

**Finance, Expenditure & Legal
Subcommittee Meeting
May 12, 2005
7:00 p.m.
Agenda**

Finance, Expenditure & Legal Subcommittee Members:

Dick Connealy, Chairperson
Tim Fowler, Vice-Chairperson
John Conley
Dorothy Lanphier
Jim Thompson

Alternate Members: John Schwope
Rich Tesar

Staff Liaison: Jim Becic
Jerry Herbster
Jack Lawless *
Trent Heiser

1. Meeting Called to Order – Chairperson Connealy
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Transfer of Lands to the Fish and Wildlife Service – Jim Becic
6. Review and Recommendation on G&G Property Donation for Elkhorn River Public Access Site – Dick Sklenar
7. Review and Recommendation on Deposit of Condemnation Award in Sarpy County Court for West Branch Channel Project ROW (Dittus) [*Executive Session*] – Martin Cleveland
8. Other Items of Interest
9. Adjourn

Memo

To: Finance, Expenditure and Legal Subcommittee

From: Jim Becic

Re: Transfer of Lands to the Fish and Wildlife Service

Date: 29 April, 2005

For a variety of reasons, the 250 acre Nathan's Lake site, the 400.17 acre Stratbucker property, the 40.43 acre Nebraska Board of Educational Lands and Funds parcel and the 19.96 acre Rogers' tract were not transferred to the US Fish and Wildlife Service (F&WS), in 1997 at the time the original Boyer Chute National Wildlife Refuge was created.

With the exception of the \$54,000.00 paid for the Rogers' tract, (purchased in December, 2002 by the NRD at the request of the F&WS to facilitate a timely acquisition of the parcel from a willing seller), the intent of the Board from the initial Boyer Chute acquisition in the early 1990's, was to gift these lands to the U.S. Fish and Wildlife Service for incorporation into the Boyer Chute National Wildlife Refuge as soon as timing was appropriate.

It is the staff recommendation that the Finance, Expenditure and Legal Subcommittee recommend to the Board that the General Manager be authorized to sign the AGREEMENT FOR THE PURCHASE OF LANDS transferring ownership of the 250 acre Nathan's Lake site, the 400.17 acre Stratbucker property, the 40.43 acre Nebraska Board of Educational Lands and Funds parcel and the 19.96 acre Rogers' tract, more or less, to the United States Fish and Wildlife Service for the purchase price of Fifty Four Thousand Dollars (\$54,000.00), subject to changes deemed necessary as to form by District legal counsel.



