

From: Swift, Edward (CFM) [<mailto:Edward.Swift@va.gov>]
Sent: Monday, March 05, 2012 1:32 PM
To: Kurtz, Samantha
Subject: RE: Phase I ESA User Questionnaire

To Whom It May Concern:

1. VA is not aware of any environmental cleanup liens – a recent title search completed on behalf of VA did not reveal any such liens
2. VA is not aware of any AUL's, land use restrictions, or institutional controls in place at the site or that have been filed in the registry under any authority having jurisdiction
3. VA does not have any specialized knowledge or experience related to the property or nearby properties. To the knowledge of VA the property has historically been used as farmland to grow crops. VA intends to use the property as a national cemetery.
4. VA is a federal agency and is required by law to pay fair market value for the property
5. VA is not aware of any commonly known nor reasonably ascertainable information about the property that would be helpful to the environmental professional performing the ESA
6. VA has no knowledge or experience related to the property but is currently conducting a thorough due diligence investigation of the property. VA has no knowledge of obvious indicators of the presence of contamination at the property.

U. S. Department of Veterans Affairs
By: Edward J. Swift, Jr.
Project Manager
Real Property Service
Office of Construction and Facilities Management
U.S. Department of Veterans Affairs
202-632-5610 (O)

Donna S. Matlock

From: dennis esch [dennyesch@hotmail.com]
Sent: Monday, March 05, 2012 8:07 PM
To: dmatlock@thielegeotech.com
Subject: FW: VA Development Site

Denny

To: dennyesch@hotmail.com
Subject: Re: FW: VA Development Site
From: RHickman@farmersnational.com
Date: Mon, 5 Mar 2012 16:11:04 -0600

I talked to Jolene and Tom on the phone and asked them the questions involved. Their response in red.

Rich Hickman
Assistant Vice President
Farmers National Company
PO Box 460970
Papillion NE 68046
402-331-3119 office
402-593-0548 fax
402-690-1423 cell
rhickman@farmersnational.com

From: dennis esch <dennyesch@hotmail.com>
To: rich hickman <rhickman@farmersnational.com>
Date: 03/05/2012 10:27 AM
Subject: FW: VA Development Site

Denny

From: dmatlock@thielegeotech.com
To: dennyesch@hotmail.com
Subject: RE: VA Development Site
Date: Mon, 5 Mar 2012 09:38:43 -0600
Rich: I received this email from the geotech people regarding the property. Could Jolene answer any of these questions for them ? I am not able to. Thanks

Denny,

Just wanted to update you on accessing the property. We did not drill last week. We will be marking the boring locations either today or tomorrow. I will looking at the farmstead area at that time.

I have a few quick questions regarding the property before I go on site. To your knowledge:

Are there any ground water wells on site? **There were three hand dug wells to our knowledge. One has been filled with sand. The other two still exist. The one east of the bldgs has dirt in it. The other is south of the barn.**

Where?All three wells were around and close to the old bldgs. There has not been a house on site for approximately 30 years. The sellers received this property in the 90's and do not have long term knowledge.

Are there currently, or have there been in the past, any fuel tanks associated with the site? **None to their knowledge.**Above ground? **None to their knowledge**Below ground? **Where?None to their knowledge**

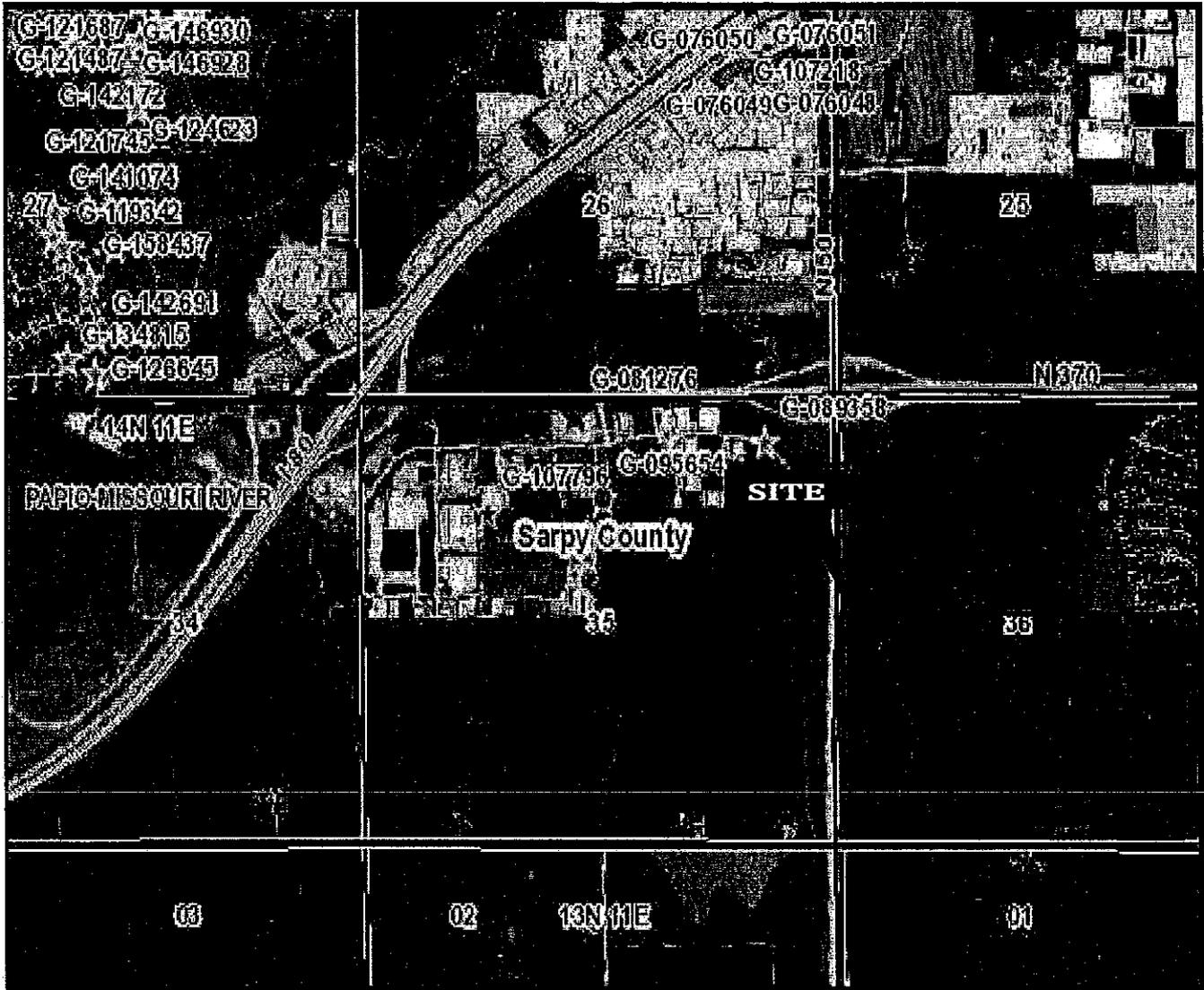
Is there a septic system on site? **Where?None to thier knowledge**

Has there been dumping activities on site? **Where?None to their knowledge. There is a pile of wood and brush in the bldg site.**

Rich Hickman for Tom and Jolene Tomanek

I realize that these may all be beyond your knowledge of the site. I think that is it for now. Thank you again.

Donna



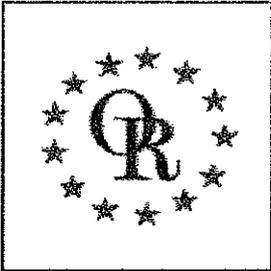
Well Locate Map



Thiele Geotech Inc

Project	Development Site State Highway 50 and Schram Road	
Job #	12042.01	Date 2/8/12

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for available consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the office of:

TitleCore, LLC
1905 Harney Street, Suite 210
Omaha, Nebraska 68102
Phone: 402-345-8844
Fax: 402-345-4634



Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Issued By: TitleCore, LLC, 1905 Harney Street, Suite 210, Omaha, NE 68102 Phone: 402-345-8844 Fax: 402-345-4634

SCHEDULE A

File No.: 12-114470

1. Effective Date: February 3, 2012 at 8:00AM Revision Date:

2. Policy or Policies to be issued:

(a) ALTA Owners Policy - {ALTA U.S. Policy 9/28/91} Amount: \$4,299,240.00
Premium: \$7,105.00

Proposed Insured:

**UNITED STATES OF AMERICA, BY AND THROUGH THE SECRETARY OF VETERANS
AFFAIRS**

(b) ALTA Loan Policy - {ALTA Policy 6/17/06} Amount:
Premium:

Proposed Insured:

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

4. Title to the estate or interest in the land is at the Effective Date vested in:

JOLENE A. TOMANEK, TRUSTEE

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

See Exhibit "A" attached hereto and made a part hereof.

NOTE: Schram Road, NE

Countersigned:


Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 12-114470

SCHEDULE B - SECTION I

REQUIREMENTS

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. Subject property was purportedly conveyed by Jolene A. Tomanek and Thomas A. Tomanek, wife and husband, to Jolene A. Tomanek, Trustee, by Warranty Deed dated June 24, 1998 and recorded July 1, 1998, as Instrument No. 98-17602 of the Records of Sarpy County, Nebraska. However, the legal description contained in said deed is erroneous in that it describes the property as the East ½ of the Southwest ¼ of the West ½ of the Southeast ¼ of said Section 36, instead of the East ½ of the SW¼ and the West ½ of the Southeast ¼ of said Section 36. We, therefore, REQUIRE that a corrective deed be executed by Jolene A. Tomanek, stating her marital status, and signed by her spouse, if any, in favor of Jolene A. Tomanek, Trustee, for all of subject property.
 - b. Subject property was included within an unrecorded Purchase Agreement dated January 28, 2011, as amended by First Amendment thereto dated December 21, 2011, executed by and between Jolene Tomanek, Trustee of the Jolene Tomanek Trust, a Revocable Trust, and Horse Creek Farms, a Colorado general partnership. We, therefore, REQUIRE Warranty Deed to be executed by Jolene A. Tomanek, Trustee, in favor of Horse Creek Farms, a Colorado general partnership, in fulfillment of the above referenced Purchase Agreement, as amended.
 - c. REQUIRE Warranty Deed to be executed by Horse Creek Farms, a Colorado general partnership, in due partnership form, by its Partner(s), in accordance with its Partnership Agreement, in favor of Proposed Insured Purchaser.
2. REQUIRE that a copy of the Trust Agreement under which Jolene A. Tomanek holds title to subject property as Trustee be furnished to this Company for our review, **AND** execution of the attached Affidavit of Trust by Jolene A. Tomanek.
3. REQUIRE that a copy of the Partnership Agreement for Horse Creek Farms be furnished to this Company for our review, along with any amendments thereto.
4. REQUIRE execution of the attached Affidavit Regarding Owner by the parties named therein.
5. 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.
6. 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 exception will appear in lieu thereof: Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.

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.

Case No.: 12-114470

This commitment is invalid unless the Insuring Provisions and Schedule A and B are attached.
Schedule B 1 consists of 1 page(s)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 12-114470

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 but prior to the date the 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, variation 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 or hereafter furnished, imposed by law and not shown by the public records.
6. General taxes due and payable at the date hereof: 2011 taxes: \$5,705.92 total; first half is due and will become delinquent April 1, 2012; second half is due and will become delinquent August 1, 2012. Key Number: 010465391.
7. Special taxes or 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.
8. Special taxes or assessments certified to the Office of the County Treasurer for collection at the date hereof: None.
9. Terms and provisions of unrecorded Property Access Agreement - Horse Creek Farms Site dated January 27, 2012, executed by and between Horse Creek Farms, a Colorado general partnership, and the U.S. Department of Veterans' Affairs.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 12-114470

LEGAL DESCRIPTION

EXHIBIT "A"

The Land referred to in this commitment is described as follows:

A tract of land lying in the East Half of the Southwest Quarter (E½ SW¼) and the West Half of the Southeast Quarter (W½ SE¼) of Section 36, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of Section 36, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; thence North 87°11'09" East, along the South line of said Section 36, a distance of 1,320.76 feet, to the Point of Beginning; thence continuing North 87°11'09" East, along said South line, a distance of 1,319.89 feet, to the South Quarter Corner of said Section 36; thence North 87°11'45" East, along said South line, a distance of 1,320.53 feet; thence North 02°47'50" West, a distance of 2,660.76 feet; thence South 87°54'54" West, a distance of 1,331.47 feet, to the center of said Section 36; thence South 87°87'56" West, a distance of 1,326.50 feet; thence South 03°09'56" East, a distance of 2,695.58 feet, to the Point of Beginning;

Subject to public roads and/or highways.



Division Office:
11960 Westline Industrial Drive, Suite 230
St. Louis, MO 63146
Voice: 314-205-1192 -- Fax Number: 314-439-0496
Toll Free: 866-969-7890

Wednesday, February 15, 2012 -- Ref: 954105122 -- NEB01

United States of America, by and through the Secretary of Veterans Affairs
Real Property Service (00CFM3C)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Edward Swift

Pertaining To: United States of America, by and through the Secretary of Veterans Affairs
Premises to be covered: E/2 SW/4 & W/2 SE/4 Sec. 36-14-11, Sarpy County,
Papillion, NE 68138

Binder/Order Number: 12-114470

Closing Protection Letter on Behalf of:

TITLECORE, LLC
210 REGENCY PARKWAY
SUITE 10
OMAHA NE 68114
402-498-8446 - PHONE

TitleCore, LLC
Spence Title Division
1905 Harney Street
Suite 210
Omaha, NE 68102
Rick L. Schmidt - AGENT CONTACT
rschmidt@titlecore.net

To verify if this agent is in good standing, go to www.oldrepublictitle.com, select Agent Verification from the Products and Services dropdown and enter in Reference Number 954105122.

THIS CLOSING PROTECTION LETTER COVERS THE ACTS OF THE NAMED AGENT ONLY WITH RESPECT TO THE TRANSACTION CONCERNING THE NAMED BORROWER AND THE SPECIFIC PROPERTY REFERENCED ABOVE. IF THE IDENTITY OF THE BORROWER AND THE PROPERTY ARE NOT SPECIFICALLY SET HEREIN, YOU AND YOUR BORROWER MAY NOT RELY ON THIS LETTER AND THIS LETTER SHALL BE OF NO FORCE AND EFFECT.

Re: Nebraska Insured Closing Service

The protection herein offered extends only to real property transactions in the State of Nebraska.

You or your institution have (has) been named as the proposed insured(s) in the attached title commitment issued on behalf of Old Republic National Title Insurance Company (hereinafter the "Company"). We are pleased to provide the following protection in connection with the closing of your real estate purchase or loan by the title insurance agent which has issued the title commitment for the property described therein.

If our policy is to be issued, we will reimburse you for any loss of settlement funds transmitted to the title insurance agent which has issued the title commitment for your account due to the following acts of said agent: theft of settlement funds; or failure to comply with your written closing instructions relating to title insurance coverage when agreed to by the title insurance agent which has issued the title commitment.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower. "Successors and/or assigns," if included in this letter, shall be defined as any owner of an indebtedness secured by your mortgage who acquires the indebtedness as a purchaser for value without knowledge of an asserted defect, lien, encumbrance, adverse claim or other matter relating to the coverage afforded hereby.

Conditions and Exclusions:

1. The assurances given in this letter shall not be considered to cover any instructions which seek to impose on the Company any liability in connection with any "Consumer Credit Protection," "Truth in Lending" or similar law or for any obligations imposed upon a mortgage lender by Public Law 93-533; nor shall they cover any direction to make a determination as to the need for Flood Insurance; nor shall they include insurance of proper disbursement of a construction loan unless specific written approval is obtained from this Company.

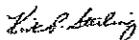
2. The Company will not be liable to you for loss arising out of:
 - a. Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent;
 - b. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designate by name;
 - c. The refusal of any government agency to endorse for insurance or guarantee any loan closed under this agreement, except where such refusal results from a matter within the coverage of the title insurance policy or from matters resulting from failure to comply with your written instructions.
 - d. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company;
 - e. Actions taken by the Issuing Agent or Approved Attorney authorized by you or a mortgage broker who provides loan processing and origination services as defined in 24 CFR 3500.2(b);
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
4. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Approved Attorney shall be limited to the protection provided by this letter. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connections with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the Company's liability under the terms of this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
5. Claims shall be made promptly to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. However, in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principle office within ninety (90) days from the date of discovery of loss. Furthermore, and notwithstanding any other limitations set forth in this paragraph, in no instance shall the Company be held liable hereunder unless notice of claim in writing is received by the Company at its principle Office one (1) year from the date of closing.

Transactions will be covered under this letter until cancelled by written notice from the Company.

Any previous closing letter or similar agreement is hereby cancelled except as to closings of your real estate transactions regarding which you have previously sent or within 30 days hereafter send written instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By:



Kirk P. Sterling
Senior Vice President

cc: Rick L. Schmidt

AFFIDAVIT REGARDING TRUST

The undersigned, hereinafter referred to as "Affiant" (whether one or more), of lawful age, being first duly sworn upon oath, in order to induce TitleCore, LLC and/or Old Republic National Title Insurance Company (collectively, the Title Company) to issue its policy(ies) of title insurance, in accordance with Commitment No. 12-114470, on property legally described as follows: (the "Premises")

A tract of land lying in the East Half of the Southwest Quarter (E½ SW¼) and the West Half of the Southeast Quarter (W½ SE¼) of Section 36, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of Section 36, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; thence North 87°11'09" East, along the South line of said Section 36, a distance of 1,320.76 feet, to the Point of Beginning; thence continuing North 87°11'09" East, along said South line, a distance of 1,319.89 feet, to the South Quarter Corner of said Section 36; thence North 87°11'45" East, along said South line, a distance of 1,320.53 feet; thence North 02°47'50" West, a distance of 2,660.76 feet; thence South 87°54'54" West, a distance of 1,331.47 feet, to the center of said Section 36; thence South 87°87'56" West, a distance of 1,326.50 feet; thence South 03°09'56" East, a distance of 2,695.58 feet, to the Point of Beginning;

Subject to public roads and/or highways.

does hereby state and declare as follows:

1. Affiant is and remains Trustee for the _____, pursuant to a Trust Agreement executed on _____.
2. Affiant has received no notice of death of the Grantor(s) and/or Beneficiary(ies) of said Trust.
3. Affiant, as Trustee for said Trust, has been granted full power and authority to act on behalf of said Trust to deal in any way with the title to the Premises.
4. Affiant has received no notice of revocation of the Trust Agreement executed by _____ on _____.
5. Affiant states that there are no Amendments to said Trust Agreement, OR, if there have been Amendments, said Amendments do not materially alter the status and/or powers of Affiant as Trustee thereof.

Affiant makes the above representations, and hereby indemnifies and agrees to save harmless TitleCore, LLC and/or Old Republic National Title Insurance Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

Further Affiant sayeth not.

Dated this _____ day of _____, 2012.

Jolene A. Tomanek, Affiant

STATE OF)
COUNTY OF) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this
_____ day of _____, 2012, by Jolene A. Tomanek.

Notary Public

My Commission Expires: _____

12-114470

11. There is no other name under which Affiant has operated or been known (including maiden name, previous married name or professional name), which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues, taxes or assessments payable to any association or any other such organization and/or any taxing authority at date hereof.

Affiant makes the above representations, except as modified on the reverse side hereof, and hereby indemnifies and agrees to save harmless TitleCore, LLC and/or Old Republic National Title Insurance Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to purchaser, lender and/or Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

Dated this _____ day of _____, 2012.

HORSE CREEK FARMS,
a Colorado general partnership

Jolene A. Tomanek, Trustee

By: _____
Denny Esch, Managing Partner

STATE OF _____)
COUNTY OF _____) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2012, by Jolene A. Tomanek, Trustee.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2012, by Denny Esch, as Managing Partner of Horse Creek Farms, a Colorado general partnership, for and on behalf of the partnership.

Notary Public

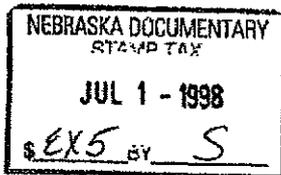
My Commission Expires: _____

98-17602

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-017602

98 JUL -1 PM 4:13

Glenn J. Dawkins
REGISTER OF DEEDS



Counter S
Verify AK
D.E. AK
Proof A
Fee \$ 6.50
Clk Cash Chg

WARRANTY DEED

Jolene A. Tomanek and Thomas A. Tomanek, wife and husband, as tenants in common, GRANTOR, in consideration of One Dollar and other valuable consideration received from GRANTEE, Jolene A. Tomanek, Trustee, conveys to GRANTEE, the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

The East 1/2 of the Southwest 1/4 of the West 1/2 of the Southeast 1/4 of Section 36, Township 14 North, Range 11, East of the 6th P.M., in Sarpy County, Nebraska

and

Lots 2 and 3, Block 27, in South Papillion, Sarpy County, Nebraska

→ should be and

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- a. is lawfully seized of such real estate and that it is free from encumbrances, except easements, reservations, covenants and restrictions of record;
- b. has legal power and lawful authority to convey the same; and
- c. warrants and will defend title to the real estate against the lawful claims of all persons.

