

**PROGRAMMATIC AGREEMENT AMONG
THE US DEPARTMENT OF VETERANS AFFAIRS,
THE NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES,
THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES,
THE NEBRASKA STATE HISTORIC PRESERVATION OFFICE,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE RELOCATION OF THE CENTRAL NEBRASKA VETERANS
HOME AT 2300 WEST CAPITAL AVENUE, GRAND ISLAND, NEBRASKA**

WHEREAS, Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C.306108, and its implementing regulations at 36 CFR Part 800 (Section 106), require federal agencies to take into account the effects of their undertakings on historic properties and provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on those undertakings; and

WHEREAS, the Department of Health and Human Services (DHHS) operates, controls and maintains the Central Nebraska Veterans Home at 2300 West Capital Avenue in Grand Island, Hall County, Nebraska, (the property), and the Department of Administrative Services (DAS) owns the property; and

WHEREAS, The Administration Building, McKinley Building, WWII Memorial Building, Pershing Building, Director's Office, and the Heating Plant (six buildings) on the property have been identified as eligible for the National Register of Historic Places (NRHP) as part of the Nebraska State Owned Historic Buildings Survey, 2013; and

WHEREAS, the DAS and the Department of Health and Human Services (DHHS) in their grant application to the US Department of Veterans Affairs (VA) State Home Construction Grant Program, identified that the property fails to meet current building standards, and that its' design fundamentally conflicts with current best practices established by the VA's *Community Living Centers Design Guide, June 2011*; and

WHEREAS, the State of Nebraska (state) determined a new home should be built to meet the current Community Living Centers standards and allocated funds for new construction in the 2013-2015 bi-annual state budget; and

WHEREAS, the State appointed a selection committee to receive proposals from communities to locate the new veterans home and the committee recommended a new location in Kearney, Nebraska to the Governor; and

WHEREAS, the Governor accepted the recommendation of the committee, and announced Kearney as the location for construction of a new Central Nebraska Veterans Home; and

WHEREAS, the state applied for and was awarded federal grant funds for construction of a new veterans home from the VA State Home Construction Grant Program; and

WHEREAS, the award of the VA grant, the construction of the new veterans home in Kearney, Nebraska, and the ultimate closure of the existing veterans home constitutes the entire undertaking subject to Section 106; and

WHEREAS, this undertaking will result in vacating the existing property, and DAS will undertake certain actions that may transfer, lease, sale or demolish the property resulting in an adverse effect; and

WHEREAS, VA has consulted with the Nebraska State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800 and has determined that the undertaking's area of potential effect (APE) includes the entire 640 acre irregular parcel as shown in the map at Attachment A; and

WHEREAS, DAS has retained qualified professionals to complete a National Environmental Policy Act (NEPA) assessment at the new Kearney location selected for the CNVH, and SHPO has concurred that no historic properties will be affected at the new location as documented in their letter at Attachment B dated September 11, 2012

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), DAS has notified the ACHP of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, the VA has delegated certain Section 106 responsibilities to DAS, pursuant to 36 CFR Section 800.2(c)(4), as documented in its letter dated April 30, 2014 (Attachment C); and

WHEREAS, the VA invited the Iowa Tribe of Kansas and Nebraska, the Omaha Tribe, the Pawnee Nation of Oklahoma, the Ponca Tribe of Nebraska, the Santee Sioux Tribe, and the Winnebago Tribe to participate in this agreement on June 3, 2015, and by July 9, 2015 no response had been received from the tribes (Attachment D); and

WHEREAS, the DHHS and DAS have invited public participation and comment on this PA in accordance with 36 CFR Section 800.14 (b)(2)(ii) through public meeting held on December 14, 2014 (meeting notes shown in Attachment E), and has made the document available for public comment at the Grand Island Public Library; and

WHEREAS, DAS has identified and invited project stakeholders to participate in the consultation (Project directory of agencies and stakeholders can be found at Attachment F); and

WHEREAS, DAS and DHHS have consulted with veterans organizations (identified in Project Directory at Attachment E) and the Hall County Historical Society regarding the effects of the undertaking on the Property and has invited them to sign this PA as concurring parties; and

WHEREAS, DAS, DHHS, VA, ACHP, and Nebraska SHPO have agreed to enter into this Programmatic Agreement in accordance with 36 CFR Section 800.14 (b)(v); and

