

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the "Agreement") made and entered into this 5<sup>th</sup> day of April, 2016, (the "Effective Date") by and between **Cedar View Deer Lodge, LLC**, a Nebraska limited liability company (the "Licensor") and **Ponderosa Acres Association & Recreational Club, Inc.**, a non-profit Nebraska corporation and each member thereof, (the "Licensee Association" and "Licensee Member", respectively; collectively, the "Licensee").

### **WITNESSETH:**

**WHEREAS**, Licensor owns certain Property in Cedar County, Nebraska more particularly described in **Exhibit A** attached hereto (hereinafter "Property");

**WHEREAS**, the Licensee Association and Licensee Members desire to acquire a license from Licensor for the purpose of conducting outdoor recreational activities, including but not limited to, hunting and fishing upon the Property; and

**WHEREAS**, Licensor wishes to grant Licensee a license to conduct outdoor recreational activities, including but not limited to, hunting and fishing upon the Property in accordance and agreement with all Federal, State and County laws and statutes governing such activities.

**NOW, THEREFORE**, in consideration of the foregoing premises, which are hereby incorporated into and hereby made a part of the terms and conditions of this Agreement, and the mutual covenants recited hereinafter, it is agreed as follows:

### **ARTICLE 1 GRANT OF LICENSE**

**1.01 Grant.** Licensor hereby grants Licensee the right to conduct outdoor recreational activities upon the Property, including but not limited to, non-commercial hunting and fishing of all game species with all legal firearm and archery equipment for the state of Nebraska as may be found upon and harvested from the Property. This provision shall be deemed the "Purpose and Intent of the Agreement."

**1.02 Characterization of Licensee's Rights.** The rights which Licensor grants to Licensee hereunder shall constitute a mere license and shall not be construed as a grant, sale, transfer, lease, profit a prendre, or other disposition of any interest in the Property. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of Licensor. It is understood that the rights and privileges granted herein are not assignable without the express written consent of the Licensor. This Agreement and license is strictly limited to the use of the Property for the activities described herein, and notwithstanding anything contained herein to the contrary, the Licensee has no other rights to the use of the Property.

**1.03 Rights Not Granted.** This Agreement does not confer upon Licensee the right to conduct any other activities upon the Property, including but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, grazing rights, agricultural rights, or any rights to timber upon or minerals in or under said Property.

Licensors grants to Licensee only such rights to the Property as Licensors may have, and it is specifically agreed and understood that this Agreement is without any warranty or representation whatsoever on the part of Licensors as to the suitability to the purpose for which the same is granted, or otherwise.

## **ARTICLE 2**

### **LICENSOR'S RESERVATION OF RIGHTS**

**2.01 Licensors Use of Property.** Licensors reserves the right to enter the Property at any time in pursuit of any of its activities relating to the care, improvement, and management of the Property, including but not limited to, cutting timber and brush, planting and caring for trees, noxious weed control, installing, maintaining, or improving any road, path, or utilities, and the right to do all things necessary in determining the usefulness of said lands therefor, together with the right of ingress and egress, and that Licensors shall not be liable to the Licensee, its members or guests on said Property, for any loss or damage whatever accruing or resulting directly or indirectly therefrom, or for any of the consequences which may result from Licensors activities upon the Property.

**2.02 Disposition and Changed Use of Property.** Licensors reserves the absolute right to farm, develop, grant, convey, sell, lease, or otherwise dispose of the Property, or any portion thereof, at any time during the term of this Agreement in the event the Property is no longer enrolled in the USDA Wetlands Reserve Program (the "WRP"). Licensors shall notify Licensee of any such farming, development, grant, conveyance, sale, lease, or other disposition within thirty (30) days after consummation of such transaction and shall execute an addendum to this Agreement, after consulting with Licensee, which will set forth the amended rights and privileges of Licensee under this Agreement. Licensors hereby agrees and acknowledges the spirit and intent of such an addendum, if any, shall be to preserve as many of the rights and privileges Licensee had under the original Agreement while still allowing for such transaction.

