PRRIP – ED OFFICE MEMORANDUM

TO: GOVERNANCE COMMITTEE

FROM: EXECUTIVE DIRECTOR'S OFFICE

SUBJECT: BINFIELD (0918) 2010004 EASEMENT AND RECOMMENDATION

DATE: June 9, 2011

The question is, "Should the Program buy out the balance of land rights at the Binfield property and if so at what price?"

When the Program purchased the Binfield property (2010004) the title came with a 1983 easement in favor of the Whooping Crane Trust (WCT). The map attached shows the easement marked in blue hash marks. The land we bought is bounded by yellow and the land Binfield kept is cross hatched in black. You can see not all the blue hash area is covered by one owner so interpretation of the value was needed to decide how much to value the easement that was within our purchase. When the GC voted to purchase this tract of land in 2010 you identified it as a property you wished to hold on to in order to reduce the potential management conflicts that might happen with multiple owners.

Discussion happened at the April 2011 LAC about the need to buy out this easement. Some individuals felt the easement was protecting the land and did not see the value in buying the land, believing it was protected, and certainly not something we should spend money on to purchase the easement. Others felt the easement has flaws and could relatively easily be declared unenforceable. Further, with an easement in place, there is the potential of adding additional steps and complications to the Program's Land Management Planning Process. For this contingent, consolidating ownership rights simplified management of the Property in the future.

Recent calls from past hunters asking the Program to allow them to hunt as they have for decades brings to light additional cracks in the easement. The easement calls for no waterfowl hunting and no other type hunting on the land within areas of the easement. Structures are not to be built on the eased property. Calls indicate that provision is not being followed. Note the two structures in the southern portion of the land not far from the river's edge.

The program will be putting $50,000.00 to $80,000.00 into restoration of this land that amounts to deferred maintenance of the area. These costs will come in the form of tree and shrub removal, fence repairs; gate installations and general clean up of the area.

The appraisal identified that this easement was valued at $420,000.00 across the entire property. When applying simple area ratios to establish value to the area involved, a value of $320,000.00 is calculated. The LAC thought $320,000.00 was too much for the easement. The LAC could not recommend we purchase the easement at this value but saw value in continuing to discuss getting back all the land rights at this property. The LAC asked me to talk to the Whooping Crane Trust (WCT) about some reduction in that value. We discussed the option of doing some habitat work on WCT land that would both help our needs on the river and directly reduce the price of work being done on WCT. WCT has less interest in us paying for work being done and would favor cash or possibly some exchange of other lands they own.

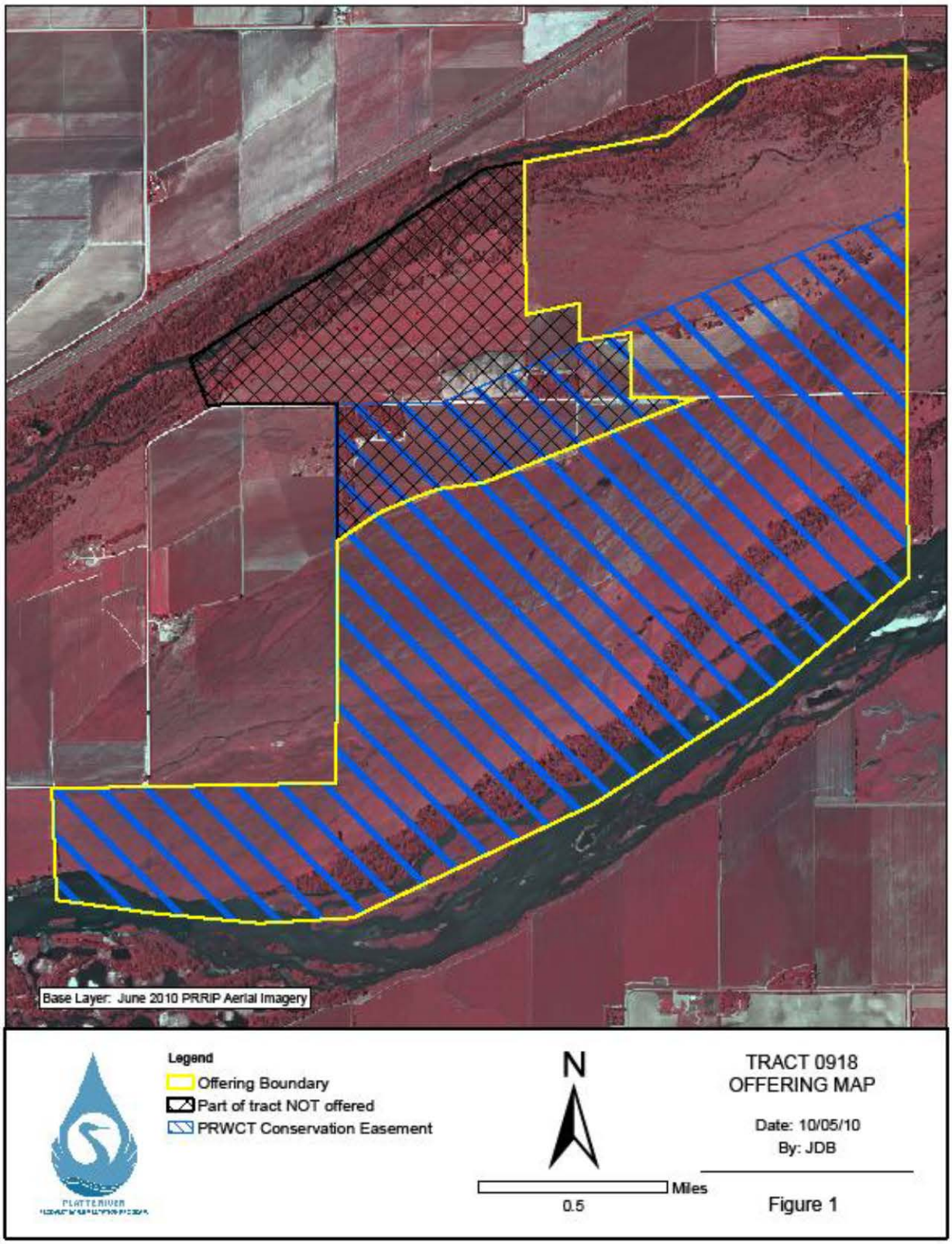
The appraised easement value includes all the Binfield property and is in two parts. The total land appraised was 1,818.33 acres. PRRIF purchased 1,525.88 acres. Of the remaining acres held by the Binfield family only about 100 acres remain under easement.

