



BK 1467 PG 126-153



MISC 2002 24500

WARD N. JAMES
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 OCT 15 AM 8:14

RECEIVED

AFTER RECORDING RETURN TO:

CROKER HUCK KASHER DEWITT ANDERSON
& GONDERINGER PC (JFK)
2120 S 72 ST STE 1250
OMAHA NE 68124-2356

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FEE	<i>35-16-11</i>	FB	<i>01-60000</i>
BKP	<i>36-16-11</i>	C/O	COMP
DEL		SCAN	<i>R</i> FV

*Affects
Dam Site 16
and
unplatted
Area.*

NO. DACW45-2-02-6041

DEPARTMENT OF THE ARMY
EASEMENT FOR ROAD OR STREET
LOCATED ON

PAPILLION CREEK DAM 16, STANDING BEAR 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 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **SANITARY AND IMPROVEMENT DISTRICT NO. 446**, a political subdivision duly organized and existing under and by virtue of the laws of the state of Nebraska, hereinafter referred to as the grantee, an easement for a **public road and associated drainage and storm sewers**, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" and "K", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **Sanitary and Improvement District No. 446, c/o Mr. Janes Kasher, Attorney at Law, 1250 Commercial Federal Tower, 2120 South 72nd Street, Suite 1250, Omaha, Nebraska 68124-2341** and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 106 South 15th Street, Omaha, Nebraska 68102-1618, 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 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 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 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 claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. 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.

14. 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.

15. 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 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 specifically 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.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, 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.

16. 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 "L". Upon 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**.

17. 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 the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d); the Age Discrimination Act of 1975 (42 U.S.C. §6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to 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.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for 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 (30 Stat. 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, interstate or local laws in connection with the use of the premises.

Prior to the execution of this easement the following site specific conditions nos. 21, 22, 23, 24, 25, 26 and 27 were added hereto and made a part hereof:

21. The grantee shall reseed the disturbed areas on Corps of Engineers' designated wildlife lands with United Seed's "low growing grass/wildflower mixture" or equivalent, applied at a rate of 32 lbs. pure live seed (PLS)/ac. If seeding cannot be accomplished at the appropriate time for this mixture, a cover crop of oats should be maintained on these sites until permanent seeding can be accomplished.

NO. DACW45-2-02-6041

22. Boundary fencing, which is either removed or damaged by construction activities, should be reinstalled or replaced in a manner consistent with the attached specifications (Exhibit "M").

23. Mitigation for trees removed or damaged as a result of construction activities shall be executed to the satisfaction of the City of Omaha Department of Parks, Recreation and Public Property, and the Corps of Engineers. Designated wildlife lands should be replanted with native tree and shrub species. It is requested that the western boundary and roadway perimeters receive additional plantings in sufficient quantities to screen views of both Saddlebrook Drive and the Saddlebrook subdivision from park visitors.

24. Maintenance of the completed structures will be the responsibility of S.I.D. 446, and upon annexation, by the City of Omaha.

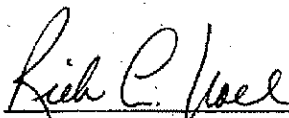
25. The storm sewer outfall at 147th Street should be modified to prevent erosion from exposing the sanitary sewerline crossing its drainage path.

26. Pull outs and gates should be installed in the vicinity of the existing lift station on both north and south sides of Saddlebrook Drive to ensure satisfactory access to the adjacent areas by park maintenance vehicles.

27. Sediment control measures should remain in place and be maintained until permanent vegetation becomes established on the disturbed areas.

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 1st day of October, 2002.



RICK L. NOEL
Chief, Management and Disposal Branch
Real Estate Division

NO. DACW45-2-02-6041

THIS EASEMENT is also executed by the grantee this 18th day of SEPTEMBER, 2002.

SANITARY AND IMPROVEMENT DISTRICT NO. 446

BY: [Signature]

TITLE: Chairman

ACKNOWLEDGEMENT

State of Nebraska

SS

County of Douglas

On the 1st day of October 2002, before me, R. G. Ellis, a Notary Public within and for said County, personally appeared Rick L. Noel, Chief, Management and Disposal Branch, Real Estate Division, Omaha District, Corps of Engineers, to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed, and the voluntary act and deed of the United States of America, and that he was empowered to make the above dedication for and in behalf of the United States of America.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the date last above written.



[Signature]

Notary Public

My commission expires Sept. 19, 2006

CERTIFICATE OF AUTHORITY

I hereby certify that I am the Clerk, of
(Secretary or Attesting Officer)
the organization named in the foregoing agreement with the United States of
America; that said organization is organized under the laws of the state of
Nebraska; that the seal, if applicable, affixed to said instrument
(State)
is the seal of said organization; that John C. Czerwinski, Jr.,
(Name of Officer)
who signed said agreement was then Chairman, of said
(Title of Officer)
organization and has been duly authorized to sign the foregoing agreement on
behalf of said organization, binding said organization to the terms therein.

I, as the Secretary/Attesting Officer, hereby attest to the validity of the
Signature of said Officer; and that said signature affixed to such agreement is
genuine.

