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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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RETURN TO: Bair1

CHECK NUMBER

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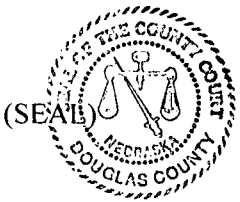
Case No. CI16-22460

C/SC 2 (8/88)

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IN TESTIMONY WHEREOF, I have placed my signature and the seal of said Court.

DATE: March 10, 2017 BY THE COURT: Mychelle L. Williamson
(Deputy Clerk)



IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

DOUGLAS COUNTY SCHOOL DISTRICT)
0001, a school district and political)
subdivision of the State of Nebraska,)

Plaintiff,)

vs.)

TINCHER INVESTMENTS CO., INC.;)
JAMES E. LANG, Attorney at Law;)
WESTERN JDB REALTY, LLC; TRIUMPH)
COMMUNITY BANK, N.A.; TBK BANK,)
SSB; PLATTSMOUTH STATE BANK;)
FIVE POINTS BANK; FIRST AMERICAN)
TITLE INSURANCE COMPANY; THE)
NATIONAL BANK; SIEBERT MOBILITY)
NEBRASKA, INC.; TINCHER OF OMAHA;)
and MARK A. TINCHER, an individual doing)
business as 55th STREET CYCLE,)

Defendant.)

CASE NO. 16-0022460

RETURN OF APPRAISERS

FILED
2017 JAN 30 AM 10:51
CLERK OF COURT
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

TO THE COUNTY JUDGE OF DOUGLAS COUNTY, NEBRASKA

We, the undersigned appraisers, do hereby certify that we were served with an Order Appointing Appraisers and have taken the oath of appraisers; that we did carefully inspect and view the property described in the Petition for Condemnation; and that we did hear all parties interested therein who wished to be heard in reference to the amount of damages sustained.

We further certify that we assessed the damages that the condemnees have sustained or will sustain by such appropriation of the property as described in the Petition.

Now, therefore, we as the appointed appraisers, do hereby find and assess the damages that will be suffered by reason of Douglas County School District 0001's appropriation of the property for public purposes in the amount of:



002482779C01

1. TOTAL AMOUNT AWARDED FOR THE TAKING AND DAMAGES OF FEE
SIMPLE PROPERTY INTEREST CONDEMNED AS REFLECTED IN THE PETITION:

\$ 2,110,000

Award to be distributed as follows:

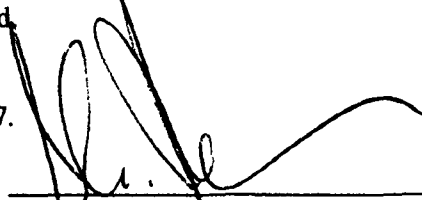
Tincher Investments Co., Inc.	<u>\$ 979,503.95</u>
James E. Lang, Attorney at Law	\$ 0.00
Western JDB Realty, LLC	\$ 0.00
Triumph Community Bank, N.A.	\$ 0.00
TBK Bank, SSB	\$ 0.00
Plattsmouth State Bank	\$ 0.00
Five Points Bank	\$1,130,496.05 plus \$153.02 per day each day after February 1, 2017
First American Title Insurance Co.	\$ 0.00
The National Bank	\$ 0.00
Siebert Mobility Nebraska, Inc.	\$ 0.00
Tincher of Omaha	\$ 0.00
Mark A Tincher, d/b/a 54 th Street Cycle	\$ 0.00

2. Siebert Mobility Nebraska Inc., Tincher of Omaha, and Mark A. Tincher do not claim any interest in these proceeds, and the proceeds subject to the payment of any liens are payable to Tincher Investment Co., Inc.

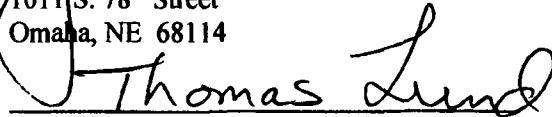
3. This amount does not include any amounts for relocation payments between condemner and condemnees, which shall be paid by condemner separate and apart from this proceeding as required by law.

All of which is hereby respectfully submitted.

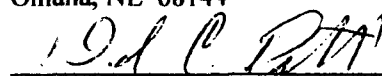
Dated this 30 day of January, 2017.



John Moran
1011 S. 78th Street
Omaha, NE 68114



Thomas Lund
1503 S. 152nd Circle
Omaha, NE 68144



David C. Peters
725 N. 57th Street
Omaha, NE 68132

Signed and sworn to before me this _____ day of January, 2017.

County Judge

APPROVED AS TO FORM
AND ALLOCATION TO LIENHOLDERS:

TINCHER INVESTMENTS CO., INC.;
SIEBERT MOBILITY NEBRASKA, INC.;
TINCHER OF OMAHA; and MARK A.
TINCHER, Defendants,

By: /s/ Patrick D. Pepper
William F. Hargens (16578)
Patrick D. Pepper (23228)
McGrath North Mullin & Kratz, PC LLO
First National Tower, Suite 3700
1601 Dodge Street
Omaha, Nebraska 68102
(402) 341-3070
(402) 341-0216 fax
whargens@mcgrathnorth.com
ppepper@mcgrathnorth.com

CERTIFICATE OF SERVICE

I, the undersigned, certify that on January 30, 2017 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Patrick D Pepper
ppepper@mcgrathnorth.com

James E Lang
jlang@langlawllc.com

Western JDB Realty, LLC,
L & W Agents, Inc., Reg Agt
220 N Main St., Ste 600
Davenport, IA 52801

Triumph Community Bank,N.A.,
John DeDoncker, CEO & President
852 Middle Rd
Bettendorf, IA 52722

TBK Bank, SSB,
John DeDoncker, CEO & President
852 Middle Rd
Bettendorf, IA 52722

Plattsmouth State Bank,
Laura A. Schneider, Reg Agt
446 Main Box 340
Plattsmouth, NE 68048

Five Points Bank,
Thomas O'Kelley, Reg Agt
8820 Arbor St.
Omaha, NE 68124

First American Title Insurance Co.,
CSC-Lawyers Incorporating Svcs Co
Reg Agt. Ste 1900 233 South 13 St.
Lincoln, NE 68508

The National Bank,
John DeDoncker, CEO & President
852 Middle Rd.
Bettendorf, IA 52722

Steven D Davidson
sdavidson@bairdholm.com



Date: January 30, 2017

BY THE COURT:

Sheryl Connolly
CLERK

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

DOUGLAS COUNTY SCHOOL DISTRICT
0001, a school district and political
subdivision of the State of Nebraska,

CASE NO. CI16-22460

Condemner,

v.

PETITION TO CONDEMN

TINCHER INVESTMENTS CO., INC.;
JAMES E. LANG, Attorney at law;
WESTERN JDB REALTY, LLC; TRIUMPH
COMMUNITY BANK, N.A.; TBK BANK,
SSB; PLATTSMOUTH STATE BANK;
FIVE POINTS BANK; FIRST AMERICAN
TITLE INSURANCE COMPANY; THE
NATIONAL BANK; SIEBERT MOBILITY
NEBRASKA, INC.; TINCHER OF OMAHA,
INC.; and MARK A. TINCHER, an
individual doing business as 55th STREET
CYCLE

FILED
2016 DEC 14 P 1:44
CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NEBRASKA

Condemnees.

