

RECEIVED

JAN 30 2 57 PM '97

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



1200 186 MISC



01147 97 186-203

THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

M2
33-15-11

01147

| | | |
|------------------|----------------|------------------|
| FEE <i>90.80</i> | R | FB <i>600.00</i> |
| T DEL. | C/O | COMP <i>VP</i> |
| LEGAL PG | SCAN <i>de</i> | FV |

NO. DACW45-2-96-6042

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
PAPILLION CREEK AND TRIBUTARIES
DAM SITE 18, ZORINSKY LAKE
DOUGLAS COUNTY, NEBRASKA

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **THE RESERVE, L.L.C., a Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Nebraska, with its principal office at 4700 Skyline Drive, Elkhorn, Nebraska 68022,** hereinafter referred to as the grantee, an easement for the operation and maintenance of two 12" storm sewer outfall pipelines, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibits "A," "B" and "C," hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. **TERM**

This easement is hereby granted for a term of 50 years beginning **September 16, 1996, and ending September 15, 2046.**

2. **CONSIDERATION**

a. The grantee shall pay in advance to the United States the amount of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)** in full for the term hereof payable to the order of the Omaha District, Corps of Engineers and delivered to USAED, Omaha, ATTN: CEMRO-RM-FD, 215 North 17th Street, Omaha, Nebraska 68102-4978.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of

NO. DAW45-2-96-6042

debts. Interest will accrue from the date notification of the amount due is mailed to the grantee. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **THE RESERVE, L.L.C., Skyline Drive, Elkhorn, Nebraska 68022**, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 215 North 17th Street, Omaha, Nebraska 68102-4978, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Omaha District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes

NO. DAW45-2-96-6042

herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections; to remove timber or other material, except property of the grantee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no

NO. DAW45-2-96-6042

claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the

NO. DAW45-2-96-6042

event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

NO. DAW45-2-96-6042

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "D". Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over

NO. DAW45-2-96-6042

said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing easements. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. §1151; 33 U.S.C. §403), Section 404 of the Clean Water Act (33 U.S.C. §1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

Prior to the execution of this easement the following site specific conditions nos. 24, 25 and 26, were added hereto and made a part hereof:

24. The Grantee shall construct and maintain a proper lining with rock material (rip rap) at the storm sewer outlets so that erosion will be minimized at the site.

25. The Grantee shall correct damages as erosion or sedimentation downstream, resulting from the discharges of the storm sewer outfall pipelines, to the satisfaction of said officer.

26. The Grantee shall restore Corps Of Engineers boundary fencing which has been removed or altered during the sewer pipeline construction; and said fencing shall be restored within 2-weeks of completion of the sewer pipeline construction.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 3rd day of October, 1996.

STATE OF Nebraska
COUNTY OF Douglas

On January 14, 1997, GARY D. BLAIR, personally appeared before me, who is personally known to me to be the signor of the above instrument, and he acknowledged that he signed it.

R. G. Ellis
Notary Public

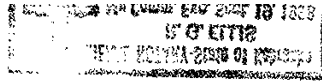
My Commission expires Sept. 19, 1998

Gary D. Blair

GARY D. BLAIR
Chief, Real Estate Division
Omaha District, Corps of Engineers



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS



CLERK OF DISTRICT COURT OF DOUGLAS COUNTY
CLERK'S OFFICE
NO. DAW45-2-96-6042
CYBA D. BYER

THIS EASEMENT is also executed by the grantee this 27th day of September, 1996.

THE RESERVE, L.L.C., a Limited Liability Company

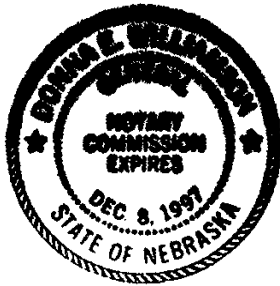
BY: Wendy Linder

TITLE: Member

STATE OF NEBRASKA]
COUNTY OF DOUGLAS] SS.

