

RESOLUTION _____

A RESOLUTION APPROVING CONSERVATION EASEMENT FOR THE CENTRAL
PLATTE NATURAL RESOURCES DISTRICT

WHEREAS, CHARLES B. RUZICKA, TRUSTEE OF THE CHARLES B. RUZICKA LIVING TRUST, U/T/A dated November 23, 1993, is the owner of the following described real estate, to-wit:

A tract of land in the East One-Half of Section Thirty (30), Township Nine (9) North, Range Twenty-One (21) West of the 6th P.M., Dawson County, Nebraska, and more particularly described as follows:

Referring to the Northeast Corner of Section Thirty (30), Township Nine (9) North, Range Twenty-One (21) West of the 6th P.M., Dawson County, Nebraska; thence South (assumed bearing), and along the East Line of said Section Thirty (30), a distance of 110.0 feet to the Point of Beginning; thence continue South, and along the East Line of said Section Thirty (30), a distance of 2801.88 feet; thence S 84°41' W, a distance of 2648.22 feet to a point on the West Line of the East Half (E½) of Section Thirty (30); thence North, and along the West Line of the East Half (E½) of said Section Thirty (30), a distance of 3039.15 feet; thence N 89°49'30" E, and 110 feet South of the North line of the Northeast Quarter of said Section Thirty (30), and along the South Right-of-Way Line of State Highway No. 283, a distance of 2636.95 feet to the place of beginning, LESS AND EXCEPT that tract of land conveyed to Dawson County Public Power District by Trustee's Deed dated 12/9/05 and recorded 12/13/05 at Inst. No. 2005-5272.

and

WHEREAS, the Central Platte Natural Resources District is desirous of obtaining a conservation easement from CHARLES B. RUZICKA, TRUSTEE OF THE CHARLES B. RUZICKA LIVING TRUST, U/T/A dated November 23, 1993, on the real estate legally described hereinabove and CHARLES B. RUZICKA, TRUSTEE OF THE CHARLES B. RUZICKA LIVING TRUST, U/T/A dated November 23, 1993 is desirous of selling a conservation easement to the Central Platte Natural Resources District on the real estate legally described hereinabove; and

WHEREAS, Central Platte Natural Resources District and CHARLES B. RUZICKA, TRUSTEE OF THE CHARLES B. RUZICKA LIVING TRUST, U/T/A dated November 23, 1993, have submitted a request to The City of Lexington, Nebraska for the approval of a conservation easement on the real estate legally described hereinabove; and

WHEREAS, pursuant to NEB. REV. STAT. §76-2,112 (2003), on October 9, 2007, the City of Lexington forwarded the easement request to the City of Lexington Planning and Zoning

Commission for their review and recommendations regarding the conformity of the proposed acquisition to comprehensive planning for the area; and

WHEREAS, also pursuant to NEB. REV. STAT. §76-2,112 (2003) on November ____, 2007, the City of Lexington Planning and Zoning Commission recommended approval of the easement at their regularly scheduled meeting; and

NOW, BE IT RESOLVED by the City of Lexington that the designated conservation easement on the real estate legally described hereinabove and more specifically set forth in the Deed of Conservation Easement attached hereto as Exhibit "A" and incorporated herein by this reference, should be, and hereby is, approved.

Resolution moved by Council Member _____

Seconded by Council Member _____

Vote:

Mayor Fagot:	For ____; Against ____; Abstained ____; Not Present ____
Council Member Tomasek:	For ____; Against ____; Abstained ____; Not Present ____
Council Member Bennett:	For ____; Against ____; Abstained ____; Not Present ____
Council Member Miller:	For ____; Against ____; Abstained ____; Not Present ____
Council Member Salem:	For ____; Against ____; Abstained ____; Not Present ____

PASSED AND ADOPTED this ____ day of November, 2007.

CITY OF LEXINGTON

John Fagot, Mayor

Pam Berke, Deputy City Clerk

1754-39/186990

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement ("Conservation Easement") made this ____ day of September, 2007, by and between CHARLES B. RUZICKA, TRUSTEE OF THE CHARLES B. RUZICKA LIVING TRUST, U/T/A dated November 23, 1993 ("Grantor") and the Central Platte Natural Resources District, a political subdivision of the State of Nebraska, ("Grantee" or "District").

