



*Handwritten initials/signature*

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
ACQUISITION CONTRACT**

Copies to:

- 1. Trails Grant Administrator, Nebraska Game & Parks Commission
- 2. Lincoln Sports Foundation, Inc.
- 3. Lower Platte South Natural Resources District

Project: Motocross/ATV Facility

Tract No.: SE ¼ of Section 27, T-11-N, R-7-E, 6<sup>th</sup> Principal Meridian, Lot 47 SE

THIS CONTRACT, made and entered into this 26<sup>th</sup> day of September, 2008 by and between, Lincoln Sports Foundation, Inc.  
Address: 7600 N. 70<sup>th</sup> Street, Lincoln, NE 68517 hereinafter called the OWNER, and Lower Platte South Natural Resources District, hereinafter called the BUYER.

**TEMPORARY EASEMENT**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in "Exhibit A". (The description may be stated in either "metes and bounds" or "station and offsets")

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The OWNER agrees to donate the above described Temporary Easement(s) to BUYER and acknowledges that it will receive <input checked="" type="checkbox"/> payment for the Temporary Easement.	\$ 1
<b>TOTAL</b>	

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The BUYER acknowledges that there will be no payment for any damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

*Handwritten initials/signature*

REMARKS

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

OWNER

Lower Platte South Natural Resources District

Lincoln Sports Foundation, Inc

By Glenn D. Johnson, General Manager

By

Del Lienemann, Jr., President

Date 10-1-08

9-26-08

Dated this 1<sup>st</sup> day of October, 2008

Dated this 26<sup>th</sup> day of September, 2008

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

Glenn D. Johnson

Del Lienemann Jr.

to me known to be the identical person \_\_\_\_\_ whose name \_\_\_\_\_ affixed to the foregoing instrument as grantor \_\_\_\_\_ and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person \_\_\_\_\_ whose name \_\_\_\_\_ affixed to the foregoing instrument as grantor \_\_\_\_\_ and acknowledged the same to be a voluntary act and deed.

