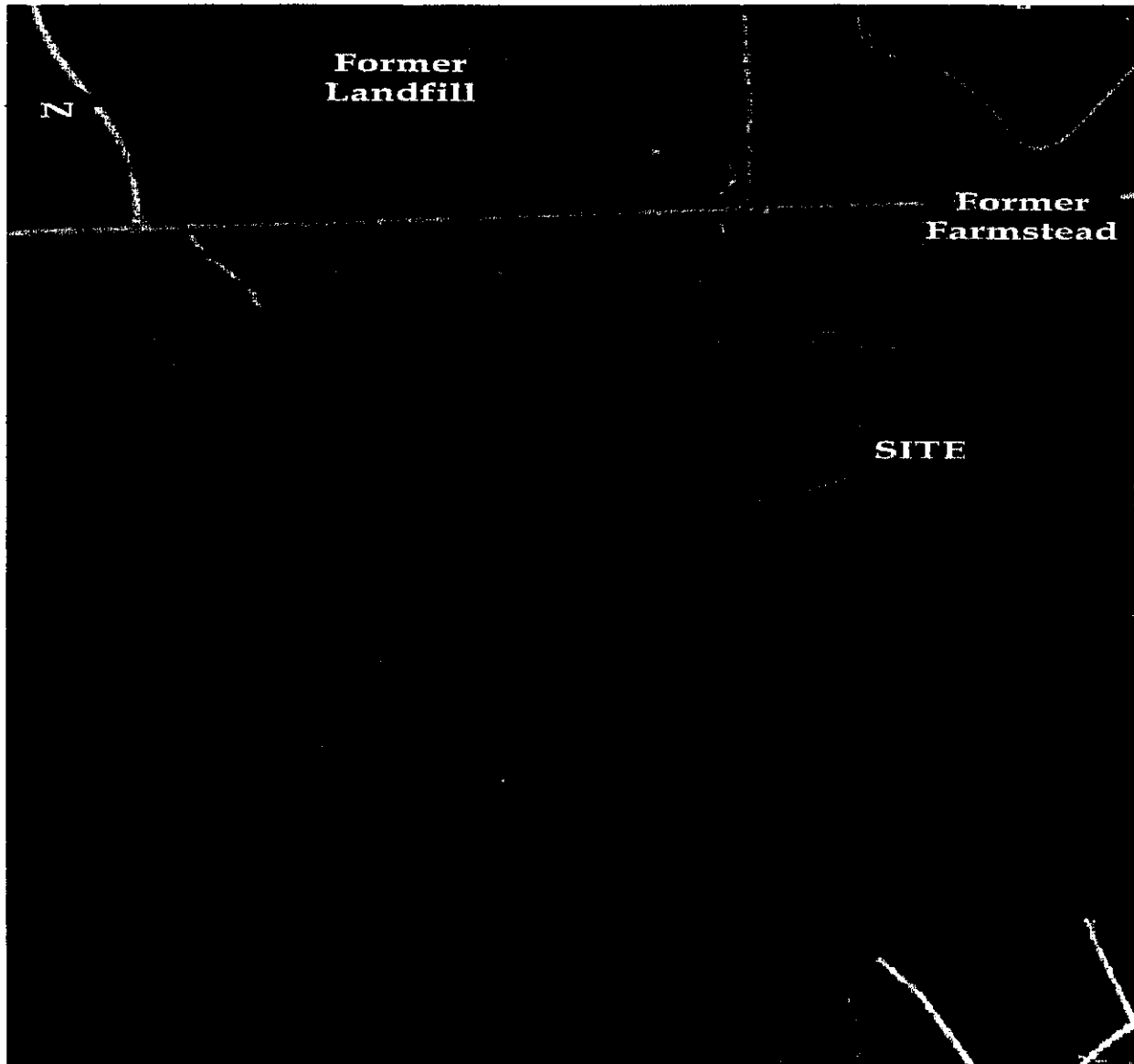
Job #

05334.0

Date

7/13/05





## Site Map

(2003 Aerial Photograph)

**TG**

THIELE GEOTECH, INC

Project		Commercial Property 132 <sup>nd</sup> & State Streets, Omaha, NE
Job #	05334.0	Date 7/13/05

### Soil Description Terms

<b>Consistency - Fine Grained</b> Very Soft, Soft, Firm, Hard, Very Hard	<b>Consistency - Coarse Grained</b> Very Loose, Loose, Medium Dense, Dense, Very Dense	<b>Moisture Conditions</b> Dry, Slightly Moist, Moist Very Moist, Wet (Saturated)
--	--	---

### Sample Identification

Sample Type	Sample Data	Laboratory Data
U – Undisturbed (Shelby Tube)	No. – Number	MC – Moisture content
S – Split Spoon (disturbed)	SPT – Standard penetration test	$\gamma_d$ – Dry unit weight
C – Continuous sample (disturbed)	/ft. – blows per foot	$q_u$ – Unconfined compression
A – Auger cuttings (disturbed)	Rec – Recovery	LL/PI – Liquid limit & plasticity index

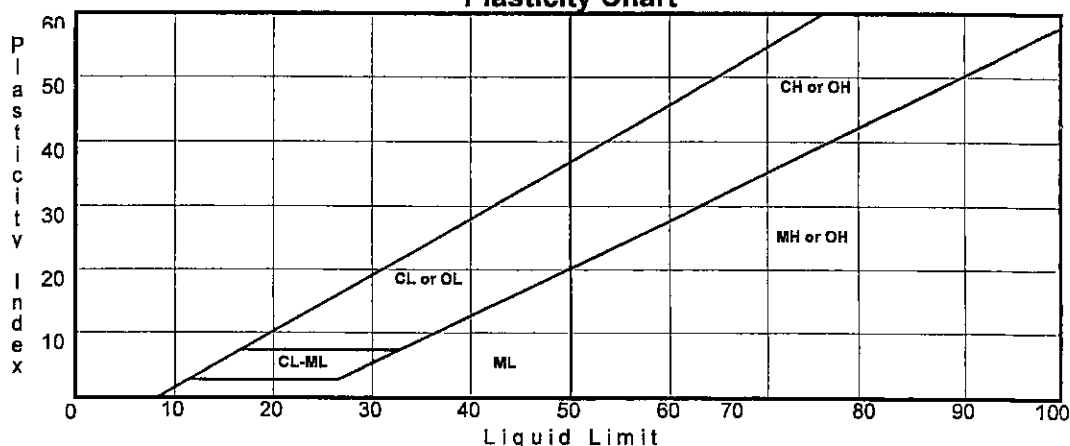
## Unified Soil Classification System

Peat	Pt	Highly organic soils Clay - Liquid Limit > 50 * Silt - Liquid Limit > 50 * Clay - Liquid Limit < 50 * Silt - Liquid Limit < 50 * Silty Clay *	50% or more smaller than No. 200 sieve
Fat Clay	CH		
Elastic Silt	MH		
Lean Clay	CL		
Silt	ML		
Silty Clay	CL-ML		
Clayey Sand	SC	Sands with 12 to 50 percent smaller than No. 200 sieve *	More than 50% larger than No. 200 sieve and % sand > % Gravel
Silty Sand	SM		
Poorly-Graded Sand with Clay	SP-SC	Sands with 5 to 12 percent smaller than No. 200 Sieve *	
Poorly-Graded Sand with Silt	SP-SM		
Well-Graded Sand with Clay **	SW-SC		
Well-Graded Sand with Silt **	SW-SM		
Poorly-Graded Sand	SP	Sands with less than 5 percent smaller than No. 200 sieve *	
Well-Graded Sand **	SW		
Clayey Gravel	GC	Gravels with 12 to 50 percent smaller than No. 200 Sieve *	More than 50% larger than No. 200 sieve and % gravel > % sand
Silty Gravel	GM		
Poorly-Graded Gravel with Clay	GP-GC	Gravels with 5 to 12 percent smaller than No. 200 sieve *	
Poorly-Graded Gravel with Silt	GP-GM		
Well-Graded Gravel with Clay **	GW-GC		
Well-Graded Gravel with Silt **	GW-GM		
Poorly-Graded Gravel	GP	Gravels with less than 5 percent smaller than No. 200 sieve *	
Well-Graded Gravel **	GW		

\* See Plasticity Chart for definition of silts and clays

\*\* See Criteria for Sands and Gravels for definition of well-graded

### Plasticity Chart



### Criteria for Sands and Gravels

Boulders	Cobbles	Coarse Gravel	Fine Gravel	Coarse Sand	Medium Sand	Fine Sand	FINES (silt or clay)
Sieve size 10"	3"	¾"	#4	#10	#40	#200	
Well-graded sands (SW) $C_u = D_{60}/D_{10} \geq 6$ and $C_c = (D_{30})^2 / (D_{10} \times D_{60}) \leq 3$ and $\geq 1$							
Well-graded gravels (GW) $C_u = D_{60}/D_{10} \geq 4$ and $C_c = (D_{30})^2 / (D_{10} \times D_{60}) \leq 3$ and $\geq 1$							



# BORING LOG

WATER LEVEL OBSERVATIONS		PROJECT	DRILLER	LOGGER	JOB NO.	DATE
During Drilling	8'	Commercial Property	Chapman	Miller	05334.0	6/3/05
End of Drilling		LOCATION	DRILLING METHOD		DRILL RIG	BORING NO.
7/5/05	5.8'	132 <sup>nd</sup> & State Streets, Omaha, NE	Direct Push		GeoProbe	SB-1
		LOCATION OF BORING	TYPE OF SURFACE		ELEVATION	DEPTH
boring backfilled with bentonite		see Site Map	cultivated soy beans		-	55'

[illegible]



# BORING LOG

WATER LEVEL OBSERVATIONS		PROJECT	DRILLER	LOGGER	JOB NO.	DATE
During Drilling	8'	Commercial Property	Chapman	Miller	05334.0	6/3/05
End of Drilling		LOCATION	DRILLING METHOD		DRILL RIG	BORING NO.
7/5/05	5.8'	132 <sup>nd</sup> & State Streets, Omaha, NE	Direct Push		GeoProbe	SB-1
		LOCATION OF BORING	TYPE OF SURFACE		ELEVATION	DEPTH
boring backfilled with bentonite		see Site Map	cultivated soy beans		--	55'

[illegible]



# BORING LOG

[illegible]



## BORING LOG

WATER LEVEL OBSERVATIONS		PROJECT		DRILLER		LOGGER		JOB NO.		DATE			
During Drilling		--		Commercial Property		Chapman		Miller		05334.0		6/4/05	
End of Drilling				LOCATION		DRILLING METHOD		DRILL RIG		BORING NO.			
7/5/05		10.7'		132 <sup>nd</sup> & State Streets, Omaha, NE		Direct Push		GeoProbe		SB-3			
				LOCATION OF BORING		TYPE OF SURFACE		ELEVATION		DEPTH			
boring backfilled with bentonite				see Site Map		grass		--		45'			
VISUAL/MANUAL DESCRIPTION							SAMPLE DATA			HEADSPACE READING			
DEP (ft.)	COLOR	MOIST.	CONSIST.	SOIL TYPE	GEOLOGIC ORIGIN	REMARKS	NO. & TYPE	SPT (bpf)	REC (in.)	RELATIVE RESPONSE UNITS (RRU)	DEP (ft.)		
						Sampling began at 35'							
5											5		
10											10		
15											15		
20											20		
25											25		



WATER LEVEL OBSERVATIONS		PROJECT		DRILLER		LOGGER		JOB NO.		DATE	
During Drilling		--		Commercial Property		Chapman		Miller		05334.0 6/4/05	
End of Drilling				LOCATION		DRILLING METHOD		DRILL RIG		BORING NO.	
		10.7'		132 <sup>nd</sup> & State Streets, Omaha, NE		Direct Push		GeoProbe		SB-3	
				LOCATION OF BORING		TYPE OF SURFACE		ELEVATION		DEPTH	
boring backfilled with bentonite				see Site Map		grass				45'	
DEP (ft.)	VISUAL/MANUAL DESCRIPTION						SAMPLE DATA			HEADSPACE READING	DEP (ft.)
	COLOR	MOIST	CONSIST	SOIL TYPE	GEOLOGIC ORIGIN	REMARKS	NO. & TYPE	SPT (bpf)	REC (in.)	RELATIVE RESPONSE UNITS (RRU)	
30											30
35	yellowish gray	wet	firm	lean clay	Kansan glaciofluvial material	Silty clay, moderate to high plasticity, orange mottling, 10-15% rounded to subrounded fine sand to coarse gravel, some 1-2" sand and gravel lenses	C-1		40		35
40	yellowish orange		loose	poorly-graded sand		silty, clayey, fine to coarse sand with 5-10% fine to coarse gravel.					40
45	gray	wet	hard	fat clay	Nebraskan Till	Silty clay, high plasticity, massive, 5-10% rounded sand and gravel.	C-2		50		45
50						bottom of boring at 45'					50



Report Number  
05-180-2040

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## REPORT OF ANALYSIS

Mail to: **THIELE GEOTECH INC**  
**DENNIS ANDERSON**  
**13478 CHANDLER RD**  
**OMAHA NE 68138-6174**

For: **(1539) THIELE GEOTECH INC**  
**(000)556-2171**

Date Reported: 06/29/05  
Date Received: 06/14/05  
Date Sampled: 06/10/05

COMMERCIAL PROPERTY

Lab Number: 1084723 Sample ID: TMW-1

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Method: EPA 625 Units: µg/L Analyst: cjh Date: 06/28/05					
bis(2-Chloroethyl) Ether	n.d.	100	Acenaphthene	n.d.	100
1,3-Dichlorobenzene	n.d.	100	2,4-Dinitrotoluene	n.d.	100
1,4-Dichlorobenzene	n.d.	100	4-Chlorophenyl Phenyl Ether	n.d.	100
1,2-Dichlorobenzene	n.d.	100	Fluorene	n.d.	100
bis(2-Chloroisopropyl) Ether	n.d.	100	Phenanthrene	n.d.	100
N-Nitrosodimethylamine	n.d.	100	Anthracene	n.d.	100
N-Nitroso-di-n-propylamine	n.d.	100	Di-n-butyl Phthalate	n.d.	100
Hexachloroethane	n.d.	100	Fluoranthene	n.d.	100
Nitrobenzene	n.d.	100	Pyrene	n.d.	100
Isophorone	n.d.	100	Butyl Benzyl Phthalate	n.d.	100
bis(2-Chloroethoxy) Methane	n.d.	100	Bis(2-ethylhexyl) Phthalate	n.d.	100
1,2,4-Trichlorobenzene	n.d.	100	Di-n-octyl Phthalate	n.d.	100
Naphthalene	n.d.	100	Benzo (b) Fluoranthene	n.d.	100
Diethyl Phthalate	n.d.	100	Benzo (a) Pyrene	n.d.	100
N-Nitrosodiphenylamine	n.d.	100	Dibenz (a,h) Anthracene	n.d.	100
4-Bromophenyl Phenyl Ether	n.d.	100	1,2-Diphenylhydrazine	n.d.	100
Hexachlorobenzene	n.d.	100	Hexachlorocyclopentadiene	n.d.	100
3,3'-Dichlorobenzidine	n.d.	200	Phenol	n.d.	100
Chrysene	n.d.	100	2-Chlorophenol	n.d.	100
Benzo (a) Anthracene	n.d.	100	2-Nitrophenol	n.d.	100
Benzo (k) Fluoranthene	n.d.	100	2,4-Dichlorophenol	n.d.	100
Indeno(1,2,3-cd) Pyrene	n.d.	100	2,4-Dimethylphenol	n.d.	100
Benzidine	n.d.	500	4-Chloro-3-methylphenol	n.d.	100

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# Midwest Laboratories, Inc.

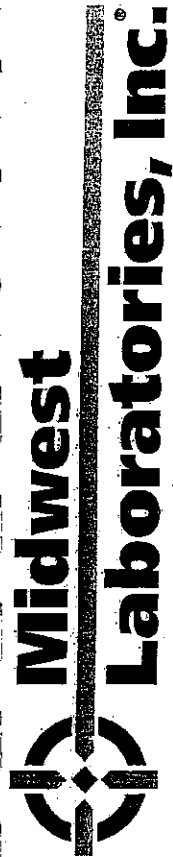
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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2040

Page: 2

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Benzo(g,h,i) Perylene	n.d.	100	2,4,6-Trichlorophenol	n.d.	100
Hexachlorobutadiene	n.d.	100	2,4-Dinitrophenol	n.d.	500
2-Chloronaphthalene	n.d.	100	4-Nitrophenol	n.d.	100
Dimethyl Phthalate	n.d.	100	4,6-Dinitro-2-methylphenol	n.d.	250
Acenaphthylene	n.d.	100	Pentachlorophenol	n.d.	100
2,6-Dinitrotoluene	n.d.	100			
Method: EPA 624 Units: µg/L Analyst: sde Date: 06/15/05					
Acrolein	n.d.	20	1,2-Dichloroethane	n.d.	5
Acrylonitrile	n.d.	20	Trans-1,2-Dichloroethene	n.d.	5
Benzene	n.d.	5	trans-1,3-Dichloropropene	n.d.	5
Bromodichloromethane	n.d.	5	cis-1,3-Dichloropropene	n.d.	5
Bromoform	n.d.	5	1,1-Dichloroethene	n.d.	5
Bromomethane	n.d.	10	Tetrachloroethene	n.d.	5
Carbon Tetrachloride	n.d.	5	1,2-Dichloropropane	n.d.	10
Chlorobenzene	n.d.	10	Ethylbenzene	n.d.	10
Chlorodibromomethane	n.d.	5	Methylene Chloride	n.d.	5
Chloroethane	n.d.	10	1,1,2,2-Tetrachloroethane	n.d.	10
2-Chloroethyl Vinyl Ether	n.d.	10	Toluene	n.d.	10
Chloroform	n.d.	5	1,1,1-Trichloroethane	n.d.	5
Chloromethane	n.d.	10	1,1,2-Trichloroethane	n.d.	5
1,2-Dichlorobenzene	n.d.	5	Trichlorofluoromethane	n.d.	5
1,3-Dichlorobenzene	n.d.	5	Trichloroethene	n.d.	5
1,4-Dichlorobenzene	n.d.	5	Vinyl Chloride	n.d.	10
1,1-Dichloroethane	n.d.	5			



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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2040

Page: 3

Analysis	Method: EPA 8081A/8082	Units: $\mu\text{g/L}$	Analyst: awr	Date: 06/17/05	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
4,4'-DDE			n.d.	0.1	n.d.	0.1	Endosulfan II	n.d.	0.1
4,4'-DDD			n.d.	0.1	n.d.	0.1	Endosulfan sulfate	n.d.	0.1
4,4'-DDT			n.d.	0.1	n.d.	0.1	Endrin	n.d.	0.1
4,4'-Methoxychlor			n.d.	0.5	n.d.	0.1	Endrin aldehyde	n.d.	0.1
Aldrin			n.d.	0.05	n.d.	0.1	Endrin ketone	n.d.	0.1
Aroclor 1016			n.d.	1	n.d.	0.05	Heptachlor	n.d.	0.05
Aroclor 1221			n.d.	2	n.d.	0.05	Heptachlor epoxide	n.d.	0.05
Aroclor 1232			n.d.	1	n.d.	5.0	Toxaphene	n.d.	5.0
Aroclor 1242			n.d.	1	n.d.	0.05	alpha-Chlordane	n.d.	0.05
Aroclor 1248			n.d.	1	n.d.	0.05	alpha-BHC	n.d.	0.05
Aroclor 1254			n.d.	1	n.d.	0.05	beta-BHC	n.d.	0.05
Aroclor 1260			n.d.	1	n.d.	0.05	delta-BHC	n.d.	0.05
Dieldrin			n.d.	0.1	n.d.	0.05	gamma-BHC (Lindane)	n.d.	0.05
Endosulfan I			n.d.	0.05	n.d.	0.05	gamma-Chlordane	n.d.	0.05

### Notes:

n.d. - Not Detected.  
add'l report (DFT).



