

**CONSERVATION EASEMENT AGREEMENT**  
**(Fill Rights)**

THIS CONSERVATION EASEMENT AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the City of Lincoln, Nebraska (Owner) and the Lower Platte South Natural Resources District (LPSNRD).

RECITALS

- I. Owner is the owner in fee simple of real property legally described as Lot 100 and Lot 77, Irregular Tracts located in the in the South Half of Section 14, Township 10 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska; a portion of Lot 54, Irregular Tract located in the Northwest Quarter of Section 23, Township 10 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska; and a portion of Outlot A, Beanes Addition, located in Section 14, Township 10 North, Range 6 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska within which two areas of fill rights protection are herein granted as more particularly described on Attachment A, Exhibits A & B, and Map A attached hereto and incorporated herein by reference (Easement Area).
- II. The LPSNRD is authorized to accept and hold this Conservation Easement under the terms of this Agreement and the Nebraska Conservation and Preservation Easements Act.
- III. This Agreement has been submitted to the Lincoln-Lancaster County Planning Commission pursuant to the provisions of Neb. Rev. Stat. § 76-2,112 for review and recommendation and said Commission has found that the Conservation Easement is in conformance with the Comprehensive Plan.
- IV. The Board of the LPSNRD, has approved and accepted this Conservation Easement after duly considering the recommendation of the Lincoln City-Lancaster County Planning Commission and has authorized the General Manager to execute this Agreement on behalf of the LPSNRD.

NOW, THEREFORE, in consideration of the mutual value to the Owner and LPSNRD and to restrict fill rights in the described Easement Area, the LPSNRD and Owner agree as follows:

1. **Grant of Conservation Easement.** Owner here by creates, establishes, grants, and conveys to LPSNRD for its benefit and the benefit of the public a conservation easement over the Easement Area to restrict filling of the Easement Area subject to the following terms and conditions:
  - A. The following uses the practice, are inconsistent with the purposes of this Conservation Easement and shall be prohibited within the Easement Area.
    - i. The addition of fill material (Fill material shall mean soil, buildings, or other material that eliminates flood storage volume in the floodplain) for any purposes except:
      - a. Fill material uses for utility, right of way or road repair, construction, reconstruction, maintenance, or replacement, or

b. Where the Owner shall cause or require the quantity of imported fill material to be offset within the Salt Creek floodplain between 14<sup>th</sup> St. and I-180 in an amount equal to the amount of fill material imported into the Easement Area through any combination of the following: (1) removal of fill material at or below the 100 year encroached flood elevation, or (2) permanent acquisition of additional storage rights.

**B.** Notwithstanding subparagraph A above, the parties agree that the Easement Area may be used for flood storage from the 10th & Military Community Unit Plan development (Special Permit No. 07047) and graded to achieve a no net loss of flood storage in accordance with the grading plan for Special Permit No. 07047 which shall include the creation and seeding of a sloped general purpose athletic field.

**C.** The term of this Conservation Easement will be in perpetuity unless earlier terminated with the consent of the current property owner for the 10<sup>th</sup> and Military Community Unit Plan area (Special Permit #07047 per Resolution A-84632), which shall not be unduly withheld, pursuant to any of the following provisions:

i. By the LPSNRD pursuant to the provisions of Neb. Rev. Stat. § 76-2,113.

ii. By the Lancaster County District Court pursuant to the provisions of Neb. Rev. Stat. § 76-2,114.

2. The parties agree the termination of this Agreement may be total and affect the entire Easement Area, or may be partial and result in the termination of the easement over only a portion of the Easement Area.
3. Condition of the Easement Area at Time of Grant. The Easement Area, without limiting the generality of the terms used herein, is defined to mean the condition of the Easement Area at the time of this grant as evidenced by reports, photographs and documentation on file with the Lincoln Lancaster County Planning Department, including Special Permit (CUP) #07047 including Resolution A-84632.
4. Protection and Maintenance of the Easement Area. Owner agrees to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Easement Area, including but not limited to any tax or assessment affecting the easement granted herein.
5. Inspection, Use and Access by LPSNRD. The LPSNRD shall have the right of reasonable ingress and egress to and from the Easement Area from public roads and streets and from adjacent properties for its employees, contractors, vehicles and equipment for the purpose of inspecting the Easement Area as the LPSNRD may deem necessary or desirable.
6. Enforcement. Owner agrees that the LPSNRD may enforce the provisions of this Conservation Easement by any proceeding at law or in equity, including but not limited to, the right to require restoration of the Easement Area to the condition at

the time of this grant. Owner further agrees that the LPSNRD may seek an injunction restraining any person from violating the terms of this Conservation Easement and the LPSNRD may be granted such injunction without posting of any bond whatsoever. Owner further agrees that the LPSNRD without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement that LPSNRD shall have the right to enforce the restoration of that portion of the Easement Area 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 the LPSNRD's cost of suit, including reasonable attorney fees, shall be paid by Owner.