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

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

Notary Kathy J. Spence

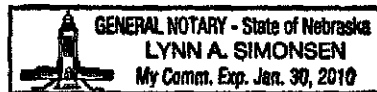
Notary Lynn A. Simonsen

STATE OF Nebraska

STATE OF Nebraska

ss. Lancaster County

ss. Lancaster County



SUBSTITUTE MOTOCROSS EASEMENT

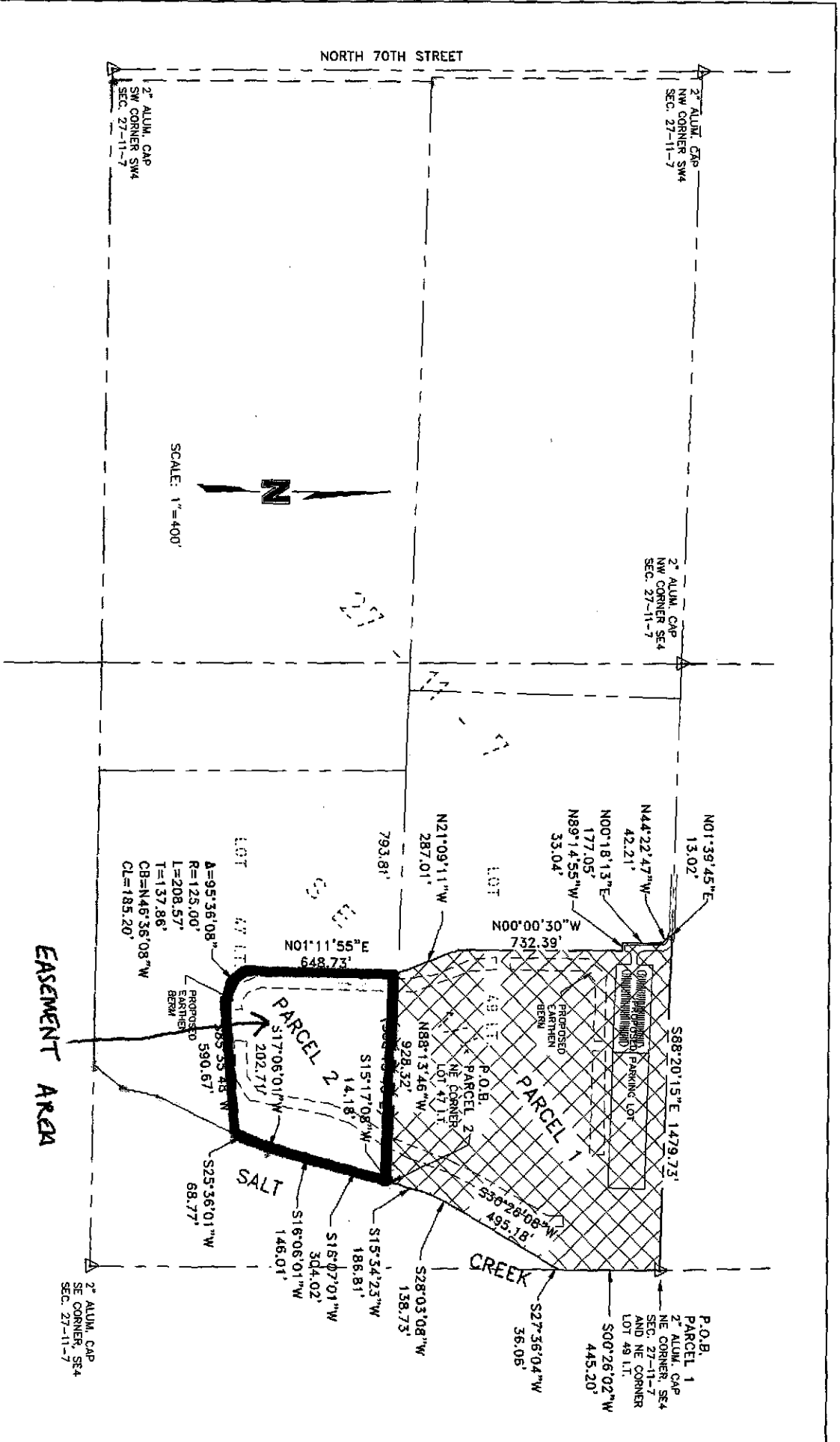
For and in consideration of One Dollar, (\$1.00) and other good and valuable consideration, Lincoln Sports Foundation, Inc., a Nebraska Non-profit Corporation, 7600 No. 70<sup>th</sup> Street, Lincoln, NE 68507, Grantor, does hereby grant, bargain, sell, convey, and release unto the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia Street, P. O. Box 83581, Lincoln, Nebraska 68501 (hereinafter the "Grantee"), its successor and assigns, an easement in, over, and upon the real estate described on Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth herein. This Easement is granted for the purpose of and in connection with the construction, operation, and maintenance of a motocross facility as described in a Cooperative Agreement between the Ethel S. Abbott Charitable Foundation, the Lincoln Sports Foundation, the Lower Platte South Natural Resources District and the County of Lancaster, Nebraska, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as though fully set forth herein (the "Cooperative Agreement."). This Easement is granted by Grantor to Grantee pursuant to Paragraph 3(c) of the Cooperative Agreement.

The rights and privileges herein granted shall be subject to the following terms and conditions:

1. Except as otherwise provided herein, the consideration recited herein shall constitute payment in full for all damages sustained or to be sustained by the Grantor by reason of the exercise of the rights and privileges granted them.
2. This Easement shall include the right of ingress and egress over and upon the easement area described herein and shown on Exhibit "A."
3. This Easement shall commence upon execution of this Easement and shall continue thereafter for a term of Twenty (20) years from the date of completion of the Recreational Trails Program funded portion of the motocross facility, at which time it will automatically terminate, unless extended in writing by Grantor.
4. The subject property is shown on the first page of Exhibit "A" which is a Map of the Proposed Easement. The Lincoln Sports Foundation property is outlined in orange and the easement area is outlined in blue. The metes and bounds description is on the second page of Exhibit "A" identified as parcel 2.
5. This Easement shall not pass, nor shall the same be construed to pass, to the Grantee any fee simple interest or title to the access area described herein and shown on Exhibit "A."
8. This Easement shall be binding upon the parties hereto, and their respective heirs, successors, and assigns.
9. Grantor shall be solely responsible for payment of any and all taxes and assessments levied against the land described herein and shown on Exhibit "A".
10. Grantor warrants and represents that it has good and sufficient legal title to the real estate described on Exhibit "A." Grantor agrees at any time upon the request of Grantee, to obtain a subordination agreement from any person or entity that has an interest or lien superior to the interest of Grantee.



EXHIBIT "A"



PROJECT NO: 2007-0803  
 DRAWN BY: DAT  
 DATE: 08.28.08

EXHIBIT

OLSSON ASSOCIATES  
 CONSULTING ENGINEERS - SCIENTISTS - SURVEYORS  
 111 N. 10th Street, Suite 200, Minneapolis, MN 55403  
 Tel: 612.338.1100 Fax: 612.338.1101

EXHIBIT  
 1 OF 2

"EXHIBIT A"

LEGAL DESCRIPTION

PARCEL 1

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 49 1.T., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 27, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 49 1.T., THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, SAID LINE ALSO BEING AN EAST LINE OF SAID LOT 49 1.T., ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 26 MINUTES 02 SECONDS WEST, A DISTANCE OF 443.20 FEET, TO AN EAST CORNER OF SAID LOT 49 1.T.; THENCE SOUTH 27 DEGREES 36 MINUTES 04 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 49 1.T., A DISTANCE OF 36.06 FEET, TO AN EAST CORNER OF SAID LOT 49 1.T.; THENCE SOUTH 30 DEGREES 28 MINUTES 08 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 49 1.T., A DISTANCE OF 495.18 FEET, TO AN EAST CORNER OF SAID LOT 49 1.T.; THENCE SOUTH 28 DEGREES 03 MINUTES 08 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 49 1.T., A DISTANCE OF 138.73 FEET, TO AN EAST CORNER OF SAID LOT 49 1.T.; THENCE SOUTH 15 DEGREES 34 MINUTES 23 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 49 1.T., A DISTANCE OF 186.81 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 49 1.T., SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 47 1.T.; THENCE NORTH 88 DEGREES 13 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 49 1.T., SAID LINE BEING THE NORTH LINE OF LOT 47 1.T., A DISTANCE OF 928.32 FEET TO A POINT; THENCE NORTH 21 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 287.01 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 732.39 FEET TO A POINT; THENCE NORTH 89 DEGREES 14 MINUTES 55 SECONDS WEST A DISTANCE OF 33.04 FEET TO A POINT; THENCE NORTH 00 DEGREES 18 MINUTES 13 SECONDS EAST A DISTANCE OF 177.05 FEET TO A POINT; THENCE NORTH 44 DEGREES 22 MINUTES 47 SECONDS WEST A DISTANCE OF 4.21 FEET TO A POINT; THENCE NORTH 01 DEGREES 39 MINUTES 45 SECONDS EAST A DISTANCE OF 13.02 FEET TO THE NORTH LINE OF SAID LOT 49 1.T.; THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 49 1.T., SAID LINE ALSO BEING THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1479.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 35.63 ACRES MORE OR LESS.

