



**Programs, Projects & Operations
Subcommittee Meeting
October 11, 2005
7:30 p.m.
Agenda**

Programs, Projects & Operations:

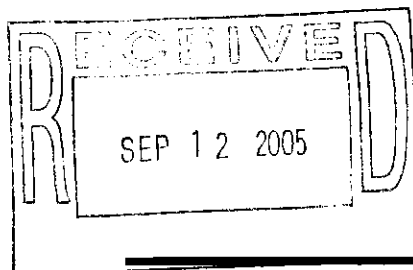
John Conley, Chairman
Rich Tesar, Vice-Chairman
Fred Conley
Rick Kolowski
Joe Neary

Alternate Members: Dorothy Lanphier
Jim Thompson

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

1. Meeting Called to Order – Vice-Chairperson Tesar
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Nebraska Land Trust Presentation – David Sands
6. Request from Village of Arlington for Water Quality Grant of \$350,000 – Rick Bay and Brett Anderson, NDEQ; and Steve Oltmans
7. Review and Recommendation on Management Agreement with Friends of Heron Haven – Larry Shackman and Ione Werth, Friends of Heron Haven; and, Jim Becic
8. Review and Recommendation on Second Addendum to Papio Dam Site 13 Purchase Agreement with Lyman Richey Corporation – Paul Woodward
9. Update on HDR Engineering, Inc., Professional Services Contract for Papio Dam Site 13 – Paul Woodward

10. Review and Recommendation on Aerial Photography Agreement with MAPA of Papio Watershed in Washington County – Paul Woodward
11. Review of Final Design for the Elkhorn River/Hwy 64 Public Access – Dick Sklenar
12. Review and Recommendation on FY 2006 Vehicle and Equipment Bids
 - a. Purchase of 2006 Vehicles – Jean Tait
 - (1.) Compact 4x4 Extended Cab Pickup
 - (2.) ¾ Ton 4x4 Regular Cab Longbed Pickup
 - (3.) ¾ Ton 4x4 Extended Cab Longbed Pickup
 - (4.) ¾ Ton Chassis-Cab w/o Service Body 4x4 Utility Truck
 - b. Purchase of 2006 Mack Low-Boy Tractor – Bill Warren
13. Adjourn



Village of Arlington
245 North 2nd Street
PO Box 370
Arlington, NE 68002
402-478-4212

September 2005

Mr. Richard Jansen, Chairperson
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

Re: Village of Arlington Wastewater Treatment

Dear Mr. Jansen,

As you may know, the Village of Arlington needs to upgrade its wastewater treatment facility to meet current treatment standards and to protect the facility from flooding from either Bell Creek or the Elkhorn River. While the Nebraska Department of Environmental Quality (NDEQ) has not mandated an immediate upgrade of our facility, the facility renovation needs to occur in the near future. With that in mind, we hired Gilmore and Associates of Columbus, Nebraska to prepare an analysis of the various alternatives available to the Village.

Alternatives include upgrading the existing facility, building a new facility (either a lagoon or an activated sludge treatment plant), or a regionalization approach (pump the wastewater to the City of Fremont's Wastewater Treatment Plant). The analysis included capital improvements costs, operations and maintenance costs of the facility, and future wastewater treatment costs to our citizens under each alternative. At that time, the least expensive alternative was to upgrade our existing facility.

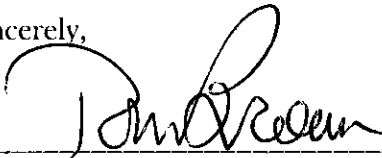
Since 2003, several factors have changed, which may make the regionalization approach more economically feasible. The City of Valley recently constructed a wastewater transmission line from Valley to the Fremont facility. The line has enough capacity to accommodate the projected wastewater needs of Arlington now and into the future. Further, we have had our consultant evaluate the alternatives over a longer period of time (from twenty years in the 2003 report to forty years). This provides a fair comparison on the regionalization alternative which, in effect, is a permanent solution to Arlington's wastewater treatment needs.

The regionalization approach would relieve the Village of operation and maintenance costs of the treatment facility, the cost of training and keeping a certified plant operator and would, more than likely, improve water quality in Bell Creek and the Elkhorn River.

In January 2005, the Village received a loan from NDEQ's Revolving Loan Fund for wastewater treatment facility improvements. However, due to the recent developments, we are investigating renegotiating that loan and applying for USDA Rural Development funds for capital improvements, including the regionalization approach. A water quality grant from the Papio-Missouri River NRD would help make the regionalization approach more feasible. Therefore, we hereby request a water quality grant from the NRD in the amount of \$350,000.

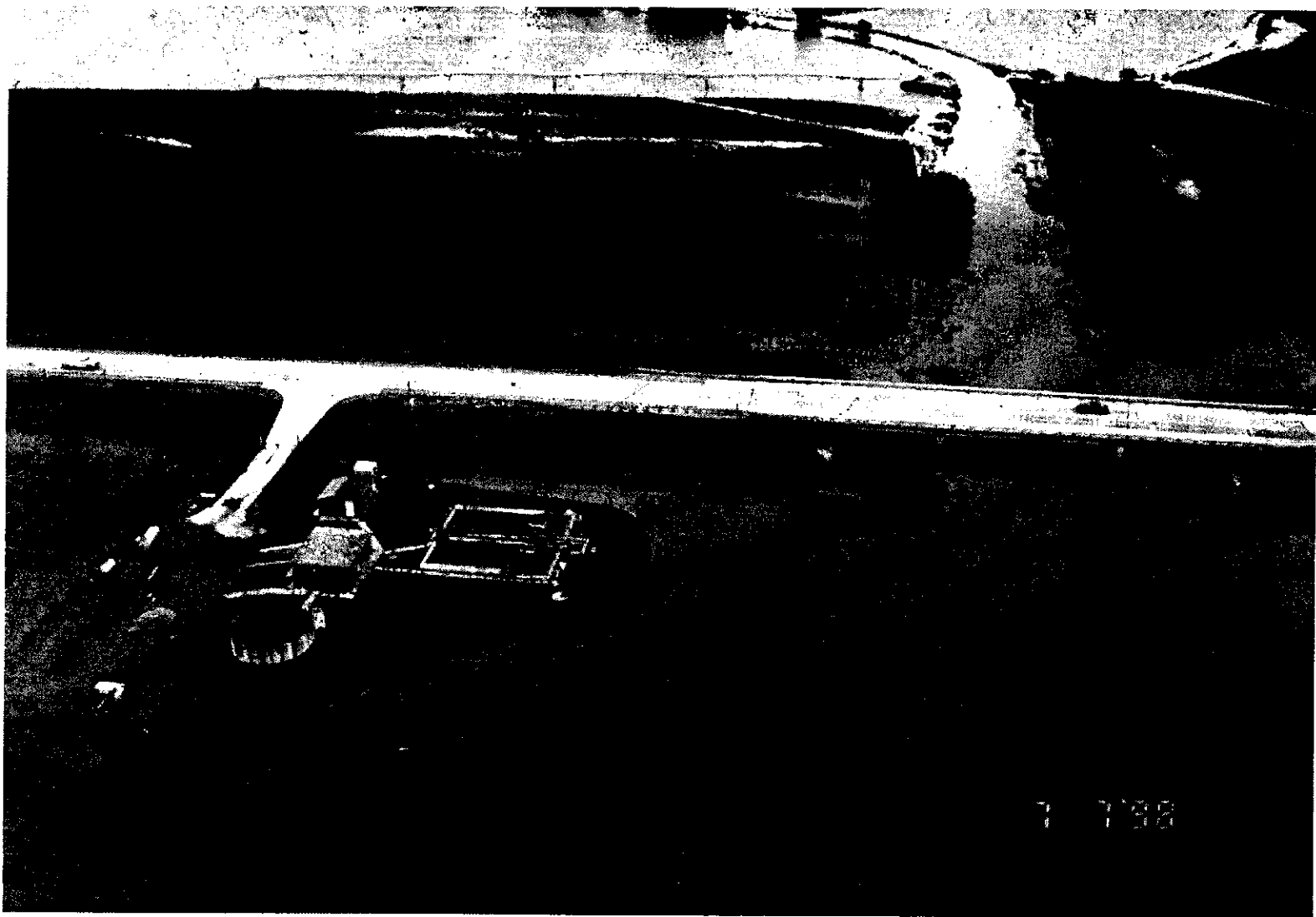
In summary, we believe that transporting our wastewater to Fremont could be in the best interest of our citizens and for the water quality in the area. We ask for the opportunity to present our request to the NRD Board at your earliest convenience. If you have any questions, feel free to contact me at 402-478-4155.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Brown", written over a horizontal line.

Tom Brown, Board Chair
Village of Arlington Board of Trustees

cc: Rick Bay, Brett Anderson, NDEQ
Paul Mullen, MAPA
David Gilmore, Gilmore & Associates



Memo to: Programs, Projects & Operations Subcommittee.
From: Jim Becic
Re: Heron Haven - Management Agreement with the Friends of Heron Haven.
Date: 11 October, 2005.

The Audubon Society of Omaha (ASO) decided earlier this year to vacate the approximately 10 acre Heron Haven site, located immediately east of 120th and West Maple Road – a former oxbow of the Papillion Creek and natural wetlands.

The *Friends of Heron Haven* – a Nebraska non-profit corporation has requested that they be allowed to carry out all of the functions previously granted to the ASO, to include operating and managing the building and site for the development of wetlands, wildlife habitat, environmental education, and passive public recreational uses.

The Management Agreement between the Papio-Missouri River Natural Resources District and the Friends of Heron Haven, allows this partnership to continue.

Therefore, it is the staff recommendation that the General Manager be authorized to enter into a Management Agreement between the Papio-Missouri River Natural Resources District and the Friends of Heron Haven for the Heron Haven Wetlands Project subject to changes deemed necessary by the General Manager and approval as to form by the District Legal Counsel.

HERON HAVEN – A SUMMARY

May 1999

The Heron Haven site is located northeast of approximately 120th and West Maple Road. Heron Haven is one of the last oxbow wetlands of the Big Papillion Creek within Omaha's city limits. Surface runoff and five groundwater springs feed the wetland that lies at the base of a steep slope where the water table intersects the land surface. The area is home to blue heron, mallards, Canada geese, least bitterns, beavers, fox, flag iris, sedges, Jack-in-the-Pulpit, swamp milkweed and many other species of fauna and flora.

Seeking to protect and restore this tract of a diminishing ecosystem for migrating and resident birds and other wildlife, the Audubon Society of Omaha (ASO) and the Papio Missouri River Natural Resources District (NRD), in a 50/50 cost shared purchase agreement, bought the largest parcel of wetland (10.5 acres) in 1992.

In 1995, the City of Omaha gave management responsibilities of its land to the ASO adding another 5.11 acres to the site's original 10.5 acres. In 1996, the ASO was able to enter into another purchase agreement to acquire the 1.4 acre, Gilbert Hulbert ("Gillie's Place" Bar) property for a future education building, parking and ASO headquarters.

Additional features added since the initial acquisition was the installation of a berm and water control structure to allow regulation of water levels in the wetlands and a boardwalk and viewing deck was constructed in the Spring of 1998 to provide a handicapped accessible, outdoor classroom experience for the public.

The ASO recently added the Omaha Raptor Team at Heron Haven. This Team – a committee of the ASO - will operate out of the newly (ongoing) renovated facilities at Heron Haven and provide a significant addition to the ASO's existing environmental education programs.

Future plans for the ASO at Heron Haven are to continue the site renovation with much removal of concrete and other debris; expand its environmental education activities; and to purchase two additional areas to "complete" the 25 acre preserve.

Below is a general Fundraising Report Summary from all sources for 1993 through mid- March - 1999, for the Heron Haven site.

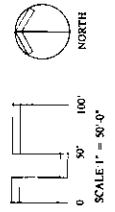
<u>Public Donations</u> (sales, raffles, memorials, direct mail, etc.).....	\$174,398.00
<u>P-MRNRD</u>	\$157,530.00
<u>Grants</u> (Kiewit Foundation, EPA – 319 program, NETF, NG&PC, North America Wetland Conservation Council, US F&WS, NDEQ, Nebraska Statewide Arboretum, OPPD, Garden Clubs, etc.)....	\$489,360.00
<u>Professional "in-Kind" Donations</u> (Big Muddy Workshop, Erhart Griffin, P-MRNRD).....	\$24,235.00
Total "Raised"=	<u>\$845,523.00</u>



Heron Haven Wetland Site

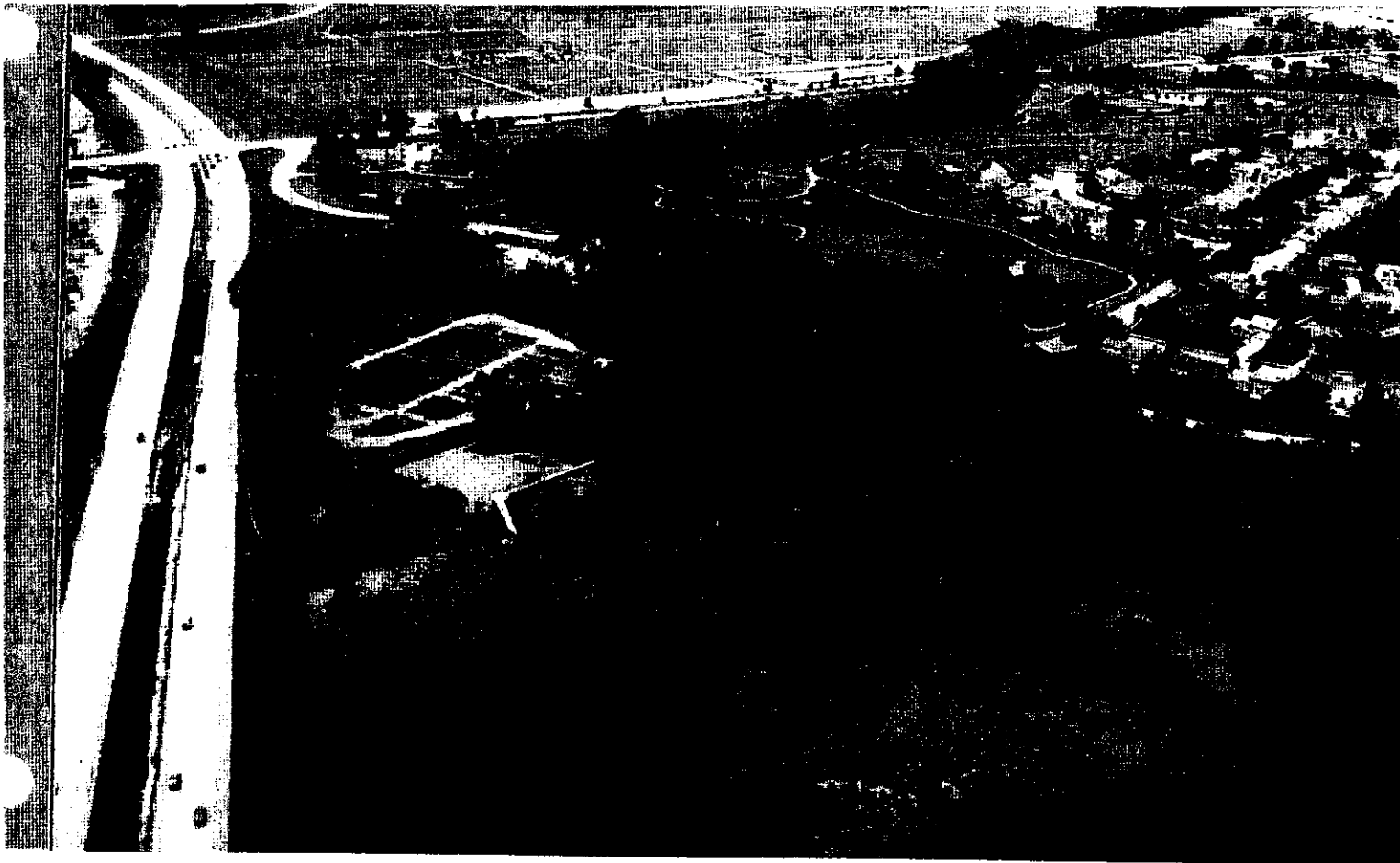
Master Plan

April 8, 1992



A Joint Project of:
**MISSOURI RIVER
 NATURAL
 RESOURCES
 DISTRICT**
 and
CITY OF OMAHA





Heron Haven Wetland Site



MANAGEMENT AGREEMENT
between
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
and
FRIENDS OF HERON HAVEN
for
HERON HAVEN WETLANDS PROJECT

THIS AGREEMENT, hereinafter referred to as "**THIS AGREEMENT**," is made and entered into as of this ____ day of _____, 2005, by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, hereinafter referred to as "the **DISTRICT**," and **FRIENDS OF HERON HAVEN**, a Nebraska non-profit corporation organized and existing under the laws of the State of Nebraska, hereinafter referred to as "the **MANAGER**". The **DISTRICT** and the **MANAGER** are referred to hereinafter as a "**PARTY**" and collectively as "the **PARTIES**."

FOR AND IN CONSIDERATION OF THEIR MUTUAL COVENANTS, HEREINAFTER EXPRESSED, the **PARTIES** AGREE AS FOLLOWS:

1. **PURPOSE.** By **THIS AGREEMENT** the **PARTIES** desire to provide for the management and regulation of the parcel of land, hereinafter referred to as "**HERON HAVEN**," containing a former oxbow of the Papillion Creek and natural wetlands, situated North of West Maple Road and South of Old Maple Road, between 120th Street and 114th Avenue in Douglas County, Nebraska, described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.
2. **TERM.** The term of **THIS AGREEMENT** shall be ten (10) calendar years from and after the effective date hereof and such term may be renewed for additional terms of the same length at the option of the **MANAGER** by delivering to

the DISTRICT, prior to the termination of the previous term, written notice of the MANAGER'S election to renew such term for an additional ten (10) years; provided, however, the DISTRICT reserves the right to terminate this AGREEMENT at any time, without cause, upon ninety (90) day's written notice to the MANAGER.

3. POSSESSION. During the term or any renewed term of THIS AGREEMENT the MANAGER shall have the right to manage HERON HAVEN, however, limiting its uses thereof to the preservation, development and management of wetlands and wildlife habitat, environmental education, and passive public recreational uses consistent therewith.

4. IMPROVEMENTS. During the term of THIS AGREEMENT or any renewed term, the MANAGER, at its own cost and expense, shall operate, repair, maintain and replace the improvements in HERON HAVEN, including, without limitation, fencing, parking area, board pedestrian trails, and signage legibly indicating that HERON HAVEN is a joint project of the DISTRICT and the MANAGER

5. PUBLIC ACCESS. The MANAGER shall not charge a fee for admission to HERON HAVEN by members of the public.

6. COMPREHENSIVE PLAN. Prior to undertaking management of HERON HAVEN for the original term or any renewed term, the MANAGER shall prepare, and submit to the DISTRICT for its written approval, a written proposed comprehensive plan for the MANAGER'S management of HERON HAVEN, including any proposed rules and regulations for adoption by the DISTRICT that the MANAGER may deem necessary for the management of HERON HAVEN, and the MANAGER shall undertake and carry out its management of HERON HAVEN in accordance with such comprehensive plan.

7. INSURANCE. During its management of HERON HAVEN, the MANAGER agrees to provide and continuously maintain, at its own cost and

expense, a comprehensive public liability insurance policy approved in writing by the DISTRICT, covering HERON HAVEN and with the DISTRICT as a named insured, such insurance to have limits of at least \$1.0 million per occurrence. An insurer's certificate of such insurance shall be provided by the MANAGER to the DISTRICT from time to time on reasonable demand of the DISTRICT.

8. INDEMNIFICATIONS. The MANAGER shall defend, indemnify, and hold the DISTRICT harmless from and against all costs and expenses, including court costs and attorneys fees, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the MANAGER'S negligence in the operation, maintenance, repair, management or regulation of HERON HAVEN, or improvements thereto for which the MANAGER has assumed responsibility under this AGREEMENT, except such personal injuries or property damages as may be caused by the sole negligence of the DISTRICT.

9. ASSIGNMENT. Neither of the PARTIES shall assign any rights or duties in this Agreement in whole or in part to any other person except with the prior written consent of the other party.

10. EFFECTIVE DATE. THIS AGREEMENT shall become effective upon the execution thereof by the PARTIES.

11. TERMINATION. THIS AGREEMENT also shall terminate in the event the MANAGER shall abandon HERON HAVEN, in the event of the MANAGER's filing of a bankruptcy petition, or in the event the MANAGER shall default in the performance of the provisions of THIS AGREEMENT and such default shall continue for more than 60 days after notice of such default has been mailed to the MANAGER by the DISTRICT via certified mail.

12. NOTICES. Written notices delivered by the MANAGER or the DISTRICT shall be effective upon the mailing thereof by certified mail to the other PARTY, at the address set forth below, or to such other address as a party may have provided in advance in a notice in writing mailed by certified mail to the other

PARTY.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands as of the date first above written.

**FRIENDS OF HERON HAVEN, a Nebraska
non-profit corporation**

Mailing address: _____

BY _____
PRESIDENT

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

8901 South 154th Street
Omaha, NE 68138-3621

BY _____
GENERAL MANAGER

EXHIBIT "A" (Three Tracts)

LEGAL DESCRIPTION (TRACT 1)

That part of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 5, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the SW corner of the SE $\frac{1}{4}$ of the SW 1.4 of said Section 5 said corner being an angle point on the South line of a tract of land described on a "Corporation Warranty Deed" recorded in Deed Book 1690 at Page 424 of the Douglas County Records and hereinafter called Tract 1; thence N89°40'19"W (assumed bearing) 248.63 feet on the South line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 5 and on the South line of said Tract 1 to the SW corner of said Tract 1; thence N06°54'14"W 276.70 feet on the West line of said Tract 1 to the South line of Old Maple Road; thence Northeasterly on the South line of Old Maple Road on a 542.69 foot radius curve to the right, chord bearing N84°48'21"E, chord distance 330.22 feet, an arc distance of 335.54 feet to a point of tangency; thence S77°28'53"E 186.54 feet on the South line of Old Maple Road to a point of curve; thence Northeasterly on the South line of Old Maple Road on a 465.25 foot radius curve to the left, chord bearing N81°40'40"E, chord distance 331.04 feet, an arc distance of 338.45 feet to the Easterly line of said Tract 1; thence S39°02'10"W 403.46 feet on the Easterly line of said Tract 1 to the SE corner thereof said corner being on the South line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 5; thence West 302.49 feet on the South line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 5 and on the South line of said Tract 1 to the point of beginning.

LEGAL DESCRIPTION (TRACT 2)

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5 together with part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, all in T15N, R12E of the 6th P.M., Douglas County, Nebraska, all more particularly described as follows: Beginning at the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 5; said corner being an angle point on the South line of a tract of land described on a "Corporation Warranty Deed" recorded in Deed Book 1690 at Page 424 of the Douglas County Records and hereinafter called Tract 2; thence East (assumed bearing) 302.49 feet on the South line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 5 and on the South line of said Tract 2 to the SE Corner of said Tract 2; thence N39°02'10"E 403.46 feet on the Easterly line of said Tract 2 to the South line of Old Maple Road; thence Northeasterly on the South line of Old Maple Road on a 465.25 foot radius curve to the left, chord bearing N57°06'38"E, chord distance 60.48 feet, an arc distance of 60.52 feet to the NW corner of Lot 6, Block 3, Lake Forest, an addition to the City of Omaha, as surveyed, platted and recorded in said Douglas County; thence S50°52'00"E 179.30 feet on the Westerly line of said Lot 6; thence S12°47'04"W 340.93 feet on the Westerly line of said Lot 6 to the NE corner of Lot 1, Lake Forest Estates, an addition to the City of Omaha, as surveyed, platted and recorded in said Douglas County; thence N88°00'03"W 263.60 feet on the Northerly line of said Lot 1; thence S54°30'47"W 45.70 feet on the Northwesterly line of said Lot 1; thence S01°01'38"E 320.63 feet on the West line of said Lot 1 to the North line of West Maple Road; thence N72°37'16"W 399.12 feet on the North line of West Maple Road to the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8; thence N00°29'16"E 311.58 feet on the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 to the point of beginning.