On this 27th day of September, 1996, before me a notary public in and for said county and state personally appeared WENDY LINDER, a Member of The Reserve, L.L.C., a Limited Liability Company, who acknowledged the execution of the above and foregoing Easement as her voluntary act and deed on behalf of said limited liability company.

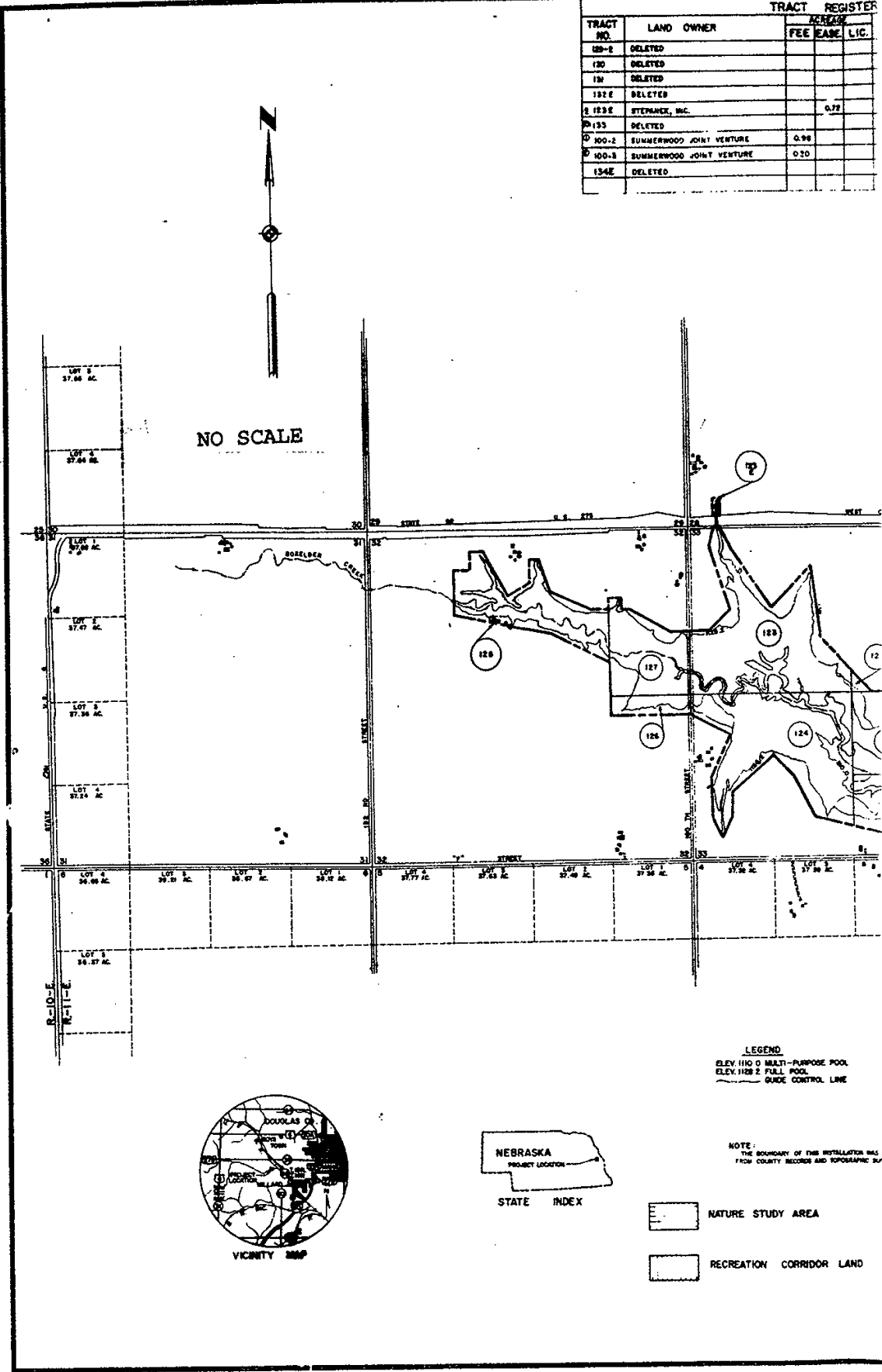
Donna E. Williamson
Notary Public



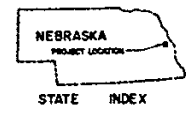
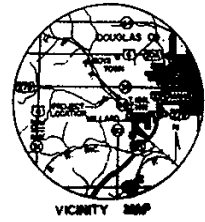
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CORPS OF ENGINEERS

