

**LEININGER, SMITH, JOHNSON, BAACK,
PLACZEK & ALLEN**

ATTORNEYS AT LAW

ESTABLISHED IN 1929

104 N. WHEELER STREET
P.O. BOX 790
GRAND ISLAND, NE 68802
(308) 382-1930

FAX # (308) 382-5521
www.gilawfirm.com

OFFICE AT SUPERIOR:

145 EAST 4TH STREET
P.O. BOX 186
SUPERIOR, NE 68978
(402) 879-3251

A.J. LUEBS (1903-1996)

D. STEVEN LEININGER
BRUCE I. SMITH
MICHAEL L. JOHNSON
AREND R. BAACK
DANIEL M. PLACZEK
CATHLEEN H. ALLEN
BRANDON S. CONNICK
SONYA K. KOPERSKI
TANYA J. HANSEN
TIMOTHY G. HRUZA

May 22, 2013

Via email: pberke@cityoflex.com

Pamela Berke
City of Lexington
406 E. 7th Street
P.O. Box 70
Lexington, NE 68850-0070

Re: Deed of Conservation Easement between Central Platte Natural Resource District as
Grantee and Rod Reynolds et al., as Grantors

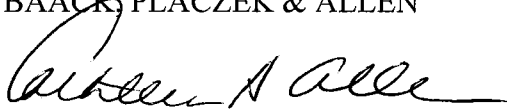
Dear Pam:

Attached please find the Resolution in regard to the above-referenced easement for the City Council Meeting on May 28, 2013. Please have the Resolution signed by you, Mayor John Fagot, and the council members, and return the fully executed original of the Resolution to me for recording with the Dawson County Register of Deeds when we are ready to close this transaction.

If you have any questions regarding the same, please do not hesitate to contact me.

Very truly yours,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



CATHLEEN H. ALLEN
CHA/dlh/encls.

cc: Mr. Ronald Bishop (w/encls.)
Central Platte (Attn: Angela) (w/encls.)

1754-39/432675

RESOLUTION _____

Return to: Cathleen H. Allen
P.O. Box 790
Grand Island, NE 68802-0790
Resolution

A RESOLUTION APPROVING THE RELEASE OF A CONSERVATION EASEMENT BY CENTRAL PLATTE NATURAL RESOURCES DISTRICT AND APPROVING A CONSERVATION EASEMENT FOR THE CENTRAL PLATTE NATURAL RESOURCES DISTRICT

WHEREAS, JOHN R. SNIDER, a single person; REGINA HOWARD and CRAIG HOWARD, wife and husband; LARRY SNIDER and LISA SNIDER, husband and wife; and STACEY LYNN SNIDER-SIMON and BRIAN SNIDER-SIMON, wife and husband (hereinafter referred to as "Tract 1 Owners") are the owners of the following-described real estate, to-wit:

All that portion of Government Lots Two (2) and Three (3) of Section Twenty-nine (29), Township Nine (9) North, Range Twenty-one (21) West of the 6th P.M. in Dawson County, Nebraska, described more particularly as follows:
Commencing at the Northwest corner of Lot Two (2); thence East along the North line of Lots Two (2) and Three (3) to the Northeast corner of Lot Three (3); thence South along the East line of Lot Three (3), a distance of approximately One Thousand Three Hundred Seventy feet (1370.0') to an established fence line; thence West, a distance of approximately One Thousand One Hundred feet (1100.0') to a point where the fence line makes a right angle to the North; thence North along said fence line, a distance of approximately Sixty-five feet (65.0') to a point where the fence line makes a right angle to the West; thence West along said fence line, a distance of approximately Eight Hundred Ninety feet (890.0') to a point where the fence line makes a right angle to the South; thence South along said fence line, a distance of approximately Sixty-five feet (65.0') to a point where the fence line makes a right angle to the West; thence West along said

fence line to a point on the West line of Government Lot Two (2); thence North along the West line of Government Lot Two (2) to the place of beginning.

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and Lot One (1) of Section Twenty-Nine (29), Township Nine (9) North, Range Twenty-One (21) West of the 6th P.M., Dawson County, Nebraska, EXCEPT part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-Nine (29), Township Nine (9) North, Range Twenty-One (21) West of the 6th P.M., more particularly described as follows: Commencing at a point on the West line of said Section Twenty-Nine (29), 281 feet South of the Northwest Corner of said Section as a place of beginning; Thence East at right angles 267 feet; Thence South at right angles for a distance of 200 feet; Thence West at right angles for a distance of 267 feet to the West line of said Section Twenty-Nine (29); Thence North on the West line of said Section Twenty-Nine (29) for a distance of 200 feet to the place of beginning; and EXCEPT a tract conveyed to the State of Nebraska by instrument recorded at Book 107, Page 397 of the Deed Records of Dawson County, Nebraska.