LEGAL DESCRIPTION

PARCEL 2

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 47 1.T., LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 47 1.T., SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 49 1.T.; THENCE, SOUTHERLY, ON AN ASSUMED BEARING OF SOUTH 15 DEGREES 17 MINUTES 08 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 47 1.T., A DISTANCE OF 14.18 FEET, TO AN EAST CORNER OF SAID LOT 47 1.T.; THENCE SOUTH 16 DEGREES 07 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 47 1.T., A DISTANCE OF 304.02 FEET, TO AN EAST CORNER OF SAID LOT 47 1.T.; THENCE SOUTH 16 DEGREES 06 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 47 1.T., A DISTANCE OF 146.01 FEET, TO AN EAST CORNER OF SAID LOT 47 1.T.; THENCE SOUTH 17 DEGREES 06 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 47 1.T., A DISTANCE OF 202.71 FEET, TO AN EAST CORNER OF SAID LOT 47 1.T.; THENCE SOUTH 25 DEGREES 36 MINUTES 01 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 47 1.T., A DISTANCE OF 68.77 FEET TO A POINT; THENCE SOUTH 85 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 590.67 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 95 DEGREES 36 MINUTES 08 SECONDS, AN ARC LENGTH OF 208.57 FEET, A CHORD BEARING OF NORTH 46 DEGREES 36 MINUTES 08 SECONDS WEST, AND A CHORD LENGTH OF 185.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 11 MINUTES 55 SECONDS EAST A DISTANCE OF 648.75 FEET TO THE NORTH LINE OF SAID LOT 47 1.T.; THENCE SOUTH 88 DEGREES 13 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 47 1.T., SAID LINE ALSO BEING THE SOUTH LINE OF LOT 49 1.T., A DISTANCE OF 928.32 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 14.10 ACRES MORE OR LESS.

PROJECT NO: 2007-0803  
DRAWN BY: DAT  
DATE: 08/28/08

EXHIBIT

**GLUSON ASSOCIATES**  
PLANNERS - SURVEYORS - ENGINEERS  
1111 N. 10th Street, Suite 200  
Lincoln, NE 68502-3400  
402-441-1111

EXHIBIT  
2 OF 2

COOPERATIVE AGREEMENT

LANCASTER COUNTY CLERK

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered into this ~~29th~~ of ~~September~~, 2006, by and among the ETHEL S. ABBOTT CHARITABLE FOUNDATION, a Nebraska Non-profit Corporation (the "Abbott Foundation"), 1331 Plum Street, Lincoln, NE 68502, the LINCOLN SPORTS FOUNDATION, a Nebraska Non-Profit Corporation ("LSF"), 7600 N 70<sup>th</sup> St., Lincoln, NE 68507, the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (the "District"), 3125 Portia St. PO Box 83581, Lincoln, NE 68501-3581, and the COUNTY OF LANCASTER, NEBRASKA, a political subdivision of the State of Nebraska (the "County"), 555 So. 10<sup>th</sup> St., Lincoln, NE 68508, collectively hereinafter referred to as the "Parties."

WITNESSETH:

RECITALS

A. The Abbott Foundation and LSF own adjoining tracts of land in the vicinity of 7600 N 70<sup>th</sup> St., Lincoln, Nebraska, upon which the LSF desires to construct a motocross facility available to the public (the "Project"). The LSF intends to use the motocross facility for hosting regional competitive events and also to provide regular public use for the operators of both motorcycles and all terrain vehicles ("ATVs").

B. Construction costs for trails for projects such as contemplated by this Agreement, are eligible for federal funding from the Recreational Trail Program ("RTP"). In order to receive RTP funding, an applicant must be a public agency and agree to and comply with (1) certain rules and regulations, (2) specific procedures, and (c) certain design standards.

C. LSF desires to secure RTP funding for the Project.

D. District and County, as public agencies, are eligible to receive RTP funding and desire to be co-applicants for the RTP funds, which are intended to be used for the Project.

E. District and the County have adopted a resolution agreeing to be co-applicants for the RTP funds, a copy of which is attached hereto as Exhibit "A."

F. On September 30, 2005, the District and County submitted an application for RTP funding to the Nebraska Game and Parks Commission (the "Commission"), the agency selected under federal law to administer RTP funds in Nebraska. The application was supplemented on October 21, 2005. On January 27, 2006, the District received notification from the Commission that the application was approved for funding of specific items/activities in the amount of \$255,100. A copy of the approval letter is attached hereto as Exhibit "B." The District received a further notification from the Commission that some additional requirements must be met before the Commission will execute contracts providing for the RTP funds.