Report Number  
05-180-2040

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## REPORT OF ANALYSIS

For: ( 1539) THIELE GEOTECH INC  
(000)556-2171

Date Reported: 06/29/05  
Date Received: 06/14/05  
Date Sampled: 06/10/05

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

COMMERCIAL PROPERTY

Lab number: 1084723 Sample ID: TMW-1

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date
Zinc (total)	0.01	mg/L	0.01	EPA 200.7	emr-06/20
Thallium (total)	n.d.	mg/L	0.0005	EPA 200.8	jml-06/20
Silver (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Selenium (total)	n.d.	mg/L	0.001	EPA 200.8	jml-06/20
Nickel (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Mercury (total)	n.d.	mg/L	0.0004	EPA 245.1	mlm-06/20
Lead (total)	n.d.	mg/L	0.0005	EPA 200.8	jml-06/20
Copper (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Chromium (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Cadmium (total)	n.d.	mg/L	0.005	EPA 200.7	emr-06/20
Beryllium (total)	n.d.	mg/L	0.0005	EPA 200.7	emr-06/20
Arsenic (total)	0.001	mg/L	0.001	EPA 200.8	jml-06/20
Antimony (total)	n.d.	mg/L	0.0005	EPA 200.8	jml-06/20
Cyanide	n.d.	mg/L	0.02	SM 4500 CN-E	lma-06/16
Phenols	0.12	mg/L	0.10	EPA 420.1	lma-06/20

Notes:  
n.d. - Not Detected.  
add'l report (DUAL)

Respectfully Submitted

Heather Ramig/Sue Ann Seitz/Rob Ferris  
Client Services



Report Number  
05-180-2041

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## REPORT OF ANALYSIS

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

For: (1539) THIELE GEOTECH INC  
(000)556-2171

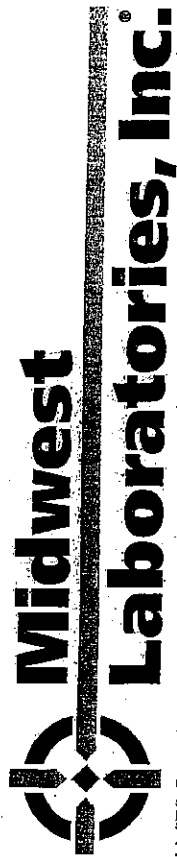
Date Reported: 06/29/05  
Date Received: 06/15/05  
Date Sampled: 06/10/05

COMMERCIAL PROPERTY

Lab Number: 1084724 Sample ID: TMW-2

Analysis	Level Found	Detection Limit
Method: EPA 625 Units: µg/L Analyst: cjh Date: 06/28/05		
bis(2-Chloroethyl) Ether	n.d.	100
1,3-Dichlorobenzene	n.d.	100
1,4-Dichlorobenzene	n.d.	100
1,2-Dichlorobenzene	n.d.	100
bis(2-Chloroisopropyl) Ether	n.d.	100
N-Nitrosodimethylamine	n.d.	100
N-Nitroso-di-n-propylamine	n.d.	100
Hexachloroethane	n.d.	100
Nitrobenzene	n.d.	100
Isophorone	n.d.	100
bis(2-Chloroethoxy) Methane	n.d.	100
1,2,4-Trichlorobenzene	n.d.	100
Naphthalene	n.d.	100
Diethyl Phthalate	n.d.	100
N-Nitrosodiphenylamine	n.d.	100
4-Bromophenyl Phenyl Ether	n.d.	100
Hexachlorobenzene	n.d.	100
3,3'-Dichlorobenzidine	n.d.	100
Chrysene	n.d.	100
Benzo (a) Anthracene	n.d.	100
Benzo (k) Fluoranthene	n.d.	100
Indeno(1,2,3-cd) Pyrene	n.d.	100
Benzidine	n.d.	100
Acenaphthene	n.d.	100
2,4-Dinitrotoluene	n.d.	100
4-Chlorophenyl Phenyl Ether	n.d.	100
Fluorene	n.d.	100
Phenanthrene	n.d.	100
Anthracene	n.d.	100
Di-n-butyl Phthalate	n.d.	100
Fluoranthene	n.d.	100
Pyrene	n.d.	100
Butyl Benzyl Phthalate	n.d.	100
Bis(2-ethylhexyl) Phthalate	n.d.	100
Di-n-octyl Phthalate	n.d.	100
Benzo (b) Fluoranthene	n.d.	100
Benzo (a) Pyrene	n.d.	100
Dibenz (a,h) Anthracene	n.d.	100
1,2-Diphenylhydrazine	n.d.	100
Hexachlorocyclopentadiene	n.d.	100
Phenol	n.d.	100
2-Chlorophenol	n.d.	100
2-Nitrophenol	n.d.	100
2,4-Dichlorophenol	n.d.	100
2,4-Dimethylphenol	n.d.	100
4-Chloro-3-methylphenol	n.d.	100

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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2041

Page: 2

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Benzo(g,h,i) Perylene	n.d.	100	2,4,6-Trichlorophenol	n.d.	100
Hexachlorobutadiene	n.d.	100	2,4-Dinitrophenol	n.d.	500
2-Chloronaphthalene	n.d.	100	4-Nitrophenol	n.d.	100
Dimethyl Phthalate	n.d.	100	4,6-Dinitro-2-methylphenol	n.d.	250
Acenaphthylene	n.d.	100	Pentachlorophenol	n.d.	100
2,6-Dinitrotoluene	n.d.	100			
Method: EPA 624 Units: µg/L Analyst: sde Date: 06/15/05					
Acrolein	n.d.	20	1,2-Dichloroethane	n.d.	5
Acrylonitrile	n.d.	20	Trans-1,2-Dichloroethene	n.d.	5
Benzene	n.d.	5	trans-1,3-Dichloropropene	n.d.	5
Bromodichloromethane	n.d.	5	cis-1,3-Dichloropropene	n.d.	5
Bromoform	n.d.	5	1,1-Dichloroethene	n.d.	5
Bromomethane	n.d.	10	Tetrachloroethene	n.d.	5
Carbon Tetrachloride	n.d.	5	1,2-Dichloropropane	n.d.	10
Chlorobenzene	n.d.	10	Ethylbenzene	n.d.	10
Chlorodibromomethane	n.d.	5	Methylene Chloride	n.d.	5
Chloroethane	n.d.	10	1,1,2,2-Tetrachloroethane	n.d.	10
2-Chloroethyl Vinyl Ether	n.d.	10	Toluene	n.d.	10
Chloroform	n.d.	5	1,1,1-Trichloroethane	n.d.	5
Chloromethane	n.d.	10	1,1,2-Trichloroethane	n.d.	5
1,2-Dichlorobenzene	n.d.	5	Trichlorofluoromethane	n.d.	5
1,3-Dichlorobenzene	n.d.	5	Trichloroethene	n.d.	5
1,4-Dichlorobenzene	n.d.	5	Vinyl Chloride	n.d.	10
1,1-Dichloroethane	n.d.	5			



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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2041

Page: 3

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Method: EPA 8081A/8082	Units: µg/L	Analyst: awr	Date: 06/17/05		
4,4'-DDE	n.d.	0.1	Endosulfan II	n.d.	0.1
4,4'-DDD	n.d.	0.1	Endosulfan sulfate	n.d.	0.1
4,4'-DDT	n.d.	0.1	Endrin	n.d.	0.1
4,4'-Methoxychlor	n.d.	0.5	Endrin aldehyde	n.d.	0.1
Aldrin	n.d.	0.05	Endrin ketone	n.d.	0.1
Aroclor 1016	n.d.	1	Heptachlor	n.d.	0.05
Aroclor 1221	n.d.	2	Heptachlor epoxide	n.d.	0.05
Aroclor 1232	n.d.	1	Toxaphene	n.d.	5.0
Aroclor 1242	n.d.	1	alpha-Chlordane	n.d.	0.05
Aroclor 1248	n.d.	1	alpha-BHC	n.d.	0.05
Aroclor 1254	n.d.	1	beta-BHC	n.d.	0.05
Aroclor 1260	n.d.	1	delta-BHC	n.d.	0.05
Dieldrin	n.d.	0.1	gamma-BHC (Lindane)	n.d.	0.05
Endosulfan I	n.d.	0.05	gamma-Chlordane	n.d.	0.05

### Notes:

n.d. - Not Detected.  
add'l report (DFT).



**Midwest  
Laboratories, Inc.**

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www.midwestlabs.com

Report Number  
05-180-2041

**REPORT OF ANALYSIS**

For: (1539) THIELE GEOTECH INC  
(000)556-2171

Date Reported: 06/29/05  
Date Received: 06/15/05  
Date Sampled: 06/10/05

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

COMMERCIAL PROPERTY

Lab number: 1084724 Sample ID: TMW-2

Analysis	Level Found	Units	Detection Limit	Method	Analyst-Date
Zinc (total)	0.01	mg/L	0.01	EPA 200.7	emr-06/20
Thallium (total)	n.d.	mg/L	0.0005	EPA 200.8	jml-06/20
Silver (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Selenium (total)	0.006	mg/L	0.001	EPA 200.8	jml-06/20
Nickel (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Mercury (total)	n.d.	mg/L	0.0004	EPA 245.1	mlm-06/20
Lead (total)	0.0015	mg/L	0.0005	EPA 200.8	jml-06/20
Copper (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Chromium (total)	n.d.	mg/L	0.01	EPA 200.7	emr-06/20
Cadmium (total)	n.d.	mg/L	0.005	EPA 200.7	emr-06/20
Beryllium (total)	n.d.	mg/L	0.0005	EPA 200.7	emr-06/20
Arsenic (total)	0.004	mg/L	0.001	EPA 200.8	jml-06/20
Antimony (total)	n.d.	mg/L	0.0005	EPA 200.8	jml-06/20
Cyanide	n.d.	mg/L	0.02	SM 4500 CN-E	lma-06/16
Phenols	0.12	mg/L	0.10	EPA 420.1	lma-06/20

**Notes:**

n.d. - Not Detected.  
add'l report (DUAL)

Respectfully Submitted

Heather Raming/Sue Ann Seitz/Rob Ferris  
Client Services



Report Number  
05-180-2043

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## REPORT OF ANALYSIS

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

For: (1539) THIELE GEOTECH INC  
(000)556-2171

Date Reported: 06/29/05  
Date Received: 06/15/05  
Date Sampled: 06/10/05

COMMERCIAL PROPERTY

Lab Number: 1084725 Sample ID: TMW-3

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Method: EPA 625 Units: µg/L Analyst: cjh Date: 06/28/05					
bis(2-Chloroethyl) Ether	n.d.	100	Acenaphthene	n.d.	100
1,3-Dichlorobenzene	n.d.	100	2,4-Dinitrotoluene	n.d.	100
1,4-Dichlorobenzene	n.d.	100	4-Chlorophenyl Phenyl Ether	n.d.	100
1,2-Dichlorobenzene	n.d.	100	Fluorene	n.d.	100
bis(2-Chloroisopropyl) Ether	n.d.	100	Phenanthrene	n.d.	100
N-Nitrosodimethylamine	n.d.	100	Anthracene	n.d.	100
N-Nitroso-di-n-propylamine	n.d.	100	Di-n-butyl Phthalate	n.d.	100
Hexachloroethane	n.d.	100	Fluoranthene	n.d.	100
Nitrobenzene	n.d.	100	Pyrene	n.d.	100
Isophorone	n.d.	100	Butyl Benzyl Phthalate	n.d.	100
bis(2-Chloroethoxy) Methane	n.d.	100	Bis(2-ethylhexyl) Phthalate	n.d.	100
1,2,4-Trichlorobenzene	n.d.	100	Di-n-octyl Phthalate	n.d.	100
Naphthalene	n.d.	100	Benzo (b) Fluoranthene	n.d.	100
Diethyl Phthalate	n.d.	100	Benzo (a) Pyrene	n.d.	100
N-Nitrosodiphenylamine	n.d.	100	Dibenz (a,h) Anthracene	n.d.	100
4-Bromophenyl Phenyl Ether	n.d.	100	1,2-Diphenylhydrazine	n.d.	100
Hexachlorobenzene	n.d.	100	Hexachlorocyclopentadiene	n.d.	100
3,3'-Dichlorobenzidine	n.d.	200	Phenol	n.d.	100
Chrysene	n.d.	100	2-Chlorophenol	n.d.	100
Benzo (a) Anthracene	n.d.	100	2-Nitrophenol	n.d.	100
Benzo (k) Fluoranthene	n.d.	100	2,4-Dichlorophenol	n.d.	100
Indeno(1,2,3-cd) Pyrene	n.d.	100	2,4-Dimethylphenol	n.d.	100
Benzidine	n.d.	500	4-Chloro-3-methylphenol	n.d.	100

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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2043

Page: 2

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Benzo(g,h,i) Perylene	n.d.	100	2,4,6-Trichlorophenol	n.d.	100
Hexachlorobutadiene	n.d.	100	2,4-Dinitrophenol	n.d.	500
2-Chloronaphthalene	n.d.	100	4-Nitrophenol	n.d.	100
Dimethyl Phthalate	n.d.	100	4,6-Dinitro-2-methylphenol	n.d.	250
Acenaphthylene	n.d.	100	Pentachlorophenol	n.d.	100
2,6-Dinitrotoluene	n.d.	100			
Method: EPA 624 Units: µg/L Analyst: sde Date: 06/15/05					
Acrolein	n.d.	20	1,2-Dichloroethane	n.d.	5
Acrylonitrile	n.d.	20	Trans-1,2-Dichloroethene	n.d.	5
Benzene	n.d.	5	trans-1,3-Dichloropropene	n.d.	5
Bromodichloromethane	n.d.	5	cis-1,3-Dichloropropene	n.d.	5
Bromoform	n.d.	5	1,1-Dichloroethene	n.d.	5
Bromomethane	n.d.	10	Tetrachloroethene	6	5
Carbon Tetrachloride	n.d.	5	1,2-Dichloropropane	n.d.	10
Chlorobenzene	n.d.	10	Ethylbenzene	n.d.	10
Chlorodibromomethane	n.d.	5	Methylene Chloride	n.d.	5
Chloroethane	n.d.	10	1,1,2,2-Tetrachloroethane	n.d.	10
2-Chloroethyl Vinyl Ether	n.d.	10	Toluene	n.d.	10
Chloroform	n.d.	5	1,1,1-Trichloroethane	n.d.	5
Chloromethane	n.d.	10	1,1,2-Trichloroethane	n.d.	5
1,2-Dichlorobenzene	n.d.	5	Trichlorofluoromethane	n.d.	5
1,3-Dichlorobenzene	n.d.	5	Trichloroethene	6	5
1,4-Dichlorobenzene	n.d.	5	Vinyl Chloride	n.d.	10
1,1-Dichloroethane	31	5			



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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2043

Page: 3

Analysis	Method: EPA 8081A/8082	Units: µg/L	Analyst: awr	Date: 06/17/05	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
4,4'-DDE			n.d.		0.1	Endosulfan II	n.d.	0.1	
4,4'-DDD			n.d.		0.1	Endosulfan sulfate	n.d.	0.1	
4,4'-DDT			n.d.		0.1	Endrin	n.d.	0.1	
4,4'-Methoxychlor			n.d.		0.5	Endrin aldehyde	n.d.	0.1	
			n.d.		0.05	Endrin ketone	n.d.	0.1	
Aldrin			n.d.		1	Heptachlor	n.d.	0.05	
Aroclor 1016			n.d.		2	Heptachlor epoxide	n.d.	0.05	
Aroclor 1221			n.d.		1	Toxaphene	n.d.	5.0	
Aroclor 1232			n.d.		1	alpha-Chlordane	n.d.	0.05	
Aroclor 1242			n.d.		1	alpha-BHC	n.d.	0.05	
Aroclor 1248			n.d.		1	beta-BHC	n.d.	0.05	
Aroclor 1254			n.d.		1	delta-BHC	n.d.	0.05	
Aroclor 1260			n.d.		0.1	gamma-BHC (Lindane)	n.d.	0.05	
Dieldrin			n.d.		0.05	gamma-Chlordane	n.d.	0.05	
Endosulfan I			n.d.				n.d.	0.05	

### Notes:

n.d. - Not Detected.  
add'l report (DFT).



Report Number  
05-180-2043

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## REPORT OF ANALYSIS

For: ( 1539) THIELE GEOTECH INC  
(000)556-2171

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

Lab number: 1084725 Sample ID: TMW-3

Date Reported: 06/29/05  
Date Received: 06/15/05  
Date Sampled: 06/10/05

COMMERCIAL PROPERTY

### Analysis

Zinc (total)  
Thallium (total)  
Silver (total)  
Selenium (total)  
Nickel (total)  
Mercury (total)  
Lead (total)  
Copper (total)  
Chromium (total)  
Cadmium (total)  
Beryllium (total)  
Arsenic (total)  
Antimony (total)  
Cyanide  
Phenols

Level Found Units  
0.04 mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
0.04 mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
0.005 mg/L  
n.d. mg/L  
0.002 mg/L  
n.d. mg/L  
n.d. mg/L  
0.5 mg/L

### Detection

Limit Method  
0.01 EPA 200.7  
0.0005 EPA 200.8  
0.01 EPA 200.7  
0.001 EPA 200.8  
0.01 EPA 200.7  
0.0004 EPA 245.1  
0.0005 EPA 200.8  
0.01 EPA 200.7  
0.01 EPA 200.7  
0.005 EPA 200.7  
0.0005 EPA 200.7  
0.001 EPA 200.8  
0.0005 EPA 200.8  
0.2 SM 4500 CN-E  
0.5 EPA 420.1

Analyst-  
Date  
emr-06/20  
jml-06/20  
emr-06/20  
jml-06/20  
emr-06/20  
mlm-06/20  
jml-06/20  
emr-06/20  
emr-06/20  
emr-06/20  
emr-06/20  
jml-06/20  
jml-06/20  
lma-06/16  
lma-06/20

### Notes:

n.d. - Not Detected.  
add'l report (DUAL)

Respectfully Submitted

Heather Ramig/Sue Ann Seitz/Rob Ferris  
Client Services

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Report Number  
05-180-2042

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## REPORT OF ANALYSIS

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

For: (1539) THIELE GEOTECH INC  
(000)556-2171

Date Reported: 06/29/05  
Date Received: 06/15/05  
Date Sampled: 06/10/05

COMMERCIAL PROPERTY

Lab Number: 1084726 Sample ID: TMW-4

Analysis Method: EPA 625 Units:  $\mu\text{g/L}$  Analyst: cjh Date: 06/28/05

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
bis(2-Chloroethyl) Ether	n.d.	100	Acenaphthene	n.d.	100
1,3-Dichlorobenzene	n.d.	100	2,4-Dinitrotoluene	n.d.	100
1,4-Dichlorobenzene	n.d.	100	4-Chlorophenyl Phenyl Ether	n.d.	100
1,2-Dichlorobenzene	n.d.	100	Fluorene	n.d.	100
bis(2-Chloroisopropyl) Ether	n.d.	100	Phenanthrene	n.d.	100
N-Nitrosodimethylamine	n.d.	100	Anthracene	n.d.	100
N-Nitroso-di-n-propylamine	n.d.	100	Di-n-butyl Phthalate	n.d.	100
Hexachloroethane	n.d.	100	Fluoranthene	n.d.	100
Nitrobenzene	n.d.	100	Pyrene	n.d.	100
Isophorone	n.d.	100	Butyl Benzyl Phthalate	n.d.	100
bis(2-Chloroethoxy) Methane	n.d.	100	Bis(2-ethylhexyl) Phthalate	n.d.	100
1,2,4-Trichlorobenzene	n.d.	100	Di-n-octyl Phthalate	n.d.	100
Naphthalene	n.d.	100	Benzo (b) Fluoranthene	n.d.	100
Diethyl Phthalate	n.d.	100	Benzo (a) Pyrene	n.d.	100
N-Nitrosodiphenylamine	n.d.	100	Dibenz (a,h) Anthracene	n.d.	100
4-Bromophenyl Phenyl Ether	n.d.	100	1,2-Diphenylhydrazine	n.d.	100
Hexachlorobenzene	n.d.	100	Hexachlorocyclopentadiene	n.d.	100
3,3'-Dichlorobenzidine	n.d.	200	Phenol	n.d.	100
Chrysene	n.d.	100	2-Chlorophenol	n.d.	100
Benzo (a) Anthracene	n.d.	100	2-Nitrophenol	n.d.	100
Benzo (k) Fluoranthene	n.d.	100	2,4-Dichlorophenol	n.d.	100
Indeno(1,2,3-cd) Pyrene	n.d.	100	2,4-Dimethylphenol	n.d.	100
Benzidine	n.d.	500	4-Chloro-3-methylphenol	n.d.	100

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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2042

Page: 2

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Benzo(g,h,i) Perylene	n.d.	100	2,4,6-Trichlorophenol	n.d.	100
Hexachlorobutadiene	n.d.	100	2,4-Dinitrophenol	n.d.	500
2-Chloronaphthalene	n.d.	100	4-Nitrophenol	n.d.	100
Dimethyl Phthalate	n.d.	100	4,6-Dinitro-2-methylphenol	n.d.	250
Acenaphthylene	n.d.	100	Pentachlorophenol	n.d.	100
2,6-Dinitrotoluene	n.d.	100			
Method: EPA 624 Units: µg/L Analyst: sde Date: 06/15/05					
Acrolein	n.d.	20	1,2-Dichloroethane	n.d.	5
Acrylonitrile	n.d.	20	Trans-1,2-Dichloroethene	n.d.	5
Benzene	n.d.	5	trans-1,3-Dichloropropene	n.d.	5
Bromodichloromethane	n.d.	5	cis-1,3-Dichloropropene	n.d.	5
Bromoform	n.d.	5	1,1-Dichloroethene	n.d.	5
Bromomethane	n.d.	10	Tetrachloroethene	n.d.	5
Carbon Tetrachloride	n.d.	5	1,2-Dichloropropane	n.d.	10
Chlorobenzene	n.d.	10	Ethylbenzene	n.d.	10
Chlorodibromomethane	n.d.	5	Methylene Chloride	n.d.	5
Chloroethane	n.d.	10	1,1,2,2-Tetrachloroethane	n.d.	10
2-Chloroethyl Vinyl Ether	n.d.	10	Toluene	n.d.	10
Chloroform	n.d.	5	1,1,1-Trichloroethane	n.d.	5
Chloromethane	n.d.	10	1,1,2-Trichloroethane	n.d.	5
1,2-Dichlorobenzene	n.d.	5	Trichlorofluoromethane	n.d.	5
1,3-Dichlorobenzene	n.d.	5	Trichloroethene	n.d.	5
1,4-Dichlorobenzene	n.d.	5	Vinyl Chloride	n.d.	10
1,1-Dichloroethane	n.d.	22			



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## REPORT OF ANALYSIS

Account: 1539 THIELE GEOTECH INC  
Report Number: 05-180-2042

Page: 3

Analysis	Level Found	Detection Limit	Analysis	Level Found	Detection Limit
Method: EPA 8081A/8082	Units: µg/L	Analyst: awr	Date: 06/17/05		
4,4'-DDE	n.d.	0.1	Endosulfan II	n.d.	0.1
4,4'-DDD	n.d.	0.1	Endosulfan sulfate	n.d.	0.1
4,4'-DDT	n.d.	0.1	Endrin	n.d.	0.1
4,4'-Methoxychlor	n.d.	0.5	Endrin aldehyde	n.d.	0.1
Aldrin	n.d.	0.05	Endrin ketone	n.d.	0.1
Aroclor 1016	n.d.	1	Heptachlor	n.d.	0.05
Aroclor 1221	n.d.	2	Heptachlor epoxide	n.d.	0.05
Aroclor 1232	n.d.	1	Toxaphene	n.d.	5.0
Aroclor 1242	n.d.	1	alpha-Chlordane	n.d.	0.05
Aroclor 1248	n.d.	1	alpha-BHC	n.d.	0.05
Aroclor 1254	n.d.	1	beta-BHC	n.d.	0.05
Aroclor 1260	n.d.	1	delta-BHC	n.d.	0.05
Dieldrin	n.d.	0.1	gamma-BHC (Lindane)	n.d.	0.05
Endosulfan I	n.d.	0.05	gamma-Chlordane	n.d.	0.05

### Notes:

n.d. - Not Detected.  
add'l report (DFT).