- 7. Title to Easement Area. Owner covenants that Owner is the owner of marketable title to all of the Easement Area, has legal right, title, and capability to grant the Conservation Easement granted herein subject to easements and restrictions of record.
- 8. Binding Affect. The Conservation Easement granted herein shall run with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of Owner and LPSNRD.
- 9. Recordation. The parties agree that this Agreement shall be duly filed by the LPSNRD with the Lancaster County Register of Deeds upon execution and acceptance by LPSNRD.
- 10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the reminded of the provisions of the Conservation Easements 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 parties hereto have executed this Agreement as of the date set forth above.

**CITY OF LINCOLN, NEBRASKA**


By: \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA     )  
                                          )ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by Chris Beutler, Mayor on behalf of the City of Lincoln, Nebraska.

\_\_\_\_\_  
Notary Public

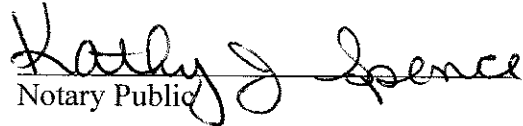
**LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT**

By:   
Glenn Johnson, General Manager

STATE OF NEBRASKA    )  
                                          )ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Oct, 2009, by Glenn Johnson, General Manager of the Lower Platte South Natural Resources District, on behalf of the Lower Platte South Natural Resources District.



  
Notary Public

CONSERVATION EASEMENT 'A'

A PARCEL OF LAND COMPRISED OF PORTIONS OF LOT 100 AND LOT 77, IRREGULAR TRACTS LOCATED IN THE SOUTH HALF OF SECTION 14, AND A PORTION OF LOT 54, IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 100 I.T., THENCE ON THE SOUTH LINE OF SAID LOT 100 I.T. ON AN ASSUMED BEARING OF NORTH 89 DEGREES 07 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 675.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 54 I.T.;

THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 443.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54 I.T.;

THENCE SOUTH 89 DEGREES 55 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 180.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54 I.T.;

THENCE NORTH 00 DEGREES 04 MINUTES 32 SECONDS WEST ON THE WEST LINE OF SAID LOT 54 I.T. FOR A DISTANCE OF 344.29 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 47 DEGREES 36 MINUTES 35 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 148.77 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 48 DEGREES 37 MINUTES 15 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 740.97 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE SOUTH 42 DEGREES 18 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 176.14 FEET;

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 270.00 FEET FOR AN ARC LENGTH OF 199.05 FEET WITH A TANGENT LENGTH OF 104.29 FEET AND A DELTA OF 42 DEGREES 14 MINUTES 20 SECONDS AND A CHORD LENGTH OF 194.57 FEET AND A CHORD BEARING OF SOUTH 21 DEGREES 11 MINUTES 26 SECONDS EAST;

THENCE SOUTH 00 DEGREES 4 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 189.51 FEET; TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6.578 ACRES MORE OR LESS.

CONSERVATION EASEMENT 'B'

A PARCEL OF LAND THAT IS A PORTION OF OUTLOT A, BEANE'S ADDITION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINING AT THE SOUTHWEST CORNER OF SAID OUTLOT A, THENCE ON THE WEST LINE OF SAID OUTLOT A ON AN ASSUMED BEARING OF NORTH 00 DEGREES 23 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 57.22 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 65 DEGREES 28 MINUTES 58 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 755.16 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT A;