| TRACT NO. | LAND OWNER | TRACT REGISTER | |
|-----------|--------------------------|----------------|----------------|
| | | ACRES | FEE LEASE LIC. |
| 120-2 | DELETED | | |
| 120 | DELETED | | |
| 121 | DELETED | | |
| 122 E | DELETED | | |
| 123 E | STEMANKE, INC. | | 0.72 |
| 123 | DELETED | | |
| 120-2 | SUMMERWOOD JOINT VENTURE | | 0.99 |
| 120-3 | SUMMERWOOD JOINT VENTURE | | 0.20 |
| 124 E | DELETED | | |



LEGEND
 ELEV. 1110 0 MULTI-PURPOSE POOL
 ELEV. 1128 2 FULL POOL
 --- GUIDE CONTROL LINE



NOTE:
 THE BOUNDARY OF THIS RESTORATION WAS FROM COUNTY RECORDS AND TOPOGRAPHIC SURVEY

- NATURE STUDY AREA
- RECREATION CORRIDOR LAND

| TRACT REGISTER | TRACT NO. | LAND OWNER | ACRES | | REMARKS |
|----------------|-----------|-----------------------------------|--------|-----------|---------|
| | | | FEE | EASE LIC. | |
| | 100-1 | SUMNERWOOD JOINT VENTURE | 0.36 | | |
| | 101 | GROVE E NELSON, et al. | 40.31 | | |
| | 102 | BENJAMIN L BAUERMEISTER | 8.00 | | |
| | 103 | DORTHY C PAUL, et al. | 20.31 | | |
| | 104 | WILLIAM J. VON DORNEN, et al. | 132.80 | | |
| | 105 | LAKEVIEW HEIGHTS COMPANY | 188.28 | | |
| | 106 | CLARA DRAVER, et al. | 4.81 | | |
| | 107 | DELETED | | | |
| | 108 | RICHARD F BAKER, et al. | 8.63 | | |
| | 109 | BAKER MARTIN FARMS, INC., et al. | 86.29 | | |
| | 110 | JOSEPH R. BENDERBOTT, et al. | 80.00 | | |
| | 111 | MACINER ACRES ONE, LTD. | 3.51 | | |
| | 112 | ELSWIRE INVESTMENT CO. | 26.09 | | |
| | 113 | MACINER ACRES ONE, LTD. | 1.14 | | |
| | 114 | FRANKLIN PETERS and ARLENE PETERS | 0.78 | | |
| | 115 | NORMAN M TACKETT, et al. | 3.63 | | |
| | 116 | WILLIAM A. GRANSON, et al. | 8.00 | | |
| | 117 | EDWARD J. VAN BURCH, JR., et al. | 2.74 | | |
| | 118 | MARGUERITE BACKHAUS, et al. | 72.29 | | |
| | 119 | LOUIS STEIN | 37.17 | | |
| | 120 | DEAN A. GODBERG, et al. | 1.44 | | |
| | 121 | MURRAY D BACKHAUS | 40.00 | | |
| | 122 | IONOMET PLAZA INC., et al. | 1.25 | | |
| | 123 | STEPANEX, INC. et al. | 68.70 | | |
| | 124 | RAY H. BERT, et al. | 87.87 | | |
| | 125 | DELETED | | | |
| | 126 | SAMUEL T. MAWBRELLI, et al. | 10.00 | | |
| | 127 | DOMENICK FUCHIANO, et al. | 37.56 | | |
| | 128 | GEORGE LOEWEN | 48.71 | | |
| | 129-1 | DELETED | | | |