1,818.33 acres	per acre
Appraised value before easement	$2,051.00
Appraised value after easement	$1,798.35
Reduction in value	$ 252.65

We paid $1,900 per acre for 1,525 acres of Binfield land.
We feel the easement value was reduced by the negotiated value of the sale taking it down to $150 per acre ($2,051 - $1900 = $150) on about 1,325 acres of the 1,525 we bought. That calculation leaves us with a $198,750.00 value for the easement.

Due to many factors including lack of monitoring, lack of defense of the easement, lack of caring out provisions in the easement for land management it is apparent that WCT has neglected many parts of the easement. As a result much of the easement value has been lost. Upon a court test we feel the easement will be found unenforceable. A court battle would however, cause several issues among the conservation owners and nongovernmental groups. It would be best to allow everyone to save face by not pushing for court action, making an agreement allowing the WCT to sell the easement to PRRIF without making any claims of misdoing and providing compensation equaling a number that is acceptable to all parties.

A suggested settlement price of $100,000.00 to get the full title back in PRRIF is recommended.


Base Layer: June 2010 PRRIP Aerial Imagery
Legend
Offering Boundary
Part of tract NOT offered
PRWCT Conservation Easement
N
Miles
0.5
TRACT 0918
OFFERING MAP
Date: 10/05/10
By: JDB
Figure 1

82-002833

COPY

EASEMENT GRANT

In consideration of Ten Dollars ($10.00), the exchange of property and other valuable consideration, receipt of which is hereby acknowledged, BINFIELD CORPORATION, a Nebraska Corporation, Grantor, does hereby grant, bargain, sell and convey unto PLATTE RIVER WHOOPING CRANE MAINTENANCE TRUST, INC., a Nebraska non-profit corporation ("Grantee"), a perpetual easement over and upon the following-described real estate:

TRACT I

Lot One (1) Island, in the Northeast Quarter (NE¼), Section Sixteen (16); Lots One (1), Two (2), and Three (3) Island, Section Fifteen (15); Lot Two (2) Island, (sometimes referred to as the Southeast Quarter of the Southeast Quarter (SE¼SE¼), Section Ten (10); the Northwest Quarter of the Northeast Quarter (NW¼NE¼), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Section Eleven (11), All Township Nine (9) North, Range Eleven (11), and also that Part of the East Half (E½) of Section Ten (10) and Part of the Southeast Quarter (SE¼) of Section Two (2), and Part of the Northwest Quarter (NW¼) of Section Eleven (11), All Township Nine (9), North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

All that Part of the East Half (E½) of Section Ten (10), the Northwest Quarter (NW¼) of Section Eleven (11), and the Southeast Quarter (SE¼) of Section Two (2), lying South of a line which commences 1,976.25 ft. South of the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of said Section Ten (10), thence running Northeasterly along a line which forms an angle in the Northeast quadrant of 67°44'30" a distance of 5,457.04 ft. to a point on the South line of Section Two (2); thence Easterly along and upon the South line of said Section Two (2), a distance of 232.95 ft. to the South Quarter (S¼) corner of the Southeast Quarter (SE¼) of said Section Two (2); thence proceeding Easterly along the South line of Section Two (2), a distance of 425.19 ft., thence deflecting left 41°10'33" and running in a Northeasterly direction a distance of 3,078.45 ft. to a point on the East line of Section Two (2), All Township Nine (9) North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska, as shown on plat of Benjamin & Associates dated 3/19/82 hereto attached, marked Exhibit A and made a part hereof.

