

After recording return to: The Nebraska Land Trust
9200 Andermatt Drive, Suite 7
Lincoln, NE 68526

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (hereinafter "Easement") executed this 28 day of March, 2018 by and between Sisters of Mercy of the Americas West Midwest Community, Inc., a Missouri non-profit corporation, whose address is 7262 Mercy Road, Omaha, NE 68124-2389, (hereinafter "Grantor") and The Nebraska Land Trust Incorporated (hereinafter "Grantee"), a Nebraska nonprofit association, with its principal office located at 9200 Andermatt Drive, Suite 7, Lincoln, Nebraska, 68526. The Grantor and Grantee are referred to collectively as the "Parties".

RECITALS:

WHEREAS, the Grantor owns in fee simple approximately 22 acres of real property in Douglas County, Nebraska as described in the attached Exhibit "A" (herein referred to as the "Protected Property"), which possesses aesthetic, educational, and ecological value in its present condition; and

WHEREAS, the Protected Property includes natural habitat within the Lower Platte River Biologically Unique Landscape designated through the Nebraska Natural Legacy Project, Nebraska's State Wildlife Action Plan, which identifies landscapes with native flora and fauna where conservation should focus; and

WHEREAS, the Protected Property includes mature woodlands that provide important habitat for migratory and nesting songbirds; and

WHEREAS, the Protected Property includes natural Lower Platte River shoreline unencumbered by concrete or other bank stabilization materials, which is increasingly rare and helps to maintain the natural hydrology of the river; and

WHEREAS, the Protected Property provides an exceptional educational site that has been used in the past and may be used in the future for retreats and/or outdoor nature education; and

WHEREAS, the Protected Property provides scenic views from public places, including the Platte River and Campanile Road; and

WHEREAS, all of the above constitute the Conservation Values of the Protected Property; and

WHEREAS, the Grantor desires to conserve the Conservation Values and present status of the Protected Property by conveyance to Grantee of this Easement for the purpose of conserving the present status and Conservation Values of the Protected Property and to 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 the present condition for both this and all future generations except as explicitly provided for herein; and

WHEREAS, the Parties hereto recognize the natural, educational, and scenic character of the Protected Property and the Parties hereto have the common purpose of conserving the aforesaid Conservation Values of the Protected Property (hereinafter "Conservation Purposes"); and

WHEREAS, the Grantee wishes to accept the Easement as provided in the Conservation and Preservation Easement Act (as hereinafter defined); and

WHEREAS, the present status of the aesthetic, agricultural, historical, ecological and natural condition of the Protected Property at the date this Easement becomes effective, is evidenced by reports, photographs, maps and scientific documentation possessed at the present time. Said evidences of the condition of the Protected Property are referred to collectively as the Baseline Documentation Report dated September 6, 2017, which is incorporated herein by reference; and

WHEREAS, the Conservation Purposes of this Easement are recognized by, and this Easement will serve, at least and without limitation, the following clearly delineated governmental conservation statutes, policies, and programs:

- The Nebraska Natural Legacy Project developed by the Nebraska Game and Parks Commission and others, to identify Biologically Unique Landscapes where conservation should focus;
- The policy of the State of Nebraska to conserve fish and wildlife resources for future generations, which the Nebraska Legislature has memorialized through various conservation-related statutes;
- The Douglas County Comprehensive Plan which designates the Protected Property as a Preserve area where development is discouraged, due to the Platte River Floodplain and valuable woodlands;

WHEREAS, the Grantee has, among its purposes, the preservation of land providing open space, agricultural productivity, wildlife habitat, historical sites, and scenic qualities to ensure its continuing availability for these uses; and

WHEREAS, the Grantee is a publicly supported tax exempt not-for-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Grantee is therefore qualified under Section 170(h) of the Code and possesses the authority to acquire a Conservation and Preservation Easement under the provisions of Neb. Rev. Stat. §76-2,111 et seq. (Reissue 2009), as hereafter amended or modified, called the "Conservation and Preservation Easement Act" (the "Act"); and

WHEREAS, the Grantor is the sole owner of the fee simple interest in the Protected Property.