Condemner, Douglas County School District 0001 (the "School District"), for its
Petition to Condemn pursuant to Neb. Rev. Stat. § 76-704, states and alleges as
follows:

1. The School District is a political subdivision and school district within the
meaning of Neb. Rev. Stat. § 79-101 and has the authority to exercise eminent domain
pursuant to Neb. Rev. Stat § 79-1095.

2. Condemnee Tincher Investments Co., Inc. ("Tincher"), a Nebraska
corporation, is the owner of record of real estate in Douglas County, Nebraska, the
address of record of which is 5450 "L" Street, Omaha, Nebraska, and the legal
description of which is Lot 1, Intransit Addition Replat 3, an Addition to the City of



002416745C01

Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (the "Property").

3. Condemnee Western JDB Realty, LLC, an Iowa limited liability company may claim an interest in the Property as Beneficiary under that certain Deed of Trust executed by Tincher, as Trustor, to James E. Lang, Attorney at Law, as Trustee, and Western JDB Realty, LLC, an Iowa limited liability company, Beneficiary, dated March 12, 2015, and recorded March 13, 2015, at Instrument No. 2015018012, records of Douglas County, Nebraska (the "Western JDB DOT").

4. Condemnee James E. Lang, Attorney at Law, may claim an interest in the Property as Trustee under the Western JDB DOT.

5. Condemnees Triumph Community Bank and TBK Bank, SSB, may claim an interest in the Property as assignee under the Western JDB DOT.

6. Condemnee Plattsmouth State Bank may claim an interest in the Property as Trustee and Beneficiary under the Deed of Trust executed by Tincher, as Trustor, dated July 22, 2015, and recorded July 28, 2015, at Instrument No. 2015062067, records of Douglas County, Nebraska and as Trustee and Beneficiary under that certain Deed of Trust executed by Tincher, as Trustor, dated January 19, 2016, and recorded January 19, 2016, at Instrument No. 2016004769.

7. Condemnee Five Points Bank may claim an interest in the Property as Trustee and Beneficiary under that certain Deed of Trust executed by Tincher, as Trustor, dated September 1, 2016, and recorded September 9, 2016, at Instrument No. 2016074607, records of Douglas County, Nebraska, and in connection with certain subordinations and assignments of rent relating to other Tincher obligations.

8. Condemnee THE National Bank may claim an interest in the Property as Beneficiary under that certain Deed of Trust executed by Tincher, as Trustor, dated June 17, 2012, and recorded June 7, 2012, at Instrument No. 2012055434, records of Douglas County, Nebraska (the "National DOT").

9. Condemnee First American Title Insurance Company may claim an interest in the Property as Trustee under the National DOT.

10. The respective interest of the Condemnees with a record interest in the Property is indicated on a Commitment for Title Insurance for the Property dated October 6, 2015, a true and correct copy of which is attached and incorporated by this reference as Exhibit "A."

11. Condemnee Siebert Mobility Nebraska, Inc. may claim an interest in the Property as Lessee under a lease agreement with Tincher that, on information and belief, commenced on May 1, 2015.

12. Condemnee Tincher of Omaha, Inc. may claim an interest in the Property as Lessee under a lease agreement with Tincher that, on information and belief, commenced on May 1, 2015.

13. Condemnee Mark A. Tincher, an individual dba 55th Street Cycle may claim an interest in the Property as Lessee under a lease agreement with Tincher that, on information and belief, commenced on May 1, 2015.

14. The School District must acquire fee simple ownership of the Property for the purpose of constructing a new high school building. It is necessary to that public purpose that fee simple ownership of the entire Property, rather than any portion of the property, be secured by the School District.

15. The School District selected the location of the new high school building with respect to the location of the student population the new high school is intended to serve and the suitability of the Property and adjacent property for a new high school.

16. On May 18, 2015, the governing board of the School District authorized the School District to notify property owners of the proposed acquisition of the Property and further authorized the holding of a public hearing relating to the proposed acquisition.

17. On May 28, 2015, the School District mailed to Condemnee Tincher Investments Co., Inc. a notice of intent to acquire the Property by certified mail. A copy of the notice of intent to acquire and certified mail receipt are attached and incorporated herein by this referenced as Exhibit "B." The School District provided this notice of its intent to acquire the Property by certified mail to the address shown on the Property's tax records more than 45 days prior to beginning negotiations for such acquisition.

18. On June 11, 2015, more than 30 days prior to beginning negotiations for the acquisition, the School District held a public hearing at Ashland Park Robbins Elementary School, 5050 South 51st Street, Omaha, Nebraska, explaining the nature of and the necessity for the project for which it sought to acquire the Property, the reasons for selecting the particular location or route, the right of each owner of the Property to be represented by an attorney and to negotiate and accept or reject the offer of damages which will be sustained by the proposed acquisition, and the right to require that such damages be determined pursuant to the procedures for acquisition by eminent domain. Notice of the public hearing was published in the Daily Record of Omaha once per week for three successive weeks prior to the hearing. A true and correct copy of said notice

of public hearing is attached hereto and incorporated herein by this reference as Exhibit "C."

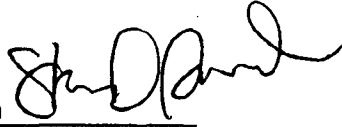
19. The School District engaged the services of Midwest Right of Way Services, Inc. ("Midwest") to conduct negotiations for the acquisition of the Property. After engaging in good faith negotiations for the acquisition of the Property, Condemnees failed and refused to accept the offered consideration for the purchase of the Property. Records from Midwest evidencing these negotiations is attached hereto collectively and incorporated herein by this reference as Exhibit "D."

20. On April 4, 2016, the governing board of the School District authorized the filing of this Petition for Condemnation.

21. No approval from any other agency is required for the School District to exercise its power of eminent domain to acquire the Property.

WHEREFORE, the School District respectfully requests that the County Judge of Douglas County, Nebraska, select as appraisers three disinterested freeholders from Douglas County who are not interested in a like question, and direct the sheriff to summon said three disinterested freeholders whose duty it shall be to carefully inspect and view the above-described property, who shall hear all parties interested therein when they are so inspecting and viewing said property, who will thereafter assess the damages which the Condemnees will sustain by reason of the aforementioned appropriation and who thereafter shall make and file a report thereof in writing to the County Judge of Douglas County, Nebraska, together with all further proceedings as authorized and required by law and necessary and proper in the premises.

Dated this 14th day of December, 2016.

