

After Recording Return to:
The Nebraska Land Trust Incorporated
233 South 13th Street, Suite 1712
Lincoln, NE 68508

**DEED OF CONSERVATION AND PRESERVATION EASEMENT
for the _____ Farm/Ranch in _____ County, Nebraska**

THIS DEED OF CONSERVATION AND PRESERVATION EASEMENT (hereinafter "Easement") executed this ___ day of _____, 20__ by and between _____ (hereinafter "Grantor), and THE NEBRASKA LAND TRUST INCORPORATED, a Nebraska nonprofit association, with its principal office located in Lincoln, Nebraska (hereinafter "THE LAND TRUST"), for the purpose of forever conserving the open space character, agricultural productivity, wildlife habitat, and scenic qualities of the subject property.

Recitals:

WHEREAS, the Grantor owns in fee simple approximately _____ acres of real property in _____ County, Nebraska as described in the attached *Exhibit "A"* (herein referred to as the "Protected Property"), which possesses agricultural, aesthetic, and ecological value in its present condition; and

WHEREAS, the Protected Property is primarily open farmland/ranchland, is agriculturally productive, and is an important part of the agricultural landscape in _____ County, providing [rangeland for livestock/productive soils for crop production]; and

WHEREAS, the Protected Property provides scenic views which can be seen from _____ Road; and

WHEREAS, All of the above constitute the Conservation Values of the Protected Property; and

WHEREAS, the Grantor desires to conserve the Conservation Values and present status of the Protected Property by conveyance to THE LAND TRUST of this Easement for the purpose of conserving the present status and Conservation Values of the Protected Property and to 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 the present condition for both this and all future generations except as explicitly provided for herein; and

WHEREAS, the parties hereto recognize the agricultural, natural, scenic, aesthetic and special character of the Protected Property as native grasslands and the parties here to have the common purpose of conserving the aforesaid Conservation Values of the Protected Property (hereinafter "Conservation Purposes"); and

WHEREAS, THE LAND TRUST wishes to accept the Easement as provided in Sec. 76-2,112, R.R.S. Neb., 1943 (as amended); and

WHEREAS, the present status of the aesthetic, agricultural, ecological and natural condition of the Protected Property at the date this grant of Easement and Grant becomes effective, is evidenced by reports, photographs, maps and scientific documentation possessed at the present time. Said evidences of the condition of the Protected Property are referred to collectively as the Baseline Documentation Report, which is incorporated herein by reference, and

WHEREAS, the Conservation Purposes of this Easement are recognized by, and the grant of this Easement will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, et seq., whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;"
- The Nebraska Legislature, through various statutes, has recognized that it is the policy of the State of Nebraska to conserve fish and wildlife resources for future generations;
- The Western Governors' Association Policy Resolution 05-19 supporting "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife, and other values."

WHEREAS, THE LAND TRUST has, among its corporate purposes, the preservation of land providing open space, agricultural productivity, wildlife habitat, and scenic qualities to ensure its continuing availability for these uses.

WHEREAS, THE LAND TRUST is a publicly supported tax exempt not-for-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as

amended (the "Code"). THE LAND TRUST is therefore qualified under Section 170(h) of the Code and possesses the authority to acquire a Conservation and Preservation Easement under the provisions of Sec. 76-2,111 to Sec. 76-2,118, R.R.S. Neb., 1943 (as amended) called the "Conservation and Preservation Easement Act" (the "Act"); and

WHEREAS, the Grantor is the sole owner of the fee simple interest in the Protected Property; and

NOW, THEREFORE, for the reasons given, and in consideration of their mutual promises, covenants, terms, conditions, and restrictions herein, Grantor voluntarily grants and conveys to THE LAND TRUST (hereinafter "Grantee"), and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the Act and of the nature and character described in this Easement, exclusively for the purpose of conserving and forever maintaining the Conservation Values of the Protected Property. Furthermore, Grantor and Grantee hereto agree as follows:

Section I: Purpose and General Effect of Easement

- A. Use of Protected Property:** It is the intention of the Grantor to preserve the Conservation Values of the Protected Property described herein, including the ability of the Protected Property to be agriculturally productive through ranching/farming activities and to prevent any use of the Protected Property that is not consistent with the Easement (as defined in Section IV) and/ or will impair or interfere with the Conservation Values of the Protected Property.
- B. Perpetual Restrictions:** This Easement shall run with and encumber the title to the Protected Property in perpetuity and shall bind the Grantor and all future owners, tenants, licensees, occupants and users of the Protected Property.
- C. Permitted Uses in General:** This Easement shall confine the use of the Protected Property to the Permitted Uses, discussed in Section III below, which are to be conducted in a manner consistent with the purposes and terms of this Easement. Any activity on or use of the Protected Property inconsistent with the purposes or terms of this Easement or detrimental to the Conservation Values is expressly prohibited.

Section II: Rights of the Grantee

The rights conveyed by the Grantor to the Grantee to perpetually maintain the Conservation Values of the Protected Property in this Easement include the following:

- A. Identification and Protection:** The Grantee has the right to identify, to conserve and protect in perpetuity, and to enhance by mutual agreement the Conservation Values on the Protected Property in the manner set forth in this Easement, subject, however, to the Grantor's reserved rights in this Easement.

- B. Access:** The general public is not granted access to the Protected Property under this Easement. The Grantee shall have the right of immediate entry upon the Protected Property upon reasonable prior notice to Grantor, if, in Grantee's sole judgment, such entry is necessary to prevent immediate damage to or the immediate destruction of the Conservation Values of this Easement.

The Grantee also has the right to enter upon the Protected Property to inspect, monitor, and enforce compliance with this Easement at reasonable times. The Grantee also has the right to enter upon the Protected Property with advance notice to and permission from the Grantor or Grantor's agent to undertake observations or ecological studies of natural resources protected by this Easement in a manner that will not unreasonably interfere with the use of the Protected Property by the Grantor.

- C. Conservation, Enforcement, Injunction, and Restoration:** The Grantee has the right to prevent or stop any activity on, or use of, the Protected Property, which is inconsistent with this Easement. The Grantee is entitled to take any legal or equitable action to prevent or stop such activity, including, but not limited to, obtaining an injunction in a court of competent jurisdiction and requiring removal of structures or vegetation in violation of the Easement. The Grantee also has the right to enforce the restoration of the Protected Property to the condition that existed prior to any violation. These remedies are cumulative.
- D. Signs:** The Grantee has the right to place signs on the Protected Property which identify the Protected Property as being protected by this Easement. The number, size and location(s) of the signs are subject to the Grantor's reasonable approval.

Section III: Permitted Uses and Practices

- A. Building Envelope:** [Optional] The Grantor has the right to construct or place one new single-family residence, associated outbuildings, and structures necessary for agricultural production in the Building Envelope described on the attached "Exhibit A", consisting of approximately 5 acres. The exact boundaries for the Building Envelope must be determined by survey prior to the commencement of any new construction within the Building Envelope. Any existing or allowed residence or associated structures may be repaired or replaced with a similar structure located within the Building Envelope. The Grantor also has the right to construct, reconstruct, maintain and repair, if necessary, utilities and an access road to the residence and associated outbuildings. Any utility corridor and/or roadway must follow the least damaging feasible route with regard to or within the Protected Property.
- B. Agricultural Structures and Improvements:** All major existing agricultural buildings and agricultural structures located within the Protected Property may be used for agricultural purposes and be repaired, reasonably enlarged and replaced without further permission of the Grantee. New major buildings and improvements such as barns, sheds, and garages which are to be used solely for agricultural purposes, including the

processing or sale of farm or ranch products predominantly grown or raised on the Protected Property, may be built within the Building Envelope of 5 acres described in *Exhibit A*. Loafing sheds, corrals, water lines, water tanks and other minor agricultural structures and improvements without concrete foundations may be constructed anywhere on the Protected Property provided however, that any such structures shall be located with the intent of causing the least possible disturbance.

