RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE GRANT APPLICATION FOR ASBESTOS CLEANUP WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ)

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County owns a building at 14414 South 156th Street, Springfield, Nebraska located on the Landfill property; and,

WHEREAS, the building was inspected and asbestos was found in the building materials; and,

WHEREAS, a grant is available to Sarpy County through the Nebraska Department of Environmental Quality (NDEQ) for asbestos cleanup; and,

WHEREAS, Sarpy County is committed to and supports grant funding for abatement of asbestos in this building; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that Chairman of the Board of Commissioners is hereby authorized to sign the application and other documents related to the Asbestos Cleanup grant.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 7th day of June, 2016.

ATTEST:

Sarpy County Board Chairman
MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Nebraska Department of Environmental Quality (NDEQ) Asbestos Cleanup Grant

On June 7, 2016, the County Board will be asked to authorize the Chairman to sign the NDEQ grant application for Asbestos Cleanup. Currently, there is a building located on the Landfill property. This building was at one time the primary residence for the owners of the property. The home has in recent years been used as the Sarpy County Noxious Weeds Office. The building will be demolished in the next few months. An inspection was recently conducted and the structure was found to have asbestos present within the building materials. The asbestos will need to be abated prior to demolition. After the asbestos is abated, the County may allow the building to be used in a controlled burn exercise for local Fire Departments.

Please contact Beth Garber or myself with any questions or concerns.

June 3, 2016

Lisa A. Haire

cc: Mark Wayne
Brian Hanson
Scott Bovick
Beth Garber
Deb Houghtaling
### SECTION 128(A) ASBESTOS CLEANUP APPLICATION FORM

**OWNERSHIP OF PROPERTY BY LOCAL GOVERNMENT OR NON-PROFIT DEVELOPMENT ORGANIZATION IS REQUIRED PRIOR TO APPROVAL OF APPLICATION**

<table>
<thead>
<tr>
<th>FACILITY/OPERATION INFORMATION</th>
<th>NDEQ ID: 48856</th>
<th>NDEQ PROGRAM ID: NE0119997</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Name</td>
<td>Sarpy County Municipal Solid Waste Landfill</td>
<td></td>
</tr>
<tr>
<td>2 Facility Phone Number</td>
<td>402-253-2461</td>
<td></td>
</tr>
<tr>
<td>3 NAICS</td>
<td>562212</td>
<td></td>
</tr>
</tbody>
</table>

#### FACILITY/OPERATION LOCATION INFORMATION

<table>
<thead>
<tr>
<th>4 Address</th>
<th>14414 South 156th Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 City</td>
<td>Springfield</td>
</tr>
<tr>
<td>6 Legal Description</td>
<td>¼ of NE ¼ of Section 15</td>
</tr>
<tr>
<td>7 State</td>
<td>Sarpy</td>
</tr>
<tr>
<td>8 Zip Code</td>
<td>68059</td>
</tr>
</tbody>
</table>

#### FACILITY/OPERATION MAILING INFORMATION

| 7 Address                       | 1210 Golden Gate Drive   |
| 8 City                          | Papillion                |
| 9 State                         | NE                       |
| 10 Zip Code                     | 68046                    |

#### FACILITY/OPERATION CONTACT INFORMATION

| 9 Person                        | Mark Wayne               |
| 10 Phone Number                 | 402-593-2347             |
| 11 Cell Number                  |                          |
| 12 Fax Number                   | 402-593-4304             |
| 13 Email Address                | mwayne@sarpy.com         |

### Certification Statement

As applicant or an authorized individual representing the applicant (the undersigned), I certify that the foregoing information on this application and accompanying documents, estimates, and other descriptive information are true and accurate to the best of my knowledge and belief.

**X** This form has been completed and reviewed by the person(s) noted and signatures applied below.

**X** In completing this form, the following is understood:

- I agree to provide all applicable information to properly identify the property of concern.
- I will provide truthful and timely responses to inquiries made by NDEQ about the property of concern.
- I certify to NDEQ proof of ownership of the property AND have received certification from the Nebraska State Historical Society that this property is not eligible for listing on the National Register of Historic Places or that asbestos cleanup will not alter eligibility for listing.

Typed or Printed Name of Authorized Individual

Don Kelly

Signature of Authorized Individual

[Signature]

Title

Chairman, Board of Commissioners

Date

6-7-16
### NATIONAL HISTORIC REGISTER:

Certification from the Nebraska State Historical Society that the property is not on or eligible for the National Register of Historic Places is required prior to commencement of asbestos cleanup activities. Is the required documentation submitted with this application?

- **Yes**  
- **No**

Please see attached certification/photos (Attachment #1).

### PROPERTY OWNERSHIP:

Proof of property ownership by a local government or non-profit development organization is required prior to approval of the application. Please indicate any documentation submitted with this application in accordance with this requirement:

- [ ] Certificate of Title  
- [x] County Assessor’s Records  
- [x] Other (please indicate): Register of Deeds Office (copy of Warranty Deed enclosed – Attachment #2)

Did applicant obtain the property through:

- [ ] Foreclosure  
- [ ] Purchase  
- [x] Other (Specify): Land Contract Agreement (Attachment #3)

Date property obtained/to be obtained: 4/24/1990

Nature of Ownership:

- [x] Fee Simple  
- [ ] Other (Specify): 

Name of party from whom the property was acquired: Theodore F. and Alice Giesmann

List names and relationships for all familial, contractual, corporate, or financial relationships or affiliations you have had with all prior/current owners and operators (or others who may be responsible for contamination discussed below) of the property:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nature of Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theodore/Alice Giesmann</td>
<td>N/A-Previous owners</td>
</tr>
</tbody>
</table>

### ADDITIONAL PROPERTY LOCATION INFORMATION:

Latitude: 41.0824 N  
Longitude: 96.15800 W

(attach legal plat map and/or other map(s) if available) Please see the attached maps (Attachment #4)

### PROPERTY ZONING:

Property zoning: Agricultural  
Total acreage of property: 1.15

(attach site map, if available)

Please see the attached maps. Building containing the asbestos is located on Tax Lot #4 (Attachment #4)