Report Number  
05-180-2042

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**REPORT OF ANALYSIS**

For: (1539) THIELE GEOTECH INC  
(000)556-2171

Date Reported: 06/29/05  
Date Received: 06/15/05  
Date Sampled: 06/10/05

Mail to: THIELE GEOTECH INC  
DENNIS ANDERSON  
13478 CHANDLER RD  
OMAHA NE 68138-6174

COMMERCIAL PROPERTY

Lab number: 1084726 Sample ID: TMW-4

Analysis  
Zinc (total)  
Thallium (total)  
Silver (total)  
Selenium (total)  
Nickel (total)  
Mercury (total)  
Lead (total)  
Copper (total)  
Chromium (total)  
Cadmium (total)  
Beryllium (total)  
Arsenic (total)  
Antimony (total)  
Cyanide  
Phenols

Level Found Units  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
0.001 mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
n.d. mg/L  
0.002 mg/L  
n.d. mg/L  
n.d. mg/L  
0.6 mg/L

**Detection**

Limit Method  
0.01 EPA 200.7  
0.0005 EPA 200.8  
0.01 EPA 200.7  
0.001 EPA 200.8  
0.01 EPA 200.7  
0.0004 EPA 245.1  
0.0005 EPA 200.8  
0.01 EPA 200.7  
0.01 EPA 200.7  
0.005 EPA 200.7  
0.0005 EPA 200.7  
0.001 EPA 200.8  
0.0005 EPA 200.8  
0.2 SM 4500 CN-E  
0.5 EPA 420.1

Analyst-  
Date  
emr-06/20  
jml-06/20  
emr-06/20  
jml-06/20  
emr-06/20  
mlm-06/20  
jml-06/20  
emr-06/20  
emr-06/20  
emr-06/20  
emr-06/20  
jml-06/20  
jml-06/20  
lma-06/16  
lma-06/20

**Notes:**

n.d. - Not Detected.  
add'l report (DUAL)

Respectfully Submitted

Heather Raming/Sue Ann Seitz/Rob Ferris  
Client Services



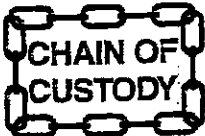
ACCOUNT NUMBER 1539

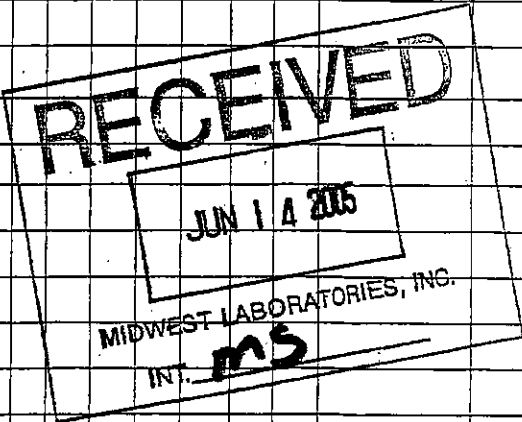
CHAIN OF CUSTODY RECORD: Yes X No     

PURCHASE ORDER NUMBER \_\_\_\_\_

REPORT & BILL TO	IDENTIFICATION	COPY TO
	Commercial Property	
	132 ND & State Streets	
ZIP	Omaha, NE	ZIP
PHONE ( )		PHONE ( )

PROJ. NO.		PROJECT NAME/COMPANY:		No of Containers		Proper preservation (Y/N)		MATRIX		Tests Requested					EPA 608 625	
COMPANY: (Signature)		SAMPLER: (Signature)								Volatiles Semi-volatiles Cyanide Pesticides Priority Metals						
SA	DATE	TIME	COMP	GRAB												Lab Number/Order# (Internal Use)
TMW-1	1084723 <sub>9</sub>	6/14/05	X	7	Y	WA	X	X	X	X	X					
TMW-2	1084724 <sub>9</sub>	6/14/05	X	7	Y	WA	X	X	X	X	X					
TMW-3	1084725 <sub>9</sub>	6/14/05	X	7	Y	WA	X	X	X	X	X					
TMW-4	1084726 <sub>9</sub>	6/14/05	X	7	Y	WA	X	X	X	X	X					





Relinquished by: (Signature)	Date/Time	Received by: (Signature)	Cooler arrived intact: Yes _____ No _____
<i>[Signature]</i>	6/14/05 1723	<i>Bill Dietrich</i>	Temperature on Arrival (1/2 C): _____
Relinquished by: (Signature)	Date/Time	Received by: (Signature)	Preserved in Field: Yes _____ No _____
Relinquished by: (Signature)	Date/Time	Received in Lab by: (Signature)	Remarks: _____

Chain-of-Custody will have a signature upon receipt but no subsequent signatures

Rev 02/02

**Distribution:** Original accompanies shipment; copy to Coordinator Field Files.

\*Matrix Code: SO - Soil, WA - Water, SL - Sludge, OT - Other

Matrix Code: SO - Soil, WA - Water, SL - Sludge, OT - Other



Robert Miller

From: Ed Southwick@NDEQ.State.NE.US  
Sent: Wednesday, June 22, 2005 4:02 PM  
To: rmiller@thielegeotech.com  
Subject: DC State Street Ground Water Map, Data



NDEQ Public Records Policy.doc  
DC\_GroundWaterDections1985-2002.XLS  
DC-Map.doc

Mr. Miller

I have attached a site map and data summary table for 1985-2002 groundwater monitoring. Monitoring conducted since 2002 indicates that the plume has stalled and possibly shrunk.

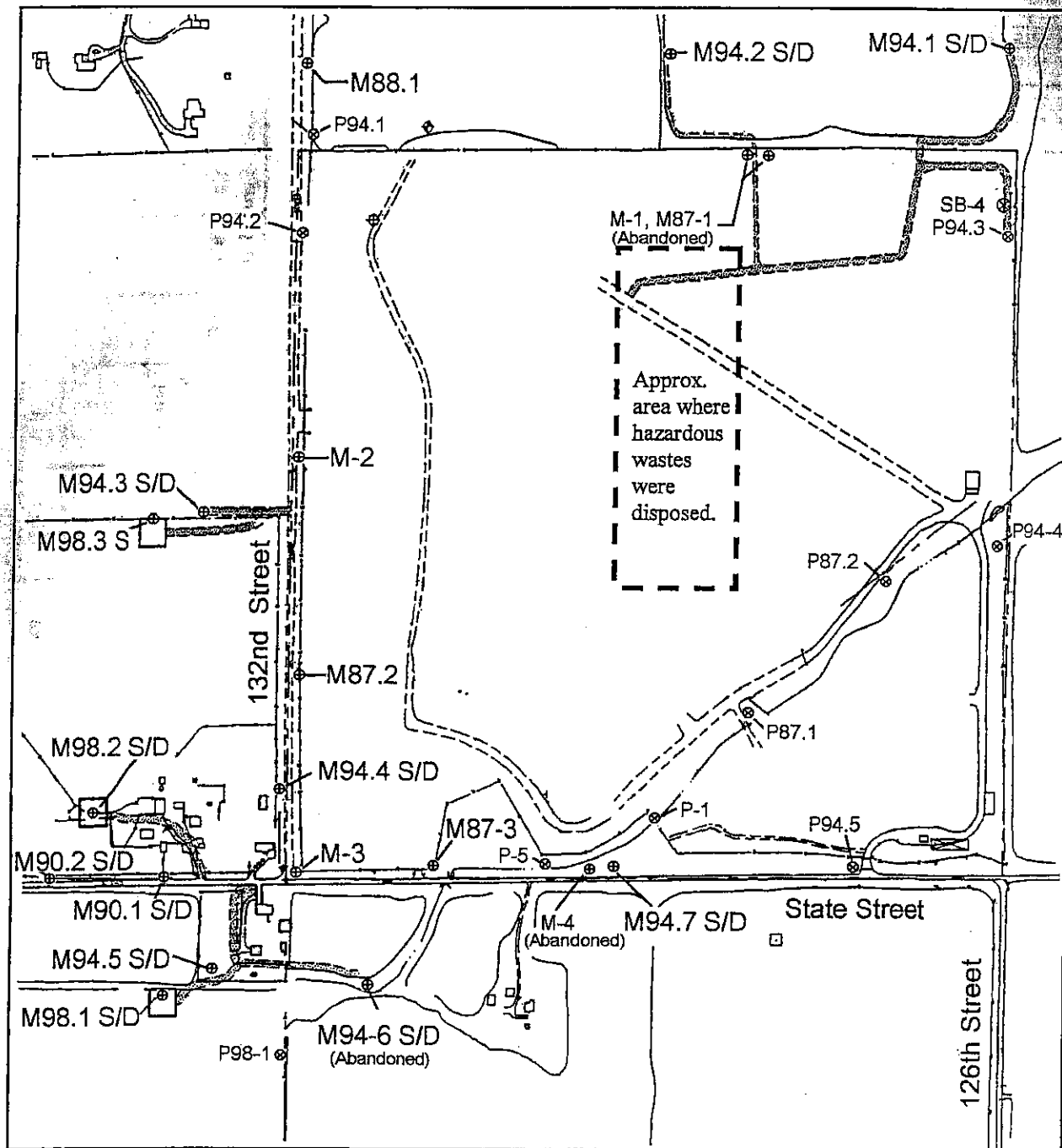
The most recent groundwater document is:

Facility: 59516 Douglas County Landfill  
Document ID: 2005-0002264  
Document Title: Annual Groundwater Results 2004.

Instead of submitting a written request (see attached policy) for a photocopy of this document you can instead reply to this e-mail, stating your request. Please include your mailing address, to which we will mail the report and invoice for copying charges. Also, let me know if you want the lab and field sheets portion of the report copied or not. I estimate that it will cost \$20 - \$25 to include them and less than \$5.00 to exclude them.

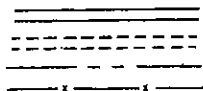
Edward Southwick  
Remediation Section  
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1200 N. Street, Suite 400, Box 98922  
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(See attached file: NDEQ Public Records Policy.doc) (See attached file: DC\_GroundWaterDections1985-2002.XLS) (See attached file: DC-Map.doc)



#### LEGEND

IMPROVED ROAD  
 UNIMPROVED ROAD  
 SITE BOUNDARY  
 FENCE  
 GATE  
 MONITORING WELL ("M-")  
 PIEZOMETER ("P-")  
 STREAM



0' 300' 600'  
 SCALE IN FEET

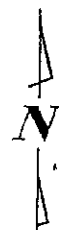


TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro- ethane µg/L	1,1-Dichloro- ethene µg/L	Tetra- chloro- ethene µg/L	Total 1,2-Dichloro- ethene µg/L	1,1,1- Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
0-Surf.E.	85-9									8		0.09		0.250
0-Surf.E.	86-9						<5			0.2		<0.01		<0.05
0-Surf.E.	87-9									0.17		<0.01		0.09
0-Surf.E.	87-12						<5			0.22		<0.01		<0.01
0-Surf.E.	88-3						<5			0.42		<0.01		<0.01
0-Surf.E.	88-6						<1			0.56		<0.01		<0.01
0-Surf.E.	88-10						<5			0.28		<0.01		<0.01
0-Surf.E.	89-1						<5			0.24		<0.01		<0.01
0-Surf.E.	89-4						<5			0.43		<0.01		<0.01
0-Surf.E.	89-7						<5			0.26		<0.01		<0.01
0-Surf.E.	89-11						<5			0.51		<0.01		<0.01
0-Surf.E.	90-2						<5			0.4		<0.01		<0.01
0-Surf.E.	90-6						<5			0.26		<0.01		<0.01
0-Surf.E.	90-11						<5			0.4		<0.01		<0.01
0-Surf.E.	91-4	<5	<5	<5	<5	<5	<5	<5	<5	0.47		<0.01	<0.01	<0.01
0-Surf.E.	91-7	<5	<5	<5	<5	<5	<5	<5	<5	0.551		<0.01	0.05	<0.01
0-Surf.E.	91-10	<5	<5	<5	<5	<5	<5	<5	<5	0.283		<0.01	<0.01	<0.01
0-Surf.E.	92-2	<5	<5	<5	<5	<5	<5	<5	<5	0.18		<0.01	<0.01	0.002
0-Surf.E.	92-4	<5	<5	<5	<5	<5	<5	<5	<5	0.24		<0.01	0.01	<0.002
0-Surf.E.	92-7	<5	<5	<5	<5	<5	<5	<5	<5	0.339		<0.01	<0.01	<0.002
0-Surf.E.	92-10	<5	<5	<5	<5	<5	<5	<5	<5	0.23		<0.01	<0.01	<0.001
0-Surf.E.	93-1	<5	<5	<5	<5	<5	<5	<5	<5	0.215		<0.01	<0.01	0.001
0-Surf.E.	93-5	<5	<5	<5	<5	<5	<5	<5	<5	0.184		<0.01	<0.01	<0.001
0-Surf.E.	93-7	<5	<5	<5	<5	<5	<5	<5	<5	0.18		<0.01	<0.01	<0.001
0-Surf.E.	93-10	<5	<5	<5	<5	<5	<5	<5	<5	0.163		<0.01	<0.01	<0.001
0-Surf.E.	93-10	<5	<5	<5	<5	<5	<5	<5	<5	0.18		<0.01	<0.01	<0.001
0-Surf.E.	94-1	<5	<5	<5	<5	<5	<5	<5	<5	0.15		<0.01	<0.01	<0.001
0-Surf.E.	94-4	<5	<5	<5	<5	<5	<5	<5	<5	0.21		<0.01	<0.01	<0.001
0-Surf.E.	94-7	<5	<5	<5	<5	<5	<5	<5	<5	0.21		<0.01	<0.01	<0.001
0-Surf.E.	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.15		<0.01	<0.01	<0.001
0-Surf.E.	95-1	<5	<5	<5	<5	<5	<5	<5	<5	0.19		<0.01	<0.01	<0.001
0-Surf.E.	95-4	<5	<5	<5	<5	<5	<5	<5	<5	0.22		<0.01	0.01	0.001
0-Surf.E.	95-7	<5	<5	<5	<5	<5	<5	<5	<5			<0.01	<0.01	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70(100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro- ethene µg/L	Tetra- chloro- ethene µg/L	Total 1,2-Dichloro- ethene µg/L	1,1,1- Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
0-Surf.E.	95-10	<5	<5	<5	<5	<5	<5	<5	<5	0.21	<5	<5	<0.01	<0.001
0-Surf.E.	96-1	<5	<5	<5	<5	<5	<5	<5	<5	0.15	<5	<5	<0.01	<0.001
0-Surf.E.	96-7	<5	<5	<5	<5	<5	<5	<5	<5	0.30	<5	<5	<0.01	<0.001
0-Surf.E.	96-10	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	97-1	<5	<5	<5	<5	<5	<5	<5	<5	0.19	<5	<5	<0.01	0.003
0-Surf.E.	97-5	<5	<5	<5	<5	<5	<5	<5	<5	0.19	<5	<5	<0.01	<0.001
0-Surf.E.	97-7	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<5	<5	0.03	<0.001
0-Surf.E.	97-10	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<5	<5	<0.01	<0.001
0-Surf.E.	98-2	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	0.010
0-Surf.E.	98-6	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<5	<5	<0.01	0.001
0-Surf.E.	98-7	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	98-8	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	99-2	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	0.01	<0.001
0-Surf.E.	99-5	<5	<5	<5	<5	<5	<5	<5	<5	0.16	<5	<5	<0.01	<0.001
0-Surf.E.	99-8	<5	<5	<5	<5	<5	<5	<5	<5	0.23	<5	<5	<0.01	<0.001
0-Surf.E.	99-11	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	00-2	<5	<5	<5	<5	<5	<5	<5	<5	0.19	<5	<5	<0.01	<0.001
0-Surf.E.	00-5	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	00-8	<5	<5	<5	<5	<5	<5	<5	<5	0.19	<5	<5	<0.01	<0.001
0-Surf.E.	00-10	<5	<5	<5	<5	<5	<5	<5	<5	0.20	<5	<5	<0.01	<0.001
0-Surf.E.	01-3	<5	<5	<5	<5	<5	<5	<5	<5	0.19	<5	<5	<0.01	<0.001
0-Surf.E.	01-6	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	01-9	<5	<5	<5	<5	<5	<5	<5	<5	0.18	<5	<5	<0.01	<0.001
0-Surf.E.	01-11	<5	<5	<5	<5	<5	<5	<5	<5	0.15	<5	<5	<0.01	0.027
0-Surf.E.	02-1	<5	<5	<5	<5	<5	<5	<5	<5	0.15	<5	<5	<0.01	0.002
1-M88.1	88-3	<5	<5	<5	<5	<5	<5	<5	<5	0.1	0.017	0.02	<0.01	<0.01
1-M88.1	88-6	<5	<5	<5	<5	<5	<5	<5	<5	0.4	0.010	0.01	<0.01	<0.01
1-M88.1	88-9	<5	<5	<5	<5	<5	<5	<5	<5	0.21	<0.002	<0.01	<0.01	<0.01
1-M88.1	88-10	<5	<5	<5	<5	<5	<5	<5	<5	0.2	0.004	<0.01	<0.01	<0.01
1-M88.1	89-1	<5	<5	<5	<5	<5	<5	<5	<5	0.48	0.023	0.03	<0.01	<0.01
1-M88.1	89-4	<5	<5	<5	<5	<5	<5	<5	<5	0.41	0.012	0.02	<0.01	<0.01
1-M88.1	89-7	<5	<5	<5	<5	<5	<5	<5	<5	0.41	0.011	0.02	<0.01	<0.01
1-M88.1	89-11	<5	<5	<5	<5	<5	<5	<5	<5	0.41	0.011	0.02	<0.01	<0.01

"<nun" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
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TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	0.005	0.1	?	0.015	
Field ID	Date Sampled yy-mm	1,1-Dichloroethane µg/L	1,2-Dichloroethane µg/L	1,1-Dichloroethene µg/L	Tetra-chloroethene µg/L	Total 1,2-Dichloroethene µg/L	1,1,1-Trichloroethane µg/L	Trichloroethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
1-M88.1	90-2	<5	<5	<5	<5	<5	<5	<5	<2	0.26	<0.002	<0.01		
1-M88.1	90-6	<5	<5	<5	<5	<5	<5	<5	<10	0.23	0.011	<0.01	<0.01	<0.01
1-M88.1	90-9	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.01	0.01
1-M88.1	90-11	<5	<5	<5	<5	<5	<5	<5	<2	0.2			<0.01	0.01
1-M88.1	91-2	<5	<5	<5	<5	<5	<5	<5	<2	0.29			<0.01	<0.01
1-M88.1	91-4	<5	<5	<5	<5	<5	<5	<5	<2	0.43			<0.01	<0.01
1-M88.1	91-7	<5	<5	<5	<5	<5	<5	<5	<2	0.198			<0.01	<0.01
1-M88.1	91-10	<5	<5	<5	<5	<5	<5	<5	<2	0.207			<0.01	<0.01
1-M88.1	92-2	<5	<5	<5	<5	<5	<5	<5	<2	0.18			<0.01	<0.002
1-M88.1	92-4	<5	<5	<5	<5	<5	<5	<5	<2	0.21			<0.01	0.002
1-M88.1	92-7	<5	<5	<5	<5	<5	<5	<5	<2	0.233			<0.01	<0.002
1-M88.1	92-10	<5	<5	<5	<5	<5	<5	<5	<2	0.228			0.01	<0.001
1-M88.1	93-1	<5	<5	<5	<5	<5	<5	<5	<2	0.218			<0.01	<0.001
1-M88.1	93-5	<5	<5	<5	<5	<5	<5	<5	<2	0.222			<0.01	<0.001
1-M88.1	93-7	<5	<5	<5	<5	<5	<5	<5	<2	0.19			<0.01	<0.001
1-M88.1	93-10	<5	<5	<5	<5	<5	<5	<5	<2	0.197			<0.01	<0.001
1-M88.1	94-1	<5	<5	<5	<5	<5	<5	<5	<2	0.2			<0.01	<0.001
1-M88.1	94-4	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1	94-7	<5	<5	<5	<5	<5	<5	<5	<2	0.21			<0.01	0.001
1-M88.1	94-10/11	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1	95-1	<5	<5	<5	<5	<5	<5	<5	<2	0.19			<0.01	<0.001
1-M88.1	95-4	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1	95-7	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1	95-9	<5	<5	<5	<5	<5	<5	<5	<2				<0.01	0.001
1-M88.1	95-10	<5	<5	<5	<5	<5	<5	<5	<2					
1-M88.1	95-10	<5	<5	<5	<5	<5	<5	<5	<2					
1-M88.1	96-1	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	0.001
1-M88.1	96-3	<5	<5	<5	<5	<5	<5	<5	<2	0.23	<0.005	<0.05	<0.01	<0.001
1-M88.1	96-7	<5	<5	<5	<5	<5	<5	<5	<2	0.220			<0.05	<0.010
1-M88.1	96-10	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1	97-1	<5	<5	<5	<5	<5	<5	<5	<2	0.23			<0.01	<0.001
1-M88.1	97-5	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1	97-7	<5	<5	<5	<5	<5	<5	<5	<2	0.22			<0.01	<0.001
1-M88.1		<5	<5	<5	<5	<5	<5	<5	<2	0.23			<0.01	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethene µg/L	Tetra-chloro ethene µg/L	Total 1,2-Dichloro ethene µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
1-M88.1	97-10	<5	<5	<5	<5	<5	<5	<5	<5	0.23			0.01	<0.001
1-M88.1	98-2	<5	<5	<5	<5	<5	<5	<5	<5	0.21			<0.01	0.001
1-M88.1	98-6	<5	<5	<5	<5	<5	<5	<5	<5	0.20			<0.01	<0.001
1-M88.1	98-8	<5	<5	<5	<5	<5	<5	<5	<5	0.20			<0.01	<0.001
1-M88.1	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.203	<0.005	<0.05	<0.05	<0.010
1-M88.1	99-2	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	99-5	<5	<5	<5	<5	<5	<5	<5	<5	0.19			<0.01	<0.001
1-M88.1	99-8	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	99-11	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	00-2	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	00-5	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	00-8	<5	<5	<5	<5	<5	<5	<5	<5	0.21			<0.01	<0.001
1-M88.1	00-10	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	01-3	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
1-M88.1	01-6	<5	<5	<5	<5	<5	<5	<5	<5	0.21			<0.01	<0.001
1-M88.1	01-9	<5	<5	<5	<5	<5	<5	<5	<5	0.21			<0.01	<0.001
1-M88.1	01-11	<5	<5	<5	<5	<5	<5	<5	<5	0.20		<0.01	<0.01	<0.001
1-M88.1	02-1	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<0.0025	<0.05	<0.01	<0.001
1-M88.1	02-4	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<0.0025	<0.05	<0.05	<0.005
1-M94.1D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.35			<0.05	<0.010
1-M94.1D	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.320	<0.005	<0.05	<0.05	<0.010
1-M94.1D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.308	<0.005	<0.05	<0.05	<0.010
1-M94.1D	02-7	<5	<5	<5	<5	<5	<5	<5	<5	0.34	<0.0025	<0.05	<0.05	<0.005
1-M94.1S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.140			<0.05	<0.010
1-M94.1S	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.190	<0.005	<0.05	<0.05	<0.010
1-M94.1S	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.206	<0.005	<0.05	<0.05	<0.010
1-M94.1S	02-4	<5	<5	<5	<5	<5	<5	<5	<5	0.21	<0.0025	<0.05	<0.05	<0.005
1-M94.2D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.28			<0.05	<0.010
1-M94.2D	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.240	<0.005	<0.05	<0.05	<0.010
1-M94.2D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.237	<0.005	<0.05	<0.05	<0.010
1-M94.2D	02-7	<5	<5	<5	<5	<5	<5	<5	<5	0.26	<0.0025	<0.05	<0.05	<0.005
1-M94.2S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.21			<0.05	<0.010

