



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

MEMORANDUM

Date: December 12, 2025

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Thursday, December 11th, 2025, at 5:30 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room. Subcommittee members present: Christine Lamberty-Chair, Don Jacobson, Anthony Schutz, Suzanne Mealer, Stephanie Matejka, Mark Spangler, David Hibler, and Melissa Baker. Director Bob Andersen was also present. District staff were David Potter, Eric Zach, and Will Inselman. There were two action items for consideration.

The first item on the agenda was the consideration of a MoPac East Trail license agreement for an agricultural trail crossing. Recently, the District was contacted by a property owner along the MoPac East Trail near Walton about updating a license agreement for an existing trail crossing. This 70-acre parcel of farmland was recently purchased by Roxxon Energy LLC, and the company indicated that they plan to continue having a tenant farm the property. The existing crossing is approximately 950 feet northeast of the MoPac East Trail crossing of 120th St. There is no other access to the north side of the property. Staff recommended the approval of the license agreement.

It was moved by Jacobson, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to sign a license agreement for an agriculture crossing on the MoPac East Trail.

Motion Passed: 8-0

The second item on the agenda was the consideration of the Wachiska Audubon Society, which contacted District staff regarding its acquisition of the Bagley property from the UNL Foundation. Wachiska, a long-standing partner with LPSNRD, has now made the property its headquarters. Since taking over ownership, Wachiska would like to amend the easement to modernize/clean up, add a new legal description for the property, and identify the official change in ownership of the property from the UNL Foundation. This would be the third amendment to this easement. The edits also include items that were identified by Walt Bagley before his passing. District staff indicated that legal counsel has reviewed the easement amendment to this final draft. Staff answered a question regarding the concern for losing any of the original intent of the easement. Staff

confirmed that they had reviewed the edits to make sure that the main intent of the Bagley family was not lost with these edits.

It was moved by Baker, seconded by Matejka, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the third amendment to the Bagley Conservation Easement with the Wachiska Audubon Society.

Motion Passed: 8-0

Meeting adjourned at 5:43 p.m.

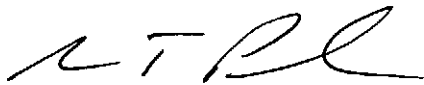
PC: RF&W subcommittee file

December 1, 2025

Dear Lower Platte South NRD,

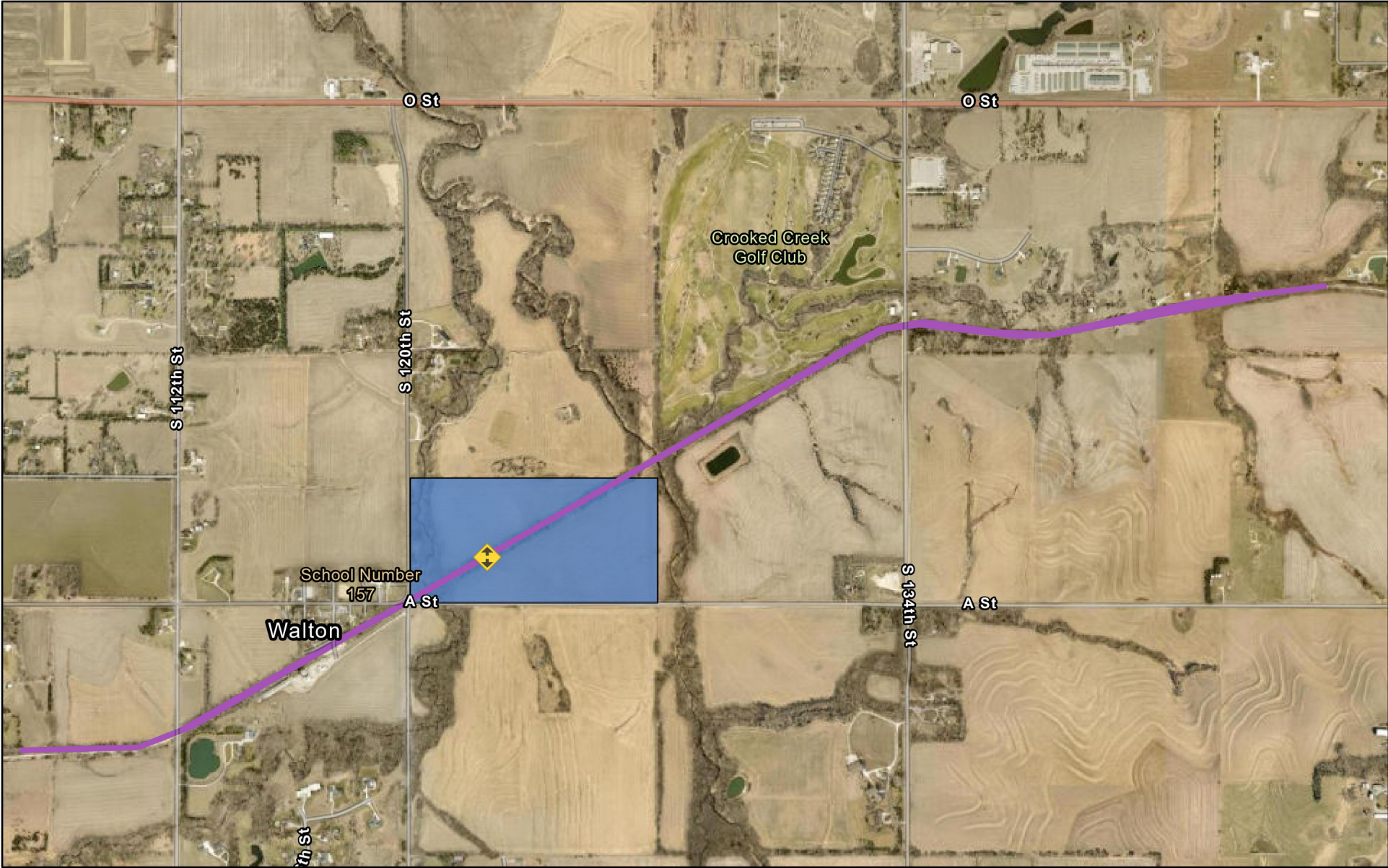
We are requesting a license agreement for one crossing on the MoPac East Trail in Lancaster County. Roxxon Energy LLC recently purchased a property that is bisected by the trail and would like to be able to cross the trail in one location to access the north portion of the property for agricultural purposes. The crossing is an existing access that was granted to the previous owner through a license agreement. The property resides in the S ½ of the SW ¼ of Section 29, T-10N, R-8E, in Lancaster County, Nebraska.