A tract of land located in the Northwest Quarter of Section 29, Township 9 North, Range 21 West of the Sixth Principal Meridian, Dawson County, Nebraska, described as follows: Referring to the Northwest Corner of said Quarter Section; thence easterly a distance of 13.46 feet along the North Line of said Quarter Section to the point of beginning; thence easterly deflecting 000 degrees, 00 minutes, 00 seconds a distance of 215.59 feet along said line; thence westerly on a 1220.92 foot radius curve to the right, deflection to the initial tangent being 159 degrees, 48 minutes, 47 seconds right, a distance of 213.56 feet, subtending a central angle of 010 degrees, 01 minutes 19 seconds; thence northerly deflecting 090 degrees, 16 minutes, 13 seconds, right, a distance of 56.68 feet to the point of beginning containing 0.15 acres, more or less.

WHEREAS, ROD REYNOLDS and SUSAN REYNOLDS, husband and wife; LARRY REYNOLDS and JEANNE REYNOLDS, husband and wife; JOHN R. SNIDER, a single person, SHANNON KELLER and DAN KELLER, wife and husband; BRIAN BLAKE REYNOLDS, a single person; CARRIE BETH REYNOLDS, a single person; RYAN BATES REYNOLDS, a single person; and LARRY REYNOLDS AND ROD REYNOLDS, Special Conservators of the Unborn Child or Children of Larry Reynolds and Rod Reynolds and the Child or Children of the Children of Larry Reynolds and Rod Reynolds (hereinafter referred to as "TRACT 2 OWNERS") are the owners of certain real estate adjoining the real estate owned by TRACT 1 OWNERS and legally described as follows, to-wit:

Government Lots Four (4) and Five (5) in Section Twenty-Nine (29),
Township Nine (9) North, Range Twenty-One (21) West of the Sixth P.M.,
Dawson County, Nebraska

WHEREAS, a Deed of Conservation Easement restricting the Tract 1 Owners from irrigating the aforereferenced real estate with groundwater has been entered into between the

Tract 1 Owners, or their predecessors in interest and the Central Platte Natural Resources District, which Deed of Conservation Easement was previously approved by the City of Lexington, Nebraska on December 14, 2010 as indicated by Resolution 2010-30 which was recorded with the Register of Deeds of Dawson County, Nebraska on January 5, 2011 as Instrument No. 2011-0053. The Deed of Conservation Easement was recorded with the Register of Deeds of Dawson County, Nebraska on January 5, 2011 as Instrument No. 2011-0052.

WHEREAS, Tract 2 Owners now wish to increase the efficiency of the irrigation of the aforementioned real estate by constructing and operating a center pivot on the same, which center pivot will cross over a portion of the tract owned by Tract 1 Owners and which portion of land is burdened by the aforescribed Conservation Easement. The legal description of the real estate owned by Tract 1 Owners that will be utilized by Tract 2 Owners for the operation of this center pivot is as follows, to-wit:

A tract of land in Section Twenty-Nine (29), Township Nine (9) North, Range Twenty-One (21) West of the Sixth Principal Meridian, Dawson County, Nebraska, more particularly described as follows:

Referring to the Northwest corner of said Section 29; thence N89°54'49"E (an assumed bearing and all bearings shown herein being relative thereto) on the north line of said Section a distance of 1766.44 feet; thence S64°25'21"E on the north line of Government Lot 1 of said Section a distance of 919.5 feet to the Northeast corner of said lot; thence S 00°24'08" E on the east line of said Lot a distance of 101.38 feet to the point of beginning; thence continuing S 00°24'08"E on the East line of Government Lots 1 and 3 of said Section a distance of 1717.46 feet; thence northwesterly on a non-tangent curve to the right with a radius of 1670.00 feet (chord bears N 08°56'45"W with a length of 1887.22 feet) an arc distance of 2005.59 feet; thence S 62°34'46"E a distance of 317.41 feet to the place of beginning, said tract containing 14.10 acres, more or less.

hereinafter referred to as Tract 1.