LEGAL DESCRIPTION (TRACT 3)

That part of the SW ¼ of Section 5, Township 15 North, Range 12 East of the 6th P.M. , Douglas County, Nebraska, described as follows: beginning at the point of intersection of the South line of said SW ¼ and the South ROW line of maple Street (or County Road No. 24-B); thence Northeasterly on the South ROW line of said Maple Street on a 322.91 foot radius curve to the left, chord bearing North 59°09'01"East (assumed bearing), chord distance 39.93 feet, an arc distance of 39.96 feet to a point of tangency; thence North 55°36'19" East on the South ROW line of said Maple Street, 375.53 feet to a point of curve; thence Northeasterly on the South ROW line of said Maple Street on a 542.69 foot radius curve to the right, chord bearing North 60°56'26" East, chord distance 100.43 feet, an arc distance of 100.55 feet; thence South 07°20'27" East, 282.65 feet to the South line of said SW ¼; thence South 89°52'15" West on the South line of said SW 1/4 , 468.06 feet to the point of beginning, except that part described as follows: Commencing at the Southwest corner of the Southwest ¼ of said Section 5; thence North 87°35'47" East (assumed bearing) along the South line of said Southwest ¼, 606.17 feet to a point on the Southerly ROW line of Old Maple Road, being the point of beginning; thence Northeasterly along said Southerly ROW line on a 322.91 foot radius curve to the left (chord bearing North 57°24'04" East, chord distance = 35.59 feet) an arc length of 35.61 feet; thence North 54°14'32" East, 149.18 feet along said Southerly line; thence South 35°45'28" East, 42.00 feet; thence South 54°14'32" West, 117.93 feet to a point on the South line of said SW ¼; thence South 87°35'47" West, 79.96 feet along said South line to the point of beginning.

Memorandum

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: October 6, 2005
Re: Addendum to Purchase Agreement w/ Lyman Richey Corporation for the Papio Dam Site 13 Project

The enclosed Purchase Agreement with the Lyman Richey Corporation (LRC) to acquire property impacted by the reservoir of Dam Site 13 (NE of 192nd and Dodge) was approved by the Board in December 2004 and executed on March 1, 2005. In addition, a first addendum to the purchase agreement was approved last month and is attached. However, since the original approval, several activities have taken place which altered provisions in the original purchase agreement and proposed easements. Therefore, enclosed for your consideration is a Second Addendum to the Purchase Agreement with LRC along with a Revised Cross-Easements Agreement.

A summary of the revisions in the Purchase Agreement and Cross-Easements Agreement are as follows:

- ☐ The final purchase price was recalculated based on the agreed upon price per acre of \$51,031.75 in the original agreement. Therefore, the final purchase price for 24.77 acres is \$1,264,056.40.
- ☐ Several easements previously included in the Pre-Closing Cross Easements Agreement were moved to the Cross-Easements Agreement, including LRC's Temporary Grading and Construction Easement and the NRD's Permanent Channel and Wetland Mitigation Easement. Revisions to the Channel and Wetland Mitigation Easement reflect the NRD's final Channel Mitigation plan submitted to the Corps for the 404 permit.
- ☐ In addition, other easements were added to the Cross-Easements Agreement. These easements include the right for Lyman-Richey or the City of Omaha to construct a Parking Lot on the future park property to be used jointly by LRC and the public. This latest plan for the park and future headquarters is shown in the attached drawing prepared by Kirkham Michael on July 18, 2005.

In conclusion, the District would acquire 24.77 acres from Lyman-Richey for the Dam Site 13 project and future regional park. Following this acquisition, the western-most portion of the property would still be sold to Dial for \$544,000 and the rest would be deeded to the City of Omaha or Elkhorn per the Inter-local agreement approved by the Board last month. Ultimately, these revisions don't alter the cost of the Dam Site 13 project as shown in the table below.

EXPENSE ITEM	COST (IN MILLIONS)	DATE DUE
Belgrade Property	3.5	March 15, 2005
HDR Engineering	0.4	0.2 in FY 05, 0.2 in FY 06
Dam Construction	2.4	FY 06
LRC Property	1.3	September 16, 2005
SUB-TOTAL	7.6	
Less Dial Contribution	1.0	December 15, 2005
Less Dial Property Purchase	0.5	
SUB-TOTAL	1.5	
FINAL NRD TOTAL	6.1	

Here is a proposed resolution to authorize the subject:

WHEREAS, on November 18, 2004, this Board of Directors determined that the District's project for purchase of rights-of-way and construction of a multi-purpose flood control dam and reservoir at the site of the formerly-proposed Corps of Engineers' Papillion Creek and Tributaries Lakes Project Dam Site 13, between Dodge and Blondo Streets and west of 192nd Street in Douglas County, would be of general benefit to the District, with only an incidental special benefit, and that such Dam Site 13 project should be carried out with general funds of the District; and,

WHEREAS, on December 9, 2004, this Board of Directors authorized the execution of a purchase agreement with Lyman Richey Corporation providing for the District's voluntary purchase of approximately 25 acres of land for such project, and providing for the exchange of certain easements, for a purchase price to be paid to Lyman-Richey Corporation in the sum of \$1,286,000, such purchase agreement being executed by the parties on or about March 1, 2005; and,

WHEREAS, on September 15, 2005, this Board of Directors authorized the execution of a First Addendum to Purchase Agreement, extending the closing of such purchase to October 28, 2005; and,

WHEREAS, additional modifications to the Purchase Agreement are necessary; and, therefore, a Second Addendum to Purchase Agreement, in the form as presented to this meeting, containing such modifications, including a reduction in the purchase price to be paid Lyman Richey Corporation to \$1,264,056.45, should be authorized and executed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Papio-Missouri River Natural Resources District hereby confirms that the District's Dam Site 13 project, including, without limitation, the purchase of lands from and an exchange of easements with Lyman-Richey Corporation, will be of general benefit to the District, with only an incidental special benefit, and that such Dam Site 13 project should be carried out with general funds of the District; and, accordingly, resolves that the General Manager should be, and is hereby, authorized and directed to execute for and on behalf of the District the proposed Second Addendum to Purchase Agreement between the District and Lyman-Richey Corporation together with such other and further documents, approved as to form by District legal counsel, that are either part of such Purchase Agreement as modified by such First Addendum and such Second Addendum, or are documents that the General Manager determines necessary to effectuate the transactions called for by such purchase agreement, as modified by such First Addendum and such Second Addendum.

PURCHASE AGREEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT DAM SITE 13 FLOOD CONTROL PROJECT

THIS AGREEMENT (hereinafter referred to as "**THIS AGREEMENT**") is entered into by and between **LYMAN-RICHEY CORPORATION**, a Delaware corporation (hereinafter referred to as the "**SELLER**"), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "**the NRD**").

WHEREAS, Lyman-Richey Corporation ("Seller") is currently the owner of a 38 acre tract of ground generally described as 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;

WHEREAS, the NRD desires to construct, operate and maintain a flood control dam on a portion of the aforementioned tract of ground;

WHEREAS, Seller intends to use a portion of the above-described tract of ground for the purpose of constructing a ready mixed plant, a corporate headquarters building consisting of approximately 50,000 square feet of usable office space, and other legitimate business purposes consistent with its existing trade or business;

WHEREAS, Seller acknowledges that the NRD has the ability to take the portion of the above-described real property by instituting an action in eminent domain;

WHEREAS, the NRD has threatened to take approximately 25 acres of the above-described real property by utilizing its powers of eminent domain;

WHEREAS, the parties have been engaged in time consuming and protracted negotiations with respect to the fair market value of the property which the NRD is seeking to utilize for the construction, operation and maintenance of the contemplated flood control dam;

WHEREAS, the NRD and Seller have arrived at a compromise value of Fifty-one Thousand Thirty-one and 75/100 Dollars (\$51,031.75) per acre for the approximately 25 acre tract which the NRD is seeking to obtain for its intended public purposes.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual promises, covenants and agreements hereinafter set forth, the SELLER hereby agrees to sell, convey and grant to the NRD, and the NRD hereby agrees to purchase and accept from the SELLER, the following described real property upon the following terms and conditions:

1. Property. The real property of the SELLER to be sold and granted to the NRD pursuant to THIS AGREEMENT (hereinafter referred to collectively as "the **PROPERTY**") consists of the following, to-wit:

a) Marketable fee simple title to the three tracts of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, containing 25.2 acres, more or less, and legally described in the legal description attached hereto as Exhibit "1" and incorporated herein by reference, provided, however, prior to the CLOSING, the legal description of the **PROPERTY** may be modified, at the election of the SELLER, to add to or subtract from the **PROPERTY** a parcel of land, abutting the division line between the **PROPERTY** and the SELLER'S remainder and not exceeding one-half acre, in order to comply with express requirements of or conditions imposed by the Omaha Planning Board, Omaha City Council, or other political or governmental subdivision with respect to the matters referred to in paragraph 12(a) and 12(b) of THIS AGREEMENT; and,

b) Easements, in the form as contained in the Cross-Easements Agreement attached hereto as Exhibit "A" and incorporated herein by reference, in, on, over and across the tract(s) of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described therein.

2. Consideration. The consideration the NRD agrees to pay to the SELLER for the PROPERTY is the sum of ONE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$1,286,000.00) except to the extent that that amount of money may be modified by reason of paragraphs 1(a) and/or 12 of this Agreement, relating to the issuance of a special use permit, zoning and platting of the Lyman-Richey Property. Any adjustments in the acreage of the PROPERTY made pursuant thereto shall result in a net reduction or increase in the aforesaid purchase price, as the case may be, at the rate of \$51,031.75 per acre.

3. Payment. The consideration for the PROPERTY shall be paid by the NRD to the SELLER at the time of the CLOSING in cash or its equivalent.

4. Deed and Easement. Marketable fee simple title to the portion of the PROPERTY to be conveyed to the NRD in fee simple absolute (described in Exhibit "1") shall be conveyed by the SELLER to the NRD by special warranty deed, free and clear of all leases, mortgages, taxes and other liens and encumbrances, except current year taxes (all such excepted items hereinafter being referred to collectively as "the **PERMITTED EXCEPTIONS**"). The Cross-Easements Agreement in the form as attached hereto as Exhibit "A" shall be executed in two counterparts by the NRD and the SELLER, and such executed counterparts shall be delivered by each of such parties to the other at the time of the CLOSING, the grants of such easements to be free and clear of all leases, mortgages, taxes and other liens and encumbrances except the PERMITTED EXCEPTIONS.

5. Pre-Closing Cross-Easements Agreement. At the same time as the execution of THIS AGREEMENT, the Pre-Closing Cross-Easements Agreement, in the form as attached hereto as Exhibit "B" and incorporated herein by reference, shall be executed in two counterparts by the NRD and the SELLER, and such executed counterparts shall be delivered by each of such parties to the other.

6. Dial Development Rights Agreement. At the same time as the execution of THIS AGREEMENT, the Development Rights Agreement with Dial Realty Development

Corp, a Nebraska corporation, 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154, in the form as attached hereto as Exhibit "C" and incorporated herein by reference, shall be executed in three counterparts by the NRD and the SELLER, and such executed counterparts shall be delivered by each of such parties to the other and to Dial Realty Development Corp.

7. Title Insurance. Within thirty (30) days after the effective date of THIS AGREEMENT, the SELLER shall order and deliver to the NRD a commitment for a title insurance policy for the PROPERTY. That commitment for title insurance shall be obtained from Nebraska Land Title and Abstract Company and the cost of the commitment and the eventual title policy shall be shared equally by SELLER and the NRD.

a) Such commitment shall be in the amount of the purchase price and shall show marketable fee simple title to the PROPERTY to be vested in the SELLER, 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 and which the SELLER may so remove at that time by using a portion of the purchase price to be paid at the CLOSING and including deposit of same for the SELLER'S account with the title insurer pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.

b) If the aforesaid commitment discloses any exceptions to title other than the PERMITTED EXCEPTIONS (hereinafter referred to as "the **NONPERMITTED EXCEPTIONS**"), the SELLER shall have thirty (30) days from the date of delivery of the commitment to the SELLER to have the **NONPERMITTED EXCEPTIONS** removed from the policy or commitment, or, at

the SELLER'S expense, to have the title insurer commit to insure against loss or damage that may be occasioned by such NONPERMITTED EXCEPTIONS.

c) If the SELLER 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 as to all of the PROPERTY or take the PROPERTY as title then is, in either case by giving the SELLER written notice of NRD'S election and, in the latter case, by tendering performance on the NRD's part. If the NRD fails to give notice of such election within thirty (30) days after the expiration of the aforesaid thirty (30) day period, then the NRD shall be deemed to have elected to take the PROPERTY as title then is, and this transaction shall close in accordance with the preceding provisions hereof. 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.

8. Real Estate Taxes. All real estate taxes on the PROPERTY which could become delinquent during the year in which the CLOSING occurs shall be pro-rated between the NRD and the SELLER as of the date of the CLOSING.

9. Survey. All surveys which the NRD may require in connection with the CLOSING of this transaction, shall be at the expense of the NRD.

10. Eminent Domain. Neither THIS AGREEMENT nor termination of THIS AGREEMENT by the SELLER or the NRD pursuant to any provision of THIS AGREEMENT shall be deemed to estop the NRD from instituting an action in eminent domain in the future to acquire the PROPERTY, or any portion thereof, more than one year after the date of execution of THIS AGREEMENT. In the event that the NRD institutes an action in eminent domain as authorized by the terms and provisions of this

paragraph, the parties hereto specifically understand, covenant and agree that the agreed fair market value for the PROPERTY being condemned by the NRD shall be no less than the sum of ONE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$1,286,000.00).

11. Closing. This transaction shall be closed upon a date and at a time to be designated in a written 30-day notice mailed by the SELLER to the NRD, referred to as "the CLOSING"), and, except as otherwise specified in THIS AGREEMENT, the CLOSING date shall occur no sooner than March 18, 2005 and no later than September 16, 2005, provided however, the CLOSING shall not in any event occur prior to the issuance by the City of Omaha of a special use permit, platting or zoning change having the effect of permitting the SELLER to construct a headquarters office building on the remainder of the SELLER'S property in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska. 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 NRD and the SELLER.

12. Conditions of Closing. The parties hereto specifically understand, covenant and agree that the CLOSING of the purchase and sale transaction evidenced by this Purchase Agreement shall be specifically conditional upon fulfillment of the following conditions either prior to or simultaneously with the CLOSING:

- (a) The issuance by the City of Omaha of a special use permit or zoning change having the effect of permitting the SELLER to construct a headquarters office building on the remainder of SELLER'S property in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska; and
- (b) The granting by the City of Omaha of an administrative lot split or other appropriate platting of the portion of the real property defined in the preceding subparagraph to permit the construction of a separate headquarters building on the remainder of SELLER'S property or the possible sale of that property to a third party purchaser.

- (c) The execution of the previously mentioned Cross Easements Agreement (Exhibit A), Pre-Closing Easement Agreement (Exhibit B) and Development Rights Agreement (Exhibit C).

13. Delivery of possession. Possession of the PROPERTY shall be delivered to the NRD at the closing or at such other time as may be agreed upon in writing by the NRD and the SELLER.

14. Environmental Contamination. Notwithstanding any other provision of THIS AGREEMENT, the NRD shall be afforded a period of sixty (60) days from and after the effective date of THIS AGREEMENT to conduct or obtain its own environmental assessment of the PROPERTY at the NRD's sole cost and expense. If, during such sixty (60) day period, the General Manager of the NRD, in the exercise of his sole discretion, determines that the expected costs to the NRD of clean-up of and response to existing environmental contamination of the PROPERTY probably will exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), he shall give written notification to the SELLER of such determination, whereupon either party may terminate this Agreement.

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

16. Exchange Cooperation. The parties agree that either or both of them may assign THIS AGREEMENT to a nominee or qualified intermediary ("NOMINEE") to act in its/his place as the buyer or seller of the PROPERTY in order to effectuate a deferred like-kind exchange or a reverse like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. Such an assignment shall be made in writing by the assigning party. Upon assignment of THIS AGREEMENT to NOMINEE and NOMINEE'S written assumption of assigning party's obligation herein, NOMINEE shall be substituted for the assigning party under THIS AGREEMENT as the buyer or seller of the PROPERTY, as the case may be. The non-assigning party agrees to accept the consideration and all other required performance of THIS AGREEMENT from

NOMINEE and to render its performance of all its obligations hereunder to NOMINEE. The non-assigning party agrees that the performance by NOMINEE will be treated as performance by the assigning party. The non-assigning party further agrees that any representations, warranties (whether explicit or implied), indemnities, obligations, and undertakings it makes to the assigning party or NOMINEE in connection with this transaction shall be treated as made directly to the assigning party and shall be fully enforceable by the assigning party notwithstanding the assigning party's assignment of THIS AGREEMENT.

17. Assignment. Except to the extent otherwise provided in paragraph 16 of THIS AGREEMENT, THIS AGREEMENT, and/or any interest of the SELLER hereunder, may not be assigned in whole or in part by the SELLER without the prior written consent of the NRD.

18. Entire agreement. THIS AGREEMENT contains the entire agreement between the parties, and each of the parties agree that neither the other party, nor any of officers, agents or employees of the other party, have made any representation or promise with respect to, or affecting the PROPERTY or THIS AGREEMENT not expressly contained herein.

19. Governing law. The provisions of THIS AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

20. Captions. The captions contained in THIS AGREEMENT are for convenience only and are not intended to limit or define the scope or effect of any provision of THIS AGREEMENT.

21. Time. Time is of the essence of THIS AGREEMENT.

22. Default. If either party shall default hereunder, the other party shall be entitled to enforce specific performance of THIS AGREEMENT or may terminate THIS AGREEMENT.

23. 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.

24. 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.

25. Tree Planting. The NRD agrees to seek the temporary postponement by the City of Omaha of the SELLER'S covenant requiring the SELLER to perform tree-planting along the western margin of the SELLER'S remaining land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

26. Screening Wall. The NRD agrees to encourage the City of Omaha to permit the SELLER to construct a screening wall along the western margin of the SELLER'S remaining land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

27. Lyman-Richey Wetlands Mitigation Dedication Area and Buffer Zone. The NRD agrees to relocate the SELLER'S existing Wetlands Mitigation Area and Buffer Zone [Declaration of Wetlands Mitigation Restrictions recorded on February 18, 2005 as Instrument No. 2005019086 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska] and agrees to assume the SELLER'S obligations to operate and maintain such area and zone, such obligations to be performed in conjunction with the NRD'S operation and maintenance of NRD channel and wetlands mitigation measures that the NRD will be required to install to compensate for channels and wetlands that will be lost as a result of the NRD'S construction of the DAM and RESERVOIR.

28. Storm Water Retention Pond Erosion. The NRD agrees to take measures to prevent erosion of the backslope of the SELLER'S storm water retention pond.

29. Survival of conditions. The terms and conditions of this AGREEMENT, and all covenants and agreements made herein, shall survive the CLOSING of this transaction, and shall not be deemed to have merged or terminated upon the CLOSING.

30. Effective Date. THIS AGREEMENT shall be effective upon its complete execution by both parties.

THIS AGREEMENT is executed by LYMAN-RICHEY on this 1ST day of MARCH, 2005.

LYMAN-RICHEY CORPORATION

4315 Cuming Street, Omaha, NE 68131

By

Kevin D. Schmidt
~~PATRICK J. GORUP~~ KEVIN D. SCHMIDT
~~President and Chief Executive Officer~~
EXECUTIVE VICE PRESIDENT + C.O.O.

ATTEST:

[Signature]
~~Corporate Secretary~~

[Signature]
Witness

THIS AGREEMENT is executed by the NRD on this 1ST day of MARCH, 2005.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

8901 South 154th Street, Omaha, NE 68138

By

[Signature]
STEVEN G. OLTMANS, General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

On this 1st day of MARCH, 2005, before me, a Notary Public,
~~Kevin D. Schmidt~~ Executive Vice ~~NC.20.~~
personally came the above-named ~~PATRICK J. GORUP~~, President of LYMAN-RICHEY
CORPORATION, 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 voluntary
act and deed as such officer and the voluntary act and deed of such corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Terry L. Kaminski
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

On this 1st day of MARCH, 2005, 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 voluntary act and deed as such officer and the voluntary
act and deed of such natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.



Terry L. Kaminski
Notary Public

CROSS-EASEMENTS AGREEMENT

THIS AGREEMENT ("**THIS AGREEMENT**") is entered into by and between **LYMAN-RICHEY CORPORATION**, a Delaware corporation ("**LYMAN-RICHEY**"), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("the **NRD**").

WHEREAS, the NRD intends to construct, operate and maintain a flood control dam ("the **DAM**") in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, which will create a reservoir ("the **RESERVOIR**") in said section having a flood pool ("the **REGULATED FLOOD POOL**") that will be designed to impound flood waters to 1,174.0 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 ("**NGVD**"), and having a maximum flood pool ("the **MAXIMUM FLOOD POOL**") that will be designed to impound flood waters to 1,180.0 feet above mean sea level, NGVD; and,

WHEREAS, a portion of the **RESERVOIR** is or will be located on the tract of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska (hereinafter referred to collectively as "the **NRD PARCEL**"), referred to and

legally described in the legal description attached hereto as Exhibit "1" and incorporated herein by reference; the NRD PARCEL being purchased by the NRD from LYMAN-RICHEY for construction, operation and maintenance of the DAM and RESERVOIR; and,

WHEREAS, LYMAN-RICHEY owns certain additional parcels of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska (collectively, "the LYMAN-RICHEY PARCEL"), adjacent to the NRD PARCEL and described in the legal description attached hereto as Exhibit "2" and incorporated herein by reference; and,

WHEREAS, the parties desire to grant to each other certain permanent easements, hereinafter described.

IN CONSIDERATION of the foregoing recitals and the mutual covenants of the parties hereinafter set forth, the parties hereby grant and agree as follows:

**SECTION A
PERMANENT DRAINAGE DEVICE AND FLOWAGE EASEMENTS**

WHEREAS, LYMAN-RICHEY desires permanent easements over the NRD PARCEL for certain drainage device outlets and the flowage therefrom.

NOW, THEREFORE, the NRD does hereby grant to LYMAN-RICHEY the permanent right to enter the NRD PARCEL from time to time and therein operate, maintain, repair, replace and re-construct, the following drainage device appurtenant to LYMAN-RICHEY'S aggregate storage yard, as such device or portions thereof may now be configured and situated, in whole or part, in, on, under, over and across the NRD PARCEL, to-wit: The twelve inch (12") pump discharge pipe running and extending in a northwesterly direction from the groundwater and rainwater collection sump in LYMAN-RICHEY'S aggregate storage yard on the LYMAN-RICHEY PARCEL; together with the permanent right to flow the respectively-described waters from such device, over and across the NRD PARCEL and into the RESERVOIR; provided however, LYMAN

RICHEY shall keep such discharge pipe in operating condition and, if such device, or the respective originating sump pump, basin or outlet, or the maintenance or use thereof for the respectively-described purposes, shall be abandoned by LYMAN-RICHEY, the above-described permanent easement, at the NRD'S election, shall be deemed to be terminated, and any portions of such device located on the NRD PARCEL shall be removed by LYMAN RICHEY without expense to the NRD and properly de-commissioned; and, provided, further, that LYMAN RICHEY shall not discharge into the RESERVOIR, through any such drainage device, any sewage, animal waste, or any hazardous substance regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sections 9601-9675).

SECTION B

PERMANENT FLOWAGE EASEMENTS AND RESTRICTIVE COVENANTS

WHEREAS, the NRD desires the permanent right to inundate portions of the LYMAN-RICHEY PARCEL with flood waters and sediment impounded by the DAM from time to time, and desires other restrictions and covenants governing the LYMAN-RICHEY PARCEL.

NOW, THEREFORE, LYMAN-RICHEY does hereby grant to the NRD a permanent flowage easement and does hereby agree to certain permanent restrictive covenants, as follows:

1. The NRD shall have the perpetual power, privilege, right and authority to periodically flow and overflow waters and sediment upon, and inundate, all areas of the LYMAN-RICHEY PARCEL that, either now or hereafter, are within the MAXIMUM POOL or have a ground surface elevation lower than 1,180.0 feet above mean sea level, NGVD.

2. LYMAN-RICHEY shall not construct or maintain structures, fixtures or other improvements in the areas of the LYMAN-RICHEY PARCEL

that, either now or hereafter, are within the REGULATED FLOOD POOL or have a ground surface elevation lower than 1,174.0 feet above mean sea level, NGVD.