- C. **Fencing:** The Grantor may construct, maintain, replace and repair fences on the Protected Property without prior approval of the Grantee, including localized fences as needed to control drifting snow. Big game proof fences are permitted within the Building Envelope without prior approval of the Grantee. No other big game proof fences will be constructed on the Protected Property.
- D. **Recreational Uses:** Unless otherwise restricted herein, any recreational use that does not impact the Conservation Values is permitted, including hunting and, in a manner consistent with state and federal laws and regulations.
- E. **Hunting Blinds:** Temporary hunting blinds may be constructed anywhere on the Protected Property.
- F. **Construction of Roads:** Maintenance of existing farm/ranch roads and trails is permitted, but no portion of the Protected Property outside of the Building Envelope shall be paved or otherwise covered with concrete, asphalt, or any other paving material. Nor shall any new unpaved road be constructed within the Protected Property except as needed for agricultural activities.
- G. **Installation of Utilities:** Grantor may install utilities for serving those uses permitted on the Protected Property by the terms of this Easement. To the extent practicable, such utilities shall be installed within or adjacent to roadways permitted by Paragraph E, Section III.
- H. **Range Management and Ranching Activities:** The Grantor may use the Protected Property for common or typical ranching, including hay production, grazing, feeding, breeding, raising, and managing livestock, provided these activities do not materially jeopardize the Conservation Values. The term "livestock" includes livestock that are considered "traditional" at the time of the execution of this Easement and within the local area surrounding the Protected Property. Traditional livestock shall not include any of the game farm animals discussed in Section IV of this Easement.

Sound range stewardship and livestock management are integral to the protection of the wildlife habitat and other Conservation Values protected by this Easement. As such, all activities affecting range health will be conducted in a manner that fosters and/or maintains the ecological function of the land, water processes, wildlife, and plant community succession. Livestock grazing shall not exceed generally accepted standards for _____ County.

- I. **Water Resources:** In accordance with applicable laws and regulations, the Grantor may maintain, enhance and develop any new or existing water resources which may include

but are not limited to wells, windmills, buried water pipelines, irrigation, stock tanks and stock ponds on the Protected Property for permitted agricultural and ranching activities, domestic needs, fish and wildlife uses, and private recreation.

- J. Agrichemicals and Biological Controls:** The Grantor may use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides, but only in accordance with all applicable laws and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable ranching and grazing objectives and/or to improve wildlife habitat. The use of such agents shall be conducted in such a manner as to minimize any adverse effect upon the Conservation Values of the Protected Property and to avoid any impairment of the natural ecosystems and their processes.
- K. Shelter Belt Management:** Maintenance of trees and shrubs in shelter belts is integral to protection of Conservation Values, including wildlife and farming/ranching. As such, all activities affecting these wooded shelter belts will be conducted in a manner that maintains a healthy balance between prairie and woodlands over time.
- The Grantor may: (i) cut trees for posts and poles; (ii) cut and gather dead, dying and down trees for firewood and to abate disease and infestation; (iii) cut or prune trees and brush, which constitute a hazard to persons, property, or road; (iv) cut trees within the Building Envelope and; (v) control invasive woody species such as eastern red cedar and Siberian elm by all means necessary, to preserve and restore rangeland and prairie habitat.
- L. Habitat Improvement:** Subject to other provisions of this Easement, the Grantor reserves the right to undertake habitat improvement projects subject to a plan approved by the Grantee, which will enhance terrestrial wildlife habitat. All such activities shall be undertaken in order to protect the Conservation Values of the Protected Property. The Grantor will not introduce into the Property any plant species defined or listed as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies. The Grantor restore cropland to grassland, so long as high quality, certified weed-free seed is used that consists of native grass and forb species found in the area.
- M. Brush Piles:** Grantor may place tree stumps, logs, and brush originating from the Protected Property in piles for burning, decay, or disposal.
- N. Residual Rights:** Except as limited by this Easement, the Grantor may exercise and enjoy all rights as owner of the Protected Property, including the right to use the Protected Property for any purpose consistent with this Easement.