7-9-82

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TRACT II

A Tract of Land comprising a part of the Northeast Quarter (NE¼) of Section Ten (10); part of the Southeast Quarter (SE¼) of Section Three (3); part of the South Half (S½) of Section Two (2); and part of the Northwest Quarter of Section Eleven (11), all in Township Nine (9) North, Range Eleven (11) West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE¼) of said Section Ten (10); thence Easterly along the North line of said Section Ten (10), a distance of One Thousand Three Hundred Eighty-Eight and Sixty-Three Hundredths (1,388.63) feet; thence deflecting left 20°16'53" and running Northeasterly, a distance of Seven Thousand Sixty-Three and Nine Tenths (7,063.9) feet to the East line of said Section Two (2); thence Southerly along the East line of said Section Two (2), a distance of Four Hundred Twenty-Three and Forty-Five Hundredths (423.45) feet; thence deflecting right 47°36'52" and running Southwesterly, a distance of Three Thousand Seventy-Eight and Forty-Five Hundredths (3,078.45) feet to the South line of said Section Two (2); thence Westerly along the South line of said Section Two (2), a distance of Four Hundred Twenty-Five and Nineteen Hundredths (425.19) feet to the South One Quarter (S¼) corner of said Section Two (2); thence Westerly along the South line of said Section Two (2), a distance of Two Hundred Thirty-Two and Ninety-Five Hundredths (232.95) feet; thence deflecting left 21°30'30" and running Southwesterly, a distance of Five Thousand Four Hundred Fifty-Seven and Four Hundredths (5,457.04) feet to the West line of the Northeast Quarter (NE¼) of said Section Ten (10); thence Northerly along the West line of said Northeast Quarter (NE¼), a distance of One Thousand Nine Hundred Seventy-Six and Twenty-Five Hundredths (1,976.25) feet to the place of beginning and containing 249.193 acres more or less, together with all accretions to the above-described Tracts I and II (said real estate and all accretion thereto being hereafter referred to as the "Premises"),

upon the following terms and conditions:

I. COVENANTS RELATING TO THE ENTIRE PREMISES (TRACT I and II).

A. Grantor hereby grants and conveys unto Grantee an easement of ingress and egress over and upon the above-described Premises for the following purposes:

1. To inspect the Premises to determine whether the covenants and conditions contained in this Easement Grant are being performed and complied with by the Grantor;

2. To conduct scientific tests, inspections, experiments, investigations and research relating to the maintenance and enhancement of habitat for Whooping Cranes, Sandhill Cranes and other migratory birds, provided that such activities do not unreasonably interfere with the permitted agricultural uses hereinafter described;

3. To manage vegetation and other wildlife habitat in the Platte River, such management practices to include plowing, discing, burning, cutting, use of chemical herbicides, dredging, damming, diversion of water, and such other management practices as Grantee deems reasonably necessary or advisable for the preservation, maintenance and enhancement of the Platte River and the islands and sandbars therein as habitat for Whooping Cranes, Sandhill Cranes and other migratory birds. All responsibility for the costs and expenses of carrying out the aforesaid management activities and obtaining the necessary local, state and federal permits therefor shall be borne by the Grantee. Grantee's use will not unreasonably interfere with Grantor's use of the Premises.

B. There shall be no mining or other extraction of sand, gravel, or other materials.

C. There shall be no hunting of Whooping Cranes or Sandhill Cranes.

D. There shall be no hunting of other migratory waterfowl, except by the present owners of the Premises and their invited guests. There shall be no leasing of waterfowl hunting rights after 1987 without the prior written consent of the Grantee.

E. Notwithstanding the provisions of Subparagraph D, immediately above, there shall be no hunting or trapping of any kind, if at any time or from time to time the Grantee reasonably determines that such hunting or trapping might be detrimental to the value or utility of the Premises as habitat for migrating Whooping Cranes or Sandhill Cranes.

F. Except for hunting rights referred to in Subparagraph 1.D and 1.E hereof, there shall be no other public access to the Premises without the prior written consent of the Grantor.

G. Except as herein specifically permitted, there shall be no development of the Premises for industrial, commercial, recreational or residential purposes.

H. There shall be no operation of motorized vehicles or equipment on the Premises, from February 15 to May 1 of each year and anytime that whooping cranes occupy the Premises except as necessary to carry out the activities which are expressly permitted herein.