3. LYMAN-RICHEY shall not place any further earthen or other fill in any areas of the LYMAN-RICHEY PARCEL that, either now or hereafter, are within the MAXIMUM POOL or have a ground surface elevation lower than 1,180.0 feet above mean sea level, NGVD.

SECTION C EASEMENT FOR SANITARY SEWER, WATER MAIN AND NATURAL GAS LINE

LYMAN-RICHEY is hereby granted an easement across the NRD PARCEL for the purpose of connecting to contemplated interceptor sewer, sanitary sewer, water main and natural gas line appropriate to service the contemplated headquarters building referred to in this Agreement. LYMAN-RICHEY is hereby granted a permanent easement Twenty (20) feet in width and a construction easement Sixty (60) feet in width for the installation and maintenance of such interceptor sewer, sanitary sewer, water main and natural gas line connections. The exact location of such construction easement and permanent easement shall be more specifically defined by a survey to be completed by Kirkham Michael & Associates which will be subject to the approval of both LYMAN-RICHEY and the NRD (such approvals to not be withheld or delayed unreasonably).

SECTION D CONSTRUCTION OF FENCE ALONG THE WESTERN BOUNDARY OF THE LYMAN-RICHEY PARCEL

The parties hereto specifically understand, covenant and agree that as partial consideration for the mutual promises, covenants and agreements set forth in this Cross-Easements Agreement, the NRD will construct a Five (5) foot high woven wire fence with wood or steel posts fence along the western boundary of the LYMAN-RICHEY PARCEL designed to serve as a security fence for LYMAN-RICHEY and its business interests. The parties hereto further understand, covenant and agree that the NRD shall

erect and maintain that fence consistent with the general provisions of THIS AGREEMENT. LYMAN-RICHEY shall be permitted to affix appropriate warning signs on the security fence to inform invitees of the NRD PARCEL that anyone scaling the fence and entering the LYMAN-RICHEY PARCEL shall be trespassing.

SECTION E CHANNEL AND WETLAND MITIGATION

WHEREAS, the NRD will be required to install channel and wetlands mitigation measures to compensate for channels and wetlands that will be lost as a result of the NRD'S construction of the DAM and RESERVOIR; and,

WHEREAS, such mitigation measures could advantageously be constructed in the RESERVOIR on ground below 1,180.0 feet above mean sea level.

NOW, THEREFORE, the parties hereto specifically understand, covenant and agree that the NRD shall be and is hereby granted an easement across that portion of the LYMAN-RICHEY PARCEL easterly of LYMAN-RICHEY'S proposed headquarters building site that, after completion of the LYMAN-RICHEY GRADING WORK and the NRD GRADING WORK, will have a ground surface elevation lower than 1,180 feet above mean sea level, NGVD, for the purpose of constructing, installing, maintaining and replacing channel and wetland mitigation measures necessitated by and incident to construction of the of the DAM and RESERVOIR, plus the NRD shall be and is hereby granted an easement for ingress and egress over a 20 foot wide corridor adjacent to and on the upstream side of said 1,180 foot contour line. The plans for such measures shall be submitted to LYMAN-RICHEY for its approval, such approval to not be withheld or delayed unreasonably. Prior to entering the LYMAN-RICHEY PARCEL to construct, install, maintain or replace any such channel and wetland mitigation measures, the NRD shall give LYMAN-RICHEY reasonable advance notice of such activity, and within a reasonable time after the NRD'S completion of such activity, the NRD shall repair any damage caused during such activity to LYMAN-RICHEY'S improvements in such 20 foot wide ingress and egress corridor, which improvements shall be limited to grasses. In

no event shall the west line of such 20 foot wide corridor be within 5 feet of the Headquarters Building referred to in this Agreement.

SECTION F ADDITIONAL PROVISIONS

The following additional provisions shall govern THIS AGREEMENT, to-wit:

1. THIS AGREEMENT shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their successors and assigns. The contemplated benefits shall specifically include, but not be limited to, the designated portions of THIS AGREEMENT dealing with the anticipated preparation for and construction of a headquarters building by LYMAN-RICHEY and the parties specifically understand, covenant and agree that those benefits shall be assignable to LYMAN-RICHEY'S successors and assigns.

2. THIS AGREEMENT contains the entire agreement between the parties. Each of the parties agrees that neither the other party, nor any officers, agents or employees of the other party, have made any representations or promises with respect to or affecting THIS AGREEMENT not expressly contained herein.

3. The consideration stated herein shall constitute payment in full for all damages sustained by a party and its successors and assigns by reason of the exercise by the other party of any of the rights or privileges herein expressly granted or reasonably implied.

4. Time is of the essence of THIS AGREEMENT.

5. Whenever THIS AGREEMENT calls for the approval of the NRD, such approval may be granted by the General Manager of the NRD.

6. Whenever THIS AGREEMENT calls for the approval of LYMAN-RICHEY, such approval may be granted by either Patrick J. Gorup, Chief

Executive Officer, or Kevin Schmidt, Chief Operating Officer of LYMAN-
RICHEY, or their respective successors.

7. THIS AGREEMENT shall be effective upon its complete execution
by the parties.

THIS AGREEMENT is executed by LYMAN-RICHEY on this ____ day of
_____, 2005.

LYMAN-RICHEY CORPORATION
4315 Cuming Street, Omaha, NE 68131

By _____
KEVIN D. SCHMIDT
Executive Vice President and C.O.O.

ATTEST:

Corporate Secretary

THIS AGREEMENT is executed by the NRD on this ____ day of March, 2005.

**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 DOUGLAS)

On this _____ day of March, 2005, before me, a Notary Public, personally came the above-named KEVIN D. SCHMIDT, EXECUTIVE VICE PRESIDENT AND C.O.O. of LYMAN-RICHEY CORPORATION, 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 voluntary act and deed as such officer and the voluntary act and deed of such corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

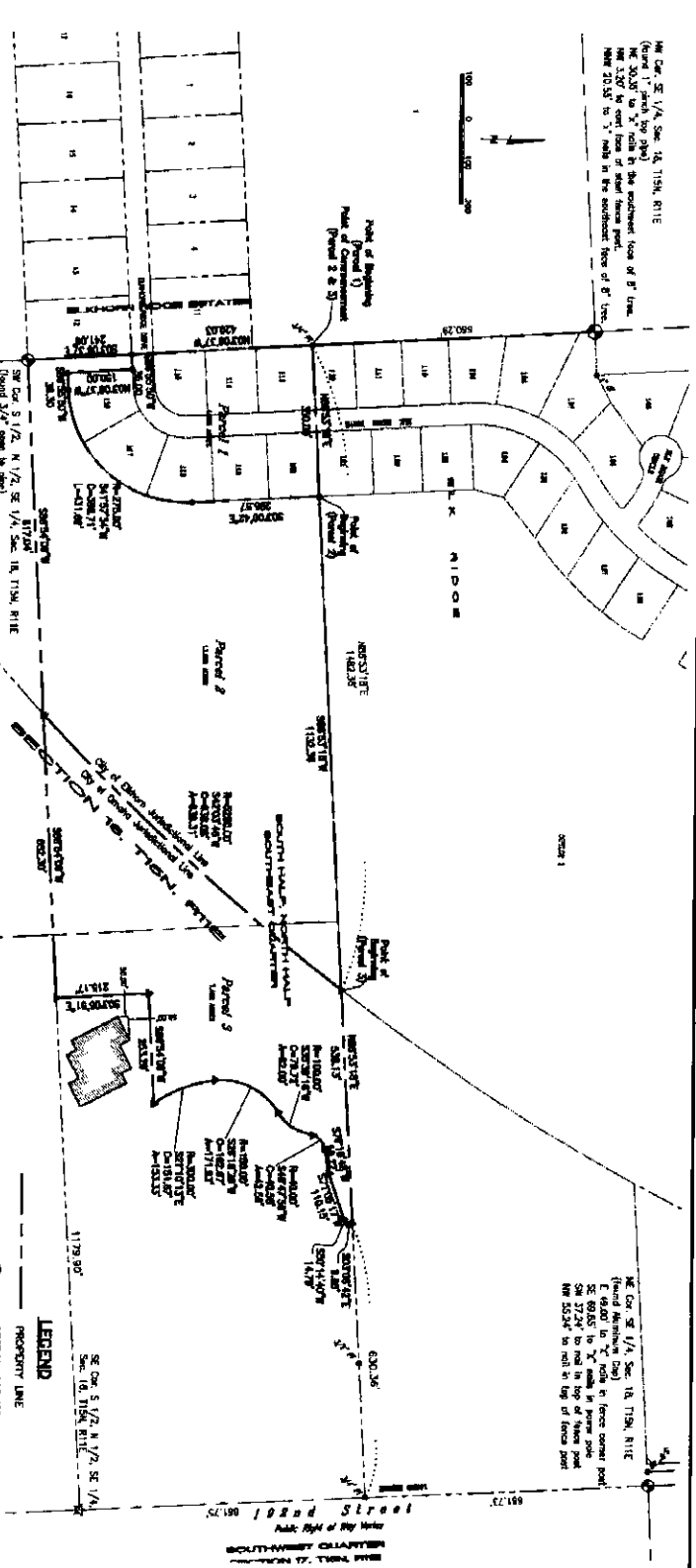
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this _____ day of March, 2005, 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 voluntary act and deed as such officer and the voluntary act and deed of such natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public



THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE SOUTH $89^{\circ}56'38.5''$ WEST ALONG THE NORTH LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 309.80 FEET; THENCE SOUTH $03^{\circ}08'31''$ EAST, A DISTANCE OF 337.00 FEET; THENCE NORTH $87^{\circ}25'39.5''$ EAST, A DISTANCE OF 290.97 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE NORTH $00^{\circ}06'43.75''$ EAST ALONG THE SAID EAST LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 323.74 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR RIGHT OF WAY PURPOSES.

AND EXCEPT THAT PART DEEDED TO DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18.

AND EXCEPT THE THREE TRACTS OF LAND REFERRED TO AND LEGALLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "1" AND INCORPORATED HEREIN BY REFERENCE

EXHIBIT "2"

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DAM SITE 13 FLOOD CONTROL PROJECT**

PRE-CLOSING CROSS-EASEMENTS AGREEMENT

THIS AGREEMENT ("**THIS AGREEMENT**") is entered into by and between **LYMAN-RICHEY CORPORATION**, a Delaware corporation ("**LYMAN-RICHEY**"), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("the **NRD**").

IN CONSIDERATION of the following recitals and the mutual covenants of the parties hereinafter set forth, the parties grant and agree that, prior to and in anticipation of the closing of the NRD'S purchase from LYMAN-RICHEY of the tract of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska (hereinafter referred to collectively as "the **NRD PARCEL**"), referred to and legally described in the legal description attached hereto as Exhibit "1" and incorporated herein by reference, and for a period of three years from and after the effective date of THIS AGREEMENT, the parties shall temporarily have and enjoy the following reciprocal rights and obligations:

SECTION A
LYMAN-RICHEY TEMPORARY GRADING EASEMENT

WHEREAS, the NRD intends to construct, operate and maintain a flood control dam ("the **DAM**") on a parcel of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, adjacent to the NRD PARCEL, which will create a reservoir ("the **RESERVOIR**") having a flood pool ("the **REGULATED FLOOD POOL**") that will be designed to impound flood waters to 1,174.0 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 ("**NGVD**"), and having a maximum flood pool ("the **MAXIMUM FLOOD POOL**") that will be designed to impound flood waters to 1,180.0 feet above mean sea level, NGVD; and,

WHEREAS, LYMAN-RICHEY intends to simultaneously borrow earthen materials from, fill earthen materials on, and re-grade certain portions of, the NRD PARCEL and remaining parcels of land owned by LYMAN-RICHEY in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska (collectively, "the **LYMAN-RICHEY PARCEL**"), adjacent to the NRD PARCEL and described in the legal description attached hereto as Exhibit "2" and incorporated herein by reference; and,

WHEREAS, LYMAN-RICHEY desires to transport earthen materials between the LYMAN-RICHEY PARCEL and the NRD PARCEL (collectively, "the **COMBINED PARCELS**"), deposit such earthen materials as fill on the COMBINED PARCELS, and re-grade the COMBINED PARCELS as a unit, all according to a written grading plan ("the **LYMAN-RICHEY GRADING PLAN**") to be prepared by LYMAN-RICHEY and approved by the NRD, such borrowing, filling and grading by LYMAN-RICHEY on the COMBINED PARCELS hereinafter being referred to collectively as "the **LYMAN-RICHEY GRADING WORK**"

NOW, THEREFORE the NRD does hereby agree, as follows:

1. Prior to performing the LYMAN-RICHEY GRADING WORK, LYMAN-RICHEY shall retain a professional engineer to prepare the LYMAN-

RICHEY GRADING PLAN and submit the same to the NRD for approval (such approval to not be withheld or delayed unreasonably).

2. The LYMAN-RICHEY GRADING WORK to be specified in the LYMAN-RICHEY GRADING PLAN includes:

a. Borrowing and filling of earthen material in that area of the COMBINED PARCELS that (if the LYMAN-RICHEY GRADING WORK was not performed) would be ground covered by the full extents of the REGULATED FLOOD POOL; provided, however, such borrowing and filling in that area of the COMBINED PARCELS shall be balanced so that the total compacted volume of fill permanently placed in such area does not exceed the total volume of earthen materials in place permanently borrowed and removed from such area, such balancing being intended to prevent the GRADING WORK from resulting in a net loss of design flood storage volume of the REGULATED FLOOD POOL portion of the RESERVOIR, i.e. the portion of the RESERVOIR above 1,165.0 feet above mean sea level and below 1,174.0 feet above mean sea level, NGVD; and,

b. Borrowing and filling of earthen material in that area of the COMBINED PARCELS that (if the LYMAN-RICHEY GRADING WORK was not performed) would be ground (external to the REGULATED FLOOD POOL) covered by the full extents of the MAXIMUM FLOOD POOL; provided, however, such borrowing and filling in such area of the COMBINED PARCELS shall be balanced so that the total compacted volume of fill permanently placed in such area does not exceed the total volume of earthen materials in place permanently borrowed and removed from such area, such balancing being intended to prevent the LYMAN-RICHEY GRADING WORK from resulting in a net loss of design flood storage volume of the MAXIMUM FLOOD POOL, i.e., the portion of the

RESERVOIR above 1,174.0 feet above mean sea level and below 1,180.0 feet above mean sea level, NGVD; and,

c. Borrowing and filling earthen material in that area of the COMBINED PARCELS that is external to the MAXIMUM FLOOD POOL, i.e., ground having a surface elevation above 1,180.0 feet above mean sea level, NGVD (if the LYMAN-RICHEY GRADING WORK was not performed).

d. Borrowing and filling of earthen material in the COMBINED PARCELS sufficiently to raise the contemplated site for LYMAN-RICHEY'S new headquarters building to an elevation that will permit the construction of that new headquarters building and the granting of the required permits and licenses to construct such a building

3. The LYMAN-RICHEY GRADING WORK shall be performed by or for LYMAN RICHEY pursuant to and in strict accordance with the NRD-approved LYMAN-RICHEY GRADING PLAN.

4. During the LYMAN-RICHEY GRADING WORK, LYMAN RICHEY shall not bring earthen materials, obtained elsewhere, into areas of the COMBINED PARCELS within the MAXIMUM FLOOD POOL, without the prior written approval of the NRD (such approval to not be withheld or delayed unreasonably).

5. Prior to the expiration of the term of THIS AGREEMENT, LYMAN-RICHEY shall restore the vegetative cover on all areas of the NRD PARCEL, disturbed by the LYMAN-RICHEY GRADING WORK, to the present condition of such vegetative cover prior to the commencement of the LYMAN-RICHEY GRADING WORK.

SECTION B NRD TEMPORARY GRADING EASEMENT

WHEREAS, the NRD desires the right to re-grade certain portions of, the LYMAN-RICHEY PARCEL and the NRD PARCEL in connection with its construction of the DAM and RESERVOIR, both prior to and during construction of the DAM.

NOW, THEREFORE LYMAN-RICHEY does hereby grant to the NRD a grading easement ("the **NRD GRADING EASEMENT**") consisting of the temporary right to re-grade portions of the NRD PARCEL and the LYMAN-RICHEY PARCEL pursuant to the grading plan being developed by HDR Engineering, Inc. ("the **NRD GRADING PLAN**"), which shall specifically be subject to the approval of LYMAN-RICHEY (such approval to not be withheld or delayed unreasonably).

SECTION C FLOWAGE EASEMENTS AND RESTRICTIVE COVENANTS

WHEREAS, the NRD desires the right to inundate portions of the LYMAN-RICHEY PARCEL with flood waters and sediment impounded by the DAM from time to time, and desires other restrictions and covenants governing the LYMAN-RICHEY PARCEL.

NOW, THEREFORE, LYMAN-RICHEY does hereby grant to the NRD a flowage easement and does hereby agree to certain temporary restrictive covenants, as follows:

1. During the term of THIS AGREEMENT, the NRD shall have the power, privilege, right and authority to periodically flow and overflow waters and sediment, detained by the DAM in the RESERVOIR, upon all areas of the LYMAN-RICHEY PARCEL and NRD PARCEL that, either before or after completion of the LYMAN-RICHEY GRADING WORK and NRD GRADING WORK have a ground surface elevation lower than 1,180.0 feet above mean sea level, NGVD.

2. During the term of THIS AGREEMENT, LYMAN-RICHEY shall not construct or maintain structures, fixtures or other improvements in the areas of the LYMAN-RICHEY PARCEL or NRD PARCEL that have a ground surface elevation lower than 1,174.0 feet above mean sea level, NGVD.

SECTION D CHANNEL AND WETLAND MITIGATION

WHEREAS, the NRD will be required to install channel and wetlands mitigation measures to compensate for channels and wetlands that will be lost as a result of the NRD'S construction of the DAM and RESERVOIR; and,

WHEREAS, such mitigation could advantageously be constructed in the RESERVOIR on ground below 1,180.0 feet above mean sea level.

NOW, THEREFORE, the parties hereto specifically understand, covenant and agree that the NRD shall be and is hereby granted an easement across that portion of the LYMAN-RICHEY PARCEL easterly of LYMAN-RICHEY'S proposed headquarters building site that, after completion of the LYMAN-RICHEY GRADING WORK and the NRD GRADING WORK, will have a ground surface elevation lower than 1,180 feet above mean sea level, NGVD, for the purpose of constructing, installing, maintaining and replacing channel and wetland mitigation measures necessitated by and incident to construction of the of the DAM and RESERVOIR, plus the NRD shall be and is hereby granted an easement for ingress and egress over a 20 foot wide corridor adjacent to and on the upstream side of said 1,180 foot contour line. The plans for such measures shall be submitted to LYMAN-RICHEY for its approval, such approval to not be withheld or delayed unreasonably. Prior to entering the LYMAN-RICHEY PARCEL to construct, install, maintain or replace any such channel and wetland mitigation measures, the NRD shall give LYMAN-RICHEY reasonable advance notice of such activity, and within a reasonable time after the NRD'S completion of such activity, the NRD shall repair any damage caused during such activity to LYMAN-RICHEY'S improvements in such 20 foot wide ingress and egress corridor, which improvements shall be limited to grasses. In no event shall the west line of such 20 foot wide corridor be within 5 feet of the Headquarters Building referred to in this Agreement.

SECTION E BOUNDARY TREES

WHEREAS, LYMAN-RICHEY has agreed to plant a number of trees adjacent to the common boundary between the NRD PARCEL and the LYMAN-RICHEY PARCEL; and,

WHEREAS, both parties understand and agree that the planting of those trees very well may occur after the effective date of THIS AGREEMENT, because of the practical consideration that the contemplated trees should not be planted prior to completion of the anticipated grading work.

NOW, THEREFORE, LYMAN-RICHEY specifically covenants and agrees to honor its contractual commitment to plant the trees called for in the Agreement between itself and the City of Omaha effective December 16, 2003, attached and incorporated herein by reference as Exhibit "3," and after completion of the work contemplated by the NRD GRADING PLAN, and to water and otherwise nurture the growth of those trees for a period of up to two years after the planting of same in order to make a good faith effort to see that those trees take root and grow as hoped for by both Lyman-Richey and the NRD. Lyman-Richey shall be and is hereby granted an easement across all that portion of the NRD PARCEL lying within Fifty Feet (50') of and adjacent to the western margin of LYMAN-RICHEY'S remaining land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, for the purpose of planting and watering said trees.

SECTION F ADDITIONAL PROVISIONS

The following additional provisions shall govern THIS AGREEMENT, to-wit:

1. THIS AGREEMENT shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their successors and assigns.

2. THIS AGREEMENT contains the entire agreement between the parties. Each of the parties agrees that neither the other party, nor any officers, agents or employees of the other party, have made any representations or promises with respect to or affecting THIS AGREEMENT not expressly contained herein.

3. The consideration stated herein shall constitute payment in full for all damages sustained by a party and its successors and assigns by reason of the exercise by the other party of any of the rights or privileges herein expressly granted or reasonably implied.

4. Time is of the essence of THIS AGREEMENT.

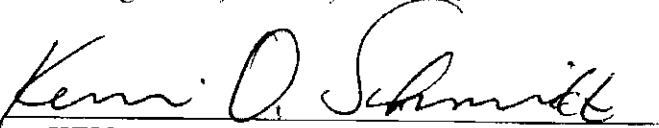
5. Whenever THIS AGREEMENT calls for the approval of the NRD, such approval may be granted by the General Manager of the NRD.

6. Whenever THIS AGREEMENT calls for the approval of LYMAN-RICHEY, such approval may be granted by either Patrick J. Gorup, Chief Executive Officer, or Kevin Schmidt, Chief Operating Officer of LYMAN-RICHEY, or their respective successors.

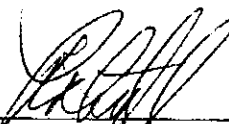

7. THIS AGREEMENT shall be effective upon its complete execution by the parties.

THIS AGREEMENT is executed by LYMAN-RICHEY on this 15th day of March, 2005.

LYMAN-RICHEY CORPORATION
4315 Cuming Street, Omaha, NE 68131

By 
KEVIN D. SCHMIDT
Executive Vice President and C.O.O.

ATTEST:


Corporate Secretary


THIS AGREEMENT is executed by the NRD on this 1st day of March, 2005.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

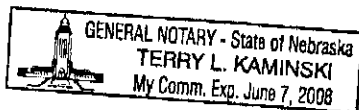
8901 South 154th Street, Omaha, NE 68138

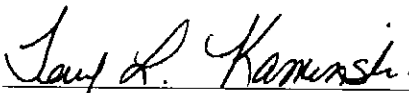
By 
STEVEN G. OLTMANS, General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 1st day of March, 2005, before me, a Notary Public, personally came the above-named KEVIN D. SCHMIDT, EXECUTIVE VICE PRESIDENT and C.O.O. of LYMAN-RICHEY CORPORATION, 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 voluntary act and deed as such officer and the voluntary act and deed of such corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

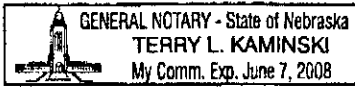



Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 1st day of March, 2005, 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 voluntary act and deed as such officer and the voluntary act and deed of such natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.