By: /s/Steven D. Davidson 
Steven D. Davidson (#18684)
Brian R. Schumacher (#25391)
of BAIRD HOLM LLP
1700 Farnam Street
Suite 1500
Omaha, NE 68102-2068
Email: sdavidson@bairdholm.com
bschumacher@bairdholm.com
Phone: 402-344-0500

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued Through: TitleCore National, LLC | 9140 West Dodge Road, Suite 380 | Omaha, NE 68114
Phone: 402-691-9933 | Fax: 402-691-9970

File No. **TC2187C**
Revision Number 2

SCHEDULE A

1. Effective Date: **October 6, 2016 at 8:00am**

2. Policy or Policies to be issued:

A. ALTA Owner's Policy - (6-17-06)

Amount of Insurance: **TBD**
Premium: **\$TBD.00**

Proposed Insured: **Douglas County School District 0001, a Nebraska political subdivision**

B. ALTA Loan Policy - (6-17-06)

Amount of Insurance:
Premium:

Proposed Insured:

C. ALTA Endorsement(s) to be issued in connection with the loan policy: ,

NE Insured Closing Letter Endorsement

Premium **\$25.00**

3. The estate or interest in the land described or referred to in this commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the effective date vested in:

Tincher Investments Co., Inc., a Nebraska corporation

5. The land referred to in the Commitment is described as follows:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION

EXHIBIT "A"

Lot 1, Intransit Addition Replat 3, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

File No. TC2187C
Revision Number 2

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be complied with:

1. Instruments creating the estate or interest(s) to be insured, the form and execution of which shall be satisfactory to the Company, must be executed, delivered and duly filed for record.
 - a. Corporation Warranty Deed executed by Tincher Investments Co., Inc., a Nebraska corporation, in due Corporate form and signed by its authorized signatory(ies), in favor of Douglas County School District 0001, a Nebraska political subdivision; or
 - b. Title Company has been informed that subject property will be conveyed to Douglas County School District 0001 by use of eminent domain. If this is the case require eminent domain proceedings be filed with the Douglas County Court, an order of the court for the condemnation of subject property, and a return of appraisers be filed with the Douglas County Register of Deeds Office.
2. Deed of Reconveyance of Deed of Trust executed by Tincher Investments Co., Inc., a Nebraska corporation, Trustor, to James E. Lang, Attorney at Law, Trustee, and Western JDB Realty, LLC, an Iowa limited liability company, Beneficiary, dated March 12, 2015, filed March 13, 2015 at Instrument No. 2015018012, records of Douglas County, Nebraska, securing amount of \$742,500.00, and any other amounts payable thereof. Assigned to Triumph Community Bank by Assignment of Rights of Beneficiary Under Deed of and Consent dated March 12, 2015, filed March 17, 2015 at Instrument No. 2015018841, records of Douglas County, Nebraska.
 - a. Release of Assignment of Rights of Beneficiary Under Deed of Trust and Consent filed October 5, 2016 at Instrument No. 2016082765 filed by Beneficiary TBK Bank, SSB, successor by merger to Triumph Community Bank, N.A. f/k/a THE National Bank. Note: Deed of Trust must be released by the Trustee.
3. Release of Assignment of Rents and Leases executed by Tincher Investments Co., Inc., a Nebraska corporation, Borrower, to Western JDB Realty, LLC, an Iowa limited liability company, Lender, dated March 12, 2015, filed March 13, 2015 at Instrument No. 2015018013, records of Douglas County, Nebraska. Assigned to Triumph Community Bank, N.A. by Assignment of Assignment of Rents and Leases dated March 12, 2015, filed March 17, 2015 at Instrument No. 2015018842, records of Douglas County, Nebraska.
4. Articles of Incorporation and any amendments thereto, along with a certified copy of Corporate Resolution of Tincher Investments Co., Inc., Nebraska be furnished to this Company authorizing the transaction contemplated herein, and setting forth the authorized signatory(ies) to the pertinent documents.
5. Title Company requires proof that Tincher Investments Co., Inc., a Nebraska corporation is in good standing in its domiciliary jurisdiction.
6. REQUIRE execution of the attached Affidavit Regarding Owner by the titleholder.
7. In order to delete the standard exception to survey, as shown on this Commitment, we REQUIRE a current comprehensive survey of the premises showing location of all improvements, easements and encroachments thereon, and that it be duly certified by a Nebraska Registered Land Surveyor, in manner acceptable to this Company.
8. Upon receipt of an acceptable survey and the Affidavit Regarding Owner required above, the standard exception to rights and claims of parties in possession, as shown on this commitment, will be deleted and the following language will appear in lieu thereof: Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.
9. Deed of Reconveyance of Deed of Trust executed by Tincher Investments Co., Inc., a Nebraska corporation, Trustor, to Plattsmouth State Bank, as Trustee and as Beneficiary, dated July 22, 2015, filed July 28, 2015 at Instrument No. 2015062067, records of Douglas County, Nebraska, securing an amount of \$100,000.00 and any other amounts payable

thereof.

a. Intercreditor and Subordination Agreement executed by Plattsmouth State Bank (Junior Lender) and Five Points Bank (Senior Lender), filed September 9, 2016 at Instrument No. 2016074609, records of Douglas County, Nebraska, subordinating the above Deed of Trust to the Deed of Trust to Five Points Bank.

10. Intentionally deleted. Requirement fulfilled.

11. Deed of Reconveyance of Deed of Trust executed by Tincher Investments Co., Inc., a Nebraska corporation, Trustor, to Plattsmouth State Bank, as Trustee and as Beneficiary, dated January 19, 2016, filed January 20, 2016 at Instrument No. 2016004769, records of Douglas County, Nebraska, securing an amount of \$160,000.00 and any other amounts payable thereof.

a. Intercreditor and Subordination Agreement executed by Plattsmouth State Bank (Junior Lender) and Five Points Bank (Senior Lender), filed September 9, 2016 at Instrument No. 2016074609, records of Douglas County, Nebraska, subordinating the above Deed of Trust to the Deed of Trust to Five Points Bank.

12. Intentionally deleted. Requirement fulfilled.

13. Deed of Reconveyance of Deed of Trust dated September 1, 2016 and recorded September 9, 2016 as Instrument No. 2016074607 of the Records of Douglas County, NE, executed by Tincher Investments co., Inc., a Nebraska Corporation, Trustor, in favor of Five Points Bank, Trustee, and Five Points Bank, Beneficiary, securing the sum of \$990,000.00 and any other amounts payable under the terms thereof.

14. Release of Assignment of Rents dated September 1, 2016 and recorded September 9, 2016 as Instrument No. 2016074608 of the Records of Douglas County, NE, executed by Tincher Investments Co., Inc. in favor of Five Points Bank, Lender.

15. Partial Deed of Reconveyance of Deed of Trust dated June 7, 2012 and recorded June 7, 2012 as Instrument No. 2012055434 of the Records of Douglas County, NE, executed by Western JBD Realty, LLC, Trustor, in favor of First American Title Insurance Company, Trustee, and THE National Bank, Beneficiary, securing the sum of \$2,666,667.00 and any other amounts payable under the terms thereof.

a. Partial Reconveyance of Deed of Trust filed March 17, 2015 at Instrument No. 2015018843, records of Douglas County, Nebraska, releasing subject property from the above Deed of Trust.

b. Assignment and Assumption of Deed of Trust and Consent filed May 4, 2016 at Instrument No. 2016033031, Assigning above Deed of Trust and showing subject property as part of the legal description. Require additional Partial Reconveyance of Affidavit to be filed of record from Assignor, deleting subject property from the above document.