NOW THEREFORE, DAS, DHHS, VA, Nebraska SHPO, and ACHP agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

VA will ensure that DAS carries out the following stipulations:

1. Roles and Responsibilities

- a. The VA will provide grant money for construction of the new CNVH at Kearney through the VA State Home Construction Grant Program. The VA delegates to DAS the responsibility for carrying out the stipulations within this agreement.
- b. DAS will appoint a project point of contact (Project Contact or PC) for the duration of this agreement. This person will serve as the primary point of contact for this PA, and will be responsible for all internal project review, documentation, and coordination among DAS, DHHS, VA, SHPO, and ACHP in accordance with Stipulation 2 Review of Deliverables and with Stipulation 7 Project Monitoring and reporting.
- c. The DAS Project Contact will receive and distribute all deliverables to the PA to the appropriate parties, agencies, or qualified professionals for review and comment. Qualified professionals include any individual who meets the Secretary of the Interior's *Professional Qualification Standards*. The PC shall ensure the completion and acceptance of all deliverables.
- d. Within two months (60) days of the implementation of this agreement, the Project Contact shall create, with other appropriate agencies, a working schedule to fulfill completion of all stipulations identified in this PA within its duration. The PC will electronically log and track all deliverables to the PA and will make them available to signatories to this agreement upon written request.
- e. The PC will generate and submit all reporting and monitoring documents pursuant to Stipulation 7 of this agreement, including:

- i. Tracking and maintaining project schedule
- ii. Responding to requests for information from consulting parties
- iii. Generating and circulating annual reports through the duration of this PA
- iv. Any coordination between signatories.

2. Review of PA Deliverables

- a. All Project deliverables identified in stipulations 3-10 and generated by subject matter experts or their sub-consultants for each stipulation will be submitted to the PC who will review for general completeness and forward to appropriate subject matter experts or qualified professionals for technical review and comment within 7 days of receipt of deliverable.
- b. Subject matter experts may include DHHS, DAS, SHPO, VA, Hall County Historical Society, City of Grand Island, Hall County, and any tribes or other signatories to this agreement. Each subject matter expert will respond to project review within 21 days of receipt and provide any comment to the PC.
- c. The PC will synthesize, organize, prioritize and forward the comments on each deliverable to appropriate authors to incorporate and/or discuss comments within 21 days of receipt from subject matter experts.
- d. The PC will track the review and incorporate into project schedule to maintain milestone deadlines throughout the duration of this PA.

3. Historic Property Identification/Site Survey

- a. Nebraska SHPO will lead the effort and in consultation with DAS will ensure that a detailed historic property identification report is completed for the Grand Island CNVH. Six buildings on the Property have been previously identified as NRHP eligible. The Property has multiple landscape features, a cemetery, and other buildings that have not been evaluated. The Property resides within the original 640 acre plot as identified in the map shown at Attachment A. The property identification report shall include the following:
 - i. Resource count and detailed description of all features located within the 640 acre Property including but not limited to buildings, sites, structures, objects, landscape features, walkways and connectivity, and the cemetery.
 - ii. Site map identifying all features of property
 - iii. Context documenting the history of the site and its significance within Nebraska state history to support draft NRHP nomination.
 - iv. Recommendations of NRHP eligibility for all features on the site.
 - v. Draft NRHP form.
 - vi. Archeological records search and recommendations for future archeological survey, if needed. No new archeological survey will take place as part of this undertaking.

- b. SHPO will provide comment to report author (through the PC) to reach concurrence with the recommendations in the historic property identification report.
 - c. The historic resources identified in the report will be considered as part of the Management/Redevelopment Plan identified at Stipulation 5 below.
 - d. SHPO in consultation with DAS will finalize the report within six months of the execution of this agreement.
4. Continuation of Maintenance and Services
- a. DHHS will maintain all professional medical services provided at the Property throughout the duration of this PA.
 - b. DHHS will provide annual reports to DAS documenting the retention of patient services at the Property. Report template is located at Attachment G.
 - c. DHHS and DAS will ensure the continued maintenance of all facilities and support resources such as the cemetery and common grounds on the Property throughout the duration of this PA.
5. Management and/or Redevelopment Plan (the Plan)
- a. DAS in cooperation with the City of Grand Island will identify and retain an appropriate professional team to prepare a management and/or redevelopment plan for the property. This team may include planners, realtors, marketing experts, historians, developers, economic development groups, and/or public officials as identified by DAS in consultation with the City of Grand Island. This management/redevelopment plan will address issues such as zoning, cost, and viability of reuse of resources on the property. Issues addressed in the plan should include, but not be limited to the following:
 - i. Potential continued use for the CNVH at the Property.
 - ii. Potential new residential and/or medical uses for the Property.
 - iii. Potential for new use for other public agencies in the region including but not limited to other city, county, state, or federal agencies.
 - iv. Potential for redevelopment of the Property into new commercial/industrial/recreational/residential uses
 - v. Potential use to commemorate or memorialize the service and/or history of state veterans including museum, interpretive center, and continuing active use of the cemetery.
 - vi. Potential for no new appropriate use of the existing Property.
 - vii. Public input on the plan will be sought through a public meeting held in Grand Island.
 - b. DAS will ensure that input from the consulting parties is sought and included in the Plan.
 - c. DAS will ensure that viable potential new uses identified in the plan are publicly advertised and disseminated to appropriate developers, state or federal agencies,