NOW, THEREFORE, for and in consideration of the mutual intentions expressed in the foregoing recitals, and the mutual covenants, terms, conditions and restrictions herein contained, Grantor voluntarily grants and conveys to the Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the Act and of the nature and character described in this Easement, exclusively for the purpose of conserving and forever maintaining the Conservation Purposes of the Protected Property. Furthermore, Grantor and Grantee hereto agree as follows:

ARTICLE I Grant of Easement

Grantor, for itself, its current and future principals, officers, invitees, beneficiaries, successors and assigns (collectively, "Grantor"), hereby irrevocably grants, transfers and conveys to Grantee, its successors and assigns, this Easement encumbering the Protected Property in perpetuity as authorized by and subject to all pertinent provisions of the Code and the Act and subject to the provisions of this Easement. This Easement conveyance is a donation from the Grantor to the Grantee.

ARTICLE II Covenants Relating to the Protected Property

All activities that are inconsistent with the Conservation Purposes of this Easement are prohibited. Grantee acknowledges and agrees that the reserved rights under Article III of this Easement are NOT inconsistent with such Conservation Purposes. Additionally, Grantor covenants and binds the Protected Property in perpetuity, such covenants to run with the Protected Property, as follows:

- A. Division or Subdivision of the Property:** Notwithstanding that the Protected Property may have been divided or subdivided prior to execution of this Easement, the Protected Property subject to this Easement may only be conveyed as a single tract. The Grantor does not have the right to divide, subdivide, or take any action that creates an actual or de facto division or subdivision of the Protected Property.
- B. Industrial and Commercial Uses:** There shall be no development of the Protected Property for industrial, commercial or multi-family residential purposes, including but not limited to: buildings, billboards, telecommunications towers, motocross or All-Terrain Vehicle courses, golf courses, wind turbines, power lines, mobile homes or other temporary residences, shooting range, livestock feedlots, paintball or other potentially damaging, outdoor games, and commercial aquaculture

facilities, except as specifically provided in Article III, Paragraph A entitled Building Envelope. Notwithstanding the foregoing, the Grantor may use the Building Envelope as defined herein for a charitable or commercial purpose, subject to: 1) applicable zoning regulations, and 2) NLT's prior written approval, not to be unreasonably withheld, conditioned or delayed; provided, however, that the following uses, subject to applicable zoning regulations, are hereby pre-approved by NLT and no further approval from NLT is required for such uses as a hospice, assisted living or other health or age related care facility, a children's camp or a retreat or meeting center.

- C. Mining:** All surface, in-situ, and/or open pit exploration for extraction or removal of oil, gas, uranium, and other minerals, rock, gravel, or sand found in, on, or under the Protected Property is prohibited. No sub-surface or other exploration or extraction of oil, gas, uranium, rock, gravel, sand, or other minerals, including the lease, sale, or other disposition of the rights to such materials is allowed. However, soil, sand, gravel or rock may be extracted without further permission from Grantee so long as such extraction is solely for use on the Protected Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the purpose of this Easement, does not substantially diminish or impair the Conservation Values, and has a limited and localized impact on the Protected Property.
- D. Dumping and Deposit of Solid Waste, Liquid Waste and Hazardous Materials:** No trash, debris, liquid waste, and other non-compostable refuse may be dumped or otherwise disposed of on the Protected Property. If the Grantor becomes aware of any accidental, illegal, or other placement or spilling of Hazardous Materials, as defined in Article IV, Paragraph E, on the Protected Property, the Grantor shall notify the Grantee on a timely basis and take required actions pursuant to Environmental Laws as defined in Article IV, Paragraph E. There shall be no storage of solid or liquid waste and/or Hazardous Materials generated off of the Protected Property, including in underground fuel storage tanks.
- E. Timber Harvesting:** The Grantor shall not harvest timber on the Protected Property except as specifically allowed in Article III, Paragraph E.
- F. Water Rights:** There shall be no transfer, sale, lease, commercial development or transport of water off of the Protected Property.
- G. Roads and Trails:** The Grantor shall not construct any new roads or trails, except as specifically provided for in Article III, Paragraph B.
- H. Existing Condition:** Grantor shall take only such action upon the Protected Property as may be necessary to maintain its existing condition or as is otherwise specifically permitted herein. Grantor shall not remove or destroy any native or re-established grasses, plants, trees or vegetation, except for the existing gardens identified in the Baseline Documentation Report, which may be maintained or removed at the Grantor's discretion, and except as determined desirable by Grantor to maintain the Protected Property in the condition existing at the date hereof and in order to establish, maintain or promote native wildlife and plant life within the

Protected Property or for permitted uses. However, notwithstanding the foregoing, Grantor may maintain and improve the Protected Property for the purpose of enhancing native wildlife, native vegetation, and historical values, subject to obtaining Grantee's prior written approval.