Section IV: Prohibited Uses and Practices

- A. Commercial Facilities and Activities:** Except as provided in Section III, any commercial activities that damage or interfere with the Conservation Values are prohibited. Prohibited commercial uses include, but are not limited to, any restaurant, night club, trailer park, motel, hotel, gas station, commercial swimming pool, motocross

tracks, golf courses, power lines, telecommunications towers, snowmobiling, ski area, all-terrain vehicle trails, retail outlet or facility for the manufacture or distribution of any product that would likely cause damage to the Conservation Values.

- B. Game Farming or Game Farm Animals:** The Grantor shall not construct, conduct, or operate a game farm, or raise or hold game farm animals or alternative livestock on the Protected Property. Game farm animals include penned, enclosed or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tailed deer, mule deer, elk, moose, antelope, mountain sheep, mountain goat, red deer, and any other cloven-hoofed ungulate which is indigenous to Nebraska and any non-indigenous or exotic cloven-hoofed ungulate which could interbreed with or spread disease to any cloven-hoofed ungulate indigenous to Nebraska. Provided however, “traditional” domestic livestock, including domestic cattle and pigs are not included in the definition of game farm animals.
- C. Wind and Solar Power Generation:** The construction of commercial wind and solar energy generation facilities are prohibited anywhere on the Protected Property.
- D. Alteration of Topography:** The Grantor shall not change, disturb, alter, or excavate topography or stream on the Protected Property, except as provided in Section III.
- E. Noxious and Detrimental Species.** The Grantor shall not introduce into the Protected Property any plant species designated as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies.
- F. Division or Subdivision of the Property:** Notwithstanding that the Protected Property may have been divided or subdivided prior to this Easement, the Protected Property subject to this Easement may only be conveyed as a single tract. The Grantor does not have the right to divide, subdivide, or take any action that creates an actual or de facto division or subdivision of the Protected Property.
- G. Construction:** The Grantor shall not construct any structures or facilities except as specifically provided for in Section III.
- H. Roads:** The Grantor shall not construct any new roads except as specifically provided for in Section III.
- I. Off-Road Vehicles:** The Grantor shall not use vehicles off of existing roads and travel-ways in a manner that may result in apparent erosion or compaction of the soil, impact on the natural appearance of the Protected Property, damage or destruction to vegetation, or interference with use of the natural habitats by the wildlife species occurring on the Protected Property. The parties recognize, however, that the use of off-road vehicles may be necessary in property management and retrieval of harvested big game animals, and such limited use is therefore expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use, consistent with the terms and intent of this Easement. Any off-road vehicle use must be consistent with the first sentence of this Paragraph.

- J. Commercial Feed Lot:** The Grantor shall not establish or maintain any commercial feedlot. For the purposes of this Easement, a commercial feed lot shall be defined as a permanently constructed, confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this Paragraph shall prevent Grantor from seasonally confining the Grantor's livestock into an area for feeding consistent with historical practices.
- K. Dumping and Deposit of Hazardous Waste:** No trash, debris, ashes, sawdust, and other non-compostable refuse may be dumped or otherwise disposed of on the Protected Property, except livestock manure associated with normal ranching activities, and permitted by applicable state and federal laws. If the Grantor becomes aware of any accidental, illegal, or other placement or spilling of hazardous substances or waste or toxic materials, including oil and petroleum products, on the Protected Property, the Grantor shall notify the Grantee on a timely basis.
- L. Utilities:** Other than those permitted in Section III, additional utility structures and systems are prohibited.
- M. Mineral Activities:** All surface or open pit exploration for extraction or removal of oil, gas, and other minerals, rock, gravel, or sand found in, on, or under the Protected Property is prohibited. No sub-surface or other exploration or extraction of oil, gas, rock, gravel, sand, or other minerals, including the lease, sale, or other disposition of the rights to such materials is allowed.
- N. Timber Harvesting:** The Grantor shall not harvest timber on the Protected Property except as specifically allowed in Section III.
- O. Billboards:** The Grantor shall not construct, maintain, or erect any commercial signs or billboards on the Protected Property. Small signage may, however, be displayed to state the name of the owner and the Protected Property and that the property is protected by this Easement, to prohibit any unauthorized entry or use, or to advertise for the sale of the Protected Property or goods produced on the Protected Property.
- P. Aircraft Facilities:** The Grantor shall not construct or erect any aircraft facilities or aircraft landing facilities on the Protected Property.
- Q. Cultivation or Farming:** [for ranch easements only, where goal is to protect grasslands] Farming, plowing, cultivation, or any type of conversion of rangeland to cropland is prohibited, except that gardening for personal use and residential landscaping in the Building Envelope are permitted.
- R. Game Proof Fences:** Grantor shall not construct any big game proof fences, which is defined as any fence that cannot be crossed by elk, deer or other big game wildlife, except in the Building Envelope.
- S. Native Flora and Fauna:** Grantor shall not remove or destroy any native plants, trees, vegetation, or wildlife, except as permitted in Section III or for the control of weeds and