I. The Grantor shall cooperate with and assist the Grantee in applying for, obtaining, protecting, maintaining and enhancing any and all surface water and ground water rights and privileges relating to the Premises which the Grantee shall deem necessary or desirable for the management, maintenance or development of the Premises for the purposes enumerated in Subparagraph 1.A hereof. All expenses necessarily incurred by the Grantor in the performance of the covenants contained in this Subparagraph 1 shall be paid by the Grantee.

J. The Grantor shall pay all regular and special real estate taxes levied against the Premises.

II. COVENANTS RELATING TO TRACT I. (SOUTH PORTION-PERPETUAL GRASS LANDS)

A. Tract I of the Premises is legally described as follows:

> Lot One (1) Island, in the Northeast Quarter (NE¼), Section Sixteen (16); Lots One (1), Two (2), and Three (3) Island, Section Fifteen (15); Lot Two (2) Island, (sometimes referred to as the Southeast Quarter of the Southeast Quarter (SE¼SE¼), Section Ten (10); the Northwest Quarter of the Northeast Quarter (NW¼NE¼), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Section Eleven (11), All Township Nine (9) North, Range Eleven (11), and also that Part of the East Half (E½) of Section Ten (10) and Part of the Southeast Quarter (SE¼) of Section Two (2), and Part of the Northwest Quarter (NW¼) of Section Eleven (11), All Township Nine (9) North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:
>
> > All that Part of the East Half (E½) of Section Ten (10), the Northwest Quarter (NW¼) of Section Eleven (11), and the Southeast Quarter (SE¼) of Section Two (2), lying South of a line which commences 1,976.25 ft. South of the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of said Section Ten (10), thence running

Northeasterly along a line which forms an angle in the Northeast quadrant of 67°44'30" a distance of 5,457.04 ft. to a point on the South line of Section Two (2); thence Easterly along and upon the South line of said Section Two (2), a distance of 232.95 ft. to the South Quarter (S¼) corner of the Southeast Quarter (SE¼) of said Section Two (2); thence proceeding Easterly along the South line of Section Two (2), a distance of 425.19 ft., thence deflecting left 41°10'33" and running in a Northeasterly direction a distance of 3,078.45 ft. to a point on the East line of Section Two (2), All Township Ten (10) North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska, as shown on plat of Benjamin & Associates dated 3/19/82 hereto attached, marked Exhibit A and made a part hereof, together with all accretions to the above-described premises (said real estate and all accretions thereto being referred to as "Tract I").

B. Grantor shall occupy and use Tract I only for the following agricultural uses: Livestock pasturing, haying, and native grass seed production (hereinafter referred to as "Permitted Uses").

C. The Grantor shall manage Tract I in a way that will promote the maintenance and enhancement of warm season native grass and forb species. Management practices for the Permitted Uses shall maintain the diversity and productivity of native natural grass and forb species. The following mangement practices shall be permissible, unless at any time, in the reasonable opinion of the Grantee, they adversely affect the quality or utility of Tract I as habitat for Whooping Cranes, Sandhill Cranes, or other migratory birds; rotation grazing programs; burning to control cool season grasses and brush; application of animal waste fertilizer, mechanical weed control; interseeding of specific native grass or forb species to promote native grass species diversity and vigor. Other management practices, including the use of herbicides to promote warm season grass diversity and vigor or to control noxious weeds, irrigation or application of chemical fertilizers to maintain or enhance the diversity, vigor or productivity of warm season grass species, shall be permissible if agreed upon in advance in writing between the Grantor and the Grantee.

D. Existing roads and paths on Tract I may be maintained and repaired, but no new roads may be built without the prior written consent of the Grantee. Non-agricultural uses of vehicles off roads, will not be allowed if Grantee reasonably determines it will adversely affect the purposes of the Easement.

E. The following management practices shall be prohibited upon Tract I:

1. Plowing, discing, or any similar activity that would disturb the native grass cover provided that such activity shall be permitted if necessary to construct stock watering ponds which in the aggregate occupy an area of not to exceed five acres;
2. Construction or maintenance of any drainage system that might lower the water table on any part of Tract I.

F. No structures, buildings or facilities shall be constructed upon Tract I except corrals and stock watering facilities with associated sun shades and perimeter and cross fences, necessary for the management of livestock pasturing on Tract I.