Sincerely,




A handwritten signature in black ink, appearing to read 'S. Peed', with a stylized flourish at the end.

Shawn Peed

Roxxon Energy LLC Exhibit A

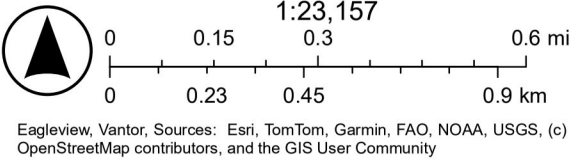


12/2/2025

-  Crossing
 -  MoPac East Trail
 -  Roxxon Energy Property
- Document Page #4

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery

High Resolution 30cm Imagery
Citations
4.8m Resolution Metadata



LICENSE FOR PRIVATE CROSSING

Agreement made this 17th day of December, 2025, by and between Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, having its office at 3125 Portia Street, Lincoln, Lancaster County, Nebraska, herein referred to as the “District,” and Roxxon Energy LLC, 120 W. Harvest Dr., Lincoln, NE, 68521, Lancaster County, herein referred to as the “Licensee.”

WITNESSETH:

RECITALS

- A. The District owns the MoPac East Trail from Lincoln, Nebraska to Wabash, Nebraska, which has been developed as a conservation corridor and recreational trail (the “Trail”).
- B. Licensee desires to obtain one private crossing for agricultural purposes only across the Trail in the S ½ of the SW ¼ of Section 29, T-10N, R-8E, in Lancaster County, Nebraska, shown on Exhibit “A” attached hereto and incorporated herein by this reference.

In consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. The District hereby grants to the Licensee, a license to use the Trail as a private crossing for agricultural purposes, subject to the terms below, at the locations specified in Paragraph B above, free of charge.
2. If Licensee desires to construct a new private crossing, relocate an existing crossing, or make modifications to an existing crossing, then Licensee shall perform such construction, at Licensee’s expense, from the mutual property lines on both sides of the trail up to the edge of the trail surface on the location designated above, to the satisfaction of the District. The District shall be responsible for the construction of the trail surface and will perform routine trail maintenance of the trail surface and the private crossing. Any construction or modification of a private road crossing by the Licensee, may only be made after obtaining the prior written consent and approval of the District.
3. Licensee shall permit the crossing to be used only by Licensee, Licensee’s family or Licensee’s agents and employees, for agricultural purposes and nothing herein contained shall be construed as a grant of the right to use the crossing or any part thereof to any other party or to the public, or for any other purpose.

4. If it should become necessary for the District at any time to make a change in the private road where it crosses the Trail in order to accommodate any change or revision in the Trail, including but not limited to the raising or lowering of its grade, or any additions or improvements to the Trail, then the District shall have the right to make such changes, at the District's expense, including the right to modify, relocate or remove the private crossing.
5. Licensee, Licensee's family, or Licensee's agents or employees shall yield the right-of-way to all recreational trail users.
6. Licensee shall indemnify the District against all suits, claims, liabilities, expenses and damages that may be suffered or incurred by reason of Licensee's location, construction, reconstruction, modification, use, or removal of such crossing(s). Licensee shall indemnify the District against all loss, costs, or damages that Licensee or any person may suffer or sustain by reason of Licensee's entry or the entry of Licensee's livestock, machinery or equipment onto the Trail through the crossing(s), and against all judgments that any person may recover from the District by reason of any loss or damage.
7. The District shall have the right to terminate this License for any reason, including but not limited to failure by Licensee to comply with the terms and conditions of this License, and may terminate this License by giving Licensee thirty (30) days prior notice in writing of the District's intention to do so at the address identified above or such other address as the Licensee may hereafter designate. After the District has terminated this License, the Licensee shall have no further right to use such crossings, and the District shall have the right to remove the crossings at the District's expense.
8. This License shall not be transferred or assigned unless such transfer or assignment has received prior written approval by the District. The District shall not unreasonably withhold its approval. If Licensee's property is sold, ownership is otherwise transferred, or leased in any manner, this License shall automatically terminate. The District shall be notified if there is a change in Trustee for the Licensee.

IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, A Political Subdivision of the State of
Nebraska,

By: _____
David Potter, General Manager

By: _____
Licensee, Roxxon Energy LLC, Shawn Peed

Third Amendment to Conservation Easement

WHEREAS, on December 7, 1982, WALTER T. BAGLEY & VIRGINIA A. BAGLEY, husband and wife (collectively, “**Grantors**”) and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (“**Grantee**” or “**District**”) entered into that certain Conservation Easement, as amended from time to time (collectively, the “**Conservation Easement**”), concerning certain real property described in **Exhibit A** attached hereto (the “**Protected Property**” also known as “**Prairie Pines**”), an arboretum and natural site intended to promote, provide and maintain beneficial habitat for diverse living species and a pleasant place for people to visit and learn.

WHEREAS, on or about November 25, 1992, the Grantors conveyed in fee simple a portion of the Protected Property, legally described as set forth in **Exhibit B** attached hereto (the “**Fee Property**”) to the University of Nebraska Foundation, a Nebraska nonprofit corporation (“**UNF**”) for the purpose of providing the Institute of Agriculture and Natural Resources, University of Nebraska (“**IANR**”) with outdoor teaching and research facilities.

WHEREAS, on or about November 25, 1992, the Grantors conveyed to UNF a remainder interest subject to a joint life estate in the Grantors, in another portion of the Protected Property legally described as set forth in **Exhibit C** attached hereto (the “**Remainder Property**”).