- I. Surface Alteration:** The Grantor shall not disturb the Protected Property in any manner from its present state, including but not limited to: logging, clearing, draining, grading, permanent changes to the topography or river bed, and removal of sand or gravel, except as specifically provided in Article II, Paragraph C and Article III, Paragraphs A, B, C, E, and F.
- J. Off-Road Vehicles:** The Grantor shall not use vehicles off of existing roads and travel-ways in a manner that may result in apparent erosion or compaction of the soil, impact on the natural appearance of the Protected Property, damage or destruction to vegetation, or interference with use of the natural habitats by the wildlife species occurring on the Protected Property. The Parties recognize, however, that the use of off-road vehicles may be necessary in property management and such limited use is therefore expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use, consistent with the terms and intent of this Easement. Any off-road vehicle use must be consistent with the first sentence of this Paragraph.
- K. Existing Lake:** No new lake may be constructed on the Protected Property and enlargement or reduction of the surface area of the existing lake is not allowed unless it occurs through the natural process of river flooding, in which case restoration to its original size will be permitted, but will not be required. The lake may not be filled in or destroyed, and it may only be drained temporarily for the purpose of eliminating invasive species.
- L. Posting of No Trapping Signs:** The boundary and corners of the Protected property must be posted for "No Trapping" at all times, with individual signs not more than 400 feet apart using letters at least 2 inches in height.
- M. Alteration of Platte River Shoreline:** The Grantor shall not change, disturb, alter, cover, excavate, or impair Platte River shoreline on the Protected Property, including the placement of concrete rubble, stone, old car bodies, or other materials on or within the river bank for any purpose, including bank stabilization.
- N. Game Proof Fences:** Grantor shall not construct any big game proof fences, which are defined as any fence that cannot be crossed by deer or other big game wildlife, except to protect gardens and/or native plant restoration from depredation.
- O. Access:** There shall be no public access to the Protected Property without the prior consent of Grantor. "Public" shall not include Grantee or guests and invitees of Grantee. Grantor hereby gives consent to Grantee and its designated agents (a) to make an annual inspection of the Protected Property and (b) such other inspections as may be reasonably necessary to confirm the status of the Protected Property in the event Grantee has cause to believe there has been a violation of this Easement. In no event shall Grantee or its agents access the Protected Property without prior

reasonable notice to Grantor. Grantee shall have no right to limit the access of Grantor or any guest or invitee, licensee or tenant of Grantor or any parties who shall use the Protected Property as tenants pursuant to the terms of Article III, Paragraph O.

ARTICLE III Grantor Reserved Rights

Notwithstanding anything herein to the contrary, Grantor reserves for itself, its invitees, licensees, tenants and guests all rights of an owner of the Protected Property, including the right to use it for all purposes consistent with this Easement.

- A. Building Envelope:** The Grantor has the right to repair, remove, replace or reasonably enlarge the existing buildings, facilities and the existing residence, associated outbuildings, and structures within the approximately 4.24-acre Building Envelope identified in *Exhibit "A"*. New structures and associated outbuildings that serve a use permitted by this Easement are also allowed within the Building Envelope (hereinafter "New Construction"). The Grantor shall notify Grantee in writing prior to the commencement of any New Construction, building replacement, and building enlargement within the Building Envelope. Grantee, at its discretion, may require a survey of Building Envelope boundaries prior to the commencement of any New Construction. The Grantor also has the right to construct, reconstruct, maintain and repair, if necessary, utilities and access roads to the Building Envelope. Any utility corridor and/or roadway must follow the least damaging feasible route with regard to or within the Protected Property.
- B. Roadways and Trails:** Existing vehicle roads and pedestrian trails may be used and maintained, including the mowing of trails. New or relocated vehicle roads and pedestrian trails may be constructed after prior, written notice is given to the Grantee, provided that new and relocated vehicle roads and pedestrian trails do not result in the removal of trees more than six inches in diameter, except as provided in Article III, Paragraph E. However, no portion of the Protected Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious material, except in the Building Envelope.
- C. Minor Structures and Improvements:** The existing gazebo outside of the Building Envelope may be repaired, maintained, removed or replaced on its pre-existing footprint, including a permanent foundation and any replacement thereof. Without limiting any rights reserved under Article III, Paragraph A, small, new structures, water lines, water tanks and other minor structures and improvements without permanent foundations may be constructed anywhere on the Protected Property; provided, however, that any such structures shall be located with the intent of causing the least possible disturbance.
- D. Boat Dock:** A boat dock may be constructed, maintained, repaired and replaced on the existing lake.
- E. Forest Management and Timber Harvest:** Maintenance of wooded areas and tree cover is integral to and part of the Conservation Purposes, including wildlife