NOTE: Please order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

File No. TC2187C
Revision Number 2

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the public records.

Special Exceptions:

6. General taxes assessed under Tax Key No. 1702 2070 14 due December 31, 2015 and payable in 2016 total \$18,846.44, paid in full.
 - a. The lien of the general taxes for 2016, due December 31, 2016 and payable in 2017, and all subsequent taxes and special assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of the County Treasurer for collection at the date hereof.
7. Due to recent changes in procedures by the City of Omaha Planning Department, there may exist notices of code violations or of code enforcement, or similar notices, not appearing of record in the office of the Register of Deeds of Douglas County, Nebraska. Under the terms and provisions of the policy, such unrecorded matters are excluded from coverage.
8. Terms and provisions of "Revocable License Agreement" filed September 10, 1940, at Book 148 at Page 373, records of Douglas County, Nebraska, by and between Metropolitan Utilities District of Omaha and E. P. McEvoy, concerning a water main.
9. Terms and provisions of "Revocable License Agreement" filed September 10, 1940, at Book 148 at Page 374, records of Douglas County, Nebraska, by and between Metropolitan Utilities District of Omaha and John P. Donegan, concerning a water main.
10. Terms and provisions of "Agreement" by and between Pennie Z. Davis and Florence C. Davis, husband and wife, Foxley & Co., and the Omaha National Bank and Eileen C. Foxley, Trustees under the Will of William J. Foxley, Deceased, filed March 12, 1968 in Book 460 at Page 573, records of Douglas County, Nebraska.
11. Terms, provisions and easement contained in "Easement" in favor of the City of Omaha, Nebraska, filed April 23, 1968 in Book 462 at Page 387, records of Douglas County, Nebraska, for sanitary and storm sewers.

12. Terms, provisions and easement as set forth in "Indemnification Agreement" in favor of the City of Omaha filed April 23, 1968 in Book 462 at Page 407, records of Douglas County, Nebraska, for sewer construction and maintenance.
13. Terms, provisions and easement as set forth in "Right-of-Way Easement" in favor of Omaha Public Power District, its successors and assigns, filed June 19, 1986 in Book 778 at Page 279, records of Douglas County, Nebraska, for electric facilities.
14. Easements reserved to the City of Omaha in Ordinance No. 33551 filed June 9, 1995 in Book 1148 at Page 658, records of Douglas County, Nebraska.
15. Easements granted by Plat and Dedication of Intransit Addition, recorded September 23, 2009, at Instrument No. 2009103758, Records of Douglas County, Nebraska, affecting a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet. Further grants a perpetual easement to Metropolitan Utilities District a 5 foot wide strip of land abutting all cul-de-sac streets. Plat shows a 25 foot wide ingress/egress easement across the East 25 feet of subject property.
16. Easements granted by Reciprocal Permanent Access Easement Agreement dated September 18, 2009, filed September 23, 2009 at Instrument No. 2009103760, records of Douglas County, Nebraska,
17. Easements granted by Plat and Dedication of Intransit Addition Replat 1, recorded December 30, 2009, at Instrument No. 2009138240, Records of Douglas County, Nebraska, affecting a five foot wide strip of land abutting all front and side boundary lot lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet. Further grants a perpetual easement to Metropolitan Utilities District a 5 foot wide strip of land abutting all cul-de-sac streets. Plat shows a 25 foot wide ingress/egress easement across the East 25 feet of subject property.
18. Terms, provisions and easement as set forth in "Post Construction Stormwater Management Plan Maintenance Agreement and Easement" filed January 22, 2013 at Instrument No. 2013006481, records of Douglas County, Nebraska.
19. Easement as shown on the Administrative Subdivision of Intransit Replat 2, filed February 5, 2015 at Instrument No. 2015008450, records of Douglas County, Nebraska. Survey shows a 24 foot wide ingress/egress easement across a portion of subject property. Plat shows a 25 foot wide ingress/egress easement across the East 25 feet of subject property.
20. Terms, provisions, and easement as set forth in "Access Easement", filed February 9, 2015 at Instrument No. 2015009190, records of Douglas County, Nebraska, in favor of Lots 1 and 2, Intransit Addition Replat 2, across a portion of subject property.
21. Terms and provisions of "Restrictive Use Covenant" filed February 9, 2015 at Instrument No. 2015009191, records of Douglas County, Nebraska. Amended Restrictive Use Covenant filed March 13, 2015 at Instrument No. 2015018010, records of Douglas County, Nebraska.
22. Easements as set forth in Administrative Subdivision of Intransit Addition Replat 3 filed February 17, 2015 at Instrument No. 2015011494, records of Douglas County, Nebraska. Plat survey shows a 25 foot wide access easement on the East side of subject property and a note about a 24 foot wide easement on the West side of subject property.

23. Terms, provisions and easement as set forth in "Access Easement" filed March 13, 2015 at Instrument No. 2015018009, records of Douglas County, Nebraska, by and between JDB Realty, LLC, an Iowa limited liability company, Grantor, to Tincher Investments Co., Inc., a Nebraska corporation.
24. Subject to any and all unrecorded leases, contracts, and or verbal agreements.



DISTRICT OPERATIONAL SERVICES DEPARTMENT

3215 CUMING STREET OMAHA, NEBRASKA 68131-2024 (402) 557-2200 FAX: (402) 557-2269

May 28, 2015

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Tincher Investments Co., Inc.
5500 L ST
Omaha, NE 68117

Re: Address: 5450 L ST, Omaha, NE 68117
Legal Description: Lot 1 Intransit Addition Replat 3, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska (the "Property")

Dear Sir or Madam:

Douglas County School District 0001 (Omaha Public Schools) is proposing to acquire for use by the School District the Property described above, and the improvements located on that Property. The compensation for the Property, if acquired, will be the fair market value as determined by one or more appraisals. The Property would be acquired pursuant to the authority granted to the School District under Section 79-1095 of the Nebraska Revised Statutes. The School District proposes to acquire fee simple title to the entire Property to fulfill a need to construct a new high school on the site, and the School District intends to use the Property for such purpose. The total site to be acquired consists of approximately 42 acres. This site was selected by the School District due to its location and suitability for a new high school facility.

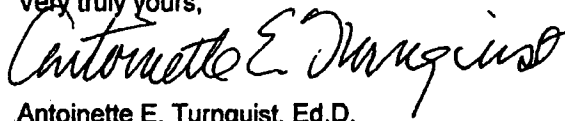
A public hearing will be held on June 11, 2015, at 7:00 p.m. at the Ashland Park Robbins Elementary School Building at 5050 South 51st Street, Omaha, Nebraska. At the public hearing the School District will explain:

1. The nature of the project and the necessity for the project.
2. The reasons for selecting this particular location.
3. The right of each property owner to be represented by an attorney and to negotiate and accept or reject the offer of damages that will be sustained by the proposed acquisition.
4. The right of the property owner to require that damages sustained by the proposed acquisition be determined pursuant to the procedures for acquisition by eminent domain.