WHEREAS, Tract 1 Owners are in agreement with allowing the center pivot Tract 2 Owners wish to install on their real estate to cross over the land referred to hereinabove if the restrictions of irrigating that portion of the real estate are removed and if the aforescribed conservation easement on that portion of the real estate is released.

WHEREAS, the Central Platte Natural Resources District is willing to remove the restrictions on irrigating a portion of the aforescribed real estate and referred to herein as Tract 1 in exchange for the transfer of the restrictions of the aforesaid Conservation Easement to the approximate 18.94 acre tract owned by the Owners of Tract 2 and legally described as follows, to-wit:

A tract of land in Section Twenty-Nine (29), Township Nine (9) North, Range Twenty-One (21) West of the Sixth Principal Meridian, Dawson County, Nebraska, more particularly described as follows:

Beginning at the East Quarter (E¼) Corner of said Section Twenty-Nine (29); thence N00°12'11"E (an assumed bearing and all bearings shown herein being relative thereto) on the East line of said Section a distance of 656.96 feet; thence Southwesterly on a non tangent curve to the right with a radius of 1670.00 feet (chord bears S64°59'26"W with a length of 1844.57 feet) an arc distance of 1954.17 feet; thence S65°15'17"E a distance of 939.23 feet; thence S84°58'43"E a distance of 368.89 feet; thence S85°11'06"E a distance of 457.18 feet to the East line of said Section; thence N00°12'11"W along said East line a distance of 586.68 feet to the place of beginning, said tract containing 18.94 acres, more or less,

hereinafter referred to as Tract 2.

WHEREAS, pursuant to NEB. REV. STAT. §76-2,113 (2009), the City of Lexington must approve the release of the conservation easement on Tract 1;

WHEREAS, pursuant to NEB. REV. STAT. §76-2,112 (2009), on May 14, 2013, the City of Lexington forwarded the easement request for the new area to be burdened by a conservation easement referred to herein as Tract 2 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 (2009) on May 15, 2013, the City of Lexington Planning and Zoning Commission recommended approval of the new easement on Tract 2 at their regularly scheduled meeting; and

NOW, BE IT RESOLVED by the City of Lexington that the release of the conservation easement on Tract 1 legally described hereinabove and the designated conservation easement on Tract 2 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 are, approved.

Resolution moved by Council Member _____

Seconded by Council Member _____

Vote:

Mayor Fagot:	For _____; Against _____; Abstained _____; Not Present _____
Council Member Miller:	For _____; Against _____; Abstained _____; Not Present _____
Council Member Roberts:	For _____; Against _____; Abstained _____; Not Present _____
Council Member Salem:	For _____; Against _____; Abstained _____; Not Present _____
Council Member Vivas:	For _____; Against _____; Abstained _____; Not Present _____

PASSED AND ADOPTED this ____ day of _____, 2013.

CITY OF LEXINGTON

John Fagot, Mayor

Pam Berke, City Clerk

1754-66/425534

DEED OF CONSERVATION EASEMENT

Return to: Cathleen H. Allen
P.O. Box 790
Grand Island, NE 68802-0790
Deed of Conservation Easement

This Deed of Conservation Easement ("Conservation Easement") made this ____ day of _____, 2013, by and between ROD REYNOLDS and SUSAN REYNOLDS, Husband and Wife, LARRY REYNOLDS and JEANNE REYNOLDS, husband and wife, JOHN R. SNIDER, a single person, SHANNON KELLER and DAN KELLER, wife and husband, BRIAN BLAKE REYNOLDS, a single person, CARRIE BETH REYNOLDS, a single person, RYAN BATES REYNOLDS, a single person and LARRY REYNOLDS and ROD REYNOLDS, Special Conservators of the Unborn Child or Children of LARRY REYNOLDS and ROD REYNOLDS and the child or children of the children of LARRY REYNOLDS and ROD REYNOLDS ("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 2009) 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.

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, the 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:

A tract of land in Section Twenty-Nine (29), Township Nine (9) North, Range Twenty-One (21) West of the Sixth Principal Meridian, Dawson County, Nebraska, more particularly described as follows:

Beginning at the East Quarter (E $\frac{1}{4}$) Corner of said Section Twenty-Nine (29); thence N00°12'11"E (an assumed bearing and all bearings shown herein being relative thereto) on the East line of said Section a distance of 656.96 feet; thence Southwesterly on a non tangent curve to the right with a radius of 1670.00 feet (chord bears S64°59'26"W with a length of 1844.57 feet) an arc distance of 1954.17 feet; thence S65°15'17"E a distance of 939.23 feet; thence S84°58'43"E a distance of 368.89 feet; thence S85°11'06"E a distance of 457.18 feet to the East line of said Section; thence N00°12'11"W along said East line a distance of 568.68 feet to the place of beginning, said tract containing 18.94 acres, more or less.