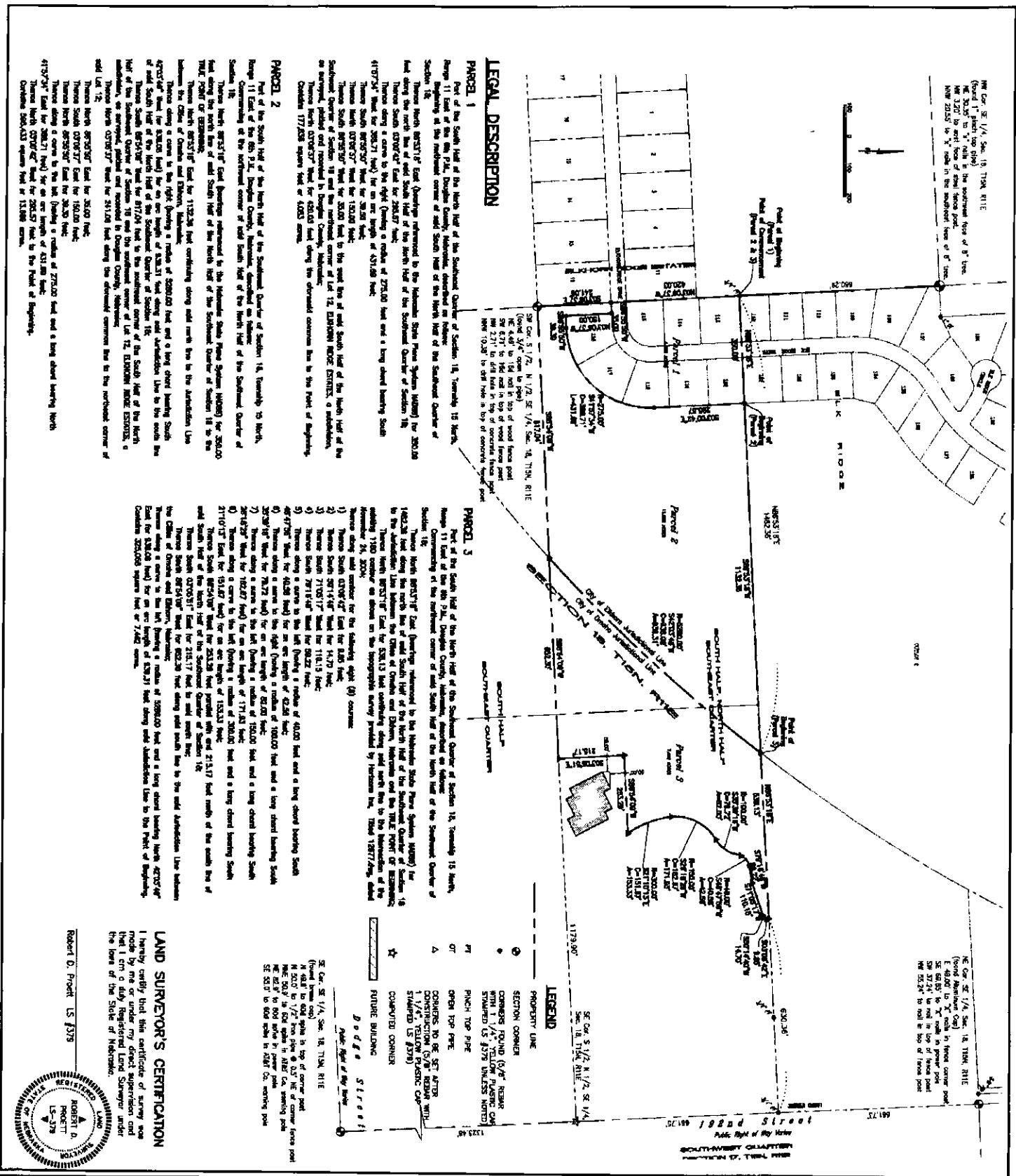
Terry L. Kaminski
Notary Public

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE SOUTH $89^{\circ}56'38.5''$ WEST ALONG THE NORTH LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 309.80 FEET; THENCE SOUTH $03^{\circ}08'31''$ EAST, A DISTANCE OF 337.00 FEET; THENCE NORTH $87^{\circ}25'39.5''$ EAST, A DISTANCE OF 290.97 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE NORTH $00^{\circ}06'43.75''$ EAST ALONG THE SAID EAST LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 323.74 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR RIGHT OF WAY PURPOSES.

AND EXCEPT THAT PART DEEDED TO DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18.

AND EXCEPT THE THREE TRACTS OF LAND LEGALLY DESCRIBED, AND REFERRED TO AS PARCEL 1, PARCEL 2 AND PARCEL 3, IN THE CERTIFICATE OF SURVEY PREPARED BY LAMP RYNEARSON & ASSOCIATES, INC., BOOK 96082, PAGE 15, DATED NOVEMBER 24, 2004, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "2"



CERTIFICATE OF SURVEY		Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027 (Ph) 402.496.2498 (Fax) 402.496.2730	
Job number - 56002-03-400 Book - 56002-15 Date - November 24, 2004 Sheet - 1 of 1		Pt. S 1/2, N 1/2, SE 1/4, Sec. 18, T15N, R11E, of the 8th P.M. DOUGLAS COUNTY, NEBRASKA	

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE SOUTH $89^{\circ}56'38.5''$ WEST ALONG THE NORTH LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 309.80 FEET; THENCE SOUTH $03^{\circ}08'31''$ EAST, A DISTANCE OF 337.00 FEET; THENCE NORTH $87^{\circ}25'39.5''$ EAST, A DISTANCE OF 290.97 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE NORTH $00^{\circ}06'43.75''$ EAST ALONG THE SAID EAST LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 323.74 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR RIGHT OF WAY PURPOSES.

AND EXCEPT THAT PART DEEDED TO DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18.

AND EXCEPT THE THREE TRACTS OF LAND REFERRED TO AND LEGALLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "1" AND INCORPORATED HEREIN BY REFERENCE

EXHIBIT "2"

Honorable President

and Members of the City Council,


The attached Ordinance approves an Easement Agreement between the City of Omaha and Lyman-Richey Corporation for the use of City owned park property located northwest of 192nd and Dodge. Lyman-Richey owns property north of the future community park site that the City owns and it is their intent to construct a new ready-mix production facility on their property. Access to 192nd Street is limited, so it is desirable to have just one access point that can serve both the park and the ready-mix facility. Lyman-Richey's engineer and City of Omaha staff have worked together to develop a plan for a shared entry road that would serve both the Lyman-Richey facility and the future park. The concrete road will be built on the park property by Lyman-Richey at their sole expense. They will grade the area so that it conforms to the future park improvement plans and Lyman-Richey will also provide a landscape buffer to screen the ready mix facility from the park. If a future corporate headquarters is built by Lyman-Richey, a shared parking lot may be constructed by Lyman-Richey on park property.

Under the terms of this Easement Agreement, the City of Omaha shall grant to Lyman-Richey a nonexclusive easement over and upon a portion of the City's property for the road and parking area. A nonexclusive easement is also granted over City property that is depicted as the "landscape buffer." We consider this agreement to be in the best interests of the City of Omaha and will help facilitate development of a future park.

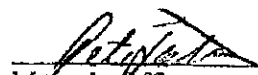
Your favorable consideration is requested.

Respectfully submitted,

Referred to City Council for Consideration

per 
Larry N. Foster, Acting Director
Parks, Recreation and Public
Property Department

10/22/03
Date


Mayor's Office
10/22/03
Date

AN ORDINANCE to approve easements on land to Lyman-Richey Corporation, a Delaware corporation for use of City park property, located northwest of 192nd and Dodge, for a shared paved road and a possible parking area for the benefit of both the City of Omaha and Lyman-Richey; to authorize the Mayor to execute the attached Easement Agreement; and to provide an effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the City of Omaha, notwithstanding the procedure outlined in Section 27-51 to 27-75 of the Omaha Municipal Code, will transfer to the Lyman-Richey Corporation, a Delaware corporation, easements in property legally described in the attached Easement Agreement negotiated between the parties.

Section 2. That the Mayor of the City of Omaha shall be authorized to execute the Easement Agreement attached to this ordinance.

Section 3. That this Ordinance, not being of legislative character, shall be in full force and take effect on the date of its passage.

INTRODUCED BY COUNCILMEMBER

James D. Valiga

APPROVED BY:

Mike Jahoy 12/18/03
MAYOR OF THE CITY OF OMAHA DATE

PASSED DEC 16 2003 as amended 7-0

ATTEST:

Debra Brown 12/18/03
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

Paul J. [Signature] 10/27/03
Asst CITY ATTORNEY DATE

Debra Brown
CITY CLERK

1416

part 1416
S

ORDINANCE NO. 3646

DEC 16 2003 - Ordinance read

Amendment 7-0 - Approved 7-0
Amendment 8-0 - Approved 7-0

Passed As Amended 7-0

AN ORDINANCE to approve easements on land to Lyman-Richey Corporation, a Delaware corporation for use of City park property, located northwest of 192nd and Dodge, for a shared paved road and a possible parking area for the benefit of both the City of Omaha and Lyman-Richey; to authorize the Mayor to execute the attached Easement Agreement; and to provide an effective date hereof.

16 ✓

PRESENTED TO COUNCIL

1st Reading NOV - 4 2003 - Hearing
11:45 a.m. present to City Council
File # 11-4.

Hearing NOV 18 2003 - Motion to
Capitalize the public hearing to
the 1st reading on 12/2/03
Passed 7-0
Final Reading DEC - 2 2003 - Motion
to pay over a week to 12/16/03
and continue the public hearing
passed 7-0

BUSTER BROWN
City Clerk

ACTIONS
OF HEARING
7-03
OF ORDINANCE

This Easement Agreement ("Agreement") is made and entered into this 16th day of December, 2003, by and between THE CITY OF OMAHA, a Municipal corporation of the State of Nebraska (herein "City"), and LYMAN-RICHEY CORPORATION, a Delaware corporation (herein "Lyman-Richey").

RECITALS

WHEREAS, Lyman-Richey is the owner of certain real property located north and west of the intersections of Dodge and 192nd Streets, Omaha, Nebraska, and identified on Exhibit "A" (the "Lyman-Richey Property"). City is the owner of certain real property located adjacent to the Southern boundary of the Lyman-Richey Property, legally described as set forth on Exhibit "B" (the "City Property"). The City Property is dedicated as a public park, except for ten (10) acres as depicted on Exhibit "B."

WHEREAS, Lyman-Richey desires to construct a Ready-Mix production facility on the Lyman-Richey property and plans to begin initial grading work and to commence construction of that production facility within the next ninety to one hundred twenty (90-120) days.

WHEREAS, the City plans to develop the City Property as a public park at some undetermined time in the future.

WHEREAS, the City has requested, and Lyman-Richey has agreed, to relocate its contemplated Ready-Mix production facility and other planned improvements to be constructed on the Lyman-Richey Property generally towards the eastern end of the Lyman-Richey Property, so as to be compatible with the planned development of the contemplated public park.

WHEREAS, the relocation of the planned improvements to be constructed on the Lyman-Richey Property and the topography of the Lyman-Richey Property and the City Property are

such that the parties have negotiated this Easement Agreement.

GAINES PANSING & HOGAN LLP
10250 REGENCY CIRCLE, SUITE 300
OMAHA, NE 68114-3728 47-0391049

City Property as more specifically depicted on that certain Conceptual Site Plan developed by Purdy & Slack, Architects, and to possibly construct a parking area on the City Property for the benefit of the Owner of the Lyman-Richey Property and the Owner of the City Property contingent upon the commencement and development of a Lyman-Richey corporate headquarters building.

WHEREAS, the contemplated concrete-paved road and parking area shall be located on and across the Lyman-Richey Property and on and across the City Property as more specifically legally described on Exhibit "C" (the "Easement Property").

WHEREAS, the paved road and parking area will provide ingress and egress and parking for both the Owners of the Lyman-Richey Property and the Owners of the City Property and will benefit the legal titleholders of the Lyman-Richey Property and the City Property and their respective employees, agents, customers, patrons, invitees and licensees, successors and assigns;

WHEREAS, the site plan attached hereto as Exhibit "D" and incorporated herein by reference depicts the design and layout of the Ready-Mix production facility, road, parking area and corporate headquarters building on the Lyman-Richey property and Easement areas which the parties have agreed upon.

NOW, THEREFORE, for the consideration recited herein and the following mutual promises, covenants and agreements, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

(b) Owner of the Lyman-Richey Property shall refer to Lyman-Richey and to its successors and assigns in ownership of the Lyman-Richey Property legally described on Exhibit "A" attached.

(c) The "Easement Property" shall refer to that part of the City Property legally described and shown in Exhibit "C" to this Agreement.

(d) "Parking Area" shall refer to that part of the Easement Property designated as "Parking Area" on Exhibit "E" attached to this Agreement.

(e) "Road" shall refer to that part of the Easement Property designated as the "Road" on Exhibit "F" attached to this Agreement.

(f) "Permittees" shall mean and refer to the Owner of the Lyman-Richey Property, the Owner of the City Property, and those persons who may be entitled from time to time to use and occupy the real property and improvements located on the Lyman-Richey Property and to use facilities that are part of the City Property, and their respective customers, employees, agents, licensees and invitees, but only to the extent authorized by the Owner of the Lyman-Richey Property and the Owner of the City Property.

(g) "Borrow Area" shall refer to that part of the City Property (including, without limitation, the Easement Property) designated as the "Borrow Area" on Exhibit "G" attached to this Agreement.

2. EASEMENTS GRANTED

The City hereby grants to Lyman-Richey as the Owner of the Lyman-Richey Property and its Permittees: (i) a nonexclusive easement over and upon the Road for the purpose of pedestrian and vehicular ingress and egress; (ii) a nonexclusive easement over and upon the Parking Area commencing upon construction and installation of a concrete-paved surface for purposes of vehicle parking; (iii) a nonexclusive easement to improve, repair, maintain and replace the road portion of the Easement Property for the uses described above; and (iv) a temporary easement of approximately fifty (50) feet on either side of the permanent easement for the Road, said temporary easement to be used during the period of time necessary to construct the contemplated Road.

The City hereby grants to Lyman-Richey and the Owner of the Lyman-Richey Property and its Permittees, a nonexclusive easement over and upon portions of the City Property depicted on Exhibit "H" attached hereto and incorporated herein by reference (the "Landscape Buffer") for the purpose of constructing, installing, operating, maintaining, repairing, replacing, preserving and renewing landscape buffers and set backs as may be required by the City Code or other governmental regulation to construct and maintain its facilities on the Lyman-Richey Property. The City covenants and agrees that Lyman-Richey shall be permitted to use the Landscape Buffer which lies between the Road and the Lyman-Richey Property, for purposes of establishing a landscape buffer to screen the Southern boundary of the Lyman-Richey Property from its customers, employees, agents, licensees and invitees who are anticipated to be using the City park ground to be developed on the City Property. In addition, the City will support Lyman-Richey's efforts to obtain a waiver of the 60-foot landscape requirement along the Southern boundary of the Lyman-Richey Property where the landscape requirement can be accommodated on the Landscape Buffer and directly to the south of the corporate headquarters in order to permit Lyman-Richey to more fully utilize the Lyman-Richey Property for its intended business purposes. Lyman-Richey agrees to otherwise comply with landscape buffer and set back requirements on the other Lyman-Richey Property boundaries and further agrees that if future development of the Lyman-Richey Property occurs which is not shown in the site plan, that the City may review the landscape buffering and screening in place on the Lyman-Richey Property and reasonably impose additional requirements for the new development. Lyman-Richey agrees to establish the buffer and plant appropriate nursery stock in the designated buffer area of trees within 12 months after commencement of its efforts to grade and improve the Lyman-Richey Property for construction of a Ready-Mix production facility. Such

contemplated under the terms of this Agreement until such time as the City develops a public park on the remainder of the City Property. Once the City commences development of the City Park, the obligation to maintain, repair and replace the vegetation and the landscape buffer described in this paragraph shall become the obligation of the City.

4. DIRT BORROW EASEMENT

The City hereby grants to Lyman-Richey a temporary easement over the Borrow Area to permit Lyman-Richey to move approximately 100,000 cubic yards of dirt from the Borrow Area to portions of the Lyman-Richey Property and the City Property in order to assist Lyman-Richey in facilitating the grading and site preparation work necessary for the construction of the Road and a Ready-Mix production facility on the Lyman-Richey Property. The Borrow Area and the contemplated temporary easement needed for permitting Lyman-Richey to remove the specified quantity of dirt from the Borrow Area to the Lyman-Richey Property are more specifically set forth on Exhibit "G" attached hereto and incorporated herein by reference. The removal of dirt from the Borrow Area by representatives and/or agents of Lyman-Richey shall be pursuant to the grading plan attached hereto as Exhibit "I" (the "Site Grading Plan") so that the remaining topography of the Borrow Area is consistent with the intended future use by the City of the City Property. Any resulting crop damage to the crops of an existing tenant who may be farming the City Property shall be paid for by Lyman-Richey. The parties hereto specifically understand and agree that the contemplated removal of dirt from the Borrow Area by Lyman-Richey for use by Lyman-Richey on the Lyman-Richey Property is intended to be mutually beneficial to the respective interests of Lyman-Richey and the City and is therefore compatible with the overall purposes and objectives of this Easement Agreement. Such temporary easement over the

the Lyman-Richey Property.

5. ROAD DEVELOPMENT

At such time as the Owner of the Lyman-Richey Property desires to improve the Easement Property with the Road, but in no event later than July 31, 2009, provided Lyman Richey owns the land, the Owner of the Lyman-Richey Property will submit a written improvement plan to the Owner of the City Property in respect to constructing the Road on the Easement Property with a concrete-paved road. Upon approval of the written improvement plan, the Owner of the Lyman-Richey Property shall have six (6) months from the date of such approval to improve the Road by constructing a concrete-paved road. Such approval shall not be unreasonably withheld and shall be promptly given. In the event that the City shall not give written approval or disapproval within forty-five (45) calendar days of submittal, such plans shall be deemed approved. Following such approval, the Owner of the Lyman-Richey Property may improve the Easement Property in accordance with the approved plan, which plan shall include without limitation, the right to construct, install, pave, grade and surface the Road. For so long as the Road is used by the Permittees of the Owner of the Lyman-Richey Property, the Owner of the Lyman-Richey Property shall be solely responsible for installation and maintenance of the Road.

6. HEADQUARTERS AND PARKING AREA DEVELOPMENT

If the Owner of the Lyman-Richey Property commences development and/or construction of its corporate headquarters on the Lyman-Richey Property (the "Headquarters"), which must be in accordance with the site plan, prior to the development by the City of park amenities on the City Property, the Owner of the Lyman-Richey Property shall be authorized to improve the

provided that such Permittees may not use such Parking Area for the parking of loaded concrete trucks unless the Parking Area has been designed and constructed to a load bearing capacity that exceeds that of loaded concrete trucks. For this purpose, if the Owner of the Lyman-Richey Property commences construction of its Headquarters and decides to improve the Parking Area, the Owner of the Lyman-Richey Property shall submit a written improvement plan to the Owner of the City Property in respect to improving the Parking Area with a concrete-paved surface. Such Parking Area improvement must meet or exceed City standards for parking lots located in City parks and must be sited in accordance with the site plan. The design of the contemplated written improvement plan shall be specifically subject to the approval of the City and the written improvement plan shall be submitted to the City no later than three (3) months before the Owner of the Lyman-Richey Property commences construction of the Headquarters on the Lyman-Richey Property, with the improvements to the Parking Area to be completed no later than one (1) year after approval of the written improvement plan. Such approval shall not be unreasonably withheld and shall be promptly given. In the event the City shall not give written approval or disapproval within forty-five (45) calendar days of submittal, such plan shall be deemed approved. Notwithstanding the foregoing, the Owner of the City Property may improve the Parking Area at any time at its sole cost and expense, by constructing a concrete-paved surface.

7. PARKING AREA MAINTENANCE

If the Parking Area is improved, the Owner of the City Property, at its expense, shall be responsible for maintenance, repair and replacement of the Parking Area. Such maintenance, repair and replacement, including, but not limited to, snow removal, striping, lighting and

Lyman-Richey Property desires maintenance, repair or replacement in excess of such City standard, the Owner of the Lyman-Richey Property shall notify the City of such additional services and amenities desired and agrees to pay, within thirty (30) days of billing, the additional cost charged by the City or its contractor for such additional services and amenities. In the event the Owner of the City Property fails or refuses to maintain, repair and replace the Parking Area as required by this Agreement, the Owner of the Lyman-Richey Property may, at its sole expense, after five (5) days written notice to the Owner of the City Property, accomplish such maintenance, repair or replacement, with the exception of snow removal which may be accomplished without notice.

8. SITE GRADING

At such time as the Owner of the Lyman-Richey Property commences development and/or construction of any improvements to the Lyman-Richey Property, the City hereby grants the Owner of the Lyman-Richey Property a temporary easement over and through the City Property for the purpose of removing fill materials from and grading the Borrow Area in accordance with its grading plan (the "Site Grading Plan"). For this purpose, the Owner of the Lyman-Richey Property shall submit a written Site Grading Plan to the Owner of the City Property. Such Site Grading Plan shall be submitted no less than thirty (30) days prior to such removal of fill materials or grading and shall identify the estimated cubic yards of fill materials to be removed from the Borrow Area and the estimated time for such removal, not to exceed three hundred sixty-five (365) days. If the City shall not give written approval or disapproval within forty-five (45) days of submittal, such Site Grading Plan shall be deemed approved; disapproval shall not be unreasonably withheld.

shall remain reasonably accessible for use by the Owner of the Lyman-Richey Property, the Owner of the City Property, and their respective Permittees.

10. ROAD MAINTENANCE

Except as otherwise provided herein, the Owner of the Lyman-Richey Property, at its expense, shall provide such maintenance, repair and replacement as may be necessary to maintain a clear, level, smooth, evenly covered, and appropriately striped Road. However, once the City commences development of the City park, the obligation to maintain, repair and replace the entrance boulevard off of 192nd Street shall exist with the City.

11. APPURTENANCES

Each and all of the easements and rights granted and created in this Agreement are appurtenances to the affected property, and none of the easements and rights may be transferred, assigned or encumbered except as appurtenances to such property. For purposes of such easements and rights, the property which is benefited shall constitute the dominant estate, and the specific areas and portions of the areas of the property which are burdened by such easements and rights shall be considered the servient estate.

12. BENEFIT OF THE EASEMENTS

Each and all of the easements, covenants, restrictions and provisions contained in this Agreement: (i) are made for the direct, mutual and reciprocal benefit of the Permittees of the Owner of the Lyman-Richey Property and the Owner of the City Property; and (ii) shall run with the land to the benefit and burden of the successors in interest of the Owner of Lyman-Richey Property and the Owner of the City Property.

13. PERPETUAL EASEMENTS

Except to the extent otherwise provided in paragraphs 2, 3, 4, and Exhibit "G" of this Easement Agreement, the mutual easements, covenants and agreements granted in this Agreement shall be perpetual.

Area shall be for the nonexclusive use by the Owner of the Lyman-Richey Property, the Owner of the City Property, and their respective Permittees, under the terms and conditions as may be mutually developed, adopted and/or amended by Lyman-Richey and City from time to time. The Owner of the Lyman-Richey Property hereby agrees to defend, indemnify and hold the Owner of the City Property harmless from and against any liabilities, causes of action, suits, claims and expenses (including, without limitation, reasonable attorneys fees) resulting or arising from the use of the Easement Property including the Parking Area under this Agreement by the Owner of the Lyman-Richey Property and/or its respective Permittees; provided, however, that the Owners of the Lyman-Richey Property shall have no obligation to defend, indemnify and hold the Owner of the City Property harmless from and against any liabilities, causes of action, suits, claims or expenses (including, without limitation, reasonable attorneys fees) resulting or arising from the negligence or willful misconduct of the Owner of the City Property or its respective Permittees. The Owner of the City Property hereby agrees to defend, indemnify and hold the Owner of the Lyman-Richey Property harmless from and against any liabilities, causes of action, suits, claims and expenses (including, without limitation, reasonable attorneys fees) resulting or arising from the use of the Easement Property including the Parking Area under this Agreement by the Owner of the City Property and/or its respective Permittees; provided, however, that the Owner of the City Property shall have no obligation to defend, indemnify and hold the Owner of the Lyman-Richey Property harmless from and against any liabilities, causes of action, suits, claims and expenses (including, without limitation, reasonable attorneys fees) resulting or arising from the negligence or willful misconduct of the Owner of the Lyman-Richey Property or its respective Permittees.

respective successors and assigns. No waiver or breach of any of the agreements, covenants or easements contained in this Agreement shall be construed so as to constitute a waiver of any other breach, or waiver, acquiescence in or other consent to any future or succeeding breach of the same or any other covenant or agreement. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

THE CITY OF OMAHA, a Municipal
corporation of the State of Nebraska,

APPROVED AS TO FORM:

Bill C. [Signature] 10/22/03
ASSISTANT CITY ATTORNEY

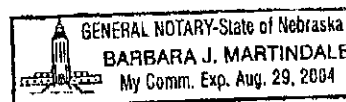
By Mike Fahey
Mike Fahey, Mayor

ATTEST:

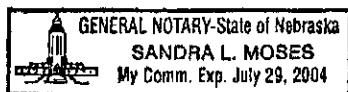
[Signature]
City Clerk

LYMAN-RICHEY CORPORATION, a
Delaware corporation

By [Signature]
Title President & CEO
[Signature]



The foregoing instrument was acknowledged before me this 18th day of December, 2003, by Mike Fahey, Mayor of THE CITY OF OMAHA, a Municipal corporation of the State of Nebraska, on behalf of the City.