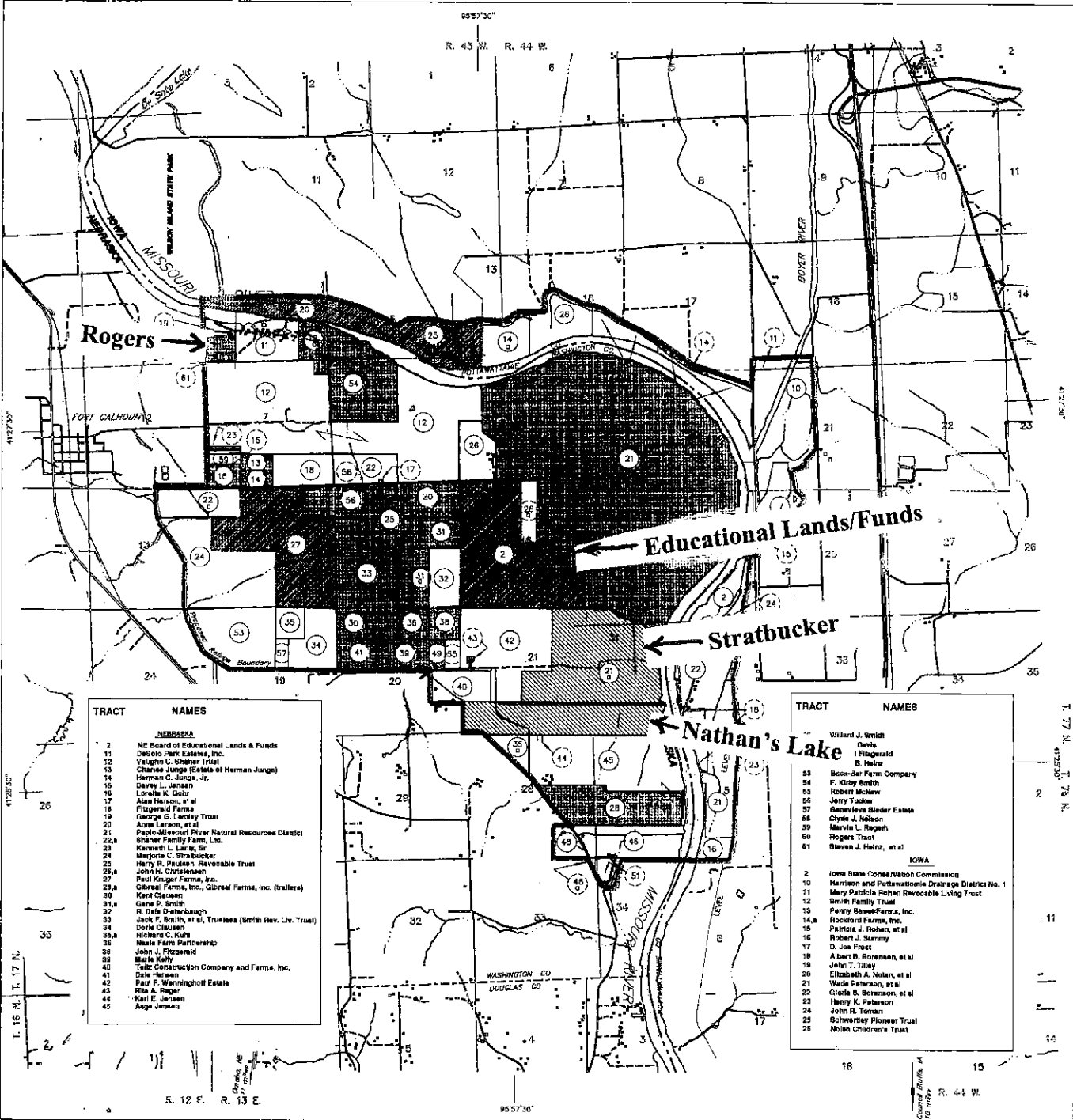
U.S. Fish & Wildlife Service

BOYER CHUTE
National Wildlife Refuge
 Washington County, Nebraska
 Pottawattamie County, Iowa

ACQUISITION STATUS - FY2003

UNITED STATES
 DEPARTMENT OF THE INTERIOR

UNITED STATES
 FISH & WILDLIFE SERVICE



TRACT	NAMES
NEBRASKA	
2	NE Board of Educational Lands & Funds
11	Deloitte Park Estates, Inc.
12	Vaughn C. Sather Trust
13	Charles Jungo (Estate of Herman Jungo)
14	Herman C. Jungo, Jr.
15	Devey L. Jensen
16	Lorale K. Gutz
17	Alan Haveloc, et al
18	Fitzgerald Farms
19	George G. Lantley Trust
20	Acme Larson, et al
21	Papio-Missouri River Natural Resources District
22a	Shaver Family Farm, Ltd
23	Kanoush L. Lantz, Jr.
24	Margerie C. Stratbukcker
25	Harry R. Paulsen Revocable Trust
26a	John H. Christensen
27	Paul Kruger Farms, Inc.
28a	Gibrel Farms, Inc., Gibrel Farms, Inc. (trallera)
29	Kent Clausen
31a	Cene P. Smith
32	R. Dale Diehnbach
33	Jack P. Smith, et al, Trustees (Smith Rev. Liv. Trust)
34	Doris Clausen
35a	Richard C. Kuhl
36	Maple Farm Partnership
38	John J. Fitzgerald
39	Maple Kelly
40	Telco Construction Company and Farms, Inc.
41	Dale Hansen
42	Paul F. Worthington Estate
43	Rita A. Reager
44	Karl E. Jensen
45	Aage Jensen