**2.03 Amendment of this Agreement.** Licensors reserves the absolute right to execute an addendum to this Agreement amending the rights and privileges of Licensee in the event the Purpose and Intent of the Agreement is materially frustrated by the actions and conduct of Licensee. Licensors shall notify Licensee of any such amendment. Thereupon, all rights granted Licensee hereunder shall be governed by the Agreement as amended.

## **ARTICLE 3**

### **OPERATION UNDER THE LICENSE**

Licensee shall be responsible for ensuring that its members and any other persons on the Property under the authority of Licensee abide by the following requirements imposed on Licensee, hereunder:

**3.01 Non-Prime Hunting Seasons.** Licensee shall have unrestricted access and use to the Property for outdoor recreational activities, including but not limited to, hunting, fishing, skeet shooting, and sighting in firearms during the non-prime hunting season of February 1 to August 31 of each year (the "Non-Prime Season").

**3.02 Prime Hunting Seasons.** Licensee shall limit the recreational activities on the Property to hunting related activities during the prime hunting season of September 1 to January 31 of each year (the "Prime Season"). Specifically, during the firearm deer season the following restrictions apply to the Licensee: no small game hunting; no target practice or other discharge of any firearm not associated with an active hunt; and ATV use is limited to driving to and from a hunting site and to assist in the retrieval of a harvested deer.

**3.03 Deer Allocations.** Each Licensee Member shall be entitled to harvest up to two (2) deer per calendar year on the Property. The deer allocation hereby granted to each Licensee Member may be assigned to another person with the approval of the Licensee Association. Any deer harvested by a Licensee Member's immediate family on the Property, including spouse, significant other, or child will count against the allocation quotas.

**3.04 ATVs.** Each Licensee Member shall be granted permission to use up to four (4) ATVs on the Property. Permission for the use of additional ATVs may be granted by Licensor upon prior request and payment of \$15.00 per day per additional ATV. All ATV drivers must have a valid driver's license and all ATV groups must be accompanied by a driver age 21 or older. In accordance with section 3.02 ATV use is restricted during the Prime Season.

**3.05 Deer Stands.** Deer stand placements and rules shall be established by the Licensee Association, subject to Licensor approval, and shall be binding on all Licensee Members. For safety, all deer during firearm season shall be harvested from an elevated deer stand at least ten (10) feet above ground level.

**3.06 Licensee Precaution.** Licensee shall use every precaution to protect wildlife, trees, and the Property from poaching, theft, fire, trash dumping, or other damage.

**3.07 Use of Roads.** Licensee shall protect roads during the Non-Prime Season and to prohibit their abuse and limit traffic during wet weather as much as possible.

**3.08 Compliance with the Law.** In all its operations on the Property, Licensee, its members and guests shall comply with all applicable federal, state and local laws and any other related requirements now in effect or subsequently adopted during the term of this Agreement, including, but not limited to, those governing fishing, hunting and the use of firearms. The parties hereto specifically agree that compliance with all applicable federal, state and local laws and related requirements is of the essence of this Agreement.

**3.09 Encroachment of Hunting Area.** Licensee shall not encroach on another Licensee member's stand or hunting area and/or act disrespectfully or in a threatening manner to other Licensee members, or display a disregard for the hunting effort, respect, safety and welfare of other Licensee members.

**3.10 Firearm Safety.** Licensee shall never hunt or discharge a firearm across any road or established trail, hunt or shoot within 200 yards of a dwelling, or shoot into an adjacent property.

**3.11 Hunter's Orange.** Licensee shall wear Hunter Orange during firearm season. Hunter's Orange must be worn by anyone who is entering or moving in the woods or hunting grounds regardless of whether they are going to or from a stand, scouting, checking cameras or feeders, or retrieving game from the woods. Hunter's Orange must include a hat and an outer garment worn above the waistline that total at least 400 square inches.

**3.12 Food Plots.** Food plots are permitted however Licensor shall dictate the location and placement of any food plot on the Property. No food plot shall be permitted without the express consent of Licensor.

