



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: September 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, September 11th, 2025, at 5:34 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room. Subcommittee members present: Seth Hawkins-Chair, Christine Lamberty, Don Jacobson, Anthony Schutz, Mark Spangler, Stephanie Matejka, and Melissa Baker. Director Suzanne Mealer was not present. Others present were Directors Bob Andersen and John Yoakum. NRD staff present were David Potter, Eric Zach, and Will Inselman. There were four action items for consideration.

The first item on the agenda was the consideration of a cooperative agreement between the Lower Platte South NRD and Audubon. District staff and Spring Creek Prairie Audubon staff are requesting approval of a cooperative agreement for the support of activities carried out within the Prairie Corridor. The NRD currently holds an interlocal agreement with the City of Lincoln, but not with Audubon. Spring Prairie Audubon is a key partner in the Prairie Corridor on Haines Branch Project, and this agreement would better facilitate our ability to share resources with our partner and vice versa. The District and Spring Creek Prairie Audubon Center have had a long-standing relationship, and we would like to see this more formally recognized. This agreement mirrors the interlocal agreement the District currently has with the City of Lincoln for the Prairie Corridor on Haines Branch.

It was moved by Jacobson, seconded by Baker, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the Assistant General Manager to sign a cooperative agreement with Audubon for the Prairie Corridor on Haines Branch Project, pending legal counsel review.

Motion Passed: 7-0

The second item on the agenda was the consideration of a request to build a home and a Lower Platte South NRD conservation easement. In 2024, Ralph Belter purchased the Sabatka conservation easement east of Ceresco. Ralph Belter and partner Tina Holmes had planned on converting an existing barn on the property into a home for Tina. After working with the county, it was determined that converting the existing barn was not feasible. Tina would like to build a new house for herself approximately 100 feet directly east of the current house. The easement allows for the construction of a house for an immediate family member within a 7-acre area. Ms. Holmes is requesting our approval to build the new house. Saunders County Zoning has signed off on

the permit for them to build the house. The bulk of the conversation focused on whether the language within the original conservation easement would allow them to build the house. Some of the Directors were supportive, and some expressed concern with allowing them to build. The original easement did stipulate that a house could be built for a family member within a specific area. Staff indicated that a house built in the allowed area would not contradict the original intent of the easement, which is intended to protect the saline wetlands on the property. The conversation shifted to amending the language of the original easement to allow this house to be built within the allowable area.

It was moved by Schutz, seconded by Lamberty, and approved to recommend that the Lower Platte South NRD Board of Directors approve the request of Tina Holmes and Ralph Belter to build a home in the allowed area described in the Sabatka conservation easement, subject to amending the language in the easement to allow such construction.

Motion Passed: 4-2 (Spangler and Hawkins voting NO; Matejka not present)

The third item on the agenda was the consideration of an agreement to perform inspections on all timber trail bridges by Theisen Construction, Inc. District staff requested an estimate from Theisen Construction to perform visual inspections on all timber bridges on each of our trails. The District has contracted with them multiple times in the past to conduct visual and invasive inspections on our bridges. The last visual inspections were completed by Theisen in 2019, and staff would like to maintain a five-year inspection interval to keep up on maintenance and/or repairs. Staff mentioned that this company specializes in old railroad timber bridges and recommends we continue to use this company for these specialty surveys.

It was moved by Baker, seconded by Lamberty, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors waive Operating Policy G-5 Competitive Bidding and authorize the Assistant General Manager to sign an agreement with Theisen Construction, Inc. for visual inspections of timber bridges on the MoPac, Homestead, and Oak Creek Trail.

Motion Passed: 6-0 (Matejka not present)

The fourth item on the agenda was the consideration of bids for the Timber Point WMA grassland improvement project. Bids were received for the tree removal/grassland renovation project on 31 acres at Timber Point WMA. The project would include the removal of invasive eastern redcedar and autumn olive trees. Some areas will remove other undesirable hardwood species to expand grassland buffers extending from existing high-quality oak woodlands. Bid packets were sent to six (6) contractors, and three (3) bids were received. The low bid of \$20,150.00 (\$650/acre) was received from Morrissey Enterprises of Lincoln, NE. Staff have worked with this company on other types of projects, but not tree clearing; however, all past experiences have been very positive. This project is part of a Nebraska Game and Parks Commission grant agreement that was previously approved by the Board. NGPC will provide 75% share of the cost for this project. Staff recommended accepting this bid.

It was moved by Hawkins, seconded by Lamberty, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the low bid of \$20,150.00 submitted by Morrissey Enterprises for the grassland improvement project on Timber Point WMA.

Motion Passed: 6-0 (Matejka not present)

Lastly, staff provided updates about Lincoln/Lancaster County Planning discussion regarding trails, trail etiquette and signage, and the 310th Street bridge replacement status update.

Meeting adjourned at 6:25 p.m.

PC: RF&W subcommittee file

**COOPERATION AGREEMENT FOR PRAIRIE CORRIDOR ON HAINES BRANCH
BETWEEN LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT AND NATIONAL
AUDUBON SOCIETY, INC.**

This Cooperative Agreement (“Agreement”) is made and entered into as of the date the Agreement is fully executed below, by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska (“NRD”), and the National Audubon Society (“Audubon”), a New York not-for-profit corporation, through its Spring Creek Prairie Audubon Center office (“SCPAC”).

WHEREAS, Audubon is a 501(c)(3) nonprofit organization that works to protect birds and the places they need, today and tomorrow, through the Americas using science, advocacy, education, and on-the-ground conservation; and

WHEREAS, the Spring Creek Prairie Audubon Center (“SCPAC”), a program of Audubon, focuses on conservation of the tallgrass prairie ecosystem and the birds that rely on it; and

WHEREAS, the NRD is a political subdivision of the State of Nebraska and, pursuant to Neb. Rev. Stat. § 2-3229, has the authority to develop and execute plans, facilities, works, and programs which includes, among others, (1) erosion prevention and control, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management; and

WHEREAS, Spring Creek has been a cooperating project partner on the Prairie Corridor on Haines Branch project since 2013 to conserve, restore, and reconstruct tallgrass prairie and to connect people with the environment via a recreational trail; and

WHEREAS, the parties desire to work together with all partners involved in support of the Project in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to further the interests of both NRD and SCPAC through the cooperative exercise of authority among the parties. This Agreement provides a mechanism for the cooperative planning, development, administration, implementation, management, operation and maintenance, and evaluation of the Prairie Corridor on Haines Branch Project. The Prairie

Corridor on Haines Branch is a tallgrass prairie passage and trail that will link two of Lincoln and Lancaster County's premier environmental resource and education centers. It will generally follow the Haines Branch of Salt Creek from the Pioneers Park Nature Center to the Conestoga Lake State Recreation Area, extend down through the Village of Denton, and on to the Spring Creek Prairie Audubon Center, and may be expanded further in the future. The Corridor will support economic development, build on existing trail systems, support environmental education, reflect the community's natural heritage, and promote the enhancement and preservation of one of Nebraska's most valuable resources--tallgrass prairie. Other projects within the Plan will be the subject of future amendments to this Agreement. No joint or separate legal or administrative entity, agency relationship, or formal partnership is created under this Agreement.

2. Duration.

This Agreement shall be for a term of ten (10) years, beginning as of the date of execution of this Agreement. The parties may renew the Agreement for additional five (5) year periods by written amendment or agreement.

3. Project Components.

The major Project components to be undertaken by this Agreement include:

- a. *Conservation.* Preservation of natural resources, floodplains, and open space through land and easement acquisition. The resources to preserve and/or restore include tallgrass prairie, riparian woodlands, wetlands, floodplains and the stream corridor.
- b. *Habitat Development.* Preservation and enhancement of native prairie and grassland areas, re-establishment of native prairie, riparian woodland plantings, freshwater and saline wetland enhancement and ensuring habitat connectivity and land management along the corridor.
- c. *Trail Corridor.* Establishment and management of a trail connection from Pioneers Park west to Conestoga Lake and south through the Village of Denton to Spring Creek Prairie Audubon Center.

4. NRD Responsibilities

- a. Serve as the lead agency for implementation of the Project and be responsible for coordinating Partnership activities, including annual reporting on project progress and accomplishments.

- b. Provide leadership in developing and implementing natural resource plans, including the “Salt Valley Greenway and Prairie Corridor” Master Plan.
- c. Pursue grants and private funding opportunities to assist in funding the Project.
- d. Serve as the primary agency to oversee contracts for implementation of the Project as they may relate to research, restoration, enhancement, or re-establishment of natural resources, and trail design and construction.
- e. Provide support for implementation of the Project by supplying annual cash match and in-kind services for Nebraska Environmental Trust grants and other grants.
- f. Provide support for long-term management of the Project as described in section 6(e), below.