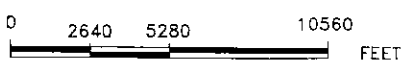
TRACT	NAMES
IOWA	
2	Willard J. Smith
11	Davis
12	F. Hagedaal
13	B. Heitz
58	Brown-Deer Farm Company
54	F. Kirby Smith
55	Robert McNew
56	Jerry Tucker
57	Genevieve Steider Estate
58	Clyde J. Nelson
59	Mervin L. Ragan
60	Rogers Tract
61	Steven J. Heitz, et al
IOWA	
2	Iowa State Conservation Commission
10	Harrison and Pottawattamie Drainage District No. 1
11	Mary Patricia Nathan Revocable Living Trust
12	Smith Family Trust
13	Perry Brown Farms, Inc.
14a	Rockford Farms, Inc.
15	Patricia J. Rosen, et al
16	Robert J. Murray
17	D. Joe Frost
18	Albert B. Branssen, et al
19	John T. Wiley
20	Elizabeth A. Nolan, et al
21	Wade Peterson, et al
22	Gloria S. Brownson, et al
23	Henry K. Peterson
24	John R. Toman
25	Schwartz Pioneer Trust
26	Nolan Children's Trust

COMPILED BY THE USFWS
 DIVISION OF REALTY
 DIVISION OF REFUGE PLANNING
 FROM SURVEYS BY THE BLM, USGS, & USFWS

UTM NAD27 - ZONE 14
 NE COORDINATE SYSTEM -- SOUTH ZONE

DENVER, COLORADO OCTOBER 2003

	FEE ACQUISITIONS (CURRENT TO 9/31/03)		PENDING TRANSFER
	TARGET ACQUISITIONS IN 2004		



6R NE 1264

**UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE**

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT, made and entered into this ___ day of _____, 2005, by and between Papio-Missouri River Natural Resources District, a government subdivision of the State of Nebraska, of 8901 S. 154th St., Omaha, Nebraska 68138 through Steven G. Oltmans, its General Manager, hereinafter styled the Vendor(s), for itself, its successors and assigns, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his or her authorized representative.

WITNESSETH:

1. In consideration of **ONE DOLLAR (\$1.00)** in hand paid by the United States, the receipt of which is hereby acknowledged, the Vendor(s) agree(s) to sell to the United States certain lands upon the terms and conditions hereinafter set forth, and for the price of **FIFTY FOUR THOUSAND AND NO/100 DOLLARS (\$54,000.00)** lump sum for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging, owned by them, situate and lying in the County of Washington, State of Nebraska, containing 710.43 acres, more or less, and are particularly described as follows:

See **EXHIBIT A**, attached and made a part of this Agreement

2. The Vendor agrees that it has full right, power, and authority to convey, and that they will convey to the United States the fee simple title thereto clear, free, and unencumbered, except subject to the following easements or reservations:

a. Existing rights-of-way for highways, railroads, roads, canals, ditches, laterals, electric transmission lines and telegraphs, telephone, and cable lines, including statutory road easements.

b. Any oil gas or mineral rights of record reserved to or outstanding in third parties.

c. Rights of the United States and third parties, if any, as provided by the patents.

d. All of the terms and conditions contained in the ASARCO INCORPORATED PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT PROJECT MANAGEMENT AGREEMENT dated September 13, 1996 and filed of record in Book 258 at Pages 687-699 in the official records of the Washington County,

Nebraska Clerk and Recorder on October 9, 1996.

e. Pertaining to the above described lands located in Section Sixteen (16), Township Seventeen (17) North, Range Thirteen (13) East of the Sixth Principal Meridian: subject to a reversionary interest held by the Board of Educational Lands and Funds of the State of Nebraska.

3. The Vendor further agrees not to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the United States of America by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Vendor(s); and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Vendor further agrees that during the period covered by this instrument, officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them.

5. The Vendor will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands of such character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation and operation of any rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of areas under and in compliance with the Act of October, 1966 (80 Stat. 926), as amended.

6. The Vendor hereby represents that to the best of its knowledge, the real property has not been used as a landfill, a dump site, or in connection with the disposal of hazardous materials. Vendors have no knowledge of any manufacturing, processing, treating, dumping, burying, storing, transporting, handling, or utilization of hazardous materials on, in, or under the real property.