**3.13 Interference with Licensor Activities.** Licensee recognizes the primary right of Licensor to the ownership, use and possession of the Property. Licensee shall not interfere with any of the rights of Licensor reserved under Article 2 hereof.

**3.14 Maintenance.** Licensee shall not permit litter to remain on the Property nor engage in or permit any activity which may damage, destroy or injure the Property.

**3.15 Cultivation and Construction.** Licensee shall not build or construct any road, building, gate, lake, pond, or other structure of any type without the prior written approval of Licensor.

**3.16 Cutting.** Licensee shall not cut any timber or trees of any kind on the Property without the prior written consent of Licensor. Further, Licensee shall not cause, permit or allow any others to cut any timber or trees of any kind on the Property without the prior written consent of Licensor.

**3.17 Posting.** Licensee shall have the right to post signs on the perimeter of the Property and on the sides of roads crossing the Property. Said signs may prohibit hunting by persons not authorized to do so under the terms of this Agreement. Licensee shall submit all signs to Licensor for written approval prior to posting.

**3.18 Boundaries.** Licensee shall exercise its best efforts to ensure that its members have strict knowledge of, and adhere to the boundaries of the Property.

**3.19 Hunting Periods and Use.** Hunting shall be permitted under this Agreement only during legal hunting seasons, as dictated by the State of Nebraska.

**3.20 Trapping.** Licensee shall not engage in trapping on the Property except by use of live trapping equipment which shall not cause harm or injure the caught animal. The use of any other type of trapping equipment shall only be used with the express consent of Licensor.

**3.21 Spraying of Weeds and Maintenance of Roads and Trails.** Licensee shall be responsible for the annual application of chemicals to control and kill noxious weeds on the Property. Licensee shall also be responsible for the annual mowing of roads and established trails on the Property at least two (2) times per year.

**3.22 Enforcement.** Licensee Association shall be responsible for creating such rules, bylaws, regulations, and penalties which may be desirable or helpful to ensure Licensee Members and their guests comply with this Article 3 and the Purpose and Intent of the Agreement.

#### **ARTICLE 4**

##### **NO WARRANTY / UNSAFE CONDITIONS**

**4.01 No Warranty.** Licensor makes no warranty that it has good title to the above-granted rights and shall not be liable to Licensee for failure of its title or right to possession of any part of the Property. Licensor further makes no warranty of any type as to the condition of the Property or its suitability for hunting or any other purpose. Licensee agrees that there may be unsafe conditions on the Property and Licensee Association and Licensee Member each, individually and as an association, waives and releases any duty on the part of Licensor to make any part of the Property safe or to warn Licensee or any of its members or guests of any unsafe condition. All members and guests of Licensee shall be deemed invitees or licensees of Licensee and not of Licensor.

#### **ARTICLE 5**

##### **LIABILITY AND INDEMNIFICATION**

**5.01 Liability.** Licensee Association and Licensee Member, and their guests and others on the Property under authority of Licensee, shall conduct all activities on the Property strictly at their own risk. Licensor shall not be liable for any damage or destruction of Property, or injury or death of persons, or any violation of law which may arise in any manner as a result of Licensee's exercise of its rights and duties under this Agreement. Licensee agrees and covenants to release, indemnify, hold harmless and defend Licensor and Licensor's agents, servants, or employees from any and all claims, damages, suits, or actions of any character and any loss, cost or expense for damages to Property and for injury or death to persons arising out of, related to, or in any way associated or connected with or growing out of any use by the Licensee and its invitees and licensees of the Property or the exercise of the rights granted hereunder, in whatever manner the same may be caused, or whether or not the same be caused, occasioned or contributed to by the negligence, sole or concurrent, of Licensor, or its agents, servants or employees. Such release, indemnity, hold harmless and defense agreement shall apply without limitation to all persons and shall specifically apply for any claim, damages, injuries, suits or actions of any character for injuries or damage suffered by Licensee, any member of Licensee's family or organization, his, its or their employees, licensees, guests, invitees, or any other persons, firms or entities whomsoever, based upon any injury or death to person or persons or damage to Property resulting from or growing out of any use by Licensee or any of them of the Property or the exercise of the rights granted hereunder.