III. COVENANTS RELATING TO TRACT II (NORTH TRACT-RESTRICTED AREA)

A. Tract II is legally described as follows:

A Tract of Land comprising a part of the Northeast Quarter (NE¼) of Section Ten (10); part of the Southeast Quarter (SE¼) of Section Three (3); part of the South Half (S½) of Section Two (2); and part of the Northwest Quarter of Section Eleven (11), all in Township Nine (9) North, Range Eleven (11) West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE¼) of said Section Ten (10); thence Easterly along the North line of said Section Ten (10), a distance of One Thousand Three Hundred Eighty-Eight and Sixty-Three Hundredths (1,388.63) feet; thence deflecting left 20°16'53" and running Northeasterly, a distance of Seven Thousand Sixty-Three and Nine Tenths (7,063.9) feet to the East line of said Section Two (2); thence Southerly along the East line of said Section Two (2), a distance of Four Hundred Twenty-Three and Forty-Five Hundredths (423.45) feet; thence deflecting right 47°36'52" and running Southwesterly, a distance of Three Thousand Seventy-Eight and Forty-Five Hundredths (3,078.45) feet to the South line of said Section Two (2); thence Westerly along the South line of said Section Two (2), a distance of Four Hundred Twenty-Five and Nineteen Hundredths (425.19) feet to the South One Quarter (S¼) corner of said Section Two (2); thence Westerly along the South line of said Section Two (2), a distance of Two Hundred Thirty-Two and Ninety-Five Hundredths (232.95) feet; thence deflecting left

21°30'30" and running Southwesterly, a distance of Five Thousand Four Hundred Fifty-Seven and Four Hundredths (5,457.04) feet to the West line of the Northeast Quarter (NE¼) of said Section Ten (10); thence Northerly along the West line of said Northeast Quarter (NE¼), a distance of One Thousand Nine Hundred Seventy-Six and Twenty-Five Hundredths (1,976.25) feet to the place of beginning and containing 249.193 acres more or less, together with all accretions to the above-described premises, said real estate and all accretions thereto being referred to as "Tract II").

B. In addition to the uses permitted on Tract I, the Grantor may occupy and use Tract II for production of agricultural crops and animal husbandry.

C. Permissible crop management practices on Tract II shall be those customarily used in agricultural crop production, including but not limited to plowing; discing; chemical fertilization; chemical pest and weed control; and irrigation.

D. Permissible animal husbandry practices on Tract II shall be those customarily used in the husbandry of sheep, cattle and hogs, or such other livestock operations that the Grantor may wish to pursue, except that the size of such operations will not unreasonably interfere, as determined by the Grantee, with the easement rights on Tract I. For purposes of establishing a scale of permitted animal husbandry operations on Tract II, the Grantor may establish an open lot cattle feeding operation of up to Five Hundred (500) head or a hog operation of Sixty (60) sows, and/or One Thousand Five Hundred (1,500) feeder hogs. The above livestock numbers may be exceeded if the livestock involved are confined to buildings that do not occupy more than Two and One-Half (2½) acres of real estate.

E. The construction and maintenance of residences and other buildings, structures and facilities necessary for the permitted agricultural operations on Tracts I and II shall be permitted. In addition to the main farm residence, a total of not more than five (5) residences may be constructed and maintained on the following-described real estate:

Quarter (NW1/4NE1/4), Section Ten (10), and the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4), Section Two (2), both Township Nine (9) North, Range Eleven (11), West of the 6th P.M., Hall County, Nebraska,

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except that no more than two (2) of the said six (6) houses shall be occupied by a person or persons other than Binfield family members. No new residences, except those constructed to replace existing residences, shall be constructed after the year 2050.

F. Drainage systems which cause a lowering of the water table on Tract I are prohibited.

G. Drainage over and onto Tract I, which contains toxic materials which the Grantee reasonably determines may be detrimental to the value or utility of Tract I as habitat for Whooping Cranes, Sandhill Cranes or other migratory birds, is prohibited.

IV. ADDITIONAL COVENANTS RELATING TO THE ENTIRE PREMISES (TRACT I AND II)

A. This Easement is granted under and in accordance with the laws of the State of Nebraska, incluidng but not limited to the Nebraska Conservation and Preservation Easements Act (Sections 76-2,111 to 76-2,118 inclusive, R.R.S. 1943).

B. All the covenants and conditions herein contained shall run with the land, and shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective heirs, personal representatives, successors and assigns, in perpetuity, and shall be enforceable at law or in equity.

C. Until January 1, 2050, if Grantor, its successors or assigns, desires to sell Tract I or Tract II or both, or any part thereof, it shall first notify Grantee in writing of such intention to sell and of the bona fide asking price for such property or properties, and the Grantee is given the exclusive option for a period of twenty (20) days after receipt of such notice to purchase such property by notifying Grantor in writing of its intention to purchase said property accompanied by a bank draft or cashier's check for 15% of the asking price. If the option is so exercised, the parties agree that within sixty (60) days after the exercise of option, sale shall be completed upon delivery to

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82-002833

Grantee of a Warranty Deed and Abstract of Title showing Grantor to be the owner of a good and sufficient marketable title, free of liens and taxes, and simultaneous therewith, Grantee shall deliver to Grantor payment of the balance of the purchase price. Grantor is given the option of providing a title insurance policy in lieu of an Abstract of Title. The option given to Grantee herein shall not apply to the sale of any of the described property at public sale or auction or any sale to a Binfield family member, but Grantor agrees to notify Grantee in writing of any proposed public sale or auction of such property at least ten (10) days prior to any proposed sale.