habitat and scenic views. As such, all activities affecting wooded areas and tree cover shall be conducted in a manner that maintains healthy woodland conditions over time and sustains and perpetuates the mix of native, naturally occurring species in representative ages and group sizes. Before any trees (except those described in the paragraph below) may be harvested from the Protected Property, the Grantor shall prepare and provide to Grantee a Forest Management Plan prepared by the Nebraska Forest Service or a professional forester for its prior review and approval. The Grantee reserves the right to provide such Plan to the NRCS, Nebraska Forest Service, and/or the Nebraska Game and Parks Commission for prior review and input.

The Grantor may: (i) cut trees for posts and poles; (ii) cut and gather dead, diseased, dying and down trees for firewood and to abate disease and infestation; (iii) cut or prune trees and brush, which constitute a hazard to persons, property, trails or road; (iv) control invasive woody species including but not limited to eastern red cedar, hackberry, honey locust, black locust and Siberian elm, to preserve and restore native hardwood forest habitat; (v) remove trees encroaching into fence lines and/or restored prairie; and (vi) remove trees as needed within the Building Envelope.

- F. Fencing:** The Grantor may construct, maintain, replace and repair fences on the Protected Property without prior approval of the Grantee, including localized fences as needed to control drifting snow. Big game proof fences are only permitted around gardens and native plant restoration areas to protect them from depredation. No other big game proof fences can be constructed on the Protected Property.
- G. Water Resources:** In accordance with applicable laws and regulations, the Grantor may maintain, enhance and develop any new or existing water resources which may include but are not limited to wells, windmills, buried water pipelines, irrigation, stock tanks and septic systems on the Protected Property for permitted activities, including domestic needs and fish and wildlife uses.
- H. Renewable Energy:** The construction of wind and solar energy generation facilities for on-site use in conjunction with those activities permitted by this Easement are allowed, provided, however, that such energy generation facilities must be installed within the Building Envelope and so long as such facilities do not adversely impact the Conservation Purposes.
- I. Brush Piles:** Grantor may place tree stumps, logs, and brush originating from the Protected Property in piles for burning, decay, or disposal on the Protected Property.
- J. Recreational Uses:** Unless otherwise restricted herein, any passive recreational and educational activities that do not impact the Conservation Purposes are permitted. The following recreational uses are expressly permitted on the Protected Property, subject to Grantor's approval:

1. **Fishing:** Fishing in a manner consistent with and in compliance with state and federal laws and regulations;
 2. **Tent Camping:** Tent camping anywhere on the Protected Property;
 3. **Swimming:** Swimming in the lake subject to local, state and federal rules and regulations; and
 4. **Hiking:** Hiking and birding on designated trails.
- K. Fish Stocking:** The existing lake may be stocked from time to time as determined by Grantor with non-invasive species of fish for recreational fishing, subject to Article II, Paragraph B. Aquatic invasive species of fish shall be defined as those species of fish listed by the Nebraska Game and Parks Commission as Category 1, Potential Aquatic Invasive Species; Category 2, Priority Aquatic Invasive Species; Category 3, Established Invasive Aquatic Species; and Category 4, Aquatic Invasive Species listed as Noxious in Nebraska.
- L. Habitat Improvement:** Subject to other provisions of this Easement, the Grantor reserves the right to undertake habitat improvement projects subject to a plan approved by the Grantee, which will enhance terrestrial and/or aquatic wildlife habitat. All such activities shall be undertaken in order to protect the Conservation Purposes of the Protected Property. The Grantor will not introduce into the Protected Property any plant species defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor may restore native grassland on the Protected Property, so long as high quality certified weed-free seed is used that consists of native grass and forb species found in the area.
- M. Eco-tourism and Education:** Low impact Eco-tourism and outdoor education activities are permitted, including but not limited to guided hikes, outdoor classes, holiday events, and field trips.
- N. Installation of Utilities:** Grantor may install, maintain, repair and replace utilities for serving those uses permitted on the Protected Property by the terms of this Easement. To the extent practicable, such utilities shall follow the least damaging feasible route with regard to or within the Protected Property.
- O. Leasing:** The Grantor may lease the Protected Property for any use or activity permitted by this Easement.
- P. Residual Rights:** Except as limited by this Easement, the Grantor may exercise and enjoy all rights as owner of the Protected Property, including the right to use the Protected Property for any purpose consistent with this Easement.

ARTICLE IV
General Provisions

- A. Enforcement:** The Grantee may enforce this Easement in law or in equity against the Grantor, its successors, assigns, licensees, tenants and permittees. If there is a violation of any of the provisions of this Easement, the Grantee shall have the right to notify the Grantor, who shall promptly cure the violation by:
1. Ceasing the violation; or
 2. Restoring the Protected Property to its condition before the violation; or
 3. Both, as the case may be.

If the violation continues, the Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law or in equity to cause such violation to be cured. Grantor shall reimburse the Grantee for all expenses incurred, including legal fees whether in or out of court and all other related or incidental costs of proceedings, legal or otherwise, brought to cure an alleged violation of this Easement or to collect such reimbursement. Failure to enforce any restriction or covenant herein contained shall in no way be deemed a waiver of a right to do so thereafter as to the same violation or breach or as one occurring prior or subsequent thereto.

Notwithstanding anything herein to the contrary, Grantor agrees and acknowledges that it has no legal right or claim whatsoever arising against Grantee in the event that Grantee fails in the future to enforce any restriction in the Easement or elects to amend, release or extinguish its obligations as Grantee by amending, releasing or extinguishing this Easement pursuant to Paragraphs B and F below.

- B. Amendments/Assignment:** If the circumstances arise under which an amendment to or modification of this Easement would be appropriate, this Easement may be amended only with the written consent of the Grantor and Grantee. Any such amendment shall be consistent with the Conservation Purposes of the Easement, shall comply with Nebraska law and applicable federal laws, and may not affect its perpetual duration. Any amendment must be in writing, signed by the Parties, and recorded in the official records of Douglas County, Nebraska.

This Easement may be assigned by the Grantee at its election, to a qualified organization as defined in Section 170(h) of the Code with the prior written consent of Grantor, such consent not to be unreasonably withheld.

- C. Baseline Documentation Report:** The Grantor and Grantee agree that the present status of the agricultural, historic, scientific, ecological and natural condition of the Protected Property at the date this Easement becomes effective, shall be evidenced by reports, photographs, maps and scientific documentation possessed at the present time. Said evidences of the condition of the Protected Property are referred to collectively as the Baseline Documentation Report, which has been signed and acknowledged by the Grantor and representatives of Grantee and is incorporated herein by reference.

- D. Title Warranty:** Grantor warrants that it has good title to the Protected Property; that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances, subject to matters of record.
- E. Environmental Warranty:** Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that it has not received any notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials as defined herein and by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- F. Release:** Grantee may release this Easement through appropriate legal process upon determining the Easement does not and will not, at any time in the future, substantially achieve the conservation and preservation purposes, in accordance with Section 76-2,113 of the Act, or as authorized by any other provision of law in effect at the time such release is requested.

If circumstances arise in the future which render the purposes of this Easement impossible to accomplish, this Easement may only be released or extinguished, whether in whole or in part, upon request of the Grantor, and the Grantee, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of costs from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such release or extinguishment, shall be determined pursuant to Paragraph L below.