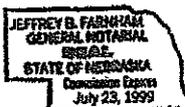
Executed: June 24, 1998.

Jolene A. Tomanek
Jolene A. Tomanek, Grantor

Thomas A. Tomanek
Thomas A. Tomanek, Grantor

State of Nebraska, County of Douglas -- ss.

The foregoing Warranty Deed was acknowledged before me on June 24, 1998, by Jolene A. Tomanek and Thomas A. Tomanek, wife and husband.



Jeffrey B. Foubert
Notary Public
My commission expires _____

017602

EXHIBIT B

PROPERTY ACCESS AGREEMENT – HORSE CREEK FARMS SITE

This Property Access Agreement ("Agreement") is made and entered into this 27 day of January, 2012 by and between Horse Creek Farms, a Colorado General Partnership, with an address of 717 Colorado Street, Springfield, CO 81073 (hereinafter "Equitable Owner") and the U. S. Department of Veterans' Affairs, a federal agency with an address of 810 Vermont Ave., Washington, DC 20420 (hereinafter "Government").

Whereas the Equitable Owner and Gottsh Enterprises, LLC, a Nebraska limited liability corporation, owner of the approximately 74.13 acre property further described in this paragraph, entered into a Purchase Agreement and Addendum, made effective March 30, 2011, (attached hereto as Exhibit A), and subsequently amended by the First Amendment to the Purchase Agreement, dated December 23, 2011, (attached hereto as Exhibit B), for the purchase and sale of unimproved property known as the northeast corner of Schram Road and NE Highway 50, Sarpy County, Nebraska, Parcel #010465480, (hereinafter "Parcel 1") and

Whereas the Equitable Owner and Jolene and Tomanek Trustee of the Jolene and Tomanek Trust, a Revocable Trust created under the laws of the State of Nebraska, owner of the 162.835 acre property further described in this paragraph, entered into a Purchase Agreement, dated January 28, 2011, (attached hereto as Exhibit C), and subsequently amended by the First Amendment to the Purchase Agreement, dated December 21, 2011, (attached hereto as Exhibit D), for the purchase and sale of certain real property legally described as E1/2SW1/4 and the W1/2SE1/4 of Section 36-T14N-R12,E in Sarpy County, Nebraska, Parcel #010465391, (hereinafter "Parcel 2") and

Whereas, Equitable Owner hereby represents to Government that under applicable law, Equitable Owner is the equitable owner of Parcel 1 and Parcel 2 (hereinafter, collectively, the "Property") with the approximate boundaries of the Property as outlined on the aerial photograph attached hereto as Exhibit E, and

Whereas, Government has requested permission from the Equitable Owner to enter the Property to appraise the value of the Property, to perform surveys, and to conduct engineering tests and studies, make test borings, and carry out such other exploratory investigations (collectively, the "Due Diligence") as may be reasonably necessary, to complete the due diligence investigations of the Property and

Whereas, Equitable Owner has the right and is willing to give Government permission to enter the Property for the purpose of performing due diligence activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, the Equitable Owner hereby grants to Government a license to enter the Property subject to terms and conditions set forth herein.

1. Purpose of Entry. The Government by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors, may enter the Property at any reasonable time during the Term of this Agreement, as hereinafter described, solely for the purpose of performing due diligence activities.

2. Government's Responsibilities. Government shall be responsible for all costs associated

with all such due diligence activities, shall conduct the Due Diligence work in a manner to minimize the risk of property damage or bodily injury on the Property, and shall restore the Property after completing the Due Diligence Work, to leave it in the like condition in which Government or Government's contractors, agents or representatives found it. Government shall not permit any liens to attach to the Property by reason of the exercise of Government's rights hereunder. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by Government shall remain the property of Government and must be removed by Government prior to the expiration of this Agreement.

3. Term. The term of this license shall commence upon the date of execution of this Agreement and shall expire on December 15, 2012 (the "Term"), except if a subsequent agreement between the parties respecting an offer by the Equitable Owner to sell the Property to the Government is accepted by the Government, then the term of this license MAY BE EXTENDED as set forth in the subsequent agreement.

4. Compliance with Law. Government shall perform due diligence activities at Government's expense and in compliance with all applicable laws, ordinances and regulations, and obtain at no expense to the Equitable Owner all permits, licenses, certificates and approvals required to perform due diligence activities.

5. Notice to Equitable Owner. At least five (5) business days prior to commencing Due Diligence, Government shall provide Equitable Owner with notice of the commencement of Government's due diligence activities, and shall include a brief description and an estimated schedule for completion. 6. Condition of Site. Government shall repair any damage to the Property caused by performing due diligence activities and shall leave the site in substantially the same condition as existed when the Government entered the Site.

7. Insurance. Government is a self-insured instrumentality of the United States of America. Government's contractors and any and all subcontractors (hereinafter contractors) shall obtain at their own cost and expense, and keep in full force and effect, during the term of their access upon the Site, a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the Owner against any and all claims for bodily injury, death or property damage arising directly or indirectly from Government's use of the Site. Such policy or policies shall name the Equitable Owner as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the state and such policy or policies shall provide at least twenty (20) days' notice to the Government and the Equitable Owner before cancellation or material modification. The Government's contractors shall deliver to the Equitable Owner certificates of such insurance evidencing the coverage in force as of the commencement date of this License, as well as any replacement certificates issued during the term of this Agreement.

8. Equitable Owner's Representation. Equitable Owner hereby represents and warrants that it is the equitable owner of the Property and has the right to grant the Government permission to enter upon the property and perform Due Diligence.

9. Termination. The license granted pursuant to this Agreement may be terminated by Equitable Owner or Government by providing written notice to the other party. Upon any such termination, the Government shall have continued access to the Site for a reasonable and sufficient period of time to permit Government to complete any necessary repairs as set forth in Paragraph 6

of this Agreement.

10. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For the Government: George L. Szwarcman
Director, Real Property Service
Department of Veterans Affairs
Real Property Service (003C1E)
810 Vermont Ave NW
Washington, DC 20420
George.Szwarcman@VA.gov

With a copy to: Edward Swift
Project Manager
Real Property Services (003C1E)
Department of Veterans Affairs
810 Vermont Avenue
Washington, DC 20420
202-632-5610 (office)
E-mail: edward.swift@va.gov

AND

For the Equitable Owner: Denny Esch
2006 North 101 Circle
Omaha, NE 68134
719-529-0602 (mobile)
E-mail: dennesch@hotmail.com

11. Third Parties. The license granted to Government under this Agreement is a personal privilege of Government, and shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over against either party to this Agreement.

12. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with and governed by the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

13. Notwithstanding anything in this Agreement, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C Sections 601-613); the

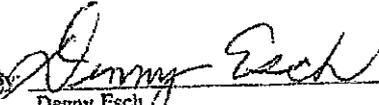
Hwy 50 & Schram Rd, Omaha, NE Access Agreement
Page 3 of 4

Anti-Deficiency Act (31 U.S.C. Sections 1341, and 1501); and the Federal Tort Claims Act (28 U.S.C. Section 2671, *et seq.*).

14. Counterparts. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

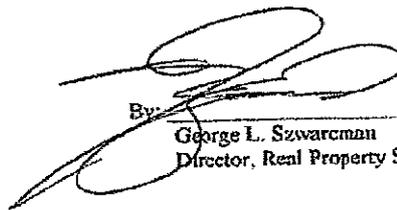
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

EQUITABLE OWNER:
HORSE CREEK FARMS

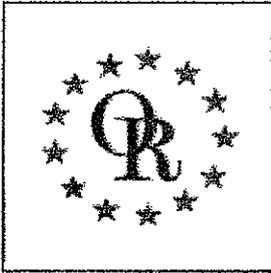
By: 
Denny Esch
Managing Partner

GOVERNMENT:
U.S. DEPARTMENT OF VETERANS

AFFAIRS

By: 
George L. Szwarcman
Director, Real Property Services

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for available consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the office of:

TitleCore, LLC
1905 Harney Street, Suite 210
Omaha, Nebraska 68102
Phone: 402-345-8844
Fax: 402-345-4634



Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Issued By: TitleCore, LLC, 1905 Harney Street, Suite 210, Omaha, NE 68102 Phone: 402-345-8844 Fax: 402-345-4634

SCHEDULE A

File No.: 12-114469

1. Effective Date: February 3, 2012 at 8:00AM Revision Date:

2. Policy or Policies to be issued:

(a) ALTA Owners Policy - {ALTA U.S. Policy 9/28/91}

Amount: \$1,957,032.00
Premium: \$3,592.00

Proposed Insured:

**UNITED STATES OF AMERICA, BY AND THROUGH THE SECRETARY OF VETERANS
AFFAIRS**

(b) ALTA Loan Policy - {ALTA Policy 6/17/06}

Amount:
Premium:

Proposed Insured:

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

4. Title to the estate or interest in the land is at the Effective Date vested in:

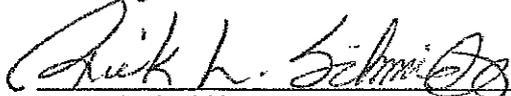
GOTTSCH ENTERPRISES, LLC, a Nebraska limited liability company

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

See Exhibit "A" attached hereto and made a part hereof.

NOTE: Schram Road, NE 68138

Countersigned:


Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 12-114469

SCHEDULE B - SECTION I

REQUIREMENTS

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. Subject property was included within an unrecorded Purchase Agreement and Addendum effective March 30, 2011 and First Amendment thereto dated December 23, 2011, executed by and between Gottsch Enterprises, LLC, a Nebraska limited liability corporation, and Horse Creek Farms, a Colorado general partnership. We, therefore, REQUIRE Warranty Deed to be executed by Gottsch Enterprises, LLC, a Nebraska limited liability company, in due form, by its Member(s)/Manager(s)/Officer(s), in accordance with its Articles of Organization and its Operating Agreement, in favor of Horse Creek Farms, a Colorado general partnership, in fulfillment of the above referenced Purchase Agreement, as amended.
 - b. REQUIRE Warranty Deed to be executed by Horse Creek Farms, a Colorado general partnership, in due partnership form, by its Partner(s), in accordance with its Partnership Agreement, in favor of Proposed Insured PURchaser.
2. REQUIRE that copies of the Articles of Organization and the Operating Agreement for Gottsch Enterprises, LLC be furnished to this Company for our review, along with any amendments thereto.
3. REQUIRE that a copy of the Partnership Agreement for Horse Creek Farms be furnished to this Company for our review, along with any amendments thereto.
4. REQUIRE execution of the attached Affidavit Regarding Owner by the parties names therein.
5. 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.
6. 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 exception will appear in lieu thereof: Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.

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.

Case No.: 12-114469

This commitment is invalid unless the Insuring Provisions and Schedule A and B are attached.
Schedule B 1 consists of 1 page(s)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 12-114469

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 but prior to the date the 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, variation 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 or hereafter furnished, imposed by law and not shown by the public records.
6. General taxes due and payable at the date hereof: 2011 taxes: \$2,551.36 total; first half is due and will become delinquent April 1, 2012; second half is due and will become delinquent August 1, 2012. Key Number: 010465480.
 - a. NOTE: Subject property is subject to "AGUSE" Special Valuation Assessment. Changes in the current use of the land may result in changes to assessed value and possible increase in taxes. The Sarpy County Assessor's Office should be contacted for further information regarding same.
7. Special taxes or 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.
8. Special taxes or assessments certified to the Office of the County Treasurer for collection at the date hereof: None.
9. Access restriction onto Highway 50 contained in Return of Appraisers dated October 2, 1957 and recorded October 16, 1957, in Book 22 at Page 282 of the Miscellaneous Records of Sarpy County, Nebraska.
10. Easements and Rights-of-Way granted to Metropolitan Utilities District of Omaha by instrument dated November 27, 2002 and recorded December 9, 2002, as Instrument No. 2002-50944 of the Records of Sarpy County, Nebraska, to lay, operate and maintain pipelines and appurtenances for the transportation of gas on, over, under and through portions of subject property.
11. Limitations of access to and from subject property onto Highway 50 and Schram Road as contained in Warranty Deed dated June 29, 2004 and recorded August 26, 2004, as Instrument No. 2004-32979 of the Records of Sarpy County, Nebraska.
12. Easement granted to The State of Nebraska, Department of Roads by instrument dated June 29, 2004 and recorded August 26, 2004, as Instrument No. 2004-32980 of the Records of Sarpy County, Nebraska, for access purposes in a portion of subject property.

Commitment Schedule B - Section II continued
File No.: 12-114469

13. Terms and provisions of unrecorded Property Access Agreement - Horse Creek Farms Site dated January 27, 2012, executed by and between Horse Creek Farms, a Colorado general partnership, and the U.S. Department of Veterans' Affairs.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No.: 12-114469

LEGAL DESCRIPTION

EXHIBIT "A"

The Land referred to in this commitment is described as follows:

The West Half of the Southwest Quarter (W½ SW¼) of Section 36, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska;

EXCEPT that part thereof taken by the State of Nebraska for channel change purposes, being a strip of land 60.0 feet in width, the centerline of which is described as follows:

Referring to the West Quarter Corner of said Section 36; thence Southerly, on the West line of the West Half of the Southwest Quarter of said Section 36, a distance of 761.5 feet; thence Northeasterly, 114°37' left, a distance of 71.3 feet, to the Point of Beginning of said centerline; thence continuing Northeasterly, on a 1,145.92 foot radius curve to the left (initial tangent of which coincides with the last described course produced), a distance of 345.2 feet, to the Point of Termination of said centerline;

AND, EXCEPT that part thereof conveyed to the State of Nebraska described as follows:

Beginning at the Southwest corner of the West Half of the Southwest Quarter of said Section 36; thence Northerly, along the West line of said West Half of the Southwest Quarter Section, a distance of 2,712.29 feet, to the Northwest corner of said West Half of the Southwest Quarter Section; thence Easterly, deflecting 91°13'20" right, along the North line of said West Half of the Southwest Quarter Section, a distance of 69.60 feet, to the existing Easterly right-of-way line of Highway 50; thence continuing Easterly, deflecting 00°00'00", along the North line of said West Half of the Southwest Quarter Section, a distance of 25.46 feet; thence Southerly, deflecting 83°16'20" right, a distance of 285.62 feet; thence Southerly, deflecting 08°03'02" right, a distance of 300.00 feet; thence Southerly, deflecting 04°51'05" left, a distance of 796.79 feet; thence Southerly, deflecting 06°48'21" right, a distance of 496.65 feet; thence Southerly, deflecting 06°54'36" left, a distance of 500.40 feet; thence Southerly, deflecting 04°32'11" right, a distance of 255.20 feet; thence Easterly, deflecting 82°30'35" left, a distance of 120.34 feet; thence Easterly, deflecting 11°59'55" right, a distance of 80.40 feet, to the existing Northerly County Road right-of-way line; thence Southerly, deflecting 68°53'09" right, a distance of 33.00 feet, to the South line of said West Half of the Southwest Quarter Section; thence Westerly, deflecting 90°00'13" right, along the South line of said West Half of the Southwest Quarter Section, a distance of 306.91 feet, to the Point of Beginning;

All subject to public roads and/or highways.



Division Office:
11960 Westline Industrial Drive, Suite 230
St. Louis, MO 63146
Voice: 314-205-1192 -- Fax Number: 314-439-0496
Toll Free: 866-969-7890

Thursday, February 16, 2012 -- Ref: 954108743 -- NEB01

United States of America, by and through the Secretary of Veterans Affairs
Real Property Service (00CFM3C)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Edward Swift

Pertaining To: United States of America, by and through the Secretary of Veterans Affairs
Premises to be covered: W/2 SW/4 Sec. 36-14-11, Sarpy County,
Papillion, NE 68138

Binder/Order Number: 12-114469

Closing Protection Letter on Behalf of:

TITLECORE, LLC	TitleCore, LLC
210 REGENCY PARKWAY	1905 Harney Street
SUITE 10	Suite 210
OMAHA NE 68114	Omaha, NE 68102
402-498-8446 - PHONE	Rick L. Schmidt - AGENT CONTACT
	rschmidt@titlecore.net

To verify if this agent is in good standing, go to www.oldrepublictitle.com, select Agent Verification from the Products and Services dropdown and enter in Reference Number 954108743.

THIS CLOSING PROTECTION LETTER COVERS THE ACTS OF THE NAMED AGENT ONLY WITH RESPECT TO THE TRANSACTION CONCERNING THE NAMED BORROWER AND THE SPECIFIC PROPERTY REFERENCED ABOVE. IF THE IDENTITY OF THE BORROWER AND THE PROPERTY ARE NOT SPECIFICALLY SET HEREIN, YOU AND YOUR BORROWER MAY NOT RELY ON THIS LETTER AND THIS LETTER SHALL BE OF NO FORCE AND EFFECT.

Re: Nebraska Insured Closing Service

The protection herein offered extends only to real property transactions in the State of Nebraska.

You or your institution have (has) been named as the proposed insured(s) in the attached title commitment issued on behalf of Old Republic National Title Insurance Company (hereinafter the "Company"). We are pleased to provide the following protection in connection with the closing of your real estate purchase or loan by the title insurance agent which has issued the title commitment for the property described therein.

If our policy is to be issued, we will reimburse you for any loss of settlement funds transmitted to the title insurance agent which has issued the title commitment for your account due to the following acts of said agent: theft of settlement funds; or failure to comply with your written closing instructions relating to title insurance coverage when agreed to by the title insurance agent which has issued the title commitment.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower. "Successors and/or assigns," if included in this letter, shall be defined as any owner of an indebtedness secured by your mortgage who acquires the indebtedness as a purchaser for value without knowledge of an asserted defect, lien, encumbrance, adverse claim or other matter relating to the coverage afforded hereby.

Conditions and Exclusions:

1. The assurances given in this letter shall not be considered to cover any instructions which seek to impose on the Company any liability in connection with any "Consumer Credit Protection," "Truth in Lending" or similar law or for any obligations imposed upon a mortgage lender by Public Law 93-533; nor shall they cover any direction to make a determination as to the need for Flood Insurance; nor shall they include insurance of proper disbursement of a construction loan unless specific written approval is obtained from this Company.
2. The Company will not be liable to you for loss arising out of:

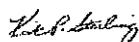
- a. Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent;
 - b. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designate by name;
 - c. The refusal of any government agency to endorse for insurance or guarantee any loan closed under this agreement, except where such refusal results from a matter within the coverage of the title insurance policy or from matters resulting from failure to comply with your written instructions.
 - d. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company;
 - e. Actions taken by the Issuing Agent or Approved Attorney authorized by you or a mortgage broker who provides loan processing and origination services as defined in 24 CFR 3500.2(b);
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
 4. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Approved Attorney shall be limited to the protection provided by this letter. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connections with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the Company's liability under the terms of this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
 5. Claims shall be made promptly to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. However, in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principle office within ninety (90) days from the date of discovery of loss. Furthermore, and notwithstanding any other limitations set forth in this paragraph, in no instance shall the Company be held liable hereunder unless notice of claim in writing is received by the Company at its principle Office one (1) year from the date of closing.

Transactions will be covered under this letter until cancelled by written notice from the Company.

Any previous closing letter or similar agreement is hereby cancelled except as to closings of your real estate transactions regarding which you have previously sent or within 30 days hereafter send written instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By:



Kirk P. Sterling
Senior Vice President

cf: Rick L. Schmidt

AFFIDAVIT REGARDING OWNER

STATE OF)
) ss.
COUNTY OF)

The undersigned, hereinafter referred to as "Affiant" (whether one or more), of lawful age, being first duly sworn upon oath, in order to induce TitleCore, LLC and/or Old Republic National Title Insurance Company to issue its policy(ies) of title insurance, in accordance with Commitment No. 12-114469, on property legally described as follows: (the "Premises")

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION.

and commonly known as: Schram Road, NE 68138

does hereby state and declare as follows:

1. Affiant has owned the Premises and improvements exclusively and continuously for six months last past
2. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document.
3. There are no unrecorded contracts, leases, easements, or other agreements, documents or interests relating to the Premises.
4. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve months for alterations, repair work, or new construction on the Premises for which payment has not been made.
5. There are no public improvements in the vicinity of the Premises under construction, completed but not assessed, or contemplated, which could be a basis for any special assessment being levied against the Premises after closing. All current assessments have been paid.
6. There are no chattel mortgages, security agreements, financing statements, or personal property leases affecting any fixtures, appliances, or equipment which are now installed in or upon the Premises.
7. There are no encroachments of any improvements, (including fences, driveways, stoops, decks, eaves) onto adjoining property (including streets) or onto easement grants; nor from adjoining property onto subject Premises. And there have been no disputes with neighbors or others over the location of any improvements or boundary lines.
8. There are no easement grants, including joint drive or party wall, affecting subject Premises other than those recorded and shown on the above referenced Commitment.
9. There have been no bankruptcy proceedings involving Affiant during the time Affiant has had any interest in the Premises, except as shown on the Commitment.
10. There are no unsatisfied judgments of record, or state or federal tax liens, against Affiant, nor any actions pending in any court, State or Federal, which could affect subject Premises, except as shown on the Commitment.
11. There is no other name under which Affiant has operated or been known which could result or has resulted in the attachment of a lien or judgment to subject Premises.
12. There are no unpaid obligations, dues, taxes or assessments payable to any association or any other such organization and/or any taxing authority at date hereof.