### PAST PROPERTY USES (type of manufacturing, operation, etc.)

<table>
<thead>
<tr>
<th>Property Use Description</th>
<th>Approximate Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarpy County Office Space (Tax Lot #4)</td>
<td>1990 - 2016</td>
</tr>
<tr>
<td>Home was used as primary residence prior to Sarpy County acquiring ownership (Tax Lot #4)</td>
<td>1969 - 1990</td>
</tr>
</tbody>
</table>

### BUILDINGS ON PROPERTY

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Square Footage</th>
<th>Condition (usable, gutted, razed, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home converted to office</td>
<td>1560</td>
<td>Usable</td>
</tr>
</tbody>
</table>

### DESCRIBE PUBLIC INTEREST AND / OR COMMUNITY INVOLVEMENT IN PROPERTY REUSE PLANNING:

NA – Land will be utilized by either the Transfer Station Operator or Sarpy County for possible equipment storage.
**ANTICIPATED FUTURE USE:**

- [ ] RESIDENTIAL
- [ ] RECREATIONAL
- [ ] COMMERCIAL / RETAIL
- [ ] INDUSTRIAL
- [x] OTHER (SPECIFY): Equipment storage by Transfer Station Operator or Sarpy County

Equipment storage by Transfer Station Operator or Sarpy County:

**DESCRIBE APPLICANT’S PROPOSED REUSE PLAN:** After the asbestos is abated, the property may be utilized by local fire departments in a controlled burn training exercise. The County will clean up after the controlled burn and it will be utilized by either the Transfer Station Operator or Sarpy County for possible storage of equipment.

**DESCRIBE ANY FINANCIAL INCENTIVES PLANNED TO SPUR DEVELOPMENT AND/OR CLEANUP AND PROPOSED FUNDING SOURCES** (tax incentives, etc.):

N/A

**IS THERE ANY REASON TO BELIEVE THE PROPERTY IS CONTAMINATED WITH (OTHER THAN ASBESTOS):**

- [ ] HAZARDOUS SUBSTANCE, POLLUTANT AND/OR CONTAMINANT
- [ ] PETROLEUM
- [ ] CONTROLLED SUBSTANCES
- [ ] MINE-SCARRED LAND?
- [x] YES (describe below)
- [ ] NO
- [ ] UNKNOWN

(Common examples of hazardous substances include: solvents/degreasers, pesticides, metals (lead, mercury, arsenic, etc.), PCBs, grain fumigants, and paint/paint wastes. Common examples of controlled substances include: methamphetamines, & other illegal drugs)

**DESCRIBE/LIST SUSPECTED CONTAMINANTS/ENVIRONMENTAL CONCERNS:** Asbestos was present in the house structure prior to Sarpy County owning the property. The asbestos is present in the building materials that were commonly used at the time of construction.

**DID APPLICANT:**

1. **GENERATE OR DISPOSE OF ANY OF THE CONTAMINANTS?**
   - [x] YES (describe below)
   - [ ] NO
   - [ ] UNKNOWN

2. **OWN THE PROPERTY WHEN CONTAMINATION OCCURRED?**
   - [x] YES (describe below)
   - [ ] NO
   - [ ] UNKNOWN

**IS APPLICANT AWARE OF ANY FEDERAL, STATE, OR LOCAL AGENCY INQUIRY OR ORDER REGARDING ANY PARTY’S RESPONSIBILITY FOR CONTAMINATION OR HAZARDOUS WASTE AT THE PROPERTY?**

- [ ] YES (describe below)
- [x] NO

**BRIEFLY DESCRIBE INVOLVEMENT / ROLE OF AGENCY IN ENFORCEMENT AND / OR OVERSIGHT OF THE INQUIRY OR ORDER:**

N/A

**PRIOR PROPERTY/SITE ASSESSMENT ACTIVITIES:**

- [x] COMPLETED
- [ ] NONE
- [ ] UNKNOWN

**DESCRIBE CONCLUSIONS OF PRIOR SITE ASSESSMENT ACTIVITIES** (or attach “conclusion” section of report(s)):

Please see the attached report for conclusions of site assessment and quotes (Attachment #5).

**IF REPORTS ARE UNAVAILABLE, IDENTIFY CONSULTANT, CLIENT, AND APPROXIMATE DATE OF STUDY:**

Assessment was conducted by B2 Environmental, Inc. Please see the attached report (Attachment #5).

**PROPERTY/SITE ASSESSMENT NEEDS**

**DESCRIBE DIFFICULTIES RELATED TO PERCEIVED CONTAMINATION THAT HAVE HINDERED REUSE OF THE PROPERTY:**

N/A
State Historic Preservation Office
ONLINE SECTION 106 PROJECT FORM FOR
INDIVIDUAL STANDING STRUCTURES

Submission of a completed Project Information Form with adequate information and attachments constitutes a request for review pursuant to Section 106 of the National Historic Preservation Act of 1966 (as amended). More information may be required to adequately complete the Section 106 process. Submit completed form to NSHPO@nebraska.gov.

NOTE: Section 106 regulations provide for a 30-day response time by the Nebraska State Historic Preservation Office from the date of receipt.

<table>
<thead>
<tr>
<th>PROJECT NAME (if applicable)</th>
<th>PROJECT NUMBER (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarpy County Landfill Closure</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>STREET ADDRESS (No P.O. Box Numbers)</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarpy</td>
<td>14414 S. 156th Street</td>
<td></td>
</tr>
</tbody>
</table>

| FEDERAL AGENCY OR DESIGNEE | |
|---------------------------||

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>CITY, STATE ZIP</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Halre</td>
<td>Springfield, NE 68059</td>
<td>402-593-1565</td>
</tr>
</tbody>
</table>

| EMAIL (for response) | |
|----------------------||
| lhale@csporpy.com    | |

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefly describe the overall project.</td>
</tr>
</tbody>
</table>

Sarpy County currently owns the above listed property. On this property is the Sarpy County landfill. The landfill will be closing in the next few months and the Transfer Station Operator will be responsible for the transportation of waste to another location. There is an older building on this property. The building was at one time a primary residence and was acquired by Sarpy County in 1992 after paying off a Land Contract Agreement entered in 1990. After acquiring the home, Sarpy County utilized the building to house the County's Noxious Weeds Office. When the County began discussions on possibly demolishing the building, an inspection was conducted and it was found to have asbestos present within the building materials. The asbestos will need to be abated prior to Sarpy County allowing local Fire Departments to conduct a controlled burn exercise for training purposes. The County is seeking a grant from the NDEQ for assistance in abatement of the asbestos contained in this building. Completing this form is one step in applying for the grant. After the building is utilized for the controlled burn exercise, either Sarpy County or the Transfer Station Operator will utilize the area for future equipment storage.

