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PLACZEK & ALLEN**

ATTORNEYS AT LAW

ESTABLISHED IN 1929

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BENJAMIN D. GOETHEL

JAMES A. BELTZER
SPECIAL COUNSEL

November 1, 2010

Sent via regular mail and email to jpepp@cityoflex.com

Mr. Joe Pepplictsch
City Manager
406 E. 7th Street
Lexington, NE 68850

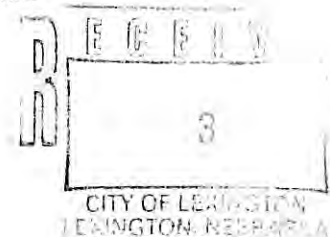
Re: Deed of Conservation Easement between Central Platte Natural Resources District and John R. Snider

Deed of Conservation Easement between Central Platte Natural Resources District and John M. Ford

Dear Mr. Pepplictsch:

Enclosed please find a copy of the above-referenced Deeds of Conservation Easement which we have previously discussed.

As you are aware, NEB. REV. STAT. §76-2,112(3) provides that in order to minimize conflicts with land-use planning, all conservation easements have to be approved by the appropriate governing body, either the city or village if the property lies partially or entirely within the boundaries or zoning jurisdiction of a city or village; or the county, if the property lies entirely outside the boundaries and zoning jurisdiction of any city or village. In addition, the appropriate governing body shall first refer the proposed easement to and receive comments from the local planning commission with jurisdiction over the property. The local planning commission has 60 days to provide comments regarding the conformity of the proposed acquisition to comprehensive planning for the area. If comments are not received within this 60 day period, this easement will be deemed approved by the local planning commission.



Mr. Joe Pepplichtsch
November 1, 2010
Page 2

It is my understanding that the real estate described on the enclosed Deeds of Conservation Easement lie within the zoning jurisdiction of the City of Lexington. Accordingly, please place these matters on the agenda for the City Council meeting scheduled for November 9, 2010. It is my understanding that at this meeting the Deeds of Conservation Easement will be referred to the City Planning and Zoning Commission for review and comments. It is my further understanding that the City Planning and Zoning Commission's next meeting is December 1, 2010. We are hopeful that the Planning and Zoning Commission will then be able to forward their comments and recommendations regarding these Easements to the City Council in order to be voted on at the City Council meeting on December 14, 2010. Since these easements are similar to easements we have utilized in the past, we will not have a representative from the Central Platte Natural Resources District attend any of these meetings unless you feel that it would be helpful.

Also enclosed please find copies of the aerial photo and zoning jurisdiction map for each easement showing the area of the proposed easement.

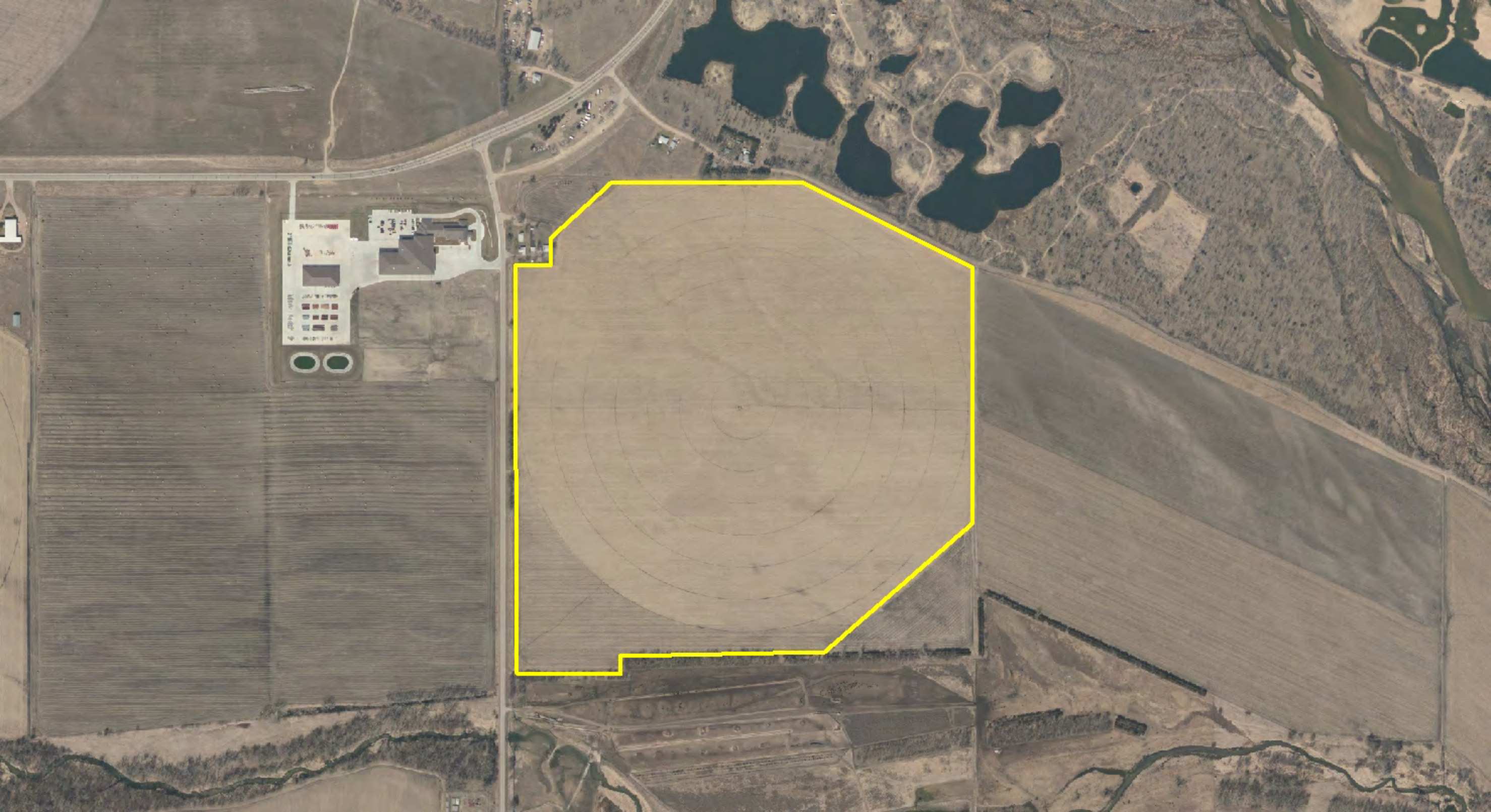
I appreciate all of your help and I look forward to working with you on these matters.