G. The Parties desire to enter into this Agreement for the purpose of identifying the financial and administrative arrangements that the Parties will undertake in order to secure the RTP funding and ensure that the Project will be completed.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. **Obligations and Responsibilities of the District.** The District agrees to:

(a) Make its employees available to provide staffing, administration, and technical advice, which include but are not limited to:

(i) Serving as lead sponsor and contact for the RTP funds;

(ii) Administering the plan for the Project; and

(iii) Accepting, holding and administering an easement(s) over the Project property;

(b) Contract for the services of a planning and design consultant with funds provided for by the LSF as set out below;

(c) Develop the scope for the planning, design and construction of the RTP funded phases of the Project, which shall include the following:

(i) Property boundaries of the Project;

(ii) Site topography, wetlands, floodplains, and vegetative cover;

(iii) The site Plan for the Project to include sound and sight berms, stormwater management, screening, planned vegetation, motocross track and appurtenances, parking and drives, support buildings, and phases and costs estimates for implementation.

(iv) Preliminary design and estimates of quantity and cost for motocross track, Phase I drive and parking, site grading, stormwater management, berms and permanent vegetation; and

(v) Final design, plans and specifications and construction services for construction and implementation of RTP funded Project components and other facilities;

(vi) Update the Abbot Sports Complex Master Site Plan to incorporate the Project into the larger facility. (This cost is not eligible for RTP funding.)



(d) Update and revise RTP application for Phase I Project, justification, operational plans, extent of use for competitive events and for open use;

(e) Present, with the cooperation and participation from LSF, the updated materials to RTP staff, Federal Highway Administration (FHWA), and the RTP committee; and

(f) Coordinate permit applications on behalf of the Abbott Foundation and LSF required for the Project, including but not limited to zoning, special use, building, floodplain, 404, and National Pollution Discharge Elimination System (NPDES) permits.

(g) The Parties acknowledge and agree that the District's obligations and responsibilities under this Agreement are limited to providing the above in-kind services, and that the District has no obligation or responsibility for making any cash or other financial contribution to the Project, unless otherwise specifically agreed to in writing by the District.

**2. Obligations and Responsibilities of the County.** The County agrees to:

(a) Serve as RTP funds grant administrator;

(b) Construct the extension of Arbor Road necessary to reach the Project property;

(c) Advertise for bids and award construction contracts for construction upon the approval of plans and specifications by Commission; and

(d) The Parties acknowledge and agree that the County has no obligation and responsibility under this Agreement for making financial contributions to the Project, other than specified above, unless otherwise specifically agreed to in writing by the County.

**3. Obligations and Responsibilities of LSF.** LSF agrees to:

(a) Provide the financial matching funds and eligible in-kind contributions required as a condition for receiving grants of RTP funds;

(b) Provide the financial matching funds and eligible in-kind contributions that may be required for grants of other funds and other funds not eligible for RTP funding or other grants, as needed for the Project;

(c) Grant the District an easement over the Project Property, the term commencing with the execution of this Agreement and running for a period of twenty (20) years ~~after the RTP funded components of the Project are constructed;~~ <sup>by</sup>

(d) Lease from the Abbott Foundation the Project property;

(e) Own, operate and maintain the Project, which includes the responsibility for any repayment of RTP funds or other funds, in the event of any default during the first ten (10) years following the receipt of RTP funds; the LSF expressly agrees to release the County from any financial obligation that may arise under the RTP Agreement as a result of default;

(f) Procure and maintain a policy or policies of insurance (or self-insurance program), <sup>in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for</sup> ~~sufficient in coverage and amount to protect all parties to this Agreement from~~ any liability, claims, judgments, or related expenses that may arise from the operation of the motocross facility;

(g) Provide information needed in order to receive the RTP funds;

(h) Apply for and obtain any permits needed for the Project with the assistance of the Abbott Foundation, the District and the County as stated above;

(i) Provide detailed information on wetland mitigation plan and costs;

(j) Provide the 20% RTP match, with at least 5% direct cash, and 100% of funds for non-RTP funded components. The RTP funds approved for Phase I of the Project total \$255,100.00 which is no more than 80% of the Project cost (\$200,000 in site work and grading, \$35,000 in track construction, and \$20,100 for seeding); and

(k) Deposit with County funds needed for the RTP match or non-grant components of the Project in advance of contracting for consultant's services or construction and subsequent expenditures by County.