Affiant makes the above representations, except as modified on the reverse side hereof, and hereby indemnifies and agrees to save harmless TitleCore, LLC and/or Old Republic National Title Insurance Company from any loss or damage they may suffer, including, but not limited to, legal fees, court costs, expenses, closing costs, and losses suffered as a result of any claim against the Premises based upon facts contrary to the above representations.

This instrument is executed and delivered to purchaser, lender and/or Title Company as an inducement to consummate the transaction contemplated thereby, and forms a complete agreement by itself. All parties to this transaction may rely upon the representations so made, which are joint and several.

Dated this _____ day of _____, 2012.

HORSE CREEK FARMS,
a Colorado general partnership

GOTTSCH ENTERPRISES, LLC,
a Nebraska limited liability company

By: _____
Denny Esch, Managing Partner

By: _____
Brett A. Gottsch, Managing Member

By: _____
William L. Gottsch, Managing Member

By: _____
Robert L. Gottsch, Managing Member

STATE OF _____)
COUNTY OF _____) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2012, by Brett A. Gottsch, William L. Gottsch and Robert L. Gottsch, as Managing Members of Gottsch Enterprises, LLC, a Nebraska limited liability company, for and on behalf of the company.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss.

Acknowledged before me, the undersigned Notary Public in and for said County and State, on this _____ day of _____, 2012, by Denny Esch, as Managing Partner of Horse Creek Farms, a Colorado general partnership, for and on behalf of the partnership.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 36, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska;

EXCEPT that part thereof taken by the State of Nebraska for channel change purposes, being a strip of land 60.0 feet in width, the centerline of which is described as follows:

Referring to the West Quarter Corner of said Section 36; thence Southerly, on the West line of the West Half of the Southwest Quarter of said Section 36, a distance of 761.5 feet; thence Northeasterly, 114°37' left, a distance of 71.3 feet, to the Point of Beginning of said centerline; thence continuing Northeasterly, on a 1,145.92 foot radius curve to the left (initial tangent of which coincides with the last described course produced), a distance of 345.2 feet, to the Point of Termination of said centerline;

AND, EXCEPT that part thereof conveyed to the State of Nebraska described as follows:

Beginning at the Southwest corner of the West Half of the Southwest Quarter of said Section 36; thence Northerly, along the West line of said West Half of the Southwest Quarter Section, a distance of 2,712.29 feet, to the Northwest corner of said West Half of the Southwest Quarter Section; thence Easterly, deflecting 91°13'20" right, along the North line of said West Half of the Southwest Quarter Section, a distance of 69.60 feet, to the existing Easterly right-of-way line of Highway 50; thence continuing Easterly, deflecting 00°00'00", along the North line of said West Half of the Southwest Quarter Section, a distance of 25.46 feet; thence Southerly, deflecting 83°16'20" right, a distance of 285.62 feet; thence Southerly, deflecting 08°03'02" right, a distance of 300.00 feet; thence Southerly, deflecting 04°51'05" left, a distance of 796.79 feet; thence Southerly, deflecting 06°48'21" right, a distance of 496.65 feet; thence Southerly, deflecting 06°54'36" left, a distance of 500.40 feet; thence Southerly, deflecting 04°32'11" right, a distance of 255.20 feet; thence Easterly, deflecting 82°30'35" left, a distance of 120.34 feet; thence Easterly, deflecting 11°59'55" right, a distance of 80.40 feet, to the existing Northerly County Road right-of-way line; thence Southerly, deflecting 68°53'09" right, a distance of 33.00 feet, to the South line of said West Half of the Southwest Quarter Section; thence Westerly, deflecting 90°00'13" right, along the South line of said West Half of the Southwest Quarter Section, a distance of 306.91 feet, to the Point of Beginning;

All subject to public roads and/or highways.

22-282

BEFORE THE COUNTY JUDGE OF SARPY COUNTY, NEBRASKA

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS AND IRRIGATION

vs.

RETURN OF APPRAISERS

William H. Fase and Sadie Fase,
husband and wife;

An: M. Ehlers, a widow; and Peter
Ehlers, single;

Billy Fase, tenant (Fase land);

TO HONORABLE JOSEPH E. STRAWN, COUNTY JUDGE, SARPY COUNTY, NEBRASKA:

We, the undersigned Appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers", duly served upon us by the Sheriff of Sarpy County, Nebraska, on the 16th day of September, A.D. 1957, and after having taken and signed an oath to support the Constitutions of the United States of America and the State of Nebraska, to faithfully and impartially discharge our duties as required by law, and to honestly and truly assess the damages which the owners of the real estate, described in said "Appointment of Appraisers", will sustain by reason of the taking of permanent easement, to certain lands, for right of way, for the purpose of widening and reconstructing a part of State Highway No. 50, and also for damages due to prohibition of egress and ingress to said highway; that we did inspect the real estate herein described at the time and place designated and did at said time and place sit as a board of Appraisers and did receive evidence relative to the amount of damages that will be sustained by the owners of said real estate by reason of the taking thereof by the Department of Roads and Irrigation of the state of Nebraska, for right of way purposes, and also damages due to prohibition of egress and ingress to said highway; the real estate referred to above being described as follows:

16 OCT 1957 10A M. Sec. 10 44 200

22-283

C O N D E M N A T I O N

Land Owner: Anna M. Eblers, a widow and Peter Eblers, a single man.
Project: E-445 (4) AFE R-438a Sarpy County, Nebraska.

A strip of land for Highway right of way located in the eastern part of the South Half of the Southeast Quarter of Section 26, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Referring to the southeast corner of said Section 26, thence westerly on the South line of the South Half of the Southeast Quarter of said Section 26 a distance of 140.6 feet; thence northerly a distance of 46.0 feet to the point of beginning, said point being 140.6 feet westerly from the East line of said South Half of the Southeast Quarter; thence continuing northerly on the last described course produced a distance of 1,277.0 feet, more or less, to a point on the North line of said South Half of the Southeast Quarter; thence easterly on said North line a distance of 107.3 feet to a point 33.0 feet westerly from said East line; thence southerly on a line 33.0 feet westerly from and parallel to said East line a distance of 1,116.3 feet to point of curvature; thence southwesterly on a 173.7 foot radius curve to the right (initial tangent of which coincides with the last described course produced) a distance of 205.1 feet to the point of beginning, containing 3.16 acres, more or less.

There will be no ingress and egress from the above described land onto the remaining property of the condemnee.

22-285

C O N D E M N A T I O N

Land Owner: William H. Fase and Sadie Fase, husband and wife
Tenant: Billy Fase
Project: F-445 (4) AFE R-435a Sarpy County, Nebraska.

A strip of land for highway right of way located in the eastern part of the East Half of the Southeast Quarter of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Referring to the southeast corner of said Section 35; thence northerly on the East line of the East Half of the Southeast Quarter of said Section 35 a distance of 33.0 feet; thence westerly on a line 33.0 feet northerly from and parallel to the South line of said East Half of the Southeast Quarter a distance of 27.7 feet to the point of beginning; thence continuing westerly on the last described course produced a distance of 80.4 feet; thence northerly a distance of 2,680.8 feet, more or less, to a point on the North line of said East Half of the Southeast Quarter; thence easterly on said North line a distance of 28.0 feet to a point 62.4 feet westerly from the northeast corner of said East Half of the Southeast Quarter; thence southerly a distance of 2,681.3 feet, more or less, to the point of beginning, containing 3.34 acres, more or less.

Also a strip of land for Highway right of way located in the western part of the West Half of the Southwest Quarter of Section 36, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Referring to the southwest corner of said Section 36; thence northerly on the West line of the West Half of the Southwest Quarter of said Section 36 a distance of 33.0 feet; thence easterly on a line 33.0 feet northerly from and parallel to the South line of said West Half of the Southwest Quarter a distance of 38.3 feet to the point of beginning; thence continuing easterly on the last described course produced a distance of 13.6 feet; thence northerly a distance of 2,680.8 feet, more or less, to a point on the North line of said West Half of the Southwest Quarter; thence westerly on said North line a distance of 66.0 feet to a point 3.6 feet easterly from the northwest corner of said West Half of the Southwest Quarter; thence southerly a distance of 2,681.3 feet, more or less, to the point of beginning, containing 2.45 acres, more or less.

2-2-284
Condemnation (cont)

Page 2

Land Owner: William H. Fass and Sadis Fass, husband and wife

Tenant: Billy Fass

Project: F-445 (4) AFE R-438a Sarpy County, Nebraska

There will be no ingress and egress from the above described land onto the remaining property of the condemnee.

Also a strip of land for channel change purposes 65.0 feet in width located in the eastern part of the East Half of the Southeast Quarter of Section 35, Township T4 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Referring to the east quarter corner of said Section 35; thence southerly on the East line of the East Half of the Southeast Quarter of said Section 35 a distance of 761.5 feet; thence southwesterly 65 degrees 23 minutes right a distance of 105.2 feet to the point of beginning of said centerline; thence continuing southwesterly on the last described course produced a distance of 59.3 feet to point of termination of said centerline, said strip containing 0.09 acre, more or less.

And also a strip of land for channel change purposes 60.0 feet in width located in the western part of the West Half of the Southwest Quarter of Section 36, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Referring to the west quarter corner of said Section 36; thence southerly on the West line of the West Half of the Southwest Quarter of said Section 36 a distance of 761.5 feet; thence northeasterly 114 degrees, 37 minutes left a distance of 71.3 feet to the point of beginning of said centerline; thence continuing northeasterly on a 1,145.52 foot radius curve to the left (initial tangent of which coincides with the last described course produced) a distance of 345.2 feet to point of termination of said centerline, said strip containing 0.48 acre, more or less.

25-86

Now, therefore, we, as Appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the taking of easement to said lands for right of way purposes by the Department of Roads and Irrigation of the State of Nebraska, and also damages due to prohibition of egress and ingress to said highway, in amounts as follows:

William H. Fase and Sadie Fase, husband and wife.	\$2,763.36
Billy Fase, tenant Fase Land	372.40
Anna M. Ehlers, a widow; and Peter Ehlers, single.	\$1,839.46

All of which is hereby respectfully submitted.

Dated this 2nd day of October, A. D., 1957.

Alvin J. ...
Arthur A. ...
Joseph H. ...
 Appraisers

Filed October 2, 1957
 Jos. E. Strawn
 County Judge

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA
(Certified Copy of Record)

STATE OF NEBRASKA

County of Sarpy

I, Jos. E. Strawn Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

RETURN OF APPRAISERS

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS AND IRRIGATION

vs

William H. Fase and Sadie Fase,
husband and wife;

Anna M. Ehlers, a widow; and Peter
Ehlers, single;

Billy Fase, tenant (Fase land);

Doc. M2

Page 17

No. 195

Total Amount of Award of Appraisers deposited with the County Judge.

with the original records thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 16th day of October, A.D. 1957



JOS. E. STRAWN
Judge of the County Court

By Palma Christensen
Clerk of the County Court

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-50944
2002 DEC -9 A 11:48 B
Shawn J. Anderson
REGISTER OF DEEDS

Counter AK ✓
Verify AK
D.E. AK
Proof D
Fee \$ 30.50
Ck Cash Chg
14279

PERMANENT
AND TEMPORARY
EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE, made this 27 day of November, 2002,
between ROBERT W. FASE, KENNETH FASE, and MARSHA SMITH,
("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a
Municipal Corporation, ("Grantee"),

WITNESS:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and
other valuable consideration, receipt of which is hereby acknowledged, do hereby
grant to Metropolitan Utilities District of Omaha, its successors and assigns, a
permanent easement and right-of-way to lay, maintain, operate, repair, relay and
remove, at any time, pipelines for the transportation of gas and all appurtenances
thereto, and a temporary easement for construction purposes, together with the
right of ingress and egress on, over, under and through lands described as
follows:

TEMPORARY EASEMENT

A tract of land in the Northwest Quarter (NW ¼) of the
Southwest Quarter (SW ¼) of Section 36, Township 14
North, Range 11 East of the 6th P.M. in Sarpy County,
Nebraska, and described as follows:

The easterly 50.00' of the westerly 150.00' of the
NW ¼ of the SW ¼ of Section 36-14-11.

-AND-

A tract of land in the Southwest Quarter (SW ¼) of the
Southwest Quarter (SW ¼) of Section 36, Township 14
North, Range 11 East of the 6th P.M. in Sarpy County,
Nebraska, and described as follows:

Except for the southerly 33.00', the easterly 50.00' of
the westerly 150.00' of the SW ¼ of the SW ¼ Section
36-14-11.

This temporary easement contains 3.08 acres, more or
less, and is shown on the drawing attached hereto and
made a part hereof by this reference.

PERMANENT EASEMENT

A tract of land in the Northwest Quarter (NW ¼) of the
Southwest Quarter (SW ¼) of Section 36, Township 14
North, Range 11 East of the 6th P.M. in Sarpy County,
Nebraska, and described as follows:

Return to: *Susan Raza*
ROP M.U.D.
1723 Harney Street
Omaha, NE 68102

50944

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Commencing at the NW corner of the SW ¼ of Section 36, Township 14 North, Range 11 East of the 6th P.M.; thence N88°16'13"E (an assumed bearing relative to all bearings contained herein), a distance of 69.59' to the point of beginning, said point also being on the east right-of-way line of state highway 50; thence S02°34'25"E along the east right-of-way line of state highway 50 a distance of 1357.32'; thence N87°33'09"E a distance of 39.38'; thence N02°57'06"W a distance of 1356.98'; thence S88°16'13"W a distance of 30.42' to the point of beginning.

-AND-

A tract of land in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 36, Township 14 North, Range 11 East of the 6th P.M. in Sarpy County, Nebraska, and described as follows:

Commencing at the SW corner of the SW ¼ of Section 36, Township 14 North, Range 11 East of the 6th P.M.; thence N54°57'28"E (an assumed bearing relative to all bearings contained herein), a distance of 61.26' to the point of beginning, said point also being on the east right-of-way line of state highway 50 and the north right-of-way line of Schram Road, thence N87°33'10"E along the north right-of-way line of Schram Road a distance of 48.10'; thence N02°57'06"W a distance of 1321.05'; thence S87°33'09"W a distance of 39.38' to a point on the east right-of-way line state of highway 50; thence S02°34'25"E along the east right-of-way line of state highway 50 a distance of 1321.32' to the point of beginning.

This permanent easement contains 2.42 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent and Temporary Easements and Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors and their successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so, and, with respect to the temporary easement tract, the same prohibitions apply during the effective period of that temporary conveyance, which effective period shall commence upon the date of execution hereof and cease upon completion of the project contemplated herein.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantors are lawful possessors of this real estate; have good right and lawful authority to make such conveyance; and Grantors and their successors and assigns shall warrant and defend this conveyance and shall

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA
EASEMENT ACQUISITION

FOR G.C. 12163-2

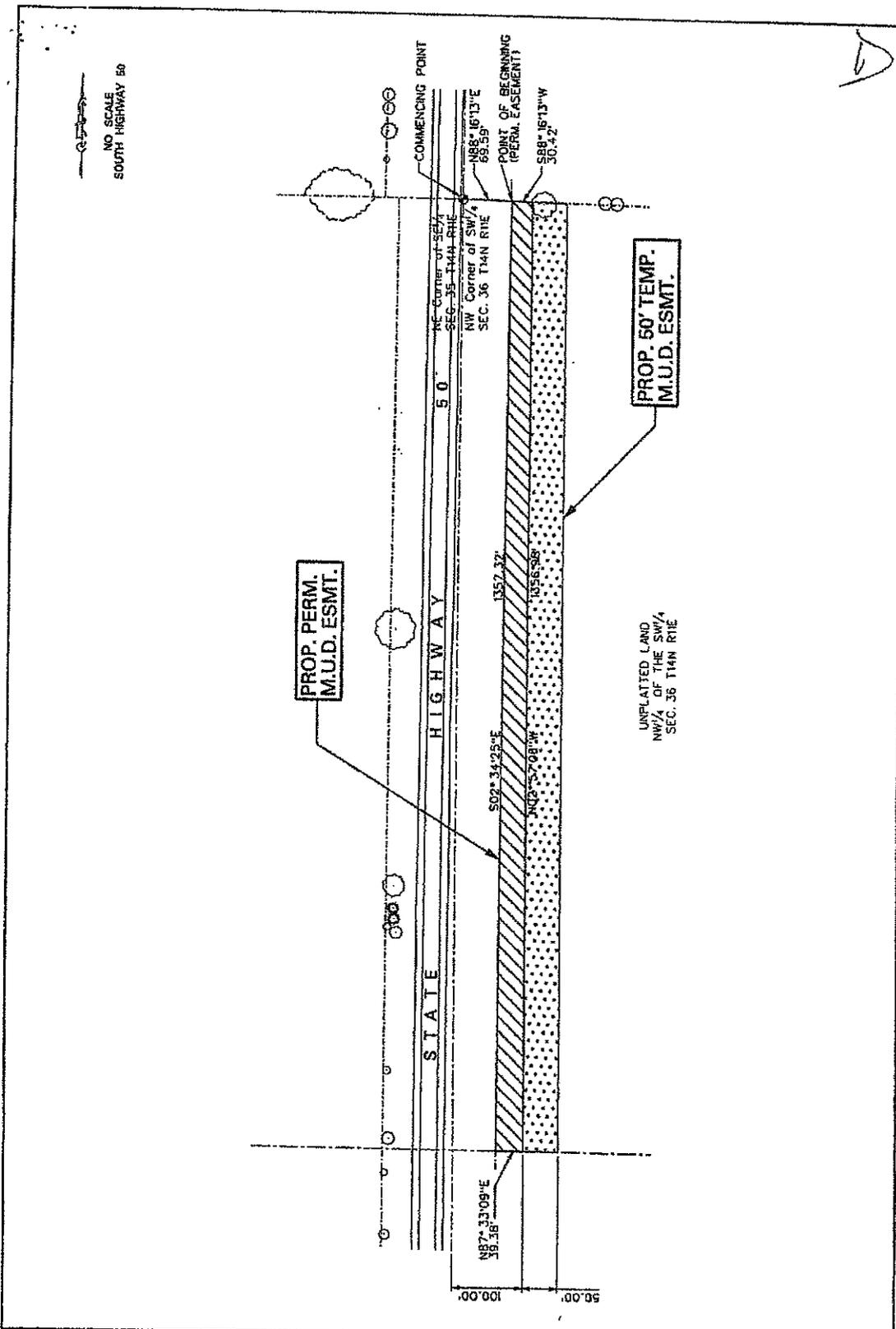
LAND OWNER
ROBERT W. FASE
1227 CORK DRIVE
FAPILLION, NE 68046

TOTAL ACRE 1.08 ±
 PERMANENT _____
 TOTAL ACRE 1.56 ±
 TEMPORARY _____

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 1 OF 2

DRAWN BY JLSTANEK
 DATE 08-27-2002
 CHECKED BY ZBS
 DATE 8/27/2002
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA EASEMENT ACQUISITION

FOR **G.C. 12163-2**

LAND OWNER
ROBERT W. FASE
1227 CORK DRIVE
PAPILLION, NE 68046

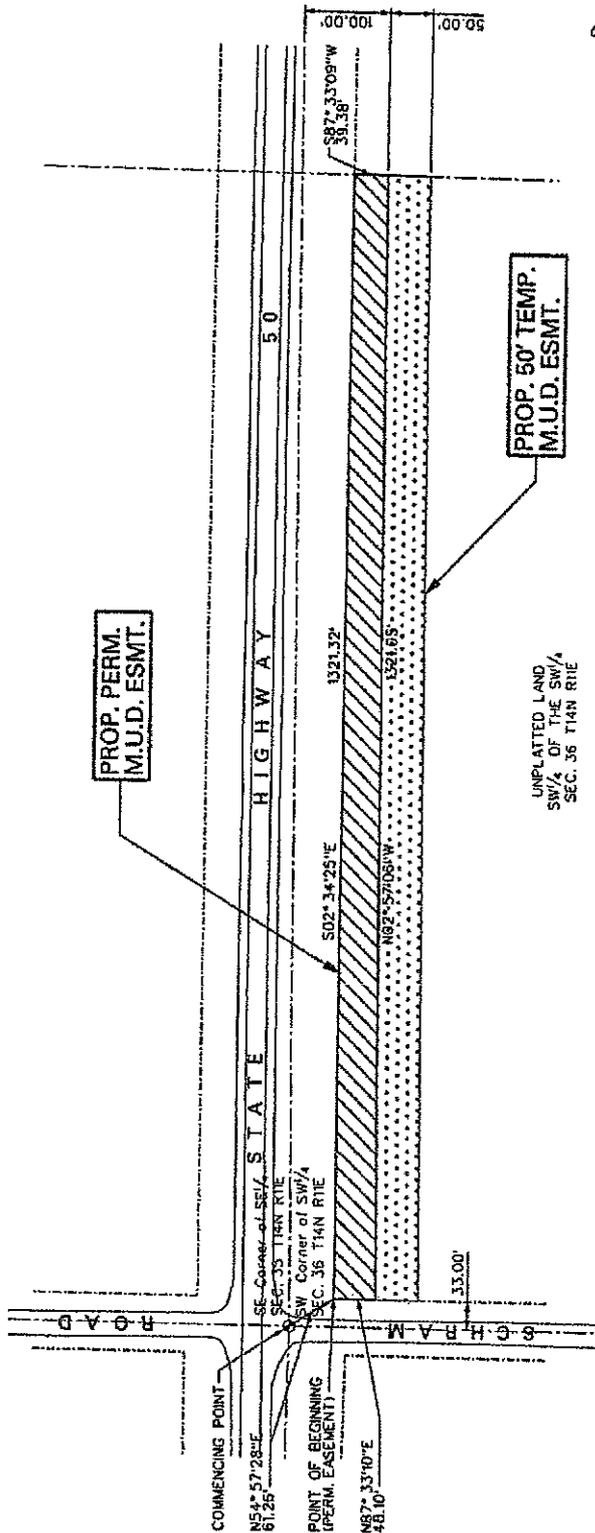
TOTAL ACRE
 PERMANENT 1.33±
 TOTAL ACRE
 TEMPORARY 1.52±

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 2 OF 2

DRAWN BY JSTANEK
 DATE 08-27-2002
 CHECKED BY JES
 DATE 8-27-2002
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

NG SCALE
 HIGHWAY 50 & SCHRAM RD.