or private parties for potential execution and implementation of recommendations in the Plan.

- d. DAS will finalize the plan within 18 months of the execution of this document.
6. DAS will ensure that all aspects of appropriate Nebraska Revised Statutes pertaining to actions at state-owned properties are met. These laws include the following:
 - a. Nebraska Revised Statute 72-810 requires state agencies that propose improvements, alterations, or changes made by the state, its agencies, or departments on or to any historic structure owned by the State of Nebraska shall be in keeping with its historical or architectural significance. Such alterations shall be made according to the standards set by the United States Department of the Interior. No alteration shall be made without review and comment by the Nebraska SHPO. If the state does not agree with the review and comment of the SHPO then a final determination as to what action must be followed by the state shall be made by the Governor.
 - b. Nebraska Revised Statute 72-815 directs the actions of the state regarding vacant buildings and excess land.
 - i. 72-815(2) requires DAS to notify SHPO if a building is to be demolished and allow at least thirty days prior to the beginning of demolition or disassembly for SHPO to collect any photographic or other evidence of historic value.
 - ii. 72-815(3)(a) provides guidance if a building or land is to be sold or leased.
 - iii. 72-815(3)(b) allows state-owned historic buildings listed in the National Register of Historic Places to be sold to a not-for-profit community organization which will maintain the historic integrity of the building.
7. Project Monitoring and Reporting
 - a. The PC will report to the signatories of this PA every six months after this agreement is executed on stipulation implementation process. An electronic version of the report may be circulated among the signatories along with an updated calendar of project activity. A report template is found in Attachment F.
 - b. Signatories will have 30 calendar days to provide comments on the bi-annual report and may at that time request a meeting to discuss any comments. If the PC determines a meeting is necessary, he/she will accommodate such a meeting within 60 calendar days of the request.
 - c. Any signatory may request updates to the status of specific stipulations to this agreement throughout the duration of this PA. Requests for updates shall be addressed to the PC. The PC will determine the level of documentation, if any, required by the request.
8. Cemetery Management

- a. DAS and DHHS will ensure the continued maintenance and protection of the cemetery located within the boundaries of the property. This maintenance and protection shall include at a minimum:
 - i. Maintenance and care of lawn including regular mowing, trimming, and weed management.
 - ii. Protection of the cemetery by continued maintenance of fencing and protective boundary obstacles to general access to the area
 - iii. DAS will identify contract options, operation changes, budget, staff, and management resources to meet the future needs of the cemetery based on visitation and usage during the occupancy of the property. DAS will document how to provide accommodation to the cemetery following construction of the new CNVH at the Kearney location within 36 months of the execution of this agreement.

9. Historic Marker

- a. DAS will produce a historic marker to place along the public roadway system near the property to provide interpretation to the general public.
 - i. The historic marker will be done in cooperation with the Nebraska State Historical Society (NSHS) Historic Marker program.
 - ii. DAS will follow the established guidelines of the NSHS Historic Marker program
 - iii. DAS will install this historic marker within five years of the execution of this PA.

10. Historic Documentation

- a. DAS in consultation with SHPO will retain a qualified professional to research, collect and electronically catalog historic photographs of the Property.
- b. DAS will make these images available to the public by providing them to the Hall County Historical Society for posting on its' web page.
- c. DAS will provide up to five 8 x 10 printed and mounted images to the Hall County Historical Society for display at its discretion at one of its museum facilities.