<table>
<thead>
<tr>
<th>STRUCTURES (rehabilitation, demolition, additions to or construction near existing structures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To the best of your knowledge, is the structure located in any of the following?</td>
</tr>
</tbody>
</table>

- [ ] An area previously surveyed for historic properties
- [ ] A National Register District
- [ ] A Local Landmark District

If yes, please provide the name of the survey or district.

If known, please provide a brief history of the building(s), including construction dates and building uses.

The home on this property was built in 1969. The building was originally used as the primary residence for the owners at the time. Sarpy County entered into a Land Contract Agreement with the owners in 1990. The Land Contract was paid off in 1995. Sarpy County obtained the deed to the land/building. The land was utilized for a new Sarpy County Landfill and this particular building was used as office space for various different Sarpy County offices. Most recently, the building was the main office for the Noxious Weeds Department. As the landfill closes in the next few months, the new Transfer Station Operator will take control of the transportation of waste to another location outside the County. After the asbestos is abated, a controlled burn exercise for the local Fire Department will be conducted. The land will then be utilized by either the Transfer Station Operator or Sarpy County for possible storage of equipment.

<table>
<thead>
<tr>
<th>PHOTOGRAPHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide photographs of all structures. Photographs of neighboring or nearby buildings are helpful. Go to page 2 to insert photo(s).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NE SHPO USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska SHPO Determination</td>
</tr>
</tbody>
</table>

- [ ] There are No Historic Properties in the area of potential effect
- [ ] The project will have No Adverse Effect with Conditions (see attached)
- [ ] The project will have No Effect on historic properties
- [ ] The project will have Adverse Effects on historic properties (see attached)
- [ ] The project will have No Adverse Effect on historic properties
- [ ] The SHPO requests additional information (see attached)

[Signature]
5-27-16
South and East side of house (photo date: May 25, 2016)

North and East side of house (photo date: May 25, 2016)
JOINT TENANCY WARRANTY DEED

THEODORE F. GLESMANN AND ALICE D. GLESMANN
Husband and Wife, Tenants in Common, ................... Grantor, in consideration of
Four Hundred Sixteen Thousand ($416,000.00) dollars received from Grantee,
COUNTY OF SARPY, STATE OF NEBRASKA------------------

conveys to Grantees, [REDACTED], the following described real
estate (as defined in Neb. Rev. Stat. 76-201):

The West One-half of the Northeast Quarter of Section 15,
Township 13 North, Range 11, East of the 6th P.M.,
Sarpy County, Nebraska,
AND
The East One-half of the Northeast Quarter of Section 15,
Township 13 North, Range 11, East of the 6th P.M.,
Sarpy County, Nebraska,

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:

(1) is lawfully seised of such real estate and that it is free from encumbrances subject to easements,
reservations, covenants and restrictions of record
(2) has legal power and lawful authority to convey the same;
(3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: [signature], 1990

The foregoing instrument was acknowledged before me on [signature], 1990

JAMES CLARK
Notary Public

Filed for record and entered in Numerical Index on .......................... Page

By: ..................................................
County or Deputy County Clerk
Register of Deeds or Deputy Register of Deeds
LAND CONTRACT

THIS AGREEMENT, made and entered into by and between

THEODORE F. GLESMANN and ALICE D. GLESMANN, Husband and Wife,
n herein called "Seller", whether one or more, and COUNTY OF SARPY,
STATE OF NEBRASKA, herein called "Buyer", whether one or more,

WITNESS THAT:

Seller hereby agrees to sell and convey to Buyer, and Buyer
hereby agrees to purchase from Seller, the following described
real estate in Sarpy County, Nebraska, herein called "the real
estate":

Northeast Quarter (NE¼) of Section Fifteen (15),
Township Thirteen (13), Range Eleven (11), Sarpy
County, Nebraska, containing One Hundred Sixty
(160) acres more or less;

upon the following terms and conditions:

I.

The Purchase Price and Manner of Payment

1. The Purchase Price. As the purchase price for the Real
Estate, Buyer agrees to pay to Seller, and Seller agrees to
accept from Buyer the sum of Four Hundred Sixteen Thousand
Dollars ($416,000.00).

2. The Manner of Payment. The purchase price shall be paid
in the following manner:

    a. $16,000.00 paid as earnest deposit and received by
       Sellers;
    b. $100,000.00 at closing, plus $2,000.00 monthly
       payments due if closing does not occur before
       May 15, 1989, which sum amounts to $22,599.94, of
       which $18,000.00 has been received by Sellers, or
       a balance due at closing of $4,599.94;
    c. Balance of $300,000.00 pursuant to this contract.
       The $300,000.00 shall bear interest at 8% on
       the unpaid balance and principal, plus interest
       shall be due as follows:

       i. $100,000.00 due January 30, 1991, plus
          8% interest;
ii. $100,000.00 due January 30, 1992, plus 8% interest; and,

iii. $100,000.00 due January 30, 1993, plus 8% interest.

Prepayments at Seller's option only.

II.

Taxes and Insurance

The real estate taxes shall be pro-rated to date of closing.

Buyer to keep house and buildings on the premises insured to the extent of $125,000.00 and name Seller as Loss Payee thereunder.

III.

Seller's Remedies on Buyer's Default

Time is of the essence of this contract.

Buyer further agrees that if he shall fail to pay any taxes or assessments levied or assessed against the Real Estate, or fails to pay the premium of insurance, Seller may pay said taxes, assessments or premiums and the amount so paid shall become due and payable forthwith by Buyer to Seller without notice or demand and shall become a part of the principal balance due under this contract.

If the Buyer fails to pay any amount due under the terms of this contract or if Buyer fails to perform any of the other terms, covenants or agreements of this contract, or if Buyer shall abandon the Real Estate, the whole of the indebtedness due under this contract, together with any advances made by Seller as herein provided, shall become and be immediately due and payable at the option of the Seller without notice or demand, the same being expressly waived, and Seller may proceed to foreclose this contract in the manner provided by law.

Failure of Seller to exercise any optional remedy hereby specified at the time of any default shall not operate as a waiver of the right of Seller to exercise such optional remedy for the same or any subsequent default at any time thereafter.