WHEREAS, on or about March 7, 2003, Grantors conveyed to UNF by Quitclaim Deed, Grantor’s interest in a portion of the Remainder Property, legally described as set forth in **Exhibit D** attached hereto, thereby vesting a fee simple interest in said property in UNF thereby becoming part of the Fee Property

WHEREAS, on or about March 7, 2003, Grantors conveyed to UNF, by Quitclaim Deed, a remainder interest, subject to a joint life estate with the right of survivorship in the Grantor’s or the survivor of them, in that certain portion of the Remainder Property legally described as set forth in **Exhibit E** attached hereto, thereby becoming the entirety of the Remainder Property.

WHEREAS, on December 18, 2024, UNF, conveyed to Wachiska Audubon Society (“**Owner**”) certain real property (the “**Protected Property**” also known as “**Prairie Pines**”) described in **Exhibit F** attached hereto and derived from the Official Survey Record dated November 25, 2024.

WHEREAS, the Owner now desires to amend certain terms of the Conservation Easement which will promote and enhance the Protected Property and the purposes of the Conservation Easement;

NOW THEREFORE, in consideration of the recitals and the mutual covenants expressed in the Conservation Easement and herein, the parties hereby agree as following:

1. The Second Amendment to the Conservation Easement dated September 26, 2012, is hereby revoked.

2. The Amended Plot Plan and Amended Legend set forth in the Second Amendment to Conservation Easement on the Protected Property shall be deleted in their entirety and replaced with the Second Amended Plot Plan attached hereto as **Exhibit G** and Amended Legend as attached hereto as **Exhibit H** and shall serve as the Plot Plan and Legend for this Third Amendment to the Conservation Easement.

- 3 Paragraph 5 of the Conservation Easement, as amended, shall be deleted in its entirety and the following substituted in its place:

The Owner, makes the following covenants which shall run with and bind the Protected Property in perpetuity:

- (a) Existing buildings and structures (“**Existing Structures**”) shall be maintained in useable and stable condition until it has been determined, in writing, by the District, the Owner and Prairie Pines Partners (as hereinafter defined), that such building(s) (i) are of no historic value (ii) are unsafe, or (iii) are of no material use to the operations of Prairie Pines. In the event any Existing Structure is damaged by fire or other casualty covered by insurance naming Owner or its Assigns as insured, Owner and/or its Assigns shall make all structural repairs reasonably necessary to repair and restore the Existing Structure. If repair to an Existing Structure is not feasible, all usable materials will be salvaged for use in future Improvements (as defined below) or for other charitable uses. The structure of the existing former residence, now visitor center (the “**Visitor Center**”) is occupied by the Owner and Prairie Pines Partners , and is located in Area 20, as identified in the Second Amended Plot Plan attached hereto as **Exhibit G**, shall be maintained in its current configuration. Further, if the District, the Owner and Prairie Pines Partners agree, other structural changes may be made if necessary to ensure and to enhance educational programming, public use and accessibility.

There shall be no construction of new buildings, no camping accommodations or mobile homes, signage, billboards or new residences on the Protected Property, except such buildings as may be necessary to carry out and enhance the Protected Property’s mission, as stated herein, which shall include an educational building (collectively, “**Improvements**”). Improvements shall be constructed only in designated Area 20 (the “**Farmstead Site**”) as identified in the Second Amended Plot Plan attached hereto as **Exhibit G**, provided, however, additional facilities are needed for educational activities. In the unforeseen event that additional facilities are needed but not possible in Area 20, the District, the Owner and Prairie Pines Partners may consider other locations if in agreement. All Improvements shall be constructed, so far as is reasonably possible, using sustainable materials and practices.

- (b) Field roads will be limited to grassy trails necessary to carry out maintenance and access. Roads will not be graded except as necessary to maintain them as passable grassy trails and will not be hard surfaced except as necessary for safe access. Limited use of rock may be used.

- (c) Foot trails may be engineered, surfaced and bridged to allow accessibility. Terraces and waterways may be added and must be maintained. Areas may be adapted to improve wildlife habitat, including small water-pooling areas. No dams will be permitted. New water wells will not be permitted on the perched water tables located in Areas 16, 17, 18, 19 and 20 on the Second Amended Plot Plan, as set forth in **Exhibit G** attached hereto.
- (d) There shall be no removal or cutting of living trees or other woody plants and native prairie flora except as determined to be desirable to maintain the vigor and effectiveness of woodlands, windbreaks, and native prairie areas, to carry out the mission of the Property, or as otherwise provided for herein. Pruning and removal of dead, damaged, diseased or dangerous limbs or trees is allowed. Den trees and snags shall be retained when and where appropriate. Additional woody plantings are permitted in accordance with the long range goals of the Property. Volunteer woody plants shall be removed from prairie areas and may be removed from other areas as needed to maintain the management goals of the individual management unit and in accordance with the Property's mission. Windbreaks shall be maintained and replaced as needed so as to maintain their effectiveness. Species selection shall be in accordance with the best species for the site and protection objective.
- (e) There shall be no burning or dumping of trash, garbage, or unsightly material, however, prescribed burning may be utilized for grassland management. A prescribed compost area for compostable material is permitted but must be visually screened and be maintained so as not to create health hazards.
- (f) The Protected Property shall remain as grassland or woodland. Variances to any of the proposed land uses are permitted if in accordance with the overall mission of the Protected Property for wildlife habitat, public use, research and education and all other reasonable options considered by the District, the Owner and Prairie Pines Partners. The implications and potential impacts associated with changes in climate, especially to biodiversity and ecosystems, may influence management practices requiring their adaptation, innovation and flexibility. For this reason, the provisions above may be modified to provide the best habitat for the most species on the Protected Property.
- (g) Any costs or expenses that are incurred in implementing the covenants contained herein shall be borne in full by the Owner and/or its Assigns.
- (h) Fields 7a and 7b, as described in the Second Amended Plot Plan, and attached hereto as **Exhibit G** and the Second Amended Plot Plan Legend, attached hereto as **Exhibit H**, may be leased or subleased. Fields 7a and 7b may be cultivated and used for educational purposes. A lessee may erect a

permanent structure in Field 7a, or along the north edge of Area 20 at its sole cost and expense or in collaboration with the Owner. Such a structure must meet the requirements for a sustainable “green” structure. If needed, an additional well may be permitted in Fields 7a or 7b. Fields 7a and 7b shall be returned to native prairie condition if not cultivated.