Very truly yours,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN

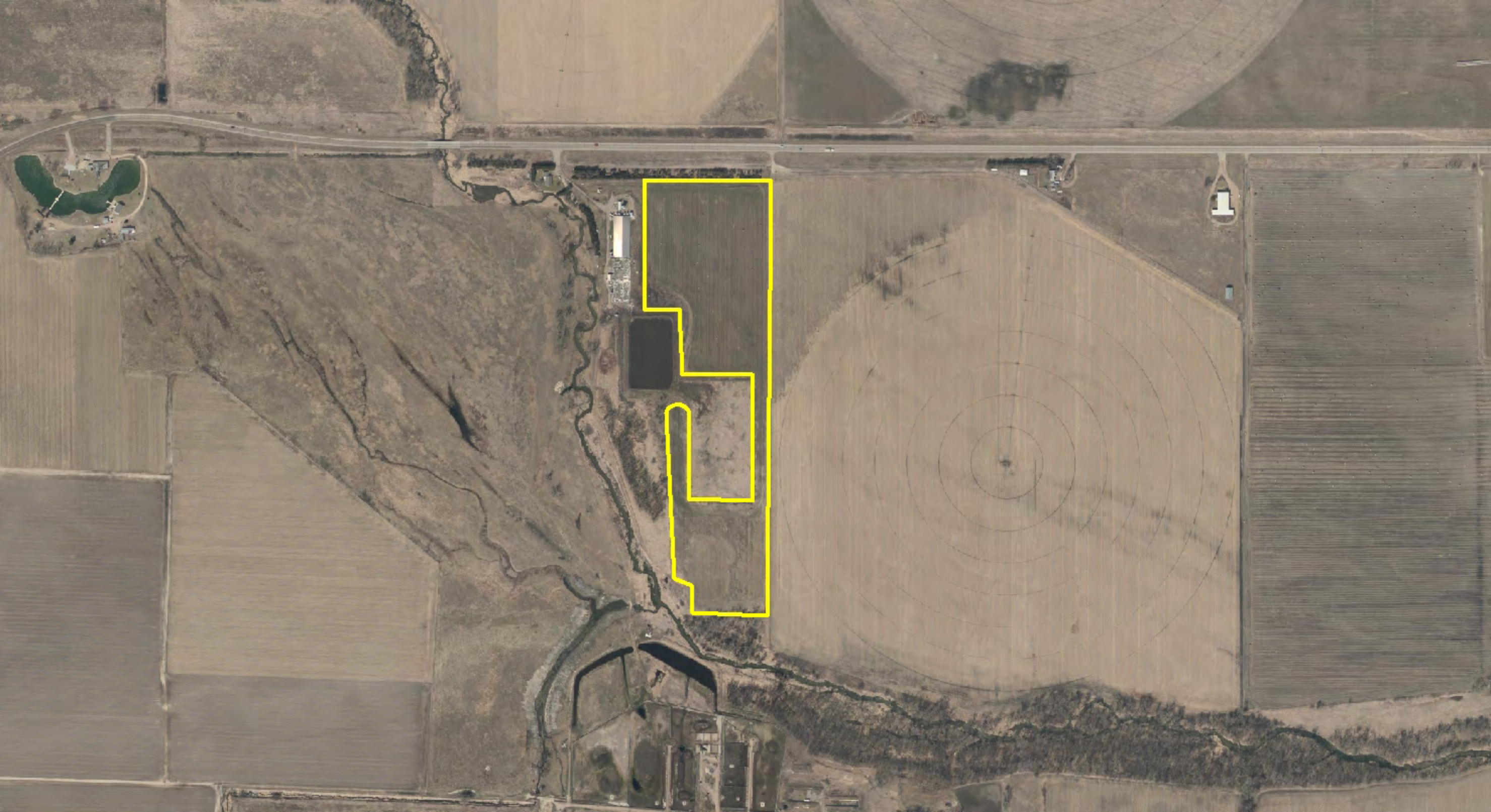