2002-50944E

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-32979

2004 AUG 26 A 10:35 P

Glenn J. ...
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
STAMP TAX
AUG 26 2004
\$EX 2 BY *p*

COUNTER *p* C.E. *X*
VERIFY *AKD* D.E. *LM*
PROOF *✓*
FEES \$ *21.00*
CHECK# _____
CHG *DDR* CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

WARRANTY DEED - INDIVIDUAL (page 1)

PROJECT: 50-2(126)

C.N.: 21790

TRACT: 19

KNOW ALL MEN BY THESE PRESENTS:

THAT *Kenneth Fase and Susan J. Fase, Husband and wife;
Robert Fase and Karen K. Fase, Husband and wife;
Marsha Smith and Lawrence Smith, wife and husband,*

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **ONE HUNDRED FORTY FOUR THOUSAND AND NO/100-----(\$144,000.00)-----DOLLARS** in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, the following described real estate situated in SARPY County, and State of Nebraska, to-wit:

A TRACT OF LAND LOCATED IN TAX LOT 4A, SECTION 35, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 2712.29 FEET TO THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION; THENCE WESTERLY DEFLECTING 089 DEGREES, 47 MINUTES, 23 SECONDS LEFT ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 90.40 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE CONTINUING WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 49.68 FEET; THENCE SOUTHERLY DEFLECTING 086 DEGREES, 45 MINUTES, 40 SECONDS LEFT, A DISTANCE OF 925.69 FEET; THENCE SOUTHERLY DEFLECTING 008 DEGREES, 14 MINUTES, 32 SECONDS LEFT, A DISTANCE OF 303.30 FEET; THENCE SOUTHERLY DEFLECTING 011 DEGREES, 11 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 605.84 FEET; THENCE SOUTHERLY DEFLECTING 012 DEGREES, 55 MINUTES, 25 SECONDS LEFT, A DISTANCE OF 402.71 FEET; THENCE SOUTHERLY DEFLECTING 012 DEGREES, 30 MINUTES, 05 SECONDS RIGHT, A DISTANCE OF 377.13 FEET; THENCE WESTERLY DEFLECTING 072 DEGREES, 08 MINUTES, 36 SECONDS RIGHT, A DISTANCE OF 122.58 FEET; THENCE WESTERLY DEFLECTING 008 DEGREES, 40 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 13.54 FEET TO A POINT ON THE GRANTOR(S) PROPERTY LINE; THENCE SOUTHERLY DEFLECTING 073 DEGREES, 50 MINUTES, 57 SECONDS LEFT ALONG THE GRANTOR(S) PROPERTY LINE, A DISTANCE OF 42.23 FEET TO THE EXISTING NORTHERLY COUNTY ROAD RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 005 DEGREES, 04 MINUTES, 55 SECONDS RIGHT, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION; THENCE EASTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 361.05 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 12.30 ACRES, MORE OR LESS, WHICH INCLUDES 6.38 ACRES, MORE OR LESS, PREVIOUSLY OCCUPIED AS PUBLIC RIGHT OF WAY.

Return to: Julie Westergren
Nebraska Dept. of Roads-R.O.W. Div.
1500 Hwy 2, Box 94759
Lincoln, NE 68509-4759

32979

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WARRANTY DEED – INDIVIDUAL (page 2)

PROJECT: 50-2(126)

C.N.: 21790

TRACT: 19

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN TAX LOT 4A, SECTION 35, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 2712.29 FEET TO THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION; THENCE WESTERLY DEFLECTING 089 DEGREES, 47 MINUTES, 23 SECONDS LEFT ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 90.40 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE CONTINUING WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 49.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 086 DEGREES, 45 MINUTES, 40 SECONDS LEFT, A DISTANCE OF 925.69 FEET; THENCE SOUTHERLY DEFLECTING 008 DEGREES, 14 MINUTES, 32 SECONDS LEFT, A DISTANCE OF 303.30 FEET; THENCE SOUTHERLY DEFLECTING 011 DEGREES, 11 MINUTES, 04 SECONDS RIGHT, A DISTANCE OF 606.84 FEET; THENCE SOUTHERLY DEFLECTING 012 DEGREES, 55 MINUTES, 25 SECONDS LEFT, A DISTANCE OF 402.71 FEET; THENCE SOUTHERLY DEFLECTING 012 DEGREES, 30 MINUTES, 05 SECONDS RIGHT, A DISTANCE OF 377.13 FEET; THENCE WESTERLY DEFLECTING 072 DEGREES, 08 MINUTES, 35 SECONDS RIGHT, A DISTANCE OF 122.58 FEET TO THE POINT OF TERMINATION;

EXCEPT, FOR ONE FIELD ENTRANCE NOT TO EXCEED 25 FEET IN WIDTH TO PROVIDE FOR THE MOVEMENT OF FARMING IMPLEMENTS AND CROPS SO LONG AS IT IS USED CONSISTENT WITH NORMAL FARMING OPERATIONS, THE CENTERLINE OF WHICH IS LOCATED 0.98 FEET SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, AS MEASURED ALONG THE CENTERLINE OF THE PROJECT.

AND ALSO:

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTHERLY ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 2712.29 FEET TO THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION; THENCE EASTERLY DEFLECTING 091 DEGREES, 13 MINUTES, 20 SECONDS RIGHT ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 69.60 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE CONTINUING EASTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 25.46 FEET; THENCE SOUTHERLY DEFLECTING 083 DEGREES, 16 MINUTES, 20 SECONDS RIGHT, A DISTANCE OF 285.62 FEET; THENCE SOUTHERLY DEFLECTING 008 DEGREES, 03 MINUTES, 02 SECONDS RIGHT, A DISTANCE OF 300.00 FEET; THENCE SOUTHERLY DEFLECTING 004 DEGREES, 51 MINUTES, 05 SECONDS LEFT, A DISTANCE OF 796.79 FEET; THENCE SOUTHERLY DEFLECTING 006 DEGREES, 48 MINUTES, 21 SECONDS RIGHT, A DISTANCE OF 496.65 FEET; THENCE SOUTHERLY DEFLECTING 006 DEGREES, 54 MINUTES, 36 SECONDS LEFT, A DISTANCE OF 500.40 FEET; THENCE SOUTHERLY DEFLECTING 004 DEGREES, 32 MINUTES, 11 SECONDS RIGHT, A DISTANCE OF 255.20 FEET; THENCE

B

WARRANTY DEED – INDIVIDUAL (page 3)

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EASTERLY DEFLECTING 082 DEGREES, 30 MINUTES, 35 SECONDS LEFT, A DISTANCE OF 120.34 FEET; THENCE EASTERLY DEFLECTING 011 DEGREES, 59 MINUTES, 55 SECONDS RIGHT, A DISTANCE OF 80.40 FEET TO THE EXISTING NORTHERLY COUNTY ROAD RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 068 DEGREES, 53 MINUTES, 09 SECONDS RIGHT, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION; THENCE WESTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 13 SECONDS RIGHT ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 306.91 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 7.65 ACRES, MORE OR LESS, WHICH INCLUDES 3.97 ACRES, MORE OR LESS, PREVIOUSLY OCCUPIED AS PUBLIC RIGHT OF WAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTHERLY ALONG THE WEST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 2712.29 FEET TO THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION; THENCE EASTERLY DEFLECTING 091 DEGREES, 13 MINUTES, 20 SECONDS RIGHT ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 69.60 FEET TO THE POINT OF BEGINNING LOCATED ON THE EXISTING EASTERLY RIGHT OF WAY LINE AND CONTROLLED ACCESS LINE OF HIGHWAY 50; THENCE SOUTHERLY DEFLECTING 089 DEGREES, 09 MINUTES, 22 SECONDS RIGHT ALONG THE EXISTING EASTERLY RIGHT OF WAY LINE AND CONTROLLED ACCESS LINE OF HIGHWAY 50, A DISTANCE OF 2620.43 FEET; THENCE EASTERLY DEFLECTING 080 DEGREES, 45 MINUTES, 43 SECONDS LEFT, A DISTANCE OF 108.05 FEET TO THE POINT OF TERMINATION;

EXCEPT, FOR ONE FIELD ENTRANCE NOT TO EXCEED 25 FEET IN WIDTH TO PROVIDE FOR THE MOVEMENT OF FARMING IMPLEMENTS AND CROPS SO LONG AS IT IS USED CONSISTENT WITH NORMAL FARMING OPERATIONS, THE CENTERLINE OF WHICH IS LOCATED 0.98 FEET SOUTH OF THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, AS MEASURED ALONG THE CENTERLINE OF THE PROJECT.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD the premises above described, together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

2004-32979C

WARRANTY DEED - INDIVIDUAL (page 4)

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And the Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Signed this 29 day of June, A.D. 2004.

Marsha Smith

Karen H. Fase (Spouse)

Lawrence Smith (Spouse)

Kenneth L. Fase

Robert W. Fase

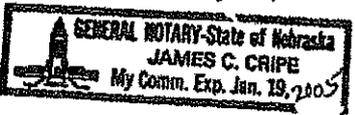
Susan J. Fase (Spouse)

STATE OF Nebraska)
)ss.
Sarpy County)

On this 29 day of JUNE, A.D., 2004, before me, a General Notary Public, duly commissioned and qualified, personally came Marsha Smith, Lawrence Smith, Robert W. Fase, Karen Fase, Kenneth Fase and Susan Fase

to me known to be the identical persons whose names affixed to the foregoing instrument as Grantors and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



James C. Cripe Notary Public.

My commission expires the ___ day of ___, 20__.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-32980

2004 AUG 26 A 10:35

Glenn J. Downing
REGISTER OF DEEDS

COUNTER _____ C.E. *8*
VERIFY *AKTS* D.E. *TM*
PROOF *SS*
FEES \$ *16.00*
CHECK# _____
CHG *DOR* CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

EASEMENT – INDIVIDUAL – DRIVE (page 1)

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KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth Fase & Susan J. Fase, H&W; Robert Fase & Karen K. Fase, H&W
Marsha Smith and Lawrence Smith, W&H

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **EIGHT HUNDRED TWENTY AND NO/100---(\$820.00)---DOLLARS** in hand paid does hereby grant and convey unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns the following permanent easement for the purpose of the perpetuation of joint, mutual and free access from and to the right of way including the road or highway to be used by all respective occupants, licensees and owners of properties adjoining and abutting said permanent easement situated in **SARPY County, and State of Nebraska, to-wit:**
A TRACT OF LAND FOR ACCESS PURPOSES LOCATED IN TAX LOT 4A, SECTION 35, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 2712.29 FEET TO THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION; THENCE WESTERLY DEFLECTING 089 DEGREES, 47 MINUTES, 23 SECONDS LEFT ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 90.40 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE CONTINUING WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 49.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER SECTION, A DISTANCE OF 45.04 FEET; THENCE SOUTHERLY DEFLECTING 087 DEGREES, 39 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 33.07 FEET; THENCE EASTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 44.45 FEET; THENCE NORTHERLY DEFLECTING 089 DEGREES, 05 MINUTES, 46 SECONDS LEFT, A DISTANCE OF 34.91 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.03 ACRES, MORE OR LESS.

AND ALSO:

R&W Return to: Julie Westergren
Nebraska Dept. of Roads-R.O.W. Div.
1500 Hwy 2, Box 94759
Lincoln, NE 68509-4759

32980

A

EASEMENT - INDIVIDUAL - DRIVE (page 2)

PROJECT: 50-2(126)

C.N.: 21790

TRACT: 19

A TRACT OF LAND FOR ACCESS PURPOSES LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 95.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER SECTION, A DISTANCE OF 45.01 FEET; THENCE SOUTHERLY DEFLECTING 091 DEGREES, 19 MINUTES, 23 SECONDS RIGHT, A DISTANCE OF 33.84 FEET; THENCE WESTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 40.36 FEET; THENCE NORTHERLY DEFLECTING 081 DEGREES, 56 MINUTES, 58 SECONDS RIGHT, A DISTANCE OF 33.13 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.03 ACRES, MORE OR LESS.

Said Grantor does hereby understand and agree that where said permanent easement adjoins or abuts another easement obtained for like purposes that both easements are to be used for mutual and joint access by all respective occupants, licensees and owners of properties adjoining and abutting both of said easements and further said Grantor does understand and agree that said permanent easement shall remain in full force and effect even though it is not being actively used for access purposes or though it is being used for other purposes, or in affect, regardless of the reason.

Signed this 29 day of June, A.D. 2004.

Masha Smith

Karen H. Fae (Spouse)

Lawrence Smith (Spouse)

Keith D. Fae

Robert W. Fae

Suzan G. Fae

2004-32980B

EASEMENT - INDIVIDUAL - DRIVE (page 3)

PROJECT: 50-2(126)

C.N.: 21790

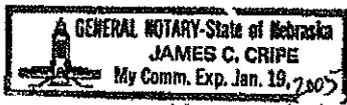
TRACT: 19

STATE OF Nebraska
_____)ss.
SOTM County)

On this 29 day of June, A.D., 2004, before me, a General Notary Public, duly commissioned and qualified, personally came ANISHA SMITH, Lawrence Smith Robert W FASE, Karen FASE, Kenneth FASE and SUSAN FASE

to me known to be the identical persons whose names S affixed to the foregoing instrument as GrantorS and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written



James C. Cripe Notary Public.

My commission expires the _____ day of _____, 20____.

STATE OF _____)
_____)ss.
_____ County)

On this _____ day of _____, A.D., 20____, before me, a General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person whose name _____ affixed to the foregoing instrument as Grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

_____ Notary Public.

My commission expires the _____ day of _____, 20____.

EXHIBIT B

PROPERTY ACCESS AGREEMENT – HORSE CREEK FARMS SITE

This Property Access Agreement ("Agreement") is made and entered into this 27 day of ~~January~~, 2012 by and between Horse Creek Farms, a Colorado General Partnership, with an address of 717 Colorado Street, Springfield, CO 81073 (hereinafter "Equitable Owner") and the U. S. Department of Veterans' Affairs, a federal agency with an address of 810 Vermont Ave., Washington, DC 20420 (hereinafter "Government").

Whereas the Equitable Owner and Goutsh Enterprises, LLC, a Nebraska limited liability corporation, owner of the approximately 74.13 acre property further described in this paragraph, entered into a Purchase Agreement and Addendum, made effective March 30, 2011, (attached hereto as Exhibit A), and subsequently amended by the First Amendment to the Purchase Agreement, dated December 23, 2011, (attached hereto as Exhibit B), for the purchase and sale of unimproved property known as the northeast corner of Schram Road and NE Highway 50, Sarpy County, Nebraska, Parcel #010465480, (hereinafter "Parcel 1") and

Whereas the Equitable Owner and Jolene and Tomanek Trustee of the Jolene and Tomanek Trust, a Revocable Trust created under the laws of the State of Nebraska, owner of the 162.833 acre property further described in this paragraph, entered into a Purchase Agreement, dated January 28, 2011, (attached hereto as Exhibit C), and subsequently amended by the First Amendment to the Purchase Agreement, dated December 21, 2011, (attached hereto as Exhibit D), for the purchase and sale of certain real property legally described as E1/2SW1/4 and the W1/2SE1/4 of Section 36-T14N-R12,E in Sarpy County, Nebraska, Parcel #010465391, (hereinafter "Parcel 2") and

Whereas, Equitable Owner hereby represents to Government that under applicable law, Equitable Owner is the equitable owner of Parcel 1 and Parcel 2 (hereinafter, collectively, the "Property") with the approximate boundaries of the Property as outlined on the aerial photograph attached hereto as Exhibit E, and

Whereas, Government has requested permission from the Equitable Owner to enter the Property to appraise the value of the Property, to perform surveys, and to conduct engineering tests and studies, make test borings, and carry out such other exploratory investigations (collectively, the "Due Diligence") as may be reasonably necessary, to complete the due diligence investigations of the Property and

Whereas, Equitable Owner has the right and is willing to give Government permission to enter the Property for the purpose of performing due diligence activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, the Equitable Owner hereby grants to Government a license to enter the Property subject to terms and conditions set forth herein.

1. Purpose of Entry. The Government by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors, may enter the Property at any reasonable time during the Term of this Agreement, as hereinafter described, solely for the purpose of performing due diligence activities.

2. Government's Responsibilities. Government shall be responsible for all costs associated

with all such due diligence activities, shall conduct the Due Diligence work in a manner to minimize the risk of property damage or bodily injury on the Property, and shall restore the Property after completing the Due Diligence Work, to leave it in the like condition in which Government or Government's contractors, agents or representatives found it. Government shall not permit any liens to attach to the Property by reason of the exercise of Government's rights hereunder. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by Government shall remain the property of Government and must be removed by Government prior to the expiration of this Agreement.

3. Term. The term of this license shall commence upon the date of execution of this Agreement and shall expire on December 15, 2012 (the "Term"), except if a subsequent agreement between the parties respecting an offer by the Equitable Owner to sell the Property to the Government is accepted by the Government, then the term of this license MAY BE EXTENDED as set forth in the subsequent agreement.

4. Compliance with Law. Government shall perform due diligence activities at Government's expense and in compliance with all applicable laws, ordinances and regulations, and obtain at no expense to the Equitable Owner all permits, licenses, certificates and approvals required to perform due diligence activities.

5. Notice to Equitable Owner. At least five (5) business days prior to commencing Due Diligence, Government shall provide Equitable Owner with notice of the commencement of Government's due diligence activities, and shall include a brief description and an estimated schedule for completion. 6. Condition of Site. Government shall repair any damage to the Property caused by performing due diligence activities and shall leave the site in substantially the same condition as existed when the Government entered the Site.

7. Insurance. Government is a self-insured instrumentality of the United States of America. Government's contractors and any and all subcontractors (hereinafter contractors) shall obtain at their own cost and expense, and keep in full force and effect, during the term of their access upon the Site, a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the Owner against any and all claims for bodily injury, death or property damage arising directly or indirectly from Government's use of the Site. Such policy or policies shall name the Equitable Owner as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the state and such policy or policies shall provide at least twenty (20) days' notice to the Government and the Equitable Owner before cancellation or material modification. The Government's contractors shall deliver to the Equitable Owner certificates of such insurance evidencing the coverage in force as of the commencement date of this License, as well as any replacement certificates issued during the term of this Agreement.

8. Equitable Owner's Representation. Equitable Owner hereby represents and warrants that it is the equitable owner of the Property and has the right to grant the Government permission to enter upon the property and perform Due Diligence.

9. Termination. The license granted pursuant to this Agreement may be terminated by Equitable Owner or Government by providing written notice to the other party. Upon any such termination, the Government shall have continued access to the Site for a reasonable and sufficient period of time to permit Government to complete any necessary repairs as set forth in Paragraph 6

of this Agreement.

10. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For the Government: George L. Szwarcman
Director, Real Property Service
Department of Veterans Affairs
Real Property Service (003C1E)
810 Vermont Ave NW
Washington, DC 20420
George.Szwarcman@VA.gov

With a copy to: Edward Swift
Project Manager
Real Property Services (003C1E)
Department of Veterans Affairs
810 Vermont Avenue
Washington, DC 20420
202-632-5610 (office)
E-mail: edward.swift@va.gov

AND

For the Equitable Owner: Denny Esch
2006 North 101 Circle
Omaha, NE 68134
719-529-0602 (mobile)
E-mail: dennyesch@hotmail.com

11. Third Parties. The license granted to Government under this Agreement is a personal privilege of Government, and shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over against either party to this Agreement.

12. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with and governed by the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

13. Notwithstanding anything in this Agreement, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613); the

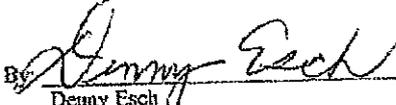
Hwy 50 & Schram Rd, Omaha, NE Access Agreement
Page 3 of 4

Anti-Deficiency Act (31 U.S.C. Sections 1341, and 1501); and the Federal Tort Claims Act; (28 U.S.C. Section 2671, *et seq.*).

14. Counterparts. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

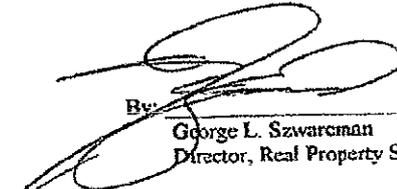
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

EQUITABLE OWNER:
HORSE CREEK FARMS

By: 
Denny Esch
Managing Partner

GOVERNMENT:
U.S. DEPARTMENT OF VETERANS

AFFAIRS

By: 
George L. Szwarcman
Director, Real Property Services



44265 Plymouth Oaks Blvd.
Plymouth, MI 48170-2585
T 734-455-8600
F 734-455-8608
www.ttlassoc.com

April 4, 2012

TTL Project No. 7547.03

Department of Veterans Affairs
c/o Ms. Julie Rayfield
Studley, Inc.
555 13th Street, NW, Suite 420E
Washington, DC 20004

**Biological Resources Survey and Documentation
Proposed Omaha National Cemetery
Northeast Corner of South 144th Street (Highway 50) and Schram Road
Sarpy County, Nebraska**

Dear Ms. Rayfield:

TTL Associates (TTL) is pleased to submit this letter report outlining the results of our biological resources survey and documentation at the referenced site. This biological resources survey and documentation was conducted at the request of the Department of Veterans Affairs (VA) to determine the potential presence of threatened and endangered species and/or critical habitat for such species on the site through Federal and State agency documentation and an inspection of the site.

Background

VA is seeking to acquire approximately 235 acres of mostly unimproved land in the vicinity of Omaha, Nebraska for the development of a National Cemetery. The proposed National Cemetery would be located at the northeast corner of South 144th Street (Highway 50) and Schram Road in Sarpy County, Nebraska. The location of the site is shown in Figures 1, 2, and 3. The site is currently occupied by cultivated land with six outbuildings located in the south-central portion of the site. Westmont Creek flows through the northwestern portion of the site. According to historic aerial photographs provided by Sarpy County, the site has been occupied by farmland with a farmstead and outbuildings located in the south-central portion of the site since at least 1955. A map detailing the site features is included as Figure 4.

As part of a National Environmental Policy Act (NEPA) Environmental Assessment (EA) that is being conducted for the VA for the proposed National Cemetery, the United States Fish and Wildlife Service (USFWS), Nebraska Department of Natural Resources (NDNR), and Nebraska Game and Parks Commission (NGPC) were contacted to identify the potential for presence of State or Federally-listed threatened or endangered species on or in the vicinity of the site and the potential impacts of VA's Proposed Action (the development of a National Cemetery at the site). The following summarizes the information provided by these agencies for the site:

- The USFWS indicated that it is unlikely that the construction and operation of the proposed National Cemetery at the site would have significant environmental impacts on trust resources under the jurisdiction of the USFWS (i.e., Federally-listed threatened and endangered species). In addition, the USFWS stated that there may be non-Federal, State-listed species at the site that could be impacted by the Proposed Action and that the NGPC should be contacted regarding State-listed species.
- The NGPC stated that the site is located within the range of the State-listed threatened Western Prairie Fringed Orchid (*Platanthera praeclara*), a plant species that occurs in native tall or mixed-grass prairies that are associated with wet meadows. The NGPC stated that although the plant can be a colonizer species and grow on disturbed areas, it is found in greatest abundance on high quality prairie and blooms in late June to July. The NGPC stated that the site is mostly composed of agricultural land uses and that land being used for agricultural purposes would not be suitable habitat for the orchid. The NGPC stated that if any areas of native prairie vegetation are identified at the site, those areas should be assessed to determine if they could provide suitable habitat for the orchid and the results of the assessment, if conducted, should be provided to the NGPC for review. The NGPC indicated that no other State-listed threatened and endangered species would be adversely impacted by the proposed National Cemetery at the site.
- The NGPC further stated that they have general concerns for impacts to wetlands, streams and riparian habitats. However, NGPC did not identify any specific wetlands or streams, or specific concerns at the site. NGPC generally stated that impacts to wetlands, streams, and associated riparian corridors should be avoided and minimized, and that any unavoidable impacts to these habitats be mitigated. In addition, NGPC noted that if any fill materials are to be placed into any wetlands or streams as a result of the proposed National Cemetery at the site, the United States Army Corps of Engineers (USACE) should be contacted to determine if a Section 404 of the Clean Water Act permit is needed.
- The NGPC stated that under the Migratory Bird Treaty Act construction activities in grassland, wetland, stream, and woodland habitats that would otherwise result in the taking of migratory birds, eggs, young, and/or active nests should be avoided. The primary nesting season for migratory birds is from April 1 to July 15. However, some species of migratory birds are known to nest outside of this period. The NGPC stated that construction activities should be scheduled to avoid impacting migratory bird nesting and the USFWS, Ecological Services Office in Grand Island, Nebraska should be contacted for information on how to avoid the unnecessary take of migratory birds.
- The NDNR did not identify any issues regarding the proposed National Cemetery at the site relating to threatened and endangered species and critical habitat for such species.

Field Activities

On February 27, 2012, a TTL environmental scientist/biologist performed a reconnaissance of the site to evaluate the potential for threatened and endangered species and critical habitat for such species. On the day of the field activities, the weather was mostly sunny with high temperatures in the mid-50s. There was no snow cover during the field activities. Photographs of the site taken during the biological resources survey and documentation field activities are included in Attachment A.

The majority of the site is currently occupied by cultivated land with six outbuildings located in the south-central portion of the site. At the time of the site reconnaissance, the vast majority of the vegetation at the site consisted of corn and soybean crop remnants from the previous year's growing season.

Westmont Creek crosses the northwestern corner of the site and includes approximately 1,350 linear feet on the site. On the site, Westmont Creek is extremely channelized, with up to 20-foot, moderately steep embankments (between 50 and 100 percent slope), typical of drainage ways in agricultural areas. Vegetation adjacent to Westmont Creek included a scattered, wooded riparian area with invasive herbaceous species along the channel and tree lines.

A series of intermittent drainage swales were observed across the site. These intermittent drainage swales are a result of the rolling topography of the site. Although scattered trees are present along one intermittent drainage swale in the northeastern portion of the site, the majority of the swale vegetation consisted of invasive herbaceous species. These areas are not currently cultivated to minimize erosion associated with surface water runoff.

Limited areas of scattered trees and uncultivated land were observed around the former farmstead buildings in the south-central portion of the site and along fence-rows in the northwestern and northeastern portions of the site. However, the majority of the vegetation in these areas consisted of invasive herbaceous species along tree lines and fence rows, and among the scattered trees.

The limited, non-agricultural vegetation observed at the site was predominantly invasive herbaceous species typically associated with disturbed areas. No indication of natural plant communities, such as native prairie vegetation areas suitable for the Western Prairie Fringed Orchid, was observed. Due to the seasonal timing of the assessment, the specific non-agricultural plant species could not be identified.

Conclusions

Based on the information received from the USFWS and NGPC, no Federally-listed threatened or endangered species, or the critical habitat for such species, were identified for the site.

The NGPC indicated that the only State-listed threatened or endangered species that could be present at the site is the Western Prairie Fringed Orchid. NGPC indicated that the majority of the site consists of agricultural land that is not suitable for the orchid. However, NGPC stated that areas of native prairie vegetation at the site, if any, could provide suitable habitat for the orchid. The site reconnaissance did not identify any areas of the site that contain native prairie vegetation; therefore, no suitable habitat for the orchid is present at the site.

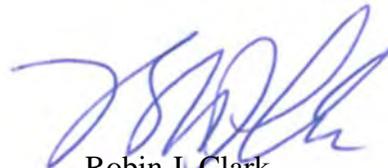
TTL appreciates the opportunity to provide VA with our engineering, consulting, and testing services. If you have any questions or require additional information, please contact us.

Respectfully submitted,

TTL Associates, Inc.



Paul J. Jackson
Environmental Scientist

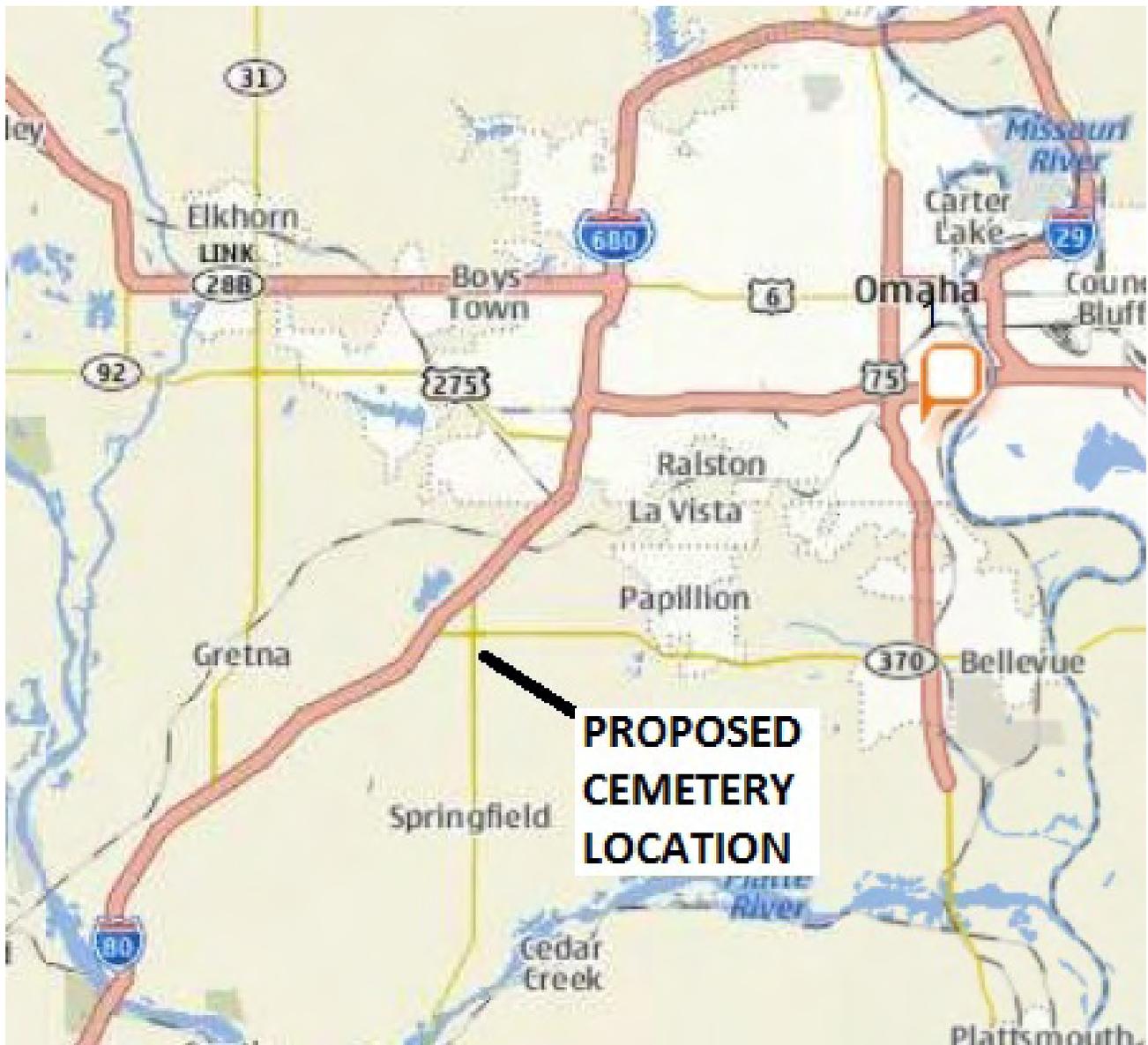


Robin J. Clark
Project Manager

Attachments

V:\Toledo\VA\Omaha, NE Cemetery\Biological Resources\Omaha Biological Resources Letter 04-04-12.doc

FIGURES



**FIGURE 1
SITE LOCATION STREET MAP**

BIOLOGICAL RESOURCES SURVEY AND DOCUMENTATION
 PROPOSED NATIONAL CEMETERY
 SOUTH 144TH STREET AND SCHRAM ROAD
 SARPY COUNTY, NEBRASKA

PREPARED FOR
U.S. DEPARTMENT OF VETERANS AFFAIRS
 WASHINGTON, D.C.

TTL PROJECT NO.
 7547.03



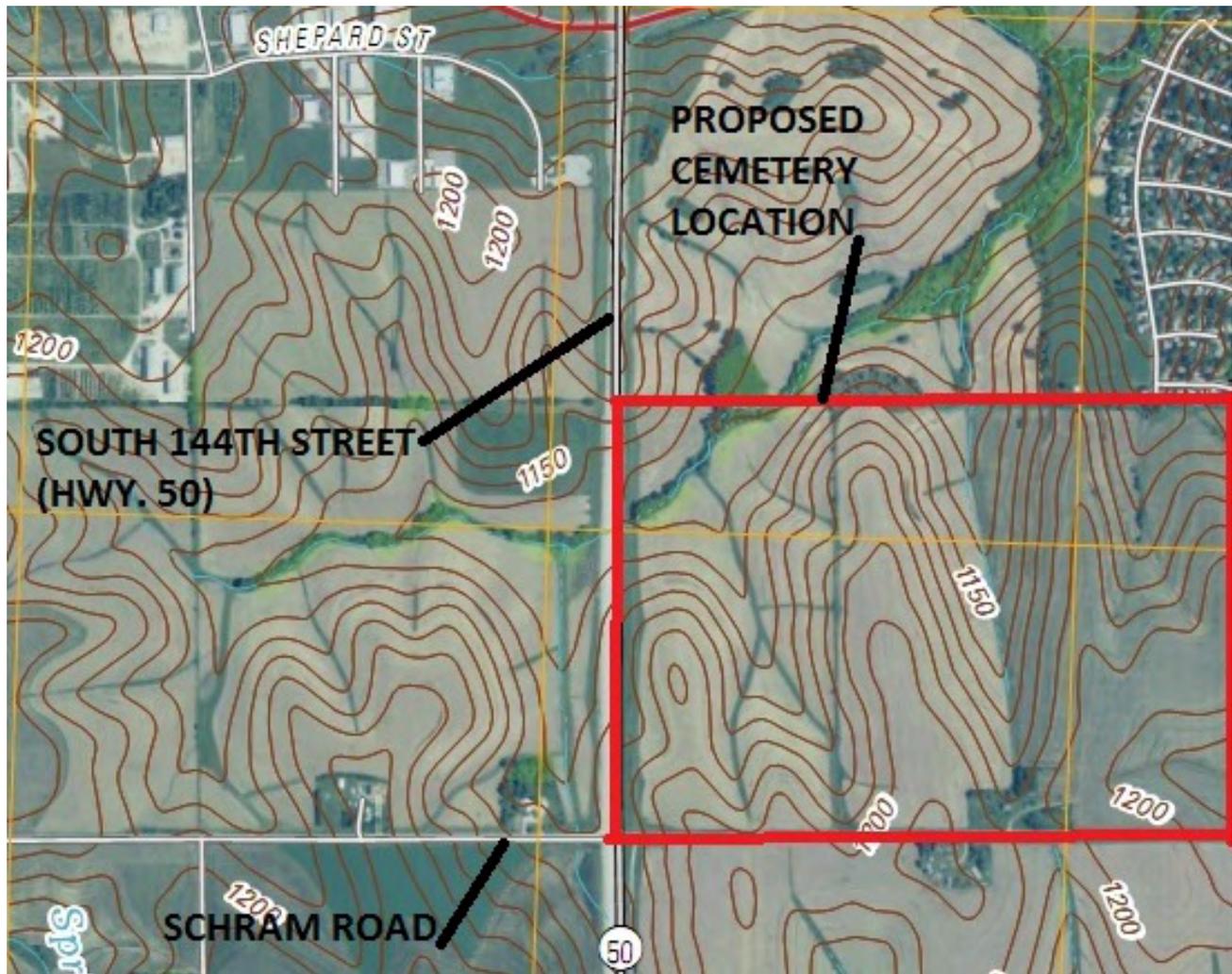


FIGURE 2
SITE VICINITY MAP
2011 TOPOGRAPHIC MAP
 BIOLOGICAL RESOURCES SURVEY AND
 DOCUMENTATION
 PROPOSED NATIONAL CEMETERY
 SOUTH 144TH STREET AND SCHRAM ROAD
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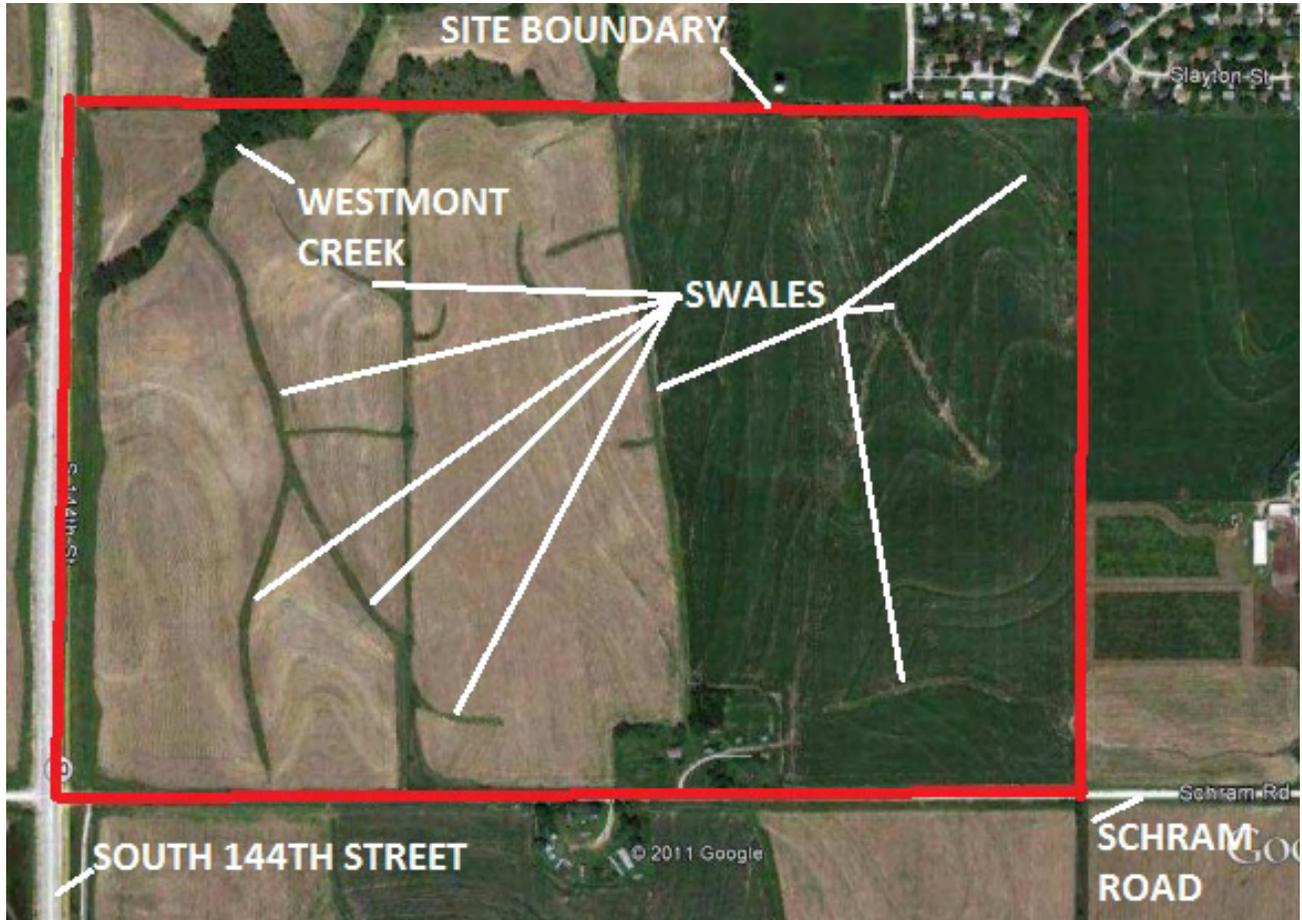
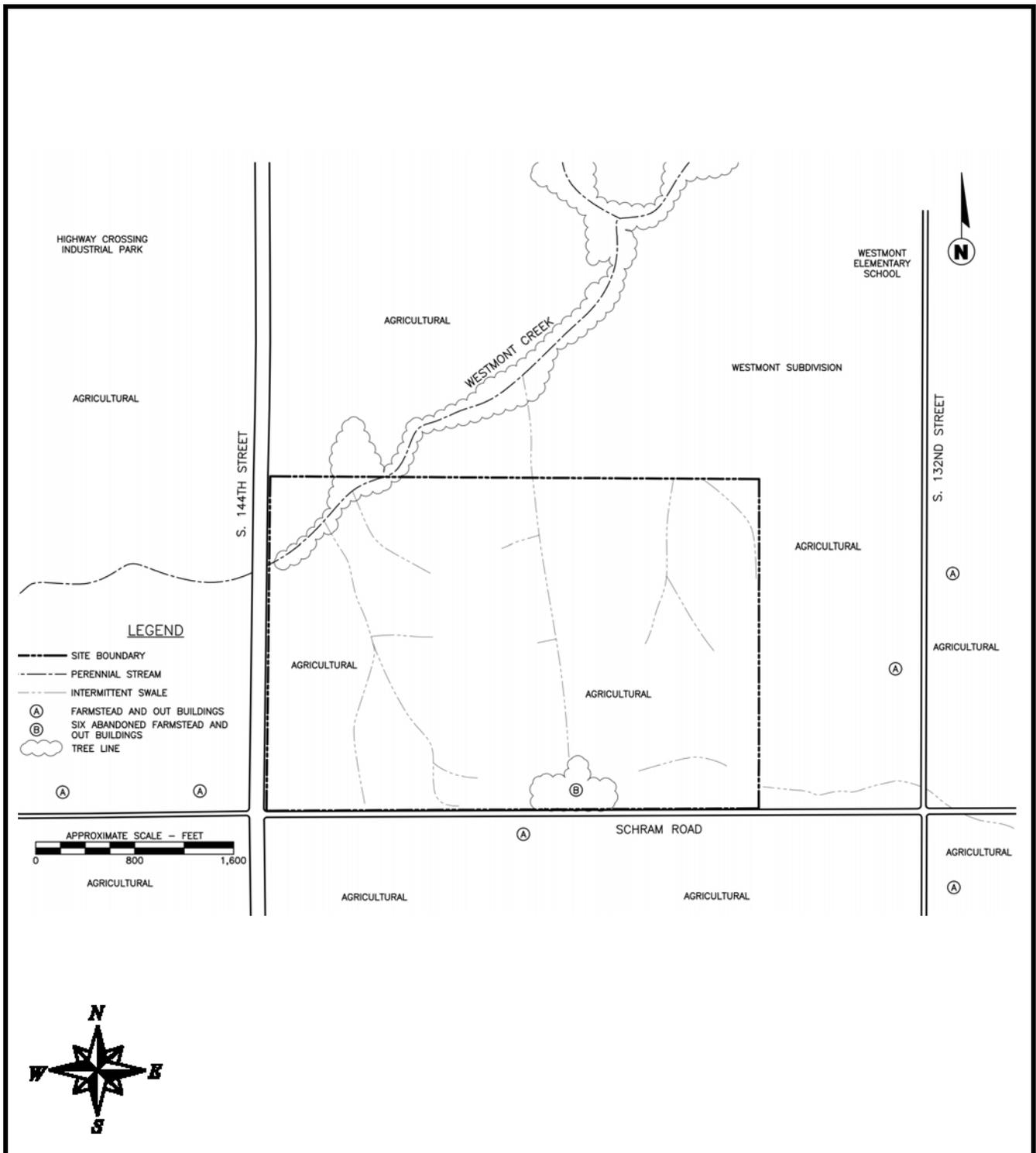