This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or earlier termination of this Agreement.

**5.02 Hazardous Materials.** During the term of this Agreement, Licensee agrees and covenants not to treat, store, handle, locate on, discharge from or dispose on the Property, any Hazardous Materials. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive

Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Sections 6901, et seq.), the Clean Water Act (33 U.S.C. Sections 1251, et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect.

**5.03 Indemnification.** The Licensee agrees to and does hereby indemnify and hold Licensors harmless from all loss, cost, damage, claim and expense incurred by Licensors on account of the violation of the agreements and covenants set forth in this Article 5. This indemnification shall survive the expiration or any termination of this Agreement with respect to actions of the Licensee, its members, guest, and others on the Property under the authority of the Licensee.

**5.04 Survival.** The provisions of this article shall survive either the expiration or the termination of this Agreement for any reason whatsoever, and shall inure to the benefit of Licensors while any possible legal liability exists.

## **ARTICLE 6 INSURANCE**

**6.01 Coverage.** Licensee shall purchase and maintain at its expense, the following insurance protecting it and Licensors from claims arising out of or resulting from Licensee's activities under this Agreement, or the activities of anyone for whose acts Licensee may be liable: Comprehensive general liability insurance including Licensors' and Licensee's coverage with a minimum limit of liability of One Million Dollars (\$1,000,000).

**6.02 Additional Insured/Insurance Certificates.** The above policy shall name Licensors as an additional insured with a provision for severability of interests. Upon execution of this Agreement and thereafter at Licensors' request, Licensee shall furnish Licensors with certificates of the insurance coverage specified in section 6.01. Such certificates shall provide for thirty (30) days' prior written notice to Licensors of either cancellation or material alteration of the types or amounts of insurance. Licensee will provide Licensors with a copy of their insurance certificate as proof of insurance at least annually.

**6.03 Survival.** The provisions of this article shall survive either the expiration or the termination of this Agreement for any reason whatsoever, and shall inure to the benefit of Licensors while any possible legal liability exists.

## **ARTICLE 7 LICENSE FEE**

**7.01 Payment.** Licensee Association shall collect from each Licensee Member such sum of money Licensee Association may deem necessary or desirable for the maintenance, repair, and periodic improvement of the Property. In addition, Licensee shall pay to Licensors an amount equal to the multiplier of 1.4 times the real estate tax amount for the Property payable in the then current year (i.e. 1.4 X Current Tax Amount = Annual Fee) as the annual license fee hereunder. The annual

license fee payable by Licensee to Licensor shall be due February 1<sup>st</sup> of each year covered by this Agreement.

**7.02 Adjustment.** Adjustments to the total annual license fee may occur by mutual agreement of the parties, as additional lands are added to this Agreement, or as lands may be withdrawn from the Property under the Agreement. Should any such additions or withdrawals be made, a revised Exhibit A shall be attached hereto showing (1) the lands originally subject to the Agreement; (2) any additions or withdrawals therefrom; and (3) the effective dates of any such changes. Annual payments for years following such additions or withdrawals may be adjusted commencing with the annual anniversary date immediately following such addition or withdrawal.

## **ARTICLE 8**

### **TERM**

**8.01 Perpetual subject to WRP Status.** This Agreement shall be perpetual in duration so long as the Property is enrolled in the WRP and may only be terminated earlier upon the written consent of Licensor and Licensee. Nothing in this section is intended to limit Licensor's right to amend this Agreement in accordance with section 2.03.

## **ARTICLE 9**

### **TERMINATION**

**9.01 Termination.** This Agreement may be terminated at any time by Licensor in the event the Property is no longer enrolled in the WRP and the Purpose and Intent of the Agreement is materially frustrated by the actions and conduct of Licensee. For purposes of this section, such a determination of whether Licensee's conduct rises to the level of materially frustrating the Purpose and Intent of the Agreement shall be made in the sole discretion of Licensor.