- (i) All new plantings on the Protected Property shall be designed to resemble a natural landscape as is feasible. Mulching is the preferred method for weed control. Judicious herbicide application is permitted for weed control and removal of undesirable plants.
4. Prairie Pines Partners, Ltd., a Nebraska nonprofit corporation (“**Prairie Pines Partners**”), dedicated to the spirit and preservation of the Protected Property, shall enter a Prairie Pines Nature Preserve Collaboration Agreement with Owner attached hereto as **Exhibit I** with respect to cooperation and coordination between the parties regarding joint property management, use and preservation of the Protected Property and the Conservation Easement. Should owners change in the future, Prairie Pines Partners, Ltd., shall enter into a like agreement with new owners.
- 5 The remaining terms of the Conservation Easement shall continue in full force and effect.

_____ 2025.

Wachiska Audubon Society,
a Nebraska nonprofit Corporation, Successor Owner,
Grantor

Mark Brohman

Director, Wachiska Audubon Society

David Potter

General Manager

[illegible]

_____ day of _____, 2023, by _____,
_____, a Nebraska non-profit Corporation, on behalf of the
Corporation.

Notary Public

[illegible]

The foregoing Amendment to Conservation Easement was acknowledged before me this _____ day of _____, 2025, by David Potter, General Manager of the **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, on behalf of the political subdivision.

Notary Public

EXHIBIT A

**LEGAL DESCRIPTION OF
PROTECTED PROPERTY
SUBJECT TO
CONSERVATION EASEMENT
DATED DECEMBER 7, 1982**

South One-Half (S ½) of Fractional Section Seven (7), Township Ten (10) North, Range Eight (8) East, of the 6th P.M., Lancaster County, Nebraska, containing One Hundred Forty-Five (145) acres, more or less, also described as the East One-Half (E ½) of the Southeast Quarter (SE ¼), and Lots Three (3) and Four (4), all in the South One-Half (S ½) of Fractional Section Seven (7).

EXHIBIT B

**LEGAL DESCRIPTION OF
PORTION OF PROTECTED PROPERTY
CONVEYED TO THE UNIVERSITY OF NEBRASKA FOUNDATION
ON NOVEMBER 25, 1992**

Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); and Lot Three (3) in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Seven (7), Township Ten (10) North, Range Eight (8) East of the 6th P.M., Lancaster County, Nebraska

EXHIBIT C

LEGAL DESCRIPTION OF
PORTION OF PROTECTED PROPERTY
CONVEYED TO THE UNIVERSITY OF NEBRASKA FOUNDATION
WITH A REMAINDER INTEREST
SUBJECT TO JOINT-LIFE ESTATE TO GRANTORS
DATED NOVEMBER 25, 1992

Southcast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) and Lot Four (4) in the Southwest
Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Seven (7), Township Ten (10) North,
Range Eight (8) East of the 6th P.M., Lancaster County, Nebraska

EXHIBIT D

LEGAL DESCRIPTION OF
PORTION OF REMAINDER PROPERTY
CONVEYED BY GRANTORS TO
UNIVERSITY OF NEBRASKA FOUNDATION
MARCH 7, 2003

EXHIBIT "A" (3 pages)

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 11 I.T., LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 08 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 50.70 FEET TO A POINT, THENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 44.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 12 DEGREES 57 MINUTES 10 SECONDS WEST ALONG A WEST LINE OF SAID LOT 11 I.T., A DISTANCE OF 51.18 FEET TO A WEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING 33.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 00 DEGREES 08 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11 I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 602.85 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES 08 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF LOT 11 I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 612.95 FEET TO A NORTHWEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING ON THE SOUTH LINE OF LOT 3 I.T., THENCE NORTH 89 DEGREES 08 MINUTES 58 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 11 I.T., SAID LINE BEING THE SOUTH LINE OF SAID LOT 3 I.T., A DISTANCE OF 1,156.82 FEET TO A WEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 3 I.T., THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS EAST ALONG A WEST LINE OF SAID LOT 11 I.T., SAID LINE BEING THE EAST LINE OF SAID LOT 3 I.T., SAID LINE BEING THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 1,317.74 FEET TO A NORTHWEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 3 I.T., SAID POINT BEING THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 89 DEGREES 03 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 11 I.T., SAID LINE BEING THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,188.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 I.T., SAID POINT BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF

EXHIBIT "A" con't

SAID LOT 11 I.T., SAID LINE BEING THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,589.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11 I.T., SAID POINT BEING 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 274.69 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE SOUTH 83 DEGREES 32 MINUTES 47 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 100.69 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 175.00 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE NORTH 86 DEGREES 49 MINUTES 55 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 26.79 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE SOUTH 67 DEGREES 35 MINUTES 07 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 27.09 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 40.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 160.00 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE SOUTH 85 DEGREES 14 MINUTES 54 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 100.40 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE NORTH 87 DEGREES 19 MINUTES 04 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 200.22 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 45.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 45.00 FEET NORTH OF AND PARALLEL WITH

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THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 150.00 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE SOUTH 84 DEGREES 40 MINUTES 48 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 150.73 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 48 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 10.18 FEET TO A POINT, THENCE NORTH 00 DEGREES 45 MINUTES 14 SECONDS WEST ALONG A LINE PERPENDICULAR FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 659.55 FEET TO A POINT, THENCE NORTH 89 DEGREES 51 MINUTES 28 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 654.01 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 4,132,767.90 SQUARE FEET OR 94.88 ACRES, MORE OR LESS.

AND

LOT 3 I.T., LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, CONTAINING 35.94 ACRES, MORE OR LESS.