TO HAVE AND TO HOLD the above and foregoing Easement and all of the tenements and hereditaments thereunto pertaining unto the Grantee and its successors and assigns forever.

DATED this 18th day of ~~April~~ May, 1982, at Grand Island, Hall County, Nebraska.

BINFIELD CORPORATION, A Nebraska Corporation, Grantor

By Kent A. Binfield
President

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

Now on this 18 day of ~~April~~ May, 1982, personally appeared before me, a Notary Public in and for said County, Kent A. Binfield, President of BINFIELD CORPORATION, to me personally known to be the identical person who signed the foregoing Easement Grant, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation for the purposes therein set forth.

Witness my hand on the day and year first above written.

William H. Riley
Notary Public

GENERAL NOTARY-State of Nebraska
WILLIAM H. RILEY
My Comm. Exp. Aug. 30, 1983

82—002833

ACCEPTANCE

PLATTE RIVER WHOOPING CRANE MAINTENANCE TRUST, INC., a Nebraska Nonprofit Corporation, hereby accepts the foregoing Easement Grant.

Dated this 15th day of ~~April~~ May, 1982.

PLATTE RIVER WHOOPING CRANE
MAINTENANCE TRUST, INC., A
Nonprofit Corporation, Grantee,

By [signature]
~~Executive Director~~ President

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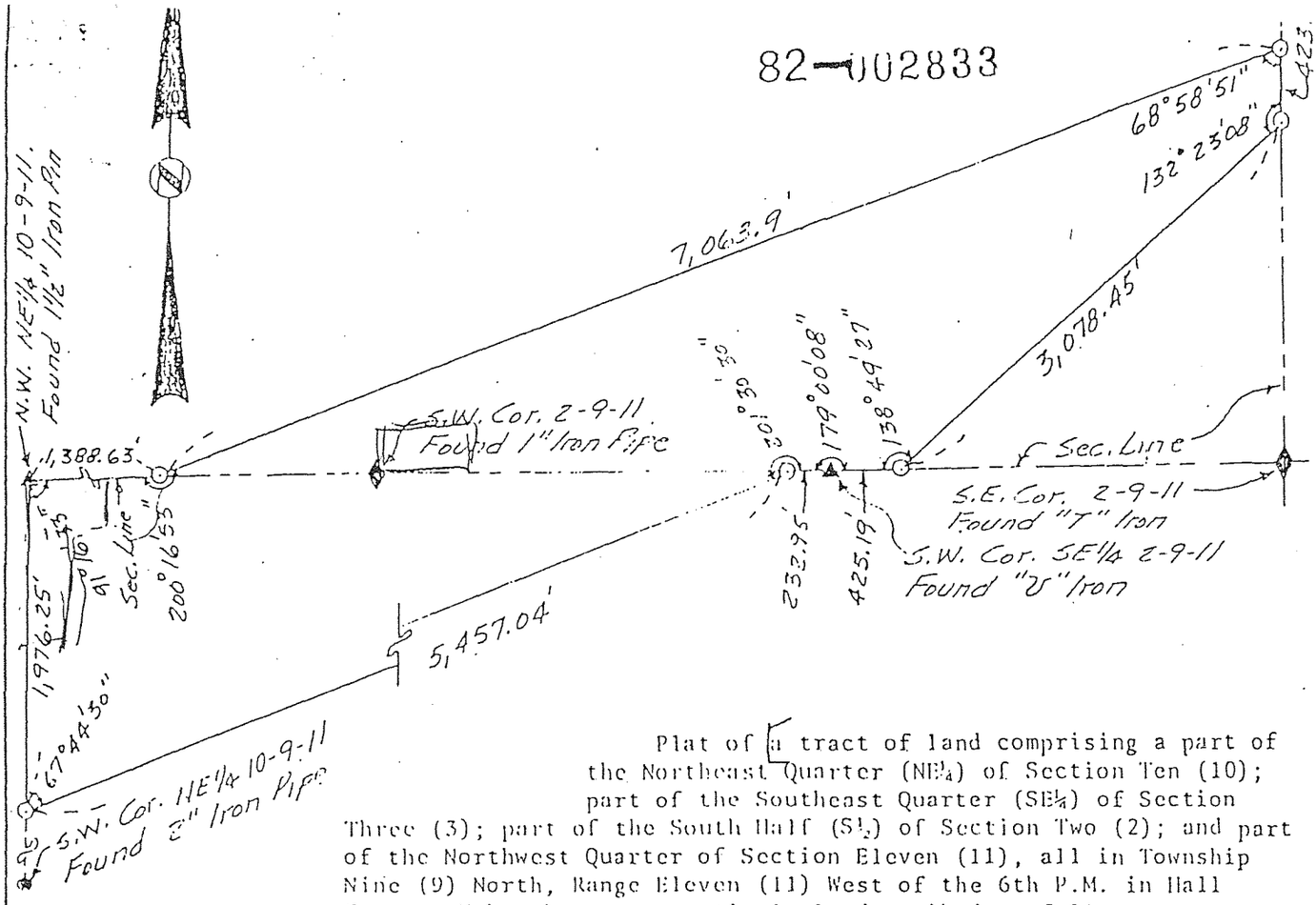
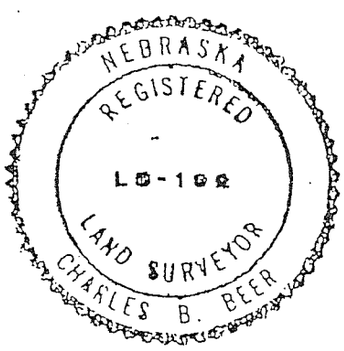
40-21 39114