**9.02 Obligations of Licensor Upon Termination.** In the event this Agreement is terminated in accordance with section 9.01 and such termination occurs within fifty (50) years of the Effective Date, Licensor shall pay Licensee the initial purchase price the Licensee Members paid for the rights and privileges granted by this Agreement in addition to the cumulative annual license fees paid up to the date of termination.

**9.03 Obligations of Licensee Upon Termination.**

(a) Upon termination for any reason hereunder, Licensee shall not be required to make annual payments for the remaining years of the term of this Agreement.

(b) Upon termination or expiration of this Agreement, Licensee shall repair any damage to the Property caused by its activities (normal wear and tear excepted), remove all signs or barriers which it was permitted to erect hereunder, and promptly vacate the Property. If Licensee fails to make any necessary repairs or remove signs or barriers as required above, Licensor may make such repairs or remove such signs or barriers at the expense of Licensee.

## **ARTICLE 10**

### **GENERAL PROVISIONS**

**10.01 Assignment.** Licensee shall not assign or in any manner transfer this Agreement or any interest or benefit herein. Each and every transfer or assignment of this Agreement, or any interest or benefit therein, shall be null and void, unless the written consent of Licensor be first obtained

thereto. Licensor may refuse to consent to any assignment or transfer of this Agreement without regard to any reasonable commercial standards. Consent by Licensor to any assignment or transfer of interest under this Agreement shall not constitute a release, waiver, or consent to any other assignment, or any part thereof. For purposes of this Agreement, changes in the composition of Licensee Members, including future additions and removals of Licensee Members from the Licensee Association, shall not be considered an assignment or transfer of interest or benefit in this Agreement.

**10.02 Removal of Guests.** Licensor reserves the right, in Licensor's sole and absolute discretion, to prohibit any guest or guests of a Licensee to enjoy the rights and privileges granted by this Agreement, for any period Licensor deems best, in the event the guest or guests:

- (a) fail to comply with the terms and provisions of this Agreement;
- (b) violate the Purpose and Intent of the Agreement;
- (c) conduct themselves in a manner which demonstrate a disregard for the safety of others; or
- (d) have a contentious or combative relationship with a Licensee Member, their conduct on the Property is negatively affecting the activities, peace, and enjoyment of such Licensee Member, and such Licensee Member has brought the matter to the attention of Licensor.

Each Licensee Member has received a copy of this Agreement and acknowledged they have read and understood the terms and provisions of the same. Each Licensee Member is responsible to ensure their guests conduct themselves in accordance with this Agreement. All guests, by virtue of being invited to use the Property by a Licensee, are deemed to have knowledge of the terms and provisions of this Agreement and expected to conduct their activities in accordance with the same.

**10.03 Nonwaiver.** No failure of either party to exercise any power given hereunder or to insist upon strict performance of any provision of this Agreement shall waive, affect, or diminish any right of such party thereafter to demand strict compliance with the terms hereof.

**10.04 Attorneys Fees.** Licensee agrees to pay all reasonable costs, attorney's fees, and expenses that may be incurred by Licensor in enforcing this Agreement, including, but not limited to, the collection of payments required hereunder.

**10.05 Governing Law.** This Agreement shall be governed by and interpreted under the laws of Nebraska.

**10.06 Headings.** Headings are inserted for the convenience of reference only and shall have no application in the interpretation or construction of this Agreement. The language of each article shall be fully controlling.

**10.07 Partial Invalidity.** If any of the provisions of this Agreement shall be held void or unenforceable the other provisions shall survive and remain in full force and effect.

**10.08 Integration.** This Agreement, together with its Exhibit A, which is made an integral part hereof, represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior written or oral agreements, and shall not be modified except by a subsequent written agreement duly executed by the parties.



10.09 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, devisees, and permitted assigns, unless terminated in accordance with Article 9 of this Agreement.

**IN WITNESS WHEREOF,** Licensors and Licensee have caused this Agreement to be executed effective as of the Effective Date.