IV.

Covenants of the Seller

Upon payment by Buyer of the purchase price in full, with all
interest thereon, and the performance by Buyer of all covenants and conditions which, by the terms of this contract, are to be performed by Buyer, Seller agrees and covenants to convey the Real Estate to Buyer by deed of general warranty, subject, however, to all conditions, easements, restrictions and limitations of record; to the rights of persons in possession; to the lien of all unpaid taxes and assessments for public improvements; and to any other encumbrances which, by the terms of this agreement, are to be paid by Buyer.

V.

General Agreement of Parties

Buyer and Seller respectively bind their heirs, successors and assigns to the faithful performance of the terms of this agreement.

VI.

The house and buildings are sold on an "as is" basis without warranties of Seller express or implied.

VII.

Sellers to place in escrow a Warranty Deed pursuant to the Escrow Agreement attached hereto, marked Exhibit "A".

VIII.

It is understood that in respect to the sale price, the Buyer is paying $125,000.00 for the house, buildings and 1 1/2 acres of land and the sum of $291,000.00 for the remainder. The double-wide trailer located on the premises shall remain the property of the Seller.

IN WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 24 day of April, 1990.

COUNTY OF SARPY, STATE OF NEBRASKA,

Theodore F. Glesmann

Alice D. Glesmann

Chairman

approved as to form:
County Attorney
STATE OF NEBRASKA)
COUNTY OF SARPY

Before me, a Notary Public qualified for said county, personally came THEODORE F. GLES-MANN and ALICE D. GLES-MANN, Husband and Wife, known to me to be the identical persons who signed the foregoing Land Contract and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on April 24, 1990.

Notary Public

STATE OF NEBRASKA
COUNTY OF SARPY

Before me, a Notary Public qualified for said county, personally came Edward F. Gilherr
Chairman of County Board of Sarpy County, State of Nebraska, known to me to be the identical person who signed the foregoing Land Contract and acknowledged the execution thereof to be his or her voluntary act and deed.

Witness my hand and notarial seal on April 24, 1990.

Notary Public
LAND CONTRACT

This attachment to Land Contract between the signatories at the end hereof constitutes a substitution of language found at Paragraph I.2. c. The referenced paragraph now reads as follows:

I. 2. c.

Buyer shall make three (3) equal annual installment payments; and, except as the equal annual balance amount might change pursuant to II. below, such balance shall bear interest at 8% per annum on the unpaid balance; and, principle, plus interest shall be due as follows:

i. $100,000.00 due January 30, 1991 plus accrued 8% interest per annum computed from the date of closing of this contract.

ii. $100,000.00 due January 30, 1992 plus accrued 8% interest per annum, computed from the date 2.c.i. payment was made; and,

iii. $100,000.00 due January 30, 1993 plus accrued 8% interest per annum, computed from the date 2.c.ii. payment was made.

Prepayments at seller's option only.

At II. of the Land Contract, the following language is added to the insurance clause therein:

Any loss proceeds paid to seller shall be applied as a reduction to any unpaid balance (interest/principle) then due pursuant to I. of this contract. Receipt of such loss proceeds by seller shall constitute consent to "prepayment" in I. above.

This attachment and the execution thereof constitutes an incorporation by reference and substitution as noted.

In all other respects the land contract shall be and remain the same.

DATED this 24 day of April, 1990.

THE COUNTY OF SARPY,
STATE OF NEBRASKA,

Theodore F. Glesmann

By: Alice D. Glesmann
Chairman

Approved as to form:
County Attorney
ESKROW AGREEMENT

THIS AGREEMENT is made by and between THEODORE F. GLESMANN and ALICE D. GLESMANN, Husband and Wife, hereinafter referred to as "Seller" and COUNTY OF SARPY, STATE OF NEBRASKA, hereinafter referred to as "Purchaser" and JAMES C. CRIFE, ATTORNEY, P.C., hereinafter called the "Escrow Agent."

WHEREAS, Seller and Purchaser have entered into a Land Contract whereby Seller agrees to sell, and Purchaser agrees to purchase property situated in Sarpy County, Nebraska, to-wit:

Northeast Quarter (NE\textsubscript{\textfrac{1}{4}}) of Section Fifteen (15), Township Thirteen (13), Range Eleven (11), Sarpy County, Nebraska, containing One Hundred Sixty (160) acres more or less

WHEREAS, in connection with said Land Contract between the Seller and Purchaser, the parties wish to appoint an Escrow Agent for the following purposes:

1. Deeds in Escrow. Escrow Agent shall hold a Warranty Deed, properly executed by the Seller, conveying the property described in Exhibit "A" attached hereto, to the Purchaser, to be held in escrow pursuant to the terms and conditions of Paragraph "2" hereof.

2. Delivery upon Compliance. If Purchasers shall certify to Escrow Agent that they have fully performed all of the terms and conditions of said Land Contract and have paid the purchase price in full, Escrow Agent shall give notice thereof to Sellers by certified mail. If Sellers shall not dispute such certification within thirty (30) days after the giving of such notice, Escrow Agent shall deliver the Warranty Deed to the Purchaser.

3. Delivery upon Default. If Sellers shall certify to Escrow Agent that Purchasers have defaulted under the terms and provisions of said Land Contract, the Escrow Agent shall give notice thereof to Purchasers by certified mail. If Purchasers shall not dispute such certification within thirty (30) days after the giving of such notice, Escrow Agent shall deliver said deeds to Sellers.
4. Litigation/Dispute. In the event there is controversy with respect to the evidence of default or with respect to the validity of any of the terms and provisions of this Agreement or the Land Contract, the parties hereto do further agree that the Escrow Agent shall retain the documents until such time as an agreement has been negotiated or shall deposit them with a court of competent jurisdiction for purposes of resolution.

5. Terms of Agreement. Escrow Agent is not bound to recognize any notice, demand (except as provided above), or change of instruction as having any effect upon this Escrow Agreement, unless given in writing to Escrow Agent by all parties. The Seller and Purchaser further acknowledge that the Escrow Agent assumes no responsibility for the collection or payment of insurance premiums, contract payments, real estate taxes or special assessments assessed against the property.

