

Filed for Record this 14<sup>th</sup> day of April  
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Instrument No. 2010000000  
Merrick County Clerk Nicholas J. Jankovic  
Deputy

**DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement ("Conservation Easement") made this 14<sup>th</sup> day of April, 2010, by and between WIECK BROTHERS LIMITED PARTNERSHIP, a Nebraska Limited Partnership ("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.

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:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ ) and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) in Section Thirty-Three (33), Township Fourteen (14) North, Range Eight (8) West of the 6<sup>th</sup> P.M., in Merrick County, Nebraska

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 Exhibit "I" 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.

WIECK BROTHERS LIMITED PARTNERSHIP, a Nebraska Limited Partnership

By Gary D. Wieck  
Gary D. Wieck, General Partner

By Alan D. Wieck  
Alan D. Wieck, General Partner

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

The foregoing Deed of Conservation Easement was acknowledged before me this 14<sup>th</sup> day of April, 2010 by Gary D. Wieck, General Partner of Wieck Brothers Limited Partnership, a Nebraska Limited Partnership, on behalf of said partnership, and known to me personally or produced satisfactory evidence of identification to me.



Cathleen H. Allen  
Notary Public

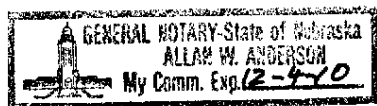
My commission expires: Oct. 23, 2013

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF Douglas )

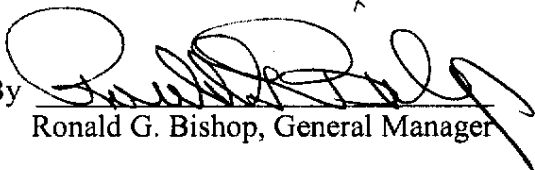
The foregoing Deed of Conservation Easement was acknowledged before me this 9<sup>th</sup> day of April, 2010 by Alan D. Wieck, General Partner of Wieck Brothers Limited Partnership, a Nebraska Limited Partnership, on behalf of said partnership, and known to me personally or produced satisfactory evidence of identification to me.

Alan W. Anderson  
Notary Public

My commission expires: 12-4-10

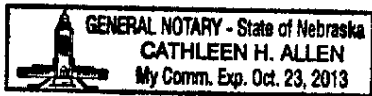


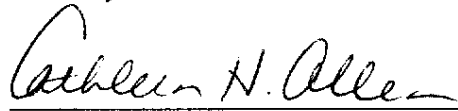
Accepted for the  
Central Platte Natural Resources District

By   
Ronald G. Bishop, General Manager

STATE OF NEBRASKA    )  
                                  ) ss:  
COUNTY OF HALL        )

The foregoing Deed of Conservation Easement was acknowledged before me this 14<sup>th</sup> day of April, 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.



  
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Notary Public

My commission expires: Oct. 23, 2013

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