5. Audubon Responsibilities

- a. Serve as a primary project partner with NRD, and contribute staff time toward all major Project components, including but not limited to Partnership coordination, plan refinement, resource evaluation, site visits, land purchases, drafting and review of conservation easements, scientific studies, trail design and construction, including a segment of trail on SCPAC land which will be designed and constructed under a separate agreement specific to that project, and/or other Project activities as may be agreed upon by the parties.
- b. Oversee contracts where appropriate and as agreed upon by the parties, such as contracts for work to survey boundaries, to conduct resource assessments, to re-establish natural resources, and/or for long-term management of the Project as it relates to land management and trail operation and maintenance.
- c. Assist in the preparation of grants or the pursuit of private funding sources for the Project as requested by NRD.
- d. Provide support for the implementation of the Project by supplying, as appropriate, annual in-kind services for Nebraska Environmental Trust grants and other grants.
- e. Provide support for long-term management of the Project as described in section 6(e), below.

6. Mutual Responsibilities

- a. Cooperate and provide financial, technical, and administrative assistance for conservation, habitat development, a trail and trail corridor, and education/outreach for the Project.
- b. Each designates a Project Administrator to be the primary person responsible for the administration of the Project on behalf of each agency.
- c. Develop measurable goals for natural resource conservation and re-establishment, with an emphasis on tallgrass prairie.

- d. Cooperate to implement the conservation, habitat development, and trail corridor goals outlined in this Agreement via land and easement purchases, habitat development, trail construction, and land management practices.
- e. Support the long-term management of the Project by coordinating land management plans and activities.
- f. Develop and implement a coordinated education and outreach program.
- g. Coordinate on mutually beneficial fundraising efforts as part of the Project.

7. Acquisition of Land and/or Easements

The parties agree to cooperatively seek the purchase of land, conservation easements and/or trail easements as may be available and appropriate for conservation, habitat development, and/or trail connections for the Project, based upon the goals identified in the Plan. The Project boundaries and the conservation goals in the Plan are intended to be used as flexible guides to help achieve Project goals and objectives. Priorities for acquisition will be based upon landowner interest, habitat value, and corridor connectivity. Decisions about fee simple vs. easement acquisition will be made based both upon landowner interest and the importance of the resource to be protected. Both parties acknowledge that SCPAC's acquisition or disposition of land, including easements, requires prior approval by Audubon's Board of Directors ("Audubon Board"), or an authorized Audubon Board committee.

SCPAC will continue to pursue the protection of properties that are within its planning area through conservation easements and fee simple purchases. SCPAC will be responsible for land management and habitat restoration on properties that are under its ownership and/or control. Notwithstanding, the parties may cooperatively determine, on a case-by-case basis, an alternative arrangement for acquisition and ownership (including, if appropriate, recommending acquisition by another agency or organization). Considerations for alternative approaches may include the resources to be protected, corridor connectivity, funding source, and/or the expected management plan and needs. SCPAC will take a lead role in management of land acquired by SCPAC, and for easements if and where applicable. A ledger of ownership for land and easements will be maintained by the parties.

8. Amendment

This Agreement may be amended by mutual consent of both parties. Any amendments to this Agreement must be in writing.

9. Mutual Indemnification

The parties shall indemnify, defend and hold harmless each other and its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to

attorney's fees, if provided by law, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever to the other party, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable.

a. The parties may provide assistance with shared equipment and staff for discrete portions of the Project as determined necessary and mutually agreed upon in writing.

b. Either party has the right to terminate this Agreement if the other party fails to perform as required by this Agreement. Termination for failure to perform shall be effective only after the non-breaching party provides written notice to the breaching party of the failure to perform ninety (90) days in advance of termination and allows the breaching party an opportunity to cure during that time period. If one or more of the parties lacks sufficient funding for this Project, each party has the right to terminate this Agreement. Either party may also terminate this Agreement for any reason for its own convenience. Termination for convenience or lack of funding shall be effective only after the terminating party provides written notice three (3) months in advance of the effective date, and after the parties meet to discuss options for termination of the Agreement. Each party shall be responsible for its share of the accumulated cost of the Project up to the time of termination. The parties agree that land rights acquired cooperatively between the parties in support of the Project will not be conveyed or reassigned except by mutual consent, with the intent of the land continuing to serve the conservation principles of the Project.

10. No Partnership, Joint Venture, or Principal/Agent Relationship Created

Notwithstanding the use of the term partner in this Agreement, nothing herein shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.

11. Antidiscrimination

The Parties shall require every contract to which they are a party to contain a provision requiring a contractor or its contractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to their hire, tenure, terms, and conditions of employment, because of race, color, religion, age, sex, sexual orientation, gender identity, genetic information, national origin, disability, familial status, veteran status, or marital status.

12. Capacity

The undersigned do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind his or her represented party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NATIONAL AUDUBON SOCIETY, INC.

DATE: _____

BY: _____

Kristal Stoner, Executive Director
Audubon Great Plains

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

DATE: _____

BY: _____

David Potter, Assistant General Manager
Lower Platte South Natural Resources District

**AMENDMENT TO
CONSERVATION EASEMENT**

WHEREAS, on April 22, 1992, MICHAEL J. SABATKA and CAROLINE G. SABATKA, husband and wife, granted and conveyed to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (the "DISTRICT" or "GRANTEE") a conservation easement pursuant to the Conservation and Preservation Easement Act, NEB. REV. STAT. §§ 76-2,111 to 76-2,118, over 40 acres, more or less, located in the SW1/4 SW1/4, Section 25, T 13 N, R 7 E of the 6th P.M., Saunders County, Nebraska (the "Protected Property"), filed with the Register of Deeds on June 15, 1992, as Instrument #193, at Book 151, Page 71 (the "Conservation Easement").

WHEREAS, on September 28, 2016, the DISTRICT, made a partial release of the Conservation Easement to the owners of the servient estate, CRYSTAL POWERS and WILLIAM POWERS, wife and husband, filed with the Register of Deeds on September 30, 2016, as Instrument #426, at Book 481, Page 64 (the "Partial Release").

WHEREAS, the current owner of the servient estate, including that property conveyed in the Partial Release, is RALPH BELTER, a single person ("BELTER" or "GRANTOR").

WHEREAS, BELTER desires to construct a new residence within an area of the Protected Property that will not frustrate the conservation purposes identified in the Conservation Easement.

WHEREAS, BELTER has represented that he is the sole owner of the servient estate.

WHEREAS, the DISTRICT desires to more clearly define the boundaries along which construction may occur upon the Protected Property and is willing to permit limited construction within the Protected Property that will not frustrate the conservation purposes identified in the Conservation Easement.

WHEREAS, the DISTRICT and BELTER (collectively the "Parties") desire to amend certain terms of the Conservation Easement, as provided herein.

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

1. Paragraph 10.a of the Conservation Easement shall be amended to read as follows:

On approximately five acres of the Protected Property, as shown in Exhibit B, the Grantor may establish and occupy a single residence and may erect or construct other buildings on the Protected Property only within this five-acre area after the Grantor has obtained prior written

approval from the Grantee for such erection or construction. No construction, excavation, or disturbance of any kind can take place within the groundwater spring area or within 100' of the groundwater spring area as shown on Exhibit B.

2. The remaining terms of the Conservation Easement and Partial Release shall continue in full force and effect.
3. This Amendment to the Conservation Easement shall be binding upon the GRANTOR and GRANTEE, including their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2025.

RALPH BELTER, GRANTOR

Ralph Belter

**LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, GRANTEE**

By: _____

Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

The foregoing Amendment to Conservation Easement was acknowledged before me this ____ day of _____, 2025, by Grantor, Ralph Belter, a single person.