6. Indemnification. The Escrow Agent shall in no event be liable to the parties to this Agreement for any damages, costs or expenses incurred or sustained by said parties by reason of any act or failure to act on said Escrow Agent's part, except in the case of its fraud, gross negligence or willful disregard of the provisions hereof. The parties hereto agree to indemnify and hold harmless the Escrow Agent against all costs, damages, attorney fees, expenses, and liabilities which, in good faith, and without fault on its part, it may incur or sustain in connection with this Agreement.

In consideration of the mutual covenants expressed herein, the parties agree to be bound by the terms and provisions of this Agreement for their benefit and for their successors, assigns, personal representatives and heirs.

IN WITNESS THEREOF the parties hereby execute this Agreement this 24th day of April, 1990.

SELLER:

THEODORE F. GLESMANN

Alice D. GLESMANN

Alice D. GLESMANN

COUNTY OF SARPY, STATE OF NEBRASKA,

Purchaser:

By: WILLIAM F. WRIGHT

JAMES C. CRIPPE, ATTORNEY, P.C.,

By: JAMES C. CRIPPE

ESCROW AGENT:

By: JAMES C. CRIPPE

JAMES C. CRIPPE, ATTORNEY, P.C.,

By: JAMES C. CRIPPE
Northeast Quarter (NE$\frac{1}{4}$) of Section Fifteen (15), Township Thirteen (13), Range Eleven (11), Sarpy County, Nebraska, containing One Hundred Sixty (160) acres more or less.
THIS IS NOT A PROPERTY RECORD FILE

Valuation Information

<table>
<thead>
<tr>
<th>Roll Year</th>
<th>Land Value</th>
<th>Impr Value</th>
<th>Outbuildings</th>
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<tr>
<td>2016</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>2015</td>
<td>$0</td>
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<td>$0</td>
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<td>$0</td>
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Sales Information (Updated 5/23/2016)

<table>
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<tr>
<th>Sale Date</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Total Sale Price</th>
<th>Adjusted Sale Price</th>
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<td>10/16/2001</td>
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<td>2002-44568</td>
<td>1210 GOLDEN GATE DR</td>
<td>1210 GOLDEN GATE DR</td>
<td>PAPILLION NE 68046-0000</td>
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Levy Information

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<tr>
<td>1</td>
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<tr>
<td>146</td>
<td>SPRINGFIELD PLAT.SCH</td>
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<tr>
<td>147</td>
<td>SPRINGFIELD PLATT.-BOND</td>
<td>0.023456</td>
</tr>
<tr>
<td>148</td>
<td>SPRINGFILED SCH SPE BLDG</td>
<td>0.072248</td>
</tr>
<tr>
<td>199</td>
<td>LEARN COMM-GENERAL</td>
<td>0.95</td>
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<td>202</td>
<td>ELEM LEARN COM</td>
<td>0.01625</td>
</tr>
<tr>
<td>306</td>
<td>SPRINGFIELD FIRE</td>
<td>0.021558</td>
</tr>
<tr>
<td>314</td>
<td>SPRINGFIELD FIRE BOND</td>
<td>0.060673</td>
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<tr>
<td>501</td>
<td>PAPIO NATURAL RESRCE</td>
<td>0.030449</td>
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<tr>
<td>502</td>
<td>PAPIO NRD BOND</td>
<td>0.007586</td>
</tr>
<tr>
<td>801</td>
<td>METRO COMMUNITY COLL</td>
<td>0.095</td>
</tr>
<tr>
<td>901</td>
<td>AGRICULTURAL SOCIETY</td>
<td>0.002397</td>
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</table>


5/24/2016
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<tr>
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<th>Statement</th>
<th>Tax District</th>
<th>Source</th>
<th>Taxes Due</th>
<th>Total Due</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>2015-010392246</td>
<td>46016</td>
<td>REAL</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>2014</td>
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<td>46016</td>
<td>REAL</td>
<td>$0.00</td>
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<td>1989-0392246</td>
<td>46016</td>
<td>REAL</td>
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<td>46016</td>
<td>REAL</td>
<td>$1,467.95</td>
<td>$1,467.95</td>
<td>$0.00</td>
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</table>
This map was printed on: 6/23/2009

Legend

- Corners
- Quarter/Sections
- Subdivisions
- Rights of Way
- Lots
- Blocks
- Railroads
- Street Centerline

NOTICE

This map constitutes a representation based on information provided to the Sarpy County Surveyor's Office by other individuals and organizations. Therefore, no representations regarding the accuracy of the size, dimensions, measurements, condition, plating, or location of the area described are made. Should such information be required for construction, zoning, or other purposes, the services of a private surveyor and/or title search should be secured.
ASBESTOS INSPECTION REPORT

RESIDENCE
14414 SOUTH 156TH STREET
SPRINGFIELD, NEBRASKA 68059

Client:
COUNTY OF SARPY
1210 GOLDEN GATE DRIVE
PAPILLION, NEBRASKA 68046

Consultant:
B2 ENVIRONMENTAL, INC.
4503 SOUTH 90TH STREET
OMAHA, NEBRASKA 68127

B2E Project Number: 10168.0017

May 16, 2016

Prepared by:

Nate Guericke
Industrial Hygienist

Reviewed by:

Paul Virgiltto, CHMM, CIEC
Associate
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2.0 GENERAL SITE CONDITIONS .................................................................................................... 1
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  3.2 Sampling Strategy ....................................................................................................................... 1
  3.3 Suspect Asbestos-Containing Materials .................................................................................... 2
  3.4 Laboratory Analytical Results .................................................................................................... 2
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QUALIFICATIONS ............................................................................................................................ APPENDIX B
1.0 SCOPE OF SERVICES


B2E provided a representative asbestos inspection at the identified building in general accordance with the referenced agreement and as outlined below:

1. Review existing asbestos reports relating to the site, if available.
2. Survey the site building(s), or site component(s).
3. Identify accessible suspect asbestos-containing materials (ACM) in general accordance with the USEPA NESHAP, (40 CFR, Part 61).
4. Collect and analyze bulk samples of suspect materials.
5. Quantify any asbestos containing materials and record location.

2.0 GENERAL SITE CONDITIONS

The inspection included one (1) residence constructed of wood and concrete. No previous asbestos reports or construction drawings were provided to B2E prior to the inspection.