pests consistent with generally accepted agricultural practices in Boone County, Nebraska.

- T. Prescribed Fire:** Grantor shall not oppose or prevent adjacent landowners from using prescribed fire as a grassland management tool, so long as such activity has been approved or permitted, as the case may be, by the appropriate governmental authority.

Section V: Breach, Restoration, and Remedies

Breach and Restoration: If a violation or potential violation of any prohibition contained in Section IV of this Easement or damage or potential damage to the Conservation Values associated with the Protected Property, whether by the Grantor or by a third party, comes to the attention of the Grantee, the Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon receipt of such notice by the Grantor, the Grantor agrees to immediately cease and desist from any actions that may in any manner, potentially, possibly, or actually violate the terms or intent of this Easement and/or the prohibitions contained in Section IV.

Section VI: Assignment of Easement

The Grantee may assign its interest in the Protected Property created by this Easement to a “qualified organization” (within the meaning of §170(h) (3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in §170(h)(4)(a) of said Code. Any such qualified organization shall agree to enforce the Conservation Purposes of this Easement.

Section VII: Baseline Documentation Report

The parties agree that the specific Conservation Values of the Protected Property and other natural resources and development on the Protected Property are documented in a report created by the Grantee, to be kept on file at the offices of the Grantee, which documentation (“Baseline Documentation Report”) the parties agree provides an accurate representation of the Protected Property as of the effective date of this Easement in accordance with Treasury Regulation §1.170A-14(g)(5)(i). The Baseline Documentation Report is intended to serve as an objective baseline for monitoring compliance with the terms of this Easement. Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Protected Property, the parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

In the event that range or habitat conditions significantly improve on the Protected Property, the parties may agree to prepare an update of the Baseline Documentation Report ("Update") to reflect the improved conditions. The Update must be approved in writing by the parties. Upon approval by the parties, the Update will be used as the baseline for future monitoring and compliance with the terms of this Easement.

Section VIII: Miscellaneous Provisions

- A. Partial Invalidity:** If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this 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.
- B. Enforcement:** Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee to enforce these covenants in the manner described below. The Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of the Grantee, and that the Grantee's failure to exercise its rights under this Easement, in the event of any breach of this Easement by the Grantor, shall not be deemed or construed to be a waiver of the Grantee's rights under this Easement in the event of any subsequent breach.
- C. "Grantor" and "Grantee":** The term "Grantor," as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and, their, heirs, personal representatives, executors, successors and assigns. The term "Grantee," as used in this Easement, and any pronouns used in place thereof shall mean The Nebraska Land Trust, Inc., and its successors and assigns.
- D. Titles:** Section and Paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- E. Perpetuity of Easement:** This Easement shall run with and burden the title to the Protected Property in perpetuity and is binding upon, and will inure to the benefit of the Grantor's and the Grantee's successors in interest and assigns. All subsequent owners of the Protected Property are bound to all provisions of this Easement to the same extent as the Grantor.
- F. Governing Law:** This Easement will be construed in accordance with Nebraska law.
- G. Entire Agreement:** This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
- H. Compliance with Law:** All uses and practices permitted by this Easement, including the Permitted Uses, will not exceed or violate but will be in full compliance with all applicable state and federal laws.