11. Administrative Stipulations

- a. Duration
 - i. The duration of this PA shall be seven (7) years from the date it is signed by all signatories.
- b. Inadvertent discoveries
 - i. In the event that one or more historic properties are discovered or that unanticipated effects on historic properties are found during the implementation of this PA, DAS shall follow the procedure specific in 36 CFR Part 800.13
- c. Amendments

- i. If one or more signatories determine that an amendment to the PA is needed, the signatories to this PA shall consult to consider such an amendment.
 - ii. The signatories will have 30 calendar days to consider the amendment. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.
 - iii. The PC shall notify, within 30 calendar days, all the consulting parties in writing when an amendment to this PA has been executed.
- d. Dispute Resolution
- i. Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, DAS shall consult with such party to resolve the objection. If DAS determines that the objection cannot be resolved, it will:
 1. Provide VA with documentation relevant to the dispute and request its advice on resolution. VA will provide DAS with its advice on how to resolve the objection within 30 days, and DAS and VA shall consult with the party jointly to resolve the objection. If DAS and VA determine that the objection still cannot be resolved, they will:
 - a. Forward all documentation relevant to the dispute, including proposed resolution to the ACHP. The ACHP will provide DAS and VA with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, DAS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. DAS will then proceed according to its final decision.
 - b. If the ACHP does not provide its advice regarding the dispute within the 30 calendar days, DAS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DAS will prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.

- c. It is DAS' responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.
- e. Termination
 - i. If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation 11(c) above. If after 30 calendar days (or another time period agreed to by all signatories) an amendment cannot be executed, any signatory may terminate the PA upon written notification to the other signatories.
 - ii. Once the PA is terminated, and prior to work continuing on the undertaking, DAS must either execute a new PA pursuant to 36 CFR Section 800.6, or request, take into account, and respond to the comments of the ACHP under 36 CFR Section 800.7. DAS shall notify the signatories as to the course of action it will pursue.
- f. Anti-Deficiency Act Compliance
 - i. All requirements set forth in this PA requiring expenditure of VA funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341).
 - ii. No obligation undertaken by the VA under the terms of this PA shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

EXECUTION of this PA by DAS, DHHS, SHPO, VA, and ACHP and implementation of its terms evidence that VA and DAS have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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REGARDING FUNDING THE RELOCATION OF THE CENTRAL NEBRASKA
VETERANS HOME AT 2300 WEST CAPITAL AVENUE, GRAND ISLAND,
NEBRASKA

United States Department of Veterans Affairs:



Ed Litvin/Director, OCAMES

7/9/2015

DATE

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NEBRASKA**

Advisory Council on Historic Preservation



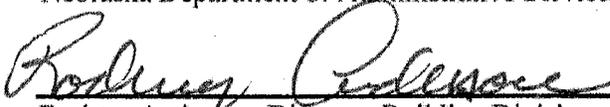
John M. Fowler, Executive Director

7/20/15

DATE

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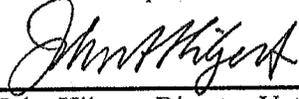
Nebraska Department of Administrative Services


Rodney Anderson, Director, Building Division

7/8/15
DATE

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Nebraska Department of Health and Human Services



John Hilgert, Director Veterans Home Services

7/6/15

DATE

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Nebraska State Historic Preservation Officer



Michael J. Smith
State Historic Preservation Officer

07-08-2015

DATE

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CONCURRING PARTIES

Hall County Historical Society

Fred Roeser, President

DATE

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City of Grand Island

Jeremy Jensen, Mayor

DATE

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Hall County Board of Supervisors