Notary Public

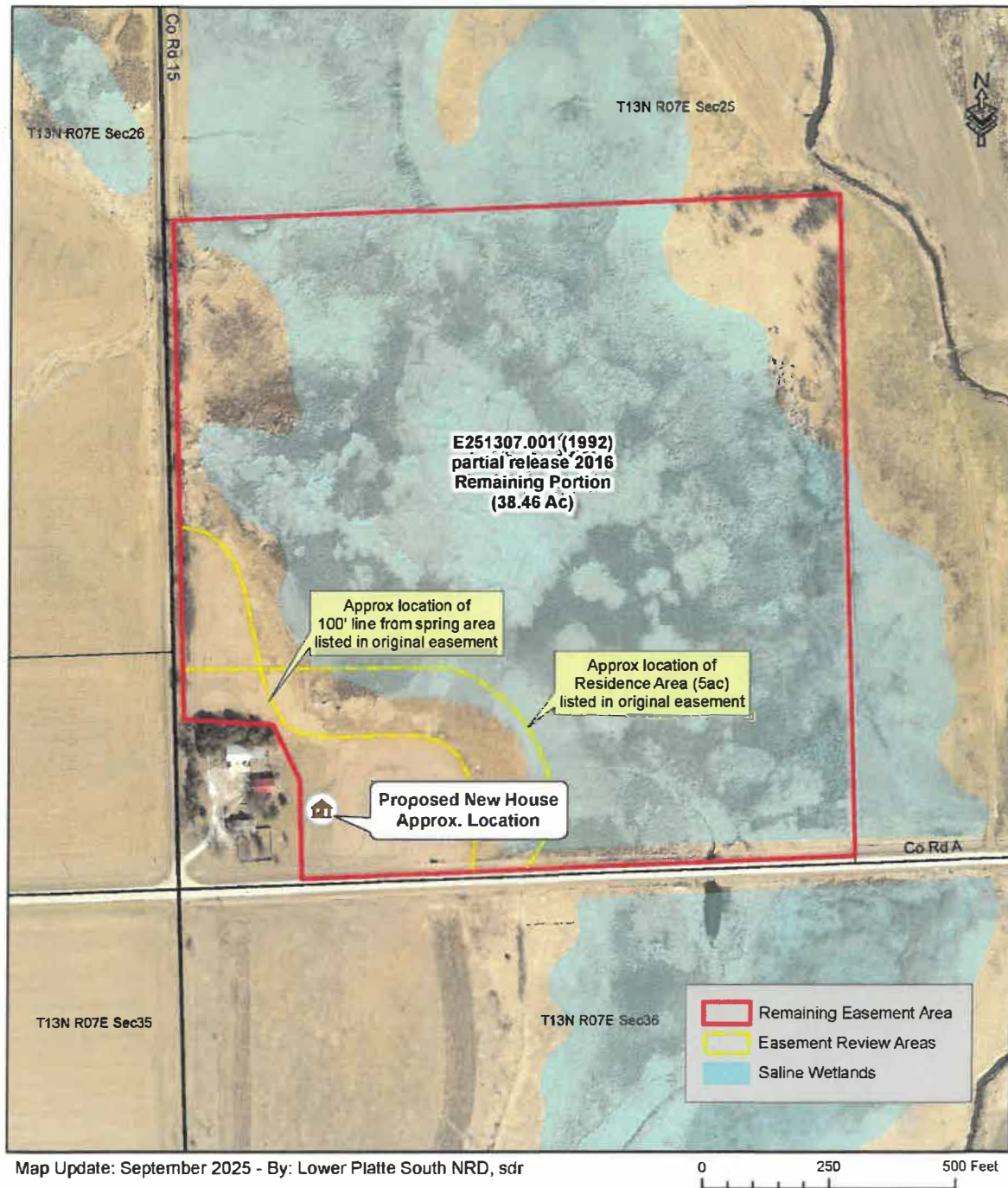
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The foregoing Amendment to Conservation Easement was acknowledged before me this _____ day of _____, 2025, by _____, _____ of Grantee, the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska.

Notary Public

Exhibit B

Easement Review Areas and Proposed New House Sabatka Conservation Easement (E251307.001) + Partial Release of Easement (251307.002) - LPSNRD to Belter located in the SW1/4 Sec 25, T13N-R7E, Saunders Co



DON CLARK
REGISTER OF DEEDS
SAUNDERS COUNTY, NEBR

2016 SEP 30 P 4:08

481 604
OF GEN INST# 4260

Q. W. ✓

PARTIAL RELEASE OF EASEMENT

In consideration of Three Hundred and Eighty-Five Dollars (\$385.00) and other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("Grantee"), partially releases a tract containing 1.54 acres, described below, from the Conservation Easement described below as the Property, to Crystal Powers and William Powers, wife and husband ("Powers"), the current owners of the Property.

On April 22, 1992, Michael J. Sabatka and Caroline G. Sabatka, husband and wife, granted and conveyed to Lower Platte South Natural Resources District, Grantee, a Conservation Easement pursuant to the Conservation and Preservation Easement Act, *Neb. Rev. Stat. §§ 76-2,111 to 76-2,118*, 40 acres, more or less, located in the SW1/4 SW1/4, Section 25, TS 13 N, R 7 E of the 6th P.M., Saunders County, Nebraska (the "Property"), filed with the Register of Deeds on June 15, 1992 as Instrument #193, at Book 151, Page 71.

The Powers desire to construct a small building which includes a milking parlor, farm store and creamery on the 1.54 acre Tract, legally described and shown on Exhibit "A" attached hereto and incorporated herein by this reference, located within the Property.

The 1.54 acre Tract is the farmstead area and not essential to the Conservation Easement and therefore can be released without any adverse consequences to the remaining portion of the Conservation Easement.


THEREFORE, the Grantee, Lower Platte South Natural Resources District, hereby releases the 1.54 acre tract described and shown on Exhibit "A" from the Conservation Easement over the Property; however, retains and reserves the Conservation Easement over the remaining 38.46 acres, more or less, of the Property.

This reservation of Easement relates back to the original Conservation Easement and is not intended to be a new easement.

In all other respects, the original Conservation Easement dated April, 22, 1992, remains in full force and effect.

IN WITNESS WHEREOF, Grantee has executed this Partial Release on September 28, 2016.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political subdivision of
the State of Nebraska,

By: 
Paul D. Zillig, General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on September __, 2016 by Paul D. Zillig, General Manager of the Lower Platte South Natural Resources District on behalf of said District.