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for Identified Contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/l	1,2-Dichloro ethane µg/l	1,1-Dichloro ethane µg/l	Tetra-chloro ethane µg/l	Total 1,2-Dichloro ethane µg/l	1,1,1-Trichloro ethane µg/l	Trichloro-ethene µg/l	Vinyl Chloride µg/l	Ba µg/l	Cd µg/l	Cr µg/l	Ni µg/l	Pb µg/l
1-M94.2S	96-3	<5	<5	<5	<5	<5	<5	<5	<5	<5	<0.005	<0.05	<0.05	<0.010
1-M94.2S	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.181	<0.005	<0.05	<0.05	<0.010
1-M94.2S	02-7	<1	<1	<1	<1	<1	<1	<1	<1	0.32	<0.0025	0.08	0.05	0.0087
2-M-2	85-9													
2-M-2	86-9	<5	<5	6	<5	<5	88			6.9	<0.02	0.09		0.400
2-M-2	87-9			7			131	<5	<5	0.36	<0.005	0.01		<0.05
2-M-2	87-12	<5	<5	14	<5	<5	99	<5	<5	0.8	<0.01	0.04		<0.05
2-M-2	88-3	<5	<5	8	<5	<5	76	<5	<5	0.34	<0.002	0.01		<0.01
2-M-2	88-6	6	<5	7	<5	<5	73	<5	<5	0.73	0.010	0.04		<0.01
2-M-2	88-9	17	<5	7	<5	<5	76	<5	<5	0.89	0.002	0.01		<0.01
2-M-2	88-10	11	<1	8	<1	<1	61	1	<1	0.48	<0.002	0.01		<0.01
2-M-2	88-11	10	<1	6	1	<1	69	2	<1					
2-M-2	88-12	6	<5	<5	<5	<5	56	<5	<1					
2-M-2	89-1	<5	<5	5	<5	<5	66	<5	<2					
2-M-2	89-2	<5	<5	7	<5	<5	55	<5	<2					
2-M-2	89-4	<5	<5	5	<5	<5	38	<5	<2	0.55	0.008	0.02		<0.01
2-M-2	89-7	20	<5	6	<5	<5	50	<5	<2	0.74	0.016	0.03		<0.01
2-M-2	89-11	10	<5	<5	<5	<5	32	<5	<2	0.58	0.009	0.02		<0.01
2-M-2	90-2	5	<5	5	<5	<5	35	<5	<2	0.21	0.005	<0.01		<0.01
2-M-2	90-6	12	<5	<5	<5	<5	35	<5	<2	0.23	0.006	<0.01		<0.01
2-M-2	90-9	21	<5	<5	<5	<5	58	<5	<2	0.22		<0.01	0.02	<0.01
2-M-2	90-11	20	<5	8	<5	<5	42	<5	<2	0.21			0.01	0.01
2-M-2	91-2	18	<5	5	<5	<5	28	<5	<2	0.19			0.01	0.03
2-M-2	91-4	45	<5	8	<5	<5	67	<5	<2	0.62			0.04	<0.01
2-M-2	91-7	96	<5	8	13	9	45	7	<2	0.277			0.01	<0.01
2-M-2	91-10	92	<5	7	7	12	49	5	<2	0.313			0.03	<0.01
2-M-2	92-2	100	<5	9	<5	6	52	<5	<2	0.37			0.02	<0.002
2-M-2	92-4	260	<5	7	14	31	41	14	8	0.46			0.03	0.002
2-M-2	92-7	274	<5	8	9	38	47	11	9	0.46			0.03	<0.002
2-M-2	92-10	191	<5	9	<5	31	45	6	<2	0.379			0.03	<0.001
2-M-2	93-1	144	<5	7	5	24	35	6	<2	0.367			0.03	<0.001
2-M-2	93-5	250	<5	<5	13	65	26	13	9	0.512			0.04	<0.001
2-M-2	93-7	240	<5	<5	11	76	27	11	12	0.52			0.03	<0.001

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TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/l	1,2-Dichloro ethane µg/l	1,1-Dichloro ethane µg/l	Tetra- chloro- ethane µg/l	Total 1,2-Dichloro- ethane µg/l	1,1,1- Trichloro- ethane µg/l	Trichloro- ethene µg/l	Vinyl Chloride µg/l	Ba mg/l	Cd mg/l	Cr mg/l	Ni mg/l	Pb mg/l
2-M-2	93-10	270	<5	<5	10	90	24	11	12	0.489			0.03	<0.001
2-M-2	94-1	185	<5	6	8	70	23	8	9	0.44			0.02	0.001
2-M-2	94-4	214	<5	<5	9	89	18	8	11	0.48			0.02	<0.001
2-M-2	94-7	264	<5	<5	12	100	18	13	14	0.58			0.02	0.002
2-M-2	94-10/11	168	<5	<5	7	62	21	9	8	0.46			<0.01	<0.001
2-M-2	95-1	280	<5	<5	11	99	18	13	13	0.51			0.03	0.001
2-M-2	95-4	360	<5	<5	20	135	15	20	20	0.63			0.04	<0.001
2-M-2	95-7	290	<5	<5	12	98	13	13	15	0.58			0.03	<0.001
2-M-2	95-10	218	<5	<5	8	69	16	8	12	0.50			0.02	<0.001
2-M-2	96-1	127	<5	5	5	32	20	5	6	0.44			0.01	<0.001
2-M-2	96-3	288	<5	<5	12	91	17	15	12	0.560	0.005	<0.05	<0.05	<0.010
2-M-2	96-7	240	<5	<5	<5	91	13	15	13	0.63			0.04	<0.001
2-M-2	96-10	196	<5	7	6	46	17	7	11	0.50			0.10	<0.001
2-M-2	97-1	164	<5	42	<5	42	14	6	14	0.52			0.03	<0.001
2-M-2	97-5	275	<5	<5	16	95	8	13	16	0.61			0.04	<0.001
2-M-2	97-7	231	<5	6	6	56	15	7	14	0.60			0.04	<0.001
2-M-2	97-10	222	<5	<5	9	58	8	9	8	0.60			0.04	<0.001
2-M-2	98-2	220	<5	<5	12	72	5	11	9	0.56			0.04	0.001
2-M-2	98-6	6	<5	<5	<5	<5	<5	<5	<2	0.25			<0.01	0.005
2-M-2	98-7	189	<5	<5	9	70	7	9	11				0.02	<0.001
2-M-2	98-8	192	<5	<5	10	69	5	10	8	0.49			<0.05	<0.010
2-M-2	98-9/10	140	<5	<5	10	55	<5	10	5	0.527	<0.005	<0.05	0.03	<0.001
2-M-2	99-2	125	<5	<5	6	38	6	<5	5	0.51			0.03	<0.001
2-M-2	99-5	116	<5	<5	8	42	<5	6	5	0.45			0.05	<0.001
2-M-2	99-8	105	<5	<5	9	43	<5	7	<2	0.52			0.02	<0.001
2-M-2	99-11	120	5	<5	7	32	5	6	<2	0.56			0.03	<0.001
2-M-2	00-2	135	7	<5	<5	26	6	<5	6	0.58			0.03	<0.001
2-M-2	00-5	103	8	<5	<5	21	8	<5	<2	0.56			0.04	<0.001
2-M-2	00-8	89	<5	<5	5	27	<5	6	3	0.61			0.04	<0.001
2-M-2	00-10	101	5	<5	<5	26	<5	<5	<2	0.60			0.03	<0.001
2-M-2	01-3	88	<5	<5	6	32	<5	6	<2	0.63			0.03	<0.001
2-M-2	01-6	107	<5	<5	5	34	<5	6	3	0.59			0.03	<0.001
2-M-2	01-9	94	<5	<5	5	32	<5	6	3	0.47			0.02	<0.001

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TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:	811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID 0- = upgradient 2- = compliance 3- = downgradient 4- = domestic shaded = abandoned	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2- Dichloro- ethane µg/L	1,1- Dichloro- ethane µg/L	Tetra- chloro- ethene µg/L	Total 1,2- Dichloro- ethene µg/L	1,1,1- Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cr mg/L	Ni mg/L	Pb mg/L
2-M-2	01-11	116	<5	<5	<5	26	<5	5	4	0.57	<0.01	0.03	<0.001
2-M-2	02-1	110	5	<5	<5	20	<5	<5	<2	0.57	<0.01	0.03	0.001
2-M-3	85-9												
2-M-3	86-9	13	<5	250	<5	<5	1,600	<5	<5	4.1	0.09		0.120
2-M-3	87-9	8	<5	224	<5	<5	1,425	<5	<5	0.41	0.01		<0.05
2-M-3	87-12	8	<5	259	<5	<5	907	<5	<5	0.48	0.02		0.06
2-M-3	88-3	<5	<5	224	<5	<5	842	<5	<5	0.34	0.03		<0.01
2-M-3	88-6	<50	<50	200	<50	<50	1,090	<50	<50	0.6	0.03		<0.01
2-M-3	88-9	6	<5	195	<5	<5	1,025	<5	<5	0.6	0.03		<0.01
2-M-3	88-10	6	<1	210	<1	<1	>750	<1	<1	0.49	0.03		<0.01
2-M-3	88-11	5	<1	118	<1	<1	642	<1	<1		0.03		<0.01
2-M-3	88-12	6	<5	119	<5	<5	661	<5	<1				
2-M-3	89-1	<5	<5	126	<5	<5	593	<5	<2				
2-M-3	89-2	<5	<5	98	<5	<5	510	<5	<2	0.009			
2-M-3	89-4	<5	<5	84	<5	<5	396	<5	<2	0.36	0.01		<0.01
2-M-3	89-7	<5	<5	66	<5	<5	286	<5	<2	0.58	0.04		<0.01
2-M-3	89-11	<5	<5	58	<5	<5	231	<5	<2	0.64	0.03		<0.01
2-M-3	90-2	<5	<5	54	<5	<5	204	<5	<2	0.26	0.01		<0.01
2-M-3	90-6	<5	<5	40	<5	<5	148	<5	<10	0.36	<0.01	<0.01	<0.01
2-M-3	90-9	7	<5	14	<5	<5	278	<5	<2	0.23	<0.01	<0.01	<0.01
2-M-3	90-11	9	<5	36	<5	<5	121	<5	<2	0.22		<0.01	<0.01
2-M-3	91-2	8	<5	48	<5	<5	161	<5	<2	0.22		<0.01	<0.01
2-M-3	91-4	11	<5	33	<5	<5	122	<5	<2	0.838		0.01	<0.01
2-M-3	91-7	5	<5	44	<5	<5	153	<5	<2	0.355		<0.01	<0.01
2-M-3	91-10	9	<5	48	<5	<5	189	<5	<2	0.366		0.01	<0.01
2-M-3	92-2	12	<5	44	<5	<5	113	<5	<2	0.281		<0.01	<0.002
2-M-3	92-4	7	<5	38	<5	<5	120	<5	<2	0.32		0.02	0.002
2-M-3	92-7	9	<5	47	<5	<5	129	<5	<2	0.308		<0.01	<0.002
2-M-3	92-10	6	<5	46	<5	<5	125	<5	<2	0.34		0.01	<0.001
2-M-3	93-1	7	<5	43	<5	<5	107	<5	<2	0.393		<0.01	0.002
2-M-3	93-5	7	<5	32	<5	<5	80	<5	<2	0.39		<0.01	0.002
2-M-3	93-7	10	<5	31	<5	<5	74	<5	<2	0.44		0.02	0.007
2-M-3	93-10	19	<5	32	<5	<5	80	<5	<2	0.562		0.03	0.010

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TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/l	1,2-Dichloro- ethane µg/l	1,1-Dichloro- ethene µg/l	Tetra- chloro- ethene µg/l	Total Dichloro- ethene µg/l	1,1,1- Trichloro- ethane µg/l	Trichloro- ethene µg/l	Vinyl Chloride µg/l	Ba mg/l	Cd mg/l	Cr mg/l	Ni mg/l	Pb mg/l
2-M-3	93-10	20	<5	32	<5	<5	77	<5	<2					
2-M-3	94-1	15	<5	36	<5	<5	89	<5	<2	0.44			0.02	0.003
2-M-3	94-4	17	<5	44	<5	<5	94	<5	<2	0.37			<0.01	<0.001
2-M-3	94-7	25	14	58	<5	<5	144	<5	<2	0.43			<0.01	0.003
2-M-3	94-10/11	29	<5	140	<5	<5	299	<5	<2	0.38			<0.01	<0.001
2-M-3	95-1	30	<5	150	<5	<5	440	<5	<2	0.38			<0.01	0.002
2-M-3	95-4	35	<5	130	<5	<5	315	<5	<2	0.46			0.01	0.003
2-M-3	95-7	81	<5	21	14	24	49	24	7	0.84			0.01	0.011
2-M-3	95-9	87	<5	30	14	26	71	27	7					
2-M-3	95-10	79	<5	35	14	25	87	26	6					
2-M-3	95-10	100	<5	45	16	28	100	28	7	0.71			<0.01	0.003
2-M-3	96-1	83	<5	51	15	22	154	31	<2	0.63			<0.01	0.002
2-M-3	96-3	101	<5	95	18	28	166	33	5	0.680	<0.005	<0.05	<0.05	<0.010
2-M-3	96-7	89	<5	57	19	32	121	28	<2	0.76			0.01	0.008
2-M-3	96-10	113	<5	106	25	35	229	36	<2	0.76			0.02	0.007
2-M-3	97-1	87	<5	61	20	33	141	27	<2	0.69			0.01	0.002
2-M-3	97-5	97	<5	74	29	36	164	30	<2	0.74			<0.01	0.003
2-M-3	97-7	119	<5	103	31	44	210	35	<2	0.75			<0.01	0.003
2-M-3	97-10	95	<5	68	25	36	149	33	4	0.68			0.01	0.002
2-M-3	98-2	59	<5	21	13	23	43	16	<2	0.65			<0.01	0.002
2-M-3	98-6	13	<5	<5	5	8	5	5	<2	0.32			<0.01	<0.001
2-M-3	98-7	41	<5	5	16	28	9	15	<2					
2-M-3	98-8	21	<5	6	11	13	10	10	<2	0.66			0.01	0.004
2-M-3	98-9/10	44	<5	6	18	28	8	16	4	0.631	<0.005	<0.05	<0.05	<0.010
2-M-3	99-2	37	<5	11	16	21	18	13	<2	0.69			<0.01	<0.001
2-M-3	99-5	20	<5	<5	9	10	6	8	<2	0.68			<0.01	0.007
2-M-3	99-8	<5	<5	<5	<5	<5	<5	<5	<2	0.48			0.01	0.001
2-M-3	99-11	25	<5	8	11	11	12	10	<2	0.64			<0.01	0.003
2-M-3	00-2	30	<5	20	8	15	27	10	<2	0.64			<0.01	0.001
2-M-3	00-5	27	<5	37	11	15	83	12	<2	0.63			<0.01	0.001
2-M-3	00-8	31	<5	49	9	15	110	11	<2	0.59			<0.01	<0.001
2-M-3	00-10	33	<5	57	11	20	121	13	<2	0.63			<0.01	<0.001
2-M-3	01-3	30	<5	31	7	16	60	10	<2	0.77			0.02	0.009

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TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/l	1,2-Dichloro ethane µg/l	1,1-Dichloro ethene µg/l	Tetra-chloro ethene µg/l	Total 1,2-Dichloro ethene µg/l	1,1,1-Trichloro ethane µg/l	Trichloro ethene µg/l	Vinyl Chloride µg/l	Ba mg/l	Cd mg/l	Ni mg/l	Pb mg/l
2-M-3	01-6	28	<5	7	7	21	12	10	<2	0.72		<0.01	0.002
2-M-3	01-9	33	<5	8	8	26	9	11	<2	0.69		<0.01	0.002
2-M-3	01-11	35	<5	14	10	29	14	13	<2	0.69	<0.01	<0.01	0.001
2-M-3	02-1	34	<5	17	8	28	20	12	<2	0.71		<0.01	0.002
2-M-3	02-4	40	1	43	8		37	13	<1	0.68	<0.0025	<0.05	<0.005
2-M-4	85-9												
2-M-4	86-9						<200			0.9	<0.02		0.120
2-M-4	87-9	<5	<5	<5	<5	<5	<5	<5	<5	0.15	<0.005	<0.01	<0.05
2-M-4	87-12	<5	<5	<5	<5	<5	<5	<5	<5	0.26	<0.01	<0.01	<0.05
2-M-4	88-3	<5	<5	<5	<5	<5	<5	<5	<5	0.2	<0.002	<0.01	<0.01
2-M-4	88-6	<5	<5	<5	<5	<5	<5	<5	<5	0.17	0.010	<0.01	<0.01
2-M-4	88-9	<5	<5	<5	<5	<5	<5	<5	<5	0.48	<0.002		<0.01
2-M-4	88-10	<1	<1	<1	<1	<1	<1	<1	<1	0.2	<0.002	<0.01	<0.01
2-M-4	89-1	<5	<5	<5	<5	<5	<5	<5	<2				<0.01
2-M-4	89-4	<5	<5	<5	<5	<5	<5	<5	<2	0.3	0.007	<0.01	<0.01
2-M-4	89-6	<5	<5	<5	<5	<5	<5	<5	<2	0.35	0.006	0.01	<0.00
2-M-4	89-7	<5	<5	<5	<5	<5	<5	<5	<2	0.37	0.055	0.01	<0.01
2-M-4	89-11	<5	<5	<5	<5	<5	<5	<5	<2	0.12	<0.002	<0.01	<0.01
2-M-4	90-2	<5	<5	<5	<5	<5	<5	<5	<2	0.11		<0.01	0.01
2-M-4	90-9	<5	<5	<5	<5	<5	<5	<5	<2	0.08		<0.01	0.01
2-M-4	90-11	<5	<5	<5	<5	<5	<5	<5	<2	0.15		0.01	<0.01
2-M-4	91-2	<5	<5	<5	<5	<5	<5	<5	<2	0.26		<0.01	<0.01
2-M-4	91-4	<5	<5	<5	<5	<5	<5	<5	<2				
2-M-4	91-7	<5	<5	<5	<5	<5	<5	<5	<2	0.151		<0.01	<0.01
2-M-4	91-10	<5	<5	<5	<5	<5	<5	<5	<2	0.232		<0.01	<0.01
2-M-4	92-2	<5	<5	<5	<5	<5	<5	<5	<2	0.20		<0.01	0.002
2-M-4	92-4	<5	<5	<5	<5	<5	<5	<5	<2	0.29		<0.01	<0.002
2-M-4	92-7	<5	<5	<5	<5	<5	<5	<5	<2	0.19		<0.01	<0.002
2-M-4	92-10	<5	<5	<5	<5	<5	<5	<5	<2	0.23		<0.01	<0.001
2-M-4	93-1	<5	<5	<5	<5	<5	<5	<5	<2	0.25		<0.01	<0.001
2-M-4	93-5	<5	<5	<5	<5	<5	<5	<5	<2	0.288		<0.01	<0.001
2-M-4	93-7	<5	<5	<5	<5	<5	<5	<5	<2	0.24		<0.01	<0.001
2-M-4	93-10	<5	<5	<5	<5	<5	<5	<5	<2	0.237		<0.01	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	7	0.015
Field ID	Date Sampled YY-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethane µg/L	Tetra-chloro ethane µg/L	Total 1,2-Dichloro ethane µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethane µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
2-M-4	94-1	<5	<5	<5	<5	<5	<5	<5	<2	0.16			<0.01	<0.001
2-M-4	94-4	<5	<5	<5	<5	<5	<5	<5	<2	0.17			<0.01	<0.001
2-M-4	94-7	<5	<5	<5	<5	<5	<5	<5	<2	0.18			<0.01	<0.001
2-M87.1	87-9	<5	<5	<5	<5	<5	<5	<5	35	2.69	<0.005	0.36		<0.05
2-M87.1	87-12	21	<5	<5	37	<5	17	<5	64	2.82	<0.01	0.34		
2-M87.1	88-3	8	<5	<5	11	<5	<5	6	<5	2.73	<0.002	0.37		<0.01
2-M87.1	88-6	10	<5	<5	26	<5	<5	11	34	1.12	0.030	0.12		<0.01
2-M87.1	88-9	12	<5	<5	30	<5	<5	13	39	0.95	0.005	0.07		<0.01
2-M87.1	88-10	12	<1	2	29	1	4	11	82	0.61	0.007	0.09		<0.01
2-M87.1	88-11	9	<1	2	22	1	4	<1	40					
2-M87.1	88-12	13	<5	<5	30	<5	<5	13	39					
2-M87.1	89-1	13	<5	<5	36	<5	<5	13	41					
2-M87.1	89-2	11	<5	<5	29	<5	<5	10	20					
2-M87.1	89-4	17	<5	<5	32	<5	<5	15	35	1.4	0.063	0.10		<0.01
2-M87.1	89-7	20	<5	<5	34	<5	<5	16	32	1.42	0.028	0.11		0.01
2-M87.1	89-11	24	<5	<5	<5	<5	<5	<5	36	0.29	0.006	<0.01		<0.01
2-M87.1	90-2	21	<5	<5	38	<5	<5	17	30	0.28	0.005	<0.01		<0.01
2-M87.1	90-6	11	<5	<5	33	<5	<5	14	28	0.36	0.012	0.01		0.01
2-M87.1	90-9	27	<5	<5	49	<5	<5	19	15	0.26			0.01	0.01
2-M87.1	90-11	17	<5	<5	<5	<5	<5	15	19	0.25			<0.01	0.01
2-M87.1	91-2	20	<5	<5	45	<5	<5	20	12	0.28			0.03	<0.01
2-M87.1	91-4	14	<5	<5	30	<5	<5	12	17	0.51			<0.01	<0.01
2-M87.1	91-7	14	<5	<5	34	<5	<5	14	28	0.197			<0.01	<0.01
2-M87.1	91-10	14	<5	<5	29	<5	<5	12	38	0.276			0.03	<0.01
2-M87.1	92-2	26	<5	<5	48	<5	<5	22	46	0.35			0.02	0.006
2-M87.1	92-4	44	<5	<5	87	5	<5	38	27	0.28			<0.01	<0.002
2-M87.1	92-7	42	<5	<5	76	<5	<5	36	53	0.715			0.07	0.008
2-M87.1	92-10	44	<5	<5	82	<5	<5	34	77	0.41			0.04	0.005
2-M87.1	93-1	57	<5	<5	96	6	<5	42	72	0.454			0.03	<0.001
2-M87.1	93-5	46	<5	<5	82	<5	<5	36	40	0.434			0.03	0.020
2-M87.1	93-7	58	<5	<5	89	<5	<5	44	66	0.29			0.01	0.004
2-M87.1	93-10	68	<5	<5	99	7	<5	50	78	0.227			<0.01	<0.001
2-M87.1	94-1	108	<5	<5	132	8	<5	73	33	0.26			<0.01	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	€70±100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethane µg/L	Tetra- chloro- ethane µg/L	Total Dichloro- ethane µg/L	1,1,1- Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
2-M87.1	94-4	109	<5	<5	125	8	<5	72	87	0.26			<0.01	<0.001
2-M87.1	94-7	109	<5	<5	113	7	<5	70	70	0.31			0.05	0.001
2-M87.2	87-9	<5	<5	<5	<5	<5	<5	<5	<5	0.45	<0.005	0.02		<0.05
2-M87.2	87-12	<5	<5	5	<5	<5	86	<5	<5	0.54	<0.01	<0.01		<0.05
2-M87.2	88-3	20	<5	7	<5	<5	87	<5	<5	0.74	<0.002	0.01		<0.01
2-M87.2	88-6	46	<5	5	<5	5	73	5	6	0.71	0.003	<0.01		<0.01
2-M87.2	88-9	71	<5	<5	<5	8	67	8	6	0.95	<0.002	0.02		<0.01
2-M87.2	88-10	79	<1	5	6	9	60	10	2	0.74	<0.002	<0.01		<0.01
2-M87.2	88-11	72	<1	4	6	8	57	10	1					
2-M87.2	88-12	74	<5	<5	7	<5	54	10	2					
2-M87.2	89-1	62	<5	<5	6	7	46	9	<2		0.003			
2-M87.2	89-2	76	<5	<5	7	9	49	10	<2					
2-M87.2	89-4	88	<5	<5	6	10	42	10	2	0.91	0.006	0.03		<0.01
2-M87.2	89-7	76	<5	<5	6	11	37	9	<2	0.75	0.014	0.01		<0.01
2-M87.2	89-11	52	<5	<5	<5	8	31	7	<2	0.73	0.004	0.01		<0.01
2-M87.2	90-2	<5	<5	<5	<5	6	27	5	<2	0.59	0.003	<0.01		<0.01
2-M87.2	90-6	69	<5	<5	5	12	24	8	<10	0.6	<0.002	<0.01	<0.01	<0.01
2-M87.2	90-9	46	<5	<5	5	<5	40	<5	<2	0.49			<0.01	0.01
2-M87.2	90-11	<5	<5	<5	<5	<5	<5	<5	<2	0.51			<0.01	0.01
2-M87.2	91-2	42	<5	<5	<5	7	23	5	<2	0.54			<0.01	<0.01
2-M87.2	91-4	54	<5	<5	<5	10	21	5	<2	0.89			<0.01	<0.01
2-M87.2	91-7	60	<5	<5	<5	13	18	<5	<2	0.582			<0.01	<0.01
2-M87.2	91-10	35	<5	<5	<5	5	24	<5	<2	0.43			<0.01	<0.01
2-M87.2	92-2	94	<5	<5	5	22	14	8	<2	0.65			<0.01	<0.002
2-M87.2	92-4	74	<5	<5	<5	24	11	7	<2	0.64			<0.01	<0.002
2-M87.2	92-7	99	<5	<5	7	35	9	9	<2	0.752			<0.01	<0.002
2-M87.2	92-10	99	<5	<5	8	35	7	9	<2	0.752			<0.01	<0.001
2-M87.2	93-1	92	<5	<5	8	43	6	9	<2	0.834			0.01	<0.001
2-M87.2	93-5	59	<5	<5	6	31	<5	5	3	0.769			<0.01	<0.001
2-M87.2	93-7	61	<5	<5	7	32	<5	6	<2	0.74			<0.01	<0.001
2-M87.2	93-10	52	<5	<5	6	19	6	5	<2	0.668			<0.01	<0.001
2-M87.2	94-1	39	<5	<5	6	24	<5	<5	<2	0.68			<0.01	<0.001
2-M87.2	94-4	32	<5	<5	<5	23	<5	<5	<2	0.69			<0.01	<0.001

