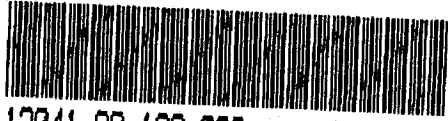


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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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### MEMORANDUM OF AMENDED AGREEMENT

This Memorandum of Amended Agreement is entered into <sup>106 of</sup> this 27<sup>th</sup> day of August, 1998, by and between the Papio-Missouri River Natural Resources District ("the NRD"), Horgan Development Company, a Nebraska corporation ("HDC"), and Sanitary and Improvement District No. 425 of Douglas County, Nebraska ("the SID").

The NRD, HDC and the SID have entered into an Amended Agreement executed by the NRD on April 16, 1998, and by HDC and the SID on April 29, 1998 (herein the "Amended Agreement"). The Amended Agreement evidences the agreements and understandings between the NRD, HDC, and the SID concerning the development of a dam, reservoir, and other improvements which will be part of flood control facilities for the Big Papillion Creek Watershed on property legally described as follows (herein the "Section 9 Property"):

Section 9, Township <sup>16</sup>North, Range 11, East of the 6<sup>th</sup> P.M.,  
Douglas County, Nebraska

and on adjacent property to the west, north, east, and south.



Under the Amended Agreement, the terms hereinafter set forth have meanings as follows:

- (a) The term "Dam Site 6" shall mean the formerly planned location of Dam Site 6 of the Corps of Engineers Papillion Creek and Tributaries Lake Project, which was a major component and integral part of the planned flood control for the Big Papillion Watershed.
- (b) The term "the Dam" shall mean a flood control structure on the Section 9 Property to be designed and constructed by the SID or HDC and operated and maintained by the NRD.
- (c) The term "the Reservoir" shall mean the impoundment of water by the Dam to be designed, constructed, operated and maintained by the SID or HDC, on the Section 9 Property and upstream of the Dam.
- (d) The term "the Sediment Retention Structure" shall mean a sediment retention structure along the alignment of 180<sup>th</sup> Street to be designed and constructed by the SID and operated and maintained by the SID or other governmental subdivision determined by the SID and approved by the NRD.

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(e) The term "the Wetlands" shall mean a wetlands/public fishing lake and passive recreation area on a tract of land in Section 8 of the Project Lands, immediately upstream of the Sediment Retention Structure.

(f) The term "the Trail System" shall mean a public bicycle and pedestrian access trail generally following the perimeter of the Section 9 Property.

(g) The term "the Channel Improvements" shall mean the Big Papillion Creek channel improvements within a tract of land in the east one-half (E½) of the northeast one-quarter (NE¼) of the Section 9 Property.

(h) The term "the Treatment Facility" shall mean a water intake weir, sediment removal pond, and water treatment and pumping facility on a tract of land in the east one-half (E½) of the northeast one-quarter (NE¼) of the Section 9 Property.

(i) The term "the SID Open Space Improvements" shall mean public open space (recreational and sports) improvements in a public recreation area in Section 10 of the Project Lands.

(j) The term "the Fishing Facilities" shall mean enhanced public recreational and fishing facilities consisting of a public fishing pier and other recreational facilities and public parking facilities along a portion of the north side of the Reservoir, to be constructed, operated, and maintained for public usage by the SID.

(k) The term "the Project Lands" shall mean the Section 9 Property, and portions of Sections 4, 5, 8, 10, 16, and 17, all in Township 16 North, Range 11, East of the 6<sup>th</sup> P.M. in Douglas County, Nebraska.

(l) The term "the Comprehensive Plan" shall mean the comprehensive plan for public improvements within the Project Lands.

Reference is made to the Amended Agreement for other terms and provisions governing the Agreements between the NRD, HDC, and the SID.

IN WITNESS WHEREOF, the NRD, HDC, and the SID have executed this Memorandum of Amended Agreement as of the date and year first above written.

SANITARY AND IMPROVEMENT  
DISTRICT NO. 425 OF DOUGLAS  
COUNTY, NEBRASKA

ATTEST:

Donna M. Puseer  
Clerk

By Robert P. Horgan  
Robert P. Horgan, Chairperson

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

By: *Steven G. Oltmans*  
Steven G. Oltmans, General Manager

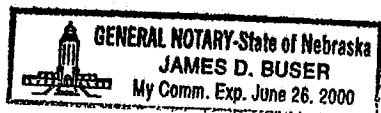
HORGAN DEVELOPMENT COMPANY,  
a Nebraska corporation

By: *Robert P. Horgan*  
Robert P. Horgan, President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 13<sup>th</sup> day of August, 1998, before me, a Notary Public, personally came Robert P. Horgan, Chairperson of the Board of Trustees of SANITARY AND IMPROVEMENT DISTRICT NO. 425 OF DOUGLAS COUNTY, NEBRASKA, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the last date last aforesaid.



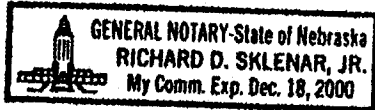
*James D. Buser*  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 26 day of August, 1998, before me, a Notary Public, personally came Steven G. Oltmans, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the last date last aforesaid.

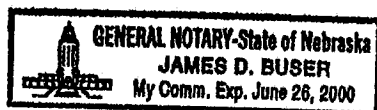


Richard D. Sklenar, Jr.  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 13<sup>th</sup> day of August, 1998, Robert P. Horgan, President of HORGAN DEVELOPMENT COMPANY, a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



James D. Buser  
Notary Public

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