**CEDAR VIEW DEER LODGE, LLC, "Licensor"**

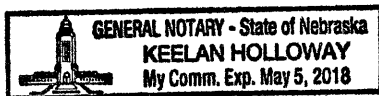
By: Kevin M. Becker  
Kevin M. Becker  
Member/Manager, Cedar View Deer Lodge, LLC

**PONDEROSA ACRES ASSOCIATION & RECREATIONAL CLUB, INC., "Licensee"**

By: Kevin M. Becker  
Kevin M. Becker  
Member, Ponderosa Acres Association & Recreational Club, Inc.

STATE OF NEBRASKA                    )  
  ) ss.  
County of Cedar                        )

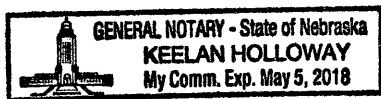
The foregoing Agreement was acknowledged before me on April 5, 2016, by Kevin M. Becker, Member/Manager of Cedar View Deer Lodge, LLC, "Licensor".



Keelan Holloway  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
County of Cedar                        )

The foregoing Agreement was acknowledged before me on April 5, 2016, by Kevin M. Becker, Member of Ponderosa Acres Association & Recreational Club, Inc., "Licensee".



Keelan Holloway  
Notary Public

## EXHIBIT A

The Property is more particularly described as follows:

Part of Sections 7, 17, 18, 19, and 20, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska, more particularly described as follows:

Commencing at the East Quarter Corner of Section 13, Township 33 North, Range 1 East of the 6th P.M., Cedar County, Nebraska, thence from the East-West center line of said Section 13, an angle to the left of 86°29' for 148.0 feet, to the point of beginning, a parcel of land bounded on the Southwest by a meander line described as follows: Commencing at the point of beginning, thence with an angle to the right, with a line between the East Quarter Corner and point of beginning of 126°23' for 693.6 feet, thence with an angle to the left of 34°59' for 491.7 feet; thence with an angle to the right of 16°35' for 473.0 feet, thence with an angle to the right of 27°54' for 401.8 feet, thence with an angle to the right of 21°05' for 322.4 feet, thence with an angle to the left of 4°25' for 644.5 feet, thence with an angle to the right of 13°59' for 1564.8 feet, thence with an angle to the left of 29°39' for 1004.3 feet; thence with an angle to the right of 5°19' for 1241.2 feet, thence with an angle to the right of 21°52' for 798.0 feet, thence with an angle to the right of 18°43' for 536.7 feet, thence with an angle to the left of 63°39' for 290.7 feet, thence with an angle to the left of 3°41' for 691.2 feet, thence with an angle to the right of 1°25' for 959.3 feet, thence with an angle to the right of 11°06' for 806.4 feet, thence with an angle to the left of 107°20' for 222.0 feet, to the high bank of the Missouri River, bounded on the West by a meander line described as follows: From the point of beginning, thence with an angle to the right, with a line between the point of beginning and the East Quarter Corner of Section 13, of 23°38' for 106.1 feet, thence with an angle to the left of 21°38' for 342.9 feet, thence with an angle to the left of 1°15' for 1522.0 feet, thence with an angle to the left of 0°19' for 1182.0 feet, thence with an angle to the right of 0°27' for 1109.8 feet, thence with an angle to the left of 0°19' for 490.15 feet, thence with an angle to the right of 13°15' for 443.15 feet, to the high bank of the Missouri River, bounded on the North and East by the Missouri River;

### EXCEPT

A tract of land lying wholly in Sections 7 and 18 and accretion thereto, in Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska, more particularly described as follows: Commencing at the West 1/4 corner of Section 18; thence North on section line, on an assumed bearing of North 01 degrees 49 minutes 18 seconds West 32.22 feet to the point on the existing fence line and the point of beginning; thence North 01 degrees 49 minutes 18 seconds West, on section line, 5197.79 feet to the river bank; thence South 87 degrees 37 minutes 50 seconds East, along the river bank, 272.11 feet to a point on the Westerly line of Wetland Reserve Program survey by Mark A. Streit dated March 3, 2011; thence South 13 degrees 09 minutes 10 seconds West, along said Westerly line, 331.58 feet; thence South 00 degrees 04 minutes 32 minutes East, along said Westerly line, 1600.56 feet; thence South 00 degrees 26 minutes 39 seconds East, along said Westerly line, 1181.73 feet; thence South 00 degrees 09 minutes 02 seconds East, along said Westerly line, (a field measure of 1523.17 feet) a recorded distance of 1522.30 feet; thence South 01 degree 08 minutes 12 seconds West, along said Westerly line, 342.32 feet; thence South 03 degrees 35 minutes 58 seconds West, along said Westerly line, 121.65 feet; thence South 02 degrees 34 minutes 05 seconds West 105.46 along an existing fence line; thence North 63 degrees 51 minutes 01 seconds West 30.42 feet to the point of beginning and containing 14.63 acres more or less.