Plat of a tract of land comprising a part of the Northeast Quarter (NE¼) of Section Ten (10); part of the Southeast Quarter (SE¼) of Section Three (3); part of the South Half (S½) of Section Two (2); and part of the Northwest Quarter of Section Eleven (11), all in Township Nine (9) North, Range Eleven (11) West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of the Northeast Quarter (NE¼) of said Section Ten (10); thence easterly along the north line of said Section Ten (10), a distance of One Thousand Three Hundred Eighty Eight and Sixty Three Hundredths (1,388.63) feet; thence deflecting left 20° 16' 53" and running northeasterly, a distance of Seven Thousand Sixty Three and Nine Tenths (7,063.9) feet to the east line of said Section Two (2); thence southerly along the east line of said Section Two (2), a distance of Four Hundred Twenty Three and Forty Five Hundredths (423.45) feet; thence deflecting right 47° 36' 52" and running southwesterly, a distance of Three Thousand Seventy Eight and Forty Five Hundredths (3,078.45) feet to the south line of said Section Two (2); thence westerly along the south line of said Section Two (2), a distance of Four Hundred Twenty Five and Nineteen Hundredths (425.19) feet to the South One Quarter (S¼) corner of said Section Two (2); thence westerly along the south line of said Section Two (2), a distance of Two Hundred Thirty Two and Ninety Five Hundredths (232.95) feet; thence deflecting left 21° 30' 30" and running southwesterly, a distance of Five Thousand Four Hundred Fifty Seven and Four Hundredths (5,457.04) feet to the west line of the Northeast Quarter (NE¼) of said Section Ten (10); thence northerly along the west line of said Northeast Quarter (NE¼), a distance of One Thousand Nine Hundred Seventy Six and Twenty Five Hundredths (1,976.25) feet to the place of beginning and containing 249.193 acres more or less.

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.



Charles B. Beer

Charles B. Beer L.S. 192

BENJAMIN & ASSOCIATES, INC., - ENGINEERS & SURVEYORS - P.O. BOX 339 - GRAND ISLAND, NEBRASKA

Scale 1" = 1,000'

MARCH 19, 1982

EXHIBIT A

PORTION OF EASEMENT OFFERED FOR SALE - 8.22 Ac.

TRACTS I (Restrictive Easement)