Pamela E. Lancaster, District 4 Supervisor

DATE

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NEBRASKA**

Hall County Board of Supervisors

Gary Quandt, District 6 Supervisor

DATE

Attachments

Attachment A-Site map/APE

Attachment B- SHPO Section 106 correspondence regarding Kearney site

Attachment C-VA letter delegating Section 106 authority to DAS

Attachment D-Tribal consultation documents

Attachment E-Public meeting notes

Attachment F-Project Directory

Attachment G-Annual/Bi-Annual Report Template

Attachment A

Site and Location Map

EXISTING SITE



HWY 2

VETERANS HOME

CAPITAL AVENUE



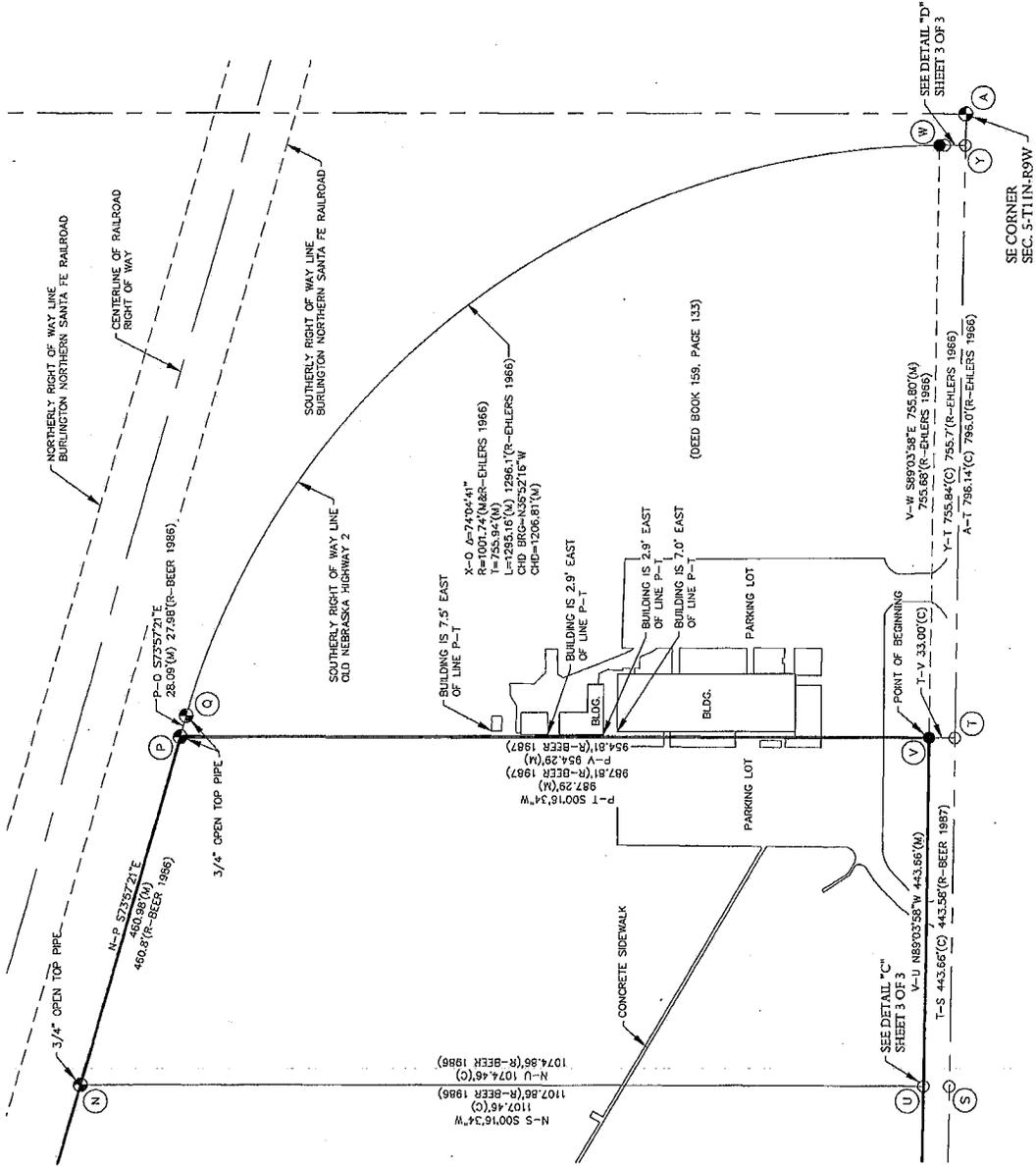
SURVEY RECORD
 ADMINISTRATIVE SERVICES
 SURVEY RECORD
 HALL COUNTY, NEBRASKA
 TOWNSHIP 11 NORTH, RANGE 9 WEST
 PART OF SECTIONS 6 AND
 GOVERNMENT LOT 2 IN SECTION 8

PROJECT NO.	REC1217
DATE	10/19/2012
DRAWN BY	ALS
FIELD NAME	SECTION 8
FIELD BOOK	SHAW ISLAND #2
FIELD SHEET	60
APPROVAL NO.	000
REVISION	
REVISION	
REVISION	