Notary Public

My Commission Expires: AUGUST 20, 2020

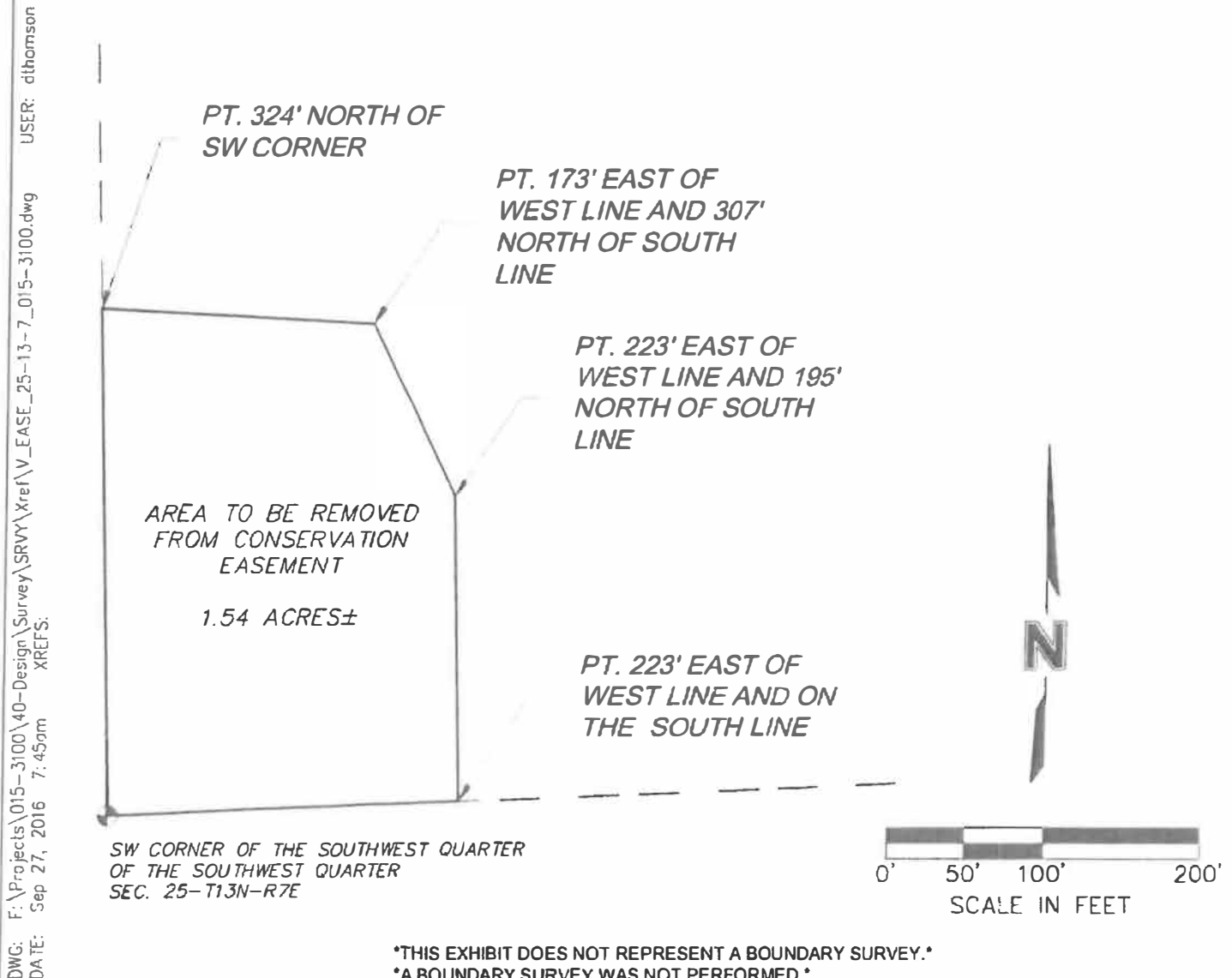
REMOVAL FROM CONSERVATION EASEMENT

A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 13 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE, NORTH, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO A POINT THAT IS 324 FEET NORTH OF SAID SOUTHWEST CORNER; THENCE EASTERLY TO A POINT THAT IS 173 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER AND 307 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTHEASTERLY TO A POINT THAT IS 223 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER AND 195 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH, ALONG A LINE THAT IS 223 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.54 ACRES, MORE OR LESS.

F:\Projects\015-3100\40-Design\Survey\SRVY\Description\EaseRemoval SW4 Sec 25-13-7E.doc



PROJECT NO: 015-3100

DRAWN BY: DAT

DATE: 09.27.16

EXHIBIT

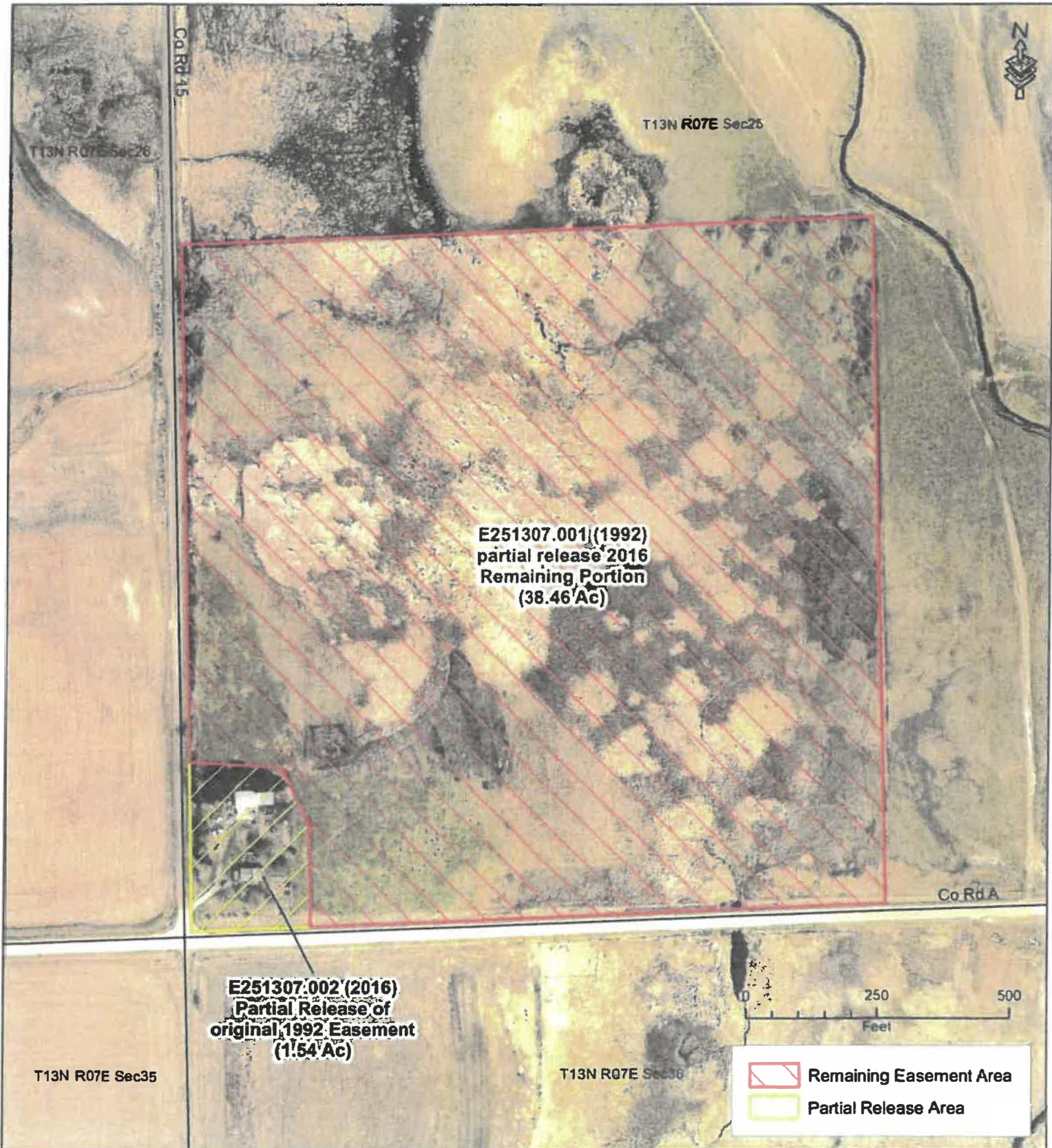
OLSSON
ASSOCIATES

601 P Street, Suite 200
P.O. Box 64608
Lincoln, NE 68508
TEL 402.474.6311
FAX 402.474.5160

*** NOTICE ***

This diagram is not filed with the easement at the Register of Deeds. The NRD has generated this diagram to show the location based on the legal description provided in the easement.

Sabatka Conservation Easement (E251307.001)
Partial Release of Easement (251307.002) - LPSNRD to Powers
located in the SW1/4 Sec 25, T13N-R7E, Saunders Co



e 251307.001

CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT is made by Michael and Carolyn Sabatka, RFD, Ceresco, Nebraska 68017, hereinafter referred to as "the Grantor", whether one or more, to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia, Post Office Box 83581, Lincoln, Nebraska 68501, hereinafter referred to as "the Grantee".

1. Introductory Statement. This easement is given pursuant to and in accordance with Neb. Rev. Stat. SS76-2,111 to 76-2,118 (1986), hereinafter referred to as the "Conservation and Preservation Easements Act". The Grantee is a natural resource district of the State of Nebraska organized and existing by virtue of Neb. Rev. Stat. SS2-3201 et seq. (1987) and as such has the qualifications and authority to hold a conservation easement pursuant to the Conservation and Preservation Easements Act.

2. Easement Area Description. The Grantor is owner in fee simple of certain real property, hereinafter referred to as the "Protected Property" which has scenic beauty, wildlife habitat, and wetlands, in its present state as a natural area which has not been subject to development or exploitation, which Protected Property is subjected to the easement hereby granted and is legally described as approximately 40 acres located in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

1992 JUN 15 AM 8:39

BOOK 151 PAGE 71

OF Deeds INST# 193

Don Clark
BY Linda Semler

Section Twenty-five (25), Township Thirteen (13) North, Range Seven (7) East of the 6th P.M., Saunders County, Nebraska and shown on Exhibit A which is attached hereto and incorporated herein by this reference.

3. Granting Clause. The Grantor hereby gives, grants, bargains, sells and conveys unto the Grantee, as an absolute and unconditional gift, forever a conservation easement, and to the Grantee's successors and assigns provided that this conservation easement may be assigned or transferred by the Grantee to any governmental body or charitable corporation or trust authorized to hold such easement pursuant to the Conservation and Preservation Easements Act. Grantor hereby grants to the Grantee an estate and interest in the Protected Property of the nature and to the extent hereinafter described and to covenant on behalf of themselves, their heirs, successors and assigns (said covenants, estates and interest to run with the land) with the Grantee and its successors and assigns, to do and refrain from doing, severally and collectively upon the Protected Property, the various acts hereinafter mentioned; it being hereby agreed that such covenants, estates and interest are and will be for the benefit of the Grantee and its successors and assigns, to preserve scenic beauty, wildlife habitat, wetlands, or otherwise conserve for the benefit of the public the natural beauty of the estate.

