

3. Granting Clause. The Grantor hereby gives, grants, bargains, sells and conveys unto the Grantee, as an absolute and unconditional gift, forever a conservation easement, and to the Grantee's successors and assigns provided that this conservation easement may be assigned or transferred by the Grantee to any governmental body or charitable corporation or trust authorized to hold such easement pursuant to the Conservation and Preservation Easements Act. Grantee hereby grants to the Grantor an estate and interest in the Protected Property of the nature and to the extent hereinafter described and to covenant on behalf of themselves, their heirs, successors and assigns (said covenants, estates and interest to run with the land) with the Grantee and its successors and assigns, to do and refrain from doing, severally and collectively upon the Protected Property, the various acts hereinafter mentioned; it being hereby agreed that such covenants, estates and interest are and will be for the benefit of the Grantee and its successors and assigns, to preserve scenic beauty, wildlife habitat, wetlands, or otherwise conserve for the benefit of the public the natural beauty of the estate.

4. Grantee Acceptance. The Grantee, signifies by the execution hereof, the acceptance of the conservation easement in the Protected Property, as provided for in the Conservation and Preservation Easements Act. The acceptance by the Grantee is conditioned upon the approval of the conservation easement by the Saunders County Board of Supervisors, which is the appropriate governing body with jurisdiction over the Protected Property as

provided for in the Conservation and Preservation Easements Act, a copy of such approval is attached hereto and incorporated herein by this reference.

5. Justification for Conservation Easement. The Grantor and the Grantee recognize the natural, ecologic, scientific, educational, scenic, aesthetic and special character of the region in which the Protected Property is located, and have the common purpose of conserving the natural values of the Protected Property by the conveyance to the Grantee of this conservation easement on, over and across the Protected Property, which shall conserve and protect the scenic beauty, wildlife habitat, wetlands, or otherwise conserve for the benefit of the public the natural beauty, natural resources, and prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its natural, scenic and open condition for both this generation and future generations.

6. Condition of the Protected Property at Time of Grant. The scenic beauty, wildlife habitat, wetlands, natural beauty, and natural resources without limiting the generality of the terms, is defined to mean the condition of the Protected Property at the time of this grant, evidenced by reports, photographs, maps and scientific documentation possessed (at the present or in the future) by the Grantee which the Grantee agrees to make available upon reasonable request of the Grantor, his heirs and assigns.

7. Protection and Maintenance of Protected Property.

- (a) The Grantor, his heirs and assigns, agree to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Protected Property, including but not limited to any tax or assessment affecting the easement granted herein.

- (b) The Grantor, his heirs and assigns, shall cooperate with and assist the Grantee in applying for, obtaining, protecting, maintaining, and enhancing any and all surface water and groundwater rights and privileges related to the Protected Property which the Grantee shall deem necessary or desirable for the management, maintenance or development of the Protected Property for the purposes provided herein. All expense necessarily incurred by the Grantor at the request of the Grantee in connection with surface water and groundwater rights and privileges shall be paid by the Grantee.

- (c) The Grantor covenants that it is the owner of marketable title to all of the Protected Property and that such property is free and clear of all liens, taxes, encumbrances, reservations, restrictions, including oil, gas and mineral leases, and sand or gravel pumping leases, and that Grantor, its successors and assigns, warrants that it will defend said Protected Property against the lawful claim of all persons whatsoever. Grantor, his heirs and assigns, agree to take no action at any time which might restrict, jeopardize, or impair the value of the easement rights granted herein.

- (d) Grantor, his heirs and assigns, agree that the terms, conditions, restrictions and purposes of this grant will be inserted by them in any subsequent deeds, or other legal instrument, by which the Grantor divests himself of either the fee simple

title to or any possessory interest in the Protected Property.

- (e) The parties hereto may mutually agree to modify or terminate this conservation easement to the extent that modification and termination is consistent with the provisions of the Conservation and Preservation Easements Act or any provision of law in effect at the time that such modification or termination is sought. Grantor or the Grantee or their respective heirs, successors or assigns, may petition the District Court of the county where the property is located, in accordance with the Conservation and Preservation Easements Act, to modify or terminate this conservation easement if the petitioning party establishes that it is no longer in the public interest to hold the easement or that the easement no longer substantially achieves the conservational preservation purpose for which it was created.

- (f) Grantor hereby agrees to indemnify and hold Grantee harmless from any liability, claim, or cause of action, including reasonable attorneys' fees arising, either directly or indirectly, as a result of Grantee's acceptance of this conservation easement. Grantor further agrees to assume the burden of defense with respect to any such claim.

8. Inspections and Access by Grantee. Grantee is hereby given the right to enter the Protected Property at all reasonable times without consent, after notice to the Grantor, his heirs or assigns, for the purpose of inspecting the Protected Property to determine if the Grantors, his heirs or assigns, are complying with the covenants and purposes of this grant. Notice in this paragraph shall mean either written notice to Grantor at his address stated herein or oral notice to the Grantor or anyone in

his immediate family or employ. Grantee shall complete an inspection and file a report on an annual basis. Grantee shall maintain a file of such reports which shall be available to the public.