CORNER TIES:

- (A) SE CORNER SECTION 5-T11N-R5W
 FOUND A 2" ALUMINUM CAP FLUSH WITH CONCRETE SURFACE TO CHISELED "X" IN CONCRETE BASE FOR LIGHT POLE (0.2' ABOVE GROUND)
 NW 60.42' TO A REDHEAD IN THE WEST FACE OF A POWER POLE (4' ABOVE GROUND)
 SW 58.73' TO CHISELED "X" IN CONCRETE BASE FOR LIGHT POLE (0.2' ABOVE GROUND)
 SE 61.15' TO CHISELED "X" IN CONCRETE BASE FOR LIGHT POLE (0.2' ABOVE GROUND)
 ON CENTERLINE OF NORTH-SOUTH BROADWELL AVENUE ON CENTERLINE OF EAST-WEST CAPITAL AVENUE
- (B) NE CORNER SE 1/4 SECTION 5-T11N-R5W
 FOUND A SURVEY NAIL MARKER FLUSH WITH ASPHALT SURFACE TO A REDHEAD IN THE WEST FACE OF A POWER POLE (4' ABOVE GROUND)
 NW 167.65' TO A REDHEAD IN THE WEST FACE OF A POWER POLE (4' ABOVE GROUND)
 W 40.10' TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "LS E33"
 SE 156.98' TO THE CENTERLINE OF THE NORTH FACE OF A POWER POLE (4' ABOVE GROUND)
 SSE 156.98' TO THE CENTERLINE OF THE NORTH FACE OF A FIRE HYDRANT ON CENTERLINE OF NORTH-SOUTH BROADWELL AVENUE
- (C) NE CORNER NW 1/4 SECTION 5-T11N-R5W
 FOUND A 2" ALUMINUM CAP FLUSH WITH CONCRETE SURFACE TO A MAG NAIL AND WASHER IN THE NORTH FACE OF A POWER POLE (2' ABOVE GROUND)
 NW 74.00' TO A REDHEAD IN THE SE FACE OF A POWER POLE (2' ABOVE GROUND)
 NNE 74.00' TO A REDHEAD IN THE TOP OF A FENCE POST
 NE 96.01' TO A REDHEAD IN THE TOP OF A FENCE POST
 SE 120.18' TO A REDHEAD IN THE TOP OF A FENCE POST
 S 2.5' TO THE CENTERLINE OF HIGHWAY 281
- (D) NW CORNER SW 1/4 SECTION 5-T11N-R5W
 FOUND A STEEL "U" POST 0.4' DEEP
 N 8.30' TO A NAIL IN THE EAST FACE OF A FENCE POST (0.2' ABOVE GROUND)
 W 8.42' TO A NAIL IN THE SOUTH FACE OF A CORNER FENCE POST (0.2' ABOVE GROUND)
 E 5.80' TO THE REAR FACE OF A 2" STEEL POST
- (E) NW CORNER GOV. LOT 2 SECTION 5-T11N-R5W
 FOUND A 2-1/2" ALUMINUM CAP STAMPED "HOSTLER" FLUSH WITH ASPHALT SURFACE (2' ABOVE GROUND)
 W 33.28' TO A MAG NAIL AND WASHER IN THE NORTH FACE OF A POWER POLE (2' ABOVE GROUND)
 W 32.58' TO A REDHEAD IN THE CENTER OF A RIGHT OF WAY MARKER
 E 33.95' TO A REBAR IN THE CENTER OF A RIGHT OF WAY MARKER
 SSE 86.40' TO THE CENTER OF THE TOP NUT OF A FIRE HYDRANT
 SSW 82.79' TO A MAG NAIL IN THE NW FACE OF A POWER POLE (1' ABOVE GROUND)
 W 0.5' TO THE CENTERLINE OF NORTH-SOUTH WEB ROAD
- (F) SW CORNER SECTION 6-T11N-R5W
 FOUND A 2-1/2" ALUMINUM CAP STAMPED "HOSTLER" FLUSH WITH CONCRETE SURFACE TO A BRASS CAP
 N 0.98' TO A NAIL IN A POWER POLE
 NW 77.96' TO A NAIL IN A POWER POLE
 SW 83.20' TO A NAIL IN A POWER POLE
 ON CENTERLINE OF NORTH-SOUTH WEB ROAD ON CENTERLINE OF EAST-WEST CAPITAL AVENUE
- (G) SW CORNER SECTION 5-T11N-R5W
 FOUND A 2-1/2" ALUMINUM CAP STAMPED "HOSTLER" FLUSH WITH CONCRETE SURFACE TO A 1" OPEN TOP PIPE NORTH OF A CHAIN LINK CORNER FENCE POST
 S 56.73' TO A NAIL IN THE NE FACE OF A POWER POLE (0.2' ABOVE GROUND)
 NW 46.15' TO A NAIL IN THE SW FACE OF A POWER POLE (0.2' ABOVE GROUND)
 SW 41.18' TO A NAIL IN THE NW FACE OF A POWER POLE (0.2' ABOVE GROUND)
 S 2' TO THE CENTERLINE OF EAST-WEST CAPITAL AVENUE
- (H) SE CORNER SW 1/4 SECTION 5-T11N-R5W
 FOUND A SURVEY NAIL MARKER FLUSH WITH ASPHALT SURFACE TO A NAIL IN THE SW FACE OF A POWER POLE (2' ABOVE GROUND)
 NW 61.48' TO A NAIL IN THE SE FACE OF A POWER POLE (2' ABOVE GROUND)
 NE 57.92' TO A NAIL IN THE SE FACE OF A POWER POLE (2' ABOVE GROUND)
 N 31.83' TO A 3" ALUMINUM CAP STAMPED "STORM SEWER MANHOLE"
 N 31.83' TO A 3" ALUMINUM CAP STAMPED "CITY BENCHMARK"
 N 32.86' TO A 1" OPEN TOP PIPE
 N 1.5' TO THE CENTERLINE OF EAST-WEST CAPITAL AVENUE ON CENTERLINE OF A ROAD SOUTH