G. Responsibilities of Grantor and Grantee Not Affected: Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Protected Property. Among other things, this shall apply to:

1. Taxes: Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Protected Property, except to the extent such taxes or assessments become payable as a result of actions taken by Grantee or as a result of a change in law applicable to the tax exempt status of Grantee, Grantor will reimburse Grantee for the same.

2. Upkeep and Maintenance: Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.

3. Liability and Indemnification: Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

4. Recording/Fees: Promptly following its execution by the Parties, Grantee shall record the Easement with the Douglas County Register of Deeds and pay any fees associated with such recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

H. Monitoring: It is the obligation of both Grantor and Grantee to monitor the Protected Property so as to keep all woodlands, grasslands, lake and other natural conditions in the state and condition as they exist at the date hereof, and in

accordance with the Baseline Documentation Report, subject to the terms and conditions specifically permitted herein.

- I. Perpetuity of Easement:** The covenants, terms, conditions, restrictions, and purposes imposed with this grant shall bind the Parties, their agents, assigns, and all other successors to them in interest and shall run with the land and continue in perpetuity as servitude upon the Protected Property.
- J. Partial Invalidity:** Invalidation of any provision of this Easement, by court judgment, order, statute or otherwise, shall not affect any other provision which shall remain in force and effect.
- K. Notice of Condemnation:** In the event all or any part of the Protected Property is ever proposed for condemnation by the State, Federal or local government, the Grantee must be notified immediately.
- L. Extinguishment and Condemnation:** If the Easement is released, extinguished or condemned, in whole or in part, or part of the Protected Property is sold for road right-of-way pursuant to a threat of condemnation by a government agency, Grantor and Grantee agree to divide the gross sale proceeds or condemnation award, with the Grantee receiving 15% of the proceeds or award and the Grantor receiving 85% of the proceeds or award. The Grantee agrees to use its share in a manner consistent with the Conservation Purposes of this Easement, or as required by applicable law.
- M. Property Transfer:** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee, including the name and address of the transferee(s), of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Grantor also agrees to use reasonable efforts to arrange a meeting or conference call between a potential buyer and Grantee prior to closing on a transfer of the Protected Property. Upon transfer of the Protected Property, this provision shall apply to all transferees of Grantor's interest in the Protected Property. Grantee may notify such transferee(s) directly regarding the terms of this Easement. The failure of Grantor or Grantee to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- N. Subordination:** Any mortgage, easement, lien or other cloud on the Protected Property's title shall be subordinated to the terms of this Easement.
- O. Governing Law:** This Easement shall be construed to promote the purposes of the Act, which authorizes the creation of Conservation and Preservation Easements for purposes including those set forth in the Recitals herein, and the Conservation Purposes of this Easement, including such purposes as are defined in Sections 170 (h)(4)(A) of the Internal Revenue Code.

- P. Acts of Nature:** Unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Protected Property after any fire or other Act of Nature. Grantor understands and agrees that nothing in this Easement relieves it of any obligation or restriction on the use of the Protected Property imposed by law.
- Q. Entire Agreement:** This document sets forth the entire agreement of the Grantor and the Grantee with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- R. “Grantor” and “Grantee”:** The term “Grantor,” as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its invitees, transferees, successors and assigns. The term “Grantee,” as used in this Easement, and any pronouns used in place thereof shall mean The Nebraska Land Trust, Incorporated, and its successors and assigns.
- S. Titles:** Article, Section and Paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- T. Costs, Liabilities, and Insurance:** Grantor assumes all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, and shall maintain adequate comprehensive general liability insurance coverage that includes any and all hunting operations, and/or other recreational activities, and/or lodging facilities. Grantee’s name shall be listed among the insured parties on the policy. Grantor shall keep the Grantee’s interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.
- U. Correspondence and Notices:** All correspondence and notices related to this Conservation Easement must be sent to the Parties by certified mail or recognized overnight delivery service at the addresses listed below:
- Grantor:** Sisters of Mercy of the Americas West Midwest Community, Inc.
c/o Margaret Mary Hinz, RSM, Treasurer
7262 Mercy Road
Omaha, NE 69124-2389
- Grantee:** The Nebraska Land Trust, Inc.
9200 Andermatt Drive, Suite 7
Lincoln, NE 68526
- V. Effective Date:** This Conservation Easement shall be effective when signed by the Parties and recorded in Douglas County.