7. The Vendor, to the best of its knowledge, knows of no existing dispute, claim, or action involving the location of any fence or other monumentation of the real property, nor any claim or actions involving the location of any fence boundary.

8. In consideration whereof, the United States of America agrees that it will purchase all of said lands and other interests at the price **\$54,000** the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the Vendor, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both; and it further agrees that, after the preparation, execution, delivery, and recordation of the deed at no cost to the Vendor, and after the Attorney General

shall have approved the title thus vested in the United States, it will cause to be paid to the Vendor the purchase price by a United States Treasury check, or electronic funds payment to be deposited in escrow with the title company to be paid at Johnson & Mock, Attorneys at Law, 1904 South Street, Blair, Nebraska 68008. The expenses of the Vendor for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of its property; and any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property; as well as the pro rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971, 84 Stat. 1899, as amended. Full possession and use of the premises shall pass to the United States as of the date payment is made to the Vendor(s) subject only to the reservations stated in section 2 above.

9. It is understood and agreed that if the Secretary of the Interior determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or, when it is in the public interest, to take immediate possession, or for any other reason, then the compensation to be claimed by the owners and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

10. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property herein contracted to be sold, satisfactory to the Attorney General, will be obtained by the United States at its expense.

11. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

12. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

13. It shall be the obligation of the Vendor to pay all taxes and assessments outstanding as liens at the date title vests of record in the United States, whether or not such taxes and assessments are then due and payable.

12. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the Vendor by certified mail addressed to:

Papio-Missouri River Natural Resources District
Attention: Mr. Jim Becic
8901 S. 154th Street
Omaha, Nebraska 68138-3621

and such notice shall be binding upon the Vendor, except as such obligation may be affected by the provisions of paragraph 6 hereof.

IN WITNESS WHEREOF, the Vendor has hereunto signed its name and affixed its seal on the day and year first above written, with the understanding that this Agreement for the Purchase of Lands cannot be executed by the Secretary of the Interior or his authorized representative until after it is reported to him for his consideration, and therefore, the Vendor for and in consideration of the \$1.00 hereinabove acknowledged as received, has and does hereby grant unto the United States of America, by and through the Secretary of the Interior, or his authorized representative, or any other officer or agency of the United States authorized to purchase said lands, the option and right to enter into this Agreement for the Purchase of Lands, within nine (9) months from the execution thereof by the Vendor, and to purchase said lands as herein provided.

Papio-Missouri River Natural Resources District

By _____
General Manager

Date: _____

The Secretary of the Interior, acting by and through his authorized representative, has executed this instrument on behalf of the United States of America on this __ day of _____, 2005.

UNITED STATES OF AMERICA

By: _____
Chief, Division of Realty
U.S. Fish and Wildlife Service

EXHIBIT A

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Sixteen (16), Township Seventeen (17) North, Range Thirteen (13) East of the Sixth Principal Meridian, Washington County, Nebraska; and

All that part of the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Sixteen (16), Township Seventeen (17) North, Range Thirteen (13) East of the Sixth Principal Meridian, Washington County, Nebraska, lying west of Boyer Chute, containing 40.43 acres.

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) and Tax Lot Thirteen (13) in Section Twenty-one (21), and Tax Lot Five (5) in Section Twenty-two (22), all being in Township Seventeen (17) North, Range Thirteen (13) East of the 6th P.M., in Washington County, Nebraska, containing 250 acres, more or less.

The East One-Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and Tax Lot Twelve (12) in Section Twenty-One (21), Township Seventeen North (T17N), Range Thirteen East (R13E) of the 6th P.M., Washington County, Nebraska; and Tax Lots Four (4) and (8) in Section Twenty-Two (22), Township Seventeen North (T17N), Range Thirteen East (R13E) of the 6th P.M., Washington County, Nebraska, containing approximately 400.17 acres, more or less.