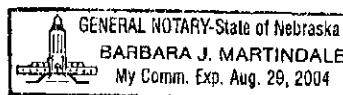


Sandra L. Moses
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of December, 2003, by Patrick Murphy, President & CEO of LYMAN-RICHEY CORPORATION, a Delaware corporation, on behalf of the corporation.

Barbara J. Martindale
Notary Public







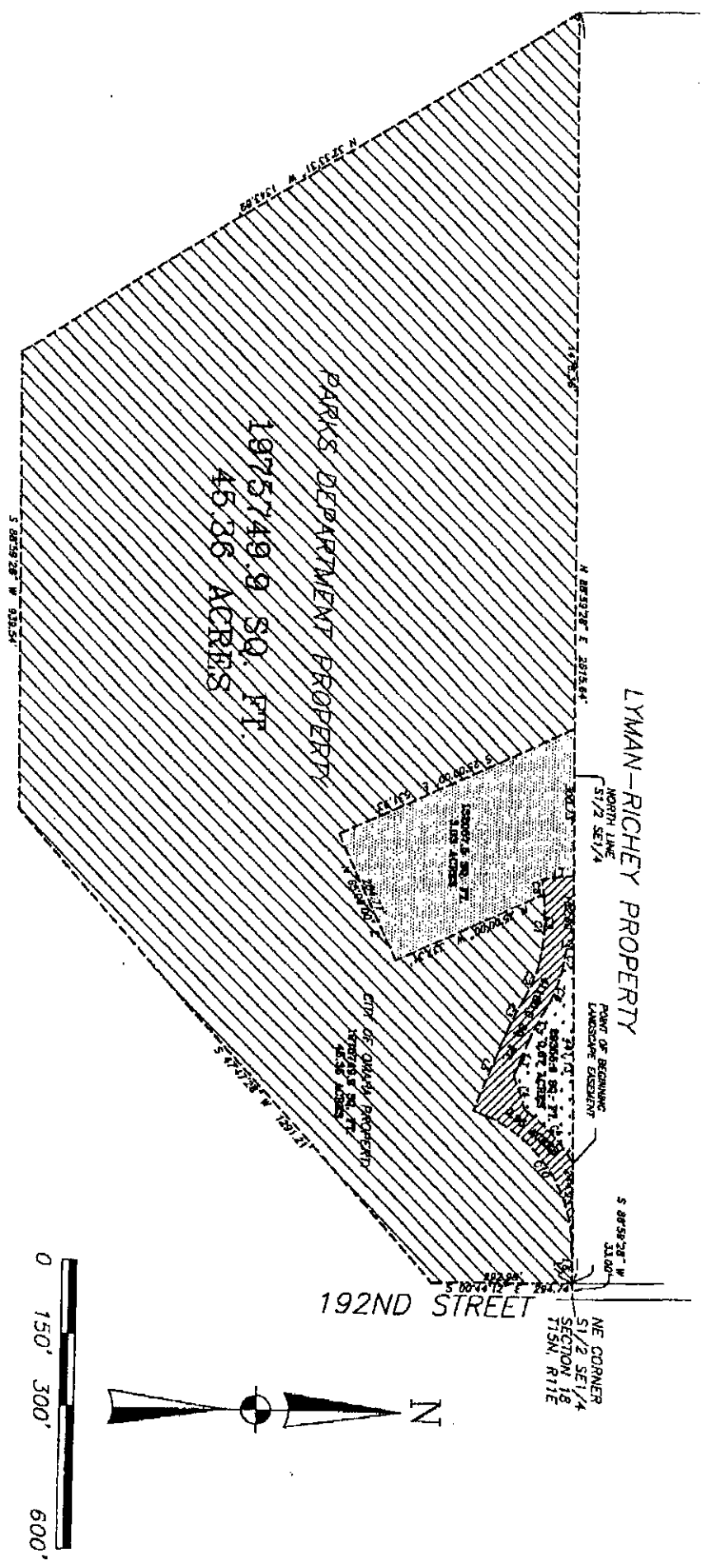
The South One-Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South One-Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 18, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska; EXCEPT that part more particularly described as follows: Beginning at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 18, Township 15 North, Range 11 East of the 6th P.M.; thence South $89^{\circ}56'38.5''$ West along the North line of the said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 15 North, Range 11 East of the 6th P.M., a distance of 309.80 feet; thence South $03^{\circ}08'31''$ East a distance of 337.00'; thence North $87^{\circ}25'39.5''$ East a distance of 290.97' to a point on the East line of the said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 18, Township 15 North, Range 11 East of the 6th P.M.; thence North $00^{\circ}06'43.75''$ East along the said East line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 18, Township 15 North, Range 11 East of the 6th P.M., a distance of 323.74' to the Point of Beginning; AND ALSO EXCEPT the East 33 feet thereof taken for right-of-way purposes.

A TRACT OF LAND LOCATED IN THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH PRINCIPAL MERIDIAN IN DOUGLAS COUNTY, NEBRASKA; EXCEPT THAT PART TAKEN FOR STREET AND HIGHWAY R.O.W., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 18; THENCE NORTH $00^{\circ}-02'-04''$ WEST A DISTANCE OF 50.10 FEET TO A POINT. THE POINT OF BEGINNING; THENCE NORTH $00^{\circ}-06'-20''$ WEST ALONG THE WEST LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18 FOR 1270.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18; THENCE NORTH $89^{\circ}-50'-38''$ EAST ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18 FOR 2616.06 FEET TO THE WEST R.O.W. LINE OF 192ND STREET, SAID POINT BEING 33.00 FEET WEST OF THE NE CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18; THENCE SOUTH $00^{\circ}-00'-00''$ EAST ALONG THE WEST R.O.W. LINE OF 192ND STREET 33.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 18 FOR 371.86 FEET; THENCE CONTINUE ALONG THE WEST R.O.W. LINE OF 192ND STREET SOUTH $09^{\circ}-27'-51''$ WEST FOR 52.48 FEET; THENCE CONTINUING ALONG THE WEST R.O.W. LINE OF 192ND STREET SOUTH $03^{\circ}-49'-31''$ WEST FOR 200.41 FEET; THENCE CONTINUING ALONG THE WEST R.O.W. LINE OF 192ND STREET SOUTH $00^{\circ}-00'-00''$ EAST FOR 500.00 FEET; THENCE CONTINUING ALONG THE WEST R.O.W. LINE OF 192ND STREET SOUTH $06^{\circ}-29'-00''$ WEST FOR 132.50 FEET TO THE NORTH R.O.W. LINE OF WEST DODGE ROAD; THENCE SOUTH $87^{\circ}-19'-00''$ WEST ALONG THE NORTH R.O.W. LINE OF WEST DODGE ROAD FOR 406.28 FEET; THENCE CONTINUING ALONG THE NORTH R.O.W. LINE OF WEST DODGE ROAD SOUTH $89^{\circ}-52'-57''$ WEST FOR 400.04 FEET; THENCE CONTINUING ALONG THE NORTH R.O.W. LINE OF WEST DODGE ROAD NORTH $84^{\circ}-23'-21''$ WEST FOR 301.53 FEET; THENCE CONTINUING ALONG THE NORTH R.O.W. LINE OF WEST DODGE ROAD SOUTH $89^{\circ}-49'-42''$ WEST FOR 100.08 FEET; THENCE CONTINUING ALONG THE NORTH R.O.W. LINE OF WEST DODGE ROAD SOUTH $84^{\circ}-10'-28''$ WEST FOR 301.19 FEET; THENCE CONTINUING ALONG THE NORTH R.O.W. LINE OF WEST DODGE ROAD SOUTH $89^{\circ}-54'-31''$ WEST 1071.09 FEET TO THE POINT OF BEGINNING; CONTAINING 75.574 ACRES MORE OR LESS.

BASIS OF BEARING BASED ON SOUTH LINE OF THE SOUTHEAST QUARTER FROM SURVEY DATED 11-27-1979.

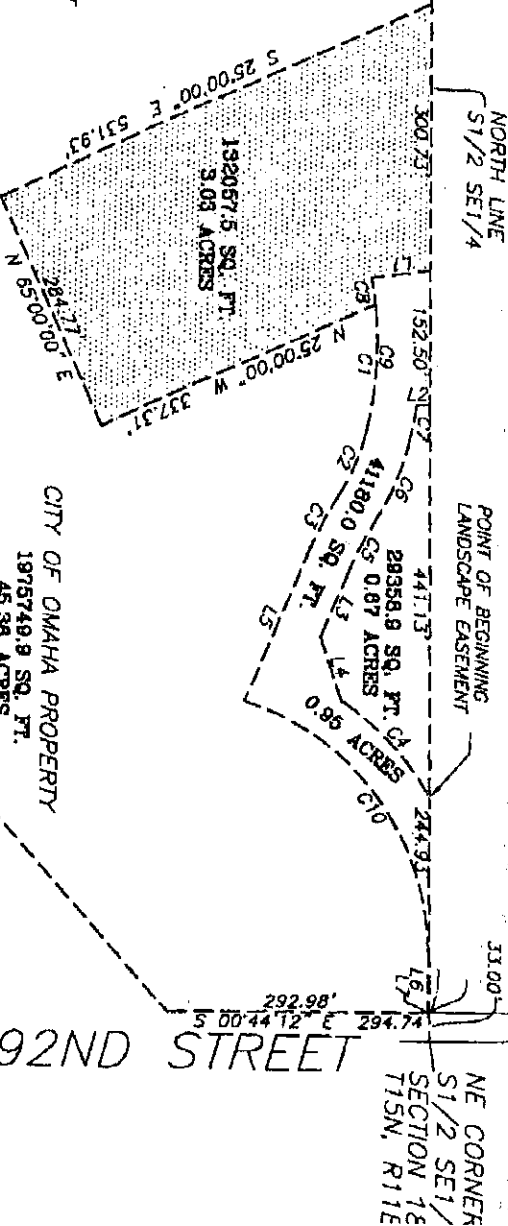
[illegible]

	TEMPORARY CONSTRUCTION EASEMENT
	TEMPORARY LANDSCAPE EASEMENT
	PERMANENT PARKING LOT EASEMENT
	PERMANENT WAREHOUSE/STORAGE EASEMENT



LYMAN-RICHEY PROPERTY

ARC LENGTH	CHORD LENGTH	CHORD BEARING	BEYON ANGLE
1476.36'	146.84'	S 88°59'28" E	2615.64'
147.58'	14.68'	S 88°59'28" E	1953.46'
74.08'	7.35'	S 87°24'35" E	1030.35'
74.02'	7.43'	N 63°02'04" W	1006.37'
144.50'	14.38'	N 46°21'06" E	2478.35'
68.70'	6.81'	N 63°02'04" W	1030.35'
90.55'	9.04'	S 87°24'35" E	1030.35'
45.86'	4.58'	S 79°36'29" E	1030.35'
31.24'	3.12'	N 61°09'20" E	6412.42'
178.82'	17.82'	N 88°59'28" E	2478.35'
316.87'	31.68'	N 53°07'12" E	7139.05'



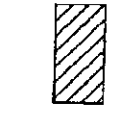
PERMANENT PARKING LOT EASEMENT

A TRACT OF LAND LOCATED IN THE S1/2 SE1/4 OF SECTION 18, T15N, R11E OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (ASSUMED BEARING), 871.56 FT. ON THE NORTH LINE OF SAID S1/2 SE1/4; THENCE S 88°59'28" W BEGINNING; THENCE S 07°34'41" E, 66.72 FT.; THENCE EASTERLY ON A 425.00 FT. RADIUS CURVE TO THE RIGHT, 31.24 FT. (LONG CHORD BEARS N 81°09'20" E, 31.23 FT.); THENCE S 25°00'00" E, 337.31 FT.; THENCE S 65°00'00" W, 284.77 FT.; THENCE N 88°59'28" E, 300.73 FT. ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 3.03 ACRES MORE OR LESS.



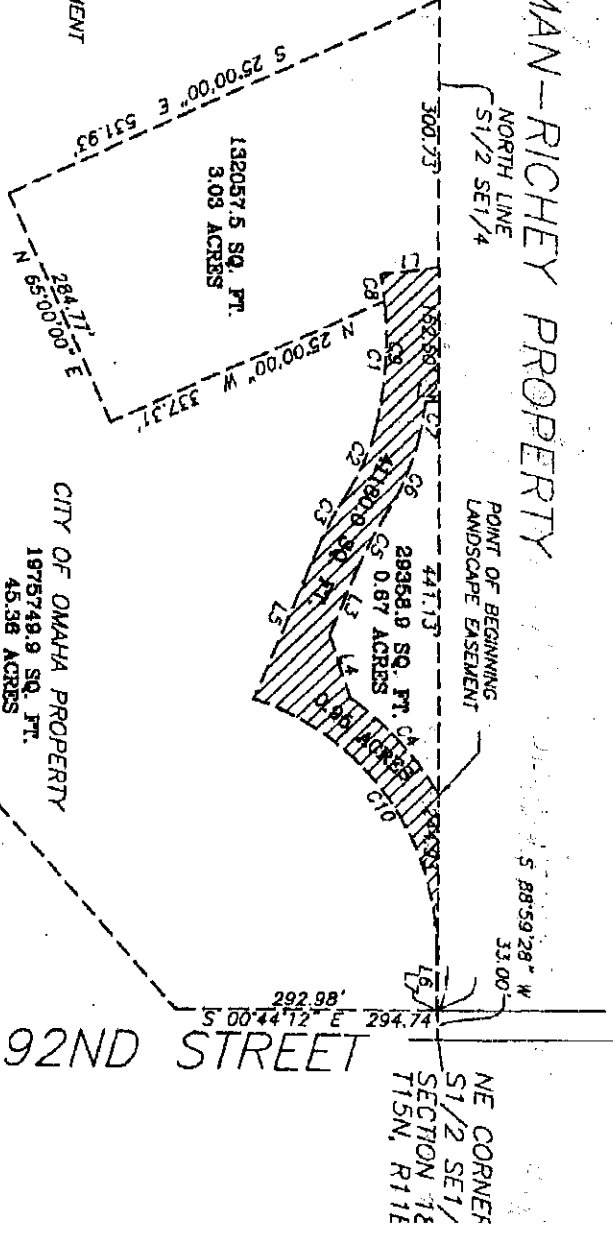
LYMAN-RICHEY PROPERTY

ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
1476.56'	146.84'	S 68°59'28" E	19°51'46"
74.08'	73.75'	S 67°24'35" E	18°31'35"
73.02'	72.93'	N 61°02'04" W	10°05'57"
144.50'	143.39'	N 46°31'06" E	24°18'35"
68.20'	66.17'	N 63°02'04" W	10°05'57"
90.55'	90.14'	S 67°24'35" E	18°31'35"
65.86'	65.84'	S 79°36'29" E	08°31'53"
31.24'	31.23'	N 81°09'20" E	04°12'42"
178.24'	177.51'	N 08°53'17" W	24°18'29"
378.97'	352.61'	N 53°07'14" E	71°59'05"



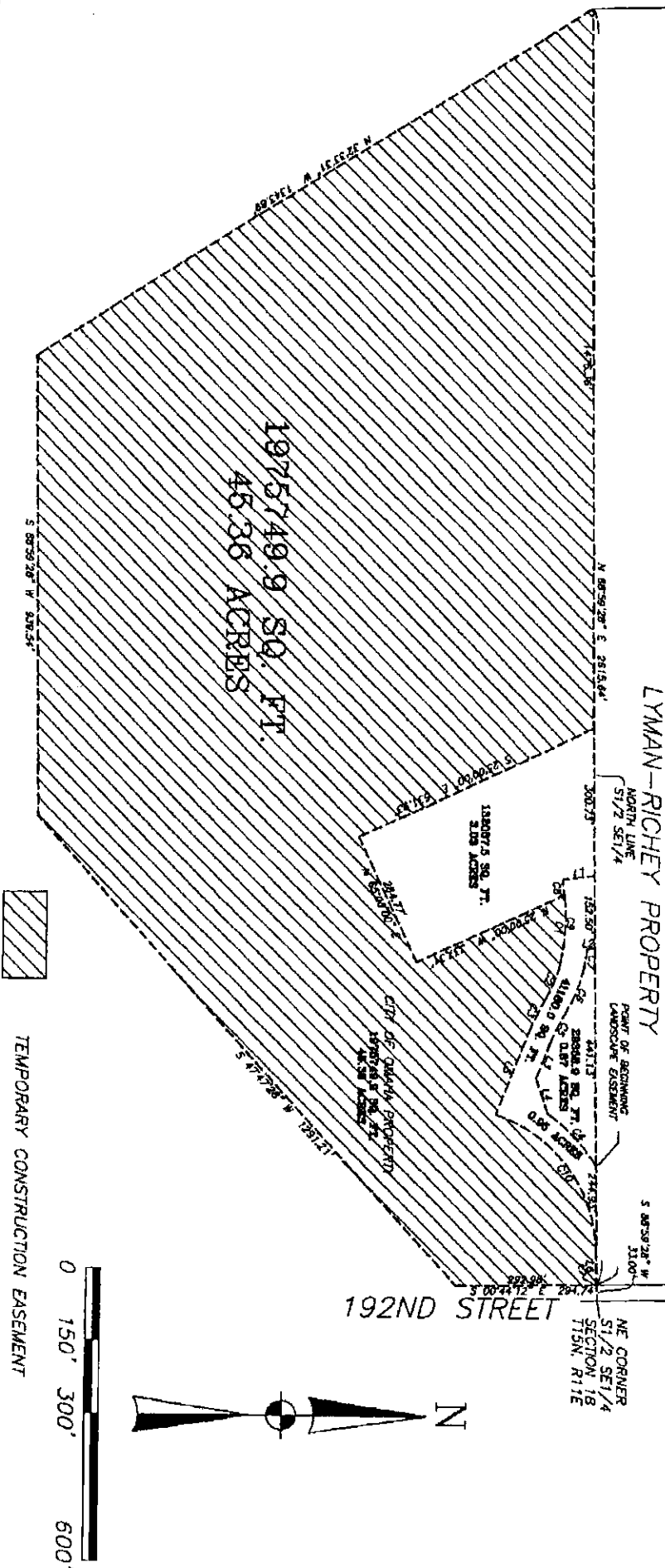
PERMANENT INGRESS/EGRESS EASEMENT

A TRACT OF LAND LOCATED IN THE S1/2 SE1/4 OF SECTION 18, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (ASSUMED BEARING), 33.00 FT. ON THE NORTH LINE OF SAID S1/2 SE1/4; THENCE S 88°59'28" W WAY LINE OF A COUNTY ROAD AND THE POINT OF BEGINNING; THENCE S 00°44'12" E, 1.76 FT. ON SAID RIGHT OF WAY LINE; THENCE S 89°06'47" W, 66.72 FT.; THENCE SOUTHWESTERLY ON A 300.00 FT. RADIUS CURVE TO THE LEFT, 376.91 FT. (LONG CHORD BEARS S 53°07'14" W, 352.61 FT.); THENCE N 68°05'29" W, 181.66 FT.; THENCE NORTHWESTERLY ON A 425.00 FT. RADIUS CURVE TO THE RIGHT, 75.02 FT. (LONG CHORD BEARS N 63°02'04" W, 74.93 FT.); THENCE NORTHWESTERLY ON A 225.00 FT. RADIUS CURVE TO THE LEFT, 74.08 FT. (LONG CHORD BEARS N 57°24'35" W, 73.75 FT.); THENCE WESTERLY ON A 425.00 FT. RADIUS CURVE TO THE LEFT, 178.82 FT. (LONG CHORD BEARS N 88°53'47" W, 177.51 FT.); THENCE N 07°34'41" W, 66.72 FT. TO THE NORTH LINE OF SAID S1/2 SE1/4; THENCE N 88°59'28" E, 152.50 FT. ON SAID NORTH LINE; THENCE S 00°21'38" E, 15.28 FT.; THENCE EASTERLY ON A 475.00 FT. RADIUS CURVE TO THE RIGHT, 45.86 FT. (LONG CHORD BEARS S 79°36'29" E, 45.84 FT.); THENCE SOUTHEASTERLY ON A 275.00 FT. RADIUS CURVE TO THE RIGHT, 90.55 FT. (LONG CHORD BEARS S 67°24'35" E, 90.14 FT.); THENCE SOUTHWESTERLY ON A 375.00 FT. RADIUS CURVE TO THE LEFT, 66.20 FT. (LONG CHORD BEARS S 63°02'04" E, 66.11 FT.); THENCE S 88°05'29" E, 81.51 FT.; THENCE N 71°00'17" E, 75.58 FT.; THENCE NORTHEASTERLY ON A 350.00 FT. RADIUS CURVE TO THE RIGHT, 148.50 FT. (LONG CHORD BEARS N 46°31'06" E, 147.39 FT.); TO THE NORTH LINE OF SAID S1/2 SE1/4; THENCE N 88°59'28" E, 244.93 FT. ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.95 ACRES MORE OR LESS.



A TRACT OF LAND LOCATED IN THE S1/2 SE1/4 OF SECTION 18, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (REFERRING TO THE NORTHEAST CORNER OF SAID S1/2 SE1/4, THENCE S 88°59'28" W. (ASSUMED BEARING), 33.00 FT. ON THE NORTH LINE OF SAID S1/2 TO THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE S 00°44'12" E. 1.76 FT. ON SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S 06°44'12" E. 292.98 FT. ON SAID RIGHT OF WAY LINE; THENCE S 47°47'28" W. 1,291.21 FT.; THENCE S 88°59'28" W. 939.54 FT.; THENCE N 32°33'31" W. 1,343.89 FT. TO THE NORTHWEST CORNER OF SAID S1/2 SE1/4. THENCE N 88°59'28" E. 1,476.36 FT. ON THE SOUTH LINE OF SAID S1/2 SE1/4. THENCE S 25°00'00" E. 531.93 FT.; THENCE N 65°00'00" E. 284.77 FT.; THENCE N 25°00'00" W. 337.31 FT.; THENCE EASTERLY N 04°42'50" E. 425.00 FT. RADIUS CURVE TO THE RIGHT, 147.58 FT. (LONG CHORD BEARS S 86°47'26" E. 146.84 FT.); THENCE SOUTHEASTERLY ON A 225.00 FT. RADIUS CURVE TO THE RIGHT, 74.08 FT. (LONG CHORD BEARS S 67°24'35" E. 73.75 FT.); THENCE SOUTHEASTERLY ON A 425.00 FT. RADIUS CURVE TO THE LEFT, 75.02 FT. (LONG CHORD BEARS S 63°02'04" E. 74.93 FT.); THENCE S 68°05'29" E. 181.66 FT.; THENCE NORTHEASTERLY ON A 300.00 FT. RADIUS CURVE TO THE RIGHT, 379.91 FT. (LONG CHORD BEARS N 53°07'14" E. 352.61 FT.); THENCE N 89°06'47" E. 66.72 FT. TO THE POINT OF BEGINNING, CONTAINING 45.36 ACRES MORE OR LESS.