EXHIBIT E

LEGAL DESCRIPTION OF
GRANTOR'S REMAINDER INTEREST,
SUBJECT TO A JOINT LIFE ESTATE WITH THE RIGHT OF SURVIVORSHIP
IN THE GRANTORS OR THE SURVIVOR OF THEM,
IN THAT CERTAIN PORTION OF THE REMAINDER PROPERTY

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 11 I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 08 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 50.70 FEET TO A POINT, THENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 44.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE NORTH 12 DEGREES 57 MINUTES 10 SECONDS WEST ALONG A WEST LINE OF SAID LOT 11 I.T., A DISTANCE OF 51.16 FEET TO A WEST CORNER OF SAID LOT 11 I.T., SAID POINT BEING 33.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 00 DEGREES 08 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11 I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 602.85 FEET TO A POINT, THENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS EAST ALONG A LINE PERPENDICULAR FROM THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 654.01 FEET TO A POINT, THENCE SOUTH 00 DEGREES 45 MINUTES 14 SECONDS EAST ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 859.55 FEET TO A POINT OF INTERSECTION WITH A SOUTH LINE OF SAID LOT 11 I.T., SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 14 MINUTES 46 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 389.82 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., THENCE NORTH 88 DEGREES 44 MINUTES 54 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 200.04 FEET TO A SOUTH CORNER OF SAID LOT 11 I.T., SAID POINT BEING 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 81 DEGREES 42 MINUTES 49 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 11 I.T., A DISTANCE OF 63.64 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 436,230.95 SQUARE FEET OR 10.01 ACRES, MORE OR LESS.

December 2, 2002 (11:42AM)
F:\Projects\20020228\p1\p1h\dwg\p1area1.dwg

Exhibit F
Legal Description of Protected Property Subject To Conservation Easement.

A TRACT OF LAND COMPOSED OF S7, T10, R8, 6th PRINCIPAL MERIDIAN, LOT 3 & LOT 12 S1/2.

AND

S7, T10, R8, 6th PRINCIPAL MERIDIAN LOT, 13 S 1/2
IN LANCASTER COUNTY, NEBRASKA

** Warranty Deed between the University of Nebraska Foundation and Wachiska Audubon Society, dated December 18, 2024, and filed with the Lancaster County Assessor/Register of Deeds Office on December 19, 2024, derived from the Official Survey Record dated November 25, 2024, prepared by Derek A. Beenblossom.

OR

Legal Description: Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼); and Lot Three (3) in the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) of Section Seven (7), Township Ten (10) North, Range Eight (8) East of the 6th P.M., Lancaster County, Nebraska.

Parcel: 23-07-400-002-00 & 23-07-400-003-00

Lancaster County, Nebraska

Latitude = 40.843742138904354

Longitude = -96.56740226838372

Exhibit G
Second Amended Plot Plan of Third Amendment to Conservation Easement

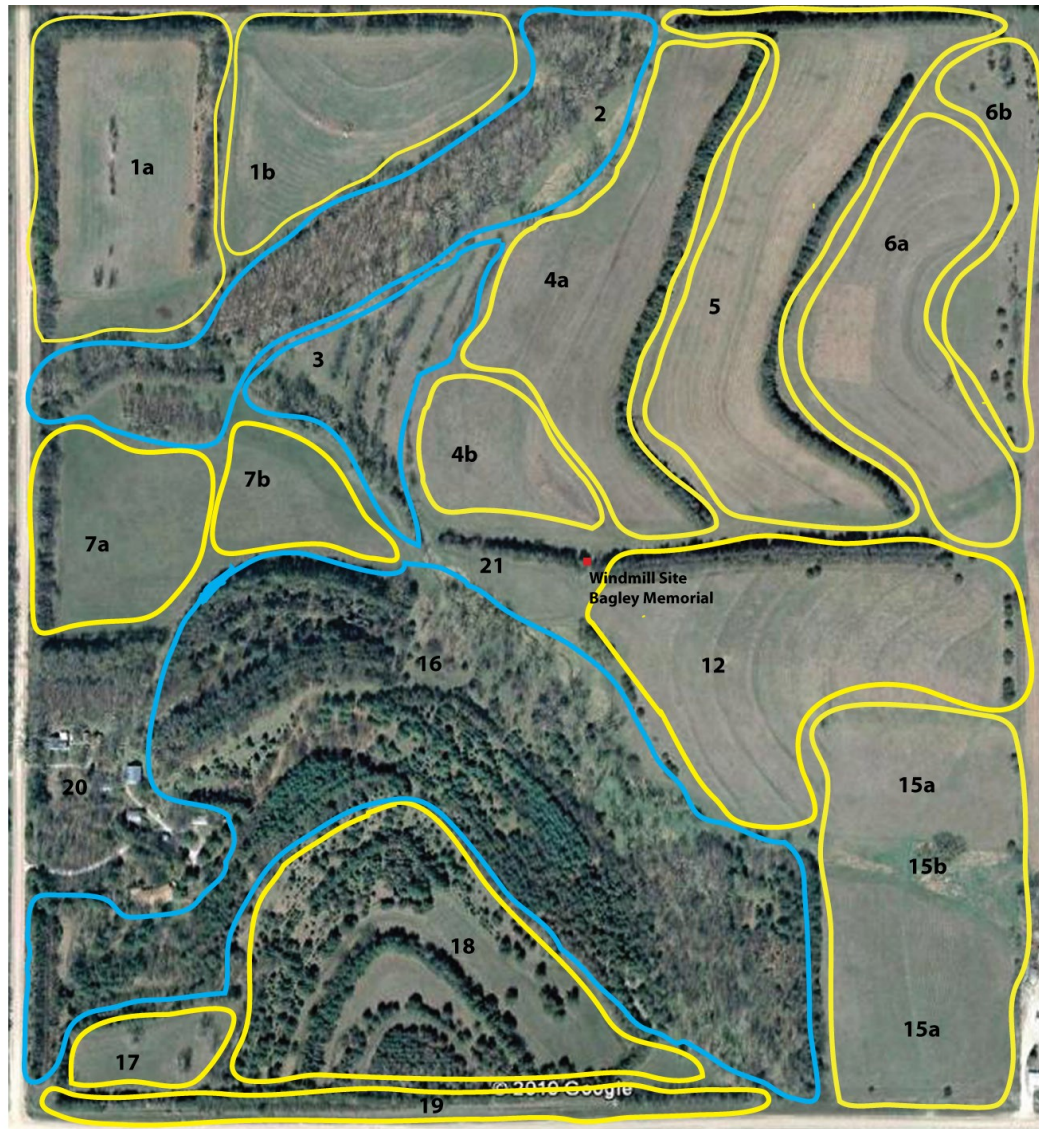


Exhibit H Page 1 of 2

Second Amended Plot Plan Legend of Third Amendment to Conservation Easement

Field 1a:

1965 Windbreaks 1, 2 and 3-row of juniper pine and oak
1981 Seeded with native grass and forbs; cottonwood wildings in center

Field 1b:

1965 Windbreak 2-row juniper and pine
1981 Seeded with native grass and forbs

Field 2:

1961 Ditch banks and flood plain planted to oak, sycamore, hackberry, cottonwood and ash
American elm and cottonwood wildings

Field 3:

Calhoun honeylocust progeny from Horning Farm, oak and black walnut wildings

Field 4a:

1965 Windbreak 2-row pine on terrace, jack pine now declined
2000 Seeded to Nebraska Forest Service native grass mix; Indiangrass dominated

Field 4b:

Approximately 3 acres; severely eroded
1975 Hand-broadcast native grasses in disked wheat stubble; excellent stand by third year

Field 5:

1961 Windbreak 1-row pine on terrace
1965 Windbreak 1-row pine on north boundary
2000 Seeded to Nebraska Forest Service native grass mix; Indiangrass dominated

Field 6a:

2000 Seeded to Nebraska Forest Service native grass mix; Indiangrass dominated

Field 6b:

1963 Brome seeding; a significant patch of field; bindweed occupies south end

Field 7a:

1961 Windbreak west boundary Eastern red cedar; wildings present
1967 Switchgrass seeding (Neb 28); harvested seed 1969; gradually declined, replaced by brome, redtop and others
2013 Cultivated for educational purposes

Field 7b:

1967 Brome seeding
1981 Overseeded to native grass and forbs
2013 Cultivated for educational purposes

Exhibit H, Page 2 of 2

Second Amended Plot Plan Legend of Third Amendment to Conservation Easement

Field 12:

1960 Terraced (all terracing on property done in 1960) 1961 Cornfield disked and warm season native grass mixture broadcast (the first cropland to be converted to native prairie grass)
1961 Windbreak 3-row conifer and hardwood mix on north edge
1964-1985 Grazed; hayed thereafter

Field 15a:

Virgin prairie
1964-1985 Grazed
1986-2010 Hayed
5/2011 Prescribed burn

Field 15b:

Riparian area

Field 16:

Includes former fields 8, 9, 10, 11 and 13
Woodland, arboretum, orchard and Virginia's Forest
1961 First windbreak planted on farm was of direct-seeded oak
First Christmas tree plantings in southeast edge of field and north of first windbreak
Farmstead windbreak trees north of original farmstead are original Siberian elm, hackberry, green ash, lilac, Rocky Mtn. juniper and their regeneration; Eastern red cedar on north side added 1960

Field 17:

1970 Seeded to switchgrass (Neb 28)

Field 18:

1965-1980 Christmas trees
1967 Native grass mix (Stock Seed) seeded between tree rows
1985 Hayed to date

Field 18:

1965-1980 Christmas trees
1967 Native grass mix (Stock Seed) seeded between tree rows
1985 Hayed to date

Field 19:

Windbreak along Adams Street; east end osage orange from farm north of Omaha and Eastern red cedar; west end originally pine, replaced by Cornelian cherry dogwood and volunteers

Area 20: Farmstead Site

Buildings as follows:

Original farmhouse (1940's), farmhouse garage, well house, chicken/brooder house, hog shed, corn crib/grainary, corn crib, Quonset, barn A-frame, garden house/kennel, main residence (1973)

Area 21: Memorial

2015 Windmill and Bagley Memorial Site

Exhibit I

PRAIRIE PINES NATURE PRESERVE COLLABORATION AGREEMENT
between
Wachiska Audubon Society, a Nebraska Nonprofit Corporation ("Wachiska")
And
Prairie Pines Partners, Ltd. ("PPP")

THIS PRAIRIE PINES NATURE PRESERVE COLLABORATION AGREEMENT ("**Agreement**") is made and entered into this 24 day of February, 2025 (the "**Effective Date**"), by and between the Wachiska Audubon Society, a Nebraska nonprofit corporation ("**Wachiska**") and Prairie Pines Partners, Ltd., (formerly known as Prairie Pines Pals, Ltd.) a Nebraska nonprofit corporation ("**PPP**"). For purposes of this Agreement, Wachiska and PPP may singularly be referred to as a "**Party**" or jointly referred to as the "**Parties**" throughout this Agreement.

WITNESSETH

WHEREAS, on January 17, 1992, Walter T. and Virginia A. Bagley (collectively, the "**Donor**") entered into an agreement with the Institute of Agriculture and Natural Resources ("**IANR**") and the University of Nebraska Foundation (the "**Foundation**") (the "**Donor Agreement**") to establish the Prairie Pines Endowment Fund (the "**Endowment Fund**"), to be held and managed by the Foundation, for the purpose of maintaining certain real property conveyed by the Donor to the Foundation, known as the Prairie Pines Nature Preserve ("**PPNP**" or "**Prairie Pines**"), legally described in Exhibit A attached hereto, for use as a research and teaching facility by IANR;

WHEREAS, contemporaneously with the execution of the Donor Agreement, the Donor, the Foundation and IANR entered into an agreement (the "**Property Management Agreement**") which delegated to IANR the responsibility for the management and operation of Prairie Pines, subject to a Conservation Easement on Prairie Pines executed on December 7, 1982, by and between the Donor and the Lower Platte South Natural Resources District ("**NRD**") and amended on February 4, 2009 and September 26, 2012 (collectively, the "**Conservation Easement**");