PRELIMINARY

PROJECT MAP

DEPT. OF THE ARMY
USING SERVICE CORPS OF ENGINEERS

LOCATION OF PROJECT

STATE NEBRASKA
COUNTY DOUGLAS
DIVISION MISSOURI RIVER
DISTRICT OMAHA
ARMY AREA SIXTH
4 MILES W. OF OMAHA
MILES OF _____

TRANSPORTATION FACILITIES

RAILROADS U.P., M.P. & B.N. INC.
STATE ROADS 31, 38, 50, 64, 92 & 370
FEDERAL ROADS I-80, 6, 30A & 275
AIR LINES UNITED, BRANIFF, FRONTIER, NORTH CENTRAL & EASTERN

ACQUISITION

TOTAL ACRES ACQUIRED _____
FEE 1002.45

PUBLIC DOMAIN WITHDRAWAL
 USE PERMIT

USE PERMIT (OTHER THAN P. D.) _____

TRANSFER _____

LEASE _____

LESSER INTERESTS _____

DISPOSAL

TOTAL ACRES DISPOSED OF _____

SOLD

PUBLIC DOMAIN WITHDRAWAL
 USE PERMIT

USE PERMIT (OTHER THAN P. D.) _____

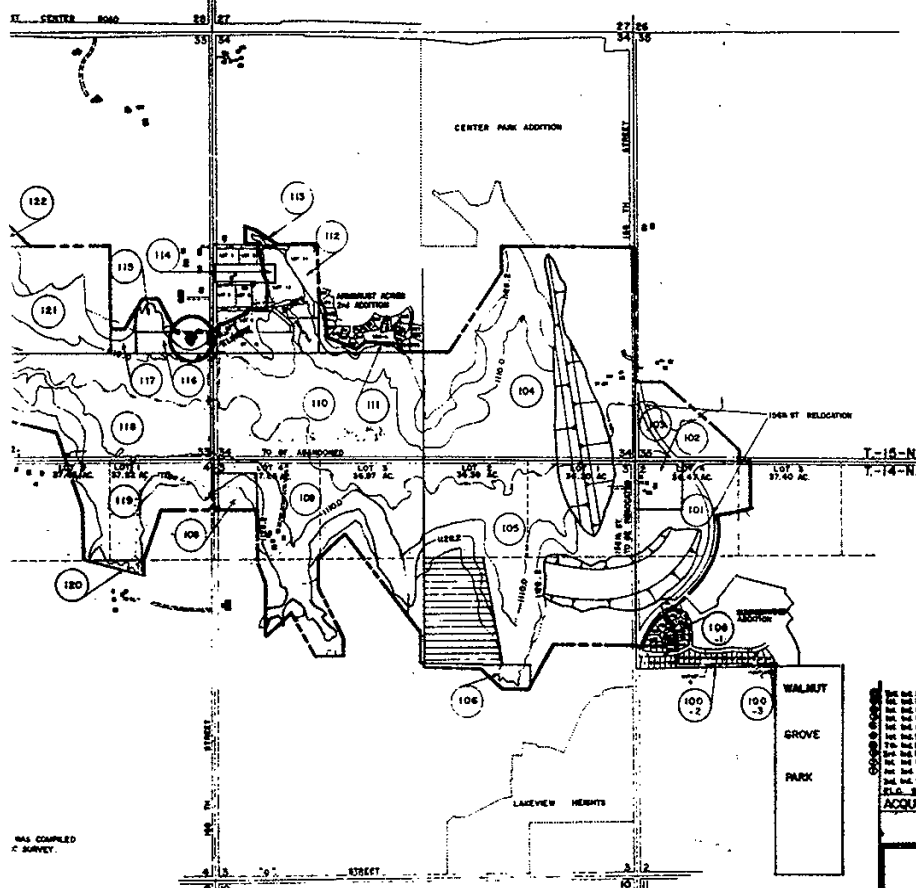
TRANSFERRED _____

LEASES TERMINATED _____

LESSER INTERESTS TERM. _____

REASSIGNED _____

OTHER _____



ACQUISITION AUTHORIZATION

SEGMENT "1"

