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Lancaster County, NE Assessor/Register of Deeds Office SUBAGR
Pages 25



Handwritten initials "JA" and a signature.

SUBORDINATION AGREEMENT AND
LIMITED LIEN WAIVER

When Recorded Return To:
Nebraska Land Title & Abstract
3910 South Street, PO Box 6577
Lincoln, NE 68506

CTR 62921

SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

1. To be completed by NRCS; check appropriate box:

2. AGREEMENT NO. 2011-0001☐ This transaction is for CCC☒ This transaction is for NRCS

This Subordination Agreement and Limited Lien Waiver, effective (3.) 4/3/12, is signed by (4.) Farm Credit Services of America, FSCA, Beneficiary (indicate person or person signing this document or party on whose behalf the document is signed) "Subordinating Party" who hereby grants, to the extent specified in Part II of this document, the following subordination and limited lien waiver to the United States of America (United States) by and through the Natural Resources Conservation Service or the Commodity Credit Corporation, as indicated above. The property described below is encumbered with an easement as described in the attached Conservation Easement Deed.

This easement ~~are~~ is located in the County (Borough or Parish) of (5.) Lincoln and State of (5a.) Nebraska and is identified as follows:

6. **Easement Area.** The property encumbered by the Federal easement is described as follows: (Provide a legal description of the land comprising the easement area or recordable plot).

Refer to attached Exhibit A and Exhibit B.

PART I - GENERAL TERMS

A. Authority. This Subordination Agreement and Limited Lien Waiver is acquired by the United States under the authority of 7 U.S.C 428a.

B. Purposes. This Subordination Agreement and Limited Lien Waiver is required by the United States in connection with its acquisition of an easement over the property described above to ensure that the easement area is maintained to promote wetland functions and values.

C. Duration of Easement and this Subordination Agreement and Limited Lien Waiver. The easement and subordination and limited lien waiver shall continue for the duration of the easement deed.

PART II - SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

The Subordinating Party: (1) subordinates its interest in the property described herein to the easement of the United States for the same property which is conveyed to the United States in the easement, (2) acknowledges that the property which contains the easement area is burdened by the right of access granted to the United States in the easement and agrees that this right of access shall be superior to any rights of the Subordinating Party; (3) subordinates its interest in the property to the purposes of the easement and any easement practices adopted pursuant to such purposes; and (4) agrees that the United States may make payments in connection with the easement deed without regard to any lien or claim that the Subordinating Party may have with respect to any person with an interest in the easement area, unless an assignment of such payment has been made to the Subordinating Party on a form approved by the United States.

This Subordination Agreement and Limited Lien Waiver. (1) binds the Subordinating Party and its heirs, agents, assigns, and successors with respect to the interests that the Subordinating Party and such other persons have, or may have, in the property or against any person having an interest in the property; and (2) inures in favor of the United States and its assigns of any kind

FARM CREDIT SERVICES OF AMERICA, FLCA, Beneficiary

7a. By: [Signature] 7b. Date 4.3.2012 7c Title ASSISTANT CORPORATE SECRETARY
Signature Authorizing Rep of Sub Party

8. State of Nebraska

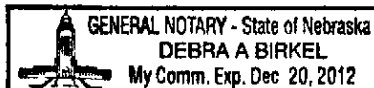
County of LANCASTER

On this 3RD day of APRIL, before me, a Notary Public, personally appeared CARL N. HORNE being by me personally known, and duly sworn, did say that he/she is ASSISTANT CORPORATE SECRETARY of the corporation executing the foregoing instrument as Beneficiary; that the seal affixed to the instrument is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors, and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation.