WHEREAS, in 2009, the Donor created ("**PPP**") to "...provide leadership to develop Prairie Pines as a site of natural resource conservation for education, research and recreation for all". PPP and IANR entered into a Joint Management Objectives Agreement on December 15, 2016, pursuant to which PPP was directed to work collaboratively with IANR in managing, operating and utilizing Prairie Pines under a joint management plan;

WHEREAS, on December 19, 2024, the Foundation and Wachiska entered into a Real Estate Transfer Agreement (the "**PPNP Transfer Agreement**") whereby the Foundation transferred title of Prairie Pines to Wachiska on the terms and conditions set forth therein;

WHEREAS, on December 19, 2024, the Foundation and Wachiska entered into the Endowment Transfer Agreement ("**Endowment Transfer Agreement**") whereby the Foundation transferred the Walter T. and Virginia A. Bagley Prairie Pines Endowment Fund (#01042780) (the "**Endowment**") to Wachiska to carry out the purposes of the Donor Agreement and the Endowment

for the use of PPNP for research, education and public service occurring at PPNP, as articulated therein;

WHEREAS, on September 4, 2009, a trust fund was established by Walter T. Bagley (the "**Bagley Trust**") to provide funds to PPP for the needs of PPNP, as determined by PPP in accordance with the terms and conditions of the Donor Agreement;

WHEREAS, certain nonprofit and governmental organizations which support the missions of PPP and Wachiska, as defined herein (collectively, "the **Support Entities**"), currently use certain identified areas of land in PPNP (each a "**Stand**" and collectively, the "**Stands**") for their respective purposes. Wachiska, in consultation with PPP, shall enter into written agreements with all current and future Support Entities to establish appropriate terms and conditions of use of the Stands.

WHEREAS, the financial needs for the operation and maintenance of PPNP will be shared, as determined from time to time by the PPNP Committee (as hereinafter defined) and each Party shall prepare and submit to the PPNP Committee annually, operating budgets and expense estimates for such Party's responsibilities for PPNP operations and maintenance for the upcoming fiscal year.

NOW THEREFORE, the parties agree as follows:

Section 1. **Prairie Pines Nature Preserve Committee.** In connection with Wachiska's acceptance of PPNP from the Foundation, Wachiska established a new standing committee consisting of members with appropriate skills to oversee and administer all activities related to the management of PPNP. The responsibilities and membership structure of the new committee shall be set forth in the Wachiska Bylaws and shall be known as the "**Prairie Pines Nature Preserve Committee**" ("**PPNP Committee**" or "**Committee**").

- a) **Determination of Immediate Needs.** In order for all PPNP Committee members to gain knowledge and expertise about Prairie Pines, the Committee's initial charge is to develop a list of immediate needs (property, vegetation, equipment, resources, etc.) for calendar year 2025.
- b) **Documents Archive.** The Committee will develop an archive of records and documents, including, but not limited to the 2018 draft Natural Resource Management Plan for Prairie Pines Nature Preserve, conservation easements, agreements between the UNL Foundation, Nebraska Forest Service, Community Crops, PPP, and other relevant documents ("**Document Archive**"), which will be available to any Committee member.
- c) **Property Management Plan.** In conjunction with addressing immediate needs, the PPNP Committee will develop a collaborative Property Management Plan (as defined below) for the use and management of PPNP. The Property Management Plan must be consistent with the Conservation Easement, as amended, the Donor Agreement, and the missions of PPP and Wachiska as set forth below, as amended.

- i. Wachiska Mission - "Bring people together to preserve and restore tallgrass prairies and other natural ecosystems, promote birding, support native wildlife, provide nature education, and advocate for sustainability of our natural community."
- ii. PPP Mission – "Provide leadership to develop Prairie Pines as a site of natural resource conservation for education, research and recreation for all."

Section 2. **Structure of Prairie Pines Nature Preserve Committee.** The PPNP Committee shall consist of the following:

- (i) Three (3) voting representatives appointed by Wachiska;
- (ii) Three (3) voting representatives appointed by PPP;
- (iii) Two (2) non-voting representatives (e.g., advisors and experts) selected by Wachiska and PPP.

The Committee may also seek the advice of additional advisors and experts and invite them to attend Committee meetings if necessary.

The action of the Committee shall be by the affirmative vote of four (4) voting members of the Committee (proxy voting may be permitted). Any proposed action not receiving at least four (4) votes may be reconsidered at a subsequent meeting of the Committee. All actions approved by the Committee shall be subject to the final approval of the respective Boards of Directors of Wachiska and PPP. All matters/actions approved by the Committee which involve financial expenditures shall include a cost estimate approved by the PPNP Committee.

Wachiska and PPP leadership will facilitate clear and timely communications amongst all parties.

Section 3. **Committee Meetings.** The PPNP Committee shall meet a minimum of four times per calendar year to discuss and evaluate the management, operations and coordination of responsibilities with respect to PPNP pursuant to the Master Plan, as hereafter defined. The Committee shall meet annually to conduct a review of those provisions of the financial records of Wachiska and PPP that pertain to PPNP to verify integrity in funds allocation and general compliance with the terms of this Agreement.

Section 4. **Property Management Plan.** The PPNP Committee shall develop and approve a Property Management Plan ("**Management Plan**"), through review and adaptation as needed of the existing PPNP's mission, goals, programmatic uses, financial needs, and natural resource management plans. The PPNP Committee will be kept informed by the Wachiska and PPP representatives of education and other events, including facility use, to help them ensure an understanding of the PPNP's uses and needs.

PPNP's Mission: Sustain a habitat for all living things through conservation, education, and experience to promote a lasting connection with the natural world and its resources.

The Parties hereby agree that the **2018 draft Natural Resource Management Plan for Prairie Pines Nature Preserve** found in the Document Archive shall serve as a template for the Management Plan.