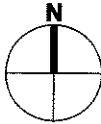
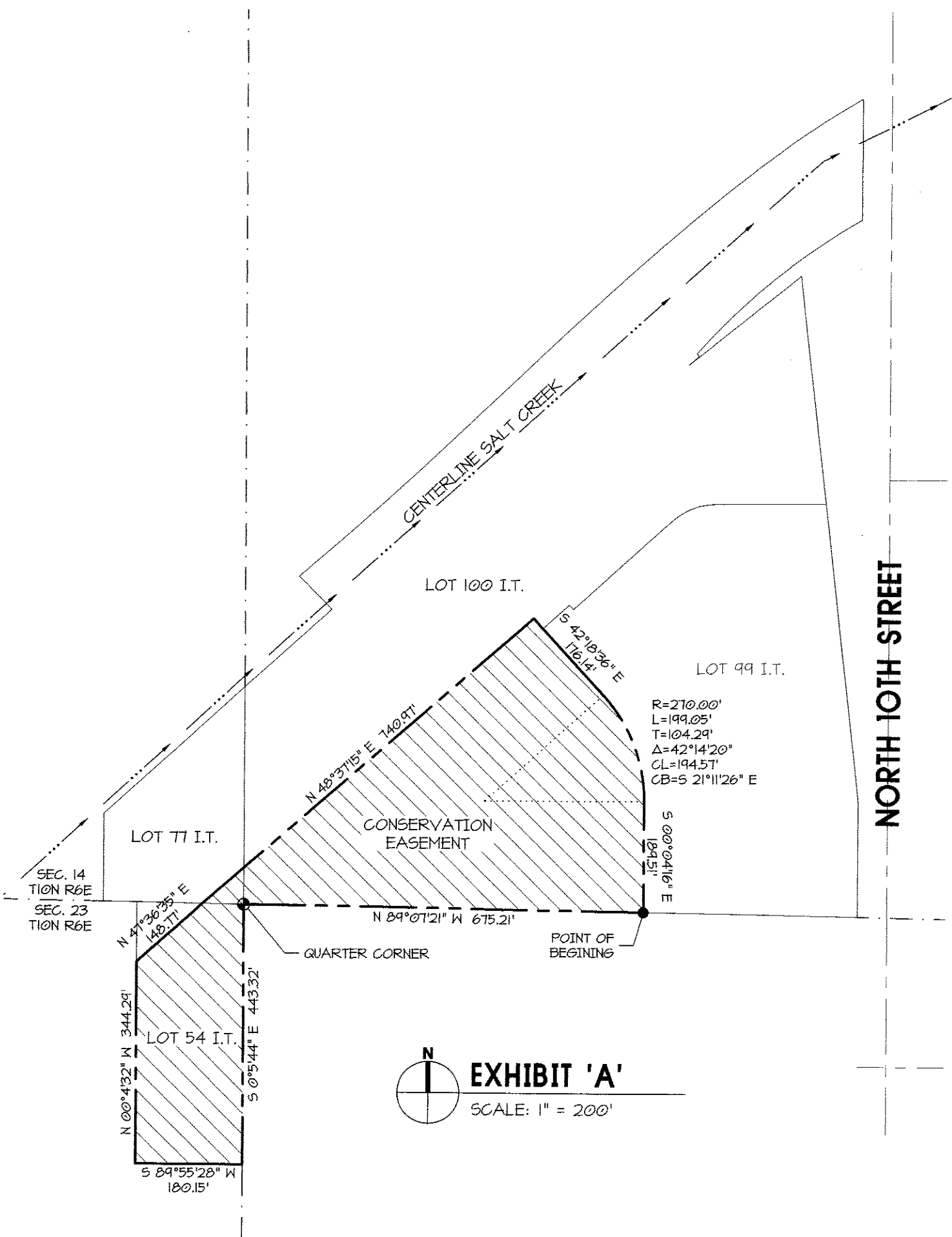
THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 35.30 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT A;

THENCE SOUTH 00 DEGREES 03 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 230.58 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A;

THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ON THE SOUTH LINE OF SAID OUTLOT A FOR A DISTANCE OF 441.90 FEET;

THENCE CONTINUING ON THE SOUTH LINE OF SAID OUTLOT A SOUTH 63 DEGREES 31 MINUTES 06 SECONDS FOR A DISTANCE OF 314.05 FEET TO THE POINT OF BEGINING.

PARCEL CONTAINS 1.803 ACRES MORE OR LESS.



**EXHIBIT 'A'**

SCALE: 1" = 200'

# NORTH 10TH STREET

N 00°23'15" E  
57.22'

POINT OF  
BEGINNING

S 63°31'06" W 314.05'

N 65°28'58" E  
125.16'

OUTLOT A  
BEANE'S ADDITION

LOT 1  
BEANE'S ADDITION

N 89°59'45" W 441.90'

CONSERVATION  
EASEMENT

N 89°59'45" E  
35.30'

S 00°03'27" E 230.58'

VACATED 12TH STREET

LOT 60 I.T.