Tax Lot 16 of Section 6, Township 17 North, Range 13 East, 6th P.M., Washington County, Nebraska, more particularly described as follows:

Part of Tax Lot 15, lying in the SW 1/4 of the SW 1/4, of Section 6, Township 17 North, Range 13 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows: From the southwest corner of Section 6, Township 17 North, Range 13 East and assuming the southerly line of the SW 1/4 of the SW 1/4 of said Section 6 to bear North 89° 58' 30" E; thence North 00° 03' 59" W along the Westerly line of said SW 1/4 of the SW 1/4 a distance of 353.83 feet to an iron pin found at the Southwesterly corner of Tax Lot 15, lying in said Section 6; thence South 84° 46' 45" E a distance of 51.99 feet to an iron pin found at the northwesterly corner of Tax Lot 14, lying in said Section 6, and the Point of Beginning; thence N 03° 30' 44" E a distance of 157.72 feet; thence N 00° 15' 48" E a distance of 522.40 feet; thence N 61° 07' 21" E a distance of 116.55 feet; thence N 69° 58' 44" E a distance of 155.55 feet; thence N 79° 38' 03" E a distance of 112.24 feet; thence S 83° 49' 05" seconds E a distance of 721.88 feet; thence N 75° 31' 38" E a distance of 140.88 feet to the easterly line of said SW 1/4 of the SW 1/4; thence South 00° 03' 30" E along said easterly line a distance of 633.22 feet to an iron pin found at the northeasterly corner of said Tax Lot 14; thence southwesterly along the northerly line of said Tax Lot 14 as follows: South 79° 59' 51" W a distance of 552.81 feet to an iron pin found; thence N 71° 44' 27" W a distance of 272.71 feet to an iron pin found; thence S 02° 20' 12" W a distance of 161.07 feet to an iron pin found; thence N 84° 48' 54" W a distance of 417.16 feet to the Point of Beginning, containing 19.96 acres, more or less.

MEMORANDUM

TO: Finance, Expenditures and Legal Subcommittee

FROM: Dick Sklenar

SUBJECT: Property Donation for Elkhorn River Public Access Site

DATE: April 29, 2005

For about one year, the District staff has had several meetings with the Graske family (founders of G&G Manufacturing Co.) regarding the donation of property adjacent to the Elkhorn River and West Dodge Road. This is one of the locations previously identified for establishing a motor boat and canoe access facility adjacent to the Elkhorn River for public use.

District personnel has surveyed the property which encompasses approximately 6.5 acres with ingress and egress from Skyline Drive.

As a prerequisite to the donation of the property, the following was requested by the Donor:

1. Have the donated property referred to as "Elkhorn Public Access at Graske Crossing".
2. Have fencing erected by the Donee along with the construction of a prominent sign indicating the name of the site.
3. Have the property permanently used by the Donee to provide public access to the Elkhorn River.
4. That the Donor be provided keys to all entry gates installed by the Donee.
5. That the Donor shall have the right to install a gate anywhere along the perimeter fencing along the property.

Attached is the restricted covenant, referring to the above items, that will be executed at closing.

The staff recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the restricted covenant and accept donated property from G&G Manufacturing Co. for the future establishment of a public access site to the Elkhorn River.

RESTRICTIVE COVENANT

For valuable consideration the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "DONEE"), for itself and for its successors, hereby covenants with G&G MANUFACTURING CO., (a/k/a G and G Manufacturing Co.) a Nebraska corporation (hereinafter referred to as "DONOR") that, with respect to the to the three parcels of land, referred to as Tracts One, Two and Three, in Douglas County, Nebraska, described in the legal description and diagrams collectively attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter referred to as "the PROPERTY") as follows, to-wit:

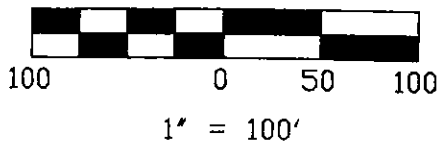
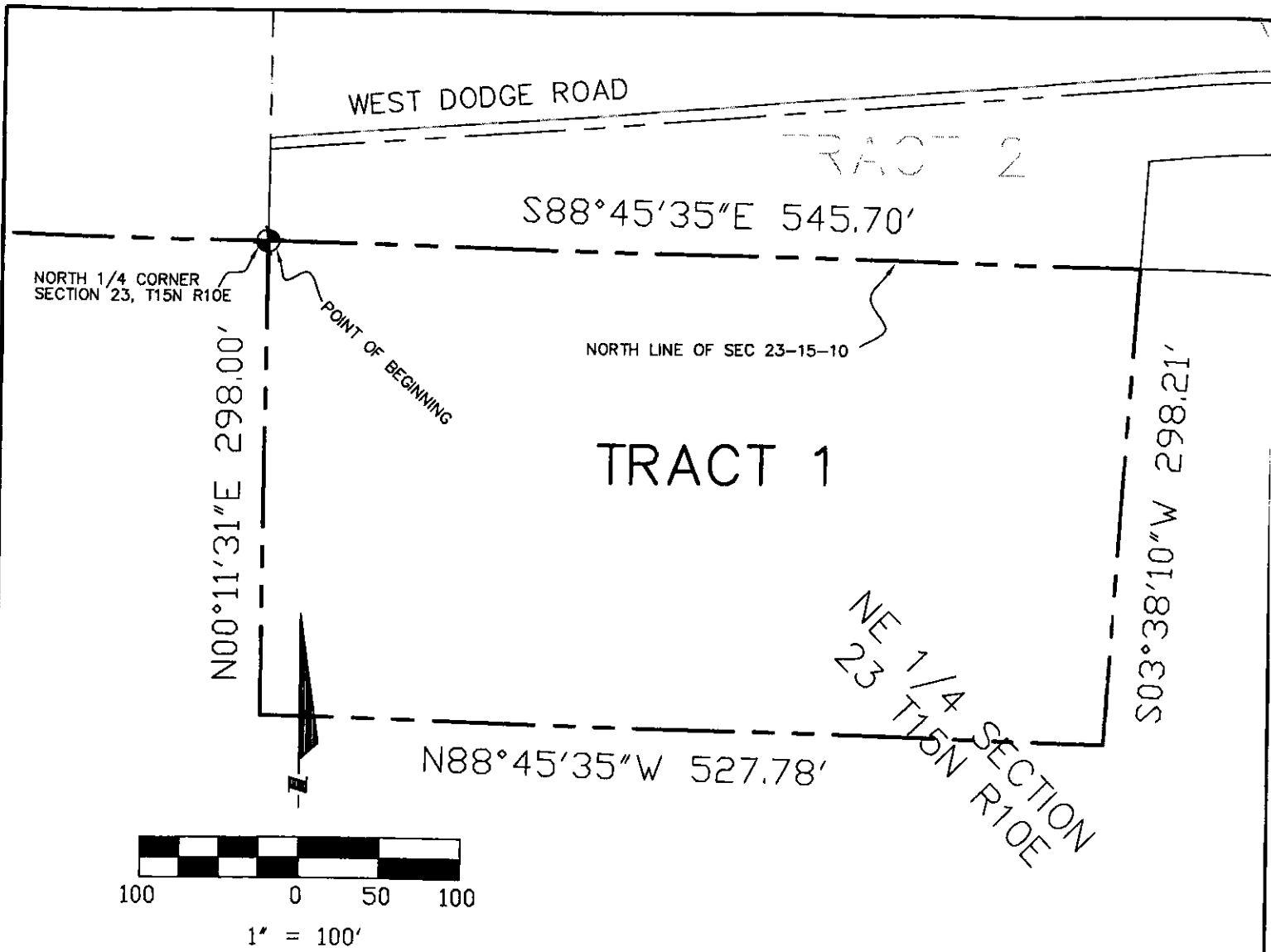
1. The PROPERTY shall be used permanently by the DONEE to provide public recreational access to the Elkhorn River, subject to the DONEE'S sole governance and its reasonable rules and regulations.

2. The DONEE shall name and refer to the PROPERTY as the "ELKHORN RIVER PUBLIC ACCESS at GRASKE CROSSING."

3. The DONEE shall erect and permanently maintain (a) fencing (e.g., post and cable, split rail, or other fence of a type chosen by the DONEE) along those boundaries of the PROPERTY where and as allowed by law and applicable floodplain regulations; and, (b) a rectangular sign in a prominent location on the PROPERTY, and containing the following legend:

"Elkhorn River Public Access at Graske Crossing"

4.) DONEE shall provide DONOR keys to all entry gates installed by DONEE.