- I. Amendment:** If an amendment to or modification of this Easement is made, the amendment or modification must be in compliance with the terms of this Easement, must strengthen the protection of the Conservation Values protected by this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by the parties, and recorded in the official records of _____ County, Nebraska.
- J. Release:** Grantee may release this Easement through appropriate legal process upon determining the Easement does not at any time in the future substantially achieve the conservation and preservation purpose, in accordance with Sec. 76-2,113, R.R.S. Neb., 1979, or as authorized by any other provision of law in effect at the time such release is requested.
- K. Condemnation:** In the event all or any part of the Protected Property is ever condemned for public use, such that all or part of this Easement which conflicts with the condemnation shall terminate as of the time of the condemnation, and Grantor and Grantee agree to divide the condemnation proceeds in proportion to the fair market value of their respective interests in the Protected Property as determined by an appraisal conducted by an appraiser acceptable to Grantor and Grantee. Grantee agrees to apply its share of the proceeds to its work in land conservation.
- L. Hazardous Waste:** Grantor, and Grantor's successors and assigns shall indemnify, defend, and hold the Grantee harmless from any liability related to the use, deposit or release of any hazardous substances, wastes or toxic materials, including oil and petroleum products, on the Protected Property on or after the date of this Easement.
- M. Acts of Nature:** Unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Protected Property after any fire, Act of Nature or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves him of any obligation or restriction on the use of the Protected Property imposed by law.
- N. Real Estate Taxes:** The Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property and that the Grantee shall have no duty or responsibility to manage or maintain the Protected Property. The Grantor agrees that if any real property taxes or assessments are levied against the Grantee as a result of this Easement for which exemption cannot be obtained, the Grantor will donate a sum of money to the Grantee equal to the amount of said taxes and the Grantee shall pay the taxes.
- O. Costs, Liabilities, and Insurance:** Grantor assumes all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage that includes any commercial hunting operation or other recreational or residential business, and the Grantee's name shall be listed among the insured parties on the policy. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

- P. Recording of Easement/ Fees:** Promptly following its execution by the parties, Grantor shall record the Easement with the _____ County Registrar of Deeds and pay any fees associated with such recording. Notwithstanding the foregoing, the Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, the Grantor appoints the Grantee as Grantors' attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.
- Q. Transfer of Protected Property:** Grantor agrees to insert, by reference, the terms of this Easement in any subsequent deed or other legal instrument by which Grantor divests himself of any real estate within or including the Protected Property. The failure to include such an insertion shall not be construed to limit or invalidate the legal effect of this Easement. Grantor agrees to notify promptly Grantee in writing in the event that legal title to the Protected Property is transferred on the record to another party.
- R. Effective Date:** This Easement shall be effective when signed by all parties, and it is the intent of the parties that this Easement shall be effective in the year 20__.

PLANNING COMMISSION ACTION

On the _____ day of _____, 200____, this Conservation and Preservation Easement was considered by the Planning Commissioners of _____ County, Nebraska as to that portion of the property within the easement lying within its jurisdiction. The Planning Commissioners of _____ County, Nebraska recommended that the Commissioners of _____ County, Nebraska approve the Conservation and Preservation Easement as to that portion of the property within the easement lying within its jurisdiction.

Chairman, Planning Commission of
_____ County, Nebraska

**APPROVAL OF BOARD OF COMMISSIONERS OF
_____ COUNTY, NEBRASKA**

By Resolution duly adopted on the ____ day of _____, 20____, the Board of Commissioners of _____ County, Nebraska, approved this Conservation and Preservation Easement as required by Neb. Rev. Stat. § 76-2112 as to that portion of the property within the easement lying within its jurisdiction.

Chairman, Board of Commissioners of
_____ County, Nebraska

Exhibit A
Easement map and Legal Description