CENTERLINE SALT CREEK

OUTLOT A  
RIVERSIDE ADDITION

LOT 98 I.T.

LOT 97 I.T.

REM. PORT. B

REM. PORT. C

MILITARY ROAD

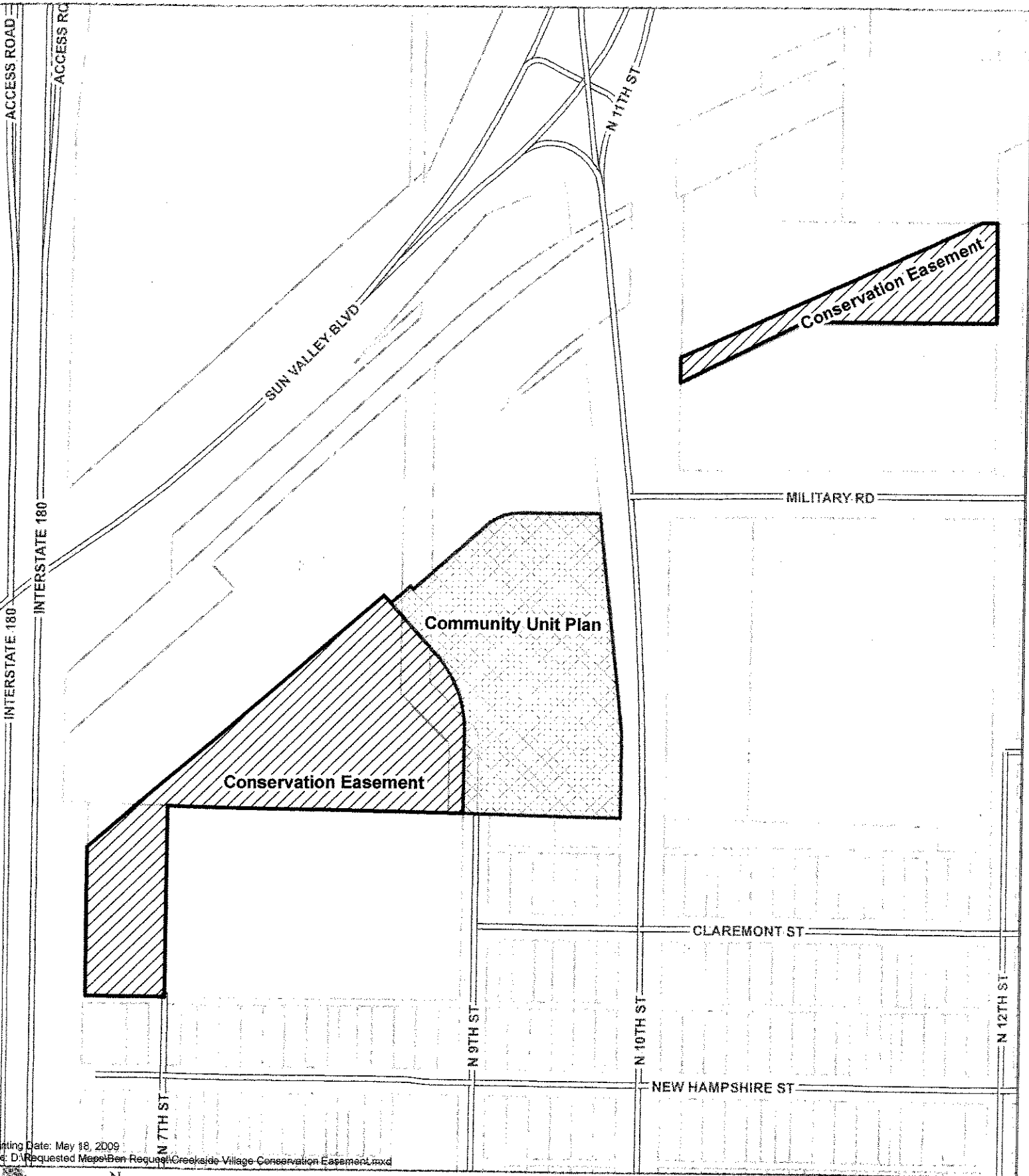


**EXHIBIT 'B'**

SCALE: 1" = 100'



# Public Works & Utilities



Printing Date: May 18, 2009  
Requested Map: Ben Request: Creekside Village Conservation Easement.mxd



## Creekside Village Conservation Easement Map "A"