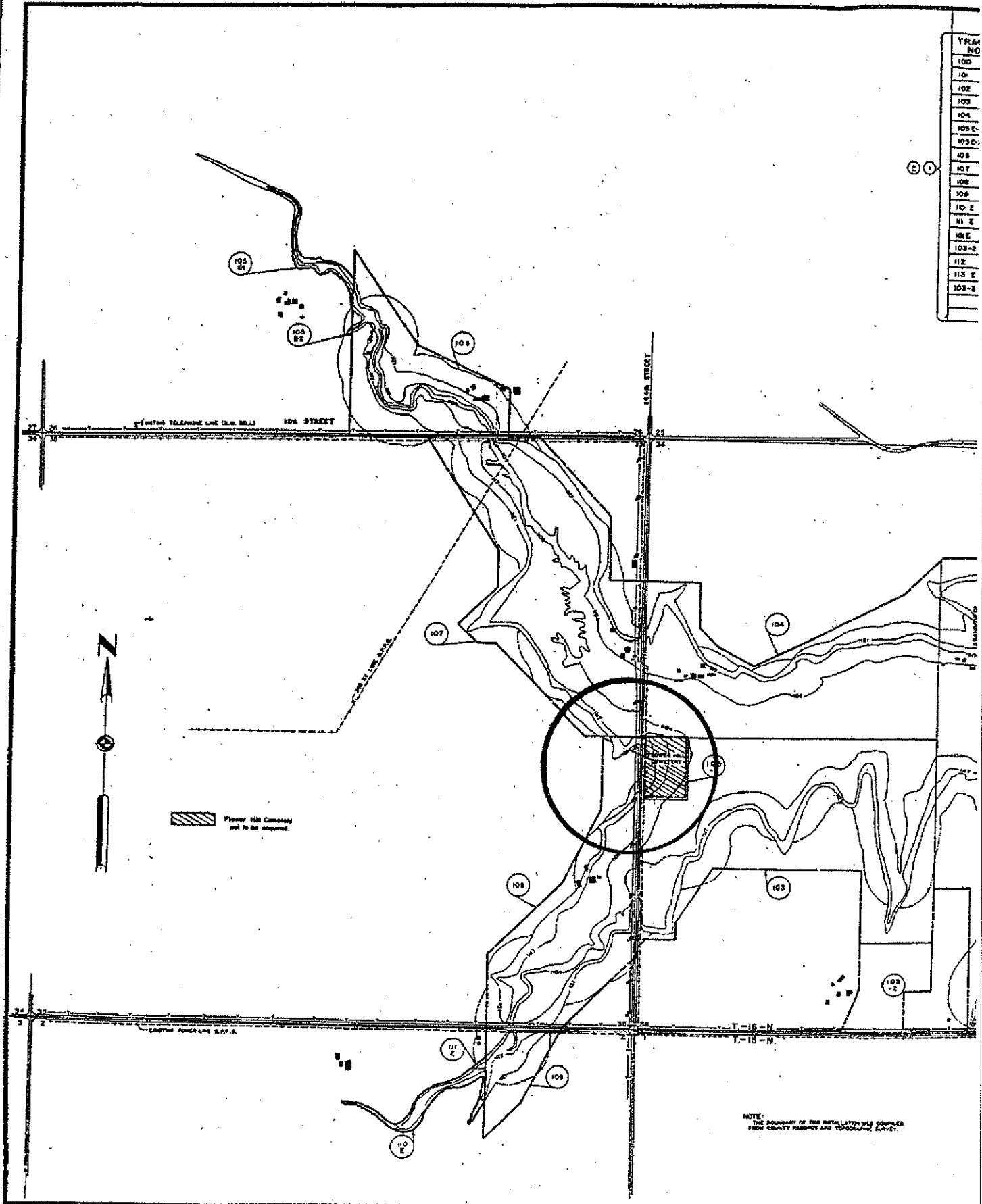
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal,
if applicable, of said organization, this 18 day of September, 20 02.

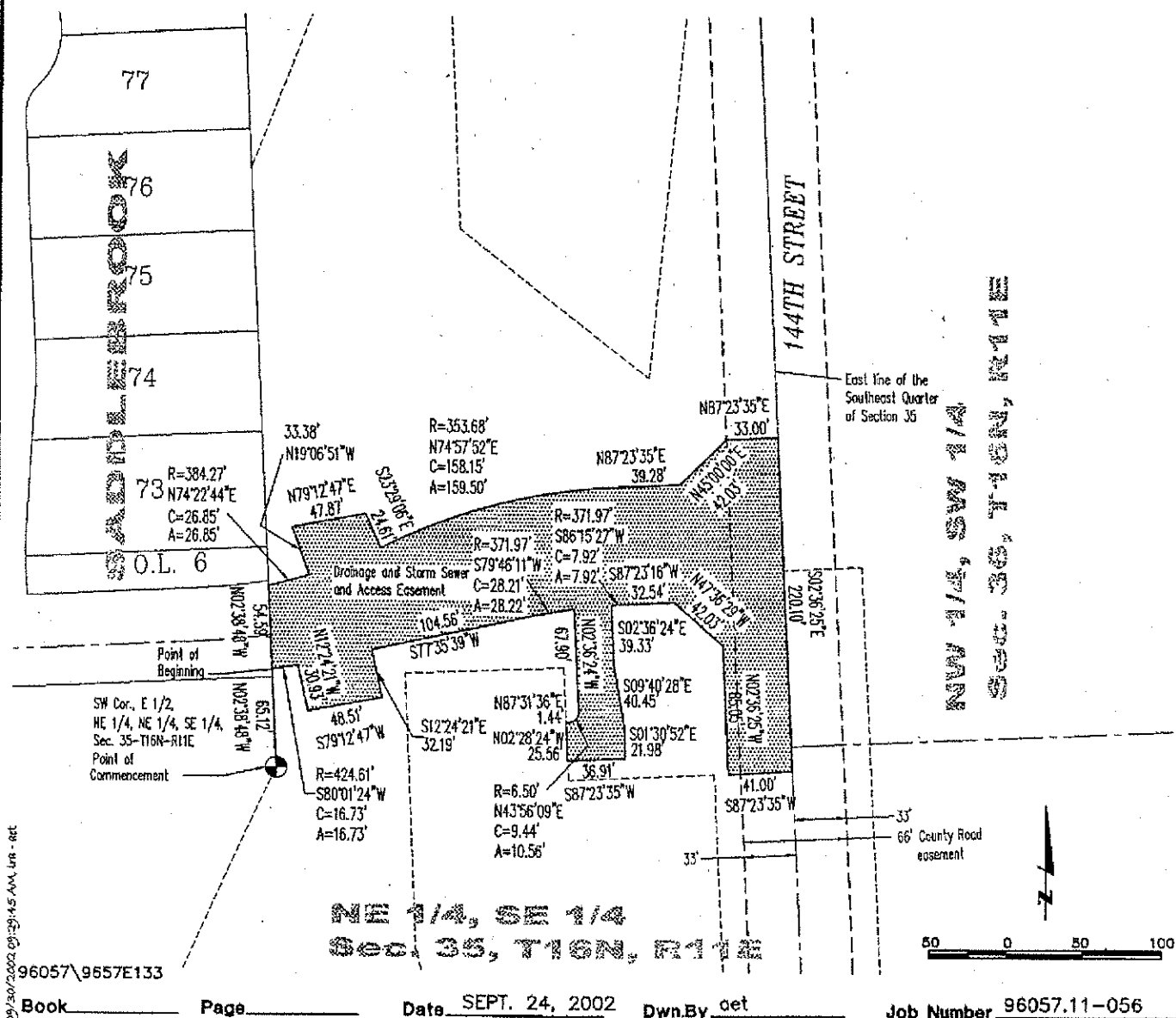
Lia M. Robbins
Secretary or Attesting Officer

Sanitary and Improvement District
No. 446 of Douglas County, NE
Corporation or Organization

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same.

