LEASE

THIS LEASE IS ENTERED INTO between **Terry L. Broadfoot**, a single person, whose mailing address is 716 Second Avenue, Kearney, Nebraska 68845, and telephone number is (308) 236-5301, and **Broadfoot Sand and Gravel, Inc.**, a Nebraska Corporation (hereinafter referred to as the "**Owner**"), and **Platte River Recovery Implementation Foundation, Trustee** (hereinafter referred to as the "**Tenant**").

1. **DESCRIPTION OF PROPERTY.** The **Owner** hereby leases to the **Tenant** real estate owned by **Terry L. Broadfoot** and located in the Northwest Quarter (NW1/4) of Section 14, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska, consisting of approximately fifteen (15) acres, together with an ingress-egress easement on, over and across an existing roadway on real estate owned by **Broadfoot Sand and Gravel, Inc.**, and located in the Northeast Quarter (NE1/4) of Section 14, Township 8 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska, all of which is shown more particularly on the attached Exhibit "A" that is made a part hereof by this reference (hereinafter referred to as "the property").

2. **TERM OF LEASE.** The term of this lease shall be from April 15, 2010 to October 1, 2019; provided, however, at any time during the term of this lease, the **Owner** may terminate this lease upon two (2) months written notice to the **Tenant** along with the repayment to the **Tenant** of that portion of the up front cash rent payment prorated on a monthly basis for remaining term of this lease. Any extension of this lease must be in writing and attached to this lease. Both parties agree that the failure to execute an extension at least two (2) months before the end of the current term shall be constructive notice of the intent to allow this lease to expire.

3. **USE AND OCCUPANCY.** The property herein leased shall be used and occupied by the **Tenant**, and its employees, agents, contractors, invitees, and guests, exclusively for bird nesting studies and to clear vegetation from the peninsula area only. The **Tenant** shall have the right and ability to fence off the neck of the peninsula to prevent predator access with the fence being an electric low wire with solar battery. The **Tenant** may stabilize the peninsula shoreline with approved methods of the MSHA in order to protect individuals and equipment used to remove vegetation and to make the area safe for its intended usage by all parties. Any expense to stabilize banks on the property will be borne by the **Tenant** and all stabilization work will be coordinated with the **Owner**. The **Tenant** covenants and agrees to comply with all statutes, rules, orders, regulations and requirements of federal, state, county, and city government regulating the use by the **Tenant** of the premises and warrants that all of the **Tenant'**s employees, agents, and contractors shall be MSHA trained. Any and all fines, costs and expenses as a result of any work done or not done on the property by the **Tenant** during the term of this lease as required by the MSHA shall be paid by the **Tenant** and the **Tenant** agrees to indemnify and hold harmless the **Owner** against all liability, loss, cost, damage, or expense sustained by the **Owner** related to such fines, costs and expenses.

4. **CASH RENTAL.** Cash rent during the term of this lease shall consist of a onetime up front payment of Thirty-seven Thousand Five Hundred Dollars ($37,500) due and payable on or before July 15, 2010.

5. **TENANT'S AGREEMENTS.** The **Tenant** agrees that:

(a) Removal of Personal Property. Upon termination of this lease or any extension or renewal thereof, the **Tenant** shall have thirty (30) days to remove any and all personal property of the **Tenant**, even though said property may be attached to the realty; provided, the **Tenant** shall repair all damages to the property caused by the installation and removal. Failure or refusal of the **Tenant** to remove any or all of the personal property within such time period shall cause the **Tenant** to forfeit all rights in and to such personal property and such personal property shall become the property of the **Owner**.

(b) Indemnification of Owner. The **Tenant** agrees to indemnify and hold harmless the **Owner** against all liability, loss, cost, damage, or expense sustained by the **Owner** arising out of, directly or indirectly, or due to the **Tenant**'s use of the property or due to any accident or other occurrence causing injury to any person or persons or damage to property resulting from the **Tenant**'s use of the property. The **Tenant** shall keep in force **Tenant**'s own liability insurance policies as will fully protect the **Tenant** and the **Owner** against claims against any and all persons for personal injury, death, or property damage occurring in or about the property.

(j) Delivery of Possession. The **Tenant** agrees to yield possession of the property to the **Owner** and vacate the property at the expiration of the term of this lease without further notice.

6. **OWNER'S AGREEMENTS.** The **Owner** agrees that:

(a) Real Estate Taxes. The **Owner** will pay all real estate taxes on the property.

(b) Sale of Property. If the **Owner** should sell or otherwise transfer the property, the **Owner** will do so subject to the provisions of this lease or by making repayment as provided in paragraph 2 of this lease.

(c) Quiet Enjoyment. The **Owner** warrants that the **Owner** has the right to lease the property, and will defend the **Tenant**'s possession against any and all persons whomsoever.

7. **SUB-LEASE AND ASSIGNMENT.** The **Tenant** shall not sublet nor assign this lease or any portion thereof without the expressed written consent of the **Owner**. Such consent shall be in the absolute discretion of the **Owner**.

8. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is that of landlord and tenant. This lease shall not be deemed to give rise to a partnership relation, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this lease.

9. **REMEDIES ON DEFAULT.** The failure or delay of the **Owner** or the **Tenant** to exercise any of their respective rights or privileges under this provision of the lease, or any other terms of this agreement, shall not be held a waiver of any of the terms, covenants, or conditions of said instrument, nor of any of the respective rights or privileges of either party under the same. Any act of either the **Owner** or the **Tenant** waiving, or which may be held to have waived, any specific default of the other party shall not be construed or held to be a waiver of any future default.

If the **Tenant** fails to perform any term, condition, or covenant of this lease, the **Owner** may terminate this lease by giving written notice of termination to the **Tenant** and may regain possession of the property in the manner then provided by the law of the State of Nebraska. The right to terminate this lease shall be in addition to any other rights or remedies then provided by the law of the State of Nebraska for breach of this lease by the **Tenant**.

10. **BINDING EFFECT.** All provisions of this lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

11. **TIME OF ESSENCE.** Time is of the essence of this lease and in the performance of the terms hereof.

12. **COUNTERPARTS.** This lease may be executed in any one or number of counterparts, each of which shall be deemed an original and which, together, shall constitute one and the same instrument.

13. **COPIES AND/OR FACSIMILES.** A facsimile or photocopy of a properly executed counterpart of this lease shall be as legally binding and valid as the original.

IN WITNESS WHEREOF, the parties have signed this lease on the date(s) hereinafter set forth.

OWNER:

_____

Terry L. Broadfoot
Dated: April ___, 2010

Broadfoot Sand and Gravel, Inc., a Nebraska Corporation

By:_____
Terry L. Broadfoot, President

TENANT:
Platte River Recovery Implementation Foundation, Trustee

By:_____
Diane Wilson, Executive Director
Dated: _____, 2010

Dated: April ___, 2010

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The foregoing instrument was acknowledged before me on April ___, 2010, by **Terry L. Broadfoot**, individually, and as President of **Broadfoot Sand and Gravel, Inc.**, a Nebraska Corporation.

_____
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2010, by **Diane Wilson**, Executive Director of the **Platte River Recovery Implementation Foundation, Trustee**.

_____
Notary Public

15 Acre lease
Ingress and egress points