CARIE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARINGS	BELL A. ANGLE
C1	425.00'	147.58'	146.84'	S 88°17'28" E	19°51'46"
C2	225.00'	74.08'	72.75'	S 67°24'35" E	16°51'53"
C3	425.00'	75.02'	74.93'	N 63°02'04" W	10°16'51"
C4	350.00'	148.50'	142.85'	N 46°21'08" E	24°18'35"
C5	375.00'	46.20'	46.11'	N 65°02'04" W	10°03'51"
C6	725.00'	90.35'	90.14'	S 67°24'35" E	18°51'56"
C7	475.00'	43.86'	43.84'	S 78°16'39" E	05°21'53"
C8	425.00'	31.24'	31.23'	N 87°09'20" E	04°17'43"
C9	425.00'	178.02'	177.51'	N 88°53'47" W	24°08'28"
C10	300.00'	378.91'	352.61'	N 53°07'14" E	71°59'02"
LINE	BEARINGS	DATA			
L1	S 07°34'41" E	68.72'			
L2	S 00°31'38" E	15.28'			
L3	S 68°05'28" E	61.51'			
L4	N 71°01'17" E	76.58'			
L5	S 68°05'29" E	161.68'			
L6	N 89°06'47" E	68.73'			
L7	S 00°44'12" E	1.77'			



LYMAN-RICHEY PROPERTY

N 88°59'28" E 2615.64'

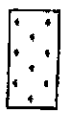
NORTH LINE
S1/2 SE1/4

POINT OF BEGINNING
LANDSCAPE EASEMENT

S 88°59'28" W 33.00'

NE CORNER
S1/2 SE1/4
SECTION 18
T15N, R11E

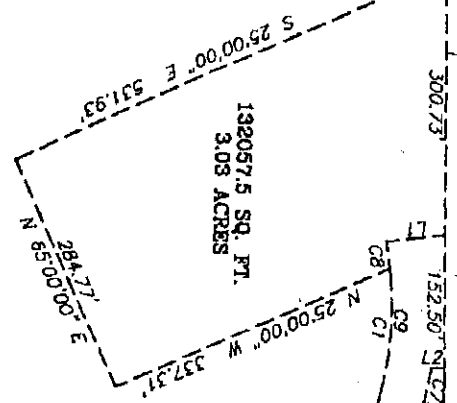
ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
142.58'	148.84'	S 88°47'26" E	19°51'46"
74.08'	74.35'	S 67°24'35" E	18°51'55"
75.02'	74.35'	N 63°02'04" W	10°08'59"
148.50'	142.39'	N 46°21'06" E	24°18'35"
66.20'	66.17'	N 63°02'04" W	10°08'59"
90.55'	90.14'	S 67°24'35" E	18°51'55"
45.86'	45.84'	S 79°08'29" E	05°31'53"
31.24'	31.23'	N 81°28'20" E	04°12'42"
178.82'	177.51'	N 89°13'47" W	24°08'28"
378.31'	352.61'	N 53°07'14" E	71°53'05"



TEMPORARY LANDSCAPE EASEMENT

TEMPORARY LANDSCAPE EASEMENT

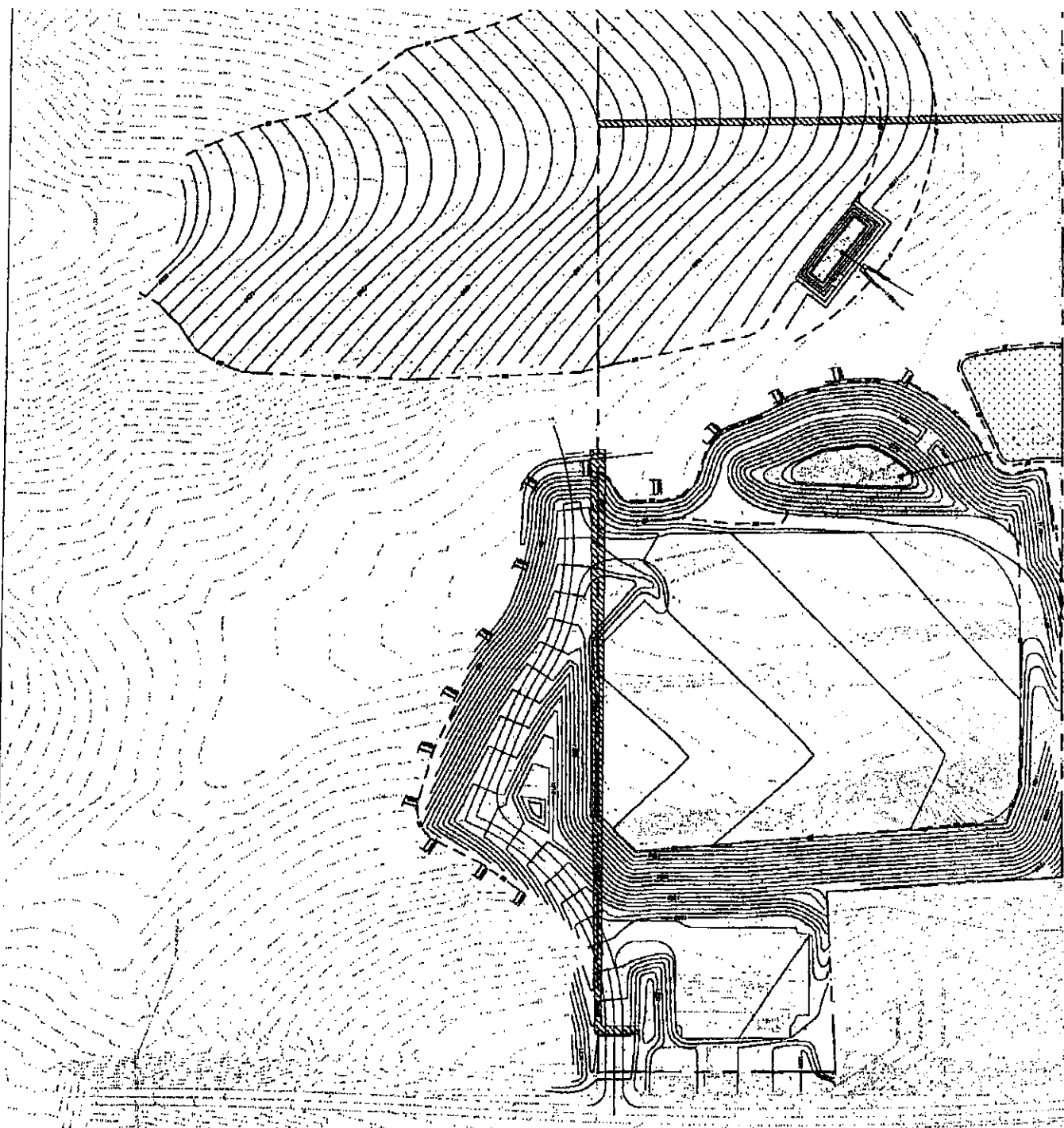
A TRACT OF LAND LOCATED IN THE S1/2 SE1/4 OF SECTION 18, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(ASSUMED BEARING), 277.93 FT. ON THE NORTH LINE OF SAID S1/2 SE1/4; THENCE S 88°59'28" W BEGINNING; THENCE SOUTHWESTERLY ON A 350.00 FT. RADIUS CURVE TO THE LEFT, 148.50 FT. (LONG CHORD BEARS S 46°21'06" W, 147.39 FT.); THENCE S 71°00'17" W, 75.58 FT.; THENCE N 68°05'29" W, 81.51 FT.; THENCE NORTHWESTERLY ON A 375.00 FT. RADIUS CURVE TO THE RIGHT, 66.20 FT. (LONG CHORD BEARS N 63°02'04" W, 66.11 FT.); THENCE NORTHWESTERLY ON A 275.00 FT. RADIUS CURVE TO THE LEFT, 90.55 FT. (LONG CHORD BEARS N 67°24'35" W, 90.14 FT.); THENCE WESTERLY ON A 475.00 FT. RADIUS CURVE TO THE LEFT, 45.86 FT. (LONG CHORD BEARS N 79°36'29" W, 45.84 FT.); THENCE N 00°21'38" W, 15.28 FT. TO THE NORTH LINE OF SAID S1/2 SE1/4; THENCE N 88°59'28" E, 441.13 FT. ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.67 ACRES MORE OR LESS.



CITY OF OMAHA PROPERTY
1975749.9 SQ. FT.
45.36 ACRES



192ND STREET



DEVELOPMENT RIGHTS AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this 1st day of MARCH, 2005, by and among Dial Realty Development Corp, a Nebraska corporation, 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154 ("Dial"), Lyman-Richey Corporation, a Delaware corporation ("Lyman Richey") and Papio Missouri River Natural Resources District ("the NRD");

WHEREAS, Lyman Richey is the owner of certain real property comprising 38 acres, more or less, located in or near the City of Elkhorn, County of Douglas, State of Nebraska and which is more particularly described on Exhibit 4 attached hereto and incorporated herein by reference (the "Lyman-Richey Property");

WHEREAS, the NRD has the contractual right to purchase a portion of the Lyman-Richey Property consisting of 4.03 acres more or less (the "Dial Property"), in addition to other property to be purchased from Lyman Richey and has agreed to sell the Dial Property to Dial pursuant to a Purchase Agreement to which this Development Agreement is attached;

WHEREAS, Dial is purchasing additional property from the Zalkin Trust (the "Zalkin Trust Property"), which acquisition may occur prior to the acquisition of the Property; and,

WHEREAS, Dial proposes to construct various improvements on and perform other activities in connection with the Dial Property and the Zalkin Trust Property as a part of its development of both of those properties.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Scope of Work. The parties hereto agree that Dial may, prior to the closing on its acquisition of the Dial Property, cause any or all of the following activities to occur with respect to the Dial Property:

- A. Grading
- B. Platting
- C. Inclusion in a Sanitary and Improvement District
- D. Installation of Improvements
- E. Specially Assess for any such Improvements
- F. Record Covenants affecting the Property

For purposes of this Agreement, the parties hereto specifically understand, covenant and agree that the grading contemplated under the terms of this paragraph shall be pursuant to comprehensive grading plans being developed by Lamp Rynearson & Associates and HDR Engineering which shall specifically be subject to the approval of Lyman-Richey prior to commencement of the grading work. In the event that the contemplated purchase and sale transaction between the NRD and Dial for Dial's acquisition of the Dial Property is not consummated in the manner described in the recitals to this Agreement, Dial specifically covenants and agrees that any grading work done on any portion of the Lyman-Richey Property shall be completed in such a manner to provide appropriate balance with respect to such grading work that the Property is left with appropriate grades, topography and condition so as to permit appropriate mowing and other similar care of the Lyman-Richey Property.

In the event that the contemplated Purchase and Sale Transaction between the NRD and Dial for Dial's acquisition of the Dial Property is not consummated in the manner described in the recitals to this Agreement, Dial specifically covenants and agrees that it shall be responsible for any special assessments which may be made with respect to the Dial Property for improvements made by or under the direction of Dial.

2. Berm on North Boundary of the Property Line Between Future Lot 1 of the Lyman-Richey Property and the Zalkin Property. The parties hereto specifically understand, covenant and agree that the grading plans referred to in paragraph 1 of this Agreement shall provide for the construction of a berm on the north boundary line between the Zalkin Property and future Lot 1 of the Lyman-Richey Property. The parties further understand, covenant and agree that Dial shall be granted a temporary easement for the purpose of constructing the contemplated berm which is to be more specifically described on an Easement Agreement to be developed by Lamp Rynearson & Associates.

3. Cooperation. Lyman-Richey and the NRD agree to execute such documents and otherwise cooperate with Dial as Dial may reasonably request from time to time as necessary to enable Dial to perform the aforesaid permitted activities with respect to the Dial Property.

4. Tie in of Waterline and Sanitary Sewer to be Anticipated Improvements. The parties hereto understand that Dial intends to construct certain improvements on the Zalkin Trust Property which will necessitate the installation of a waterline, sanitary sewer and natural gas line. As partial consideration for the mutual promises and covenants set forth in this Agreement, a Pre-closing Cross-Easements Agreement and a Cross Easement Agreement of even date herewith, Dial specifically understands, covenants and agrees to construct the contemplated waterline, sanitary sewer and natural gas line in such a

manner and with sufficient capacity to permit Lyman-Richey to tie into those anticipated improvements to serve the needs of the contemplated Lyman-Richey Headquarters Building which is presently planned to provide approximately Fifty Thousand (50,000) feet of office space for Lyman-Richey. The parties hereto further covenant and agree that Dial shall grant Lyman-Richey a 60 foot construction easement and a 20 foot permanent easement for the construction and maintenance of the contemplated water line, sanitary sewer and natural gas line. The exact location of those easements shall be determined by the engineering firm of Kirkham Michael & Associates and shall be subject to the approval of Dial, which approval shall not be unreasonably withheld. The parties hereto further understand, covenant and agree that if Lyman-Richey utilizes its ability to tie into the contemplated water line as contemplated in this paragraph, Lyman-Richey will pay its proportionate share of any pioneering tap-main fees which are designed to serve the needs of Lyman-Richey for its contemplated Headquarters Building on the real property to be designated as future Lot 2, Lyman-Richey West, which currently comprises a portion of the Lyman-Richey Property.

5. Insurance. The parties hereto specifically covenant and agree that prior to the commencement of any of the activities described in paragraph 1 of this Agreement, Dial shall cause the grading contractor for the grading work contemplated under paragraph 1 of this Agreement, as well as any other third party contractors with whom it contracts to have work done on any portion of the Lyman-Richey Property, to provide a Certificate of Insurance reflecting the fact that it has acquired general liability insurance coverage which shall designate Lyman-Richey and the NRD as additional named insureds. Dial shall also cause the grading contractor for the grading work contemplated under paragraph 1 of this Agreement, as well as any other third party contractors with whom it contracts to have work done on any portion of the Lyman-Richey Property to provide appropriate evidence of current workers' compensation insurance coverage pursuant to the existing laws of the State of Nebraska. The general liability certificate shall reflect minimum coverage of One Million Dollars (\$1,000,000) per incident or occurrence. Dial, its various contractors and their insurers as contemplated under the terms of this Agreement shall waive all rights against Lyman-Richey for damages caused by activities of Dial or its contractors to the extent those losses or damages are covered by the contemplated insurance policies. The contemplated insurance policies shall specifically provide such waivers of subrogation by endorsement or otherwise.

In addition to the foregoing, Dial and its various third party contractors shall also agree to hold harmless and indemnify Lyman-Richey from any liability to any governmental agency such as the Nebraska Department of Environmental Quality or the United States Environmental Protection Agency for the manner in which any work is performed on the Dial Property or any other portion of the Lyman-Richey Property such as compliance with all governmental regulations such as silt containment and other similar requirements.

6. Governing Law. This Agreement is governed by and construed under the laws of the State of Nebraska.

7. Successors. This Agreement shall be binding upon the parties hereto, their heirs, successors or assigns, and can only be changed by written agreement, signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first written above.

Lyman-Richey Corporation, a Delaware corporation

BY Kenn. D. Schmidt
Title: EXECUTIVE VICE PRESIDENT & C.O.O.

Papio-Missouri River Natural Resources District

BY Steven G. Oltmans
Steven G. Oltmans, General Manager

Dial Realty Development Corp, a Nebraska corporation

BY David L. Furrer
Title: Vice President

336936

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE SOUTH $89^{\circ}56'38.5''$ WEST ALONG THE NORTH LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 309.80 FEET; THENCE SOUTH $03^{\circ}08'31''$ EAST, A DISTANCE OF 337.00 FEET; THENCE NORTH $87^{\circ}25'39.5''$ EAST, A DISTANCE OF 290.97 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M.; THENCE NORTH $00^{\circ}06'43.75''$ EAST ALONG THE SAID EAST LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., A DISTANCE OF 323.74 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR RIGHT OF WAY PURPOSES.

AND EXCEPT THAT PART DEEDED TO DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18.

EXHIBIT "4"

FIRST ADDENDUM TO PURCHASE AGREEMENT

This First Addendum to Purchase Agreement ("Addendum") is made and entered into this 16th day of September, 2005, by and between LYMAN-RICHEY CORPORATION, a Delaware corporation ("Seller"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("NRD"), with respect to the Purchase Agreement dated the 1st day of March, 2005 for certain real property legally described therein (the "Purchase Agreement"). Terms defined in the Purchase Agreement shall have the same meaning as when used in this Addendum.

WITNESSETH:

As additional consideration for the mutual promises, covenants and agreements contained herein and in the Purchase Agreement, the Seller and NRD further covenant and agree as follows:

1. Extension of Closing Date. The parties hereto acknowledge that the conditions of closing provided for in the Purchase Agreement have not yet been fulfilled but that the parties continue to work in good faith on their respective conditions of said closing. The parties also acknowledge that there have been some additional negotiations regarding the Purchase Agreement and it is contemplated that there will be a Second Addendum to said Purchase Agreement. This First Addendum deals solely with the extension of the closing date provided for in the Purchase Agreement. In consideration thereof, the parties agree to extend the closing date to the earlier of October 28, 2005, or ten (10) days after the various conditions of closing are fulfilled.
2. Intent. This Addendum is intended by the parties to clarify, modify, alter and amend specific terms and provisions of the Purchase Agreement. To the extent, the terms and provisions of this Addendum are in conflict or inconsistent with the terms and provisions of the Purchase Agreement, the terms and provisions of this Addendum shall control. To the extent that the terms and provisions of this Addendum are not in conflict with the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement are ratified and remain effective in all respects. The parties hereby ratify and confirm the terms and provisions of the Purchase Agreement in each and every other respect.
3. Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Addendum may be executed by the parties using facsimile signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date and year first above written.

SELLER:

LYMAN-RICHEY CORPORATION, a Delaware corporation

By:

Kevin Schmidt
Kevin Schmidt, Executive Vice President & C.O.O.

BUYER:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,

By:

Steven G. Oltmans
Steven G. Oltmans, General Manager

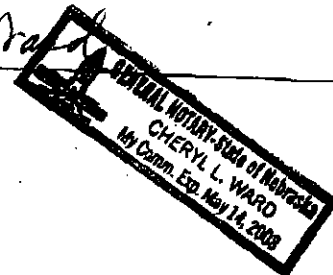
STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ss.

The foregoing instrument was hereby acknowledged before me on the 16th day of September, 2005, by Kevin Schmidt, Executive Vice President & C.O.O. of Lyman-Richey Corporation, a Delaware corporation, on behalf of the corporation.

Cheryl L. Ward
Notary Public



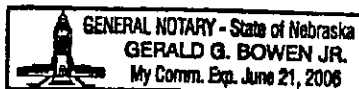
STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

ss.

The foregoing instrument was hereby acknowledged before me on the 16th day of September, 2005, by Steven G. Oltmans, General Manager of the Papio-Missouri Natural Resources District, on behalf of said district.

Gerald G. Bowen Jr.
Notary Public



SECOND ADDENDUM TO PURCHASE AGREEMENT

This Second Addendum is made and entered into this ____ day of October, 2005, by and between Lyman-Richey Corporation, a Delaware corporation ("Seller"), and the Papio-Missouri River Natural Resources District ("NRD"), to further amend, clarify and modify that certain Purchase Agreement between the parties dated March 1, 2005, as amended by the First Addendum thereto dated September 16, 2005 (the original Purchase Agreement and the First Addendum thereto dated September 16, 2005, are hereinafter collectively referred to as the "Purchase Agreement").

WITNESSETH:

WHEREAS, Seller and the NRD entered into the Purchase Agreement for the purchase and sale of a tract of ground consisting of approximately twenty-five (25) acres located in the South One-half of the North One-half of the Southeast Quarter of Section 18, Township 15N, Range 11E of the 6th P.M in Douglas County, Nebraska.

WHEREAS, the remainder of the approximately thirty-eight (38) acre tract owned by Seller located in the South One-half of the North One-half of the Southeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th Prime Meridian in Douglas County, Nebraska, has now been surveyed and preliminarily approved to be platted and recorded as Lot 1 and Lot 2 of Lyman-Richey West. (For purposes of this Second Addendum, it is hereby assumed that the preliminary approval will be subsequently ratified, adopted and approved in all respects and, therefore, such remainder Property will hereinafter be referred to as Lot 1 and Lot 2 of Lyman-Richey West) Lot 1 is generally the location of a Ready Mix Concrete Plant of the Seller and Lot 2 is the location of what is currently contemplated as the future headquarters office building of the Seller.

WHEREAS, from and after March 1, 2005, until the present time, there

have been a number of ongoing negotiations between Seller and the NRD with respect to the final configuration of the property which is the subject of the Purchase Agreement between the parties and those ongoing discussions have included additional negotiations with the City of Omaha with respect to access easements and other related matters pertaining to the City of Omaha property that lies immediately adjacent to property currently owned by Seller and the Property to be sold to the NRD.

WHEREAS, the parties hereto covenant and agree that the terms used herein shall have the same meaning ascribed to those terms as are set forth in the original Purchase Agreement except to the extent as otherwise hereinafter provided.

WHEREAS, Seller and the NRD desire to memorialize the various agreements which they have achieved between themselves with respect to the purchase and sale of the Property as that term is defined in the original Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and agreements set forth in the original Purchase Agreement and the additional promises, covenants and agreements hereinafter set forth, the Seller and the NRD hereby agree to amend, clarify and modify the operative provisions of the Purchase Agreement by adding the provisions hereinafter set forth:

31. Revised Description of the Property. The parties hereto covenant and agree that an agreement has been made to modify the legal description for the Property which constitutes the subject of this purchase and sale in the manner reflected on the revised survey which is attached hereto and incorporated herein as Revised Exhibit "1" which reflects a total area of 24.77 acres. Consequently, the total consideration to be paid by NRD to Seller at the time of closing shall be in the amount set forth in the next succeeding paragraph and that

there will be no further adjustment to the number of acres or the purchase price at the time of closing.

32. Recalculated Consideration. The parties hereto covenant and agree that NRD shall pay the Seller for the Property the sum of One Million Two Hundred Sixty-four Thousand Fifty-six and 45/100 Dollars (\$1,264,056.45) at the time of closing.

33. Revised Cross Easements Agreement. The parties hereto covenant and agree that the original form of the Cross-Easements Agreement attached to the original Purchase Agreement as Exhibit "A" has been revised in the manner reflected on the Revised Cross-Easements Agreement attached hereto as Exhibit "A" and incorporated herein by reference in lieu of the original Exhibit "A" to the Purchase Agreement. The Revised Cross-Easements Agreement shall be executed in two (2) counterparts by the NRD and the Seller at the time of closing.

34. Revised Development Rights Agreement. The parties hereto covenant and agree that the Development Rights Agreement attached to the original Purchase Agreement as Exhibit "C" has been amended by two separate Addenda in the manner reflected on the First and Second Addenda to the Development Rights Agreement which are attached hereto as Exhibits "C1" and "C2" and incorporated herein by reference. Both parties hereto accept the modifications reflected on such Addenda to the Development Rights Agreement and agree to be bound by the terms of those Addenda to the extent that those Addenda to the Development Rights Agreement affect the terms and provisions of the original Development Rights Agreement.

35. Additional Conditions of Closing. The parties hereto covenant and agree that the following conditions additional to the conditions set out in the Purchase Agreement must be fulfilled prior to the time of closing:

(d) The execution of a Revised and Amended Easement Agreement between Seller and the City of Omaha amending the existing

Easement Agreement which was executed on or about the 16th day of December, 2003, so as to conform the Easement Agreement to the revised Master Plan prepared by Kirkham Michael & Associates Consulting Engineers dated July 18, 2005.

(e) The execution of the Revised Cross-Easements Agreement identified in paragraph 33 of this Second Addendum.

(f) The execution of the Addenda to the Development Rights Agreement as more specifically described in paragraph 34 of this Second Addendum.

(g) Final agreement on the location of a Wetlands Mitigation Channel to be located on a portion of Lot 1 of Lyman-Richey West, together with final negotiations and an agreement on an easement to be granted to the NRD for appropriate repair and maintenance of the contemplated Wetlands Mitigation Channel.

(h) Final approval by the City of Omaha, the NRD and Seller with respect to a final grading plan or other appropriate assurance that the final grading plan to be developed for the Property, Lots 1 and 2 of Lyman-Richey West and the property owned by the City of Omaha which lies adjacent and contiguous with the real property currently owned by the Seller will be finalized in a manner so as to prepare Lot 1 of Lyman-Richey West for the construction of the contemplated Lyman-Richey headquarters building. The specific grading plan must provide for moving appropriate quantities of dirt to Lot 1 of Lyman-Richey West to raise the elevation of that lot to at least 1,185 feet, referenced to the National Geodetic Vertical Datum of 1929 ("NGVD"). The grading plan must further provide that the dirt used to raise the elevation of Lot 1 of Lyman-Richey West must be from a source no further than 1,000 feet from the southern edge of Lot 1 of Lyman-Richey West.

36. Revised Tree Planting Schedule. The parties hereto specifically covenant and agree that paragraph 25 of the original Purchase Agreement shall be revised by deleting that paragraph as it appeared in the original Purchase Agreement and adopting the substantive provisions of paragraph 2 of the Second Addendum to the Development Rights Agreement.

37. Revised Provisions Regarding Storm Water Retention Pond. In addition to the provisions, set forth in paragraph 28 of the original Purchase Agreement, the parties hereto further covenant and agree that Seller shall cap the Storm Water Retention Pond discharge pipe, and shall provide appropriate maintenance and dredging of the Storm Water Retention Pond so that that pond retains its utility as a receptacle to control storm water runoff from Lot 1 of Lyman-Richey West.