DESCRIPTION

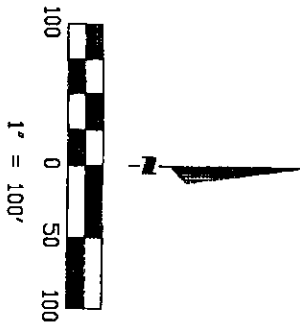
A tract of land located in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 15 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska, more particularly described as follow:

Beginning at the Northwest corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence S88°45'35"E (assumed bearing) along the North line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 545.70 feet; thence S03°38'10"W a distance of 298.21 feet; thence N88°45'35"W a distance of 527.78 feet to a point on the West line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence N00°11'31"E along said West line a distance of 298.00 feet, to a point on said North line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point also being the Point of Beginning.

Said tract of land contains an area of 159,923 square feet or 3.67 acres more or less.

 <p>PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT</p> <p>8901 S. 154th St. Omaha, NE 68138-3621</p>	ELKHORN RIVER ACCESS
	<p>TRACT 1 DODGE STREET ACCESS NORTHEAST 1/4 SECTION 23, T15N, R10E</p>
	<p>DATE: 5/30/04 SCALE: 1" = 100'</p>

SECTION 14-15-10



WEST DODGE ROAD
(DEED BOOK 1948 PAGE 642)

WEST DODGE ROAD
CONTROLLED ACCESS LINE
(DEED BOOK 2179 PAGE 429)

TRACT 2

N88°45'35"W 545.70'
S03°38'10"W 46.69'

TRACT 2

S85°27'19"W 173.63'
(DEED BOOK 1644 PAGE 161)

SOUTH 1/4 CORNER
SECTION 14, T15N R10E
(Point of Beginning)

DESCRIPTION

A tract of land, being that part of tract "L" as described in deed book 1644 page 161, located in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 15 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Southwest 1/4 of the Southeast 1/4 thence N00°12'32"E (assumed bearing) along the West line of said Southwest 1/4 of the Southeast 1/4 a distance of 57.36 feet to a point on the South R.O.W. line of West Dodge Road; thence along said South R.O.W. line on the following 4 described courses; thence N85°27'18"E a distance of 720.97 feet; thence N88°04'32"E a distance of 63.00 feet; thence S85°08'15"E a distance of 345.31 feet; thence S76°04'57"E a distance of 196.14 feet to a point on the East line of said tract "L"; thence S00°07'27"W along said East line a distance of 68.65 feet to a point on the South line of said Southwest 1/4 of the Southeast 1/4 thence N75°53'45"W a distance of 207.28 feet; thence N85°08'15"W a distance of 336.46 feet; thence S88°02'32"W a distance of 58.31 feet; thence S85°27'19"W a distance of 173.63 feet; thence S03°38'10"W a distance of 46.69 feet to a point on said South line of said Southwest 1/4 of the Southeast corner of said Southwest 1/4 of the Southeast 1/4 a distance of 545.70 feet to said Southwest corner of said Southwest 1/4 of the Southeast 1/4 said point also being the Point of Beginning.

Said tract of land contains an area of 97,835 square feet or 2.25 acres more or less.

PAPPO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

8901 S. 154th St.
Omaha, NE 68138-3621

ELKHORN RIVER ACCESS

TRACT 2
DODGE STREET ACCESS
PART OF TRACT "L"