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This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c701100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethane µg/L	Tetra-chloro ethane µg/L	Total 1,2-Dichloro ethane µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethene µg/L	Vinyl Chloride µg/L	Ba mg/l	Cd mg/l	Cr mg/l	Ni mg/l	Pb mg/l
2-M87.2	94-7	22	<5	<5	<5	15	<5	<5	<2	0.65			<0.01	<0.001
2-M87.2	94-10/11	21	<5	<5	<5	13	<5	<5	<2	0.65			<0.01	<0.001
2-M87.2	95-1	20	<5	<5	<5	12	<5	<5	<2	0.58			<0.01	<0.001
2-M87.2	95-4	15	<5	<5	<5	10	<5	<5	<2	0.60			<0.01	<0.001
2-M87.2	95-7	11	<5	<5	<5	<5	5	<5	<2	0.56			<0.01	<0.001
2-M87.2	95-9	13	<5	<5	<5	<5	6	<5	<2				<0.01	<0.001
2-M87.2	95-10	9	<5	<5	<5	<5	8	<5	<2	0.58			<0.01	<0.001
2-M87.2	96-1	9	<5	<5	<5	<5	8	<5	<2	0.58			<0.01	<0.001
2-M87.2	96-3	10	<5	<5	<5	<5	6	<5	<2	0.520	<0.005	<0.05	<0.05	<0.010
2-M87.2	96-7	7	<5	<5	<5	<5	5	<5	<2	0.56			<0.01	<0.001
2-M87.2	96-10	6	<5	<5	<5	<5	7	<5	<2	0.55			<0.01	<0.001
2-M87.2	97-1	6	<5	<5	<5	<5	6	<5	<2	0.55			<0.01	<0.001
2-M87.2	97-5	6	<5	<5	<5	<5	<5	<5	<2	0.52			<0.01	<0.001
2-M87.2	97-7	7	<5	<5	<5	<5	<5	<5	<2	0.55			<0.01	<0.001
2-M87.2	97-10	<5	<5	<5	<5	<5	<5	<5	<2	0.50			<0.01	<0.001
2-M87.2	98-2	<5	<5	<5	<5	<5	<5	<5	<2	0.55			<0.01	0.002
2-M87.2	98-6	<5	<5	<5	<5	<5	<5	<5	<2	0.46			<0.01	<0.001
2-M87.2	98-8	<5	<5	<5	<5	<5	<5	<5	<2	0.43			<0.01	<0.001
2-M87.2	98-9/10	<5	<5	<5	<5	<5	<5	<5	<2	0.523	<0.005	<0.05	<0.05	<0.010
2-M87.2	99-2	<5	<5	<5	<5	<5	<5	<5	<2	0.50			<0.01	<0.001
2-M87.2	99-5	<5	<5	<5	<5	<5	<5	<5	<2	0.39			<0.01	<0.001
2-M87.2	99-8	<5	<5	<5	<5	<5	<5	<5	<2	0.46			<0.01	<0.001
2-M87.2	99-11	<5	<5	<5	<5	<5	5	<5	<2	0.49			<0.01	<0.001
2-M87.2	00-2	<5	<5	<5	<5	<5	<5	<5	<2	0.46			<0.01	<0.001
2-M87.2	00-5	<5	<5	<5	<5	<5	5	<5	<2	0.45			<0.01	<0.001
2-M87.2	00-8	<5	<5	<5	<5	<5	5	<5	<2	0.46			<0.01	<0.001
2-M87.2	00-10	<5	<5	<5	<5	<5	<5	<5	<2	0.47			<0.01	<0.001
2-M87.2	01-3	<5	<5	<5	<5	<5	<5	<5	<2	0.46			<0.01	<0.001
2-M87.2	01-6	<5	<5	<5	<5	<5	<5	<5	<2	0.44			<0.01	<0.001
2-M87.2	01-9	<5	<5	<5	<5	<5	<5	<5	<2	0.44			<0.01	<0.001
2-M87.2	01-11	<5	<5	<5	<5	<5	<5	<5	<2	0.42		<0.01	<0.01	<0.001
2-M87.2	02-1	<5	<5	<5	<5	<5	<5	<5	<2	0.42			<0.01	<0.001
2-M87.3	87-9	<5	<5	<5	<5	<5	<5	<5	<5	0.86	0.020	0.08		<0.05

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
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TABLE 2 (sort by ID/Date): Analytical Results for Identified Contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled YY-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethene µg/L	Tetra-chloro ethene µg/L	Total 1,2-Dichloro ethene µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
2-M87.3	87-12	<5	<5	<5	<5	<5	<5	<5	<5	0.33	<0.01	<0.01		<0.05
2-M87.3	88-3	<5	<5	<5	<5	<5	<5	<5	<5	0.3	0.007	<0.01		<0.01
2-M87.3	88-6	10	<5	<5	<5	<5	<5	<5	<5	0.46	0.020	<0.01		<0.01
2-M87.3	88-9	12	<5	<5	<5	<5	<5	<5	<5	0.47	0.011	0.01		<0.01
2-M87.3	88-10	11	<1	<1	1	<5	<1	<1	<1	0.39	<0.002	<0.01		<0.01
2-M87.3	88-11	12	<1	<1	2	<5	1	<1	<1					<0.01
2-M87.3	88-12	12	<5	<5	<5	<5	<5	<5	<5					
2-M87.3	89-1	13	<5	<5	<5	<5	<5	<5	<5					
2-M87.3	89-2	15	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
2-M87.3	89-4	20	<5	<5	<5	<5	<5	<5	<5	0.5	0.010	<0.01		<0.01
2-M87.3	89-7	19	<5	<5	<5	<5	<5	<5	<5	0.57	0.015	0.01		0.01
2-M87.3	89-11	19	<5	<5	<5	<5	<5	<5	<5	0.46	0.006	<0.01		<0.01
2-M87.3	90-2	22	<5	<5	<5	<5	<5	<5	<5	0.44	<0.002	<0.01		<0.01
2-M87.3	90-6	30	<5	<5	<5	<5	<5	<5	<5	0.49	0.007	<0.01	0.01	<0.01
2-M87.3	90-9	27	<5	<5	<5	<5	<5	<5	<5	0.36			<0.01	<0.01
2-M87.3	90-11	30	<5	<5	<5	<5	26	<5	<5	0.35			<0.01	<0.01
2-M87.3	91-2	29	<5	<5	<5	<5	<5	<5	<5	0.41			<0.01	<0.01
2-M87.3	91-4	36	<5	<5	<5	<5	<5	<5	<5	0.62			<0.01	<0.01
2-M87.3	91-7	21	<5	<5	<5	<5	<5	<5	<5	0.301			<0.01	<0.01
2-M87.3	91-10	19	<5	<5	<5	<5	<5	<5	<5	0.357			<0.01	<0.01
2-M87.3	92-2	25	<5	<5	<5	<5	<5	<5	<5	0.24			<0.01	0.030
2-M87.3	92-4	21	<5	<5	<5	<5	<5	<5	<5	0.16			<0.01	<0.002
2-M87.3	92-7	20	<5	<5	<5	<5	<5	<5	<5	0.234			<0.01	<0.002
2-M87.3	92-10	26	<5	<5	<5	<5	<5	<5	<5	0.287			0.02	<0.001
2-M87.3	93-1	25	<5	<5	<5	<5	<5	<5	<5	0.336			0.02	<0.001
2-M87.3	93-5	11	<5	<5	<5	<5	<5	<5	<5	0.246			0.02	<0.001
2-M87.3	93-7	5	<5	<5	<5	<5	<5	<5	<5	0.47			0.05	<0.001
2-M87.3	93-10	13	<5	<5	<5	<5	<5	<5	<5	0.595			0.04	<0.001
2-M87.3	93-10	14	<5	<5	<5	<5	<5	<5	<5					
2-M87.3	94-1	16	<5	<5	<5	<5	<5	<5	<5	0.85			0.06	0.002
2-M87.3	94-4	12	<5	<5	<5	<5	<5	<5	<5	0.81			0.04	<0.001
2-M87.3	94-7	20	<5	<5	<5	<5	<5	<5	<5	0.49			0.02	<0.001
2-M87.3	94-10/11		<5	<5	<5	11	<5	<5	<5	0.57			0.02	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70c100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled YY-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro- ethane µg/L	1,1-Dichloro- ethane µg/L	Tetra- chloro- ethane µg/L	Total Dichloro- ethane µg/L	1,1,1- Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
2-M87.3	95-1	20	<5	<5	<5	10	<5	<5	<2	0.55			0.03	0.001
2-M87.3	95-4	15	<5	<5	<5	10	<5	<5	<2	0.58			0.02	0.001
2-M87.3	95-7	14	<5	<5	<5	7	<5	<5	<2	0.41			0.03	0.003
2-M87.3	95-10	16	<5	<5	<5	8	<5	<5	<2	0.46			0.01	0.003
2-M87.3	96-1	17	<5	<5	<5	9	<5	<5	<2	0.52			0.02	<0.001
2-M87.3	96-3	21	<5	<5	<5	9	<5	<5	<2	0.470	<0.005	<0.05	<0.05	<0.010
2-M87.3	96-7	14	<5	<5	<5	6	<5	<5	<2	0.45			0.02	<0.001
2-M87.3	96-10	15	<5	<5	<5	9	<5	<5	<2	0.54			0.02	<0.001
2-M87.3	97-1	15	<5	<5	<5	9	<5	<5	<2	0.60			0.02	0.003
2-M87.3	97-5	15	<5	<5	<5	9	<5	<5	<2	0.53			0.02	<0.001
2-M87.3	97-7	17	<5	<5	<5	11	<5	<5	<2	0.60			0.02	0.001
2-M87.3	97-10	15	<5	<5	<5	10	<5	<5	<2	0.55			0.02	<0.001
2-M87.3	98-2	12	<5	<5	<5	7	<5	<5	<2	0.58			0.02	0.001
2-M87.3	98-6	<5	<5	<5	<5	<5	<5	<5	<2	0.10			<0.01	<0.001
2-M87.3	98-8	<5	<5	<5	<5	<5	<5	<5	<2	0.21			0.02	<0.001
2-M87.3	98-9/10	7	<5	<5	<5	<5	<5	<5	<2	0.215	<0.005	<0.05	<0.05	<0.010
2-M87.3	99-2	8	<5	<5	<5	<5	<5	<5	<2	0.27			0.02	<0.001
2-M87.3	99-5	8	<5	<5	<5	<5	<5	<5	<2	0.20			0.03	<0.001
2-M87.3	99-8	<5	<5	<5	<5	<5	<5	<5	<2	0.17			0.01	<0.001
2-M87.3	99-11	<5	<5	<5	<5	<5	<5	<5	<2	0.31			0.01	<0.001
2-M87.3	00-2	12	<5	<5	<5	<5	<5	<5	<2	0.35			0.01	<0.001
2-M87.3	00-5	11	<5	<5	<5	<5	<5	<5	<2	0.36			0.01	<0.001
2-M87.3	00-8	12	<5	<5	<5	<5	<5	<5	<2	0.37			0.02	<0.001
2-M87.3	00-10	13	<5	<5	<5	<5	<5	<5	<2	0.41			<0.01	<0.001
2-M87.3	01-3	7	<5	<5	<5	<5	<5	<5	<2	0.30			0.02	<0.001
2-M87.3	01-6	12	<5	<5	<5	<5	<5	<5	<2	0.41			0.01	<0.001
2-M87.3	01-9	13	<5	<5	<5	<5	<5	<5	<2	0.41			0.01	<0.001
2-M87.3	01-11	16	<5	<5	<5	5	<5	<5	2	0.49	<0.01	<0.01	<0.01	<0.001
2-M87.3	02-1	16	<5	<5	<5	<5	<5	<5	<2	0.45			<0.01	0.002
2-M94.4D	94-10/11	56	<5	<5	9	10	11	13	<10	0.53			0.08	0.021
2-M94.4D	95-1	60	<5	<5	9	10	9	12	<2	0.18			<0.001	<0.001
2-M94.4D	96-3	36	<5	<5	5	<5	<5	6	<2	0.140	<0.005	<0.05	<0.05	<0.010
2-M94.4D	98-9/10	17	<5	<5	<5	<5	<5	<5	<2	0.087	<0.005	<0.05	<0.05	<0.010

"<num" - not detected (detection limit or FQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.



TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/l	1,2-Dichloro ethane µg/l	1,1-Dichloro ethene µg/l	Tetra-chloro ethene µg/l	Total 1,2-Dichloro ethene µg/l	1,1,1-Trichloro ethane µg/l	Trichloro ethene µg/l	Vinyl Chloride µg/l	Ba mg/l	Cd mg/l	Cr mg/l	Ni mg/l	Pb mg/l
2-M94.4D	02-7	13	<1	<1	2		<1	2	<1	0.08	<0.0025	<0.05		
2-M94.4S	94-10/11	192	<5	<5	137	135	26	138	18	0.67			<0.05	<0.010
2-M94.4S	95-1	195	6	<5	140	132	20	125	25	0.47			<0.05	<0.001
2-M94.4S	96-3	155	7	6	114	132	17	109	23	0.530	<0.005	<0.05	<0.05	<0.010
2-M94.4S	98-9/10	63	<5	<5	33	53	<5	30	10	0.599	<0.005	<0.05	<0.05	<0.010
2-M94.4S	99-11	44	<5	<5	20	56	<5	23	<2	0.69		<0.05	0.01	<0.001
2-M94.4S	02-10		<1	<1	4	<30	<1	4	5					<0.001
2-M94.7D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<10	0.48			<0.05	<0.010
2-M94.7D	96-3	<5	<5	<5	<5	<5	<5	<5	<2	0.080	<0.005	<0.05	<0.05	<0.010
2-M94.7D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<2	0.058	<0.005	<0.05	<0.05	<0.010
2-M94.7D	02-7	<1	<1	<1	<1		<1	<1	<1	0.04	<0.0025	<0.05	<0.05	<0.005
2-M94.7S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<10	0.50			<0.05	<0.010
2-M94.7S	96-3	<5	<5	<5	<5	<5	<5	<5	<2	0.250	<0.005	<0.05	0.25	<0.010
2-M94.7S	98-9/10	<5	<5	<5	<5	<5	<5	<5	<2	0.319	<0.005	0.32	0.05	<0.010
2-M94.7S	02-7	<1	<1	<1	<1		<1	<1	<1					
2-M94.7S	02-9									0.167	<0.0005	<0.01	0.11	<0.001
2-Surf.W.	85-9													
2-Surf.W.	86-9									10.6		0.09		0.120
2-Surf.W.	87-9	<5			<5		<5	<5	<5	0.29		<0.01		<0.05
2-Surf.W.	87-12	11			<5	<5	<5	<5	<5	0.36		<0.01		<0.05
2-Surf.W.	88-3	7			<5	<5	<5	<5	<5	0.3		<0.01		<0.01
2-Surf.W.	88-6	<5			<5	<5	<5	<5	<5	0.37		<0.01		<0.01
2-Surf.W.	88-10	30			1	8	<1	4	6	0.69		0.01		<0.01
2-Surf.W.	89-1	6			<5	<5	<5	<5	<2	0.39		<0.01		<0.01
2-Surf.W.	89-4	<5			<5	<5	<5	<5	<2	0.31		<0.01		<0.01
2-Surf.W.	89-7	8			<5	5	<5	<5	<2	0.44		<0.01		<0.01
2-Surf.W.	89-7													
2-Surf.W.	89-11	49			<5	28	<5	7	12	0.5		<0.01		<0.01
2-Surf.W.	90-2	12			<5	8	<5	<5	<2	0.45		<0.01		0.01
2-Surf.W.	90-6	22			<5	30	<5	7	<2	0.32		<0.01		<0.01
2-Surf.W.	90-11	7			<5	<5	<5	<5	<2	0.46		<0.01		0.01
2-Surf.W.	91-2	<5	<5	<5	<5	<5	<5	<5	<2	0.19			0.01	<0.01

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern 09/18/2002 Douglas County (Nebraska) Closed State Street Landfill

Field ID	Date Sampled yy-mm	Action Level:										Ba mg/l	Cd mg/l	Cr mg/l	Ni mg/l	Pb mg/l
		811	5	7	5	c70t100	200	5	2	2	2					
		1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethene µg/L	Tetra-chloro ethene µg/L	Total 1,2-Dichloro ethene µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethene µg/L	Vinyl Chloride µg/L							
2-Surf.W.	91-4	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.75	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	91-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.524	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	91-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.349	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	92-2	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.42	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	92-4	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.35	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	92-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.399	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	92-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.324	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	93-1	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.32	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	93-5	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.276	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	93-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.16	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	93-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.195	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	94-4	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.28	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	94-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.27	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.30	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	95-4	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	95-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.21	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	95-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.25	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	96-1	7	<5	<5	<5	<5	<5	<5	<5	<5	0.29	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	96-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.23	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	96-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.21	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	97-5	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.27	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	97-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.29	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	97-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.28	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	98-2	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.26	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	98-6	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.26	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	98-8	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.20	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	99-2	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.20	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	99-5	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.19	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	99-8	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.27	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	99-8	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.27	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	00-2	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	00-5	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.22	<0.005	<0.01	<0.01	<0.01	<0.01
2-Surf.W.	00-8	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.21	<0.005	<0.01	<0.01	<0.01	<0.01