9. Use Restrictions. The Grantor states that the following uses and practices, though not an exhaustive recital of the inconsistent uses and practices, are inconsistent with the purpose of this conservation easement and shall be prohibited.

- (a) Construction or placing of buildings, camping accommodations or mobile homes, fences, signs, billboard or other advertising material, or any other structures;
- (b) Filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals, or other materials, or the building of roads, or change in the topography of the land in any manner excepting the maintenance of foot trails;
- (c) Dumping of ashes, trash, garbage, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils;
- (d) Commercial development of any nature;
- (e) Introduction of non-native plant species which may compete with and result in the decline or elimination of native plant species;
- (f) Introduction of non-native animal species which may compete with and result in the decline or elimination of native animal species;
- (g) Any other act, which, in the opinion of the Grantee would be detrimental to the scenic beauty, wildlife habitat, wetlands, the

natural beauty, or natural resources of the Protected Property;

- (h) Operation of motorized vehicles except as necessary in the use of the area as provided for herein;
- (i) There shall be no commercial hunting or trapping on the Protected Property at any time.

10. Rights Reserved. This conservation easement shall confine the use of the Grantor's land by the Grantee to activities which are consistent with the purposes for which the easement was granted. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this conservation easement and these practices may not be precluded, prevented or limited by the conservation easement except for the requirement of prior approval from the Grantee:

Maintain present grazing at a stocking rate range of 10-12 animal units for the period of May 1st through October of each year on the protected property. Each year the grantee will have the option to burn the protected property from January through March at the expense of the grantee.

11. Release of Easement. This conservation easement may be released by the Grantee, upon the approval of the governing body which approved the easement, and upon finding by such body that the easement no longer substantially achieves the conservation or preservation purpose for which it was created,

in accordance with the Conservation and Preservation Easements Act or as authorized by any other provision of the law in effect at the time such release is sought.

12. Enforcement. The Grantor, on behalf of himself, his heirs, successors and assigns, agrees that the Grantee may enforce the provisions of this easement by any proceeding at law or in equity, including but not limited to, the right to require restoration of the protected property to the condition at the time of this grant. Grantor further agrees that the Grantee may seek an injunction restraining any person from violating the terms of this conservation easement and that the Grantee may be granted such injunction without the posting of any bond whatsoever. Grantor further agrees that the Grantee does not waive or forfeit the right to take any action as it deems necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act.

Grantor further agrees that should he, his heirs, successors or assigns undertake any activity requiring the approval of the Grantee without or in advance of securing such approval, or undertake any activity in violation of the terms of this conservation easement, that Grantee shall have the right to enforce the restoration of that portion of the Grantor's land affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of such restoration and the Grantee's cost of suit, including reasonable attorney's fee shall be paid by the Grantor or those

heirs, successors or assigns against whom a judgement is entered, or, in the event that the Grantee secures redress without a completed judicial proceeding, by Grantor or those or its heirs, successors or assigns who are otherwise determined to be responsible for the unauthorized activity. Nothing herein contained shall be construed to preclude the Grantor from exhausting its legal remedies in determining whether the proposed activity to which the Grantee has objected, is inconsistent with this conservation easement.

13. Binding Effect. The covenants agreed to and the terms, conditions, restrictions and purposes imposed with this grant shall be binding upon the Grantor, his agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Protected Property.

14. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the conservation easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

IN WITNESS WHEREOF, the Grantor has set his hand this
20th day of April, 1988.

[Redacted signature area]

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

On this 20 day of APRIL, 1988, before me, a Notary Public in and for said county and state, personally came [Redacted Name], to me personally known to be the identical person(s) whose name(s) is/are affixed to the above Conservation Easement and acknowledged the execution of the same to be his/her/their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

NOTARY PUBLIC - State of Nebraska
ARNOLD D. LOWELL
My Comm. Exp. Dec. 27, 1991

My Commission Expires: [Redacted]

ACCEPTANCE

The above Conservation Easement is hereby accepted by the Lower Platte South Natural Resources District, Grantee herein, on this 12th day of April, 1988.

Lower Platte South
Natural Resources District

By [Signature]
Chairman

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 12th day of April, 1988, before me a Notary Public in and for said county and state, personally came Arthur S. Knox Chairman of Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, to me personally known to be the identical person whose name is affixed to the above Conservation Easement and he acknowledged the execution hereof to be his voluntary act and deed as such officer and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the day and year last above written.



Kathy J. Spence
Notary Public

My Commission Expires: May 27, 1990

APPROVAL OF CONSERVATION EASEMENT

The Saunders County Planning Commission, which is the appropriate governing body with zoning jurisdiction over the property referred to in the Conservation Easement to which this approval is attached, approves the Conservation Easement.

Recommend Approval,

Danell Powell 4/5/88

Chairman Saunders County Planning Commission



Approval

Richard Hightaker 4/6/88
Chairman Saunders County Board of Supervisors

Attest:

Deborah J. Egan

Date of Action: 4/4/88

bing Maps

My Notes

On the go? Use m.bing.com to find maps, directions, businesses, and more