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 requirement. Approval considerations will be based upon the consumptive use of the new land use. An exception is that a single residential unit development is allowed without further approval. No crops, hay, grass or other plants that could be subirrigated shall be grown on Property. Only those items listed on Exhibit "1" 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) Pits or other excavated areas that would expose, drain, tile or consume ground water;
 - (2) Mining, sand or gravel operations;
 - (3) Industrial, commercial, agricultural or multi-unit 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.

7. The Grantor and the Grantee agree that the State of Nebraska, which may provide necessary funding for acquisition of this Conservation Easement, shall, if such funding is provided, be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the State of Nebraska, acting by and through the Department of Natural Resources and the Office of the Attorney General, shall have the right to enforce all of the terms of this Conservation Easement, against both the Grantee and the Grantor. In addition, this Conservation Easement may only be amended by a written document that is executed by the Grantor and the Grantee, approved by the Department of Natural Resources and recorded among the land records of the appropriate jurisdiction for the Property. Proof of the Department of Natural Resources' approval shall accompany or be attached to said document.

8. If at any time the Grantee intends to acquire the fee simple interest of the Property encumbered by this Conservation Easement, prior to any such conveyance of the fee simple interest, the Grantee shall assign its interest in this Conservation Easement to the Nebraska Game and Parks Commission or its successor state agency.

9. No transfers by sale, gift, exchange, or distributions as a result of death or otherwise, of the real estate described hereinabove may be made without prior notification to the Grantee, which notification shall include the name, address and telephone number of the person, persons, entity or entities, to whom said real estate is to be transferred.

Rod Reynolds

Susan Reynolds

Larry Reynolds

Jeanne Reynolds

John R. Snider

Shannon Keller

Dan Keller

Brian Blake Reynolds

Carrie Beth Reynolds

Ryan Bates Reynolds

Larry Reynolds, Special Conservator of the
Unborn Child or Children of Larry Reynolds
and Rod Reynolds and the Child or Children
of the Children of Larry Reynolds and
Rod Reynolds

Rod Reynolds, Special Conservator of the
Unborn Child or Children of Larry Reynolds
and Rod Reynolds and the Child or Children
of the Children of Larry Reynolds and
Rod Reynolds

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

 The foregoing Deed of Conservation Easement was acknowledged before me on
_____, 2013 by Rod Reynolds and Susan Reynolds, husband and wife.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

 The foregoing Deed of Conservation Easement was acknowledged before me on
_____, 2013 by Larry Reynolds and Jeanne Reynolds, husband and wife.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

 The foregoing Deed of Conservation Easement was acknowledged before me on
_____, 2013 by John R. Snider, a single person.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2013 by Shannon Keller and Dan Keller, wife and husband.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2013 by Brian Blake Reynolds, a single person.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2013 by Carrie Beth Reynolds, a single person.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2013 by Ryan Bates Reynolds, a single person.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2013 by Larry Reynolds, Special Conservator of the Unborn Child or Children of Larry Reynolds and Rod Reynolds and the Child or Children of the Children of Larry Reynolds and Rod Reynolds.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2013 by Rod Reynolds, Special Conservator of the Unborn Child or Children of Larry Reynolds and Rod Reynolds and the Child or Children of the Children of Larry Reynolds and Rod Reynolds.

Notary Public

My commission expires: _____

Accepted for the
Central Platte Natural Resources District

By _____
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 _____, 2013 by Ronald G. Bishop, General Manager of Central Platte Natural Resources District, a political subdivision of the State of Nebraska, on behalf of said Natural Resources District and known to me personally or produced satisfactory evidence of identification to me.

Notary Public

My commission expires: _____

EXHIBIT "1"

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
Forage sorghum
Little bluestem
Sideoats grama
Canada wildrye
Needle-and-thread
Blue grama
Hairy grama
Buffalograss
Sand dropseed
Indiangrass
Prairie junegrass
Porcupine grass
Sand lovegrass
Inland saltgrass
Thickspike wheatgrass
Prairie dropseed
Tall dropseed
Scribners panicum
Prairie sandreed

1754-66/424865