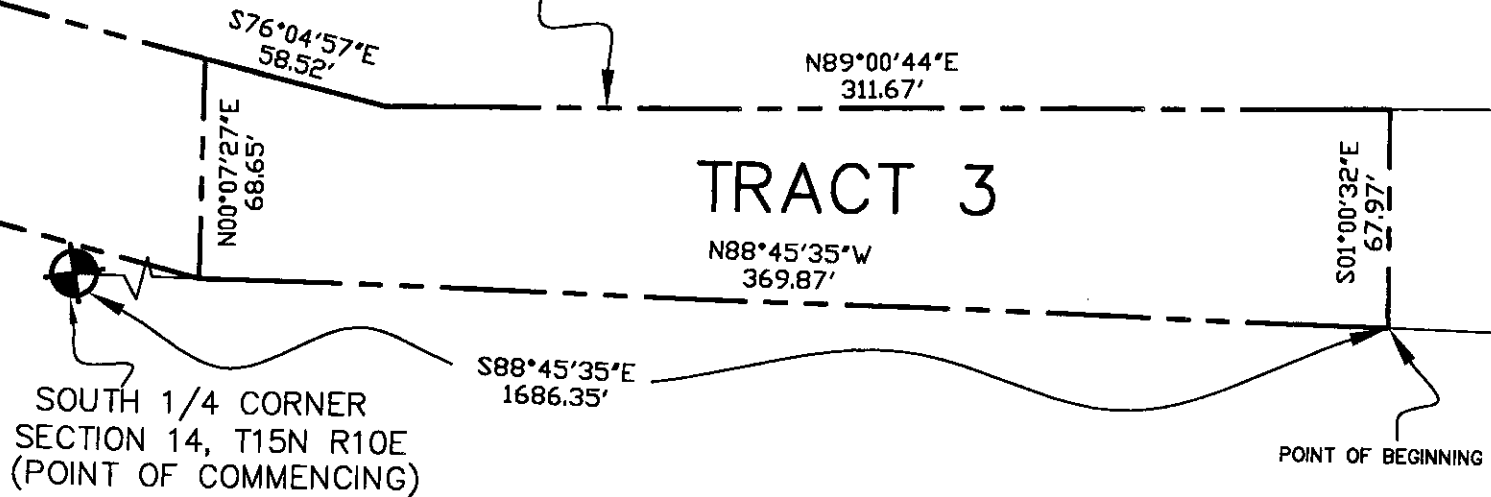
SW 1/4, SE 1/4 SEC. 14, T15N, R10E

DATE: 12/28/04 rev. SCALE: 1"=100'

WEST DODGE ROAD
CONTROLLED ACCESS LINE
(DEED BOOK 2179 PAGE 429)

TRACT "M"
(DEED BOOK 1644 PAGE 161)

TRACT 3

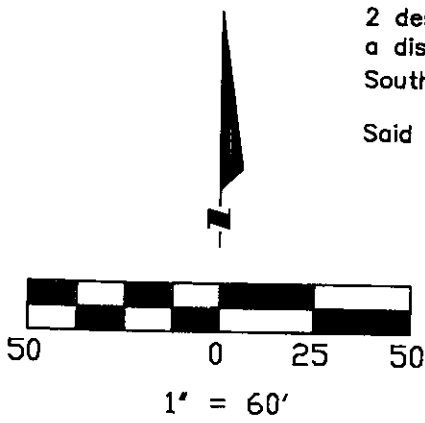


DESCRIPTION


A tract of land, being that part of tract "M" as described in Deed book 1644 page 161, located in the Southeast 1/4 of the Southeast 1/4 Section 14, Township 15 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska, more particularly described as follow:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 14; thence S88°45'35"E (assumed bearing) along the South line of said Southeast 1/4 a distance of 1686.35 feet to the Point of Beginning; thence N88°45'35"W along said South line of said Southeast 1/4 a distance of 369.87 feet; to a point on the West line of said tract "M"; thence N00°07'27"E along said West line a distance of 68.65 feet to a point on the South R.O.W. line of West Dodge Road; thence along said South R.O.W. line on the following 2 described courses; thence S76°04'57"E a distance of 58.52 feet; thence N89°00'44"E a distance of 311.67 feet; thence S01°00'32"E a distance of 67.97 feet to a point on said South line of said Southeast 1/4, said point also being the Point of Beginning.

Said tract of land contains an area of 22,862 square feet or 0.52 acres more or less.



**EXHIBIT A
PAGE 3 OF 3**

 PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT 8901 S. 154th St. Omaha, NE 68138-3621	ELKHORN RIVER ACCESS
	TRACT 3 DODGE STREET ACCESS PART OF TRACT "M" SE1/4 SE1/4 SEC. 14, T15N, R10E DATE: 12/28/04 SCALE: 1" = 60'

Memo(s) for the following agenda item(s) are posted under
“Confidential” on the District’s website at www.papionrd.org.

Agenda Item #7: Review and Recommendation on Deposit of
Condemnation Award in Sarpy County for West
Branch Channel Project ROW (Dittus)