LEGAL DESCRIPTION:

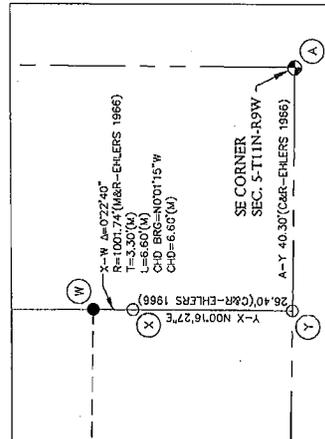
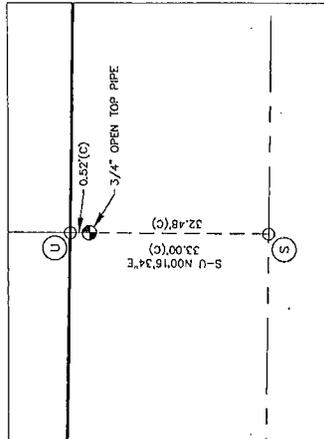
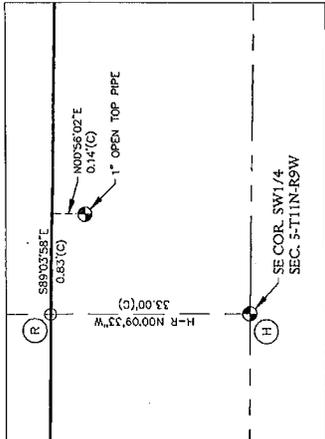
A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND A PART OF SECTION 5, BOTH IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M. HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE N89°03'58"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 796.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°16'34"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE N89°03'58"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 443.66 FEET; THENCE N89°03'58"W, CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1405.40 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE N89°42'04"W, CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2526.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE N89°35'46"W, CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 186.55 FEET TO THE EAST RIGHT OF WAY LINE OF WEBB ROAD; THENCE N00°77'35"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2259.65 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°54'50"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 4413.69 FEET; THENCE S73°57'21"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 460.98 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN DEED BOOK 159, PAGE 133; THENCE S00°16'34"W ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 954.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1771.60 ACRES, MORE OR LESS.

SURVEYORS REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF NEBRASKA ADMINISTRATIVE SERVICES. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER OF A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND A PARCEL OF LAND LOCATED IN SECTION 5, BOTH IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M. HALL COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND 5/8" REBAR WITH A PLASTIC CAP STAMPED "LS 704", UNLESS NOTED OTHERWISE. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "L.S. 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE GPS R8 AND A 100 FOOT STEEL TAPE.



Attachment B

**SHPO Section 106 Correspondence
Regarding Kearney Site**