DEPARTMENT OF THE ARMY
OFFICE OF THE OMAHA DISTRICT ENGINEER
MISSOURI RIVER DIVISION

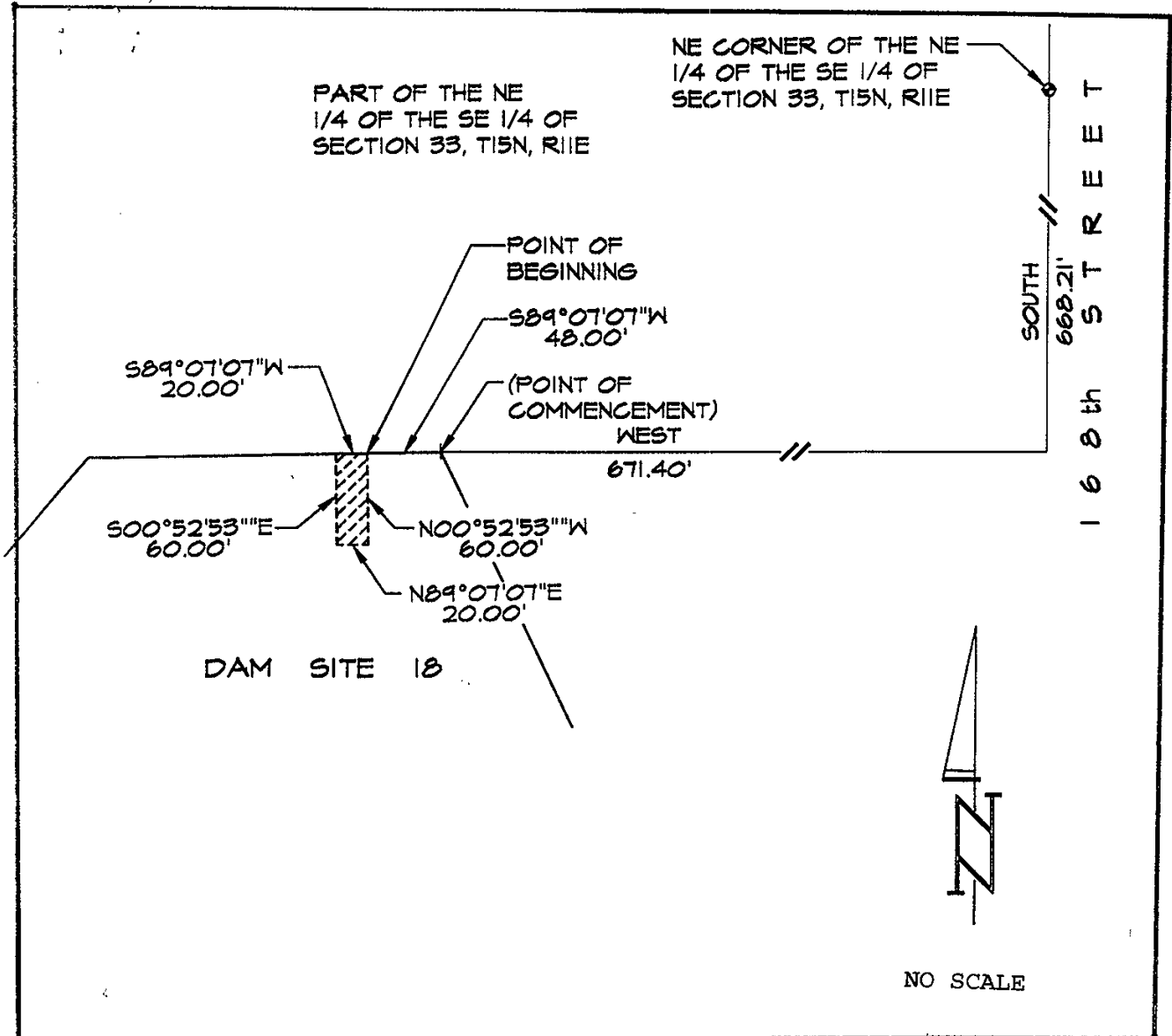
REAL ESTATE

PAPILLION CREEK AND TRIBUTARIES LAKES
SITE 18

ENGINEER: _____
DATE: _____

| DATE | REVISIONS | DATE | REVISIONS |
|----------|--------------------------------|----------|---|
| 11-14-86 | REV TRACT 115 | 12-14-85 | TR. 100-1 W/2 MO. ADDED TR. 100-2 & 100-3 |
| 1-29-85 | DELETED TR. 124E | 12-11-83 | DELETED TR. 12E, ADDED TR. 12A |
| 3-20-84 | REV. OWNERSHIP TR. 113, 114 | 10-14-83 | REV. TR. 12 & 13, ADDED TR. 13A |
| 2-21-84 | DELETED TR. 133E | 8-2-83 | REV. TR. 123 & 124, ADDED 123E |
| 12-3-83 | ADDED TR. 124E | 7-27-83 | REV. TRACT 105 |
| 1-19-84 | DELETED TR. 133E, REV. TR. 23E | 2-29-83 | REV TRACT 108, DELETED TRACT 129-1 |
| | | 6-23-83 | REV. TR. 7A, 8A, 125, 127 |
| | | 4-10-83 | REV. TRACT 120 |
| | | 5-8-83 | REV TRACT 109 |
| | | 2-2-83 | REVISED TRACTS 108 & 109 |
| | | 2-28-83 | ADDED TRACT 132E |
| | | 1-11-83 | REVISED TRACT 21 |
| | | 8-22-82 | DELETED TRACTS 122-2, 122 & 131 |