FIGURE 3
SITE VICINITY MAP
2010 AERIAL PHOTOGRAPH
 BIOLOGICAL RESOURCES SURVEY AND
 DOCUMENTATION
 PROPOSED NATIONAL CEMETERY
 SOUTH 144TH STREET AND SCHRAM ROAD
 SARPY COUNTY, NEBRASKA

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**FIGURE 4
SITE SKETCH**

BIOLOGICAL RESOURCES SURVEY AND
DOCUMENTATION
PROPOSED NATIONAL CEMETERY
SOUTH 144TH STREET AND SCHRAM ROAD
SARPY COUNTY, NEBRASKA

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WASHINGTON, D.C.

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ATTACHMENT A
SITE PHOTOGRAPHS



Photo #1: Looking northwest at the area adjacent to Westmont Creek on the northwestern portion of the site



Photo #2: Looking west at the area adjacent to Westmont Creek on the northwestern portion of the site



Photo #3: Looking southwest at the area adjacent to Westmont Creek on the northwestern portion of the site



Photo #4: Looking east at the area adjacent to Westmont Creek on the northwestern portion of the site



Photo #5: Looking east at Westmont Creek on the northwestern portion of the site



Photo #6: Looking northeast at Westmont Creek on the northwestern portion of the site



Photo #7:	Looking northeast at Westmont Creek on the northwestern portion of the site
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Photo #8:	Looking west at the scattered trees in the south-central portion of the site
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Photo #9:	Looking north along a fence row along the eastern boundary of the site
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Photo #10:	Looking north along a drainage swale on the northeastern portion of the site
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Photo #11:	Looking north along a drainage swale on the northeastern portion of the site
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Photo #12:	Looking east along a drainage swale on the southeastern portion of the site
------------	---



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F 734-455-8608
www.ttlassoc.com

April 4, 2012

TTL Project No. 7547.03

Department of Veterans Affairs
c/o Ms. Julie Rayfield
Studley, Inc.
555 13th Street, NW, Suite 420E
Washington, DC 20004

**Wetlands Determination
Proposed Omaha National Cemetery
Northeast Corner of South 144th Street (Highway 50) and Schram Road
Sarpy County, Nebraska**

Dear Ms. Rayfield:

TTL Associates (TTL) is pleased to submit this letter report outlining the results of our wetlands determination at the referenced site. This wetlands determination was conducted at the request of the Department of Veterans Affairs (VA) to evaluate the site for any potential or known wetland areas, Waters of the United States (WUS), vernal pools/swales, drainages, streams, and/or canals (i.e., collectively referred to herein as "wetlands") that meet the applicable criteria outlined in the US Army Corps of Engineers (USACE) *Wetlands Delineation Manual*.

BACKGROUND

VA is seeking to acquire approximately 235 acres of mostly unimproved land in the vicinity of Omaha, Nebraska for the development of a National Cemetery. The proposed National Cemetery would be located at the northeast corner of South 144th Street (Highway 50) and Schram Road in Sarpy County, Nebraska. The location of the site is shown in Figures 1, 2, and 3.

The site is currently occupied by farmland with six outbuildings located in the south-central portion of the site. Westmont Creek flows through the northwestern portion of the site. According to historic aerial photographs provided by Sarpy County, the site has been occupied by farmland with a farmstead and outbuildings located in the south-central portion of the site since at least 1955. A map detailing the site features is included as Figure 4.

As part of a National Environmental Policy Act (NEPA) Environmental Assessment (EA) for the proposed cemetery, various Federal, State, and local regulatory agencies were contacted regarding the current environmental condition of the site and the potential impacts of VA's Proposed Action (the development of a National Cemetery at the site).

In a letter dated February 6, 2012, the United State Environmental Protection Agency (USEPA) indicated that there are no wetlands at the site; however, the USEPA identified Westmont Creek in the northwestern portion of the site. The USEPA indicated that areas along Westmont Creek approximately 1,500 feet northeast (downstream) of the site are classified as freshwater forested/shrub wetlands.

In a letter dated February 28, 2012, the Nebraska Game and Parks Commission (NGPC) stated that they have general concerns regarding impacts to wetlands, streams and riparian habitats. However, the NGPC did not identify any specific wetlands or streams, or specific concerns at the site. The NGPC generally stated that, if possible, impacts to wetlands, streams, and associated riparian corridors be avoided and minimized, and that any unavoidable impacts to these habitats be mitigated. In addition, the NGPC stated that any fill materials placed into any wetlands or streams requires consultation with the USACE to determine if a Section 404 permit is needed.

In a letter dated February 2, 2012, the Nebraska Department of Natural Resources stated that no significant issues related to the site were identified for surface waters or floodplains.

No comments were provided by USACE regarding the site or the Proposed Action.

WETLANDS DETERMINATION

In February 2012, TTL performed a wetlands determination of the site in accordance with the USACE Wetlands Delineation Manual, dated 1987 (1987 Manual), and the USACE Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region, dated August 2010 (Regional Supplement). The wetlands determination included a review of available resources (maps and aerial photographs) and a field assessment.

Wetlands are those areas inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Any method for making a wetland determination must consider three technical criteria: hydrophytic vegetation, hydric soils, and wetland hydrology.

Secondary Resources Review

A review of soil survey information provided by the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Web Soil Survey indicated that bands of soils in the northwestern (Kennebec silt loam, occasionally flooded and Judson silty clay loam), north-central (Judson silty clay loam), northeastern (Judson silty clay loam), and southeastern (Judson silty clay loam) portions of the site are classified as “partially hydric”, or soils that may exhibit some characteristics of hydric soils under the necessary conditions (i.e., in conjunction with wetland hydrology); however, partially hydric soils, by themselves, are not

necessarily indicative of the presence of wetlands. A copy of the soil survey map is included as Figure 5.

A review of the United States Fish and Wildlife Service (USFWS) Online Wetland Mapper did not identify any National Wetland Inventory (NWI) wetlands at the site. A copy of the NWI map is included as Figure 6. According to available Federal Emergency Management Agency (FEMA) floodplain mapping, the site and surrounding areas are not located in the 100-year or 500-year floodplain (FEMA Flood Insurance Rate Map Nos. 31153C0044H and 31153C0063H both dated May 3, 2010). Copies of the FEMA maps for the site are included as Figure 7.

Field Activities

An experienced environmental professional conducted a wetlands field survey of the site on February 27, 2012 to assess for the presence of wetland hydrology, hydric soils, and hydrophytic vegetation. On the day of the field survey, the weather was mostly sunny with a high temperature of approximately 50 degrees with no snow cover on the ground. Photographs of the site taken during the wetland determination field activities are included in Attachment A.

Hydrology

Permanent or periodic inundation or soil saturation to the surface, at least seasonally, is the driving force behind wetland formation. Numerous factors influence the wetness of an area including precipitation, stratification, topography, soil permeability, and plant cover. The frequency and duration of inundation and soil saturation vary widely from permanent flooding or saturation to irregular flooding or saturation. Of the three technical criteria for wetlands identification, hydrology is often the most difficult to establish in the field due largely to annual, seasonal, and daily fluctuations.

Evidence of hydrology (Westmont Creek) was observed in the northwestern portion of the site. Westmont Creek crosses the northwestern corner of the site and includes approximately 1,350 linear feet on the site. On the site, Westmont Creek is extremely channelized, with up to 20-foot, moderately steep embankments (between 50 and 100 percent slope), typical of drainage ways in agricultural areas. The channel portion of Westmont Creek ranged from approximately three to five feet in width with up to six inches of flowing water at the time of the survey. Based on an average width of four feet, Westmont Creek encompasses approximately 0.12 acre on the site.

No other evidence of wetland hydrology was observed at the site. As such, the hydrology observed at the site does not meet the requirements to be classified as a wetland hydrology, as defined by the 1987 Manual and Regional Supplement.

A series of intermittent drainage swales were observed across the site. These intermittent drainage swales are a result of the rolling topography of the site. None of the intermittent drainage swales appeared to be semi-permanent, as defined by the USACE. The locations of the intermittent drainage swales are depicted on Figure 4.

Vegetation

The majority of the site is cultivated land. At the time of the survey, the majority of the vegetation at the site consisted of corn and soybean crop remnants from the previous year's growing season. The limited vegetation observed around the perimeter of the site, and along tree lines and drainage swales at the site was predominantly species typically associated with upland habitats (not hydrophytic). Vegetation along Westmont Creek was limited due to the steep embankments; however, was similar to vegetation observed in more upland areas. Due to the seasonal timing of the assessment, the specific non-agricultural species could not be identified. Due to the upland nature of the ground cover around the perimeter, along tree lines, drainage swales, and Westmont Creek at the site, the vegetation does not meet the necessary requirements to be classified as a hydrophytic vegetation community. As such, the vegetation community at the site does not meet the requirements for the site to be classified as a wetland, as defined by the 1987 Manual and Regional Supplement.

Soils

A series of soil core samples were conducted at the site. The USDA NRCS soil map types could not be confirmed from the core samples due to the disturbed nature of soils at the site. However, no indication of hydric soils (i.e., low chroma and/or value) was observed. As such, the soils observed at the site do not meet the requirements for the soils to be classified as a hydric, as defined by the 1987 Manual and Regional Supplement.

FINDINGS AND CONCLUSIONS

Based on the findings of the secondary resource information and field activities, no areas at the site meet the three criteria of a wetland (hydrophytic vegetation, wetland hydrology, and hydric soils), as defined by the 1987 Manual and the Regional Supplement. However, Westmont Creek is likely to be considered a Water of the US. Any direct or indirect impacts to Westmont Creek would likely require a Section 404 permit from the USACE. A Section 401 Water Quality Certification permit from the Nebraska Department of Environmental Quality (NDEQ), Planning Unit would also likely be required.

If VA chooses the site as the future location of the proposed National Cemetery, TTL recommends that site design plans be implemented to avoid causing direct or indirect impacts to the Westmont Creek. In situations where impacts cannot be avoided (i.e., creek crossings), TTL recommends that site design plans be implemented that minimize impacts to the identified Water of the US and that VA complete the necessary permits for regulatory approval.

In addition, if the site is selected for the proposed National Cemetery, TTL recommends submitting this Wetland Determination Letter to the USACE for a jurisdictional determination. A jurisdictional determination from the USACE will provide confirmation of the Water of the US and will assist in the development of site design plans.



TTL appreciates the opportunity to provide VA with our engineering, consulting, and testing services. If you have any questions or require additional information, please contact us.

Respectfully submitted,
TTL Associates, Inc.



Paul J. Jackson
Environmental Scientist

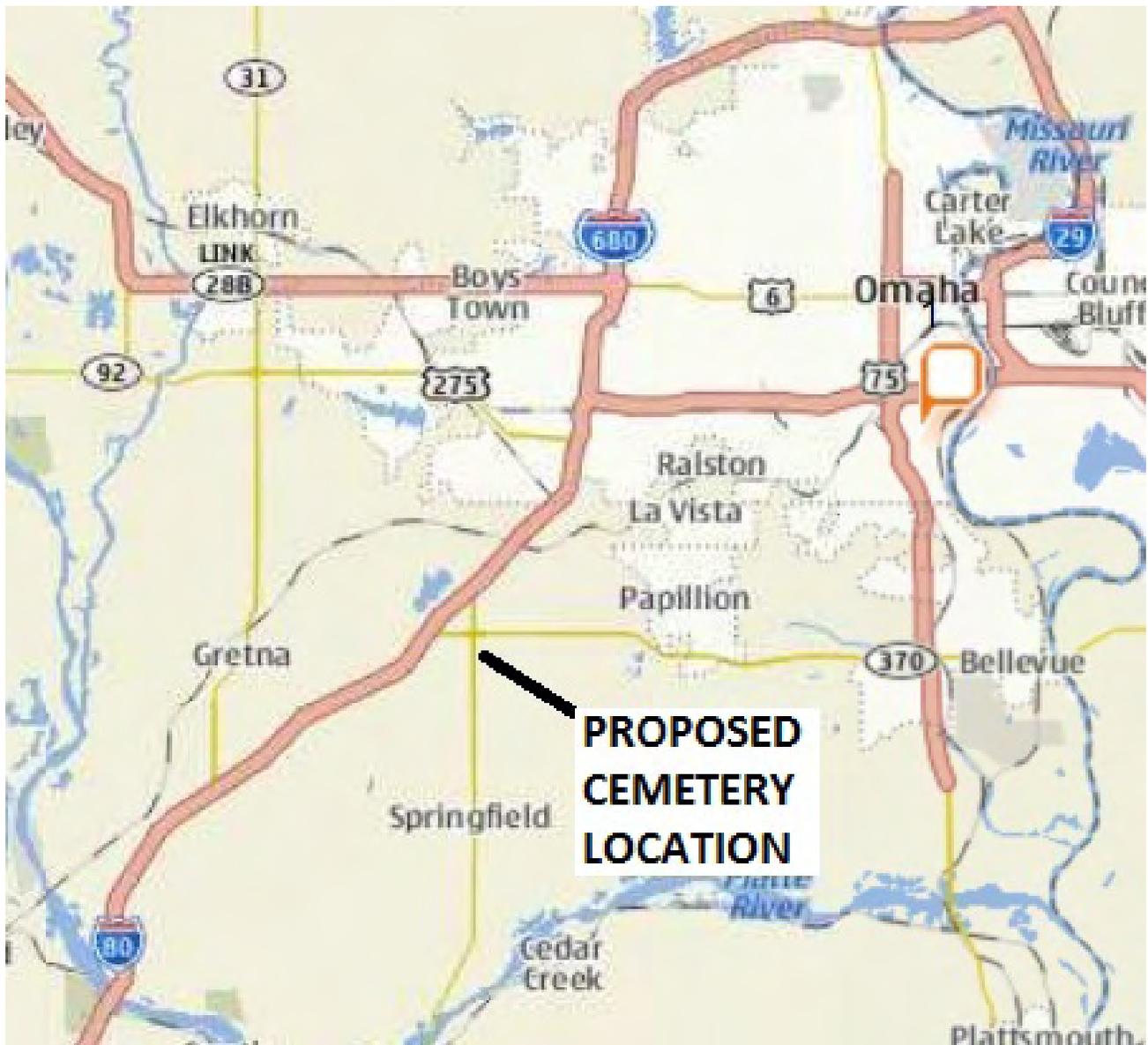


Robin J. Clark
Project Manager

Attachments

V:\Toledo\VA\Omaha, NE Cemetery\Wetland Determination\Omaha Wetlands Determination Letter 04-04-12.doc

FIGURES



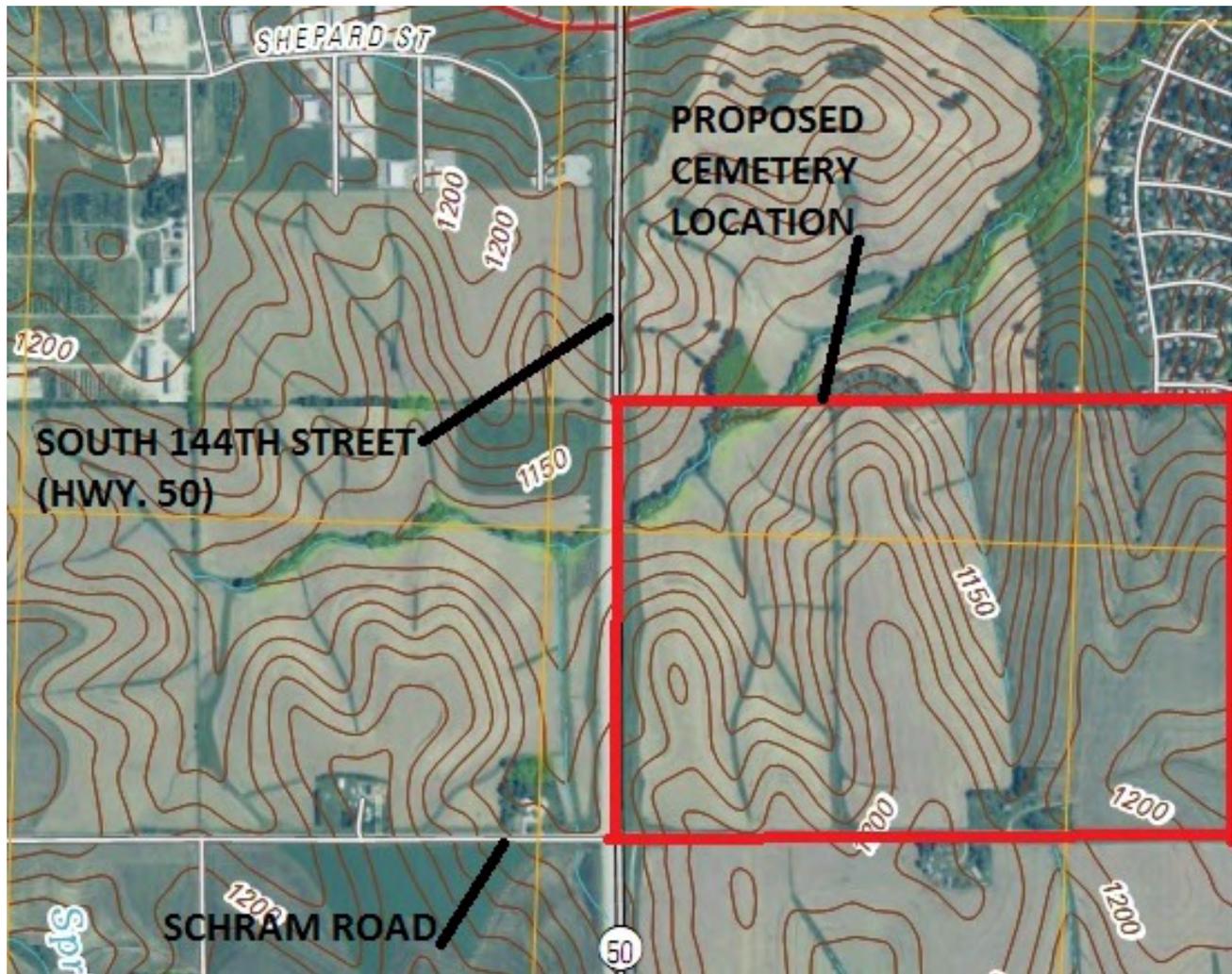
**FIGURE 1
SITE LOCATION STREET MAP**

WETLAND DETERMINATION
PROPOSED NATIONAL CEMETERY
SOUTH 144TH STREET AND SCHRAM ROAD
SARPY COUNTY, NEBRASKA

PREPARED FOR
**U.S. DEPARTMENT OF VETERANS
AFFAIRS**
WASHINGTON, D.C.