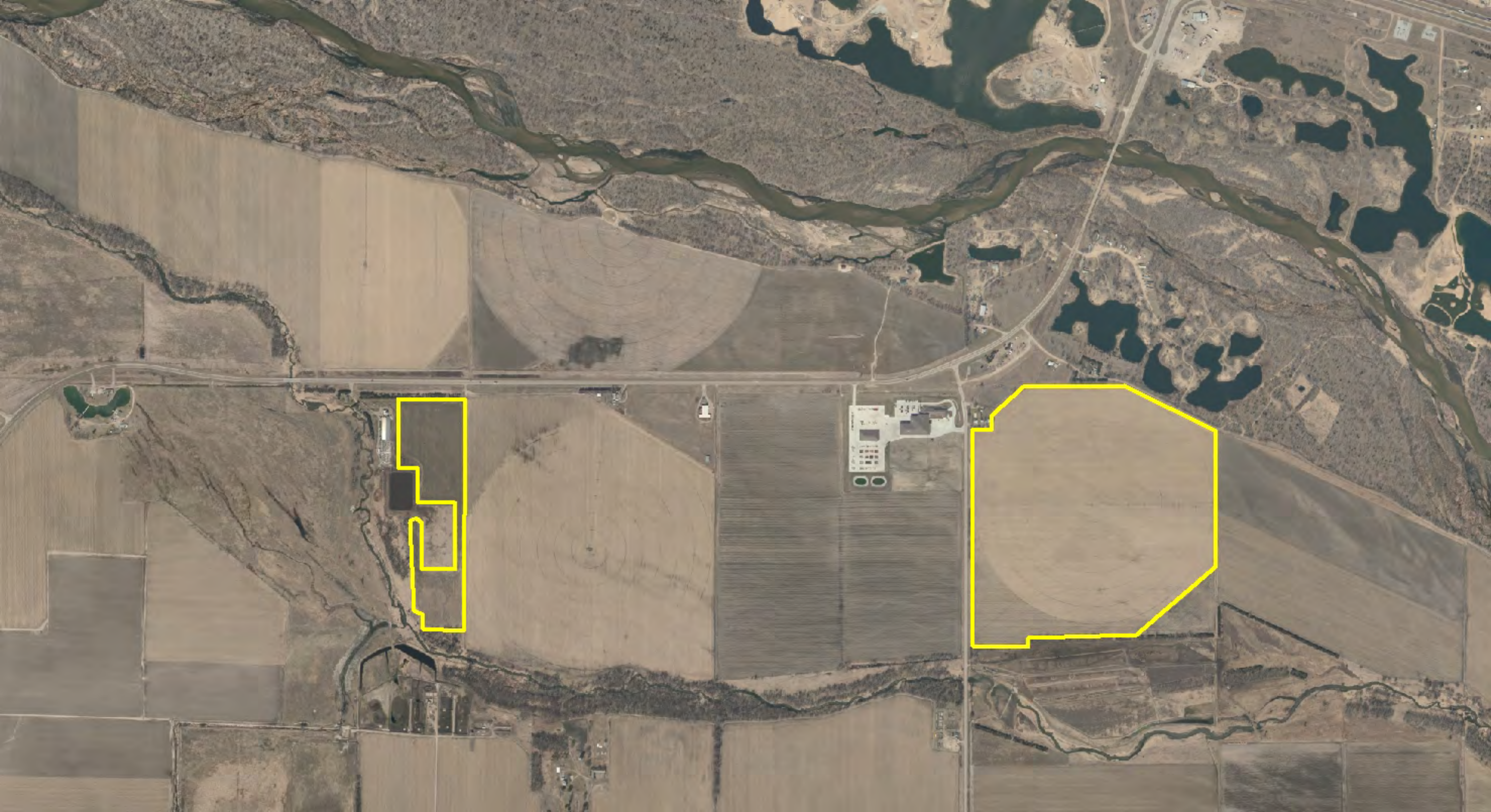
CATHLEEN H. ALLEN
CHA/dlh/encls.