At the public hearing, the School District will hear and consider any objections to the proposed acquisition by any person. After the public hearing, the Board of Education of the School District will finally determine whether to proceed with the acquisition at a regularly scheduled meeting of the Board.

If you have any questions regarding the hearing or the proposed acquisition, please call Jeremy Madson at 402-557-2800.

Very truly yours,

A handwritten signature in cursive script, reading "Antoinette E. Turnquist". The signature is written in dark ink and is positioned above the printed name and title.

Antoinette E. Turnquist, Ed.D.
Executive Director, District Operational Services

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tincher Investments Co., Inc.
5500 L ST
Omaha, NE 68117

2. Article Number

(Transfer from service label)

7014 2120 0002 3102 9374

PS Form 3811, July 2013

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Mr. Tincher

C. Date of Delivery

6-7-75

D. Is delivery address different from item 1? ☒ Yes

If YES, enter delivery address below: ☐ No

5450 L ST.

3. Service Type

☒ Certified Mail®

☐ Priority Mail Express™

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

OMAHA
NE 680

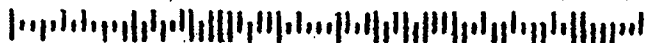
01 JUN '15



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

Antoinette Turnquist
Omaha Public Schools/DOS
3215 Cuming Street
Omaha NE 68131-2024



NOTICE OF PUBLIC HEARING

Douglas County School District 0001 (Omaha Public Schools) will hold a public hearing on June 12, 2015, at 7:30 p.m., at Ashland Park Robb Elementary School, 5050 South 51st Street, Omaha, Nebraska, 68117 regarding the proposed acquisition by the School District of certain real property and improvements for a school site. At the public hearing, the proposed acquisition will be explained and public input regarding the proposed acquisition will be received. The properties proposed to be acquired are legally described as:

Lots 1 and 2, in Spring Valley Replat 1, an addition to the City of Omaha, as surveyed, plat- ted and recorded in Douglas County, Nebraska; and

Lots 1 through 15, inclusive, Tax 1st Addition, an addition to the City of Omaha, as sur- veyed, platted and recorded, Douglas County, Nebraska, together with all that part of up- graded 58th Street adjacent said lots but not including those portions taken for public street purposes; and

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 6; thence North 90°00'00" East along the South line of said Northwest Quarter a distance of 1161.83 feet; thence North 3°44'27" East along the East line of the Southwest Quarter of the Northwest Quarter of said Section 6 a distance of 132.10 feet to the point of beginning; thence South 89°54'08" West a distance of 223.55 feet; thence North 72°08'11" West a distance of 19.02 feet; thence North 17°56'48" West a distance of 309.35 feet; thence North 72°04'46" East a distance of 130.00 feet; thence South 86°11'24" East a distance of 235.10 feet; thence South 3°44'27" West along the East line of the Southwest Quarter of the Northwest Quarter a distance of 324.82 feet to the point of beginning containing 2.283 acres more or less; and

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 6; thence North 00°13'13" East (assumed bearing) along the West line of the Northwest Quarter, a distance of 1,322.51 feet; thence South 89°42'18" East along the North line of the south- west quarter of the Northwest Quarter, a distance of 48.00 feet to the point of beginning; thence South 00°13'13" West along the West line of the Northwest Quarter, a distance of 136.18 feet; thence South 90°00'00" East along the East line of the Northwest Quarter, a distance of 255.44 feet; thence South 00°13'13" West along the West line of 7th Street a distance of 255.44 feet; thence South 00°13'13" West along the East right-of-way line of 7th Street a distance of 204.18 feet; thence North 89°46'16" West a distance of 25.00 feet; thence South 00°13'13" East along the North right-of-way line of 7th Street a distance of 174.80 feet; thence North 81°46'37" East along the North right-of-way line of 7th Street, a distance of 303.36 feet; thence South 87°44'10" East along the North right-of-way line of 7th Street, a distance of 387.07 feet; thence North 03°44'27" East along the East line of the Southwest Quarter of said Section 6, a distance of 42.2 feet; thence South 89°54'08" West, a distance of 223.55 feet; thence North 72°08'11" West, a distance of 19.02 feet; thence North 17°56'47" West, a distance of 309.35 feet; thence North 72°04'46" East, a distance of 130.00 feet; thence South 86°11'24" East, a distance of 235.10 feet; thence South 03°53'04" East along the East line of the Southwest Quarter of the Northwest Quarter of said Section 6, a distance of 639.99 feet; thence Northwest along a 1,482.7-foot radius curve to the right, a distance of 672.75 feet (said curve has a chord bearing North 70°13'08" West and a chord distance of 666.59 feet); thence North 89°42'18" West along the North line of the Southwest Quarter of the Northwest Quarter of said Section 6, a distance of 554.31 feet to the point of begin- ning, containing 24.253 acres, more or less; and

Lot 1, Interest Addition, an Addition to the City of Omaha, Douglas County, Nebraska; and
Lot 1, Interest Addition Replat 1, an Addition to the City of Omaha, Douglas County, Ne- braska; and

Lots 1 and 2, Interest Addition Replat 3, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

5-2282986-5-15

THE DAILY RECORD OF OMAHA LYNDA K. HENNINGSEN, Publisher PROOF OF PUBLICATION

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha,

J. BOYD

being duly sworn, deposes and says that she is

LEGAL EDITOR

of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 800 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in THE DAILY RECORD, of Omaha, on

May 22, 29, 2015

& June 5, 2015

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.

A GENERAL NOTARY, State of Nebraska.

ELLEN FREEMAN

My Comm. Exp. Dec. 11, 2017

Subscribed in my presence and sworn to before me this 5th day of June

Publisher's Fee \$221.18

Additional Copies \$

Total \$221.18

Notary Public in and for Douglas County,
State of Nebraska

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 7, 2016

Mr. Patrick D. Pepper
McGrath, North, Attorneys
1601 Dodge St., Suite 3700,
Omaha, NE 68102

RE: Tincher Investments Company, Inc.
5450 "L" Street
Omaha, NE 68117

Dear Mr. Pepper:

Douglas County School District 0001 (Omaha Public Schools) has authorized Midwest Right of Way Services, Inc. to negotiate the acquisition of land and improvements for the above referenced project, including your client's property referred to above. On January 19, 2016, the project was explained and an offer in the amount of \$1,210,000.00 for the fee acquisition of land and improvements was presented to your client on behalf of the School District. The offer was based on, supported by, and in the amount of the appraisal that the School District had obtained from Kevin Kroeger, MAI, of Valuation Services. Mr. Tincher provided to me a copy of an appraisal of the property prepared by George Tesar in the amount of \$2,100,000.00. This report was presented by me to the School District.

The School District increased its offer to \$1,331,000.00 and submitted it to Mr. Tincher on February 24, 2016. This offer was rejected by Mr. Tincher. On June 29, 2016, on behalf of Mr. Tincher, you submitted by email a counter-offer to sell in the amount of \$2,750,000.

After internal discussions with our client regarding the property's value and my discussions with you, the School District increased its offer to \$1,600,000.00, an increase of 32% over the amount stated in the appraisal obtained by the School District. The School District made this increased offer in order to try to reach a settlement regarding the purchase. This offer was rejected and no further counter-offer has been made.