TRAIL NO
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105 S
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111 E
112
113 E
113 S





lamp, rynearson & associates, inc.
engineers surveyors

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

EXHIBIT "B" ATTACHED TO AND MADE
A PART OF DACW45-2-02-6041

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers AND for a road or street access over that part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 35;

Thence North 02°38'48" West (bearings referenced to the Final Plat of SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 65.12 feet along the west line of the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 35 and the extended east line of SADDLEBROOK to the TRUE POINT OF BEGINNING;

Thence continuing North 02°38'48" West for 54.59 feet along said line;

Thence along a curve to the left (having a radius of 384.27 feet and a long chord bearing North 74°22'44" East for 26.85 feet) for an arc length of 26.85 feet;

Thence North 19°06'51" West for 33.38 feet;

Thence North 79°12'47" East for 47.87 feet;

Thence South 23°29'06" East for 24.61 feet;

Thence along a curve to the right (having a radius of 353.68 feet and a long chord bearing North 74°57'52" East for 158.15 feet) for an arc length of 159.50 feet;

Thence North 87°23'35" East for 39.28 feet;

Thence North 45°00'00" East for 42.03 feet;

Thence North 87°23'35" East for 33.00 feet to the east line of the Northeast Quarter of the Southeast Quarter of Section 35;

Thence South 02°36'25" West for 220.10 feet along said east line;

Thence South 87°23'35" West for 41.00 feet;

Thence North 02°36'25" West for 85.05 feet;

Thence North 47°36'29" West for 42.03 feet;

Thence South 87°23'16" West for 32.54 feet;

Thence along a curve to the left (having a radius of 371.97 feet and a long chord bearing South 86°15'27" West for 7.92 feet) for an arc length of 7.92 feet;

Thence South 02°36'24" East for 39.33 feet;

Thence South 09°40'28" East for 40.45 feet;

Thence South 01°30'52" East for 21.98 feet;

Thence South 87°23'35" West for 36.91 feet;

Thence North 02°28'24" West for 25.56 feet;

Thence North 87°31'36" East for 1.44 feet;

Thence along a curve to the left (having a radius of 6.50 feet and a long chord bearing North 43°56'09" East for 9.44 feet) for an arc length of 10.56 feet;

Thence North 02°36'24" West for 67.90 feet;

Thence along a curve to the left (having a radius of 371.97 feet and a long chord bearing South 79°46'11" West for 28.21 feet) for an arc length of 28.22 feet;

Thence South 77°35'39" West for 104.56 feet;

Thence South 12°24'21" East for 32.19 feet;

Thence South 79°12'47" West for 48.51 feet;

Thence North 12°24'21" West for 30.93 feet;

Thence along a curve to the right (having a radius of 424.61 feet and a long chord bearing South 80°01'24" West for 16.73 feet) for an arc length of 16.73 feet to the Point of Beginning.

Contains 0.830 acre including 0.167 acre of existing county roadway easement.