Legend

Scale	0 100 200 300 400 500
Color	Red, Yellow, Green, Blue, Purple, Orange, Brown, Grey, White, Black
Symbol	Circle, Square, Triangle, Diamond, Star, Cross, Line, Dashed Line, Dotted Line





DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement ("Conservation Easement") made this ____ day of _____, 2010, by and between JOHN R. SNIDER, a single person, and JOHN R. SNIDER, PERSONAL REPRESENTATIVE OF THE ESTATE OF LINDA SNIDER ("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:

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.

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.

John R. Snider

ESTATE OF LINDA SNIDER,
Tax Identification # _____

By _____
John R. Snider, Personal Representative

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2010 by John R. Snider, individually, and as Personal Representative of the Estate of Linda Snider.

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 _____, 2010 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

1754-39/327304

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement ("Conservation Easement") made this ____ day of December, 2010, by and between JOHN M. FORD and JEAN FORD, husband and wife ("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 part of the East Half (E½) of Section Twenty-Five (25), in Township Nine (9) North, Range Twenty-Two (22) West of the 6th P.M., in Dawson County, Nebraska, described as follows, to wit: Commencing at a point on the North section line of said Section Twenty-Five (25), 749.5 feet East of the Northwest corner of the Northeast Quarter (NE¼) of said Section (also described as the

quarter corner of the North line of said Section, a distance of 1,877.0 feet to the Northeast (NE) corner of said Section Twenty-Five (25); Thence South Zero degrees Seventeen minutes East (S 0°17'E), a distance of 2,815.5 feet along the East line of said Section; Thence North Seventy-Six degrees Forty-Two and one-half minutes West (N76°42½'W), a distance of 710.5 feet; Thence North Four degrees Two-Hundredths minute West (N4°.02'W), a distance of 514.4 feet; Thence North Eighteen degrees Fifty-Six minutes West (N18°56'W), a distance of 769.7 feet; Thence North Three degrees One-Hundredths minute East (N3°.01'E), a distance of 549.5 feet; Thence North Seven degrees Thirty-Three minutes West (N7°33'W), a distance of 230.6 feet; Thence North Thirteen degrees Twenty-Four minutes West (N13°24'W), a distance of 257.0 feet; Thence North Twenty-Nine degrees Fifty-Seven minutes West (N29°57'W), a distance of 54.3 feet; Thence West parallel with the North line of said Section a distance of 825.3 feet; Thence North a distance of 340.0 feet to the North line of said Section and to the place of beginning; Containing a total of 62.209 acres, of which the North 5.342 acres are included in the highway right-of-way, leaving a net total acreage of 56.867 acres; EXCEPT a tract of land located in the Northeast quarter of Section Twenty-Five (25), Township Nine (9) North, Range Twenty-Two (22) West of the 6th P.M., Dawson County, Nebraska, described as follows: REFERRING to the Northwest corner of the Northeast Quarter (NE¼) of Section Twenty-Five (25); Thence Southerly, along the West line of said Northeast Quarter (NE¼), a distance of 90.00 feet to a point on the South right-of-way line of U.S. Highway No. 283; Thence Easterly deflecting 90 degrees 00 minutes 00 seconds left, along the South right-of-way line of U.S. Highway No. 283, a distance of 774.74 feet to the true point of beginning; Thence continuing along the last described line, along the South right-of-way line of U.S. Highway No. 283, a distance of 40.26 feet to a point; Thence Southerly deflecting 90 degrees 00 minutes 00 seconds right, along the South right-of-way line of said U.S. Highway No. 283, a distance of 35.00 feet to a point; Thence Northwesterly deflecting 95 degrees 27 minutes 06 second West, a distance of 40.45 feet to a point; Thence Northerly deflecting 84 degrees 32 minutes 54 seconds right, a distance of 31.16 feet to the point of beginning, containing 0.03 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

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement ("Conservation Easement") made this ____ day of December, 2010, by and between JOHN M. FORD and JEAN FORD, husband and wife ("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

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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.
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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.

John M. Ford

Jean Ford

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing Deed of Conservation Easement was acknowledged before me on _____, 2010 by John M. Ford and Jean Ford, husband and wife.

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 _____, 2010 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

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