Section 5. **Joint Use of Welcome Center.** The Parties agree that during the term of this Agreement, both Wachiska and PPP shall have access to the Welcome Center (ie, 1973 house) (or other such name as may be determined by Wachiska and PPP from time to time) (the “Center”) for use as offices and related business uses, as approved by the PPNP Committee, without charge to PPP or Wachiska. The Parties agree that cash donations received at the Center that are not specifically earmarked for an organization will be used for Center supplies and incidental expenses.

Section 6. **Insurance.** Each Party shall maintain sufficient levels of insurance to protect the varied interests of the Parties, employees and visitors, as may be determined by the Wachiska and PPP Boards. Proof of specific coverages will be provided between Wachiska and PPP annually. Insurance coverage shall extend beyond PPNP Committee activities to use of the property (ex: trails) by the general public. Any agreement by Wachiska or PPP (with external entities) for events at PPNP shall include a requirement that the external party has appropriate insurance for the duration of the event.

Section 7. **Compliance.** The Parties shall comply with all applicable policies, procedures, restrictions and obligations as may be approved by the PPNP Committee and established under the Conservation Agreement, as amended, and applicable law. The Parties shall not, nor will they permit any third party, to use PPNP in any manner that is not in compliance with any applicable law, rule or regulation.

Section 8. **Term.** The term of this Agreement (“Term”) shall commence upon the Effective Date and shall continue for so long as Wachiska owns and holds PPNP, unless earlier terminated pursuant to the provisions of Section 14 hereof.

Section 9. **No Partnership.** This Agreement does not constitute and shall not be construed to constitute a partnership or joint venture, or an employee/employer relationship or one of principal and agent, between Wachiska and PPP. It is expressly understood that Wachiska and PPP are, and will at all times, remain independent parties that may jointly sponsor public events, education opportunities and other activities.

Section 10. **Risk; Liability.** To the extent allowed by law, each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents, members or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and or any loss, cost, or damage caused thereby during the performance of this Agreement.

Wachiska will not allow or cause a lien on the PPNP without the express approval of the PPP Board.

Section 11. **Dispute Resolution.** Should any dispute arise under this Agreement, the Parties shall first attempt to resolve the dispute informally and promptly through good faith negotiations. In the event that negotiation does not resolve the dispute, the Parties shall identify and agree on a mediator and they shall attempt to mediate the dispute pursuant to the Nebraska Dispute Resolution Act (Neb. Rev. Stat. § 25-2901). Neither this process, nor the exercise or enforcement by either Party of any right or remedy under this Agreement, shall preclude the enforcement by such Party of any other right or remedy under this Agreement that such Party is entitled to enforce.

Section 12. **Transfer of PPNP and Endowment Fund.** In the event Wachiska determines that it is unable or unwilling to sustain the responsibility for management and operations of PPNP in accordance with the terms of this Agreement due to unforeseen circumstances, and determines that conveyance and transfer of PPNP to another entity is in its best interests, Wachiska hereby agrees to first offer PPNP and the Endowment Fund to PPP under terms and conditions substantially similar to the terms and conditions established under the PPNP Real Estate Transfer Agreement and the Endowment Transfer Agreement.

The transfer of PPNP (including all improvements thereto) to PPP, or in the event PPP declines to accept PPNP, to another public charity with a similar mission, or to another entity selected by Wachiska (provided the Conservation Easement is in place which requires PPNP to remain a nature preserve) (each a "Transferee") shall be for no consideration to the Transferee.

In the event PPP determines that PPP is unable or unwilling to continue as a nonprofit organization or foundation PPP shall first offer the Bagley Trust to Wachiska for the express/sole purpose of the PPP Mission at PPNP. If it is determined by the PPP that Wachiska is in default under this Agreement, the Bagley Trust may be donated to another nonprofit selected by PPP.

In the event PPNP is transferred, neither Party will seek reimbursements for improvements made by any Party. Each party will retain ownership of any equipment verified to have been purchased solely by that Party.

Section 13. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events:

- a. The conveyance or transfer of PPNP by Wachiska to any other Transferee.
- b. The filing by PPP or Wachiska with the Nebraska Secretary of State Articles of Dissolution pursuant to the Nebraska Nonprofit Corporation Act, provided however, such filing by PPP shall not terminate this Agreement if prior to such filing PPP has assigned this Agreement, with the prior written consent of Wachiska, to another party.

Section 14. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 15. **Entire Agreement.** This Agreement constitutes the entire understanding between Wachiska and PPP with regard to PPNP and may only be modified and/or amended in writing signed by authorized representatives of each Party.

Section 16. **Other Agreements Superseded.** This Agreement supersedes any and all documents between the Board of Regents of the UNL Foundation, Community Crops, IANR and/or Nebraska Forest Service and/or Nebraska Statewide Arboretum with either Wachiska or PPP.

Section 17. **Amendment.** The terms and conditions of any Amendment to this Agreement must be in writing, approved by the Board of Directors of each Party in accordance with the provisions of each Party's Bylaws, and executed by each Party's respective authorized representative. Any approved Amendment may be executed in counterparts.

Section 18. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized representatives.

WACHISKA AUDUBON SOCIETY

Signature: Theresa Pella

Name: Theresa Pella

Title: Board President

Date: 2/24/25

PRAIRIE PINES PARTNERS, LTD.

Signature: Naoon Kohles

Name: Naoon Kohles

Title: Chair

Date: 2/25/25

EXHIBIT A

**A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF S7, T10,
R8, 6th PRINCIPAL MERIDIAN, LOT 3 & LOT 12 S ½ .**

AND

S7, T10, R8, 6th PRINCIPAL MERIDIAN LOT, 13 S ½

IN LANCASTER COUNTY, NEBRASKA **

**** Warranty Deed between the University of Nebraska Foundation and Wachiska Audubon Society, dated December 18, 2024, and filed with the Lancaster County Assessor/Register of Deeds Office on December 19, 2024, derived from the Official Survey Record dated November 25, 2024, prepared by Derek A. Beenblossom.**