4. Grantee Acceptance. The Grantee, signifies by the execution hereof, the acceptance of the conservation easement in the Protected Property, as provided for in the Conservation and

Preservation Easements Act. The acceptance by the Grantee is conditioned upon the approval of the conservation easement by the Saunders County Planning Commission, which is the appropriate governing body with jurisdiction over the Protected Property as provided for in the Conservation and Preservation Easements Act, a copy of such approval is attached hereto and incorporated herein by this reference.

5. Justification for Conservation Easement. The Grantor and the Grantee recognize the natural, ecologic, scientific, educational, scenic, aesthetic and special character of the region in which the Protected Property is located, and have the common purpose of conserving the natural values of the Protected Property by the conveyance to the Grantee of this conservation easement on, over and across the Protected Property, which shall conserve and protect the scenic beauty, wildlife habitat, wetlands, or otherwise conserve for the benefit of the public the natural beauty, natural resources, and prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its natural, scenic and open condition for both this generation and future generations.

6. Condition of the Protected Property at Time of Grant. The scenic beauty, wildlife habitat, wetlands, natural beauty, and natural resources without limiting the generality of the terms, is defined to mean the condition of the Protected Property at the time of this grant, evidenced by reports, photographs, maps and

scientific documentation possessed (at the present or in the future) by the Grantee which the Grantee agrees to make available upon reasonable request of the Grantor, his heirs and assigns.

7. Protection and Maintenance of Protected Property.

- a. The Grantor, his heirs and assigns, agree to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Protected Property, including but not limited to any tax or assessment affecting the easement granted herein.
- b. The Grantor, his heirs and assigns, shall cooperate with and assist the Grantee in applying for, obtaining, protecting, maintaining, and enhancing any and all surface water and groundwater rights and privileges related to the Protected Property which the Grantee shall deem necessary or desirable for the management, maintenance or development of the Protected Property for the purposes provided herein. All expense necessarily incurred by the Grantor at the request of the Grantee in connection with surface water and groundwater rights and privileges shall be paid by the Grantee.
- c. The Grantor covenants that it is the owner of marketable title to all of the Protected Property and that such property is free and clear of all liens, taxes, encumbrances, reservations, restrictions, including oil, gas and mineral leases, and sand or gravel pumping leases, and that Grantor, its successors and assigns, warrants that it will defend said Protected Property against the lawful claim of all persons whatsoever. Grantor, his heirs and assigns, agree to take no action at any time which might restrict, jeopardize, or impair the value of the easement rights granted herein.
- d. Grantor, his heirs and assigns, agree that the terms, conditions, restrictions and purposes of this grant will be inserted by

them in any subsequent deeds, or other legal instrument, by which the Grantor divests himself of either the fee simple title to or any possessory interest in the Protected Property.

- e. The parties hereto may mutually agree to modify or terminate this conservation easement to the extent that modification and termination is consistent with the provisions of the Conservation and Preservation Easements Act or any provision of law in effect at the time that such modification or termination is sought. Grantor or the Grantee or their respective heirs, successors or assigns, may petition the District Court of the county where the property is located, in accordance with the Conservation and Preservation Easements Act, to modify or terminate this conservation easement if the petitioning party establishes that it is no longer in the public interest to hold the easement or that the easement no longer substantially achieves the conservational preservation purpose for which it was created.
- f. Grantor hereby agrees to indemnify and hold Grantee harmless from any liability, claim, or cause of action, including reasonable attorneys' fees arising, either directly or indirectly, as a result of Grantee's acceptance of this conservation easement. Grantor further agrees to assume the burden of defense with respect to any such claim.
- g. The Grantee may determine that it is necessary or desirable for the Grantor, his heirs and assigns to assist and cooperate with the Grantee in maintaining, repairing, reconstructing, operating and inspecting the banks and creek channel of Rock Creek and its tributaries where such creek and tributaries intersect the Protected Property. The Grantee may determine that it is necessary or desirable for the Grantor, his heirs and assigns to assist and cooperate with the Grantee in maintaining, developing and restoring the wetlands within the Protected Property. This cooperation and assistance shall be required of the Grantee and shall include, but not be limited to, making

application for, filing and receiving permits, licenses and other regulatory approvals, including 404 permits from the United States Corps of Engineers, as deemed necessary by the Grantee. All expenses necessarily incurred by the Grantor at the request of the Grantee under this paragraph 7(g) shall be paid by the Grantee.

8. Inspections, Educational Use and Access by Grantee.

Grantee is hereby given the right to enter the Protected Property at all reasonable times without consent, after notice to the Grantor, his heirs or assigns, for the purpose of inspecting the Protected Property to determine if the Grantors, his heirs or assigns, are complying with the covenants and purposes of this grant. Notice in this paragraph shall mean either written notice to Grantor at his address stated herein or oral notice to the Grantor or anyone in his immediate family or employ. Grantee shall complete an inspection and file a report on an annual basis. Grantee shall maintain a file of such reports which shall be available to the public.

Grantee shall have the right to enter the Protected Property in groups of no more than three unless larger groups are mutually agreed to, at all reasonable times upon notification to the Grantors, or their heirs or assigns, for the purpose of observing and studying nature and for the purpose of making scientific and educational observations and studies.

9. Use Restrictions. The Grantor states that the following uses and practices, though not an exhaustive recital of the inconsistent uses and practices, are inconsistent with the

purpose of this conservation easement and shall be prohibited.

- a. Construction or placing of buildings, camping accommodations or mobile homes, fences, signs, billboard or other advertising material, or any other structures;
- b. Filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals, or other materials, or the building of roads, or change in the topography of the land in any manner excepting the maintenance of foot trails;
- c. Dumping of ashes, trash, garbage, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils;
- d. Commercial development of any nature;
- e. Introduction of non-native plant species which may compete with and result in the decline or elimination of native plant species;
- f. Introduction of non-native animal species which may compete with and result in the decline or elimination of native animal species;
- g. Any other act, which, in the opinion of the Grantee would be detrimental to the scenic beauty, wildlife habitat, wetlands, the natural beauty, or natural resources of the Protected Property;
- h. Operation of motorized vehicles except as necessary in the use of the area as provided for herein;
- i. There shall be no commercial hunting or trapping on the Protected Property at any time;
- j. The broadcast application of pesticides will not be permitted at any time. Spot application of pesticides for the control of noxious weeds as

provided for by state law will be permitted;

- k. The cultivation, planting, or drilling of row crops, small grains and forages such as alfalfa and forage sorghum will not be permitted on the Protected Property.

10. Rights Reserved. This conservation easement shall confine the use of the Grantor's land by the Grantee to activities which are consistent with the purposes for which the easement was granted. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this conservation easement and these practices may not be precluded, prevented or limited by the conservation easement except for the requirement of prior approval from the Grantee:

- a. On approximately seven acres of the Protected Property (as shown on Exhibit A), the Grantor occupies a one family residence. The Grantor may establish one other residence for only an immediate family member such as a parent, son, daughter, or grandchild. The Grantor may erect or construct other buildings on the Protected Property only within this seven acre area. No construction, excavation, or disturbance of any kind can take place within 100' of the ground water spring area as shown on Exhibit A.
- b. The Grantor may graze or hay the Protected Property. Grazing shall be limited to 55 Animal Unit Months per year. An Animal Unit Month (A.U.M.) is the amount of forage required to sustain one animal unit for one month. An Animal Unit (A.U.) 1.0 shall be defined as a 1,000 pound cow with a calf less than four months postpartum. Cows with calves over four months postpartum to weaning will be 1.3 Animal Units. Two-year-old steers-.90 A.U., yearling cattle (12-17 months old)-.70 A.U., weaner calves (under 12 month old)-.50 A.U., bulls-1.50 A.U., yearling horses-.75 A.U., mature

light horses-1.25 A.U., sheep-.20 A.U. Fifty-five A.U.Ms. is enough forage to sustain two horses for 12 months (30 A.U.Ms.) and 6 head of yearling cattle for 6 months (25 A.U.Ms.).

- c. Grantee will be permitted to conduct annual prescribed burns on up to 21 acres of the approximately 33 acres used for grazing or haying as described in 10b above. The prescribed burning will be conducted from February 15 through April. If the Grantor does not graze the Protected Property in any given year between May and October, the Grantee will have the option to burn the 33 acres of the Protected Property used for grazing at the Grantee's expense.

11. Release of Easement. This conservation easement may be released by the Grantee, upon the approval of the governing body which approved the easement, and upon finding by such body that the easement no longer substantially achieves the conservation or preservation purpose for which it was created, in accordance with the Conservation and Preservation Easements Act or as authorized by any other provision of the law in effect at the time such release is sought.