3.0 ASBESTOS SURVEY REPORT

On May 10, 2016, B2E inspector Stuart Jefka inspected the site for asbestos-containing building materials. Mr. Jefka has completed the requisite training for asbestos accreditation as an inspector at a state approved training provider under Toxic Substances Control Act (TSCA) Title II. Mr. Jefka’s State of Nebraska asbestos inspector number is 1260.

B2E visually inspected the site for the presence of suspect ACM. Materials that were hidden, not accessible (i.e. boilers, areas of safety concern), or when sampled would damage the integrity of the structure or component (i.e. electrical wiring), were not sampled as part of this inspection. B2E did not sample materials that were visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.). The asbestos inspection consisted of three steps: 1) a visual inspection of the site(s); 2) a determination of homogeneous areas with suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable and non-friable, suspect materials.

Friable materials are materials that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Non-friable materials are materials that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure. Non-friable materials, when subjected to sanding, grinding, cutting or abrading, may become friable.

3.1 Homogeneous Areas

Prior to sampling, B2E identified homogeneous areas to facilitate a sampling strategy. A homogeneous sampling area is described as one or more areas with suspect material similar in appearance and texture that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area varies, dependent upon material type and the professional judgment of the inspector.

3.2 Sampling Strategy

B2E’s sampling strategy incorporated AHERA requirements, quantities of suspect material, and the inspector’s judgment to aid in the identification of suspect ACM. B2E’s sampling strategy was to
identify and collect accessible suspect ACM in general accordance with the USEPA NESHAP, (40 CFR, Part 61). If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by USEPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of other analytical results. B2E did not sample materials that the accredited inspector visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.). Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in²) of the material and placing it in an airtight sample container marked with a unique identification number.

3.3 Suspect Asbestos-Containing Materials

The following table contains a list of building materials suspected of containing asbestos:

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>LOCATION</th>
<th>SAMPLE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinyl sheet flooring (white) with mastic (black)</td>
<td>Interior, kitchen, dining room</td>
<td>HA1-1</td>
</tr>
<tr>
<td>Linoleum floor (tan/white) with adhesive (brown)</td>
<td>Interior, 2nd floor bathroom</td>
<td>HA2-1</td>
</tr>
<tr>
<td>Textured ceiling material</td>
<td>Interior, throughout the residence</td>
<td>HA3-1,2,3</td>
</tr>
<tr>
<td>9&quot;x9&quot; floor tile (tan) with mastic (black)</td>
<td>Interior, basement</td>
<td>HA4-1</td>
</tr>
<tr>
<td>Window glazing (white)</td>
<td>Exterior, windows</td>
<td>HA5-1</td>
</tr>
<tr>
<td>Drywall and joint compound (white)</td>
<td>Interior, throughout the residence</td>
<td>HA6-1,2,3</td>
</tr>
<tr>
<td>Asphalt roof (white/black/green) with felt paper (black)</td>
<td>Exterior, roof</td>
<td>HA7-1</td>
</tr>
<tr>
<td>Wall panel (white) with mastic (gray)</td>
<td>Interior, kitchen</td>
<td>HA8-1</td>
</tr>
</tbody>
</table>

3.4 Laboratory Analytical Results

EMSL Analytical, Inc. located at 200 Route 130 North in Cinnaminson, New Jersey analyzed the bulk samples using polarized light microscopy (PLM). PLM analysis utilizes dispersion staining techniques (ref.: USEPA Method 600/M4-82-020) to determine the asbestos content of the bulk samples collected at the site. Three (3) of the samples analyzed utilizing PLM were determined to contain less than or equal to four percent (≤4%) asbestos (HA3-1, HA3-2, HA3-3, HA4-1-Floor Tile, HA8-1-Mastic). B2E submitted these samples for additional quantitation analysis using 400 point count procedure (EPA 600/R-93/116). The point count analysis is a detailed and more labor-intensive technique for estimating asbestos in a building material and is less subjective than PLM analysis. This methodology, which has a detection limit of 0.1%, increases the accuracy and precision of the asbestos concentration determined in a sample. This laboratory is currently recognized by the United States Department of Commerce's National Voluntary Laboratory Accreditation Program (NVLAP) for conformance with criteria set forth in the National Institute of Standards and Technology (NIST) Handbook 150:2001 and the International Organization for
Standardization (ISO)/International Electrotechnical Commission (IEC) Guide 17025:1999. NVLAP accredits testing and calibration laboratories that are found competent to perform specific tests or calibrations, or types of tests or calibrations. NIST Handbook 150:2001 sets forth the basic procedures under which NVLAP operates, and the general accreditation requirements that testing and calibration laboratories must meet if they wish to demonstrate that they operate a quality system, are technically competent, and are able to generate technically valid results.

The following table is a summary of the suspect ACM that have been determined, through laboratory analysis and/or assumed, to contain asbestos:

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>LOCATION</th>
<th>SAMPLE NUMBER</th>
<th>NESHAP CATEGORY</th>
<th>FRIABLE(a)</th>
<th>QUANTITY(b)</th>
<th>ASBESTOS CONTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinyl sheet flooring (white) with mastic (black)</td>
<td>Interior, kitchen, dining room</td>
<td>HA1-1</td>
<td>Cat. I</td>
<td>No</td>
<td>150 sf</td>
<td>VSF – 20% Mastic – ND</td>
</tr>
<tr>
<td>Wall panel (white) with mastic (gray)</td>
<td>Interior, kitchen</td>
<td>HA8-1</td>
<td>Cat. II</td>
<td>No</td>
<td>30 sf</td>
<td>Panel – ND Mastic – 2.5%</td>
</tr>
</tbody>
</table>

(a) Friability is based only on conditions that were observed during B2E's inspection of the site.  
(b) Actual quantities should be field verified.

Any material that contains greater than one percent asbestos is considered an ACM and is categorized as either friable ACM or non-friable ACM. Friable ACM is categorized as regulated asbestos-containing material (RACM). There are two categories of non-friable materials: Category I non-friable ACM and Category II non-friable ACM.

- Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent asbestos.
- Category II non-friable ACM is any material, excluding Category I non-friable ACM, containing more than one percent asbestos.

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may also be noted in the analytical report.

Building materials containing any detectable amounts of asbestos are regulated by Occupational Safety and Health Administration (OSHA), and applicable work practices and prohibitions must be followed accordingly.

State and local requirements may differ from NESHAP requirements. Consult with appropriate agencies prior to commencing abatement and/or demolition activities.