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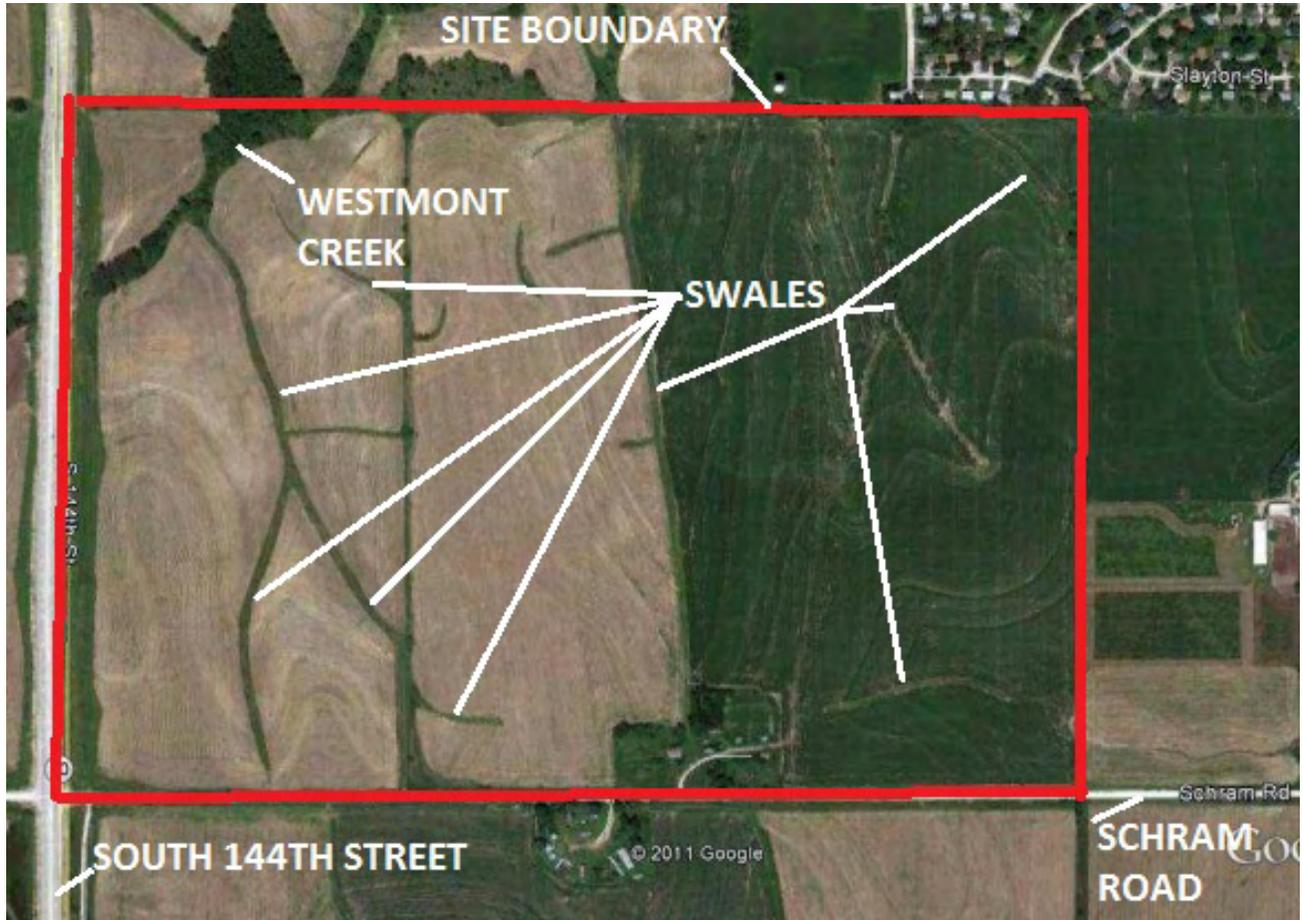
**FIGURE 2
SITE VICINITY MAP
2011 TOPOGRAPHIC MAP**

WETLAND DETERMINATION
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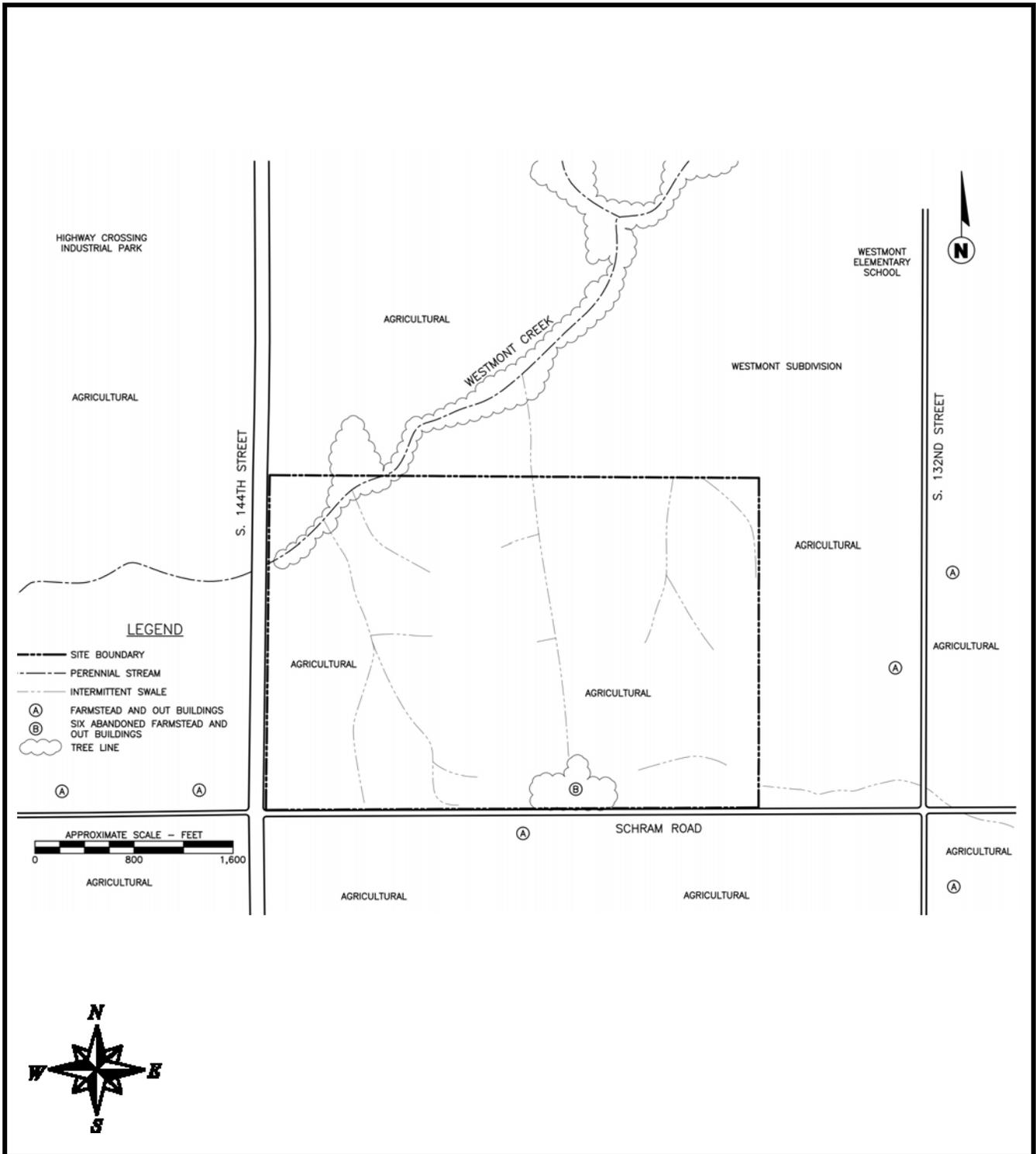
**FIGURE 3
SITE VICINITY MAP
2010 AERIAL PHOTOGRAPH**

WETLAND DETERMINATION
PROPOSED NATIONAL CEMETERY
SOUTH 144TH STREET AND SCHRAM ROAD
SARPY COUNTY, NEBRASKA

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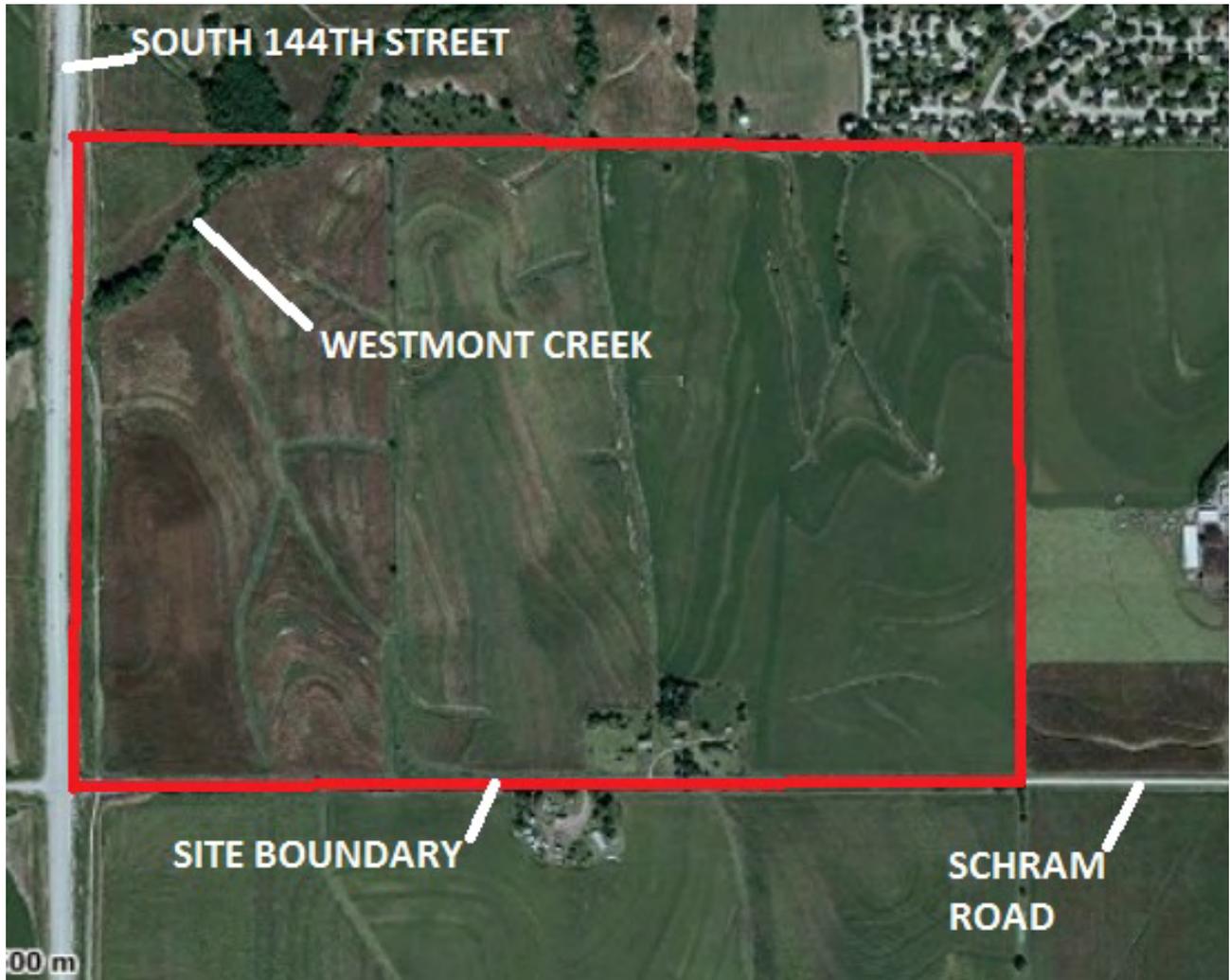
**FIGURE 4
SITE SKETCH**

WETLAND DETERMINATION
PROPOSED NATIONAL CEMETERY
SOUTH 144TH STREET AND SCHRAM ROAD
SARPY COUNTY, NEBRASKA

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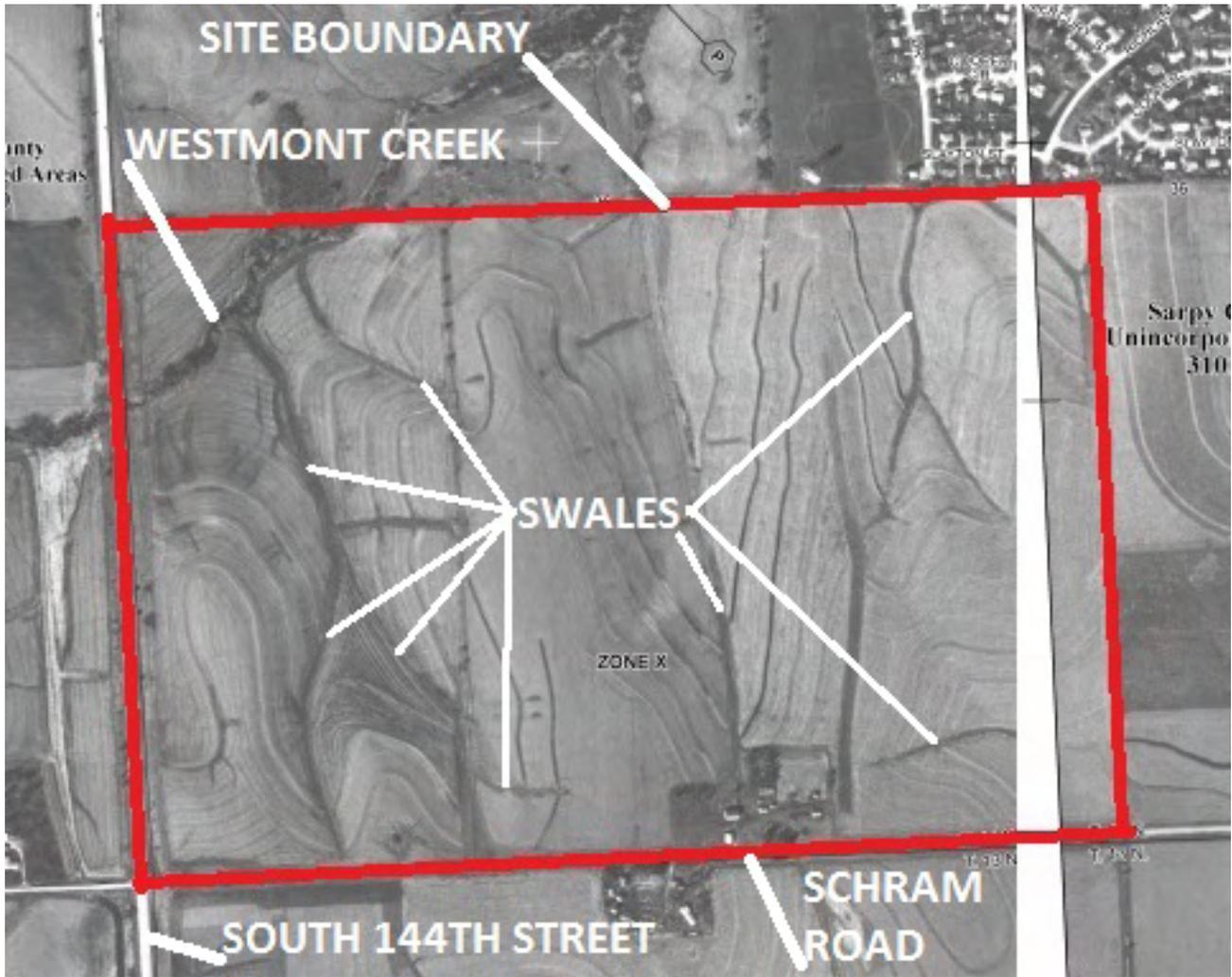
**FIGURE 6
NATIONAL WETLAND INVENTORY MAP**

WETLAND DETERMINATION
PROPOSED NATIONAL CEMETERY
SOUTH 144TH STREET AND SCHRAM ROAD
SARPY COUNTY, NEBRASKA

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**FIGURE 7
FEMA FLOODPLAIN MAP**

WETLAND DETERMINATION
PROPOSED NATIONAL CEMETERY
SOUTH 144TH STREET AND SCHRAM ROAD
SARPY COUNTY, NEBRASKA

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WASHINGTON, D.C.

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7547.03



ATTACHMENT A
SITE PHOTOGRAPHS



Photo #1:	Looking northeast at Westmont Creek on the site
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Photo #2:	Looking east at Westmont Creek on the site
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Photo #3:	View of Westmont Creek channel
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Photo #4:	Looking northeast at Westmont Creek on the site from the western site boundary
-----------	--



Photo #5:	Looking east at a drainage swale on the southeastern portion of the site
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Photo #6:	Looking north at a drainage swale on the central portion of the site
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Photo #7:	Looking north at a drainage swale on the northeastern portion of the site
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Photo #8:	Looking north at a drainage swale on the western portion of the site
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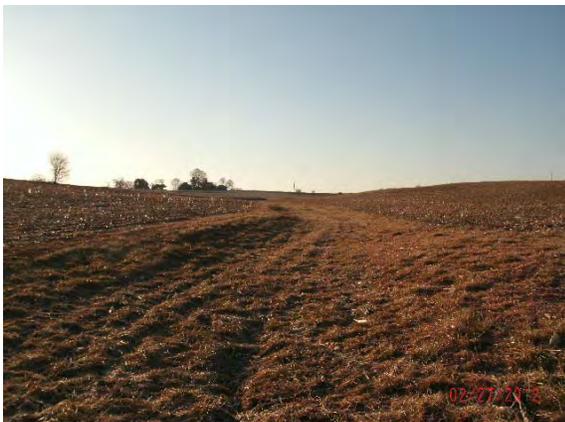


Photo #9:	Looking south at a drainage swale on the western portion of the site
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Photo #10:	Looking south at a drainage swale on the western portion of the site
------------	--



Photo #11:	Looking southeast at a drainage swale on the western portion of the site
------------	--



Photo #12:	Looking north at a drainage swale on the northeastern portion of the site
------------	---

DRAFT REPORT

MAY 7, 2011

**CULTURAL RESOURCES FILE SEARCH AND
ARCHEOLOGICAL SURVEY OF 235 ACRES FOR
THE PROPOSED OMAHA NATIONAL CEMETERY
IN SARPY COUNTY, NEBRASKA**

PREPARED FOR:

**STUDLEY, INC.
555 13TH ST. NW
WASHINGTON, DC 20004**

**R. CHRISTOPHER GOODWIN & ASSOCIATES, INC.
850 EAST 13TH ST., SUITE C ■ LAWRENCE, KANSAS 66044**

**Cultural Resources File Search and Archeological
Survey of 235 acres for the Proposed Omaha National
Cemetery in Sarpy County, Nebraska**

Draft Report

Shannon Ryan

Shannon R. Ryan, M. A.
Principal Investigator

by

Shannon R. Ryan, Katherine Grandine, and Alan R. Potter

**R. Christopher Goodwin & Associates, Inc.
850 E. 13th St., Suite C
Lawrence, Kansas 66044**

May 2012

For

**Studley, Inc.
555 13th St. NW
Washington, DC 20004**

ABSTRACT

In March 2012, personnel from the Lawrence, Kansas office of R. Christopher Goodwin & Associates completed a literature review and archaeological survey of 235 acres in Sarpy County, Nebraska. This survey was conducted in response to a letter from the Nebraska State Historic Preservation Office for the Department of Veterans Affairs Proposed Omaha National Cemetery. A cultural resources file search revealed no cultural resources had been previously recorded within the Project area. One historical archeological site / built resources property was identified and recorded as a result of this investigation. This site is recommended not eligible for listing on the National Register of Historic Places. No further cultural resources investigations are recommended.