4. **Obligations and Responsibilities of the Abbott Foundation.** The Abbott Foundation agrees to:

(a) Grant the District an easement over the Project Property, the term commencing with the execution of this Agreement and running for a period of twenty (20) years ~~after the RTP-funded components of the Project are constructed;~~ <sup>after the RTP-funded</sup> ~~components of the Project are constructed;~~ <sup>components of the Project are constructed;</sup>

(b) Grant the LSF a lease over the Project Property, the term commencing with the execution of this Agreement and running for a period of twenty (20) years ~~after the RTP-funded components of the Project are constructed;~~ <sup>after the RTP-funded</sup> ~~components of the Project are constructed;~~ <sup>components of the Project are constructed;</sup> and

(c) Apply for and obtain any permits needed for the Project, with the assistance of the LSF, the District, and the County.

5. **Obligations and Responsibilities of the Parties.** The parties agree that:

(a) The District and the LSF will cooperate and participate in the development of a recommendation for a set-aside of RTP funds to be available for future phases of eligible Project components and present the same to RTP committee;

(b) The District and the County will consider, approve and sign the RTP Agreement with Commission;

(c) The District and County will, if requested by the LSF, prepare and submit RTP grant applications for subsequent Project phases and components;

(d) The Parties will comply with RTP rules, regulations, and procedures;

(e) The District will consult with LSF during the preparation of the Project Site Plan and the preliminary and final design of each RTP-funded Phase; and

(f) LSF and the District shall each approve the Project Site Plan and the preliminary and final design of each RTP-funded Phase of the Project.

6. **Miscellaneous Provisions.**

(a) Independent Contractor. The parties mutually agree that this agreement shall not create any type of employment relationship between or among the parties, and that the employees of each party shall not be considered employees of any other party for any purpose. Each party shall be responsible for maintaining workers' compensation insurance, unemployment insurance for their employees, and for payment of all federal, state, local and any other payroll taxes with respect to their employees' compensation.

(b) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other parties and their respective officers and employees, from and against all liability, judgments, losses, claims, damages and other expenses, including court-ordered attorneys fees, resulting from or arising out of the acts or omissions of its officers or employees in performance of this agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall provide, at its own expense, a policy or policies of insurance (or a self-insurance program), sufficient in amount and coverage to indemnify itself in the

event it becomes liable for any act or omission of its officers or employees in performance of this agreement.

(c) Non-Discrimination. Each party agrees that in providing services pursuant to this agreement it will not discriminate against any individual in regard to either its employment practices or its provision of services, on the basis of race, color, religion, sex, disability, national origin, age, marital status, or any other basis prohibited by applicable state or federal law.

(d) Waiver. No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(e) Warranty of Execution. Each party represents and warrants to the other parties that the person executing this Agreement on its behalf has the requisite authority to bind such party to this Agreement.

(f) Amendments. Neither this Agreement nor any part hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought.


(g) Notices. Any notice or demand under or required by this Agreement shall be in writing and deemed properly given if sent by certified mail or hand delivered to the address given above. The address may be changed at any time and from time to time by written notice given to either party.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the respective party.

(i) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties have executed this Agreement by separate attachment effective on the date first above written.