EXHIBIT "A" ATTACHED TO AND MADE PART OF DACW45-2-96-6042

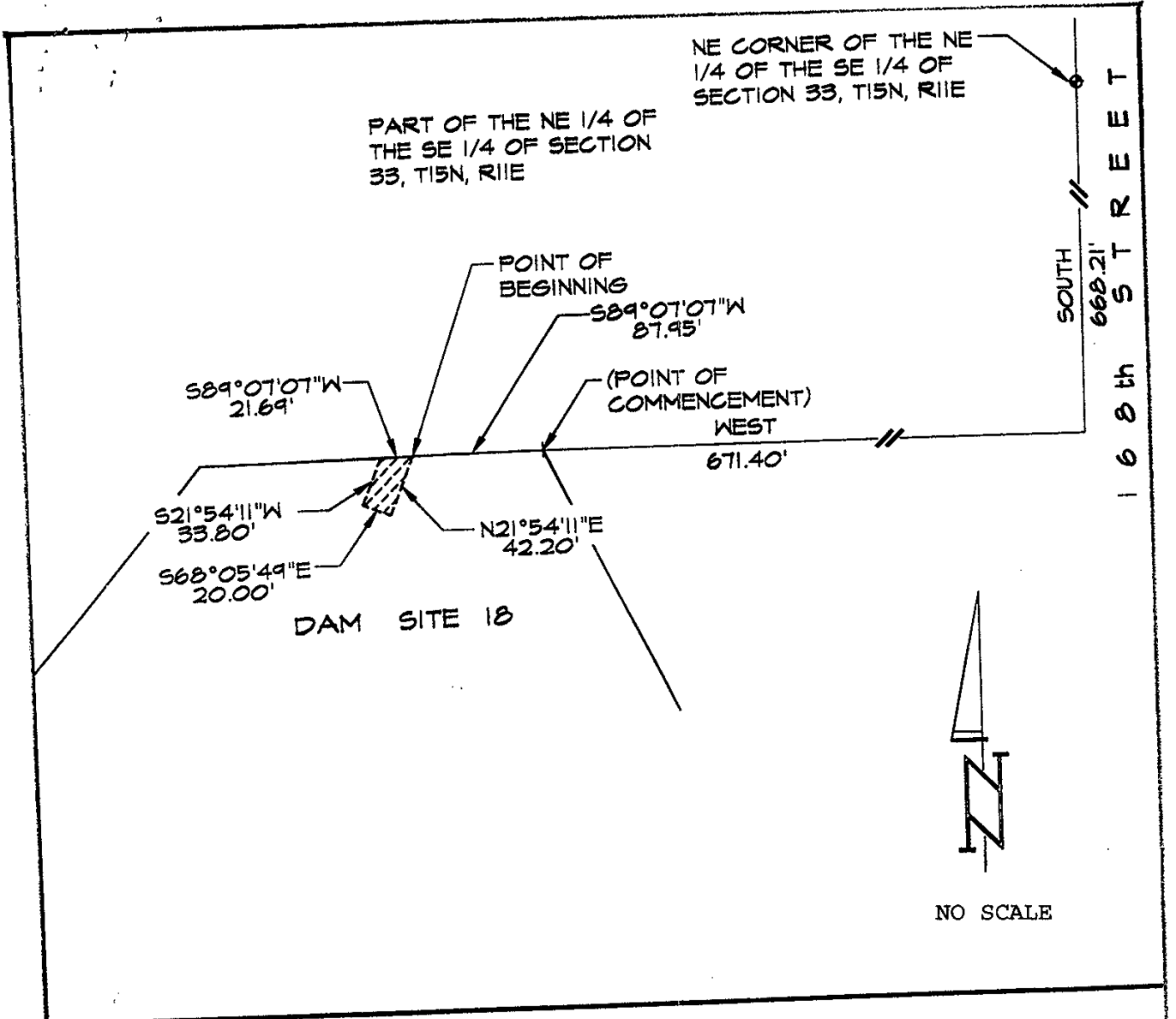


LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN THE NE 1/4 OF THE SE 1/4 OF SECTION 33, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A NORTHERLY CORNER OF DAMSITE 18 SAID CORNER BEING 668.21 FEET SOUTH OF AND 671.40 FEET WEST OF THE NE CORNER OF SAID NE 1/4; THENCE S89°07'07"W (ASSUMED BEARING) 48.00 FEET ON THE NORTH LINE OF SAID DAMSITE 18 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°07'07"W 20.00 FEET ON THE NORTH LINE OF SAID DAMSITE 18; THENCE S00°52'53"E 60.00 FEET; THENCE N89°07'07"E 20.00 FEET; THENCE N00°52'53"W 60.00 FEET TO THE POINT OF BEGINNING.

Containing 1,200 sq. ft. more or less.

EXHIBIT "B" ATTACHED TO AND MADE PART OF DACW45-2-96-6042



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN THE NE 1/4 OF THE SE 1/4 OF SECTION 33, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A NORTHERLY CORNER OF DAMSITE 18 SAID CORNER BEING 668.21 FEET SOUTH OF AND 671.40 FEET WEST OF THE NE CORNER OF SAID NE 1/4; THENCE S89°07'07"W (ASSUMED BEARING) 87.95 FEET ON THE NORTH LINE OF SAID DAMSITE 18 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°07'07"W 21.69 FEET ON THE NORTH LINE OF SAID DAMSITE 18; THENCE S21°54'11"W 33.80 FEET; THENCE S68°05'49"E 20.00 FEET; THENCE N21°54'11"E 42.20 FEET TO THE POINT OF BEGINNING.