4.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during B2E’s inspection of the site. Qualifications for the field
personnel are provided in Appendix B and analytical laboratory are provided in Appendix A. As the user of this report, the Client and respective contractors are advised of the following limitations on the information presented in this report.

1. This report is intended for the sole use of the Client. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

2. Building materials may be present that were not accessible for testing by B2E and may not be discovered until after demolition/renovation activities begin.

3. The report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work Plan.

4. This asbestos inspection was performed in a manner consistent with the level of care and skill ordinarily exercised by environmental professionals practicing contemporaneously under similar conditions in the area of the project in question. No other warranty, express or implied, is given and all other warranties are hereby expressly disclaimed. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

5. This report is not a comprehensive site evaluation and should not be construed as such. Only those structures specifically stated in Section 2.0 General Site Conditions are included in this report.
APPENDIX A
LABORATORY ANALYTICAL REPORT
Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

<table>
<thead>
<tr>
<th>Client Sample ID</th>
<th>Lab Sample ID</th>
<th>Sample Description</th>
<th>Analyzed Date</th>
<th>Color</th>
<th>Non-Asbestos</th>
<th>Fibrous</th>
<th>Non-Fibrous</th>
<th>Asbestos</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>HA1-1-Vinyl Floor</td>
<td>041612518-0001</td>
<td>Vinyl Floor</td>
<td>PLM</td>
<td>5/11/2016</td>
<td>White</td>
<td>0%</td>
<td>80%</td>
<td></td>
<td>20% Chrysotile</td>
</tr>
<tr>
<td>HA1-1-Mastic</td>
<td>041612518-0001A</td>
<td>Black Mastic</td>
<td>PLM</td>
<td>5/11/2016</td>
<td>Black</td>
<td>25%</td>
<td>75%</td>
<td></td>
<td>None Detected</td>
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<tr>
<td>HA2-1-Linoleum Floor</td>
<td>041612518-0002</td>
<td>Linoleum Floor</td>
<td>PLM</td>
<td>5/11/2016</td>
<td>Tan/White</td>
<td>35%</td>
<td>65%</td>
<td></td>
<td>None Detected</td>
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<tr>
<td>HA2-1-Mastic</td>
<td>041612518-0002A</td>
<td>Brown Mastic</td>
<td>PLM</td>
<td>5/11/2016</td>
<td>Brown</td>
<td>0%</td>
<td>100%</td>
<td></td>
<td>None Detected</td>
</tr>
<tr>
<td>HA3-1</td>
<td>041612518-0003</td>
<td>Textured Ceiling</td>
<td>PLM</td>
<td>5/11/2016</td>
<td>Tan/White</td>
<td>0%</td>
<td>98%</td>
<td></td>
<td>2% Chrysotile</td>
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<tr>
<td>HA3-2</td>
<td>041612518-0004</td>
<td>Textured Ceiling</td>
<td>PLM, 400 PLM Pt Ct</td>
<td>5/11/2016</td>
<td>Tan/White</td>
<td>0%</td>
<td>98%</td>
<td></td>
<td>2% Chrysotile</td>
</tr>
<tr>
<td>HA3-3</td>
<td>041612518-0005</td>
<td>Textured Ceiling</td>
<td>PLM, 400 PLM Pt Ct</td>
<td>5/11/2016</td>
<td>Tan/White</td>
<td>0%</td>
<td>99%</td>
<td></td>
<td>2% Chrysotile</td>
</tr>
<tr>
<td>Client Sample ID</td>
<td>Sample Description</td>
<td>Lab Sample ID</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HA4-1-Floor Tile</td>
<td>9&quot;x9&quot; Floor Tile w/Black mastic</td>
<td>041612518-0006</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>HA4-1-Mastic</td>
<td>9&quot;x9&quot; Floor Tile w/Black mastic</td>
<td>041612518-0005A</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>HA5-1</td>
<td>Window Glazing (white)</td>
<td>041612518-0007</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HA6-1</td>
<td>Drywall &amp; Joint Compound Composite</td>
<td>041612518-0008</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>HA6-2</td>
<td>Drywall &amp; Joint Compound Composite</td>
<td>041612518-0009</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HA6-3</td>
<td>Drywall &amp; Joint Compound Composite</td>
<td>041612518-0010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HA7-1-Asphalt Roof</td>
<td>Asphalt Roof</td>
<td>041612518-0011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HA7-1-Felt</td>
<td>Felt</td>
<td>041612518-0011A</td>
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<td></td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>TEST</th>
<th>Analyzed Date</th>
<th>Color</th>
<th>Non-Asbestos Fibrous</th>
<th>Non-Asbestos Non-Fibrous</th>
<th>Asbestos</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Tan</td>
<td>0%</td>
<td>97%</td>
<td>3%</td>
<td>Chrysotile</td>
</tr>
<tr>
<td>400 PLM PtCl Grav. Red.</td>
<td>5/16/2016</td>
<td>Tan</td>
<td>0.0%</td>
<td>98.6%</td>
<td>1.4%</td>
<td>Chrysotile</td>
</tr>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Black</td>
<td>0%</td>
<td>100%</td>
<td>None Detected</td>
<td></td>
</tr>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Brown/Tan/White</td>
<td>15%</td>
<td>85%</td>
<td>&lt;1% Chrysotile</td>
<td></td>
</tr>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Brown/White</td>
<td>20%</td>
<td>80%</td>
<td>None Detected</td>
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</tr>
<tr>
<td>PLM</td>
<td>5/12/2016</td>
<td>Brown/White</td>
<td>15%</td>
<td>85%</td>
<td>&lt;1% Chrysotile</td>
<td></td>
</tr>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Black</td>
<td>40%</td>
<td>60%</td>
<td>None Detected</td>
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</table>

Test Report: EPA Method Test-7.3.2.D Printed: 5/16/2016 06:15PM
Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