12. Enforcement. The Grantor, on behalf of himself, his heirs, successors and assigns, agrees that the Grantee may enforce the provisions of this easement by any proceeding at law or in equity, including but not limited to, the right to require restoration of the Protected Property to the condition at the time of this grant. Grantor further agrees that the Grantee may seek an injunction restraining any person from violating the terms of this conservation easement and that the Grantee may be granted such injunction without

the posting of any bond whatsoever.

Grantor further agrees that the Grantee does not waive or forfeit the right to take any action as it deems necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act. Grantor further agrees that should he, his heirs, successors or assigns undertake any activity requiring the approval of the Grantee without or in advance of securing such approval, or undertake any activity in violation of the terms of this conservation easement, that Grantee shall have the right to enforce the restoration of that portion of the Grantor's land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of such restoration and the Grantee's cost of suit, including reasonable attorney's fee shall be paid by the Grantor or those heirs, successors or assigns against whom a judgement is entered, or, in the event that the Grantee secures redress without a completed judicial proceeding, by Grantor or those or its heirs, successors or assigns who are otherwise determined to be responsible for the unauthorized activity. Nothing herein contained shall be construed to preclude the Grantor from exhausting its legal remedies in determining whether the proposed activity to which the Grantee has objected, is inconsistent with this conservation easement.

13. Binding Effect. The covenants agreed to and the terms, conditions, restrictions and purposes imposed with this grant shall be binding upon the Grantor, his agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Protected Property.

14. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the conservation easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

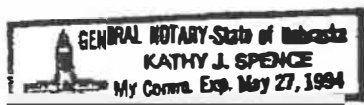
IN WITNESS WHEREOF, the Grantor has set his hand this
22 day of April, 1992.

Michael T. Sabath
Carolyn H. Sabath

STATE OF NEBRASKA)
COUNTY OF Lancaster) ss.

On this 22 day of April, 1992, before me, a
Notary Public in and for said county and state, personally came
Michael J. Sabath and Carolyn H. Sabath,
to me personally known to be the identical person(s) whose name(s)
is/are affixed to the above Conservation Easement and acknowledged
the execution of the same to be his/her/their voluntary act and
deed.

WITNESS my hand and Notarial Seal the day and year last
above written.



Kathy J. Spence
Notary Public

My Commission Expires: May 27, 1994.

ACCEPTANCE

The above Conservation Easement is hereby accepted by
the Lower Platte South Natural Resources District, Grantee herein,
on this 11th day of June, 1992.

Lower Platte South
Natural Resources District

By Robert C. Anderson
Chairman

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 11th day of June, 1992, before me a
Notary Public in and for said county and state, personally came
Robert C. Anderson
Chairman of Lower Platte South Natural Resources District, a
political subdivision of the State of Nebraska, to me personally
known to be the identical person whose name is affixed to the
above Conservation Easement and he acknowledged the execution
hereof to be his voluntary act and deed as such officer and the
voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the day and year last
above written.



Kathy J. Spence
Notary Public

My Commission Expires: May 27, 1994

CONSTRUCTION PERMIT

No. 2383

Date May 12, 1992

To: LOWER PLATTE SOUTH NRD
ATTN: MR. DAN SCHULZ
3125 PORTIA
LINCOLN, NE 68521

For: A perpetual conservation easement for the
management & preservation of wetlands according
to the agreement with Micheal & Carolyn
Sabatka on file

This permit must be posted in a conspicuous place before any work is started.
Re-inspection fee: \$30.00.

Remarks:



Saunders County Building Inspector

Saunders County Flood District Rules & Regulations form this permit

APPROVAL OF CONSERVATION EASEMENT

The Saunders County Planning Commission, which is the appropriate governing body with jurisdiction over the property referred to in the Conservation Easement to which this approval is attached, approves the Conservation Easement.

Donnell Powell

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

1992 JUN 15 AM 9:39

BOOK 151 PAGE 71

OF Deeds INST# 193

Don Clark
BY Linda Lemley

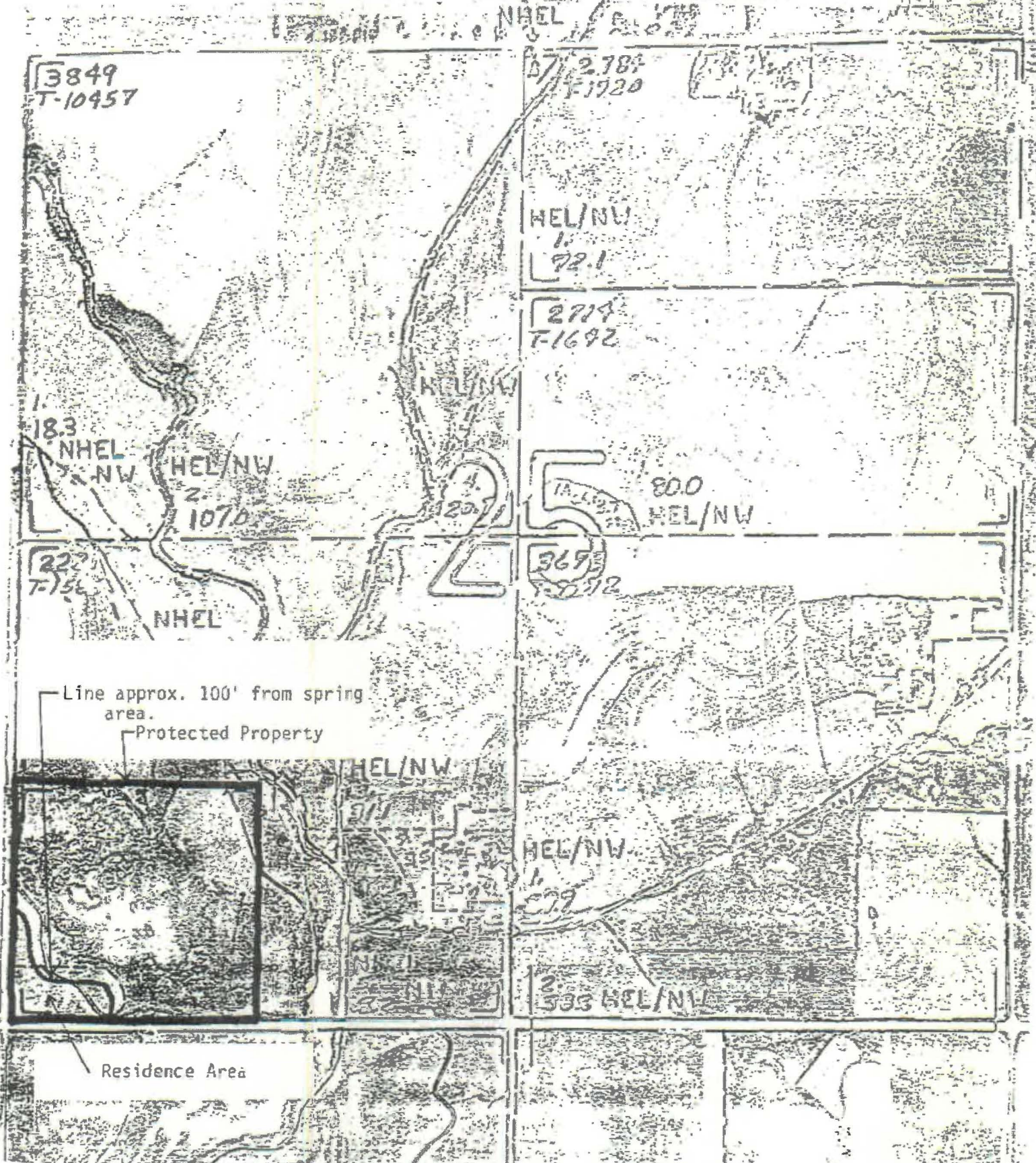
NOT TO SCALE

Saunders Co.
T-13-N R-7-E

1988
125

Photo R-15
Section 25

Exhibit A





SAUNDERS COUNTY - BUILDING DEPARTMENT

ALL SAUNDERS COUNTY SETBACKS, RULES AND REGULATIONS APPLY TO THIS PERMIT

Job Address	_____	Date Issued	9/10/2025
Nature of Work	New House	Permit Number	1245
Owner	Ralph Belter	Contractor	Three Brothers Construction Omaha NE

ON ALL NEW STRUCTURES OR ADDITIONS TO STRUCTURES, LOT STAKES MUST BE EXPOSED PRIOR TO THE FOOTING INSPECTION.
TITLE 124 SEPTIC SYSTEMS REGULATIONS APPLY AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSTRUCT THE SYSTEM
TO THOSE REGULATIONS.