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70(100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro- ethane µg/L	1,1-Dichloro- ethane µg/L	Tetra- chloro- ethane µg/L	Total 1,2-Dichloro- ethane µg/L	1,1,1-Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
2-Surf.W.	00-10	<5	<5	<5	<5	<5	<5	<5	<5	0.22			<0.01	<0.001
2-Surf.W.	01-3	<5	<5	<5	<5	<5	<5	<5	<5	0.24			<0.01	<0.001
2-Surf.W.	01-6	<5	<5	<5	<5	<5	<5	<5	<5	0.20			<0.01	<0.001
2-Surf.W.	01-9	<5	<5	<5	<5	<5	<5	<5	<5	0.20			<0.01	<0.001
2-Surf.W.	01-11	<5	<5	<5	<5	<5	<5	<5	<5	0.21		<0.01	<0.01	<0.001
2-Surf.W.	02-1	<5	<5	<5	<5	<5	<5	<5	<5	0.23			<0.01	<0.001
3-M90.1D	90-10	<5	<5	<5	<5	<5	<5	<5	<10				<0.01	0.002
3-M90.1D	90-11	<5	<5	<5	<5	<5	<5	<5	<5	0.08			<0.01	0.01
3-M90.1D	91-2	<5	<5	<5	<5	<5	<5	<5	<5	0.08			<0.01	<0.01
3-M90.1D	91-4	<5	<5	<5	<5	<5	<5	<5	<5	0.11			<0.01	<0.01
3-M90.1D	91-7	<5	<5	<5	<5	<5	<5	<5	<5	0.038			<0.01	<0.01
3-M90.1D	91-8	<5	<5	<5	<5	<5	<5	<5	<5				<0.01	<0.01
3-M90.1D	91-10	<5	<5	<5	<5	<5	<5	<5	<5	0.111			0.02	<0.01
3-M90.1D	92-2	<5	<5	<5	<5	<5	<5	<5	<5	0.07			0.02	<0.002
3-M90.1D	92-4	<5	<5	<5	<5	<5	<5	<5	<5	0.05			0.06	<0.002
3-M90.1D	92-7	<5	<5	<5	<5	<5	<5	<5	<5	0.055			0.09	<0.002
3-M90.1D	92-10	<5	<5	<5	<5	<5	<5	<5	<5	0.06			0.06	<0.001
3-M90.1D	93-1	<5	<5	<5	<5	<5	<5	<5	<5	0.047			0.08	<0.001
3-M90.1D	93-5	<5	<5	<5	<5	<5	<5	<5	<5	0.052			0.05	<0.001
3-M90.1D	93-7	<5	<5	<5	<5	<5	<5	<5	<5	0.04			0.03	<0.001
3-M90.1D	93-10	<5	<5	<5	<5	<5	<5	<5	<5	0.041			0.04	<0.001
3-M90.1D	94-1	<5	<5	<5	<5	<5	<5	<5	<5	0.05			0.02	<0.001
3-M90.1D	94-4	<5	<5	<5	<5	<5	<5	<5	<5	0.04			0.01	<0.001
3-M90.1D	94-7	<5	<5	<5	<5	<5	<5	<5	<5	0.03			<0.01	<0.001
3-M90.1D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.03			0.02	<0.001
3-M90.1D	95-1	<5	<5	<5	<5	<5	<5	<5	<5	0.03			0.02	<0.001
3-M90.1D	95-4	<5	<5	<5	<5	<5	<5	<5	<5	0.03			0.01	<0.001
3-M90.1D	95-7	<5	<5	<5	<5	<5	<5	<5	<5	0.03			0.03	<0.001
3-M90.1D	95-10	<5	<5	<5	<5	<5	<5	<5	<5	0.03			<0.01	<0.001
3-M90.1D	95-10	8	<5	<5	<5	<5	<5	<5	<5	0.03			0.03	<0.001
3-M90.1D	95-12	<5	<5	<5	<5	<5	<5	<5	<5	0.04			0.01	<0.001
3-M90.1D	96-1	<5	<5	<5	<5	<5	<5	<5	<5	0.030	<0.005	<0.05	0.01	<0.001
3-M90.1D	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.030	<0.005	<0.05	<0.05	<0.010

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/l	1,2-Dichloro ethane µg/l	1,1-Dichloro ethene µg/l	Tetra-chloro ethene µg/l	Total 1,2-Dichloro ethene µg/l	1,1,1-Trichloro ethane µg/l	Trichloro ethene µg/l	Vinyl Chloride µg/l	Ba mg/l	Cd mg/l	Cr mg/l	Ni mg/l	Pb mg/l
0 - 1 = upgradient														
2 - = compliance														
3 - = downgradient														
4 - = domestic														
shaded = abandoned														
3-M90.1D	96-7	<5	<5	<5	<5	<5	<5	<5	<2	0.03			<0.01	<0.001
3-M90.1D	96-10	<5	<5	<5	<5	<5	<5	<5	<2	0.03			0.02	<0.001
3-M90.1D	97-1	<5	<5	<5	<5	<5	<5	<5	<2	0.03			0.01	<0.001
3-M90.1D	97-5	<5	<5	<5	<5	<5	<5	<5	<2	0.03			0.03	<0.001
3-M90.1D	97-7	<5	<5	<5	<5	<5	<5	<5	<2	0.04			0.02	<0.001
3-M90.1D	97-10	<5	<5	<5	<5	<5	<5	<5	<2	0.03			0.02	<0.001
3-M90.1D	98-2	<5	<5	<5	<5	<5	<5	<5	<2	0.08			0.01	<0.001
3-M90.1D	98-6	<5	<5	<5	<5	<5	<5	<5	<2	0.08			<0.01	0.001
3-M90.1D	98-8	<5	<5	<5	<5	<5	<5	<5	<2	0.07			0.01	<0.001
3-M90.1D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<2	0.051	<0.005	<0.05	<0.05	<0.010
3-M90.1D	99-2	<5	<5	<5	<5	<5	<5	<5	<2	0.05			0.01	<0.001
3-M90.1D	99-5	<5	<5	<5	<5	<5	<5	<5	<2	0.04			0.02	<0.001
3-M90.1D	99-8	<5	<5	<5	<5	<5	<5	<5	<2	0.10			0.01	<0.001
3-M90.1D	99-11	<5	<5	<5	<5	<5	<5	<5	<2	0.15			0.02	<0.001
3-M90.1D	00-2	<5	<5	<5	<5	<5	<5	<5	<2	0.11			0.04	<0.001
3-M90.1D	00-5	<5	<5	<5	<5	<5	<5	<5	<2	0.09			0.02	<0.001
3-M90.1D	00-8	<5	<5	<5	<5	<5	<5	<5	<2	0.12			0.01	<0.001
3-M90.1D	00-10	<5	<5	<5	<5	<5	<5	<5	<2	0.11			<0.01	<0.001
3-M90.1D	01-3	<5	<5	<5	<5	<5	<5	<5	<2	0.11			0.02	<0.001
3-M90.1D	01-6	<5	<5	<5	<5	<5	<5	<5	<2	0.11			0.01	<0.001
3-M90.1D	01-9	<5	<5	<5	<5	<5	<5	<5	<2	0.08			0.01	0.001
3-M90.1D	01-11	<5	<5	<5	<5	<5	<5	<5	<2	0.07		<0.01	<0.01	<0.001
3-M90.1D	02-1	<5	<5	<5	<5	<5	<5	<5	<2	0.07			0.01	<0.001
3-M90.1S	90-10	<5	<5	<5	<5	<5	<5	<5	<10	0.22	0.002	<0.01	<0.01	<0.05
3-M90.1S	90-11	<5	<5	<5	<5	<5	<5	<5	<2	0.19			0.08	0.01
3-M90.1S	91-2	<5	<5	<5	<5	<5	<5	<5	<2	0.29			0.25	<0.01
3-M90.1S	91-4	<5	<5	<5	<5	<5	<5	<5	<2	0.84			0.38	0.01
3-M90.1S	91-7	<5	<5	<5	<5	<5	<5	<5	<2	0.316			0.95	<0.01
3-M90.1S	91-10	<5	<5	<5	<5	<5	<5	<5	<2	0.336			9.62	<0.01
3-M90.1S	92-2	<5	<5	<5	<5	<5	<5	<5	<2	0.33			1.12	0.030
3-M90.1S	92-4	<5	<5	<5	<5	<5	<5	<5	<2	0.32			0.49	0.003
3-M90.1S	92-7	<5	<5	<5	<5	<5	<5	<5	<2	0.43			0.35	<0.002
3-M90.1S	92-10	<5	<5	<5	<5	<5	<5	<5	<2	0.38			0.52	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (Sort by ID Date): Analytical Results for Identified Contaminants of concern, 09/86-9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	Ba . mg/l .	Cd . mg/l .	Cr . mg/l .	Ni . mg/l .	Pb . mg/l .
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro- ethane µg/L	1,1-Dichloro- ethane µg/L	Tetra- chloro- ethane µg/L	Total 1,2-Dichloro- ethane µg/L	1,1,1-Trichloro- ethane µg/L	Trichloro- ethane µg/L	Vinyl Chloride µg/L						
3-M90.1S	93-1	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.363			0.69	<0.001
3-M90.1S	93-5	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.315			0.67	<0.001
3-M90.1S	93-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.20			0.38	<0.001
3-M90.1S	93-10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.167			0.12	<0.001
3-M90.1S	94-1	<5	<5	<5	<5	<5	<5	<5	<5	<5					
3-M90.1S	94-4	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.17			0.16	<0.001
3-M90.1S	94-7	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.17			0.22	<0.001
3-M90.1S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.14			0.09	<0.001
3-M90.1S	95-1	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.15			0.13	<0.001
3-M90.1S	95-4	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.14			0.17	<0.001
3-M90.1S	95-7	7	<5	<5	<5	<5	<5	<5	<5	<5	0.15			0.30	<0.001
3-M90.1S	95-9	5	<5	<5	<5	<5	<5	<5	<5	<5	0.12			0.16	<0.001
3-M90.1S	95-10	<5	<5	<5	<5	<5	<5	<5	<5	<5					
3-M90.1S	95-12	10	<5	<5	<5	<5	<5	<5	<5	<5	0.15			0.23	<0.001
3-M90.1S	96-1	7	<5	<5	<5	<5	<5	<5	<5	<5	0.13			0.14	<0.001
3-M90.1S	96-3	8	<5	<5	<5	<5	<5	<5	<5	<5	0.120	<0.005	<0.05	0.35	<0.010
3-M90.1S	96-7	9	<5	<5	<5	<5	<5	<5	<5	<5	0.15			0.63	<0.001
3-M90.1S	96-10	8	<5	<5	<5	<5	<5	<5	<5	<5	0.18			1.05	<0.001
3-M90.1S	97-1	7	<5	<5	<5	<5	<5	<5	<5	<5	0.20			0.57	0.009
3-M90.1S	97-5	8	<5	<5	<5	<5	<5	<5	<5	<5	0.18			0.89	<0.001
3-M90.1S	97-7	9	<5	<5	<5	<5	<5	<5	<5	<5	0.20			0.80	<0.001
3-M90.1S	97-10	8	<5	<5	<5	<5	<5	<5	<5	<5	0.21			0.47	<0.001
3-M90.1S	98-2	12	<5	<5	<5	<5	<5	<5	<5	<5	0.19			0.38	<0.001
3-M90.1S	98-6	8	<5	<5	<5	<5	<5	<5	<5	<5	0.11			0.08	<0.001
3-M90.1S	98-8	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.10			0.07	<0.001
3-M90.1S	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.098	<0.005	<0.05	0.05	<0.010
3-M90.1S	99-2	<5	<5	<5	<5	<5	<5	<5	<5	<5	0.12			0.08	<0.001
3-M90.1S	99-5	5	<5	<5	<5	<5	<5	<5	<5	<5	0.10			0.17	<0.001
3-M90.1S	99-8	6	<5	<5	<5	<5	<5	<5	<5	<5	0.09			0.05	<0.001
3-M90.1S	99-11	8	<5	<5	<5	<5	<5	<5	<5	<5	0.11			0.08	<0.003
3-M90.1S	00-2	9	<5	<5	<5	<5	<5	<5	<5	<5	0.14			0.14	<0.001
3-M90.1S	00-5	5	<5	<5	<5	<5	<5	<5	<5	<5	0.18			0.19	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled YY-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro- ethane µg/L	1,1-Dichloro- ethene µg/L	Tetra- chloro- ethene µg/L	Total 1,2-Dichloro- ethene µg/L	1,1,1-Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
3-M90.1S	00-8	<5	<5	<5	<5	<5	<5	<5	<2	0.26			0.76	<0.001
3-M90.1S	00-10	<5	<5	<5	<5	<5	<5	<5	<2	0.30			0.98	<0.001
3-M90.1S	01-3	<5	<5	<5	<5	<5	<5	<5	<2	0.43			1.11	<0.001
3-M90.1S	01-6	<5	<5	<5	<5	<5	<5	<5	<2	0.19			0.18	<0.001
3-M90.1S	01-9	<5	<5	<5	<5	<5	<5	<5	<2	0.20			0.25	<0.001
3-M90.1S	01-11	<5	<5	<5	<5	<5	<5	<5	<2	0.16		<0.01	0.23	<0.001
3-M90.1S	02-1	<5	<5	<5	<5	<5	<5	<5	<2	0.17			0.15	0.003
3-M90.2D	90-10	<5	<5	<5	<5	<5	<5	<5	<10	0.29	<0.002	<0.01	<0.01	<0.05
3-M90.2D	90-11	<5	<5	<5	<5	<5	<5	<5	<2	0.23			<0.01	<0.01
3-M90.2D	91-2	<5	<5	<5	<5	<5	<5	<5	<2	0.27			<0.01	<0.01
3-M90.2D	91-4	<5	<5	<5	<5	<5	<5	<5	<2	0.568			<0.01	0.01
3-M90.2D	91-7	<5	<5	<5	<5	<5	<5	<5	<2	0.262			<0.01	<0.01
3-M90.2D	91-8	<5	<5	<5	<5	<5	<5	<5	<2				<0.01	<0.01
3-M90.2D	91-10	<5	<5	<5	<5	<5	<5	<5	<2	0.299			<0.01	<0.01
3-M90.2D	92-2	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.002
3-M90.2D	92-4	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.002
3-M90.2D	92-7	<5	<5	<5	<5	<5	<5	<5	<2	0.312			<0.01	<0.002
3-M90.2D	92-10	<5	<5	<5	<5	<5	<5	<5	<2	0.3			<0.01	<0.001
3-M90.2D	93-1	<5	<5	<5	<5	<5	<5	<5	<2	0.305			<0.01	<0.001
3-M90.2D	93-5	<5	<5	<5	<5	<5	<5	<5	<2	0.314			<0.01	<0.001
3-M90.2D	93-7	<5	<5	<5	<5	<5	<5	<5	<2	0.27			<0.01	<0.001
3-M90.2D	93-10	<5	<5	<5	<5	<5	<5	<5	<2	0.29			<0.01	<0.001
3-M90.2D	94-1	<5	<5	<5	<5	<5	<5	<5	<2	0.28			<0.01	<0.001
3-M90.2D	94-4	<5	<5	<5	<5	<5	<5	<5	<2	0.29			<0.01	<0.001
3-M90.2D	94-7	<5	<5	<5	<5	<5	<5	<5	<2	0.32			<0.01	0.026
3-M90.2D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.001
3-M90.2D	95-1	<5	<5	<5	<5	<5	<5	<5	<2	0.26			<0.01	<0.001
3-M90.2D	95-4	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.001
3-M90.2D	95-7	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.001
3-M90.2D	95-9	<5	<5	<5	<5	<5	<5	<5	<2	0.33			<0.01	<0.001
3-M90.2D	95-10	<5	<5	<5	<5	<5	<5	<5	<2	0.290	<0.005	<0.05	<0.05	<0.010
3-M90.2D	96-3	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.001
3-M90.2D	96-7	<5	<5	<5	<5	<5	<5	<5	<2	0.31			<0.01	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.

This table compiled by NDEQ and based upon data submitted by DCN.



TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethene µg/L	Tetra- chloro- ethene µg/L	Total Dichloro- ethene µg/L	1,1,1- Trichloro- ethane µg/L	Trichloro- ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
3-M90.2S	93-1	<5	<5	<5	<5	<5	<5	<5	<2	0.188			0.01	<0.001
3-M90.2S	93-5	<5	<5	<5	<5	<5	<5	<5	<2	0.183			<0.01	<0.001
3-M90.2S	93-7	<5	<5	<5	<5	<5	<5	<5	<2	0.18			<0.01	<0.001
3-M90.2S	93-10	<5	<5	<5	<5	<5	<5	<5	<2	0.198			<0.01	<0.001
3-M90.2S	94-1	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.02	<0.001
3-M90.2S	94-4	<5	<5	<5	<5	<5	<5	<5	<2	0.23			0.11	<0.001
3-M90.2S	94-7	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.02	0.045
3-M90.2S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<2	0.24			0.09	<0.001
3-M90.2S	95-1	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.18	<0.001
3-M90.2S	95-4	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.20	<0.001
3-M90.2S	95-7	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.12	0.001
3-M90.2S	95-9	<5	<5	<5	<5	<5	<5	<5	<2					
3-M90.2S	95-10	<5	<5	<5	<5	<5	<5	<5	<2	0.23			0.03	<0.001
3-M90.2S	96-1	<5	<5	<5	<5	<5	<5	<5	<2	0.25			0.34	<0.001
3-M90.2S	96-3	<5	<5	<5	<5	<5	<5	<5	<2	0.240	<0.005	<0.05	0.32	<0.010
3-M90.2S	96-7	<5	<5	<5	<5	<5	<5	<5	<2	0.21			0.10	<0.001
3-M90.2S	96-10	<5	<5	<5	<5	<5	<5	<5	<2	0.20			0.06	<0.001
3-M90.2S	97-1	<5	<5	<5	<5	<5	<5	<5	<2	0.22			0.11	0.007
3-M90.2S	97-5	<5	<5	<5	<5	<5	<5	<5	<2	0.15			0.13	<0.001
3-M90.2S	97-10	<5	<5	<5	<5	<5	<5	<5	<2	0.16			0.04	<0.001
3-M90.2S	98-2	<5	<5	<5	<5	<5	<5	<5	<2	0.17			0.05	0.003
3-M90.2S	98-6	<5	<5	<5	<5	<5	<5	<5	<2	0.15			0.01	<0.001
3-M90.2S	98-7	<5	<5	<5	<5	<5	<5	<5	<2					
3-M90.2S	98-8	<5	<5	<5	<5	<5	<5	<5	<2	0.18			0.06	<0.001
3-M90.2S	98-9/10	<5	<5	<5	<5	<5	<5	<5	<2	0.206	<0.005	<0.05	<0.05	<0.010
3-M90.2S	99-2	<5	<5	<5	<5	<5	<5	<5	<2	0.23			0.09	<0.001
3-M90.2S	99-5	<5	<5	<5	<5	<5	<5	<5	<2	0.17			0.04	<0.001
3-M90.2S	99-8	<5	<5	<5	<5	<5	<5	<5	<2	0.23			0.05	<0.001
3-M90.2S	99-11	<5	<5	<5	<5	<5	<5	<5	<2	0.23			0.04	<0.001
3-M90.2S	00-2	<5	<5	<5	<5	<5	<5	<5	<2	0.24			0.48	<0.001
3-M90.2S	00-5	<5	<5	<5	<5	<5	<5	<5	<2	0.25			0.21	<0.001
3-M90.2S	00-8	<5	<5	<5	<5	<5	<5	<5	<2	0.20			0.09	<0.001
3-M90.2S	00-10	<5	<5	<5	<5	<5	<5	<5	<2	0.21			0.04	<0.001

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.



TABLE 2 (sort by ID/Date): Analytical Results for Identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethene µg/L	Tetra-chloro ethene µg/L	Total Dichloro ethene µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
3-M90.2S	01-3	<5	<5	<5	<5	<5	<5	<5	<5	0.20			1.60	<0.001
3-M90.2S	01-6	<5	<5	<5	<5	<5	<5	<5	<5	0.17			0.09	<0.001
3-M90.2S	01-9	<5	<5	<5	<5	<5	<5	<5	<5	0.20			0.06	0.001
3-M90.2S	01-11	<5	<5	<5	<5	<5	<5	<5	<5	0.21		<0.01	0.06	<0.001
3-M90.2S	02-1	<5	<5	<5	<5	<5	<5	<5	<5	0.22			0.18	<0.001
3-M90.2S	02-4	<5	<5	<5	1	<5	<5	<5	<5	0.21	<0.0025	<0.05	0.24	<0.005
3-M94.3D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.30			<0.05	<0.010
3-M94.3D	95-1	<5	<5	<5	<5	<5	<5	<5	<5	0.12			<0.05	<0.001
3-M94.3D	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.120	<0.005	<0.05	<0.05	<0.010
3-M94.3D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.139	<0.005	<0.05	<0.05	<0.010
3-M94.3D	02-7	<5	<5	<5	<5	<5	<5	<5	<5	0.14	<0.0025	<0.05	<0.05	<0.005
3-M94.3S	94-10/11	<5	<5	34	<5	<5	76	<5	<5	1.490			0.08	0.031
3-M94.3S	95-1	<5	<5	36	<5	<5	80	<5	<5	0.26			<0.05	0.003
3-M94.3S	96-3	<5	<5	51	<5	<5	79	<5	<5	0.230	<0.005	<0.05	<0.05	<0.010
3-M94.3S	98-9/10	5	<5	40	<5	<5	58	<5	<5	0.187	<0.005	<0.05	<0.05	<0.010
3-M94.3S	99-11	<5	<5	29	<5	<5	48	<5	<5	0.17			<0.01	0.001
3-M94.3S	02-10	<5	<5	24	<5	<5	29	<5	<5					0.002
3-M94.5D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.04			<0.05	<0.010
3-M94.5D	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.040	<0.005	<0.05	<0.05	<0.010
3-M94.5D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.040	<0.005	<0.05	<0.05	<0.010
3-M94.5D	02-7	1	<5	1	<5	<5	4	<5	<5	0.06	<0.0025	<0.05	<0.05	<0.005
3-M94.5S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.41			<0.05	<0.010
3-M94.5S	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.300	<0.005	<0.05	0.18	<0.010
3-M94.5S	98-9/10	<5	<5	<5	<5	<5	5	<5	<5	0.325	<0.005	<0.05	0.12	<0.010
3-M94.5S	99-11	<5	<5	<5	<5	<5	<5	<5	<5	0.41			0.06	<0.001
3-M94.5S	02-10	<5	<5	<5	<5	<5	<5	<5	<5				<0.001	<0.001
3-M94.6D	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.27			<0.05	<0.010
3-M94.6D	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.540	<0.005	<0.05	<0.05	<0.010
3-M94.6D	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.522	<0.005	<0.05	<0.05	<0.010
3-M94.6S	94-10/11	<5	<5	<5	<5	<5	<5	<5	<5	0.190			<0.05	<0.010
3-M94.6S	96-3	<5	<5	<5	<5	<5	<5	<5	<5	0.260	<0.005	<0.05	<0.05	<0.010
3-M94.6S	98-9/10	<5	<5	<5	<5	<5	<5	<5	<5	0.321	<0.005	<0.05	<0.05	<0.010

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TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c70t100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-m	1,1-Dichloro ethane µg/L	1,2-Dichloro ethane µg/L	1,1-Dichloro ethene µg/L	Tetra-chloro ethene µg/L	Total 1,2-Dichloro ethene µg/L	1,1,1-Trichloro ethane µg/L	Trichloro ethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
3-M98.1D	02-7	<1	<1	<1	<1	<1	<1	<1	<1	0.20	<0.0025	<0.05	<0.05	<0.005
3-M98.1S	99-11	<1	<1	<1	<1	<1	<1	<1	<1	0.62	<0.0025	<0.05	0.01	0.013
3-M98.1S	02-4	<1	<1	<1	<1	<1	<1	<1	<1	<0.025	<0.0025	<0.05	<0.05	<0.005
3-M98.2D	98-9/10	<1	<1	<1	<1	<1	<1	<1	<1	0.286	<0.005	<0.05	<0.05	<0.010
3-M98.2D	02-7	<1	<1	<1	<1	<1	<1	<1	<1	0.17	<0.0025	<0.05	<0.05	<0.005
3-M98.2S	98-9/10	<1	<1	<1	<1	<1	<1	<1	<1	0.170	<0.005	<0.05	<0.05	<0.010
3-M98.2S	02-4	<1	<1	<1	<1	<1	<1	<1	<1	0.22	<0.0025	<0.05	<0.05	<0.005
3-M98.3S	98-9/10	<1	<1	<1	<1	<1	<1	<1	<1	0.344	<0.005	<0.05	<0.05	<0.010
3-M98.3S	02-4	<1	<1	<1	<1	<1	<1	<1	<1	0.26	<0.0025	<0.05	<0.05	<0.005
3-PW1	96-3	13	<1	182	<1	<1	292	<1	<1	0.290	<0.005	<0.05	<0.05	<0.010
3-PW1	98-9/10	45	<1	75	10	15	120	15	15	0.436	<0.005	<0.05	<0.05	<0.010
3-PW1	99-11	35	<1	93	11	11	166	12	12	0.44	<0.005	<0.05	<0.05	<0.010
3-PW1	02-10	35	<1	38	8	15	48	10	10				<0.01	<0.001
4-138&State	95-10	<1	<1	<1	<1	<1	<1	<1	<1					<0.001
4-138&State	96-4	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	97-1	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	97-5	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	97-7	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	97-10	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	98-2	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	98-6	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	98-7	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	98-8	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	99-5	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	99-8	<1	<1	<1	<1	<1	<1	<1	<1					
4-138&State	99-11	<1	<1	<1	<1	<1	<1	<1	<1					
4-Barber	95-10	<1	<1	<1	<1	<1	<1	<1	<1					
4-Dlisky/Swift	95-10	<1	<1	<1	<1	<1	<1	<1	<1					
4-Perchal	95-10	<1	<1	<1	<1	<1	<1	<1	<1					
4-Perchal	96-4	<1	<1	<1	<1	<1	<1	<1	<1					
4-Perchal	97-1	<1	<1	<1	<1	<1	<1	<1	<1					

"<num" - not detected (detection limit or PQL shown). Blanks indicate no analyses or no results.  
This table compiled by NDEQ and based upon data submitted by DCN.