## **EXHIBIT A (Continued)**

### **AND EXCEPT**

Ponderosa Acres Subdivision in Section Eighteen (18) and the Accretion Ground thereof, located in Township Thirty-three (33) North, Range Two (2) East of the 6th P.M., Cedar County, Nebraska and being more fully described as follows:

Commencing at the West Quarter Corner of said Section Eighteen (18), thence South 75°27'18" East a distance of 1,422.25 to a found capped 5/8" rebar at the intersection of a Meander Line constituting the Southwest boundary of the land, which Meander line is specifically described in the decree rendered in Case No. 5660, Docket No. 24, Page No. 45 of the District Court of Cedar County, Nebraska, which description is filed in Miscellaneous Book 28, Pages 374 and 375 thereof, Cedar County, Nebraska and the boundary line of the Melvin Schmidt Wetland Reserve Easement, which description is filed in Deed Book 148, Pages 377 to 390, Cedar County, Nebraska and the Point of Beginning;

thence North 16°59'53" East, on said Easement Line, a distance of 65.42 feet to a found capped 5/8" rebar;  
thence North 53°18'23" East, on said Easement Line, a distance of 162.62 feet to a found capped 5/8" rebar;  
thence North 15°39'27" East, on said Easement Line, a distance of 434.29 feet to a found capped 5/8" rebar;  
thence North 38°02'54" East, on said Easement Line, a distance of 254.08 feet to a found capped 5/8" rebar;  
thence North 43°13'08" East, on said Easement Line, a distance of 142.12 feet to a found capped 5/8" rebar;  
thence North 35°15'45" East, on said Easement Line, a distance of 143.35 feet to a found capped 5/8" rebar;  
thence North 41°44'06" East, on said Easement Line, a distance of 71.30 feet to a found capped 5/8" rebar;  
thence South 07°52'16" East on said Easement Line, a distance of 597.08 feet to a found capped 5/8" rebar;  
thence South 20°21'36" East, on said Easement Line, a distance of 302.28 feet to a found capped 5/8" rebar;  
thence North 83°55'09" East, on said Easement Line, a distance of 303.30 feet to a found capped 5/8" rebar;  
thence South 04°13'08" West, on said Easement Line, a distance of 254.83 feet to a found capped 5/8" rebar;  
thence South 07°50'48" West, on said Easement Line, a distance of 373.59 feet to a found capped 5/8" rebar;  
thence South 17°28'16" East, on said Easement Line, a distance of 170.65 feet to a found capped 5/8" rebar;  
thence South 01°03'05" West, on said Easement Line, a distance of 213.33 feet to a found capped 5/8" rebar;  
thence South 34°04'24" West, on said Easement Line, a distance of 472.98 feet to a found ½" pipe on a Meander Line constituting the Southwest boundary of the land, which Meander Line is specifically described in the Decree rendered in Case No. 5660, Docket No. 24, Page No. 45 of the District Court of Cedar County, Nebraska, which description is filed in Miscellaneous Book 28, Pages 374 and 375 thereof, Cedar County, Nebraska;

thence North 28°30'37" West, on said Meander Line, a distance of 642.54 feet to a found capped 5/8" rebar;  
thence North 23°45'57" West, on said Meander Line, a distance of 324.38 feet to a found ½";  
thence North 45°20'28" West, on said Meander Line, a distance of 400.82 feet to a found ½"; thence North 72°55'41" West, on said Meander Line, a distance of 135.43 feet to the Point of Beginning and containing 26.8 acres more or less.