ETHEL S. ABBOTT CHARITABLE  
FOUNDATION

BY: 

DEL LIENEMANN (Name)

President (Title)

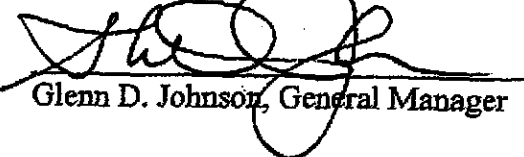
LINCOLN SPORTS FOUNDATION

BY: 

Del Lienemann, JR (Name)

President (Title)

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT

BY:   
Glenn D. Johnson, General Manager

COUNTY OF LANCASTER, NEBRASKA

BY: 

Deb Schorr (Name)

Chair, Lancaster Co. Board (Title)

## ATTACHMENT 2 RESOLUTION

1. The Lower Platte South Natural Resources District ("District") and Lancaster County ("County") are co applicants, on behalf of the Ethel S. Abbott Charitable Foundation ("Foundation"), for federal assistance from the Recreational Trails Program for the purpose of constructing a motocross facility in Lincoln, Nebraska in Lancaster County.
2. The General Manager of the District and the Chair of the Lancaster County Board of Commissioners are authorized to sign the application for federal assistance, and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska or the Federal Highway Administration.
3. The Ethel S. Abbott Charitable Foundation will provide and has on hand the 20% local matching share for the project elements that are identified on the Application form and the Supplemental Documents, and will, as it becomes necessary, allocate the local funds for this project.
4. The County will administer the grant and the District will provide technical assistance in the design, construction, and operation and maintenance of the constructed facilities and property. The District will accept the easement and enter into an agreement with the Ethel S. Abbott Charitable Foundation to ensure that the project is operated and maintained in a safe and attractive manner.
5. The District and County will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act.
6. The District and County will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant application during the performance of the project.
7. The District and County will comply with the Federal disability access and use standards where they can be reasonably applied, in accordance with the Americans with Disabilities Act of 1991.

I certify that this resolution is a true copy of the original document that was adopted by the Lower Platte South Natural Resources District Board of Directors and by the Lancaster County Board of Commissioners at properly advertised and announced public meetings held on the following dates:

LOWER PLATTE SOUTH  
NATURAL RESOURCES DISTRICT

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

DATE: 9/21/05

DATE: \_\_\_\_\_

CHAIR: Elaine F. Hammer

CHAIR: \_\_\_\_\_

WITNESS: Kathy J. Spence

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

APPROVED AS TO FORM  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
GARY E. LACEY  
COUNTY ATTORNEY

ATTACHMENT 2  
RESOLUTION

CLERK

1. The Lower Platte South Natural Resources District ("District") and Lancaster County ("County") are co applicants, on behalf of the Ethel S. Abbott Charitable Foundation ("Foundation"), for federal assistance from the Recreational Trails Program for the purpose of constructing a motocross facility in Lincoln, Nebraska in Lancaster County.
2. The General Manager of the District and the Chair of the Lancaster County Board of Commissioners are authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska or the Federal Highway Administration.
3. The Ethel S. Abbott Charitable Foundation will provide and has on hand the 20% local matching share for the project elements that are identified on the Application form and the Supplemental Documents, and will, as it becomes necessary, allocate the local funds for this project.
4. The County will administer the grant and the District will provide technical assistance in the design, construction, and operation and maintenance of the constructed facilities and property. The District will accept the easement and enter into an agreement with the Ethel S. Abbott Foundation to ensure that the project is operated and maintained in a safe and attractive manner.
5. The District and County will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act.
6. The District and County will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant application during the performance of the project.
7. The District and County will comply with the Federal disability access and use standards where they can be reasonably applied, in accordance with the Americans with Disabilities Act of 1991.



I certify that this resolution is a true copy of the original document that was adopted by the Lower Platte South Natural Resources District Board of Directors and by the Lancaster County Board of Commissioners at properly advertised and announced public meetings held on the following dates:

LOWER PLATTE SOUTH  
NATURAL RESOURCES DISTRICT

LANCASTER COUNTY  
BOARD OF COMMISSIONERS

DATE: \_\_\_\_\_

DATE: September 20, 2005

CHAIR: \_\_\_\_\_

CHAIR: [Signature]

WITNESS: \_\_\_\_\_

ATTEST:

[Signature]  
COUNTY CLERK

APPROVED AS TO FORM  
THIS 20 DAY OF Sept., 2005

[Signature]  
for GARY E. LACEY  
COUNTY ATTORNEY