<table>
<thead>
<tr>
<th>Client Sample ID:</th>
<th>HAB-1-Kitchen Wall Panel</th>
<th>Lab Sample ID:</th>
<th>041612518-0012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Description:</td>
<td>Kitchen Wall Panel</td>
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<thead>
<tr>
<th>ANALYZED DATE</th>
<th>COLOR</th>
<th>Non-Asbestos Fibrous (70%)</th>
<th>Non-Fibrous (30%)</th>
<th>Asbestos None Detected</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Brown/White</td>
<td>70%</td>
<td>30%</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Sample ID:</th>
<th>HAB-1-Mastic</th>
<th>Lab Sample ID:</th>
<th>041612518-0012A</th>
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<tbody>
<tr>
<td>Sample Description:</td>
<td>Grey Mastic</td>
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<table>
<thead>
<tr>
<th>ANALYZED DATE</th>
<th>COLOR</th>
<th>Non-Asbestos Fibrous (0%)</th>
<th>Non-Fibrous (96%)</th>
<th>Asbestos 4% Chrysotile</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLM</td>
<td>5/11/2016</td>
<td>Gray</td>
<td>0%</td>
<td>96%</td>
<td></td>
</tr>
<tr>
<td>400 PLM PicI Grav. Red.</td>
<td>5/16/2016</td>
<td>Gray</td>
<td>0.0%</td>
<td>97.5%</td>
<td>2.5% Chrysotile</td>
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</tbody>
</table>

Analyst(s):
- Benjamin Verghese - PLM (15)
- Nancy Stalter - PLM (2)
- Samantha Rundstorm-Cruz - 400 PLM PicI Grav. Red (2)
- 400 PLM PicI Grav. Red (3)

Reviewed and approved by:

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. This test report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. EMSL bears no responsibility for sample collection activities or analytical method limitations. The laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples. PLM alone is not consistently reliable in detecting asbestos in floor coverings and similar NOBs.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036

Initial report from: 05/12/2016 07:32:51

Test Report EPAMultiTests-7.32.2D Printed: 05/16/2016 06:15PM
APPENDIX B

QUALIFICATIONS
Nebraska Department of Health and Human Services  
Division of Public Health  
Licensure Unit • P.O. Box 94986 • Lincoln, NE 68509-4986

ADDRESS CHANGE FORM

<table>
<thead>
<tr>
<th>Name</th>
<th>First</th>
<th>Middle</th>
<th>Maiden</th>
<th>Last</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Address</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
<tr>
<td>New Address</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License/Certificate/Registration No.</th>
<th>Profession</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature

---

State of Nebraska  
Department of Health and Human Services  
Division of Public Health  

License Type: Asbestos Inspector

License No. 1260  Status: Active  
Stuart Jefka  
B2 Environmental, Inc  
4503 S 90th Street  
Omaha NE 68127  
Expires: 06/15/2017

- Please find enclosed your small-sized licensure/certification registration card, which shows the expiration date. You will be sent written notification of the need to renew your license/certification registration at least 30 days in advance of the expiration date.
- Please submit the Licensure Unit any change of address so that information may promptly reach you.
- You may update your address at http://dhhs.ne.gov/publichealth/pages/crl_crindex.aspx.
- If you have a name change or lose your card, please contact the Licensure Unit at 402-471-2115.

---

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

Important Document Enclosed Open Carefully

Stuart Jefka  
B2 Environmental, Inc  
4503 S 90th Street  
Omaha NE 68127
Thank You for the opportunity to bid on your upcoming project.

ESA, Inc. submits the following proposal:

Location: Per Survey by B2E

Base Proposal: ----------------Asbestos-------------------$2,000.00


Alt Proposal: -----------------Visual-----------------------$180.00

NOTE 1: Work Performed under The Nebraska Department of Health Asbestos Regulations.
NOTE 2: Above Base price does not include Final Visual Inspection or Final Air Testing for Asbestos.
NOTE 3: Normal Working 8:00AM To 4:00PM Monday through Friday
NOTE 4: No lead Paint Removal in Proposal.

This price includes all labor, material, notifications and disposal fees, 10M dollar occurrence insurance, OSHA Personal Air Monitoring and project documentation. All work will be done in accordance with Federal (EPA) and State (OSHA) guidelines for asbestos abatement work.

Payment to be made upon completion of project.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation for above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature: Ron Bruck Date: May 20, 2016

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Acceptance Signature: ___________________________ Date: ___________________________
May 24, 2016

ABC Abatement Company (ABC) is pleased to submit this proposal for asbestos abatement at 14414 South 156th Street in Springfield, Nebraska. This proposal outlines the scope of work and cost.

Scope of Work
ABC will provide asbestos abatement services in general accordance with the applicable federal, state, and local rules and regulations. ABC's scope of proposed services includes abatement of the following:

14414 South 156th Street
- approximately 150 SF of non-friable acm sheet flooring
- approximately 30 SF of non-friable acm gray mastic behind wall panels

Fees and Conditions
ABC proposes to perform the work for the following prices:

Total of Proposal: $1,840

The proposal includes the labor, materials, disposal, hiring a 3rd party for a final visual inspection and insurance required for completion of the work. ABC agrees to indemnify the owner/general contractor only to the extent that the loss or damage is caused by ABC.

Schedule
ABC will proceed after receipt of a signed copy of this proposal or contract, either via facsimile or mailed hard copy. Client will not have access to the areas during the abatement.

ABC appreciates the opportunity to provide these services. If you have any questions, or desire additional information, please do not hesitate to contact me at (402) 330-0763

Respectfully submitted,

ABC Abatement Company

[Signature]

Bob Arritt, CHMM, ASP
Principal

Accepted By: ___________________________ Date: ___________________________

Client Representative
For: Beth Garber
Purchasing / Contract Administrator
1210 Golden Gate Dr
Papillion, Nebraska 68046
Tel: 402.593-4476
Cell: 402.
Fax: 402.593-5793
Email:bgarber@sarpy.com

Project Location:
Residence/ Office
14414 S. 156th Street
Papillion, Nebraska 68059

Scope of Work -
Removal of 1 sink
Removal of 180 SF of Sheet Flooring from Kitchen and Dining Rooms

Lump Sum Price Including Notification fees and Final Air Clearance
$2,450.00

The price quoted includes all labor, materials, disposal, McGill standard insurance and typical wages. All work is performed in accordance with applicable federal, state and local laws. McGill Co. agrees to indemnify owner/general contractor only to the extent that the loss or damage is caused by McGill Co. Call 731-1717 if you have any questions or need additional information.

Electricity and water to be provided by owner.

Thank you for the opportunity to provide this quote.

Date: May 26, 2016

Robert Glore
McGill Asbestos Abatement Co., Inc. Sarpy County Courthouse
Robert Glore