Containing 760 sq. ft. more or less.

EXHIBIT "C" ATTACHED TO AND MADE PART OF DACW45-2-96-6042

PRELIMINARY ASSESSMENT SCREENING (PAS)Project Name: Zorinsky LakeAddress/Location: 168th and Ontario Sts. Omaha NE**VISUAL SITE INSPECTION**Date of Inspection: 23 February 1996

Mark either YES or NO for each item. Note any quantities of the material that can be readily identified.

| | YES | NO |
|---|-------|----------|
| 1. Unusual odors: chemical | _____ | <u>X</u> |
| 2. Stained soil | _____ | <u>X</u> |
| 3. Stressed vegetation/ unusual dead or bare spots | _____ | <u>X</u> |
| 4. Leachate seeps | _____ | <u>X</u> |
| 5. Land features related to human activity | _____ | <u>X</u> |
| 6. Unnatural surface features or fills: possible cover for dumps | _____ | <u>X</u> |
| 7. Unauthorized dumping; drums or disposal containers that may contain hazardous substances | _____ | <u>X</u> |
| 8. Other debris: household, farm, or industrial waste | _____ | <u>X</u> |
| 9. Underground storage tanks: fuel, waste oil | _____ | <u>X</u> |
| 10. Above ground storage tanks: fuel, solvents, waste oil | _____ | <u>X</u> |