The School District has considered Mr. Tincher's counter offer of \$2,750,000, and the School District has decided not to accept the counter offer. The School District settlement offer in the amount of \$1,600,000.00 remains open and can still be accepted by your client. If an agreement on the purchase of the property cannot be reached by September 16, 2016, the \$1,600,000 settlement offer will be withdrawn and the file will be turned over to the School District's legal counsel for further action to secure the necessary land rights for the project. Midwest Right of Way Services, Inc. will remain open for further negotiations throughout this process.

If you have any questions, please contact me at 402-955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

Jack Borgmeyer

13425 "A" Street • Omaha, Nebraska 68144 • *Phone* 402-955-2900 • 866-955-2901 • *Fax* 402-955-2903

Acquisition Agent

13425 "A" Street • Omaha, Nebraska 68144 • *Phone* 402-955-2900 • 866-955-2901 • *Fax* 402-955-2903

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
9-24-2015	N/A	N/A	N/A	Mark Tincher, Jack Borgmeyer	1
REPORT OF DISCUSSION:					

Mark Tincher
 Tincher Investments
 402-306-5001

Mark Tincher called me at our office and requested a copy of his appraisal. I told him that I would make a copy of the appraisal and deliver it to him.

I made copies of his appraisal and also J.D. Byrider's appraisal, located directly west of Tincher, and delivered them to both property owners this afternoon.

PROJECT NUMBER: OPS High School Site - 60th and L Streets		TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer			PROPERTY OWNER: Tincher Investment Company, Inc.
AGENT: <i>(Signature)</i>			DATE: September 24, 2015

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
11-09-2015	N/A	N/A	N/A	Mark Tincher, Jack Borgmeyer	2
REPORT OF DISCUSSION:					

Mark Tincher
Tincher Investments
402-306-5001

Mark Tincher called me at our office and wanted to know how we can proceed with negotiations. I told him that I would have an agent make an appointment to make his offer to him, based on the approved appraisal. He told me that he has hired an appraiser to prepare a report for him also, and we may as well wait until he gets his report.

He also said that he has been looking for replacement property and cannot find anything close to the size of his property for a reasonable price. He said that he thinks our appraisal is very low and not indicative of the market.

I told him that he has done the right thing by hiring his own appraiser. I told him that presenting another appraisal is the most effective way of negotiating a higher price for his property. I told him that he can also present comparable properties that are on the market to try to make his case for a higher purchase price. Although market prices of unsold properties do not determine value, if there are a number of them out there, it could indicate an upward trend of prices.

PROJECT NUMBER: OPS High School Site - 60th and L Streets		TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer			PROPERTY OWNER:
AGENT: (Signature)			Tincher Investment Company, Inc.
			DATE: November 9, 2015

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
01-19-16	\$1,210,000	N/A	\$3,350,000	Mark Tincher, John Borgmeyer	3
Mark Tincher Tincher Investments 402-306-5001 REPORT OF DISCUSSION:					

January 19, 2016

I called Mark Tincher at Seibert Mobility. He stated that he would be available to meet with me to discuss his offer at 11:00 AM. I stated that I would meet with him then.

I met Mark Tincher at his office at 5525 L St, Omaha, Nebraska. I gave Mr. Tincher the **Midwest Right of Way Services Introduction Letter** stating that we have been hired by Omaha Public Schools, to acquire land for the OPS High School Site - 60th and L Streets project.

I gave Mr. Tincher an Information Letter explaining that Omaha Public Schools is purchasing Lot 1, Intransit Addition Replat 3, and Addition to the City of Omaha, as surveyed, platted, and recorded in fee simple title. I explained that they are purchasing the property as a total acquisition.

I presented the **Statement of Offer** to Mr. Tincher. The land acquisition is a total acquisition of the property. The total offer for Mr. Tincher is \$1,210,000.00.

Mr. Tincher explained that the offer was too low, and that he has had his own appraisal completed by George Tesar. Mr. Tesar valued the property at \$2,100,000.00. Mr. Tincher stated that he will be submitting a counter offer of over \$3,000,000.00. He stated that he would send me or Jack Borgmeyer a counter offer, via e-mail, in the next few days.

Mr. Tincher's main concern is that there are limited buildings in the area that he can purchase. He feels that in order to continue operating he will need to build a new building. He stated that he feels the cost to build an equivalent building would be over \$3,000,000.00.

Mr. Tincher also feels that Kevin Kroeger's appraisal gives too much negative weight to the restrictive covenant in his lease that states that the purchaser cannot do "buy here - pay here" auto sales for a period of 5 years from March 9, 2015. He stated that the restrictive covenant has no effect on his business.

Mr. Tincher did not have any other questions. I told him to give me a call if he had any further questions.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: John E. Borgmeyer		PROPERTY OWNER:
AGENT: (Signature)		Tincher Investment Company, Inc.
		DATE: January 19, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
02-24-16	\$1,331,000	N/A	\$3,350,000	Mark Tincer, Jack Borgmeyer, John Borgmeyer	4
Mark Tincer Tincer Investments 402-306-5001 REPORT OF DISCUSSION:					

February 24, 2016 - John and I met with Mark Tincer at his office. We presented a revised offer of \$1,331,000 to him for his property. He said that this amount is not even close to what his property is worth and what he needs to relocate his business. He said that he may as well call his attorney and get ready for condemnation if that is all we are going to offer.

He said that he has been looking for replacement property all along and cannot find anything close to the size of his property for a reasonable price. He gave me the listing information for the property owned by Cordel Foreign Motors which is located at 8616 L Street. He said this reinforces that our appraisal is very low and not indicative of the market. The Cordel property is listed for sale at a price of \$1,250,000.

The Cordel building has 12,004 SF of space. And the site is 41,683 SF in size. Comparing it to the Tincer building at 22,585 SF and a site of 106,626 SF, the site and building are much smaller. He also said that his building is newer and has also been remodeled whereas Cordel's has not been remodeled.

I explained to him that the school district has a duty to spend tax dollars wisely and that is why they have every property appraised by a qualified appraiser. I told him that the appraiser is a very good appraiser and the school district has to rely on the appraisal to protect tax dollars. I also mentioned the fact that his property has a deed restriction filed against it that does not allow an owner to operate a car dealership on the site that also provides financing. Mark argued that the restriction is only good for four more years and has nothing to do with the value of his property.

We discussed relocation assistance benefits and I went through the benefits for which he will be eligible, including the moving of his personal property, reestablishment of his business at the new location, and searching for the replacement site. I explained to him that businesses are not eligible to receive a replacement property payment. Only eligible homeowners and residential tenants can qualify for that payment.

Mark said that he feels his property is worth whatever it takes for him to replace it because he is being forced to move by the school district. He said he thinks it is worth \$3.35 million because that is what it would take to replace his property, as evidenced by the listing of the former Reagan Oldsmobile dealership property at 148th and West Center Road.