38. Effect of Addendum. Except to the extent otherwise specifically amended by the terms of this Second Addendum, all of the original terms and provisions of the original Purchase Agreement are ratified in all respects. In the event of any inconsistency between the terms and provisions of the original Purchase Agreement and this Second Addendum, the specific terms and provisions of this Addendum shall control.

THIS AGREEMENT is executed by LYMAN-RICHEY on this _____ day of October, 2005.

LYMAN-RICHEY CORPORATION
4315 Cuming Street, Omaha, NE 68131

By _____
KEVIN D. SCHMIDT
Executive Vice President & C.O.O.

ATTEST:

Corporate Secretary

THIS AGREEMENT is executed by the NRD on this _____ day of _____, 2005.

**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 October, 2005, before me, a Notary Public, personally came the above-named KEVIN D. SCHMIDT, Executive Vice President and Chief Operating Officer of LYMAN-RICHEY CORPORATION, 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 voluntary act and deed as such officer and the voluntary act and deed of such corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of October, 2005, 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 voluntary act and deed as such officer and the voluntary act and deed of such natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public



(Ph) 402.496.2498
(Fax) 402.496.2730

LEGAL DESCRIPTION

PARCEL 1

Lots 113 through 120, inclusive, and dedicated Elk Ridge Drive in ELK RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northwest corner of said Lot 113;

Thence North 86°53'18" East (bearings referenced to the Nebraska State Plane System NAD88) for 350.00 feet along the north line of said Lots 113 and 120 to the northeast corner of said Lot 120;

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

(1) Thence South 03°00'42" East for 295.57 feet;

(2) Thence along a curve to the right (having a radius of 275.00 feet and a long chord bearing South 41°57'34" West for 388.71 feet) for an arc length of 431.69 feet;

(3) Thence South 86°55'50" West for 39.30 feet to the southwest corner of said Lot 116;

Thence North 03°06'37" West for 150.00 feet along the west line of said Lot 116 to the northwest corner thereof and the south right of way line of Elk Ridge Drive;

Thence South 86°55'50" West for 35.00 feet along said south right of way line to the northeast 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 420.03 feet along the east line of ELKHORN RIDGE ESTATES to the Point of Beginning.

Contains 177,836 square or 4.083 acres.

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.

96082\dwg\9682PNRD-bndrev.dwg

Book 96082 #2 Page 26

Date August 23, 2005 Dwn.By MJW

Job Number 96082.03-400



Lamp, Rynearson & Associates, Inc.

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

WWW.LRA-INC.COM

(Ph) 402.496.2498

(Fax) 402.496.2730

REVISED CROSS-EASEMENTS AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of October, 2005, by and between Lyman-Richey Corporation, a Delaware Corporation ("Lyman-Richey"), and the Papio-Missouri River Natural Resources District ("NRD").

WITNESSETH:

WHEREAS, the NRD intends to construct, operate and maintain a flood control dam ("the Dam") in Section 18 Township 15 North, Range 11 East of 6th P.M., Douglas County, Nebraska, which will create a reservoir (the "Reservoir") in said section having a flood pool (the "Regulated Flood Pool") that will be designed to impound flood waters to 1,174.0 feet above mean sea level, referenced to the National Geodetic Vertical Datum of 1929 ("NGVD"), and having a maximum flood pool (the "Maximum Flood Pool") that will be designed to impound flood waters to 1,180.0 feet above mean sea level, NGVD; and,

WHEREAS, a portion of the Reservoir is or will be located on the tract of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska (hereinafter referred to collectively as the "NRD Parcel"), referred to and legally described in the legal description attached hereto as Exhibit "1" and incorporated herein by reference; the NRD Parcel being purchased by the NRD from Lyman-Richey for construction, operation and maintenance of the Dam and Reservoir: and,

WHEREAS, Lyman-Richey owns certain additional parcels of land in Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska (collectively the "Lyman-Richey Parcel"), adjacent to the NRD Parcel and described in the legal description attached hereto as Exhibit "2" and incorporated herein by reference; and,

WHEREAS, the parties desire to grant to each other certain permanent easements, hereinafter described.

IN CONSIDERATION of the foregoing recitals and mutual covenants and agreements of the parties as set forth in that certain Purchase Agreement dated March 1, 2005, as amended, and the additional promises and covenants hereinafter set forth, the parties hereto grant and agree as follows:

SECTION A

PERMANENT DRAINAGE DEVICE AND FLOWAGE EASEMENTS

WHEREAS, Lyman-Richey desires permanent easements over the NRD Parcel for certain drainage device outlets and the flowage therefrom.

NOW, THEREFORE, the NRD does hereby grant to Lyman-Richey the permanent right to enter the NRD Parcel from time to time and therein operate, maintain, repair, replace and reconstruct, the following drainage device appurtenant to Lyman-Richey's aggregate storage yard, as such device or portions thereof may now be configured and situated, in whole or part, in, on, under, over and across the NRD Parcel, to-wit: The Twenty-four inch (24") surface drain and pump discharge pipe running and extending in a northwesterly direction from the groundwater and rainwater collection sump in Lyman-Richey's aggregate storage yard on the Lyman-Richey Parcel; together with the permanent right to flow the respectively-described waters from such device, over and across the NRD Parcel and into the Reservoir; provided, however, Lyman-Richey shall keep such discharge pipe in operating condition and, if such device, or the respective originating sump pump, basin or outlet, or the maintenance or use thereof for the respectively-described purposes, shall be abandoned by Lyman-Richey, the above-described permanent easement, at the NRD's election, shall be deemed to be terminated, and any portions of such device located on the NRD Parcel shall be removed by Lyman-Richey without expense to the NRD and properly decommissioned; and, provided, further, that Lyman-Richey shall not discharge into the Reservoir, through any such drainage device, any sewage, animal waste, or any hazardous substance regulated under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601-9675).

The parties hereto further acknowledge, covenant and agree that Lyman-Richey shall be permitted to divert natural drainage, from the grass and tree area located on and adjacent to the berm on the North boundary of Lot 1 of the Lyman-Richey West addition, onto the NRD's Property, through the above-referenced discharge pipe. For purposes of this Agreement and for ease of reference, the parties hereto understand and acknowledge that at the present time, Lyman-Richey has only obtained preliminary approval of its proposed plat for Lots 1 and 2 of the Lyman-Richey West addition. The parties will make reference to Lots 1 and 2 for ease of reference.

SECTION B

PERMANENT FLOWAGE EASEMENTS AND RESTRICTIVE COVENANTS

WHEREAS, the NRD desires the permanent right to inundate portions of the Lyman-Richey Parcel with flood waters and sediment impounded by the Dam from time to time, and desires other restrictions and covenants governing the Lyman-Richey Parcel.

NOW, THEREFORE, Lyman-Richey does hereby grant to the NRD a permanent flowage easement and does hereby agree to certain permanent restrictive covenants, as follows:

1. The NRD shall have the perpetual power, privilege, right and authority to periodically flow and overflow waters and sediment upon, and inundate, all areas of the Lyman-Richey Parcel that, either now or hereafter, are within the Maximum Pool or have a ground surface elevation lower than 1,180.0 feet above mean sea level, NGVD.

2. Lyman-Richey shall not construct or maintain structures fixtures or other improvements in the areas of the Lyman-Richey Parcel that, either now or hereafter, are within the Regulated Flood Pool or have a ground surface elevation lower than 1,174.0 feet about mean sea level, NGVD.

3. Lyman-Richey shall not place any further earthen or other fill in any areas of the Lyman-Richey Parcel that, either now or hereafter, are within the

Maximum Pool or have a ground surface elevation lower than 1,180.0 feet above mean sea level, NGVD.

SECTION C
EASEMENT FOR SANITARY SEWER, WATER MAIN,
NATURAL GAS AND LAKE VIEW

Lyman-Richey is hereby granted an easement across the NRD Parcel in the specific area legally described on Exhibit "6" for the purpose of connecting to the contemplated interceptor sewer, sanitary sewer, water main and natural gas line utilities appropriate to service a contemplated headquarters building. The NRD further agrees to restrict its use of the area legally described on Exhibit "6" to limit tree plantings, other vegetation and construction of improvements to a height of not more than 6' in order to provide Lyman-Richey with a view from its contemplated headquarters building of the Reservoir which will be created by the construction of the Flood Control Dam contemplated under the terms of the Master Plan for the NRD Property dated July 18, 2005. The exact location of the contemplated interceptor sewer, sanitary sewer, water main and natural gas lines contemplated under the terms of this paragraph will be subject to the approval of both Lyman-Richey and the NRD (such approvals to not be unreasonably withheld or delayed).

SECTION D
CONSTRUCTION OF FENCE ALONG THE WESTERN BOUNDARY
OF THE LYMAN-RICHEY PARCEL

The parties hereto specifically understand, covenant and agree that as partial consideration for the mutual promises, covenants and agreements set forth in this Revised Cross-Easements Agreement. After the contemplated grading has been done in accordance with this Agreement and prior to public access being permitted on the NRD Parcel, the NRD will construct a Five (5) foot high woven wire fence with wood or steel fence posts along the western boundary of the Lyman-Richey Parcel designed to serve as a security fence for Lyman-Richey

and its business interests. The parties hereto further understand, covenant and agree that the NRD shall erect and maintain that fence consistent with the general provisions of this Agreement. Lyman-Richey shall be permitted to affix appropriate warnings signs on the security fence to inform invitees of the NRD Parcel that anyone scaling the fence and entering the Lyman-Richey Parcel shall be trespassing.

SECTION E CHANNEL AND WETLAND MITIGATION

WHEREAS, the NRD will be required to install channel and wetlands mitigation measures to compensate for channels and wetlands that will be lost as a result of the NRD's construction of the Dam and the Reservoir; and,

WHEREAS, such mitigation measures could advantageously be constructed in the Reservoir on ground below 1,180.0 feet above mean sea level, NGVD.

NOW, THEREFORE, the parties hereto specifically understand, covenant and agree that the NRD shall be and is hereby granted an permanent easement across the tract of land described in Exhibit "7" attached hereto and incorporated herein by reference (consisting of a portion of the Lyman-Richey Parcel easterly of Lyman-Richey's proposed headquarters building site), for the purpose of constructing, installing, maintaining and replacing channel and wetland mitigation measures necessitated by and incident to construction of the Dam and Reservoir, such easement shall also include and be subject to the following permanent restrictions that shall run with the land and be binding upon the parties and their heirs, successors and assigns:

1. There shall be no construction or placement of structures or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent, on the land;
2. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials;

3. There shall be no building of roads or paths for vehicular or pedestrian travel or any change in the topography of the land;
4. There shall be no removal, destruction, or cutting of trees or plants, spraying with biocides, insecticides, or pesticides, grazing of animals, farming, tilling of soil, or other agricultural activity;
5. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle on the land;
6. These restrictions may be changed, modified or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers and to be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Nebraska; and;

The plans for such measures shall be submitted to Lyman-Richey for its approval, such approval to not be withheld or delayed unreasonably. Prior to entering the Lyman-Richey Parcel to construct, install, maintain or replace any such channel and wetland mitigation measures, the NRD shall give Lyman-Richey reasonable advance notice of such activity, and within a reasonable time after the NRD's completion of such activity, the NRD shall repair any damage caused during such activity to Lyman-Richey's improvements.

The parties hereto specifically acknowledge, covenant and agree that during the construction of the contemplated Lyman-Richey headquarters building on Lot 1 of Lyman-Richey West addition, as currently surveyed, platted and recorded, Lyman-Richey and/or its agents, contractors or representatives shall be permitted to temporarily disturb the ground cover on the easement area described in Exhibit "7" attached provided that upon completion of the construction of the Lyman-Richey headquarters building, Lyman-Richey shall be required to restore the ground cover and other vegetation in such easement area to the status of that ground cover and vegetation as it existed immediately prior to the commencement of construction.

SECTION F
PARKING LOT AND INGRESS/EGRESS EASEMENT

WHEREAS, Lyman-Richey desires the right to construct a concrete parking lot on a portion of the NRD Parcel, with the understanding such parking lot may be used both by Lyman-Richey and the public.

Now, therefore, the NRD does hereby grant to Lyman-Richey the permanent right to construct, operate, maintain and use, along with the public, a concrete automobile parking lot on that portion of the NRD Parcel immediately north and west of what is now platted as Lot 2 of Lyman-Richey West addition, such portion being described in the legal description attached hereto as Exhibit 4 and incorporated herein by reference. Such right to construct such parking lot may be exercised by Lyman-Richey in the event the City of Omaha fails to construct a parking lot at such location prior to the time Lyman-Richey desires to use a parking lot at such location. Prior to constructing such parking lot, Lyman-Richey shall retain a professional engineer to prepare a plans and specifications for such parking lot and shall submit the same to the NRD for approval (such approval to not be withheld or delayed unreasonably). Lyman-Richey agrees that such parking lot may be permanently used both by Lyman-Richey and the public.

SECTION G
TEMPORARY CONSTRUCTION EASEMENT

Lyman-Richey is hereby granted a Temporary Construction Easement over and across those portions of the NRD Parcel located within 50 feet of the west and north lines of Lot 2 of Lyman-Richey West addition, described in the legal description attached hereto as Exhibit 5 and incorporated herein by reference, to facilitate the grading contemplated in order to prepare for the construction of Lyman-Richey's office building improvements contemplated on Lot 2 of Lyman-Richey West addition. Within a reasonable time after Lyman-Richey's completion of such activity, Lyman-Richey shall repair any damage to fencing and other improvements then existing in such portions of the NRD Parcel, caused during

construction of Lyman-Richey's office building improvements.

SECTION H
LYMAN-RICHEY TEMPORARY GRADING EASEMENT

WHEREAS, Lyman-Richey intends to simultaneously borrow earthen materials from, fill earthen materials on, and re-grade certain portions of, the NRD Parcel and the Lyman-Richey Parcel; and,

WHEREAS, Lyman-Richey desires to transport earthen materials among the Lyman-Richey Parcel, the NRD Parcel, and other NRD's tracts described as Outlots 1 and 2 in Elk Ridge addition a subdivision as surveyed, platted and recorded, Douglas County, Nebraska (collectively, "the Combined Parcels"), deposit such earthen materials as fill on the Combined Parcels, and re-grade the Combined Parcels as a unit, all according to a written grading plan ("the Lyman-Richey Grading Plan") to be prepared by Lyman-Richey and approved by the NRD, such borrowing, filling and grading by Lyman-Richey on the Combined Parcels hereinafter being referred to collectively as "the Lyman-Richey Grading Work."

NOW, THEREFORE the parties hereby agree, as follows:

1. Prior to performing the Lyman-Richey Grading Work, Lyman-Richey shall retain a professional engineer to prepare the Lyman-Richey Grading Plan and submit the same to the NRD for approval (such approval to not be withheld or delayed unreasonably).
2. Lyman-Richey is hereby granted the right to perform the Lyman-Richey Grading Work pursuant to and in strict accordance with the NRD-approved Lyman-Richey Grading Plan. The parties hereto specifically understand, covenant and agree that in doing the grading work in conjunction with Lot 1 of Lyman-Richey West, Lyman-Richey shall be entitled to surcharge a portion of the NRD Property that lies within the Temporary Construction Easement Area as defined on Exhibit "5" attached hereto until the construction of the contemplated Lyman-Richey headquarters building has been completed.

3. During the Lyman-Richey Grading Work, Lyman-Richey shall not bring earthen materials, obtained elsewhere, into areas of the Combined Parcels within the Maximum Flood Pool, without the prior written approval of the NRD (such approval to not be withheld or delayed unreasonably). Upon completion of the Lyman-Richey Grading Work, Lyman-Richey shall restore ground cover on the area affected by the Grading Work to the approximate original condition of such area as it existed immediately prior to the commencement of the Lyman-Richey Grading Work; however, ground cover restorations specified by the Lyman-Richey Grading Plan shall be performed by Lyman-Richey as therein provided.
4. Prior to completion of the Lyman-Richey Grading Work, Lyman-Richey shall establish an erosion-inhibiting vegetative cover on all areas of the Combined Parcels disturbed by grading work performed by Lyman-Richey prior to the execution of this Agreement.

ADDITIONAL PROVISIONS

1. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their respective successors and assigns. The contemplated benefits shall specifically include, but not be limited to, the designated portions of this Agreement dealing with the anticipated preparation for and construction of a headquarters building by Lyman-Richey and the parties specifically understand, covenant and agree that those benefits shall be assignable to Lyman-Richey's successors and assigns.

2. This Agreement contains the entire agreement between the parties. Each of the parties agrees that neither the other party, nor any officers, agents or employees of the other party, have made any representations or promises with respect to or affecting this Agreement not expressly contained herein.

3. The consideration stated herein shall constitute payment in full for all damages sustained by a party and its successors and assigns by reason of the exercise by the other party of any of the rights or privileges herein expressly

granted or reasonably implied.

4. Time is of the essence of this Agreement.

5. Whenever this Agreement calls for the approval of the NRD, such approval may be granted by the General Manager or Assistant General Manager of the NRD.

6. Whenever this Agreement calls for the approval of Lyman-Richey, such approval may be granted by either Patrick J. Gorup, Chief Executive Officer of Lyman-Richey, or Kevin D. Schmidt, Executive Vice President and Chief Operating Officer or their respective successors.

7. This Agreement shall be effective upon its complete execution by the parties.

THIS REVISED CROSS-EASEMENTS AGREEMENT is executed by LYMAN-RICHEY on this _____ day of October, 2005.

LYMAN-RICHEY CORPORATION
4315 Cuming Street, Omaha, NE 68131

By _____
KEVIN D. SCHMIDT
Executive Vice President & C.O.O.

ATTEST:

Corporate Secretary

THIS REVISED CROSS-EASEMENTS AGREEMENT is executed by the NRD on this _____ day of October, 2005.

**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 October, 2005, before me, a Notary Public, personally came the above-named KEVIN D. SCHMIDT, Executive Vice President and Chief Operating Officer of LYMAN-RICHEY CORPORATION, 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 voluntary act and deed as such officer and the voluntary act and deed of such corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of October, 2005, 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 voluntary act and deed as such officer and the voluntary act and deed of such natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

Memorandum

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: October 3, 2005
Re: Draft Amendment No. 1 to Agreement with HDR Engineering for Dam Site 13 Engineering Services

Last November, the Board approved a contract with HDR Engineering to design and provide construction observation of Dam Site 13. Due to the complexity of this project, work tasks were divided into two phases. Phase I will include all work necessary to design and prepare plans for the dam and water quality basin, while Phase II provides the necessary construction contract administration. The maximum fee estimated for Phase I and II was \$236,956 and \$189,354 respectively.

Currently, the design and plans have been completed for the structure and HDR has received approval from the State Department of Natural Resources for the design of the dam (the actual storage permit from DNR has not yet been issued due to legal delays at DNR). At the same time, HDR has been providing services to assist Hayes Environmental and the District in securing the 404 permit from the Corps of Engineers. Originally, it was anticipated that HDR's involvement with obtaining the 404 permit would be limited to preparing the necessary mitigation plans. However, services allocated under this task have been exceeded during multiple responses to the Corp's request for additional information beyond what could be provided by Hayes Environmental.

This additional work required during the 404 permitting process is the primary reason for the draft Amendment No. 1 to the original scope of work which is enclosed for your information. The cost of these additional services documented in Amendment No.1 is \$19,699. As of August 20, 2005, HDR has invoiced the District for \$241,280.29, an amount which exceeds that set aside for Phase I. However, it is still possible that services required for Phase II will be less than estimated, and the difference may account for the additional services already provided.

In summary, HDR has provided additional services in assisting the District and Hayes Environmental in the 404 permitting process. At this time, however, District staff is recommending that no action be taken to amend the original contract with the anticipation that services required for Phase II will be less than estimated.

EXHIBIT A1 – AMENDMENT NO. 1 SCOPE OF WORK

Dam Site 13, Chappel Hill/Elkhorn Site
for Papio-Missouri River Natural Resources District
Omaha, NE)



ENGINEERING PROPOSAL – AMENDMENT NO. 1

BACKGROUND AND BASIS OF PROPOSAL



The purpose of the Amendment No. 1 effort is to provide engineering and environmental assistance to the Papio Missouri River Natural Resources District (P-MRNRD) for the preliminary and final design of a proposed flood control structure, formerly known as Dam Site 13, on an unnamed right bank tributary of West Papillion Creek (Project).

In the original agreement, HDR developed a phase approach to the Project. Phase I consists of preliminary and final design and the development of the Contract Documents including the plans and specifications. Phase II will provide construction contract administration (CCA) services. During Phase I activities, permitting assistance was required to prepare the Section 404 permit and to properly address USACE comments. Task Series 400 Permitting outlined HDR's permitting understandings for the Project and did not include Section 404 permitting in HDR's scope of services. Our involvement exceeded the original agreement scope of services: Task Series 800 Section 404 Coordination, has been added to reflect the Additional Services.

AMENDED SCOPE OF SERVICES – PHASE I – PRELIMINARY AND FINAL DESIGN

TASK SERIES 800 SECTION 404 COORDINATION

Task Objectives: Provide engineering, technical, and coordination support on Section 404 permit issues.

HDR Activities: **Task 810 Permit Coordination, Consultation, and Meetings.** Task includes internal meetings to address 404 issues with P-MRNRD, Hayes Environmental, and DIAL staff as needed; and external consultation meetings with USACE personnel.

Subtask 810.1 Internal Project Team Meetings Internal meetings and coordination to address 404 issues with P-MRNRD, Hayes Environmental, and DIAL staff as needed.

Subtask 810.2 U.S. Army Corps of Engineers Coordination Meet with the USACE to discuss and review 404 permit application documentation and address comments/concerns.

Task 820 Section 404 Response. Prepare responses to USACE comments on Section 404 application.

Subtask Task 820.1 Alternative Analyses. Prepare detailed documentation and supporting information for alternatives considered for

Dam Site 13. Documentation to comply with USACE NEPA requirements.

Subtask Task 820.2 Preparation of Initial 404 Comment Responses.

Prepare detailed responses to USACE comments on initial Section 404 application. Provide technical and engineering services to develop response documents. Reformat of response document to correspond with typical USACE NEPA guidelines. Prepare/revise necessary figures and supporting materials.

Subtask Task 820.3 Preparation of Applicant's 404 Showing

Documents. Prepare detailed applicant's "showing" document to portray all considerations in the development of the Project in standard USACE 404 format for use in their final decision.

Task Deliverables:

- Responses to Comments
- Alternative Analyses matrix
- Applicant's Showing Document

Key Understandings:

- P-MRNRD has retained Hayes Environmental for Section 404 permitting and will continue to act as applicant's agent. Hayes to assist HDR in responding to USACE comments. Documents prepared will be compiled and submitted by Hayes.
- Meetings with USACE will be attended by a 3 HDR professionals.

TASKS		Labor										Expenses					Subconsultants				Totals	
		Project Manager	Sr Engr/ Technical	Geotech Engineer	Mid-Level Technical	Junior-Level Technical	Tech Support	Field Rep.	Chief	Total Hours	Total Labor Cost	Tech. Fee	Printing	Travel	Misc.	Total Expenses	Thiele Geotech	LPA	Rick Donovan	Total Subs	Total Labor & Exp.	Est. Total Cost
Task #10	Permit Coordination, Consultation, and Meetings																					
Subtask #10.1	Internal Project Team Meetings	4	10							14	\$2,101	\$53				\$53					\$2,154	\$2,154
Subtask #10.2	U.S. Army Corps of Engineers Coordination	4	0							12	\$1,763	\$54		\$40		\$54				\$0	\$1,867	\$1,867
Task #20	Section 404 Response																					
Subtask #20.1	Alternative Analysis	16	12						2	30	\$4,067	\$135				\$135				\$0	\$4,222	\$4,222
Subtask #20.2	Preparation of Initial 404 Comment Responses	16	12						2	30	\$4,067	\$135				\$135				\$0	\$4,222	\$4,222
Subtask #20.3	Preparation of Applicant's 404 Showing	4	40						2	46	\$7,005	\$207				\$207				\$0	\$7,212	\$7,212
	Estimated Task Hours Subtotal	44	82	0	0	0	0	6	0	132	\$18,063	\$595	\$0	\$40	\$0	\$635	\$0	\$0	\$0	\$0	\$19,698	\$19,698
	Estimated Task Cost Subtotal	\$5,629	\$13,058	\$0	\$0	\$0	\$0	\$402	\$0													

Memorandum

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: October 3, 2005
Re: Agreement with MAPA to Obtain Contours in Washington County

In 2003, the Board approved an agreement with MAPA to assist in funding the acquisition of new aerial photography in all of Douglas, Sarpy, and Washington Counties and topography (2 foot contours) in all of Douglas and Sarpy County. This digital data has been produced by Horizons, Inc out of Rapid City, South Dakota and is now available for use. However, new topography (2 foot contours) was not acquired for Washington County at that time due to additional funding required to meet FEMA standards for the West Papillion Creek and Tributaries Floodplain Remapping project.