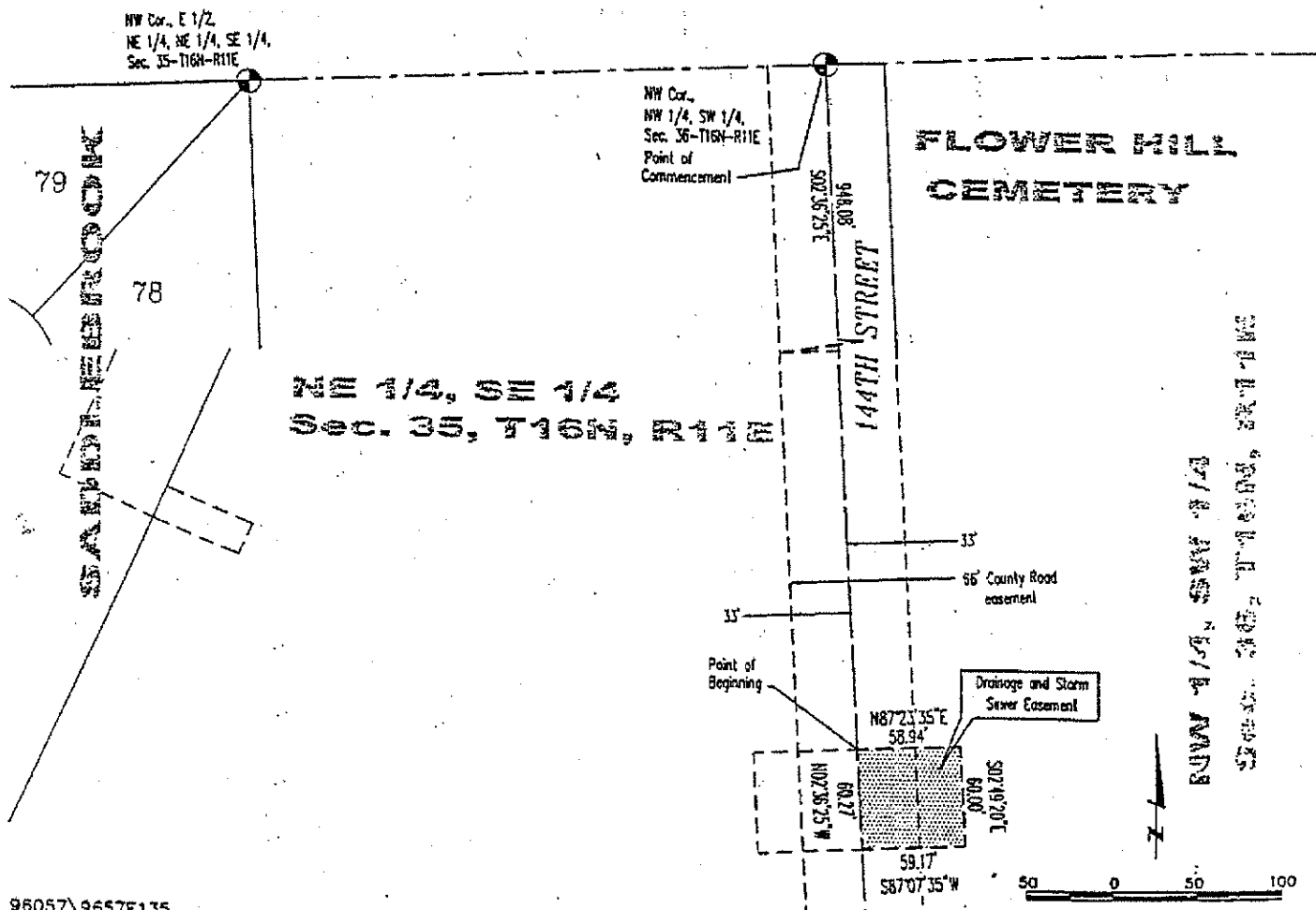
September 26, 2002

LAMP, RYNEARSON & ASSOCIATES, INC.

9657E133.dwg

96057.11 056 (Drainage and Storm Sewer Easement in the NE4, SE4 35-16-11)

EXHIBIT "C" ATTACHED TO AND MADE
A PART OF DACW45-2-02-6041



96057\9657E135 Book _____ Page _____ Date Dec. 10, 2001 Dwn.By gct Job Number 96057.11-056

lamp, rynearson & as
engineers surveyors
14710 west dodge road, suite 100
omaha, nebraska 68154-2029

EXHIBIT "D" ATTACHED TO AND MADE
A PART OF DACN45-2-02-6041

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of the Northwest Quarter of the Southwest Quarter of Section 36, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 36;

Thence South 02°36'25" East (bearings referenced to the Final Plat of SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 948.08 feet along the west line of the Northwest Quarter of the Southwest Quarter of Section 36 to the TRUE POINT OF BEGINNING;

Thence North 87°23'35" East for 58.94 feet;

Thence South 02°49'20" East for 60.00 feet;

Thence South 87°07'35" West for 59.17 feet to the west line of the Northwest Quarter of the Southwest Quarter of Section 36;

Thence North 02°36'25" West for 60.27 feet to the Point of Beginning.

Contains 0.082 acre including 0.046 acre of existing county roadway easement.

December 26, 2001

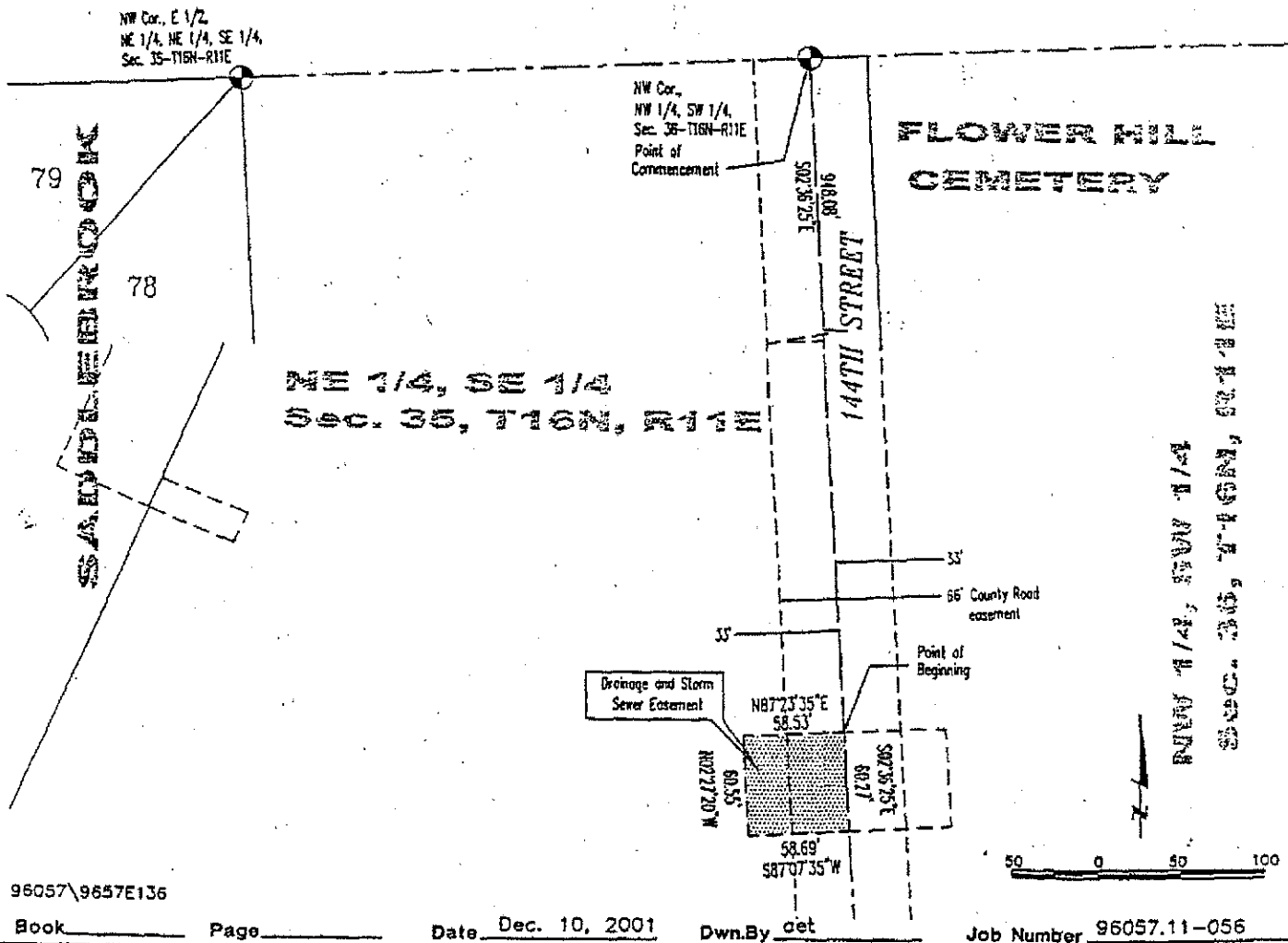
LAMP, RYNEARSON & ASSOCIATES, INC.