I told Mark that I would present the counter offer to Omaha Public Schools, but they really do not have a basis on which to pay that amount for his property.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER:
AGENT: (Signature)		Tincer Investment Company, Inc.
		DATE: February 24, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
03-25-16	\$1,331,000	N/A	\$3,350,000	Bill Hargens, Jack Borgmeyer	5
<p>Mark Tincher Tincher Investments 402-306-5001</p> <p>Bill Hargens, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

March 25, 2016

Bill Hargens called me at my office to discuss the Tincher property acquisition. He just finished a trial and said that Patrick Pepper, his colleague working on this is still taking depositions in Australia.

I recapped our negotiations with Mr. Tincher and I told Mr. Hargens that I had presented a revised offer of \$1,331,000 to Mr. Tincher for the acquisition of his property. I told him that our appraisal was for \$1,200,000 and he asked what the Byrider property next door had appraised for. I told him that I could not disclose that information to him until the sale closed and became a matter of public record.

I also said that Mark Tincher said that he feels his property is worth whatever it takes for him to replace it because he is being forced to move by the school district. He said he thinks it is worth \$3.35 million because that is what it would take to replace his property, as evidenced by the listing of the former Reagan Oldsmobile dealership property at 148th and West Center Road.

I said that we were in receipt of Mr. Tincher's appraisal and have reviewed it. At this point, the School District is not willing to pay more than \$1.3 million for the property.

Mr. Hargens said that he or Mr. Pepper would get back to me.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER:
AGENT: (Signature)		Tincher Investment Company, Inc.
		DATE: March 25, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
04-04-16	\$1,331,000	N/A	\$3,350,000	Patrick Pepper, Jack Borgmeyer	6
<p>Mark Tincher Tincher Investments 402-306-5001</p> <p>Patrick Pepper, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

April 4, 2016

Patrick Pepper called me at my office to discuss the Tincher property acquisition. He just returned from Australia where he was working on a case and Bill Hargens had asked him to follow up with me.

I recapped our negotiations with Mr. Tincher and I told Mr. Pepper that our current offer is \$1,331,000 that our appraisal is \$1,200,000 and Mark Tincher told me that he would accept \$3,350,000 for his property.

I explained that Mark Tincher said he will accept \$3.35 million because that is what it would take to replace his property, as evidenced by the listing of the former Reagan Oldsmobile dealership property at 148th and West Center Road. It has also been on the market for a while and has not sold. The area is not similar and the property around is really not conducive to auto sales.

Mr. Pepper asked me about Tincher's relocation assistance offer and how much does it add to the acquisition amount. I told him that it differs greatly from a residential relocation assistance package. Business owners are not eligible for a replacement property payment, as is the case for residential displacees. I explained the three payments to Mr. Pepper. I told him that the relocation will be just enough to move Mr. Tincher's personal property to a new location, help him re-establish his business at the new location, and pay him up to \$2,500 for searching for a new location. He will need the relocation to pay for items necessary to operate his business at the new location, like changing addresses on letterhead, business cards, signs, etc.

We talked about the School District's appraisal and he said that he thought the penalty that Mr. Kroeger gave the property for the covenant in the deed is excessive. He said that their appraiser did not discount the comparable sales like Mr. Kroeger did because he did not feel that the covenant reduced the property value at all. I told him that we are making good progress on the project and we would like to finish our negotiations on the outstanding parcels as soon as possible.

He told me that he would talk to Mark Tincher and get back to me.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER:
AGENT: (Signature)		Tincher Investment Company, Inc.
		DATE: April 4, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
06-06-16	\$1,331,000	N/A	\$3,350,000	Patrick Pepper, Jack Borgmeyer	7
<p>Mark Tincer Tincer Investments 402-306-5001</p> <p>Patrick Pepper, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

June 6, 2016

Patrick Pepper called me at my office to discuss the Tincer property acquisition. He wanted to know where we are with our negotiations.

I recapped our negotiations with Mr. Tincer and I told Mr. Pepper that our current offer is \$1,331,000, and that our appraisal is \$1,200,000. I know that their appraisal is \$2.1 million.

I again explained what types of payments that Mark Tincer would be eligible for under relocation assistance. I explained the three payments to Mr. Pepper. I told him that the relocation will be just enough to move Mr. Tincer's personal property to a new location, help him re-establish his business at the new location, and pay him up to \$2,500 for searching for a new location. He will need the relocation to pay for items necessary to operate his business at the new location.

We talked about the School District's appraisal and he said that he thought the penalty that Mr. Kroeger gave the property for the covenant in the deed is excessive. He said that their appraiser did not discount the comparable sales like Mr. Kroeger did because he did not feel that the covenant reduced the property value at all. I told him to make us another counter offer if he wanted to continue to negotiate.

I also told him that we are making progress on the project and we would like to finish our negotiations on the outstanding parcels as soon as possible.

He told me that he would talk to Mark Tincer and get back to me.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER: Tincer Investment Company, Inc.
AGENT: (Signature)		DATE: June 6, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
06-20-16	\$1,331,000	N/A	\$3,350,000	Patrick Pepper, Jack Borgmeyer	8
<p>Mark Tincher Tincher Investments 402-306-5001</p> <p>Patrick Pepper, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

June 20, 2016

Patrick Pepper called me at my office to discuss the Tincher property acquisition. He wanted to know where we are with our negotiations.

I recapped our negotiations with Mr. Tincher and I told Mr. Pepper that our current offer is \$1,331,000, and that our appraisal is \$1,200,000. I know that their appraisal is \$2.1 million.

I again explained what types of payments that Mark Tincher would be eligible for under relocation assistance. I explained the three payments to Mr. Pepper. I told him that the relocation will be just enough to move Mr. Tincher's personal property to a new location, help him re-establish his business at the new location, and pay him up to \$2,500 for searching for a new location. He will need the relocation to pay for items necessary to operate his business at the new location.

We talked about the School District's appraisal and he said that he thought the penalty that Mr. Kroeger gave the property for the covenant in the deed is excessive. He said that their appraiser did not discount the comparable sales like Mr. Kroeger did because he did not feel that the covenant reduced the property value at all. I told him to make us another counter offer if he wanted to continue to negotiate.

I also told him that we are making progress on the project and we would like to finish our negotiations on the outstanding parcels as soon as possible.

He told me that he would talk to Mark Tincher and get back to me.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER: Tincher Investment Company, Inc.
AGENT: (Signature)		DATE: June 20, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
7-19-16	\$1,331,000	N/A	\$2,500,000.	Patrick Pepper, Jack Borgmeyer	9
<p>Mark Tincher Tincher Investments 402-306-5001</p> <p>Patrick Pepper, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

July 19, 2016

Patrick Pepper called me at my office to discuss the Tincher property acquisition. He wanted to know where we are with our negotiations.

I explained that the attorney for Omaha Public Schools was going to meet with one of the OPS officials to discuss the possibility of making another counter offer to Mr. Tincher.

Mr. Pepper said that they some serious issues with Mr. Kroeger's appraisal. Generally that the Byrider appraisal for the property next door to the Tincher property was appraised at \$2,350,000 versus the Tincher property at \$1,200,000. Both the Byrider property size and the building size are smaller than Tincher's property and building.