Therefore, a new agreement between the District and MAPA is attached and would commit the NRD to pay \$56,175.00 from this year's budget to obtain topography (2 foot contours) in the portion of Washington County within the Papillion Creek Watershed. MAPA's contract with Horizons, Inc will be extended to cover this additional work. Topography produced as a result of this project is vital to the Dam Site 1 & 3C Preliminary Design Study, future floodplain mapping projects, and the Papio Creek Watershed Partnership studies.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Interlocal Agreement with the Metropolitan Area Planning Agency to obtain contours within the Papillion Creek Watershed in Washington County for the sum of \$56,175.00, as approved to form by District legal council.

AN AGREEMENT BETWEEN THE PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY TO OBTAIN CONTOURS IN WASHINGTON COUNTY, NEBRASKA AND OTHER DIGITAL MAP PRODUCTS.

THIS AGREEMENT, made and entered into this day of , 2005 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and The Papio Missouri River Natural Resources District,

WITNESSETH:

WHEREAS, a group of agencies within MAPA's jurisdiction (hereinafter called the Mapping Consortium) and MAPA officials have mutually agreed the metropolitan area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the Mapping Consortium and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by Mapping consortium members, benefits all Mapping Consortium agencies

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Mapping Firm of Horizons, Inc of Rapid City, South Dakota.

II.
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the Mapping Consortium members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager who will be the point of contact between MAPA and Horizons, Inc. The Steering committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for Mapping Consortium members.

III.
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Horizons, Inc. The work shall include obtaining contours in Washington County NE. The Contractor will produce digital orthophotos, contours, and other digital mapping products, as further specified in the Contract, within the mapping area.

IV.
METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Horizons, Inc who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Horizons, Inc. for completion of the contemplated work. No contract shall be signed with Horizons, Inc. until MAPA and the Mapping Consortium members have executed this Interlocal Agreement. After completion of the Project by Horizons, Inc, each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V.
FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Horizons, Inc.

Horizons, Inc. shall provide regular monthly progress reports which shall be available to all Mapping Consortium members. An account of Project billings and payments by MAPA shall made be available to Mapping Consortium members upon request.

MAPA shall bill Papio Missouri River Natural Resources District as agreed upon. Papio Missouri River Natural Resources District shall pay MAPA \$56,175.00 within 30 days of receipt of bill.

VI.
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Horizons, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Horizons, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of work.

VII.
DURATION

This Agreement shall remain in full force and effective until December 31, 2005, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the Mapping Consortium prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2005, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

VIII.
NON-DISCRIMINATION

The parties to this Agreement 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, color, sex, age, disability, political or religious opinions, affiliations or national origin.

IX.
APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

X.
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Chairman

BY: _____
Date

PAPIO MISSOURI RIVER
NATURAL RESOURCES DISTRICT

ATTEST:

BY: _____
Authorized Official

BY: _____
Date

APPROVED AS TO FORM

MAPA Legal Council

Date

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar, Project Manager

SUBJECT: Review of Final Design for the Elkhorn River/HWY 64 Public Access

DATE: October 3, 2005

Attached is the site layout plan regarding the final design for the Elkhorn River public access near Waterloo, NE. The tentative schedule is for bids to be requested during late Fall with an award for development of the project at the District's Board of Directors meeting in either November or December. Total cost of this project will be in the vicinity of \$200,000.00 which will consist of site grading, a gravel parking lot, restroom facilities, canoe ramp and docking facility, fencing and signage.

Approval of the plan has already been accepted by the Village Board of Waterloo and their planning board. The Nebraska Game and Parks Commission will also need to consent on the final design before the initiation of construction activities. As you may recall the Village of Waterloo has agreed to maintain the site in the years ahead so long as motorboats (particularly airboats) are not allowed at this location.

Completion of the project will most likely occur in early spring of 2006 due to the fine grading and seeding that will be needed.

STATION	POSTING	STATION	POSTING	STATION	POSTING	STATION	POSTING	STATION	POSTING
0+00	1500	0+50	1500	1+00	1500	1+50	1500	2+00	1500
0+10	1500	0+60	1500	1+10	1500	1+60	1500	2+10	1500
0+20	1500	0+70	1500	1+20	1500	1+70	1500	2+20	1500
0+30	1500	0+80	1500	1+30	1500	1+80	1500	2+30	1500
0+40	1500	0+90	1500	1+40	1500	1+90	1500	2+40	1500
0+50	1500	1+00	1500	2+00	1500	2+50	1500	3+00	1500
0+60	1500	1+10	1500	2+10	1500	2+60	1500	3+10	1500
0+70	1500	1+20	1500	2+20	1500	2+70	1500	3+20	1500
0+80	1500	1+30	1500	2+30	1500	2+80	1500	3+30	1500
0+90	1500	1+40	1500	2+40	1500	2+90	1500	3+40	1500
1+00	1500	1+50	1500	2+50	1500	3+00	1500	3+50	1500
1+10	1500	1+60	1500	3+00	1500	3+10	1500	3+60	1500
1+20	1500	1+70	1500	3+10	1500	3+20	1500	3+70	1500
1+30	1500	1+80	1500	3+20	1500	3+30	1500	3+80	1500
1+40	1500	1+90	1500	3+30	1500	3+40	1500	3+90	1500
1+50	1500	2+00	1500	3+40	1500	3+50	1500	4+00	1500
1+60	1500	2+10	1500	3+50	1500	4+00	1500	4+10	1500
1+70	1500	2+20	1500	4+00	1500	4+10	1500	4+20	1500
1+80	1500	2+30	1500	4+10	1500	4+20	1500	4+30	1500
1+90	1500	2+40	1500	4+20	1500	4+30	1500	4+40	1500
2+00	1500	2+50	1500	4+30	1500	4+40	1500	4+50	1500
2+10	1500	2+60	1500	4+40	1500	4+50	1500	4+60	1500
2+20	1500	2+70	1500	4+50	1500	4+60	1500	4+70	1500
2+30	1500	2+80	1500	4+60	1500	4+70	1500	4+80	1500
2+40	1500	2+90	1500	4+70	1500	4+80	1500	4+90	1500
2+50	1500	3+00	1500	4+80	1500	4+90	1500	5+00	1500
2+60	1500	3+10	1500	4+90	1500	5+00	1500	5+10	1500
2+70	1500	3+20	1500	5+00	1500	5+10	1500	5+20	1500
2+80	1500	3+30	1500	5+10	1500	5+20	1500	5+30	1500
2+90	1500	3+40	1500	5+20	1500	5+30	1500	5+40	1500
3+00	1500	3+50	1500	5+30	1500	5+40	1500	5+50	1500
3+10	1500	3+60	1500	5+40	1500	5+50	1500	5+60	1500
3+20	1500	3+70	1500	5+50	1500	5+60	1500	5+70	1500
3+30	1500	3+80	1500	5+60	1500	5+70	1500	5+80	1500
3+40	1500	3+90	1500	5+70	1500	5+80	1500	5+90	1500
3+50	1500	4+00	1500	5+80	1500	5+90	1500	6+00	1500
3+60	1500	4+10	1500	6+00	1500	6+10	1500	6+20	1500
3+70	1500	4+20	1500	6+10	1500	6+20	1500	6+30	1500
3+80	1500	4+30	1500	6+20	1500	6+30	1500	6+40	1500
3+90	1500	4+40	1500	6+30	1500	6+40	1500	6+50	1500
4+00	1500	4+50	1500	6+40	1500	6+50	1500	6+60	1500
4+10	1500	4+60	1500	6+50	1500	6+60	1500	6+70	1500
4+20	1500	4+70	1500	6+60	1500	6+70	1500	6+80	1500
4+30	1500	4+80	1500	6+70	1500	6+80	1500	6+90	1500
4+40	1500	4+90	1500	6+80	1500	6+90	1500	7+00	1500
4+50	1500	5+00	1500	6+90	1500	7+00	1500	7+10	1500
4+60	1500	5+10	1500	7+00	1500	7+10	1500	7+20	1500
4+70	1500	5+20	1500	7+10	1500	7+20	1500	7+30	1500
4+80	1500	5+30	1500	7+20	1500	7+30	1500	7+40	1500
4+90	1500	5+40	1500	7+30	1500	7+40	1500	7+50	1500
5+00	1500	5+50	1500	7+40	1500	7+50	1500	7+60	1500
5+10	1500	5+60	1500	7+50	1500	7+60	1500	7+70	1500
5+20	1500	5+70	1500	7+60	1500	7+70	1500	7+80	1500
5+30	1500	5+80	1500	7+70	1500	7+80	1500	7+90	1500
5+40	1500	5+90	1500	7+80	1500	7+90	1500	8+00	1500
5+50	1500	6+00	1500	7+90	1500	8+00	1500	8+10	1500
5+60	1500	6+10	1500	8+00	1500	8+10	1500	8+20	1500
5+70	1500	6+20	1500	8+10	1500	8+20	1500	8+30	1500
5+80	1500	6+30	1500	8+20	1500	8+30	1500	8+40	1500
5+90	1500	6+40	1500	8+30	1500	8+40	1500	8+50	1500
6+00	1500	6+50	1500	8+40	1500	8+50	1500	8+60	1500
6+10	1500	6+60	1500	8+50	1500	8+60	1500	8+70	1500
6+20	1500	6+70	1500	8+60	1500	8+70	1500	8+80	1500
6+30	1500	6+80	1500	8+70	1500	8+80	1500	8+90	1500
6+40	1500	6+90	1500	8+80	1500	8+90	1500	9+00	1500
6+50	1500	7+00	1500	8+90	1500	9+00	1500	9+10	1500
6+60	1500	7+10	1500	9+00	1500	9+10	1500	9+20	1500
6+70	1500	7+20	1500	9+10	1500	9+20	1500	9+30	1500
6+80	1500	7+30	1500	9+20	1500	9+30	1500	9+40	1500
6+90	1500	7+40	1500	9+30	1500	9+40	1500	9+50	1500
7+00	1500	7+50	1500	9+40	1500	9+50	1500	9+60	1500
7+10	1500	7+60	1500	9+50	1500	9+60	1500	9+70	1500
7+20	1500	7+70	1500	9+60	1500	9+70	1500	9+80	1500
7+30	1500	7+80	1500	9+70	1500	9+80	1500	9+90	1500
7+40	1500	7+90	1500	9+80	1500	9+90	1500	10+00	1500
7+50	1500	8+00	1500	10+00	1500	10+10	1500	10+20	1500
7+60	1500	8+10	1500	10+10	1500	10+20	1500	10+30	1500
7+70	1500	8+20	1500	10+20	1500	10+30	1500	10+40	1500
7+80	1500	8+30	1500	10+30	1500	10+40	1500	10+50	1500
7+90	1500	8+40	1500	10+40	1500	10+50	1500	10+60	1500
8+00	1500	8+50	1500	10+50	1500	10+60	1500	10+70	1500
8+10	1500	8+60	1500	10+60	1500	10+70	1500	10+80	1500
8+20	1500	8+70	1500	10+70	1500	10+80	1500	10+90	1500
8+30	1500	8+80	1500	10+80	1500	10+90	1500	11+00	1500
8+40	1500	8+90	1500	10+90	1500	11+00	1500	11+10	1500
8+50	1500	9+00	1500	11+00	1500	11+10	1500	11+20	1500
8+60	1500	9+10	1500	11+10	1500	11+20	1500	11+30	1500
8+70	1500	9+20	1500	11+20	1500	11+30	1500	11+40	1500
8+80	1500	9+30	1500	11+30	1500	11+40	1500	11+50	1500
8+90	1500	9+40	1500	11+40	1500	11+50	1500	11+60	1500
9+00	1500	9+50	1500	11+50	1500	11+60	1500	11+70	1500
9+10	1500	9+60	1500	11+60	1500	11+70	1500	11+80	1500
9+20	1500	9+70	1500	11+70	1500	11+80	1500	11+90	1500
9+30	1500	9+80	1500	11+80	1500	11+90	1500	12+00	1500
9+40	1500	9+90	1500	11+90	1500	12+00	1500	12+10	1500
9+50	1500	10+00	1500	12+00	1500	12+10	1500	12+20	1500
9+60	1500	10+10	1500	12+10	1500	12+20	1500	12+30	1500
9+70	1500	10+20	1500	12+20	1500	12+30	1500	12+40	1500
9+80	1500	10+30	1500	12+30	1500	12+40	1500	12+50	1500
9+90	1500	10+40	1500	12+40	1500	12+50	1500	12+60	1500
10+00	1500	10+50	1500	12+50	1500	12+60	1500	12+70	1500
10+10	1500	10+60	1500	12+60	1500	12+70	1500	12+80	1500
10+20	1500	10+70	1500	12+70	1500	12+80	1500	12+90	1500
10+30	1500	10+80	1500	12+80	1500	12+90	1500	13+00	1500
10+40	1500	10+90	1500	12+90	1500	13+00	1500	13+10	1500
10+50	1500	11+00	1500	13+00	1500	13+10	1500	13+20	1500
10+60	1500	11+10	1500	13+10	1500	13+20	1500	13+30	1500
10+70	1500	11+20	1500	13+20	1500	13+30	1500	13+40	1500
10+80	1500	11+30	1500	13+30	1500	13+40	1500	13+50	1500
10+90	1500	11+40	1500	13+40	1500	13+50	1500	13+60	1500
11+00	1500	11+50	1500	13+50	1500	13+60	1500	13+70	1500
11+10	1500	11+60	1500	13+60	1500	13+70	1500	13+80	1500
11+20	1500	11+70	1500	13+70	1500	13+80	1500	13+90	1500
11+30	1500	11+80	1500	13+80	1500	13+90	1500	14+00	1500
11+40	1500	11+90	1500	13+90	1500	14+00	1500	14+10	1500
11+50	1500	12+00	1500	14+00	1500	14+10	1500	14+20	1500
11+60	1500	12+10	1500	14+10	1500	14+20	1500	14+30	1500
11+70	1500	12+20	1500	14+20	1500	14+30	1500	14+40	1500
11+80	1500	12+30	1500	14+30	1500	14+40	1500	14+50	1500
11+90	1500	12+40	1500	14+40	1500	14+50	1500	14+60	1500
12+00	1500	12+50	1500	14+50	1500	14+60	1500	14+70	1500
12+10	1500	12+60	1500	14+60	1500	14+70	1500	14+80	1500
12+20	1500	12+70	1500	14+70	1500	14+80	1500	14+90	1500
12+30	1500	12+80	1500	14+80	1500	14+90	1500	15+00	1500
12+40	1500	12+90	1500	14+90	1500	15+00	1500	15+10	1500
12+50	1500	13+00	1500	15+00	1500	15+10	1		



MEMORANDUM

TO: Programs, Projects and Operations Subcommittee
FROM: Jean Friends Tait, Purchasing Agent
DATE: October 3, 2005
Re: Purchase of 2006 Vehicles

In conjunction of the approval of the FY 2006 budget, request for bids for the purchase of FY 2006 District Vehicles were received and opened on October 3, 2005 at 2:00 p.m. in the District Office. The bid summary sheets are attached for your review. The recommendations are as follows:

- A. One – 2006, Compact/Mid-Size, 4-Wheel Drive, Extended Cab Pickup Truck, (Bid Item A): The staff recommends that the low and best bid of \$12,467 from Gregg Young Chevrolet be accepted with trade-in of the District's 2001 Ford F-150 Pickup Truck, serial #1FTZR182X1KF74399.
- B. One – 2006, ¾ Ton, 4-Wheel Drive, Pickup Truck (Bid Item B): The staff recommends that the low bid and best bid of \$10,960.80 from Atchley Ford be accepted with trade-in of the District's 2002 Chevrolet ¾ Ton, Pickup Truck, serial #1GCHK24U72Z201172.
- C. One – 2006, ¾ Ton, Extended Cab, 4-Wheel Drive, Pickup Truck (Bid Item C): The staff recommends the low and best bid of \$14,176.80 from Atchley Ford be accepted with trade-in of the District's 2000, Ford F-250 Pickup Truck, serial #1FTNX21L4YRC85306.
- D. One – 2006, ¾ Ton, Chassis-Cab, Pickup Truck (Bid Item D): The staff recommends the low and best bid of \$11,449 from Lee Sapp Ford be accepted with trade-in of the District's 2001 Chevrolet, ¾ Ton, Pickup Truck w/box serial # 1GCHK24U91E228055.

The vehicles bids come to an expensed total of \$49,053.60. Budgeted amount for this equipment is \$86,000.

The staff's recommendation is to accept the low and best bids submitted for the vehicles.

Bid "A" Summary

2006, Compact/Mid-Size, Extended Cab, 4-Wheel Drive, Pickup Truck

Opening: October 3, 2005

2:00 p.m.

Dealer/Make	<u>Atchley*</u> Ford	Superior Honda	<u>Gregg Young</u> <u>Chevrolet</u>	<u>Lee Sapp Ford</u>	Copple Chevrolet
A. Total Price	\$18,454	\$25,975	<i>\$17,467</i>	\$18,296	\$17,717.35
B. Total Price with trade in 2001 Ford F150 Pickup Serial # 1FTZR182X1KF74399	\$12,459*	\$25,975 no trade-in	<i>\$12,467</i>	\$13,296	\$13,017.35
C. Trade in allowance	\$5,995	\$0	<i>\$5,000</i>	\$5,000	\$4,700
D. Delivery Date	60 days	60 days	<i>60 days</i>	60 days	60 days
E. Warranty	3 yr/36,000	3 yr/36,000	<i>3yr/36,000</i>	3yr/36,000	3yr/36,000
F. Vehicle Type	Ranger	Ridgeline	<i>Colorado</i>	Ranger	Colorado

**Atchley Ford submitted a bid deviation on spare tire (temp), a bid difference of \$8 between low and next low bid.*

Staff recommends the low and best bid of \$12,467 submitted by Gregg Young for a 2006 Chevrolet Colorado with trade-in of the District's 2001 Ford F150 Pickup Truck.

Bid "B" Summary
2006, ¾ Ton, 4-Wheel Drive, Pickup Truck

Opening: October 3, 2005
2:00 p.m.

Dealer/Make	<u>Atchley Ford</u>	Gregg Young Chevrolet	<u>Lee Sapp Ford</u>	<u>Copple Chevrolet</u>
A. Total Price	<i>\$21,460.80</i>	\$22,726	\$22,987	\$21,580.13
C. Total Price with trade in 2002 Chevrolet ¾ Ton Pickup Truck Serial # 1GCHK24U72Z201172	<i>\$10,960.80</i>	\$15,726	\$12,987	\$12,780.13
D. Trade in allowance	<i>\$10,500</i>	\$7,000	\$10,000	\$8,800
F. Delivery Date	<i>60 days</i>	60 days	60 days	60 days
G. Warranty	<i>3yr/36,000</i>	3yr/36,000	3yr/36,000	3yr/36,000
F. Vehicle Type	<i>F-250</i>	Silverado	F-250	Silverado

Staff recommends the low and best bid of \$10, 960.80 submitted by Atchley Ford for a 2006 Ford F-250 with trade-in of the District's 2002 Chevrolet, ¾ Ton, Pickup Truck.

Bid "C" Summary

2006, ¾ Ton, Extended Cab, 4-Wheel Drive, Pickup Truck

Opening: October 3, 2005

2:00 p.m.

Dealer/Make	<u>Atchley Ford</u>	Gregg Young	<u>Lee Sapp Ford</u>	<u>Copple Chevrolet</u>
A. Total Price	\$23,176.80	\$25,182	\$22,545	\$23,960.65
D. Total Price with trade in 2000, Ford F250 Pickup Truck Serial # 1FTNX21L4YRC85306	\$14,176.80	\$18,182	\$15,045	\$16,460.65
E. Trade in allowance	\$9,000	\$7,000	\$7,500	\$7,500
H. Delivery Date	60 days	60 days	60 days	60 days
I. Warranty	3yr/36,000	3yr/36,000	3yr/36,000	3yr/36,000
F. Vehicle Type	F-250	Silverado	F-250	Silverado

Staff recommends the low and best bid of \$14,176.80 submitted by Atchley Ford for a 2006 Ford F-250 with trade-in of the District's 2000 Ford F250 Pickup Truck.

Bid "D" Summary
2006, ¾ Ton, Chassis-Cab, Pickup Truck

Opening: October 3, 2005
2:00 p.m.

Dealer/Make	Gregg Young Chevrolet	<i>Lee Sapp Ford</i>	<u>Copple Chevrolet</u>
A. Total Price	\$21,995	<i>\$20,449</i>	\$21,933
E. Total Price with trade in 2001Chevrolet ¾ Ton Pickup Truck w/box Serial # 1GCHK24U91E228055	\$16,495	<i>\$11,449</i>	\$14,633
F. Trade in allowance	\$5,500	<i>\$9,000</i>	\$7,300
J. Delivery Date	60 days	<i>60 days</i>	60 days
K. Warranty	3yr/36,000	<i>3yr/36,000</i>	3yr/36,000
F. Vehicle Type	Silverado	<i>F-250</i>	Silverado

Staff recommends the low and best bid of \$11,449 submitted by Lee Sapp Ford for a 2006 Ford F-250 with trade-in of the District's 2001 Ford F150 Pickup Truck.

Agenda Item: 12.b.

MEMORANDUM TO: Programs, Projects and Operations Subcommittee
SUBJECT: Sole-Source Request "Mack" Low-Boy Tractor
DATE: October 3, 2005
FROM: Bill Warren, Assistant Operations & Maintenance Superintendent

In conjunction of the approval of the FY 2006 budget, request for bids for the purchase of a sole-source request of a 2006, Mack, Low-Boy Tractor was received and opened on October 3, 2005 at 2:00 p.m. in the District Office. The bid summary sheet is attached for your review. Staff and management believe it is in the best interest of the District to purchase the sole-source brand of "Mack" for the Low-Boy tractor for the following reasons.

1. The District current owns three pieces of Mack equipment (2 dump trucks and 1 low-boy tractor). This equipment has performed outstandingly with minimal maintenance.
2. All components of said equipment are "Mack" parts; which is essential for sound operation and performance.
3. The Mack equipment seems to perform best with the terrain in which the equipment is used. Just as with the John Deere Tractors that the Board has approved sole-sourcing in the past, the Mack operates both most efficiently and safely in our field conditions.
4. The District has used the Ford trucks in the past and incurred excessive maintenance and repairs. We also had a Freight Liner brand low-boy tractor which also required excessive maintenance and repairs in every day use.
5. Most of the major construction fleets in the Omaha area utilize the "Mack" brand, which shows the brand reliability.
6. There are three Mack dealers in Nebraska/Iowa which allows competitive bidding as is required.

The board has, in the past, allowed sole-source purchase of tractors (specifically John Deere Tractors) due to efficiency and safety issues, as is in the case of this piece of equipment. Budgeted amount for this equipment is \$86,500. **It is staff's recommendation to follow the Board's lead to purchase a sole-source brand. Staff recommends the purchase the Mack Low-Boy Tractor from Wise-Mack, Inc., for a cost of \$74,855, with trade-in of the 1980, Mack, Low-Boy Tractor and the 1973, Ford Flat Bed Truck.**

Bid "E" Summary
2006, Mack, Low-Boy Tractor

Opening: October 3, 2005
2:00 p.m.

Company	<u>Wise-Mack</u>	Rees Mack	Housby Mack
A. Total Basic Price	\$90,355	\$87,416	\$102,650
B. Total Price w/Trade-in 1980 Mack Low-Boy R612ST #5488 1973 Ford Flat Bed Tandem Axel Truck LN800 #T88VS51367	\$74,855	\$79,816	\$90,650
C. Trade-in allowance	\$15,500	\$7,600	\$12,000
D. Make/Mode	CHN-613	CHN-613	CHN-613

Staff recommends the low bid of \$74,855 submitted by Wise-Mack for the 2006, Low-Boy Tractor with trade-in of the District's 1980 Mack, Low-Boy Tractor and the 1973 Ford Flat Bed Tandem Axel Truck.