



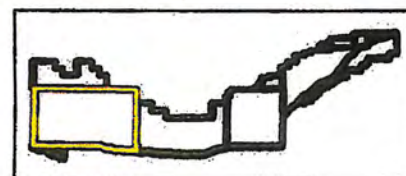


Waterbank Map



Legend

-  ACRES OFFSET
-  ACRES ADDED
-  PBHEP_EASEMENTS_12_15_11
-  FIELDS



Print Date: 12/14/2011

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 (E¹/₄) 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 enforce 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

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

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