### **AND EXCEPT**

A One (1) acre tract of land located in Section 18, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska and more particularly described as follows:

Base bearing for the following legal description is N87°33'05"E, (bearing from center ¼ corner to the East ¼ corner of Section 13, Township 33 North, Range 1 East of the 6th P.M. Cedar County, Nebraska). Referring to a found 1" open top pipe, being the West ¼ corner of Section 18, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska; thence on the centerline of an existing 16 foot wide access

### EXHIBIT A (Continued)

road, recorded in Book 44, Page 30 in the Register of Deeds office, Cedar County, Nebraska, for the next Ten (10) courses, on a curve to the right, having a radius of 113.87 feet, an arc length of 60.52 feet and a central angle of  $30^{\circ}27'00''$ , a chord bearing of  $S77^{\circ}13'25''E$ , a chord distance of 59.81 feet to the point of tangency; thence  $S61^{\circ}59'55''E$ , a distance of 315.24 feet to the point of curvature; thence on a curve to the right, having a radius of 198.72 feet, an arc length of 59.54 feet and a central angle of  $17^{\circ}10'00''$ , with a chord bearing of  $S53^{\circ}24'55''E$ , a chord distance of 59.32 feet to the point of tangency; thence  $S44^{\circ}49'55''E$ , a distance of 79.48 feet to the point of curvature; thence on a curve to the left, having a radius of 76.57 feet, an arc length of 39.11 feet and a central angle of  $29^{\circ}16'00''$ , with a chord bearing of  $S59^{\circ}27'55''E$ , a chord distance of 38.69 feet to the point of tangency; thence  $S77^{\circ}05'55''E$ , a distance 179.06 feet to the point of curvature; thence on a curve to the left, having a radius of 73.99 feet, an arc length of 39.06 feet and a central angle of  $30^{\circ}15'00''$ , with a chord bearing of  $S89^{\circ}13'25''E$ , a chord distance of 38.61 feet to the point of tangency; thence  $N75^{\circ}39'05''E$ , a distance of 26.19 feet to a point of curvature; thence on a curve to the left, having a radius of 49.53 feet, an arc length of 53.94 feet and a central angle of  $62^{\circ}24'00''$ , a chord bearing of  $N44^{\circ}27'05''E$ , a chord distance of 51.31 feet to the point of tangency; thence  $N13^{\circ}15'05''E$ , a distance of 116.68 feet; thence  $N13^{\circ}02'25''E$ , a distance of 26.06 feet; thence  $S75^{\circ}04'48''E$  a distance of 615.77 feet; thence  $N53^{\circ}18'36''E$ , a distance of 179.30 feet; thence  $N15^{\circ}38'40''E$ , a distance of 432.85 feet; thence  $N47^{\circ}56'46''W$ , a distance of 576.01 feet; thence  $N09^{\circ}32'11''E$ , a distance of 122.17 feet; thence  $N09^{\circ}04'39''W$ , a distance of 244.31 feet; thence  $N00^{\circ}29'22''W$ , a distance of 163.53 feet; thence  $N32^{\circ}14'17''W$ , a distance of 204.64 feet; thence  $N46^{\circ}19'51''W$ , a distance of 162.64 feet; thence  $N80^{\circ}47'28''W$ , a distance of 227.61 feet to the point of beginning; thence  $S04^{\circ}15'07''W$ , a distance of 110.94 feet to a set capped 5/8" rebar; thence  $N85^{\circ}44'53''W$ , a distance of 208.67 feet to a set capped 5/8th rebar; thence  $N04^{\circ}15'07''E$ , a distance of 208.67 feet to a set capped 5/8th rebar; thence  $S85^{\circ}44'53''E$ , a distance of 208.67 feet to a set capped 5/8th rebar; thence  $S04^{\circ}15'07''W$ , a distance of 97.73 feet to the point of beginning, containing a calculated area of 1.0 acres, more or less, and as set forth on the Wetland Reserve Program survey by Mark A. Streit, LS520, dated March 3, 2011.