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Chapter 1

INTRODUCTION

The U.S. Department of Veterans Affairs (VA) is seeking to acquire land in the vicinity of Omaha, Nebraska for a new national cemetery. In support of an environmental assessment of two contiguous parcels under consideration for purchase by the VA, Nebraska State Historic Preservation Office (SHPO) recommended archeological survey of a 235 acre area near Omaha, Nebraska (the Project area) (Figure 1.1). The VA engaged Studley, Inc. (Studley) who subcontracted with R. Christopher Goodwin & Associates (RCG&A) to provide cultural resources support services for this Project. The Project area is in the SW ¼ and the W ½ of the SE ¼ of Section 36; Township 14N; Range 11E in Sarpy County, Nebraska (Figure 1.2). This report summarizes the literature review, survey methodology, and results of fieldwork completed by the Lawrence, Kansas office of RCG&A in March 2012.

Because this Project is a Federal “undertaking” pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, all work was performed in accordance with 36 CFR Part 800, entitled “Protection of Historic Properties.” In addition, the work was performed in accordance with the Secretary of the Interior’s Standards and Guidelines; with 36 CFR Part 61, which specifies appropriate personnel qualifications in the disciplines of archeology, history, and architectural history; and, with the Nebraska SHPO guidelines for survey, inventory, and reporting of archeological properties and historic (built) resources.

National Register Eligibility

Beyond the goal of identifying cultural resources within the Project area, the objective of the fieldwork was to collect evidence in support of formal recommendations of eligibility for listing in the National Register of Historic Places (NRHP) for all archeological and architectural sites recorded during the inventory. These assessments of significance are made in accordance with the NRHP criteria for evaluation (36 CFR 60.4 [a-d]).

Section 101 of the NHPA established the NRHP, and assigned responsibility to the Secretary of the Interior for developing guidelines for identifying, evaluating, and protecting historic and archeological resources eligible for, or listed in the NRHP. The National Register Criteria for Evaluation define the scope of the NRHP; they identify the range of resources and kinds of significance that will qualify properties for listing in the NRHP (United States Department of the Interior, National Park Service [USDI, NPS] 2002). The Criteria are written broadly to recognize the wide variety of historic properties associated with prehistory and history. As specified by the National Register Criteria for Evaluation (36 CFR § 60):

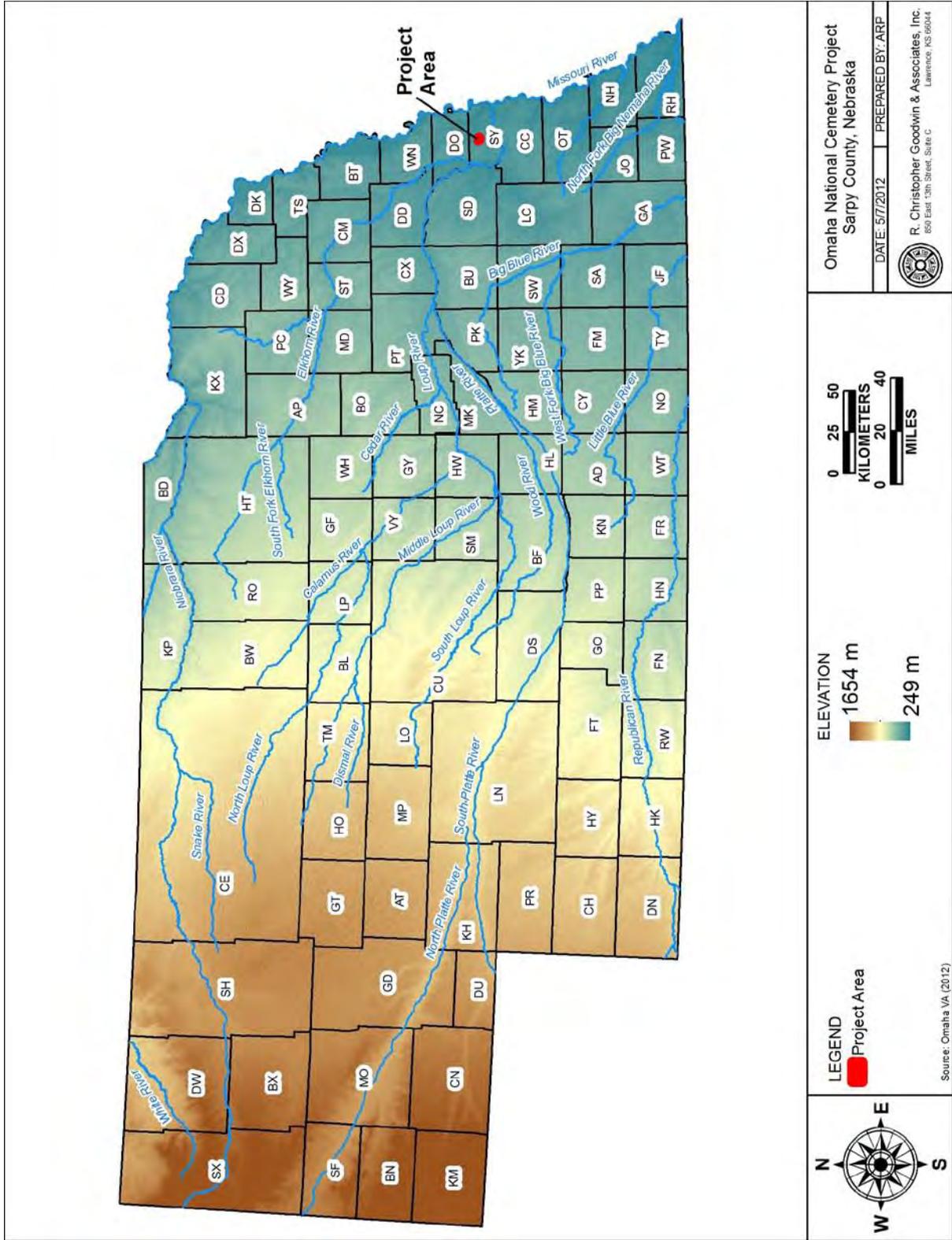


Figure 1.1. Location of the Project area in east central Nebraska.

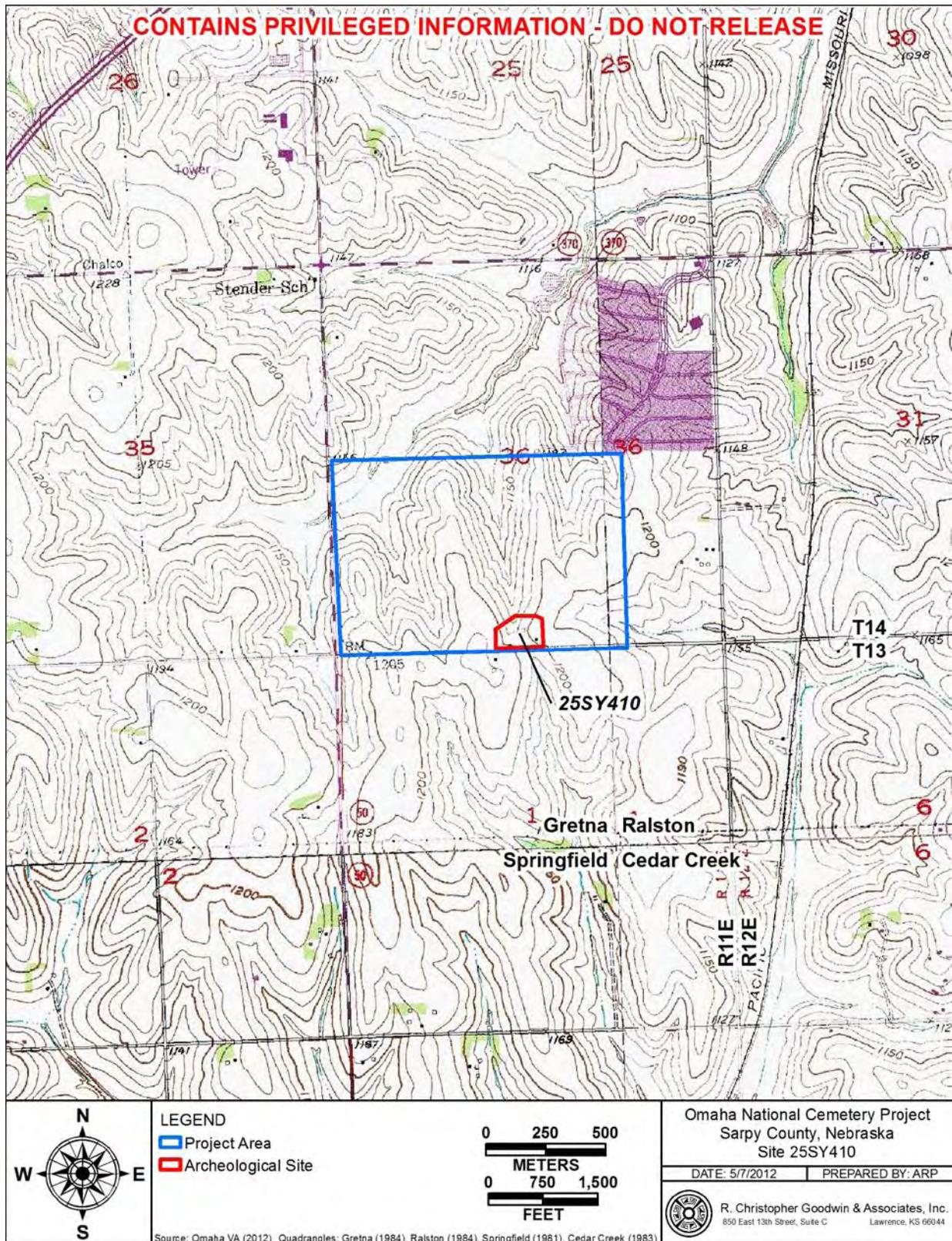


Figure 1.2. The Project area depicted on USGS quadrangle Gretna (1984).

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and;

- a) that are associated with events that have made a significant contribution to the broad patterns of our history; or*
- b) that are associated with the lives of persons significant in our past; or that embody the distinctive characteristics of a type, period, or method of construction, or*
- c) that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or*
- d) that have yielded, or may be likely to yield, information important in prehistory or history.*

For a property to qualify for listing in the NRHP, it must meet one of the National Register Criteria for Evaluation by: (1) being associated with an important historic context *and* (2) retaining historic integrity of those features necessary to convey its significance (USDI, NPS 2002).

Project Personnel

Ms. Shannon R. Ryan, M.A. acted as Principal Investigator for this Project. Ms. Samatha Kurtz, served as the Project liaison with Studley. Ms. Ryan directed the archeological fieldwork and deed research on March 21-23, 2012. Ms. Libby Smith and Mr. Adam Hefling assisted in the field investigations. The cultural resources file search was conducted by Ms. Trisha Nelson and Ms. Jill Dolberg, both of the Nebraska State Historical Society. Archival research was completed at the Sarpy County Courthouse. The report text was written by Ms. Katherine Grandine, M.A. and Ms. Ryan. Mr. Alan Potter, M.A., produced the graphics for the report. Ms. Diane Thomas formatted the report in the Lawrence, Kansas office of RCG&A.

Organization of the Report

This report includes overviews of the environmental setting (Chapter 2) and presents the results of the cultural resources file search and an overview of the archeological and historic contexts (Chapter 3) for the Project area. Chapter 4 details the Project's field methods. The results of the survey are presented in Chapter 5, and finally, a summary of management recommendations is presented in Chapter 6. Appendix A contains the vitae of key Project personnel. Appendix B contains the site form and standing structures forms for the identified cultural resource. Appendix C contains the Statement of Work and Technical Proposal.

Chapter 2

ENVIRONMENTAL SETTING

Physiography and Geology

The proposed Omaha National Cemetery Project area is located in northern Sarpy County, Nebraska. This area is in the Nebraska / Kansas Loess Hills of the Western Corn Belt Plains ecoregion (Chapman et al. 2001) in a formerly glaciated portion of Nebraska (Pepperl 2002). Fenneman included this area in the Glaciated Central Lowlands region of the Great Plains physiographic province (1931). Evidence of its glaciation, Pleistocene-age glacial till is present in the region (Bozell 2009). Pennsylvanian age bedrock is overlain by loess in the Project area. However, where exposed this bedrock would have provided lithic materials to prehistoric occupants of the region (Bozell 2009; Pepperl 2002).

Quaternary Geology and Soils

During the late Pleistocene, southeastern Nebraska was covered by wind-blown sediment (loess). The Loveland Loess, Gilman Canyon Formation, Peoria Loess, and Bignell Loess have all been identified in the Project area and combined they range from 3 m thick to 35 m thick (Mandel 2002). One lithostratigraphic unit, the DeForest Formation, has been identified in the vicinity of the project (Bozell 2009; Mandel 2002). The DeForest Formation is a Holocene aged lithostratigraphic unit, which comprises several members, including the Camp Creek, Roberts Creek, Honey Creek, Gunder, and Corrington all of which have been identified in the vicinity of the Project (Bozell 1009; Mandel 2002).

The Camp Creek Member is stratified to massive very dark gray to brown silt loam to clay loam deposited after approximately 500 years before present (B.P.). These deposits have also been called “postsettlement alluvium.” The thickness of this member varies from a few centimeters to more than 3 meters in the vicinity of the project (Mandel 2002).

The Camp Creek Member overlies the Roberts Creek Member, which is often observed on flood plains and low terraces as a flood drape. Soils developed in the Roberts Creek Member are “rarely tracable from one valley to another” (Mandel 2002:A-7). The Roberts Creek Member dates from about 4,000 – 500 years B.P. The Honey Creek Member is often overlain by the Camp Creek Member in eastern Nebraska (Bozell 2009:5). The Honey Creek Member is grayish brown to brown silt loam and has been identified as channel fill in large and intermediate streams (Mandel 2002:A-8). It dates to around 3,700 – 1,000 yr B.P. (Mandel 2002:A-8). The stratigraphic relationship between the Roberts Creek and Honey Creek members is not clear (Bozell 2009).

The Gunder Member is oxidized silty and loamy alluvium layer, which occurs in valleys of all sizes (Mandel 2002:A-7). A buried soil separates the Gunder Member from the younger members of the DeForest Formation which overlie it (Mandel 2002:A-7). The age of the Gunder Member appears to be from approximately 10,500 – 2,000 yr B.P. (Mandel 2002:A-7). One final member of the DeForest Formation, the Corrington Member, has been observed in the vicinity of the Project. The Corrington Member is found only under alluvial fans and colluvial aprons along valley margins and dates to ca. 10,000 – 3,000 yr B.P. (Mandel 2002:A-8). The member is variable and often includes multiple buried soils (Bozell 2009:6).

Modern surface soils within the Project area are developed in loess and alluvium (Soil Survey Staff 2012). When prehistoric sites are found, surface soil attributes can help archeologists quickly estimate the geomorphic setting and potential for deeply buried cultural deposits. Table 2.1 summarizes the relevant attributes of each soil series mapped in the inventoried area.

Table 2.1. List of soil series identified within the Project area and their attributes.

Soil series	Texture	Taxonomy	Parent Material	Geomorphology
Contrary	Silty clay loam	Dystric Eutrudepts	Loess	Loess hills
Ida	Silt loam	Typic Udorthents	Loess	Loess hills
Judson	Silty clay loam	Cumulic Hapludolls	Colluvium derived from Loess	Hillslopes
Kennebec	Silt loam	Cumulic Hapludolls	Alluvium	Floodplains
Marshall	Silty clay loam	Typic Hapludolls	Loess	Loess hills
Monona	Silty clay loam	Typic Hapludolls	Loess	Loess hills

¹ Soil Survey Staff 2012

Hydrology

Westmont Creek runs through the northwest corner of the Project area (Sarpy Internet Map Service [SIMS] 2012). This creek flows northeast into South Papillion Creek shortly before it flows into West Papillion Creek. West Papillion Creek continues east into Papillion Creek, a tributary of the Missouri River. The Papillion Creek Watershed extends over 402 square miles in Washington, Douglas, and Sarpy counties, Nebraska (Papillion Creek Watershed Partnership 2009).

Climate

Understanding the relationship between climate change, landscape evolution, and human behavior is an important goal for archeologists (Bell and Walker 2005; Butzer 1982; Dincauze 2000). On the Great Plains, changes in temperature and patterns of precipitation strongly influence the distribution of plants and animals, and climate is the driving force of long term change in the regional paleontological and archeological record. The climate in southeastern Nebraska is continental with temperatures varying widely from season to season. Winters are cool, and summers are hot. In Omaha the mean annual temperature from 1981 to 2010 was 10.6°C (51°F). July temperatures averaged 25°C (77°F) and January temperatures averaged -6°C (22°F) (National Climatic Data Center 2012). Omaha receives the majority of its precipitation from April to September. May is the wettest month on average with 11.3 cm (4.44 in) of rainfall, and January is the driest with 2.0 cm (0.77 in.) of precipitation (National Climatic Data Center 2012).

Flora and Fauna

The Project area is nearly level and the potential natural vegetation of the area was tallgrass prairie (Chapman et al. 2001). This area also supported oak-hickory forests along stream valleys (Chapman et al. 2001). The natural tallgrass community included big bluestem (*Andropogon gerardi*), little bluestem (*Andropogon gerardi*), indian grass (*Sorghastrum nutans*), and switch grass (*Panicum*

virgatum) as well as a variety of other grasses and wildflowers (Schneider 2011). Today the region is largely cropland.

Indigenous mammals utilized by Native Americans included: bison (*Bison bison*), pronghorn antelope (*Antilocarpa americana*), mule deer (*Odocoileus hemionus*), whitetail deer (*Odocoileus virginianus*), elk (*Cervus elaphus*), mountain lion (*Felis concolor*), and gray wolf (*Canis lupus*). Important small mammals species included: raccoon (*Procyon lotor*), blackfooted ferret (*Mustela nigripes*) and other weasels (*Mustela* sp.), striped skunk (*Mephitis mephitis*), badger (*Taxidea taxus*), bobcat (*Lynx rufus*), black-tailed prairie dog (*Cynomys ludovicianus*), coyote (*Canus latrans*), and foxes (*Vulpes* sp.). Rodent species also would have provided food for the native inhabitants of the Project area (Wedel and Frison 2001). Important non-migratory bird species would have included prairie chickens (*Tympanuchus* sp.), sage grouse (*Centrocercus urophasianus*), quail (*Colinus virginianus*), and turkey (*Meleagris gallopavo*) (Wedel and Frison 2001; Potts and Collins 1991; Schneider 2011). In addition to these terrestrial resources, streams and bottomlands would have provided a number of mussel, fish, reptile, and amphibian species, and several species of non-resident migratory water fowl.

Chapter 3

CULTURAL SETTING

Prehistoric Context

Archaeological evidence from a number of sites in the Central Plains, including Big Eddy in Missouri (Lopinot, Ray and Connor 1998, 2000), the Lovewell Mammoth site in Kansas (Holen 2007) and the La Sena Mammoth site in Nebraska (Bozell 1994; Holen 2006) suggest people may have occupied areas of the Central Plains since pre-Clovis times. Pre-Clovis is defined as prior to 11,500 years before present (B.P.). Artifacts recovered during controlled investigations demonstrate occupation of the study area for more than ten thousand years. Archaeologists have divided the past into periods of time expressed in years B.P. for ease of discussion. Cultural periods relevant to the study area include: Paleoarchaic (Paleoindian and Archaic), Woodland, Central Plains Tradition, Late Prehistoric Oneota, and Historic (Native American groups and Euroamerican settlement).

Paleoarchaic (ca. 11,500-2,000 B.P.)

Data from previously identified sites and isolated finds in the Project vicinity suggests occupation by Paleoarchaic foragers, mobile hunters and gatherers, from the time of first settlement during the Late Pleistocene until the advent of pottery and horticulture approximately 10,000 years later. Although foraging remained the dominant economy during this period, prey species, plant foods, technology, and culture varied through time. During the Late Pleistocene, large megafauna such as mammoth, mastodon, and bison were exploited along with a variety of small game and various plants. During the Holocene, Paleoarchaic peoples continued to hunt slightly smaller bison after the megafauna became extinct. Holocene foragers also hunted deer and other medium and small-sized game animals. Exploitation of plant materials apparently became more varied during the latter part of the period.

Atlatls and darts remained part of the hunting toolkit throughout the duration of the Paleoarchaic Period. The earliest stone tool technology recognized in the study area included distinctive fluted lanceolate projectile points of the Clovis and Folsom types. Later, large side-notched points were followed by stemmed and corner-notched projectile point types. During the Archaic, people began to practice burial ceremonialism and experiment with horticulture (Carlson 1994). Sites that date to this Period are often deeply buried and are rare (Bozell 1994, 2009).

Woodland (ca. 2,000-1,000 B.P.)

The Woodland Period, also called the Early Ceramic, was characterized by the adoption of ceramic technology, increasing evidence of horticulture, and the adoption of bow and arrow projectile technology (Ludwickson and Bozell 1994). During the Woodland Period, as populations increased and became more sedentary, they became increasingly dependent on horticulture. Archeological site types include house clusters, small camps, and resource processing areas. Projectile point types associated with the Woodland Period vary widely in shape and size. Several Late Woodland cultures, including the Loseke Creek Phase and the Great Oasis Complex were present in the vicinity of the Project area (Ludwickson and Bozell 1994).