24 HOUR NOTICE REQUIRED FOR ALL INSPECTIONS

For all inspections except electrical please call (402) 443-8136

For State Electrical inspections please call (402) 499-5841

INSPECTOR MUST SIGN ALL SPACES PERTAINING TO THIS JOB

INSPECTION	DATE	INSPECTOR
E-911 Address	_____	_____
Footings	_____	_____
Foundation	_____	_____

POUR NO CONCRETE UNTIL ABOVE HAS BEEN DONE

In Floor Heating (If Applicable)
(State) Electric (Groundwork)
Plumbing (Groundwork)

DO NOT POUR FLOOR UNTIL ABOVE HAS BEEN SIGNED

Temporary Electrical
(State) Electrical Service

****Plumbing, HVAC & Framing inspections are done simultaneously****

Plumbing Rough-in
Gas Rough-in
Heating & Ventilation Rough-In
Framing
(State) Electrical Rough-In

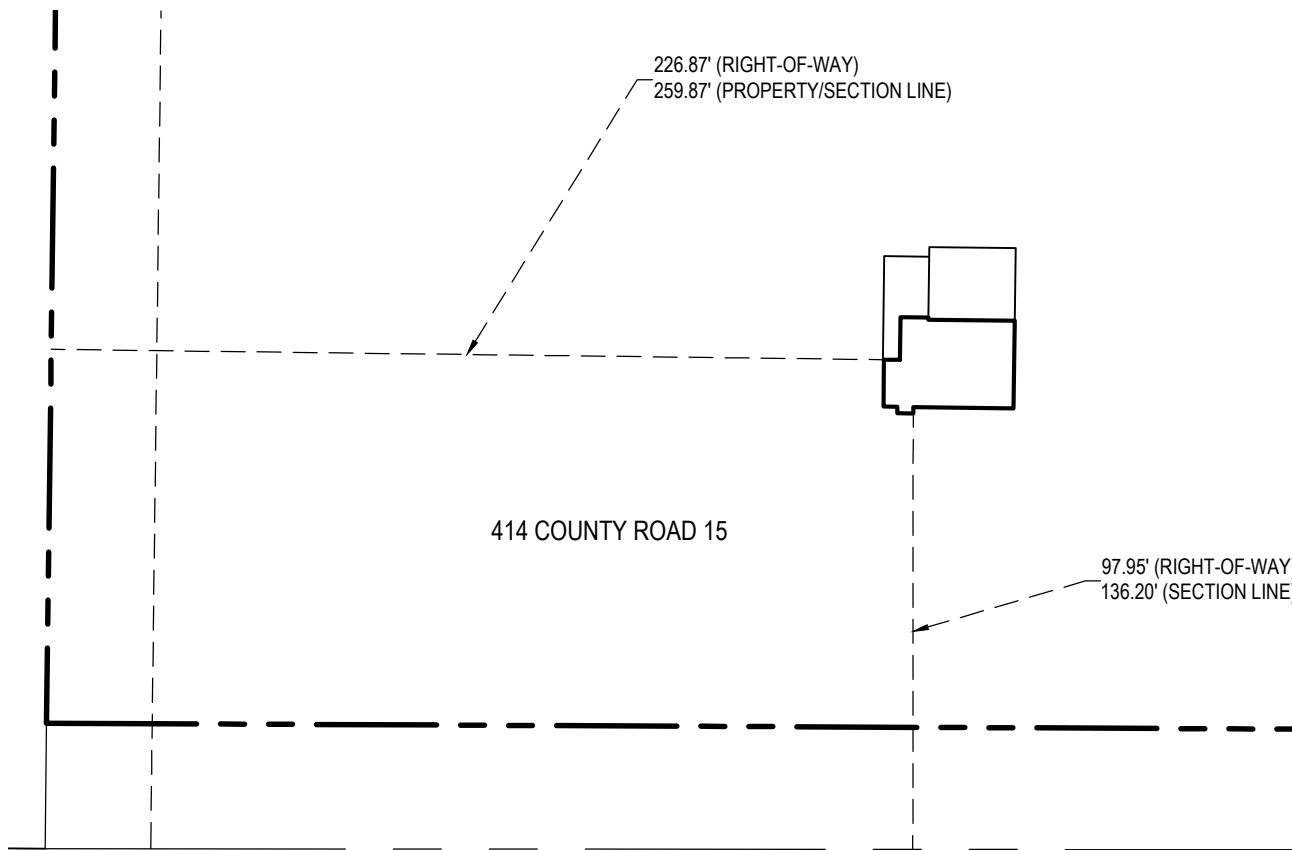
COVER NO WORK UNTIL ABOVE HAS BEEN SIGNED

(State) Electrical Fixtures
Onsite Wastewater System
Radon Mitigation System
Job Completed

NOTE: CONSTRUCTION IN FLOOD DISTRICT - CERTIFIED ELEVATION MUST BE PROVIDED TO ZONING DEPARTMENT ON LOWEST FLOOR PER COUNTY REGULATIONS.

*******PERMIT IS VALID FOR 18 MONTHS FROM DATE OF ISSUE*******

WARNING: THIS DRAWING CANNOT BE LEGALLY USED TO INSTALL A FENCE OR ANY OTHER STRUCTURE ON THIS PROPERTY, AND IS NOT INTENDED TO BE A LAND SURVEY AS DEFINED BY STATE STATUTES.



COUNTY ROAD A

E&A CONSULTING GROUP, INC.

Date _____
Project No. _____
Subdivision _____
Builder _____
Crew Chief _____
Zoning TA-1

	Required	Actual
Front Set Back	100	
Fdtn Dist		
Cant Dist		
Left Side Yard	20	
Fdtn Dist		
Cant Dist		
Right Side Yard	20	
Fdtn Dist		
Cant Dist		
Rear Yard	20	
Diagonals		
Encroachment		
Frontal Alignment		
Irregularities		
Book No.		
Page No.		

DATE:

GARAGE () ABOVE CURB

TOP OF FOOTING ELEVATION:

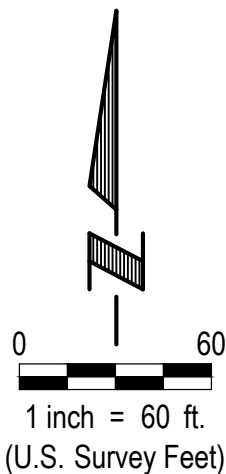
FRONT OF GARAGE = 101.0

BACK OF GARAGE = 100.1

BASEMENT = 92.1

COURSES

1 RISERS



1 inch = 60 ft.
(U.S. Survey Feet)



E & A CONSULTING GROUP, INC.

Engineering Answers

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: 2025.206.001

Date: 08/19/2025

Drawn by: RLS

Scale: 1"=60'

Sht: 1 of 1

HOUSE LAYOUT

414 COUNTY ROAD 15

SECTION 25-T13N-R07E

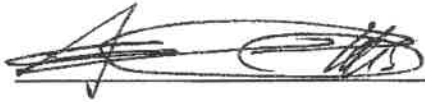
OTOE COUNTY, NEBRASKA

THEISEN CONSTRUCTION INC.

PO Box 97

NORFOLK, NE 68702

402-379-4564

PROPOSAL SUBMITTED TO: Lower Platte South NRD		DATE: 06-Aug-25	
		JOB NAME: Bridge Inspections	
ATTN: Eric Zach Will Inselman		JOB LOCATION: Mopac Trail Homestead Trail Oak Creek Trail	
Visually Inspect all Bridges on Mopac Trail		\$15,000.00	
Visually Inspect all Bridges on Oak Creek Trail		\$10,000.00	
Visually Inspect all Bridges on Homestead Trail		\$15,000.00	
Furnish updated Inspection reports and repair recommendations			
PROPOSAL AMOUNT: <u>FORTY THOUSNAD DOLLARS (\$40,000.00)</u>			
PAYMENT TO BE MADE AS FOLLOWS: <u>Payment is due 30 days following billing</u>			
AUTHORIZED SIGNATURE:			
NOTE: This proposal is good for 30 days.			
ACCEPTANCE OF PROPOSAL: _____			
DATE OF ACCEPTANCE: _____			
PLEASE SIGN AND RETURN ONE COPY COPY OF ACCEPTED PROPOSAL:			

Timber Point Wildlife Management Area Bid Specifications

Lower Platte South Natural Resources District

C/O: Will Inselman
3125 Portia St
Lincoln, NE 68521
402-432-5727
winselman@lpsnrd.org

There are three units (See map) to be cleared at the Timber Point Wildlife Management Area, totaling 31 acres. The area is in the Section 27-T14N-R4E, Butler County, off Rd 29 and V Rd, ~2 miles southeast of Brainard, Nebraska.