[Signature]
Notary Public in and for said County and State

My commission expires 12-20-2012



OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary, however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

EXHIBIT "A" LEGAL DESCRIPTION EASEMENT AREA:

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 5 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA TOGETHER WITH PART OF LOT 2 IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER TOGETHER WITH PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 18, TOWNSHIP 9 NORTH, RANGE 5 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF SOUTHWEST QUARTER SECTION 7; THENCE S01°42'56"E ON THE EAST LINE OF SAID SOUTH HALF SOUTHWEST QUARTER SECTION 7, A DISTANCE OF 1320.30 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION 18; THENCE S01°44'15"E ON THE EAST LINE OF SAID NORTHWEST QUARTER SECTION 18, A DISTANCE OF 500.00 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE; THENCE SOUTHEASTERLY ON SAID EXISTING FENCE LINE AS FOLLOWS: S01°40'59"E 498.16 FEET, S01°33'16"E 410.77 FEET, S01°50'25"E 383.81 FEET, S01°51'47"E 500.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18; THENCE S01°44'15"E ON SAID EAST LINE SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18, A DISTANCE OF 350.00 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE, SAID POINT BEING 4.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18; THENCE SOUTHWESTERLY ON AN EXISTING FENCE LINE AS FOLLOWS: S87°54'44"W 499.32 FEET, S88°11'19"W 499.73 FEET, S88°02'29"W 322.80 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18, THENCE N01°43'22"W ON THE WEST LINE OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18, A DISTANCE OF 1321.15 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER; THENCE N88°27'25"E ON AN EXISTING FENCE LINE, A DISTANCE OF 334.05 FEET; THENCE N47°53'48"E, A DISTANCE OF 272.67 FEET, THENCE N39°52'50"E, A DISTANCE OF 236.83 FEET; THENCE N02°25'17"W, A DISTANCE OF 144.90 FEET, THENCE N07°26'44"E, A DISTANCE OF 487.96 FEET; THENCE N14°52'20"E, A DISTANCE OF 102.04 FEET, THENCE N31°29'13"E, A DISTANCE OF 83.02 FEET; THENCE N03°22'21"W, A DISTANCE OF 229.10 FEET; THENCE N01°18'53"W, A DISTANCE OF 265.54 FEET, THENCE N17°09'10"W, A DISTANCE OF 279.20 FEET; THENCE N00°14'46"W, A DISTANCE OF 149.71 FEET; THENCE N81°26'41"W, A DISTANCE OF 301.22 FEET; THENCE N11°20'36"E, A DISTANCE OF 474.39 FEET; THENCE S72°14'48"E, A DISTANCE OF 285.39 FEET; THENCE N72°32'23"E, A DISTANCE OF 81.01 FEET; THENCE N26°41'40"E, A DISTANCE OF 163.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTH HALF SOUTHWEST QUARTER SECTION 7; THENCE N88°07'41"E ON SAID NORTH LINE, A DISTANCE OF 311.16 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 76.6 ACRES, MORE OR LESS.

EXHIBIT "B" LEGAL DESCRIPTION ACCESS EASEMENT:

A 20.00 FOOT WIDE PERMANENT ACCESS EASEMENT LOCATED IN A PART OF LOT 2 IRREGULAR TRACT IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 5 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20 00 FOOT WIDE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 2, THENCE N01°53'42"W ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N88°07'33"E PARALLEL WITH AND 10 00 FEET DISTANCE FROM THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1282.25 FEET, THENCE S01°43'22"E PARALLEL WITH AND 10 00 FEET DISTANCE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 10 06 FEET TO THE POINT OF TERMINATION, THE SIDELINES OF SAID 20.00 FOOT WIDE PERMANENT ACCESS EASEMENT TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ANGLE POINT INTERSECTIONS.

**Grassland Reserve Program
Conservation Easement**

Easement No. **2011-0001**

This Conservation Easement Deed ("Deed"), made this 12 day of March, 2012, between Benson, L.L.C., a Nebraska limited liability company, and its successors, heirs, and assigns, ("Grantor") and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation, ("Grantee" or "United States"). Grantor and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service ("NRCS"), United States Department of Agriculture.

I. Recitals and Conservation Purposes

A. Grantor owns the property ("Property") located in Lancaster (County) of Nebraska (State) and legally described in Exhibit A attached hereto and made part of this Deed.