Page 1 of 5

EXHIBIT "D" ATTACHED TO AND MADE
PART OF DACW45-2-96-6042

- 11. Oil slicks on water _____ X
- 12. Machinery repair area: note
type of repair done _____ X
- 13. Electric transmission lines:
transformers: pole or pad mounted _____ X
- Evidence of leakage _____ X

VISUAL SITE INSPECTION Cont.

- | | YES | NO |
|---|-------|----------|
| 14. Pipelines: major electrical equipment | _____ | <u>X</u> |
| 15. Potential asbestos containing materials in buildings | _____ | <u>X</u> |
| 16. Water wells on the site | _____ | <u>X</u> |
| In use or properly closed | _____ | <u>X</u> |

Inspector

Name: Donna Burks Signed: *Donna Burks*
 Title: Park Ranger Date: 2-23-96

FILE SEARCH

Date of File Search: 2-26-96

| | YES | NO |
|---|-------|----------------|
| 1. Do any records show that there have been any hazardous substances* stored at the site? | _____ | _____ <u>X</u> |

If Yes:
 What type/quantity of substances? _____

 When/where were substances stored? _____

 Was storage in compliance with regs? _____

| | | |
|--|-------|----------------|
| 2. Were there any spills or releases of hazardous substances into the environment at the site? | _____ | _____ <u>X</u> |
|--|-------|----------------|

If Yes:
 What type/quantity of substances? _____

 When/where did the spill or release occur? _____

 What was the response, and was it cleaned up? _____

* Hazardous substances means that group of substances defined as hazardous under section 101(14) of CERCLA and that appear at 40 CFR 302.4

FILE SEARCH Cont.

| | | |
|---|-------|----------------|
| 3. Were any hazardous substances disposed of on the property? | _____ | _____ <u>X</u> |
|---|-------|----------------|

If YES list items, quantity, and location. _____

Documentation: The following documents were reviewed to determine whether any hazardous substances had ever been stored, released, or disposed of at the site.

- 1. Project file: *Zorinsky Lake*
- 2.
- 3.

CONCLUSIONS/RECOMMENDATIONS

| | YES | NO |
|---|--------------|---------------|
| On the basis of the information collected as of the date of the survey it is possible to reasonably conclude that hazardous substances have not been stored for one year or more, known to have been released, or disposed of, on the property. | <u> X </u> | <u> </u> |

CONCLUSIONS: If there is reason to believe that hazardous substances have been stored on site for one year or more, have been released into the environment, or disposed of on the property, a complete explanation of the site condition shall be provided. This explanation shall include a description of the location, and type and quantity of the hazardous substance. For the purpose of complying with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) any presence of hazardous substances will be quantified as completely as possible e.g. quantities of hazardous material stored, released to the environment, or disposed of at the site. This information will be used for determining whether the quantities are over the CERCLA threshold limits.

- 1. _____
- 2. _____
- 3. _____

CONSLUSIONS/RECOMMENDATION Cont.

RECOMMENDATIONS: What are the recommendations for the mitigation of the problems identified on the property? The appropriate response action shall comply with all applicable laws, regulations, ordinances, conditions, instructions, policies, and guidance issued by the Department of the Army, Environmental Protection Agency, State Agencies, or county and municipal agencies having jurisdiction to abate or prevent pollution wherein the property is located.

- 1. _____

- 2. _____

REMEDIAL ACTION PERFORMED ON THE PROPERTY

Note any remedial action that has been or will be taken to mitigate any problems that were noted either during the site inspection or that came to be known during the file search. Clean up work performed on the site shall be quantified as much as possible; e.g. quantities of hazardous material removed from the site.

- 1. _____

- 2. _____

- 3. _____