9657E135.dwg

96057.11 056 (Drainage and Storm Sewer Easement in the NW4, SW4 36-16-11)

EXHIBIT E ATTACHED TO AND MADE

A PART OF DACW45-2-02-6041



96057\9657E136

Book _____ Page _____ Date Dec. 10, 2001 Dwn.By oet Job Number 96057.11-056

lamp, ryneearson & as
engineers surveyors
14710 west dodge road, suite 100
omaha, nebraska 68154-2029

EXHIBIT "E" ATTACHED TO AND MADE
A PART OF DACW45-2-02-6041

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter of Section 35;

Thence South 02°36'25" East (bearings referenced to the Final Plat of SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 948.08 feet along the east line of the Northeast Quarter of the Southeast Quarter of Section 35 to the TRUE POINT OF BEGINNING;

Thence continuing South 02°36'25" East for 60.27 feet along said east line;

Thence South 87°07'35" West for 58.69 feet;

Thence North 02°27'20" West for 60.55 feet;

Thence North 87°23'35" East for 58.53 feet to the Point of Beginning.

Contains 0.081 acre including 0.046 acre of existing county roadway easement.

December 26, 2001

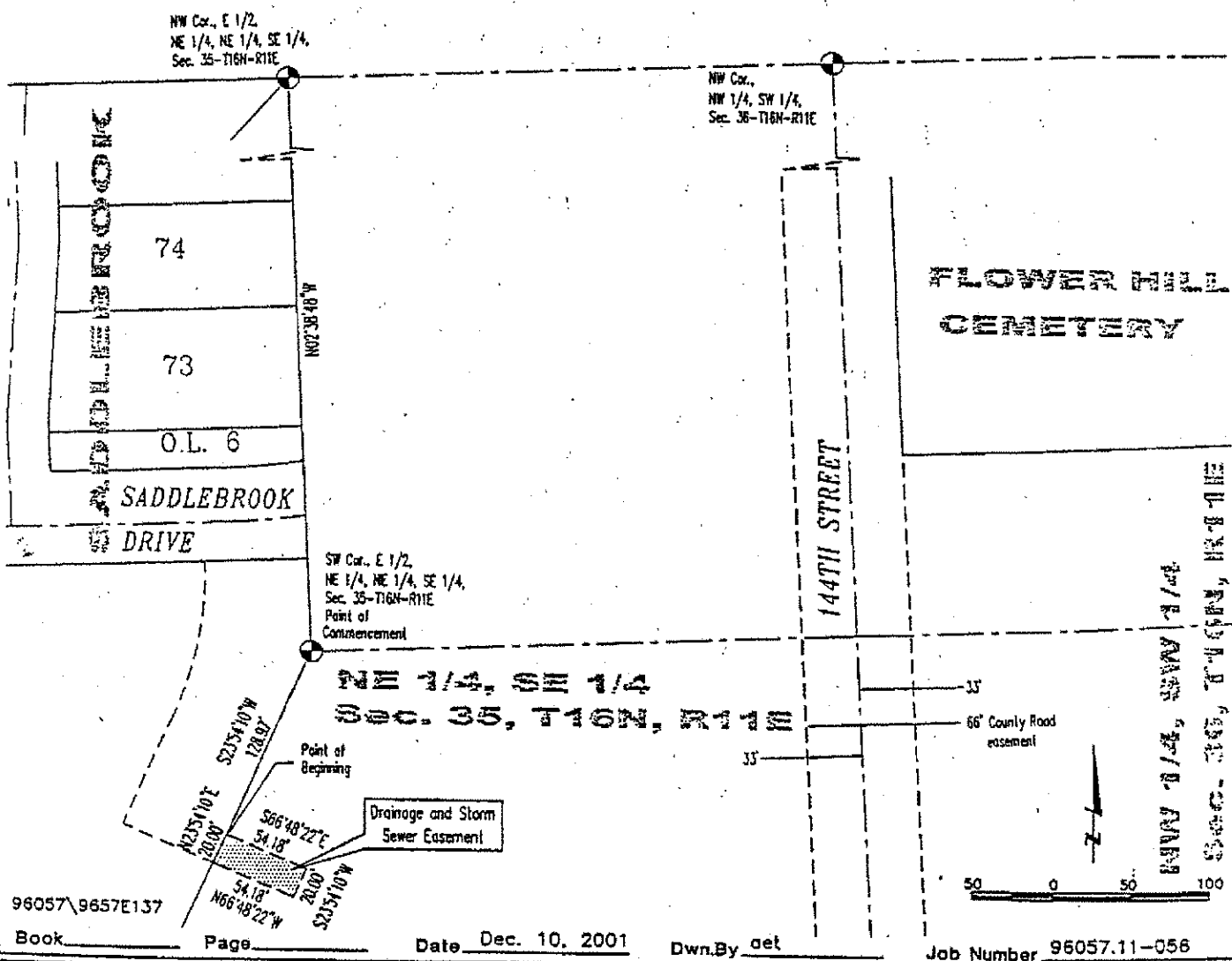
LAMP, RYNEARSON & ASSOCIATES, INC.

9657E136.dwg

96057.11 056 (Drainage and Storm Sewer Easement in the NE4, SE4 35-16-11)

EXHIBIT "G" ATTACHED TO AND MADE

A PART OF DACW45-2-02-6041



Lamp, Rynearson & Associates
engineers surveyors

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

EXHIBIT **H** ATTACHED TO AND MADE
A PART OF **DACN45-2-02-6041**

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 35 (the west line of which bears: North 02°38'48" West (bearings referenced to the Final Plat of SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska);

Thence South 23°54'10" West for 128.97 feet along the west line of the Corps of Engineers land to the TRUE POINT OF BEGINNING;

Thence South 66°48'22" East for 54.18 feet;

Thence South 23°54'10" West for 20.00 feet;