TRACT II Less restrictive easement

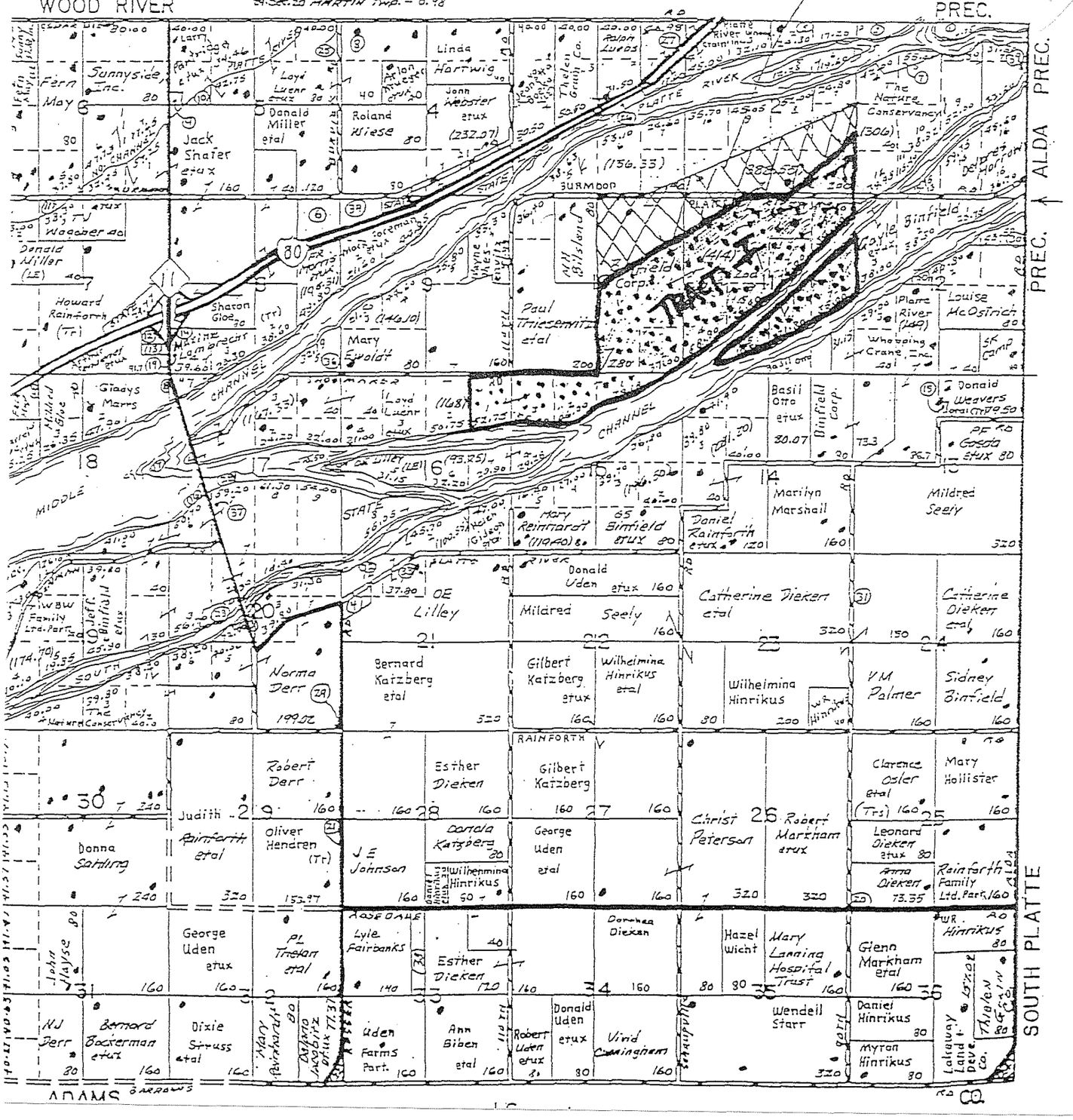
OOD RIVER SO. PART MARTIN E. PART

N R-11W OF 6TH P.M.

.1 Donovan Foote, etal - 7.60
.1 Walter Lvers, etal - 7
.20 OE Lilley, etal. (LE) - 21.10
.21 Duane Westcott, etux - 10
.22 Jerry Kingsley, etux - 42
.28 Erwin Lillienthal, etux - 37.71
.1 STATE - 13.71
.4 Charles Riesland, etal - 0.94
.3 KNECHT SUB
.5 Oswald Sorensen - 9.29
.7 Douglas Cooner, etux - 3.5
.7 BABEL SUB

15. Sec. 7 Wood River Rural, Inc. - 3.48
14. Sec. 5 SE Dist. Co. - 4.55
15. Sec. 13 Donald Weavers, etux - 0.5
16. Sec. 18 Ray, DeMars, etux - 4.39
17. Sec. 19 John Sjaas, etal - 1
18. Sec. 19 HALL Co. - 0.62
19. Sec. 8 Galen Lamorecht, etux - 0.92
20. Sec. 25 Leonard Dieken - 4.65
21. Sec. 24 Victor Lamorecht, etux - 6.03
22. Sec. 32 HALL Co. - 2.62
23. Sec. 20 Neal Sidders, etux - 11.48
24. Sec. 36 HALL Co. - 2.91
25. Sec. 5 Evangelical Assn. of N.A., (Tr) - 1
26. Sec. 3 Nicholas Weber, etal - 5.50
27. Sec. 3 LD Wojtaszewski - 46.98
28. Sec. 17 Roberta Stewart - 14.5
29. Sec. 20 MARTIN Twp. - 0.98

30. Sec. 12 Clayton Meyer, etux - 38
31. Sec. 24 Myron Hinrikus, etux - 10
32. Sec. 21 Helen Gideon - 1.06
33. Sec. 21 William Van Meter, etux - 3.84
34. Sec. 9 Larry Wojtaszewski - 40.76
35. Sec. 23 Daniel Hinrikus, etux
36. Sec. 8 Galen Lambrecht, etux - 32
37. Sec. 17 Neal Sidders, etux
38. Sec. 33 Muckels Aerial Inc. - 20
39. Sec. 1 Platte River Whooping Crane Main. Tr. - 57.6

TRACT II

lessee: Larry Wojtaszewski
Stan Rehtr