TABLE 2 (sort by ID/Date): Analytical Results for identified contaminants of concern, 09/86 - 9/02  
Douglas County (Nebraska) Closed State Street Landfill

Action Level:		811	5	7	5	c701100	200	5	2	2	0.005	0.1	?	0.015
Field ID	Date Sampled yy-mm	1,1,2-trichloroethane µg/L	1,2-Dichloroethane µg/L	1,1-Dichloroethene µg/L	Tetra-chloroethene µg/L	Total 1,2-Dichloroethene µg/L	1,1,1-Trichloroethane µg/L	Trichloroethene µg/L	Vinyl Chloride µg/L	Ba mg/L	Cd mg/L	Cr mg/L	Ni mg/L	Pb mg/L
4-Perchal	97-5	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	97-7	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	97-10	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	98-2	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	98-6	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	98-8	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	99-2	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	99-5	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	99-8	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	99-11	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	00-2	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	00-5	<5	<5	<5	<5	<5	<5	<5	<5					
4-Perchal	00-8	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Perchal	00-10	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Perchal	01-3	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Perchal	01-6	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Perchal	01-9	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Perchal	01-11	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Perchal	02-1	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Perchal	02-4	<1	<1	<1	<1	<1	<1	<1	<1	0.26	<0.0025	<0.05	<0.05	<0.005
4-Rix	00-2	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Rix	00-5	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Rix	00-8	<5	<5	<5	<5	<5	<5	<5	<5		0.003	<0.01		
4-Rix	00-10	<5	<5	<5	<5	<5	<5	<5	<5		<0.002	<0.01		
4-Rix	01-3	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Rix	01-6	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Rix	01-9	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Rix	01-11	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Rix	02-1	<5	<5	<5	<5	<5	<5	<5	<5		<1	<10		
4-Rix	02-4	<1	<1	<1	<1	<1	<1	<1	<1	<0.025	<0.0025	<0.05	<0.05	<0.005

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This table compiled by NDEQ and based upon data submitted by DCN.



January 9, 2006

Mr. Steven Oltmans  
General Manager  
Papio-Missouri River Natural Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138

Re: Proposed Wetland Bank at 132<sup>nd</sup> and State Streets

Dear Mr. Oltmans:

In accordance with your request, Jacobson Helgoth Consultants, Inc. (JHC) has evaluated the property located near 132<sup>nd</sup> and State Street, Douglas County, Nebraska, to determine the feasibility of developing a wetlands bank. The site is approximately 62 acres and is located in the floodplain/floodway of the Big Papillion Creek. The proposed wetland bank would be incorporated into the existing Papio-Missouri River Natural Resources District wetland mitigation bank instrument.

The current land use of the site is agriculture. The surrounding area is a mix of agriculture, residential and recreation land. The contributing watershed to the potential wetland site is approximately 578 acres, with a majority draining through an unnamed tributary of the Big Papillion Creek located on the north end of the site. The site is generally flat with very little relief. Soils on the site consist primarily of Kennebec silt loam and a small area of Wabash silty clay. A sanitary interceptor sewer traverses the site generally parallel to the Big Papillion Creek.

After visiting the site and evaluating existing information, JHC concludes that it is feasible to develop wetlands and waterways on the site. There is an adequate supply of surface water available from the unnamed tributary that could be diverted across the entire site. Soils on site are suitable for holding water and are hydric when ponded. In addition, a portion of the site containing Wabash silty clay soils may have historically been a wetland that has been modified and, thus, has good potential for being restored.

Development of wetlands in the interceptor sewer easement may not be feasible depending on easement restrictions. However, avoiding this easement would not preclude the development of wetlands on the rest of the site.

Mr. Steven Oltmans  
January 9, 2006  
Page Two

In summary, it is our professional opinion that development of wetlands and waterways on this site is technically feasible. Please contact us if you require additional information.

Sincerely,

JACOBSON HELGOTH CONSULTANTS, INC.

A handwritten signature in black ink that reads "C. Dale Jacobson". The signature is written in a cursive style with a large, looped "J" at the end.

C. Dale Jacobson, P.E., DEE

CDJ/ner





United States Department of Agriculture

T-16-N R-11-E  
Section 25

Farm Service Agency

**Douglas County**

November 30, 2005

2003 Digital Orthophotography - Not to Scale





**Ledger**

- Notes:
  - The entity that incurred the debit
    - The ratio of credits to debits (for example, 1 acre of created wetland for every acre of wetlands lost)
  - PEMC = palustrine emergent seasonally flooded
  - PEMNA = palustrine emergent temporarily flooded
  - PUBFX = palustrine unconsolidated bottom semipermanently flooded, excavated,
  - PSSA = palustrine scrub-shrub temporarily flooded





**Legend**

- Potential Wetland Credits 2005 - 5.35 ac
- Existing Wetlands
- Property Line

**HDR**

ONE COMPANY | Many Solutions™



Source: Papio NRD, 2002; HDR Engineering, Inc., 2005; Date of Aerial Photography: 2004



**2005 Credit Production Summary**

Date	Sept 2005
Figure	4

Rumsey Station Wetland Mitigation Bank Site



# Memorandum

To: Papio-Missouri River NRD Board of Directors

Subject: MoPac Trail (Highway 50 to Lied Bridge) – NDOR Supplemental Agreement

Date: January 30, 2006

From: Gerry Bowen

On March 10, 2005, the District approved an agreement with the Nebraska Department of Roads for funding of the Mopac Trail (Highway 50 to Lied Bridge), formerly called the “Platte River Trail”. The change reflected an agreement with the Lower Platte South NRD to refer to all segments of the Omaha-Lincoln Trail as the “Mopac Trail”.

The agreement called for the project to be under a construction contract within one year. This deadline will not be met, but the NDOR is willing to extend this deadline to September 1, 2006. The attached agreement reflects this change.

Staff anticipates the right-of-way process to be completed by later spring and a construction contract advertised in June, 2006.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Supplemental Agreement with the Nebraska Department of Roads for the Mopac Trail (Highway 50 to Lied Bridge) Project.**

S U P P L E M E N T A L   A G R E E M E N T   N U M B E R   1

PROJECT NO. STPB-77(49) STATE CONTROL NO. 22191  
PAPIO MISSOURI RIVER NRD  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
PLATTE RIVER TRAIL - PHASE 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the Papio Missouri River NRD, hereinafter referred to as the "NRD", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the parties hereto entered into an agreement executed by the NRD March 30, 2005, and by the State April 12, 2005, providing for the construction of Project No. STPB-77(49), and

WHEREAS, it now becomes necessary that said agreement be supplemented to extend the deadline for securing a contract to construct the project.

NOW THEREFORE, in consideration of this fact, the parties hereto agree as follows:

SECTION 1. Both parties agree that all costs of this project shall be the sole responsibility of the NRD if the proposed project improvements are not under construction contract prior to September 1, 2006. This includes repayment to the State of Federal funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in Section 23 of the original program agreement.

SECTION 2. Except as specifically amended by this Supplemental Agreement, all terms and conditions of the agreement executed by the NRD March 30, 2005, and by the State April 12, 2005, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Papio Missouri River NRD

\_\_\_\_\_  
Witness

\_\_\_\_\_  
General Manager

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

R. James Pearson

\_\_\_\_\_  
Transportation Enhancement Administrator

A G R E E M E N T  
(Program)

PROJECT NO. STPB-77(49) STATE CONTROL NO. 22191  
Papio-Missouri River NRD  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
Platte River Trail - Phase 1

THIS AGREEMENT, made and entered into by and between the Papio-Missouri River NRD, hereinafter referred to as the "NRD", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, certain bicycle/pedestrian trails, have been designated as being eligible for the Enhancement Program portion of the Surface Transportation Program (STP) funds by the Department of Transportation, Federal Highway Administration, hereinafter called FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP funds have been made available by Title 23 of the United States Code, providing for improvements on eligible trails, and

WHEREAS, the Federal share payable will be a maximum of 39 percent of the eligible costs thereof, up to a maximum payment from Federal funds of \$500,000 and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of such projects shall be paid only to the State, and

WHEREAS, the NRD shall supervise the contract letting and shall ensure that the project receives the same degree of supervision and inspection as a project constructed under a contract let and directly supervised by the State, and

WHEREAS, regulations further permit the use of funds other than State funds in matching Federal funds for improvements of those trails, and

WHEREAS, the State's responsibility is to provide project oversight to insure that the NRD or its Contractor is constructing the project in accordance with the approved plans and to further notify the NRD or its Project Manager when federal funding will be withheld or lost where such construction of the project is not being prosecuted in accordance with the approved plans, and

WHEREAS, the State retains the services of Sinclair Hille Architects whose business address is 700 Q Street, Lincoln, NE 68508 hereinafter referred to as the "Enhancement Program Consultant" to assist the State with administration of the Enhancement Program, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work and Federal funds for the construction of the proposed improvement, with the understanding that no

State Funds are to be expended on this project, and

WHEREAS, funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then the A-133 Audit is required as explained further in the agreement, and

WHEREAS, Federal Regulations provide that the NRD shall not profit or otherwise gain from local property assessments that exceed the NRD's share of project costs, and

WHEREAS, it is the desire of the NRD that the project be constructed under the designation of Project No. STPB-77(49), as evidenced by the Resolution of the NRD Board dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached and identified as Exhibit "B" and made a part of this agreement, and

WHEREAS, the NRD has earmarked and will place in its fiscal budget \$798,337, which is estimated to be the NRD's share of the cost of the Project; however, both parties recognize this is a preliminary estimate only and that the final costs may well be higher or lower than this preliminary estimate, and

WHEREAS, the project indicated on the location map identified as Exhibit "C", is described as follows:

Construction of a 5-mile segment in the 60-mile Lincoln to Omaha regional trail system. The trail will consist of 10-foot wide limestone and begins at the existing trailhead of the MoPac-Louisville to Springfield Trail. This recently constructed trailhead is adjacent the Highway 50 bridge over the Platte River. The trail will extend 5 miles west on the south side of Highway 31 and connect to the Lied Platte River Bridge trailhead.

WHEREAS, both parties agree all costs of this project will be the sole responsibility of the NRD if the proposed project improvements are not under construction contract prior to April 30, 2006. This includes repayment to the State of Federal funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in Section 27 of this agreement.

NOW THEREFORE, in consideration of these facts, the parties agree as follows:

SECTION 1. The State agrees to present the above-mentioned project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OMB Circular A-133, the A-133 Audit is required if the non-federal entity

expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The NRD shall have its finance officer or auditor review the situation to determine what the NRD must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the NRD shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The NRD, with such assistance as may be required from the State, agrees to perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The NRD agrees to acquire any or all permits necessary to accomplish the project.

SECTION 4. The project must be designed according to the following current publications: State of Nebraska Standard Specifications for Highway Construction, and the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities, and the Designing Sidewalks and Trails for Access Part II of II: Best Practices Design Guide. The project will be designed to conform to Americans with Disabilities Act (ADA) Accessibility Guidelines. Any deviations from the above must be approved by the State prior to preparation of plans.

SECTION 5. The State agrees to reimburse the NRD, using Federal Funds, for 39 percent of the actual eligible cost of the improvement up to a maximum of \$500,000. Progress billings to reimburse the NRD 95 percent of the eligible 39 percent costs may be submitted no more often than monthly until 95 percent of the maximum Federal share has been reimbursed. The final settlement between the State and the NRD will be made after final inspection and acceptance, and audit, if deemed necessary, and after final costs have been determined by the State.

SECTION 6. Any preliminary engineering services to be performed by the NRD, State or by a Consultant will be funded solely with NRD funds and will not be eligible for Federal participation.

It is understood by the parties that the State will rely on the professional performance and ability of the NRD or their consultant. Any examination by the State, or any acceptance or use of the work product of the NRD or their consultant will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the NRD or their consultant which would relieve the NRD

from any liability or expense that would be connected with the NRD's sole responsibility for the propriety and integrity of the professional work to be accomplished by the NRD.

SECTION 7. The parties further agree the NRD is to advertise and conduct a letting and receive bids for the contemplated improvement. All plans, specifications and bid proposals, permits, and any other contract documents must be submitted to and approved by the State prior to any bid letting by the NRD. The selection of low bidders and the awarding of a contract or contracts must be submitted to the State, through the Enhancement Program Consultant, for concurrence. The NRD shall sign the contract. After signing, the NRD shall send a copy of the signed contract, including all plans and specifications, to the State, through the Enhancement Program Consultant. Prior to advertising for Project Letting, the NRD shall forward a Right of Way Certificate to the City-County R.O.W. Coordinator, through the Enhancement Program Consultant.

SECTION 8. The parties agree that the construction engineering, an expense eligible for matching Federal funds, which includes construction staking, inspection and field testing, will be accomplished by NRD forces or a consultant selected by the NRD with State assistance and review.

The NRD agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the NRD shall conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the NRD and the Consultant. Any construction engineering work performed more than 45 days prior to the letting date will be done at the expense of the NRD.

Any dispute concerning a question of fact in connection with the construction engineering work not disposed of by this agreement shall be referred for determination to the State Engineer or his duly authorized representative whose decision in the matter shall be final and conclusive on the parties to the contract.

The inspection, sampling and testing of all materials must be in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide and the State Standard Methods of Tests. The NRD must send a letter of certification to the State, through the Enhancement Program Consultant, stating that all test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet specification requirements for sampling and testing. The NRD will provide quality assurance, as may be required, to include random sampling and testing of material as well as random checks of test method procedures being performed by the inspector. In all cases, the NRD shall

provide a Project Manager on a part-time basis who will be responsible for the prosecution of the project in accordance with the approved plans. The State will provide a Project Representative whose responsibility is to be available to advise the NRD's Project Manager where the project is not being built in accordance with the approved plans, and that the NRD's federal share of the project may be withheld for failure to comply with the plans. The NRD shall contact the State, through the Enhancement Program Consultant, for State Representative assignment prior to advertising for project letting. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses therein will be included as costs of the project as specified in Section 23 hereof.

The NRD shall provide a Project Manager to oversee the project and to ensure that the construction engineering performed by the NRD forces or the NRD's consultant comply with requirements for Federal funding. The Project Manager's services include, but are not limited to, arranging and presiding over the pre-construction conference, project management as required, and preparing contractor change orders and supplemental agreements.

SECTION 9. The NRD agrees to locate and reference or have located and referenced all section corners, quarter section corners and sub-division lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 10. The Federal share of this project must be reduced by any project specific local property assessments that exceed the appropriate local share on this project.

SECTION 11. If Federal participation is to be received for any portion of the work on the proposed project, it is necessary that all phases of work, including but not limited to preliminary engineering, acquisition of right of way and construction be accomplished in accordance with the appropriate Federal requirements.

SECTION 12. If the NRD performs any part of the work on this project itself, the NRD agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. 48-1101, through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached, and made a part of this agreement. The reference to "Contractor" in this exhibit means the "NRD."

SECTION 13. The NRD shall have on file with the State an acceptable drug-free workplace policy.



#### SECTION 14. DISADVANTAGED BUSINESS ENTERPRISES

##### A. Policy

The NRD agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

##### B. Disadvantaged Business Enterprises Obligation

The NRD and State agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the NRD shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The NRD shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The NRD, acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the NRD enters into on this project.

Failure of the NRD to carry out the requirements set forth above will constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 15. Changes to the project made by the NRD which affect the function or operation of the trails made either during construction or after the project is completed, will require prior approval of the State.

Requests for changes during project construction must be made to the State Representative through the Enhancement Program Consultant.

SECTION 16. Upon project completion and final inspection, the NRD shall send one set of "as-built" plans to the State, through the Enhancement Program Consultant.

SECTION 17. Upon completion, the NRD shall maintain this project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility.

SECTION 18. Any utility rehabilitations or installations made within the right of way of this project after execution of this agreement will be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", Federal-

Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the NRD agrees to adopt the current "Policy for Accommodating Utilities on State Highway Right of Way."

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the NRD will become a project cost, but that outside the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private right of way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public right of way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if they exist on privately owned right of way and it is necessary to rehabilitate the utilities due to this project. All such reimbursements must be based on items and estimates submitted by the utility and approved by the NRD and State. Should this project necessitate the nonbetterment rehabilitation of any municipally or privately owned and operated utilities, the parties agree to enter into a Supplemental Agreement to provide for the nonbetterment utility rehabilitation and the reimbursement to the NRD for the Federal share of the costs of the nonbetterment utility rehabilitation. The parties agree that should any nonbetterment utility rehabilitation be accomplished before State execution of a Supplement to this Agreement, the rehabilitation work will be at the sole expense of the NRD.

Should any utilities include work which is eligible for reimbursement, the NRD shall pay the utility and bill the State for the Federal share. The State, subject to a final audit of the utility costs, will reimburse the NRD for the approved Federal share of the costs.

SECTION 19. If Federal participation is requested in right of way appraisal or acquisition, the State on behalf of the NRD, will review appraisals and negotiations for any additional right of way. The NRD shall be responsible for any eminent domain proceedings required for acquisition of the necessary property. The appropriate procedures as outlined in the current Nebraska Right of Way Manual approved by the FHWA shall be followed. Regardless of whether or not Federal funds are requested for the right of way, the NRD agrees to contact the State prior to beginning any right of way activity in order that the State may advise the NRD of the required right of way functions and procedures. It is understood that any right of way services furnished by the State shall be considered as a part of the cost of the project and the State's expenses

therein shall be included as costs of the project as specified in Section 23 hereof.

SECTION 20. The NRD agrees, at no cost to the project, to clear the present right of way of this project of all advertising signs. The NRD also agrees, at no cost to the project, to clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and to keep the old and new right of way free of future encroachments, except those authorized by permit.

SECTION 21. The NRD hereby agrees, and shall certify after accomplishment, that any right of way for this improvement not donated in compliance with FHWA guidelines will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right of Way Manual as approved by FHWA.

SECTION 22. Traffic control during project construction shall conform with the Manual on Uniform Traffic Control Devices.

Before final acceptance of the project by the State, all signing and marking will be in conformance with the Manual on Uniform Traffic Control Devices. The edition of the manual which is current at the time of final acceptance shall be used.

SECTION 23. Costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of NRD and Federal funds. Costs incurred by the State attributable to this project will not include any administrative costs or expenses of administrative officials. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the NRD agrees to pay such invoices within thirty (30) days of their receipt. The NRD's share of the total project cost shall be all costs not paid for by Federal funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) shall be applied to determine the allowability of costs incurred by the NRD under this agreement.

The NRD shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three ( 3 ) years from the date of final payment under this agreement; such records to be available for inspection by the State and the Federal Highway Administration or any authorized representatives of the Federal government, and copies thereof shall be furnished by the NRD if requested.

SECTION 24. It is mutually agreed that final approval of the project will be made by the State and that final payment cannot be made to the NRD until the project has been approved by the State.

SECTION 25. The NRD understands and agrees that the sole duty of proper prosecution of the project, in accordance with the approved plans, belongs with the NRD, its Project Manager and Contractors, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

SECTION 26. The NRD agrees to acknowledge federal and state funding with proper signage such as recognition plaques on buildings or markers on trails. The funding acknowledgement shall state, "This project made possible through funds provided by the Nebraska Department of Roads Transportation Enhancement Program and the Federal Highway Administration." This statement shall also be incorporated into all press releases, web sites and printed information about the project.

SECTION 27. It is understood by the NRD that payment for the costs of this project, whether they be services, engineering, right of way, utilities material or otherwise, are the sole responsibility of the NRD where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in the project or any portion thereof the NRD is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the NRD will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the NRD this 30th day of MARCH, 2005.

WITNESS:

Papio-Missouri River NRD

James M. Beau

H. L. Olt  
General Manager

EXECUTED by the State this 12 day of April, 2005.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
R. James Pearson

R. James Pearson  
Transportation Enhancement Administrator

## NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT "B"**

**WHEREAS**, the Papio-Missouri River Natural Resources District (DISTRICT) wishes to enter into an agreement with the State of Nebraska Department of Roads to construct the following hiking/biking trail in the DISTRICT, to wit:

Platte River Trail Phase 1 (Hwy 50 to Lied Bridge), with funds made available through the Nebraska Department of Roads Transportation Enhancement Program funds, and

**WHEREAS**, the Federal share payable shall be a maximum of thirty nine (39) percent of the eligible costs thereof, up to a maximum payment from federal funds of \$500,000.00 (Total of \$1,287,047.23), and

**WHEREAS**, the DISTRICT shall be responsible for approximately \$787,047.23, which is estimated by the DISTRICT to be sixty one (61) percent matching share of eligible project costs, and

**WHEREAS**, the DISTRICT has agreed to place in its fiscal budget said amount,

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, that the DISTRICT enter into an agreement with the State of Nebraska Department of Roads for the construction of the aforesaid trail and that this project be constructed under the designation of Project Number: STPB-77 (49), State Control No. 22191 Platte River Trail Phase 1 (Hwy 50 to Lied Bridge) and that the terms and conditions as contained in the Agreement with the Nebraska Department of Roads are hereby approved and that the DISTRICT General Manager is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 10<sup>th</sup> day of MARCH, 2005.