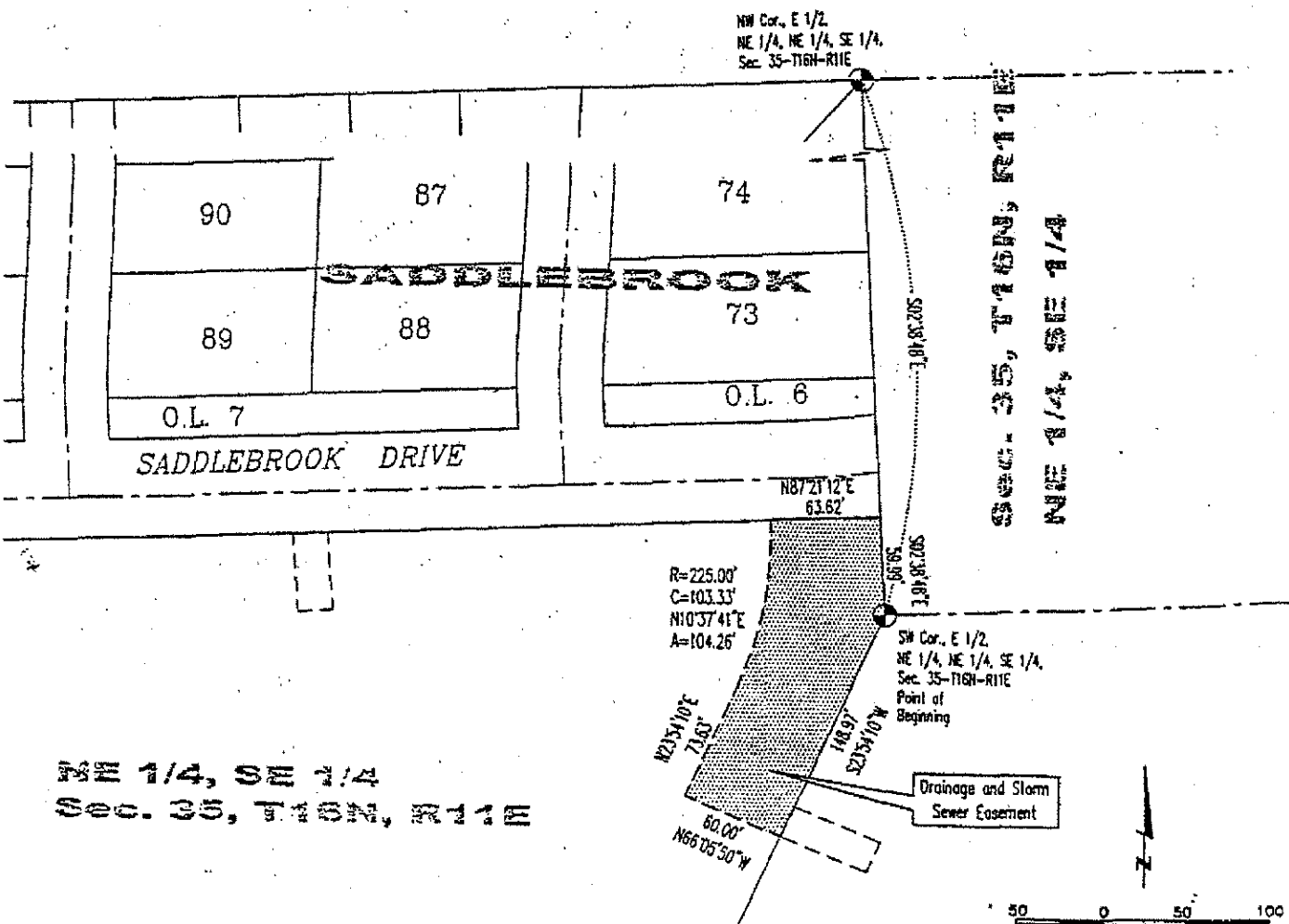
Thence North 66°43'22" West for 54.18 feet to the west line of the Corps of Engineers land;

Thence North 23°54'10" East for 20.00 feet to the Point of Beginning.

Contains 0.025 acre.

December 26, 2001
LAMP, RYNARSON & ASSOCIATES, INC. 9657E137.dwg
96057.11 056 (Drainage and Storm Sewer Easement in the NE4, SE4 35-16-11)

EXHIBIT I ATTACHED TO AND MADE
A PART OF DACW45-2-02-6041



NE 1/4, SE 1/4
Sec. 35, T16N, R11E

96057\9657E138

Book _____ Page _____ Date Dec. 10, 2001 Dwn.By. det Job Number 96057.11-056



Lamp, rynearson & as
engineers surveyors

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

EXHIBIT "I" ATTACHED TO AND MADE
A PART OF DACW45-2-02-6041

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the southwest corner of the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 35 (the west line of which bears: North 02°38'48" West (bearings referenced to the Final Plat of SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska);

Thence South 23°54'10" West for 148.97 feet along the west line of the Corps of Engineers land;

Thence North 66°05'50" West for 60.00 feet;

Thence North 23°54'10" East for 73.63 feet;

Thence along a curve to the left (having a radius of 225.00 feet and a long chord bearing North 10°37'41" East for 103.33 feet) for an arc length of 104.26 feet to the south right of way line of Saddlebrook Drive as dedicated in SADDLEBROOK;

Thence North 87°21'12" East for 63.62 feet along said south right of way line to the east line of the plat of SADDLEBROOK;

Thence South 02°38'48" West for 59.99 feet along the extended east line of SADDLEBROOK to the Point of Beginning.

Contains 0.277 acre.

December 26, 2001
LAMP, RYNEARSON & ASSOCIATES, INC. 9657E138.dwg
96057.11 056 (Drainage and Storm Sewer Easement in the NE4, SE4 35-16-11)

EXHIBIT **K** ATTACHED TO AND MADE
A PART OF **DACW45-2-02-6041**

PRELIMINARY ASSESSMENT SCREENING (PAS)

Project Name: Standing Bear Action: Real construction
 Address/location: 144th St. Btw Fort & Ida Sts Omaha NE

VISUAL SITE INSPECTION

Mark either YES or NO for each item. Note any quantities of the material that can be readily identified. This checklist does not purport to be comprehensive. It is the inspectors duty to recognize potential sources of hazardous contamination.