[Remainder of this page intentionally left blank; signature pages follow]

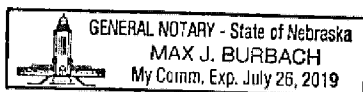
IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement the date and year first herein set forth.

By: Margaret Mary Hinz, RSM
Date: March 28 2018

Sisters of Mercy of the Americas West Midwest Community, Inc., Owner and Grantor, by Margaret Mary Hinz, RSM, Treasurer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 28 day of March, 2018, by Margaret Mary Hinz, RSM, Treasurer, Sisters of Mercy of the Americas West Midwest Community, Inc., Owner and Grantor.



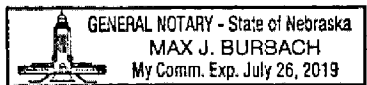
Max J. Burbach
Notary Public

WITNESS:

By Sr. Catherine M. Kuper
Date 3/28/18
Title Sister of Mercy

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 28 day of March, 2018, by Catherine M. Kuper, RSM, Sisters of Mercy of the Americas West Midwest Community, Inc., Owner and Grantor.



Max J. Burbach
Notary Public

ACCEPTANCE

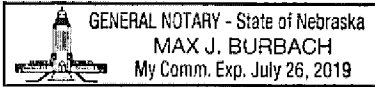
This Conservation Easement is hereby accepted by THE NEBRASKA LAND TRUST INCORPORATED, Grantee herein.

By: David S. Sands

Date: March 28, 2018
David S. Sands, Executive Director
The Nebraska Land Trust, Inc.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 28 day of March, 2018, by David S. Sands, Executive Director of The Nebraska Land Trust Incorporated.



Max J. Burbach
Notary Public

APPROVAL OF BOARD OF COMMISSIONERS OF
DOUGLAS COUNTY, NEBRASKA

By Resolution duly adopted on the 13th day of March, 2018, the Board of Commissioners of Douglas County, Nebraska, approved this Conservation and Preservation Easement as required by Neb. Rev. Stat. § 76-2112 of the Conservation and Preservation Easement Act as to that portion of the property within the Easement lying within its jurisdiction.



Chair, Board of Commissioners of
Douglas County, Nebraska

EXHIBIT A (Page 1 of 2)
Map and Legal Description of the Protected Property

Legal Description

A tract of land in Government Lot Five (5) in Section 25, Township 15 North, Range 9 East of the 6th P.M. Douglas County, Nebraska, together with all the land between the West line of said Lot 5 and the Platte River and all accretions thereto, more particularly described as follows: Commencing at the Southwest corner of Lot Five Hundred Eighteen (518), Venice, Nebraska, as shown on Plat filed in Book 354, Page 608, Register of Deeds Office, Douglas County, Nebraska; thence Southerly 20 feet to the Northwest corner of Lot Five Hundred Seventeen (517) of referenced Plat; thence West on the South line of Second Avenue extended West 50.5 feet to the West line of Campanile Road as shown on said Plat of Venice which is the true point of beginning; thence continuing West on the South line of Second Avenue extended west a distance of 95.9 feet; thence Northerly deflection angle $97^{\circ}03'$ right a distance of 60 feet; thence West deflection angle $97^{\circ}03'$ left to the channel of the Platt River; thence South along the channel of the Platte River to a point 688.2 feet due South of the aforementioned line; thence East on a line 688.2 feet South of and parallel to the North line to the West line of Campanile Road; thence Northerly along the west line of Campanile Road a distance of 634.57 feet to the point of beginning and

A tract of land in the Southeast Quarter in Section 25, Township 15 North, Range 9 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at a point on the West line of Campanile Road 634.57 feet South of the South line of Second Avenue extended West, said point being the Southeast corner of a tract described in Deed Record Book 1206 Page 391, Register of Deeds Office, Douglas County, Nebraska; thence West on the South line of said tract a distance of 917.72 feet; thence Southeasterly a distance of 920.60 feet to a point on the West line of Campanile Road 183.24 feet South of the place of beginning; thence North on the West line of Campanile Road a distance of 183.24 feet to the place of beginning.

Address: 2304 Campanile Road, Waterloo, NE 68069

EXHIBIT A (Page 2 of 2)
Map and Legal Description of the Protected Property

Protected Property Map