Cutting Tree Species: All trees and shrubs will be cleared from the defined units. The unit boundary will be defined by either mowing, flagging/marking, or geographical features (i.e., lake shoreline or wetland). Trees are mostly cedar with some deciduous trees and olive shrubs in grassland areas. There are also a couple of previously planted tree and shrub belts within one of the units. The work is all machine accessible. All woody plants will be cut at or near ground level.

Stacking: All trees are to be stacked in tight piles, at least the size of two pickup trucks parked side-by-side. Piles will be at least 50' from fences, boundaries, and retained trees. The landowner is responsible for clearing any trees within fences, to be stacked by the contractor, ahead of contractor work.

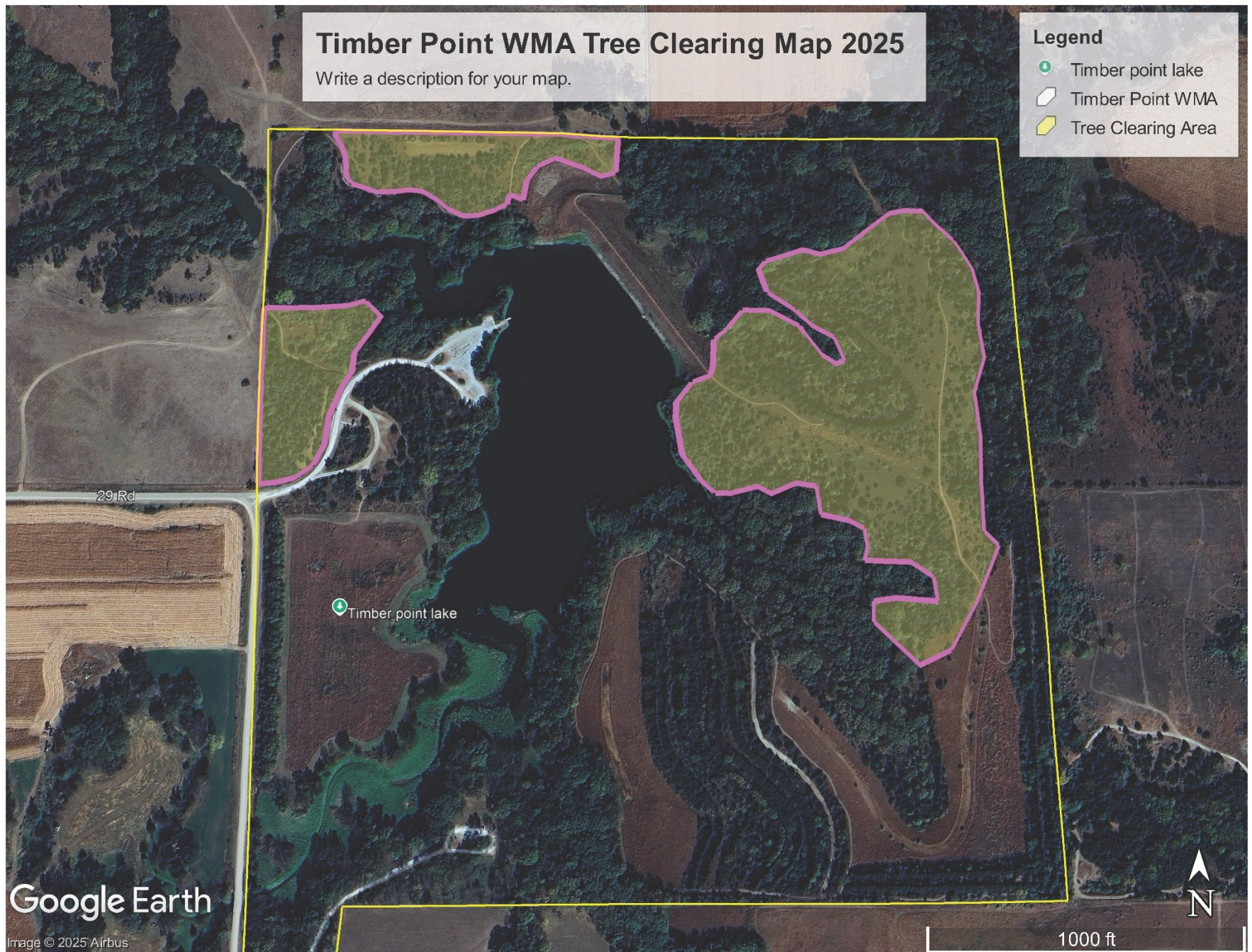
Chemical: All cut stumps of deciduous trees and shrubs 2" DBH or larger are to be sprayed immediately with Pathway or equivalent herbicide. Spray must include dye so that treatment can be verified.

Fences: Trees that are physically within fences may be left, but it is the intention of this project to clear invasive trees adjacent to fences.

Pre-Bid Meeting: An on-site pre-bid meeting will be held on **Thursday, August 21st at 10 AM** in the Timber Point WMA North Parking Lot.

Bid Due Date: **September 2, 2025**. Please mail or email bids to Will Inselman at the address above. Please call or email if you have any questions. The selected contractor may access the site within the defined cutting period as soon as the project is awarded. Since this is a public area, the contractor will provide one week's notification before mobilization on site to allow for a public news release.

Deadline for Completion: Trees are to be cut and stacked between September 18, 2025 and April 15, 2026. **Because this area does allow hunting, no work will be conducted during the November firearm deer season (Nov 15th – Nov 23rd).**



Morrissey Enterprises

2800 W Rokeby Road
Lincoln, NE 68523 US
+3140456
zm.morrissey@gmail.com



Estimate

ADDRESS
Will Inselman
Lower Platte South NRD

ESTIMATE 1389
DATE 09/02/2025

		QTY
Tree Removal		31
Tree removal, with skid steer and grapple, piled on site in manageable burn piles.		

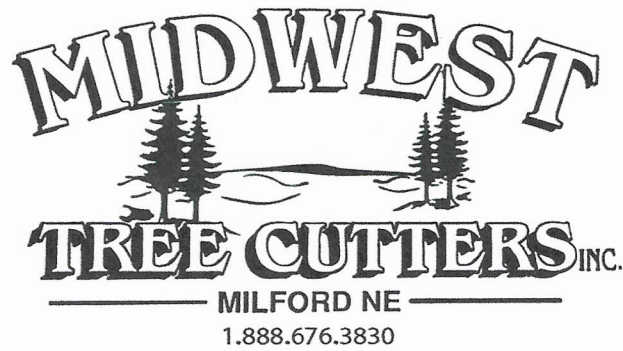
Thank you for your Business! We accept ACH bank transfers or checks can be mailed to 2800 W Rokeby Rd, Lincoln, Nebraska 68523
We must receive a 50% down payment before we can begin project. Remaining 50% plus change orders due at time of completion. Thanks for the opportunity.

SUBTOTAL	20,150.00
TAX	0.00
TOTAL	\$20,150.00

Accepted By

Accepted Date

Jerrel Roth
(402) 641-2005



Ryan Roth
(402) 641-6857

August 30, 2025

Lower Platte South NRD
Timber Point WMA Tree Clearing Project

BID: Cutting, Stacking, and spraying trees on
31 acres in 27-T14 N-R4E
\$38,750.00

Thank You,

A handwritten signature in cursive script that reads "Jerrel Roth".

Midwest Tree Cutters, Inc.

2601 Pioneers Rd Milford, NE 68405

NEBRASKA TOOL LAND MANAGEMENT BID

Lower Platte South NRD
3125 Portia St.
Lincoln, NE 68521

Will Inselman
402-432-5727
weinselman@lpsnrd.org

PROJECT

Timber Point Management Area

BASE BID

1) Having examined the [Contract Documents or Property] for the above referenced project and reviewed the site conditions affecting the proposed work and having visited the site I propose to:

Cut/pile/mulch to the outline of bid specifications.

For the sum of: \$2150 an acre for 31 acres total = \$66,650

BID VALID DATE

2) I agree to hold this Bid open for 30 days from today's date: 9-2-25

Time Schedule

3) Substantial completion of the activity(ies) included in this Bid will be April 15, 2026

SIGNATURES

4) I am duly licensed to perform the activity(ies) outlined in the bid. All vendors, suppliers, and/or staff will be properly trained and insured.

SIGNED

Darrin R. Ekstein

8-13-25

Darrin Ekstein

Date

AGREED CLIENT

[Name], [Company]

Date