	YES	NO
1. Unusual odors - chemical		<input checked="" type="checkbox"/>
2. Stained soil		<input checked="" type="checkbox"/>
3. Stressed vegetation unusual dead or bare spots		<input checked="" type="checkbox"/>
4. Leachate seeps	<input checked="" type="checkbox"/>	
5. Land features related to human activity		<input checked="" type="checkbox"/>
6. Unnatural surface features	<input checked="" type="checkbox"/>	
7. Unauthorized dumping - drums or disposal containers	<input checked="" type="checkbox"/>	
8. Other debris: household, farms, industrial waste		<input checked="" type="checkbox"/>
9. Underground storage tanks: fuel, waste oil		<input checked="" type="checkbox"/>
10. Above-ground storage tanks: fuel, solvents, waste oil		<input checked="" type="checkbox"/>
11. Unmarked drums stored on-site		<input checked="" type="checkbox"/>
12. Oil slicks on water		<input checked="" type="checkbox"/>
13. Machinery repair area: note type of repair done		<input checked="" type="checkbox"/>
14. Electric transmission lines: transformers: pole or pad mounted		<input checked="" type="checkbox"/>
15. Pipelines: major electrical equipment	<input checked="" type="checkbox"/>	
16. Potential asbestos containing materials in buildings		<input checked="" type="checkbox"/>
17. Water wells on the site, in use or properly closed		<input checked="" type="checkbox"/>

FILE SEARCH

- | | | |
|---|-----|-------------------------------------|
| 1. Do any records show that there have been any hazardous substances stored at the site? If YES, what type/quantity of substances? When/where were substances stored? Was storage in compliance with regulations? | YES | NO |
| | | <input checked="" type="checkbox"/> |
-
- | | | |
|--|-----|-------------------------------------|
| 2. Were there any spills or releases of hazardous substances into the environment at the site? If YES, what type/quantity of substances? When/where did the spill or release occur? What was response and was it cleaned up? | YES | NO |
| | | <input checked="" type="checkbox"/> |
-
- | | | |
|--|-----|-------------------------------------|
| 3. Were any hazardous substances disposed of on the property? If YES, list items, quantity, and location stored on separate sheet. | YES | NO |
| | | <input checked="" type="checkbox"/> |
-
4. The following documents were reviewed to determine whether any hazardous substances had ever been stored, released, or disposed of at the site.

Site visit Proj. files

- | | | |
|---|-------------------------------------|----|
| 5. Based upon the information collected as of the date of this 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 this property. | YES | NO |
| | <input checked="" type="checkbox"/> | |

CONCLUSIONS: If there is reason to believe that hazardous substances have been stored on site for one year or more, released to 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, type, and quantity of the hazardous substance. For the purposes 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 materials 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.

RECOMMENDATIONS: Attach a list of any mitigative or corrective measures that may be required in accordance with Army, EPA, State or local regulations, laws, or ordinances. Also attach a list of any remedial actions taken or will be taken to mitigate the noted problems.

Danna Banks
Inspector

7-9-02
Date

[Signature]
Project Manager

7/15/02
Date

EXHIBIT L ATTACHED TO AED MADE

A PART OF DACW45-2-02-6041

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SECTION 21 - EMBANKMENT FENCING

INDEX

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|----------------------------|----------------------------------|
| 1. Applicable Publications | 3. Zinc Coating of Ferrous Metal |
| 2. Materials | 4. Construction |
| | 5. Measurement and Payment |

1. APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.1. Federal Specifications:

FF-N-105B & Int Am-4	Nails, Brads, Staples, and Spikes:
FF-P-101W & Am-2	Wire, Cut and Wrought
QQ-W-461E	Padlocks
RR-F-221G/GEN	Wire, Steel, Carbon (Round, Bar, and Coated)
RR-F-221/2A	Fencing, Wire, Fence Posts and Accessories (Barbed Wire, Woven Wire and Netting)
RR-F-221/3A-	Fencing Wire (Woven Wire and Netting Fabric) (Detail Specification)
TT-W-00571J (AGR-AFS)	Fence Posts and Accessories (Detail Specification)
	Wood Preservation: Treating Practices

1.2. American Society for Testing and Materials (ASTM) Standard.

A 90-69 (R 1978)	Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles
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2. MATERIALS:

2.1. Wood Posts and Braces: Wood posts shall be cut from cedar, Douglas fir, pine, or from other approved species of timber. Braces shall be treated No. 2 or better grade, Douglas fir or southern yellow pine. Posts shall be peeled, treated, dressed, and cured. Posts shall be cut from sound live timber, and shall contain no unsound knots. Posts shall be free from defects which detract from the strength. Posts shall be straight so that a line from the center of the butt to the center of the tip will not deviate more than

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EXHIBIT M ATTACHED TO AND MADE
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1 inch from center of the post. All posts shall taper from butt to tip and shall be of the dimensions indicated on the attached standard drawings. All wood posts and braces shall be given a pressure preservative treatment in a closed retort. The treatment shall conform to Fed. Spec. TT-W-571, and the minimum net retention shall be as specified therein. Wood treated with an oil-borne preservative shall be clean, free from surface oil, and properly seasoned. Wood treated with a water-borne preservative shall be air- or kiln-dried to moisture content not exceeding 19 percent. Wood cut or sawed after treatment shall have the cut surfaces well brush-coated with the preservative used in the treatment.

2.2. Steel Posts. Steel posts shall be the standard product of a manufacturer specializing in fence products. Posts shall be drive type, "U" or "T" section and shall be provided with a suitable anchor plate. Steel posts shall have a minimum weight of 1.3 pounds per lineal foot and shall be pointed per manufacturer's standard finish.

2.3. Gates shall be 22-gage galvanized steel, of the size shown on the drawings with five horizontal panels and diagonal bracing as manufactured by Farm Master Products of Shenandoah, Iowa, or approved equal and shall be complete with all mounting hardware.

2.4. Woven-Wire shall conform to Fed. Spec. RR-F-221/2A, Type I, Style 1. Dimensions shall conform to Table I, Design Number 939-6-12 $\frac{1}{2}$. Zinc coating shall conform to Table VII, Class 3.

2.5. Plain Wire. Plain wire shall conform to Fed. Spec. QQ-W-461, AISI Number 1010, 9-gage, Class 3A, zinc-coated, soft carbon steel.

2.6. Staples and Nails. Staples and nails shall conform to Fed. Spec. FR-N-105. Staples shall be Type III, zinc-coated, minimum length of 1-1/2 inch. Nails shall be Type II, zinc-coated, and of sufficient length for the purpose required.

2.7. Ground Rods, Down Conductors, and Connectors. Ground rods shall be 3/4 inch diameter by 10-foot length, copper-clad steel or galvanized steel. Down conductors shall be No. 8 copper wire or equivalent with TW or RR insulation.