ATTEST:   
Steven G. Oltmans, General Manager



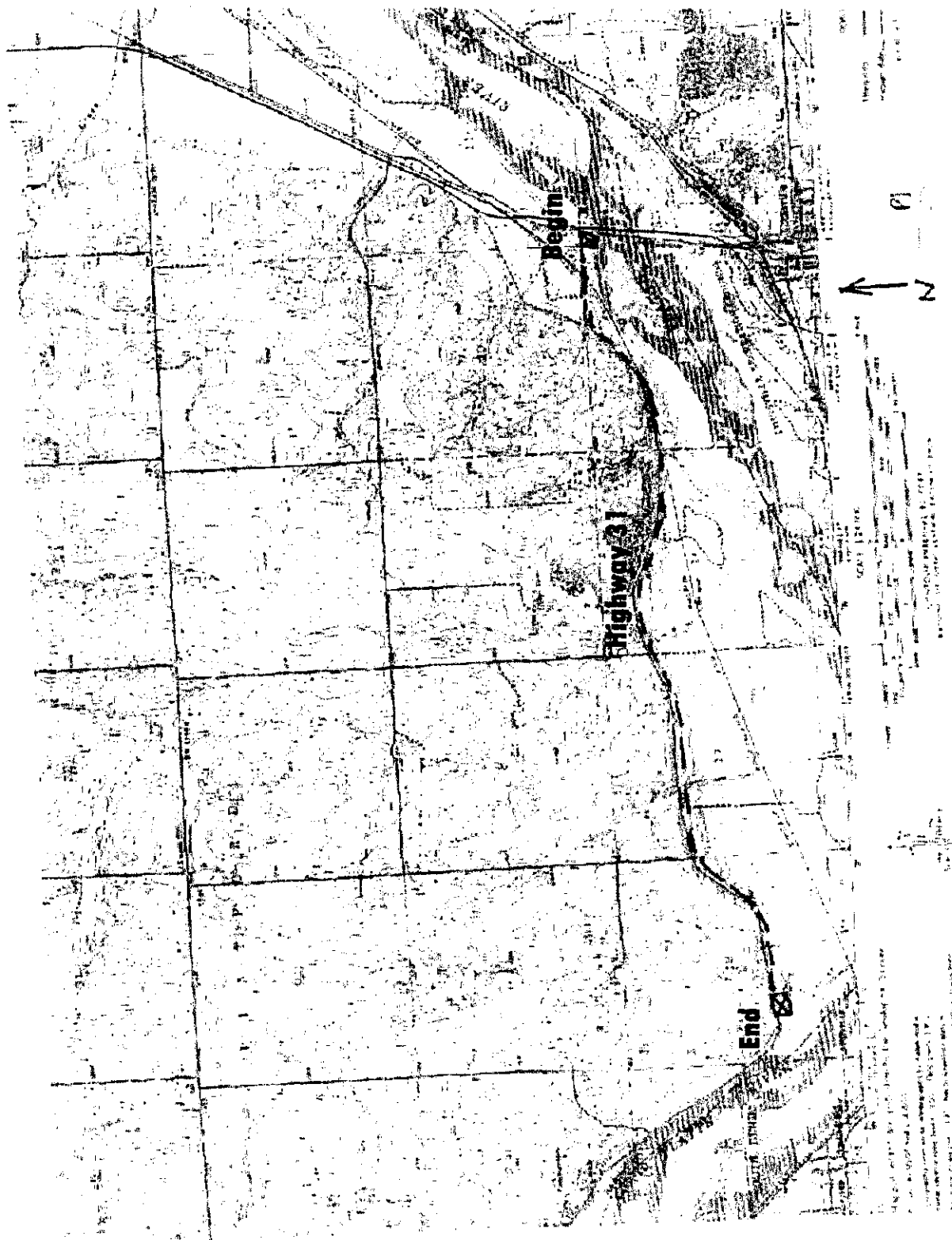


Exhibit "C"

# MEMORANDUM

TO: Programs, Projects and Operations Sub-Committee

SUBJECT: Silver Creek Watershed Dam Sites 6, 30, 31 & 36 Construction Bids

DATE: January 30, 2006

BY: Terry Schumacher, Field Representative, Blair FO

On January 27, 2006, Olsson Associates and District staff opened bids that were submitted for a contract to construct Silver Creek Watershed Dam Sites 6, 30, 31 & 36; the sixteenth, seventeenth, eighteenth and nineteenth of the twenty-four planned erosion control dams in this watershed.

Attached for the Sub-Committee's review is a summary of bids received. Also attached is a map of the watershed showing these 4 dam sites as well as others already built and those to be built in subsequent years.

Specifications for the construction of these three dams require approximately 85,000 cubic yards of earthen fill. The contractor will have until September 30, 2006 to substantially complete the contract.

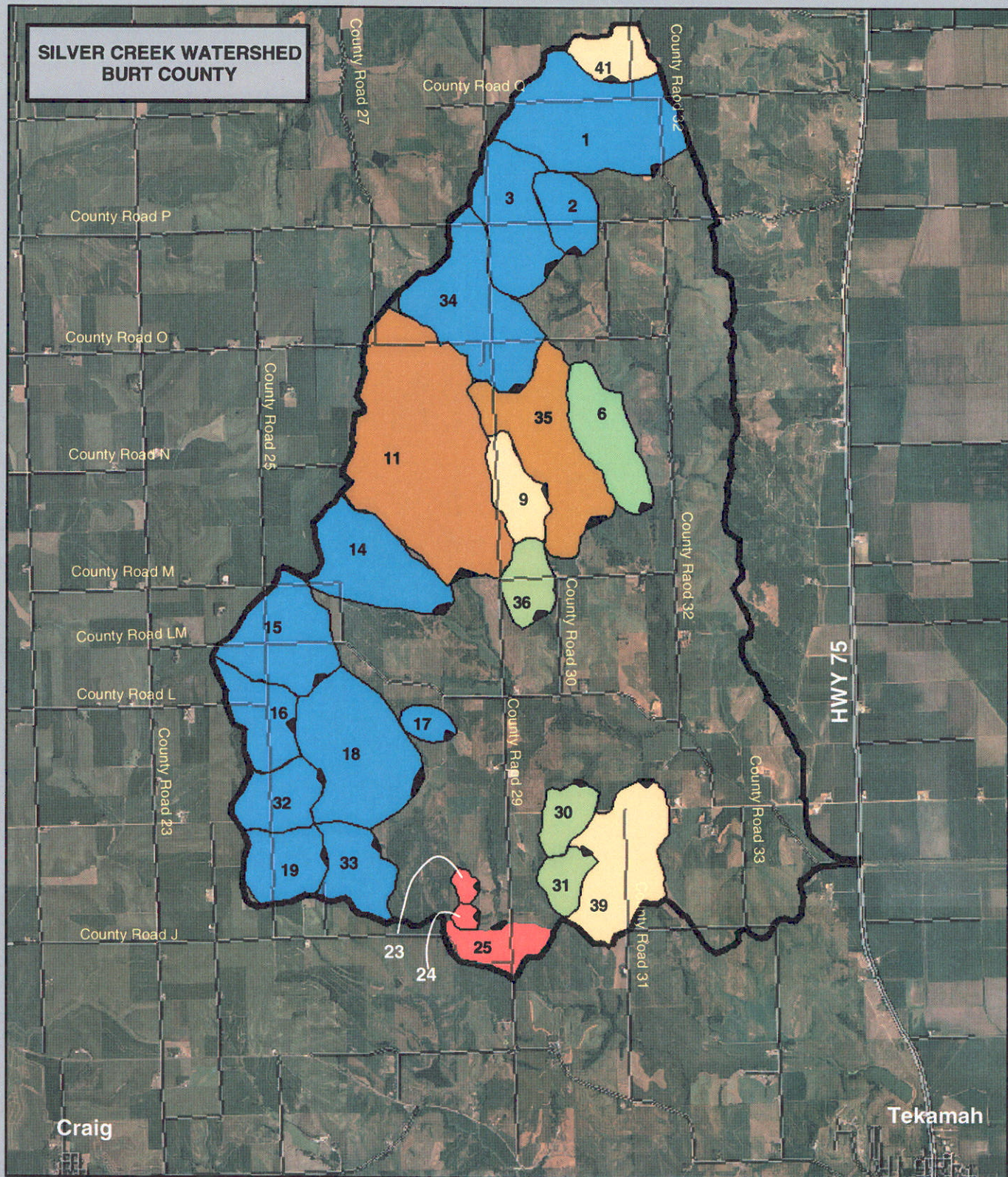
Based on bids received, Camden Excavating's bid of \$410,675.19 is the apparent low bid. District staff and Olsson Associates have reviewed the bids submitted and believe that Camden Excavating is the lowest and best bidder. The engineer's estimate for this project is \$479,624.23. The engineer's estimate does not include items that have been in past bids of these structures, i.e. mobilization, sediment and erosion control. These items are not included in the county cost share docket for EQIP cost share.

Dam Site 31 is being built with federal funds from the Environmental Quality Incentives Program (EQIP) and the P-MRNRD Special Watershed section of the Conservation Assistance Program budget. The original plan called for P-MRNRD to pay 100% of the project. The EQIP cost-share funding for this site is \$36,762.87. The P-MRNRD will contribute \$59,184.78. The other three sites were submitted for EQIP funding but did not get approved.

**It is the staff's recommendation that the Sub-Committee recommends to the Board of Directors that Camden Excavating's bid of \$410,675.19 be accepted and that the General Manager is authorized to execute the necessary contract documents.**



# SILVER CREEK WATERSHED BURT COUNTY



- COMPLETED
- SPRING 2006
- SUMMER 2006
- FALL 2006
- SPRING 2007

3,500 0 3,500 7,000 10,500 14,000  
Feet

2005 Ortho Imagery Not To Scale



Date: 1/26/2006



**Silver Creek Watershed Project Sites #6, #30, #31, and #36**  
**Papio-Missouri River Natural Resources District**

27-Jan-06 OA #2004-1269  
11:00 A.M. Page 1 of 2

**Bid Tabulation**

CONTRACTOR				Camden Excavating Blair, NE		Japp Brothers Grading Kennard, NE	
<b>Bid Section "A" - Dam Site 6</b>							
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
1	Mobilization (No Bid Subsidiary to Total Bid Price)						
2	Water for Compaction (if conditions require)	1000/Ga	30.00	0.01	0.30	0.01	0.30
3	Clearing and Grubbing	AC	14.00	950.00	13,300.00	435.74	6,100.36
4	Excavation	CY	5,753.00	2.25	12,944.25	2.25	12,944.25
5	Earth Fill	CY	31,627.00	1.30	41,115.10	1.68	53,133.36
6	Corrugated Metal Pipe Riser Section (36" Dia., 14 Ga.)	EA	1.00	1,784.05	1,784.05	1,313.73	1,313.73
7	Corrugated Metal Pipe & Appurtenances (24" Dia, 14 Ga.)	LF	128.00	57.13	7,312.64	75.23	9,629.44
8	Corrugated Metal Pipe & Appurtenances (10" Dia, 16 Ga.)	LF	30.00	42.54	1,276.20	29.82	894.60
9	Drain Fill	CY	325.00	53.10	17,257.50	68.00	22,100.00
10	Concrete , Class 4000, Formed	CY	1.40	400.00	560.00	357.14	500.00
11	Reinforcing Steel	LB	51.40	1.60	82.24	2.00	102.80
12	Metal Fabrication & Installior (Pipe Support and Trash Rack)	LB	611.70	6.10	3,731.37	4.50	2,752.65
13	Rock Riprap - Drain Outlet	CY	8.00	100.00	800.00	45.00	360.00
14	Grouted Rock Riprap - Riser	CY	9.00	90.00	810.00	78.33	704.97
15	Seeding and Mulching	AC	10.40	696.40	7,242.56	801.00	8,330.40
16	Fencing	LF	1,970.00	2.30	4,531.00	2.68	5,279.60
17	Terrace Rebuild	LF	400.00	1.25	500.00	1.60	640.00
18	Terrace Intakes, 6" Dia.	EA	2.00	312.00	624.00	250.00	500.00
19	PVC Terrace Conduit, 4" Dia.	LF	290.00	3.22	933.80	3.40	986.00
20	PVC Terrace Conduit, 6" Dia.	LF	240.00	3.85	924.00	3.70	888.00
21	Terrace Pipe 6" Dia. (CMP 16 Ga.)	LF	20.00	8.00	160.00	5.46	109.20
22	Terrace Pipe 8" Dia. (CMP 16 Ga.)	LF	20.00	10.50	210.00	7.13	142.60
23	Sediment and Erosion Control	LS	1.00	1,150.00	1,150.00	2,100.00	2,100.00
<b>Total Unit Bid Price Bid Section 'A' - Dam Site 6</b>				<b>117,249.01</b>		<b>129,512.26</b>	
<b>Bid Section "B" - Dam Site 30</b>							
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
1	Mobilization (No Bid Subsidiary to Total Bid Price)						
2	Water (if conditions require)	1000/Ga	20.00	0.01	0.20	0.01	0.20
3	Clearing and Grubbing	AC	6.50	2,000.00	13,000.00	1,865.38	12,124.97
4	Excavation	CY	8,648.00	2.25	19,458.00	2.10	18,160.80
5	Earth Fill	CY	14,670.00	1.30	19,071.00	1.70	24,939.00
6	Corrugated Metal Pipe Riser Section (36" Dia., 14 Ga.)	EA	1.00	1,449.54	1,449.54	1,313.73	1,313.73
7	Corrugated Metal Pipe & Appurtenances (24" Dia, 14 Ga.)	LF	114.00	59.13	6,740.82	58.68	6,689.52
8	Corrugated Metal Pipe & Appurtenances (10" Dia, 16 Ga.)	LF	32.00	30.40	972.80	29.55	945.60
9	Drain Fill	CY	245.00	53.10	13,009.50	68.00	16,660.00
10	Concrete , Class 4000, Formed	CY	1.40	400.00	560.00	357.14	500.00
11	Reinforcing Steel	LB	51.40	1.60	82.24	2.00	102.80
12	Metal Fabrication & Installior (Pipe Support and Trash Rack)	LB	611.70	6.10	3,731.37	4.50	2,752.65
13	Rock Riprap - Drain Outlet	CY	8.00	100.00	800.00	45.00	360.00
14	Grouted Rock Riprap - Riser	CY	9.00	90.00	810.00	78.33	704.97
15	Seeding and Mulching	AC	4.70	637.49	2,996.20	892.11	4,192.92
16	Fencing	LF	2,025.00	2.38	4,819.50	2.68	5,427.00
17	Terrace Rebuild	LF	300.00	1.25	375.00	1.60	480.00
18	Terrace Pipe 8" Dia., CMP 16 Ga.	LF	20.00	10.50	210.00	7.13	142.60
19	Sediment and Erosion Control	LS	1.00	1,050.00	1,050.00	2,100.00	2,100.00
<b>Total Unit Bid Price Bid Section 'B' - Dam Site 30</b>				<b>89,136.17</b>		<b>97,596.76</b>	
<b>Bid Section "C" - Dam Site 31</b>							
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
1	Mobilization (No Bid Subsidiary to Total Bid Price)						
2	Water (if conditions require)	1000/Ga	20.00	0.01	0.20	0.01	0.20

**Silver Creek Watershed Project Sites #6, #30, #31, and #36  
Papio-Missouri River Natural Resources District**

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Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
3	Clearing and Grubbing	AC	7.90	1,500.00	11,850.00	2,006.32	15,849.93
4	Excavation	CY	8,259.00	2.25	18,582.75	2.64	21,803.76
5	Earth Fill	CY	18,380.00	1.30	23,894.00	1.70	31,246.00
6	Corrugated Metal Pipe Riser Section (36" Dia., 14 Ga.)	EA	1.00	1,449.54	1,449.54	1,313.73	1,313.73
7	Corrugated Metal Pipe & Appurtenances (24" Dia, 14 Ga.)	LF	132.00	56.64	7,476.48	71.16	9,393.12
8	Corrugated Metal Pipe & Appurtenances (10" Dia, 16 Ga.)	LF	34.00	29.70	1,009.80	29.31	996.54
9	Drain Fill	CY	283.00	53.10	15,027.30	68.00	19,244.00
10	Concrete , Class 4000, Formed	CY	1.40	400.00	560.00	357.14	500.00
11	Reinforcing Steel	LB	51.40	1.60	82.24	2.00	102.80
12	Metal Fabrication & Installation (Pipe Support and Trash Rack)	LB	611.70	6.10	3,731.37	4.50	2,752.65
13	Rock Riprap - Drain Outlet	CY	8.00	100.00	800.00	45.00	360.00
14	Grouted Rock Riprap - Riser	CY	9.00	90.00	810.00	78.33	704.97
15	Seeding and Mulching	AC	7.60	705.47	5,361.57	811.00	6,163.60
16	Fencing	LF	1,776.00	2.40	4,262.40	2.68	4,759.68
17	Sediment and Erosion Control	LS	1.00	1,050.00	1,050.00	2,100.00	2,100.00
Total Unit Bid Price Bid Section 'C' - Dam Site 31				95,947.65		117,290.98	
Bid Section "D" - Dam Site 36							
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
1	Mobilization (No Bid Subsidiary to Total Bid Price)						
2	Water for Compaction (if conditions require)	1000/Ga	20.00	0.01	0.20	0.01	0.20
3	Clearing and Grubbing	AC	8.00	1,500.00	12,000.00	1,900.00	15,200.00
4	Excavation	CY	8,208.00	2.25	18,468.00	2.22	18,221.76
5	Earth Fill	CY	17,600.00	1.30	22,880.00	1.70	29,920.00
6	Corrugated Metal Pipe Riser Section (36" Dia., 14 Ga.)	EA	1.00	1,449.54	1,449.54	1,313.73	1,313.73
7	Corrugated Metal Pipe & Appurtenances (24" Dia, 14 Ga.)	LF	110.00	58.37	6,420.70	77.86	8,564.60
8	Corrugated Metal Pipe & Appurtenances (10" Dia, 16 Ga.)	LF	32.00	25.16	805.12	29.55	945.60
9	Drain Fill	CY	415.00	53.10	22,036.50	68.00	28,220.00
10	Concrete , Class 4000, Formed	CY	1.40	400.00	560.00	357.14	500.00
11	Reinforcing Steel	LB	51.40	1.60	82.24	2.00	102.80
12	Metal Fabrication & Installation (Pipe Support and Trash Rack)	LB	611.70	6.10	3,731.37	4.50	2,752.65
13	Rock Riprap (Drain Outlet)	CY	12.00	100.00	1,200.00	45.00	540.00
14	Grouted Rock Riprap (Riser)	CY	9.00	90.00	810.00	78.33	704.97
15	Seeding and Mulching	AC	13.30	640.42	8,517.59	736.50	9,795.45
16	Fencing	LF	2,040.00	2.38	4,855.20	2.68	5,467.20
17	Terrace Rebuild	LF	400.00	1.25	500.00	1.60	640.00
18	Terrace Intakes, 6" Dia.	EA	2.00	312.00	624.00	250.00	500.00
19	PVC Terrace Conduit, 4" Dia.	LF	270.00	3.22	869.40	3.40	918.00
20	PVC Terrace Conduit, 6" Dia.	LF	250.00	3.85	962.50	3.70	925.00
21	Terrace Pipe 6" Dia. (CMP 16 Ga.)	LF	20.00	8.00	160.00	5.46	109.20
22	Terrace Pipe 8" Dia. (CMP 16 Ga.)	LF	20.00	10.50	210.00	7.13	142.60
23	Sediment and Erosion Control	LS	1.00	1,200.00	1,200.00	2,100.00	2,100.00
Total Unit Bid Price Bid Section "D" - Dam Site 36				108,342.36		127,583.76	
TOTAL BID				410,675.19		471,983.76	
Substantially Complete By:				September 30, 2006		September 30, 2006	
Complete and Ready for Final Payment By:				October 31, 2006		October 31, 2006	
Addenda Received:				1		1	
Bid Guarantee:				5% Bid Bond		5% Bid Bond	
Remarks:							

# Memorandum

To: PPO Subcommittee

From: Jim Becic

Re: Account Over 110% -- Acct #07 08 4430 - Lower Decatur Bend Land Rights

Date: 31 January, 2006

During the early FY-06 budget preparation process, it was decided to reduce the amount of expenditures for the line item - Missouri River Corridor Land Rights from \$500,000 to \$50,000, since it had been at the \$500,000 level for the previous several years – and little progress was anticipated to be made by the NRD in FY-06. More importantly, it appeared that the new federal Wetland Reserve Enhancement Program (WREP) would be purchasing these lands in FY-06. This turned out to be true with the exception of the River's ~ 200 foot edge (Due to the WREP's inability to deal with widening the MR Channel and the need to allow a sloughing easement – which the WREP did not allow.)

The costs for the TOTAL Missouri River land rights by the District for acquisitions at Lower Decatur Bend in FY-06 are now \$271,000 with \$232,680 already spent (Olson and Tob-Isle) and \$38,655 remaining for the final area (Williams) – hopefully to be finalized early in 2006. These acreages and exact costs were approved by the NRD Board in November of 2005.

While it was clear to staff that the District's cash flow would be sufficient to pay for this apparent deficit of \$221,335, it is not clear, however, if this Lower Decatur Bend Land Rights approval was authorized this past November with the understanding by the Board, that the line item budgeted amount would exceed 110%.

Note: So where will the \$221,335 'deficit' be made up? After the budget was "set" in July, it became apparent from HGM – the Missouri River Trail project design engineers - that the original estimate for the Missouri River trail construction - Phase 1, would likely be less than previously expected. In fact, the estimated construction cost was bid at \$280,000 less than anticipated. This \$280,000 amount already is more than enough to cover the land rights costs.

Another "anticipated" but not budgeted for item - since we had no way of knowing or counting on happening during this FY-06 time frame - was a \$54,000 revenue item. The December 30<sup>th</sup>, 2005 payment to the District by the US Fish & Wildlife Service was for the Rodgers tract at the Boyer Chute NWR. This unanticipated revenue item allows even more available cash flow for the LDB acquisitions.

**It is the staff recommendation that the Subcommittee recommend to the Board that the Account, # 07 08 4430 – Land Rights, be allowed to exceed 110% of the budgeted amount.**