Mr. Tincher is tired of the delay and uncertainty of the disposition of his property and needs to get this matter settled but is not willing to sell his property for half of what it is worth. They hired George Tesar to perform an appraisal of their property one year ago and his value was \$2.1 million. Mr. Pepper told me that they know that the Byrider property was settled for \$2.5 million, and they feel their property is worth as much or more.

We talked about the School District's appraisal and he said that he thought Mr. Kroeger's appraisal had some serious flaws. I told him that I would communicate with the school district's attorney and get back to him.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER:
AGENT: (Signature)		Tincher Investment Company, Inc.
		DATE: June 20, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
8-5-16	\$1,600,000	N/A	\$2,500,000.	Patrick Pepper, Jack Borgmeyer	10
<p>Mark Tincher Tincher Investments 402-306-5001</p> <p>Patrick Pepper, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

August 5, 2016

I called Patrick Pepper to discuss the Tincher property acquisition. I told him that I had spoken to the attorney for OPS and they had given me direction to offer \$1.6 million for the property.

I told him that \$1,600,000 was 32% over the original appraised value, higher than any other negotiation on the project. I also said that we were open to entertain any evidence of remodeling or construction costs for improvements to the building or site. I asked him to provide any of that information if they have it.

Mr. Pepper said that they some serious issues with Mr. Kroeger's appraisal, and he is still upset that we did not respond in writing addressing the items that he felt were deficient in the appraisal. Generally that the Byrider appraisal for the property next door to the Tincher property was appraised at \$2,350,000 versus the Tincher property at \$1,200,000. Both the Byrider property size and the building size are smaller than Tincher's property and building.

Mr. Tincher is tired of the delay and uncertainty of the disposition of his property and needs to get this matter settled but is not willing to sell his property for half of what it is worth. They hired George Tesar to perform an appraisal of their property one year ago and his value was \$2.1 million. Mr. Pepper told me that they know that the Byrider property was settled for \$2.5 million, and they feel their property is worth as much or more.

We talked about the School District's appraisal and he said that he thought Mr. Kroeger's appraisal had some serious flaws. I told him that I would communicate with the school district's attorney and get back to him.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER: Tincher Investment Company, Inc.
AGENT: (Signature)		DATE: August 5, 2016

<input checked="" type="checkbox"/> NEGOTIATION <input type="checkbox"/> RELOCATION ASSISTANCE			CALL REPORT		
CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT	VISIT NO.
8-17-16	\$1,331,000	N/A	\$2,750,000.	Patrick Pepper, Mark Tincher, Jack Borgmeyer	11
<p>Mark Tincher Tincher Investments 402-306-5001</p> <p>Patrick Pepper, Esq. McGrath North Law Firm 402-341-3070</p> <p>REPORT OF DISCUSSION:</p>					

August 17, 2016

I met with Mark Tincher and Patrick Pepper at Siebert Mobility, 5450 "L" Street. We talked briefly about the acquisition and Mark and Patrick both said that they had seen their neighbor's, J. D. Byrider's, appraisal. They also said that they knew that settled for \$2.5 million with the School District. They both insisted that the Tincher property was more valuable than the neighbor's because it had more display area along "L" Street, along with a comparable size lot and building.

I told them that they needed to make a counter offer to the School District. They both said that they had made a counter offer of \$2.75 million to me. I told them that I only remember the \$3.5 million counter offer from Mark when he told me that it would take \$3.5 million to buy the property at 148th and Wright Streets.

They said that after considering that OPS is paying \$2.5 million for the Byrider property, they both figure that their property is worth at least \$2.75 million. Mark said that his property is more visible and better located than the Byrider property, and their improvements are mostly new compared to the neighbor.

They said that they seriously want \$2.75 million and believe that the property is worth it, especially compared to the Byrider property at \$2.5 million.

We walked through the property and buildings and Mark showed me all of the improvements that he has made to the building.

PROJECT NUMBER: OPS High School Site - 60th and L Streets	TRACT NUMBER: 14B1, 14B2	PROPERTY TENANT:
TYPED NAME OF AGENT: Jack Borgmeyer		PROPERTY OWNER: Tincher Investment Company, Inc.
AGENT: (Signature)		DATE: August 17, 2016

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 30, 2016

Mr. Patrick D. Pepper
McGrath, North, Attorneys
1601 Dodge St., Suite 3700,
Omaha, NE 68102

RE: Tinchler Investments Company, Inc.
5450 "L" Street
Omaha, NE 68117

Dear Mr. Pepper:

The Omaha Public School District has authorized Midwest Right of Way Services, Inc. to negotiate the acquisition of land and improvements for the above referenced project. On January 19, 2016, the project was explained and an offer in the amount of \$1,210,000.00 for the fee acquisition of land and improvements was presented on behalf of the Omaha Public School District. Mr. Tinchler provided a copy of an appraisal of the property prepared by George Tesar in the amount of \$2,100,000.00. This report was presented to Omaha Public School District's attorney.

The Omaha Public School District revised their offer to \$1,331,000.00 on February 24, 2016. This offer was rejected by Mr. Tinchler.

After several discussions regarding the property value, the Omaha Public School District decided to increase their offer to \$1,600,000.00 in order to expedite a settlement. This offer was rejected by you and a counter offer was received from you in the amount of \$2,750,000.00 on August 17, 2016.

The counter offer was then presented to the Omaha Public School District for their consideration. The Omaha Public School District has decided not to accept the counter offer at this time. The Omaha Public School District would like to again extend a settlement offer in the amount of \$1,600,000.00 in an effort to reach an expeditious settlement. If a response is not received, the file will be turned over to Omaha Public School District's Legal Counsel for further action in securing the necessary land rights for the project. Midwest Right of Way Services, Inc. will remain open for further negotiations throughout this process.

If you have any questions, please contact me at 402-955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

Jack Borgmeyer
Acquisition Agent

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

October 26, 2016

Mr. Patrick D. Pepper
McGrath, North, Attorneys
1601 Dodge St., Suite 3700,
Omaha, NE 68102

RE: Tincher Investments Company, Inc.
5450 "L" Street
Omaha, NE 68117

Dear Mr. Pepper:

On September 7, 2016, the Omaha Public School District authorized Midwest Right of Way Services, Inc. to make an offer for the acquisition of land and improvements from Tincher Investments Company in the amount of \$1,600,000.00 for the above referenced project. This was based on our previous appraisal of the property.

On October 19, 2016, the School District had the appraiser, Kevin Kroeger of Valuation Services, Inc. re-inspect the property in order to provide an update of his previous appraisal. Mr. Kroeger has completed his update of the appraisal and a copy has been sent to you by the School District. The result of the updated appraisal was a revised value of \$1,600,000.00.

In an effort to settle this matter, the Omaha Public School District has decided to increase their offer to \$1,700,000.00 in order to expedite a settlement.

If a response is not received, the file will be turned over to Omaha Public School District's Legal Counsel for further action in securing the necessary land rights for the project. However, Midwest Right of Way Services, Inc. will remain open for further negotiations throughout this process.

If you have any questions, please contact me at 402-955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

Jack Borgmeyer
Acquisition Agent