3. ZINC COATING OF FERROUS METAL. All ferrous metal except woven-wire, used in the construction of the fence shall be hot-dip zinc-coated after fabrication with not less than 2.0 ounces of zinc per square foot of actual surface, as determined in accordance with tests set forth in ASTM A 90.

4. CONSTRUCTION.

4.1. Wood Posts. Posthole excavation shall be carried down to indicated depths. Posts shall be held in line in a true vertical position by temporary bracing until backfilling is completed. Backfill shall be placed in layers not exceeding 6 inches in thickness, properly moistened to approximate optimum requirements, and compacted by hand tamping or other suitable method to a density comparable to that of adjacent ground.

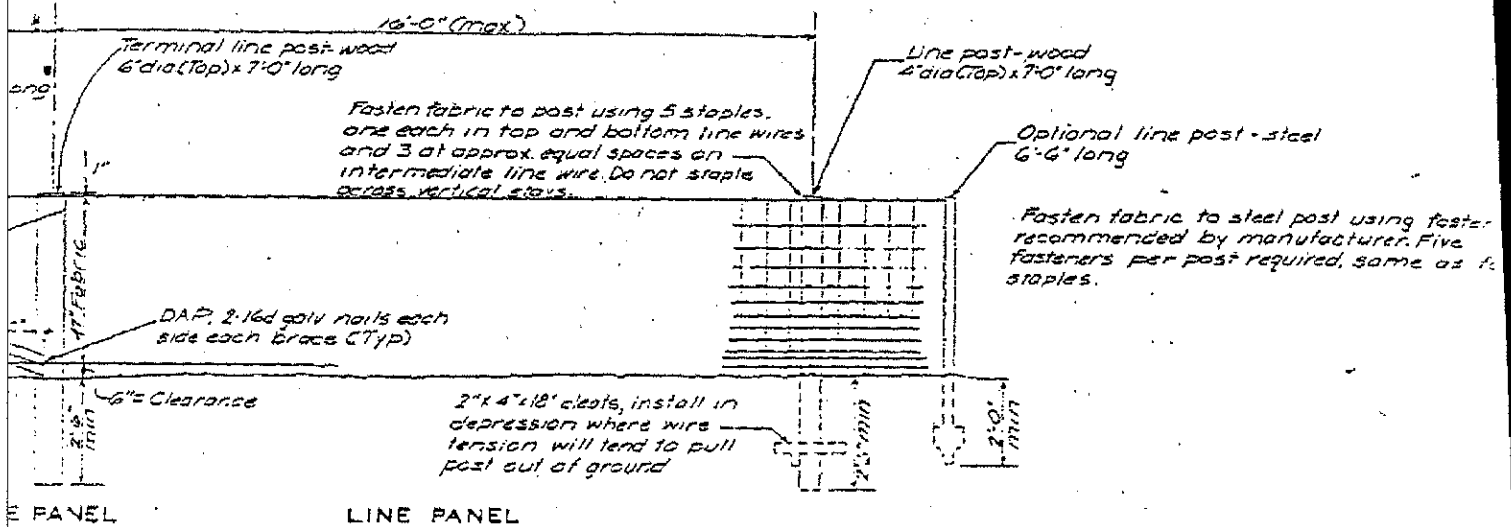
4.12. Cleanup. All areas disturbed by installation of fence and gates shall be restored to the original condition or to the new design condition as the case may be. The area shall be left in a clean and neat condition acceptable to the Contracting Officer.

5. MEASUREMENT AND PAYMENT.

5.1. Fences will be measured for payment by the rod, ground line measurement, to the nearest 0.1 of a rod from center to center of end posts satisfactorily installed in accordance with this section and the details shown on the drawings. Payment will be made at the contract unit price per rod for "Embankment Fencing" which price shall constitute full compensation for all costs to complete the fencing, including posts, wire, panels, braces, and accessories as specified herein and shown on the drawings.

5.2. Gates. No separate measurement will be made for gates as specified herein and as shown on the drawings. All such work shall be included in the contract unit price per rod for "Embankment Fencing."

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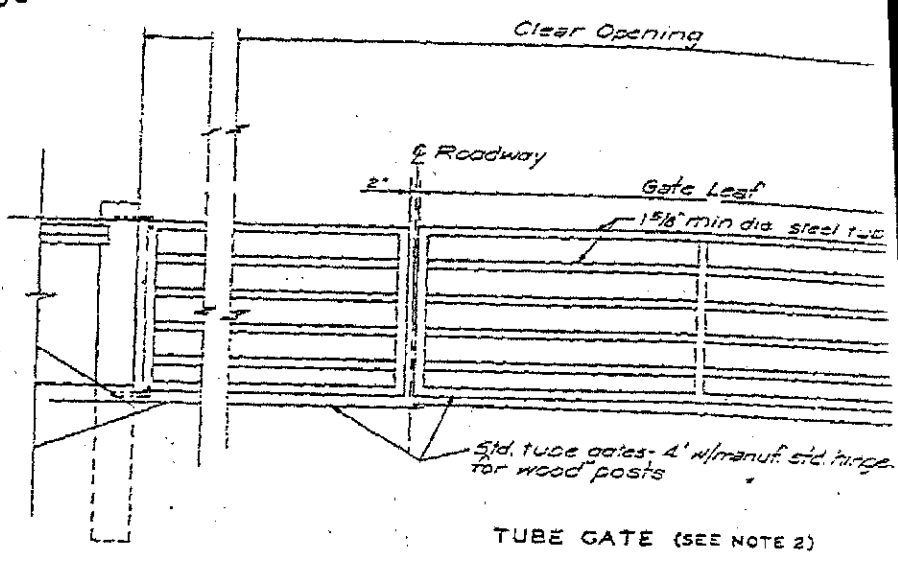
NOTES:

1. The spacing of end or corner panel and brace panel of 10' and 9' is maximum when corner or end panel conflicts with gate or two corner panels conflict, bracing and spacing of posts shall be altered to provide adequate bracing as required.
2. The gate shown is typical. Any standard commercial gate that varies only in non-essential details will be acceptable subject to approval.
3. In splicing fabric leave approx. 6" of wire extending beyond last vertical stay on each piece of fabric. Place stays together and wrap free end of each line wire behind the vertical stays using a minimum of 5 wraps. At the Contractor's option compression sleeve on each line wire may be substituted in lieu of wrapping.

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TUBE GATE (SEE NOTE 2)