WHEREAS, the Central Platte Natural Resources District is a political subdivision of the State of Nebraska and is authorized by the State of Nebraska to acquire and dispose of water and water rights and regulate ground water within management areas; and

WHEREAS, the District has established a management area pursuant to the Nebraska Ground Water Management and Protection Act; and

WHEREAS, the Grantor is the owner of real estate located within the geographic area included within the management area; and

WHEREAS, the Grantor and Grantee jointly recognize the necessity of conserving and managing the ground water within the geographic area covered by the management plan; and

WHEREAS, all requirements imposed pursuant to the Nebraska Conservation and Preservation Easements Act, NEB. REV. STAT. §§76-2,111 through 76-2,118 (Reissue 2003) have been complied with in that the local planning commission, if applicable, and the appropriate governing body have approved of this Deed of Conservation Easement as evidenced by the attached Resolution, marked as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in receipt of the payment of valuable consideration to the Grantor by the Grantee, and the United States Department of Agriculture, Natural Resources Conservation Service, receipt of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. The Grantor hereby assigns, transfers and grants to the Grantee a Conservation Easement enforceable with respect to the property (the Property) of the Grantor described as follows:

EXHIBIT "A"

A tract of land in the East One-Half of Section Thirty (30), Township Nine (9) North, Range Twenty-One (21) West of the 6th P.M., Dawson County, Nebraska, and more particularly described as follows:

Referring to the Northeast Corner of Section Thirty (30), Township Nine (9) North, Range Twenty-One (21) West of the 6th P.M., Dawson County, Nebraska; thence South (assumed bearing), and along the East Line of said Section Thirty (30), a distance of 110.0 feet to the Point of Beginning; thence continue South, and along the East Line of said Section Thirty (30), a distance of 2801.88 feet; thence S 84°41' W, a distance of 2648.22 feet to a point on the West Line of the East Half (E½) of Section Thirty (30); thence North, and along the West Line of the East Half (E½) of said Section Thirty (30), a distance of 3039.15 feet; thence N 89°49'30" E, and 110 feet South of the North line of the Northeast Quarter of said Section Thirty (30), and along the South Right-of-Way Line of State Highway No. 283, a distance of 2636.95 feet to the place of beginning, LESS AND EXCEPT that tract of land conveyed to Dawson County Public Power District by Trustee's Deed dated 12/9/05 and recorded 12/13/05 at Inst. No. 2005-5272.

2. The terms, conditions and restrictions of the Conservation Easement are as follows:
 - a. As used in this Conservation Easement, the term "water well" shall mean any water well as that term is defined in Nebraska statutes.
 - b. No water well capable of pumping more than 50 gallons per minute may exist or be constructed on the Property. Any water well that exists on the Property on the date of this Conservation Easement and that is capable of pumping more than 50 gallons per minute shall be decommissioned in accordance with all applicable statutes, rules and regulations or permanently reduced in capacity so that it is incapable of pumping more than 50 gallons per minute. Except that any irrigation well existing on the Property on the date of this Conservation Easement that was previously used to irrigate other land in addition to the Property may continue to be used to irrigate the other land. Only land previously certified by the District for irrigation by that well may be irrigated. No additional land may ever be irrigated with the well. The pipes, pivot, and any and all other equipment formerly used to irrigate the Property must be permanently removed, detached, or otherwise disabled to the satisfaction of the District.
 - c. Water wells capable of pumping 50 gallons per minute or less individually but in excess of 50 gallons per minute collectively may not be clustered or joined nor may the water from such wells be commingled or in any other way combined unless the wells are used as described in Paragraph 2.b. above.

- d. Water wells capable of pumping 50 gallons per minute or less may be used to provide water on the Property for (1) household and other domestic uses, or (2) watering range livestock.
- e. No use of the water from a natural stream, regardless of whether or not a permit for such use is required from the Nebraska Department of Natural Resources or any successor agency, shall be made on the Property except for providing water for range livestock on the Property.
- f. No water from any water well not located on the Property shall be used on the Property except for (1) household and other domestic uses, or (2) watering range livestock.
- g. The Property must remain in dryland agricultural production unless prior written approval is granted by the District to alter this prohibition. No crops, hay, grass or other plants that could be subirrigated shall be grown on Property. Only those items listed on Attachment "B" may be grown on the property unless prior written approval is granted by the District.
- h. No use shall be made of the Property which will consume groundwater, including, but not limited to, the following:
 - (1) No pits or other excavated areas that would expose or consume ground water shall be allowed;
 - (2) No mining, sand or gravel operations shall be allowed;
 - (3) No industrial, commercial, agricultural or residential development shall occur on the Property unless prior written approval is granted by the District.

3. This Conservation Easement shall be perpetual. It is appurtenant and runs with the land as an incorporeal interest in the Property and shall be enforceable against any owner or other person having any interest in the above described property including the Grantor, all persons or entities holding any interest acquired through the Grantor and all Grantor's heirs, successors, assigns and personal representatives.

4. It is the Grantor's intent, through this Deed of Conservation Easement, to permanently transfer and surrender any rights that they or their successors, heirs, assigns or personal representatives may have to irrigate or subirrigate the above-described property and to permanently prevent the development and use of any ground water for any uses on the Property or off except those specifically permitted by Paragraph 2 above. The fact that the well or wells on the Property have been decommissioned, reduced in pumping capacity to 50 gallons per minute or less, or are no longer used to irrigate the Property cannot be used to supply an offset to allow irrigation of any other land or any other water use or to justify construction of a new water well as a replacement.

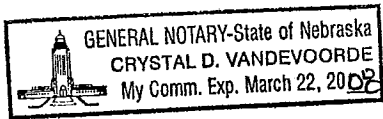
5. Upon any breach of the terms of this Conservation Easement by the Grantor, the Grantee may, after reasonable notice to the Grantor, institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory. The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. If the Grantor is found to have breached any of the terms of this Conservation Easement, the Grantor shall reimburse the Grantee for any costs or expenses incurred by the Grantee, including court costs and reasonable attorney's fees to the extent permitted by applicable law. No failure on the part of the Grantee to enforce any term of this Conservation Easement shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

6. The Grantee, acting by and through their respective employees and agents, have the right to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the terms of this Conservation Easement.

Charles B. Ruzicka Trust
Charles B. Ruzicka, Trustee of the Charles B. Ruzicka Living Trust, U/T/A dated November 23, 1993

STATE OF NEBRASKA)
) ss:
COUNTY OF Saunder

The foregoing Deed of Conservation Easement was acknowledged before me this 5th day of ~~September~~ October, 2007 by Charles B. Ruzicka, Trustee of the Charles B. Ruzicka Living Trust, U/T/A dated November 23, 1993 known to me personally or produced satisfactory evidence of identification to me.



Crystal D. Vandenoort
Notary Public

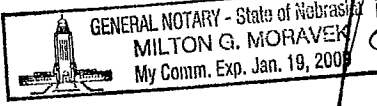
My commission expires: 3/22/08

Accepted for the
Central Platte Natural Resources District

By *Ronald G. Bishop*
Ronald G. Bishop, General Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing Deed of Conservation Easement was acknowledged before me this _____ day of 23rd Oct., 2007 by Ronald G. Bishop, General Manager of Central Platte Natural Resources District, on behalf of said Natural Resources District, a political subdivision of the State of Nebraska known to me personally or produced satisfactory evidence of identification to me.


Milton G. Moravec
Notary Public

My commission expires: 1-19-09

EXHIBIT "A"

To be attached upon receipt.

EXHIBIT "B"

Crops that may be grown on the Property as indicated by Paragraph 2.g.

Dryland corn
Dryland soybeans
Dryland milo
Dryland wheat
Dryland oats
Dryland barley
Dryland brome grass

Conservation Easement Area