B. The grassland, forb, shrubland, wildlife habitat, and other natural characteristics of the Property (collectively referred to as "Conservation Values") as well as its state of improvement, are described in a Baseline Inventory Report ("Report") prepared by Grantee with the cooperation of Grantor and attached hereto at Exhibit B. The Report describes the condition of the Property as of the date of this Deed. The Report may be used by Grantee to assure that any future changes in the use of the Property are consistent with the terms of this Deed. However, this Report is not intended to preclude the use of other evidence to establish the condition of the Property at the time this Deed is executed.

C. Grantor intends that the grazing uses and related Conservation Values of the Property are to be protected. To effectuate this conservation purpose, Grantor intends to convey to Grantee the right to restore and conserve the grazing uses and related Conservation Values of the Property.

D. Acquisition of this Deed is authorized by the Grassland Reserve Program ("GRP"), sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended by the Food, Conservation, and Energy Act of 2008. The easement rights in the above-described lands are being acquired for administration by the Secretary of Agriculture through NRCS for the purposes of protecting grazing uses and related conservation values by restoring, enhancing, and conserving grassland, shrubland, forbs and wildlife habitat and biodiversity.

NOW THEREFORE, in consideration of the sum of One Hundred One Thousand Six Hundred Three and no cents Dollars (\$101,603.00), Grantor hereby grants and conveys with general warranty of title, to the United States and its assigns, an easement in the Property, including

development rights in access to the Property, as defined herein. It is the intent of Grantor to convey and relinquish all development rights to Grantee for the purpose of protecting the Conservation Values identified herein. This Deed shall constitute a servitude upon the Property so encumbered, shall run with the land, and shall bind Grantor, its heirs, successors, assigns, lessees, and any other person claiming under them.

Subject, however, to any valid rights of record.

The term of this easement is perpetual.

II. Purposes

The purpose of this Deed to protect the grazing uses and related Conservation Values on the Property by conserving, restoring and enhancing grassland, shrubland, forbs, wildlife habitat and biodiversity.

III. Permitted, Prohibited, Restricted and Reserved Activities

A. Grassland Uses of the Property. Grantor is permitted to graze, hay, harvest for seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including maintenance and necessary cultural practices, consistent with the provisions and conservation purposes of this Deed. As used in this Deed, the term "common grazing practices" means those practices customary to the region where the Property is located related to livestock grazing, and includes forage management and necessary cultural practices such as the infrastructure required to conduct livestock grazing on the Property. Grantor shall not hay, mow or harvest for seed during certain nesting seasons for birds whose populations Grantee determines are in significant decline. Such determinations shall be made in writing to the Grantor, or set forth within the GRP Management Plan on the Property (see paragraph IV. A.). The GRP Management Plan will be maintained by NRCS following NRCS conservation planning procedures.

B. Quiet Enjoyment. Grantor reserves for itself and its invitees the right of quiet use and enjoyment and the right to convey or lease the Property and restrict public access.

C. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act, including those prohibited or restricted herein, that is inconsistent with the purposes of this Deed

D. Crop Cultivation. Except for grazing uses permitted in paragraph III. A., the cultivation or production of crops, non-perennial forages for human or domestic animal consumption, or seed production is prohibited.

E. Non-Grassland Land Uses. The establishment of tree or shrub nurseries, fruit or nut producing trees, vineyards, tree farms or plantations, aquaculture ponds, or any activity that is inconsistent with maintaining grazing land, except as specifically permitted in this Deed or a restoration plan approved by NRCS, is prohibited.

F. Incidental Lands. Grantee may determine that the enrollment of certain incidental lands (including but not limited to ponds and woods) present on this Property at the time this Deed is executed and identified in the Report, may be necessary to facilitate the administration of the easement boundary. Grantor may utilize and maintain such incidental lands in a manner that is compatible with the purposes of this Deed, as determined by Grantee.

G. Topography. Altering the existing topography of the Property by digging, plowing, disking, or otherwise disturbing the surface is prohibited, unless Grantee determines such actions are necessary to restore and maintain the viability of grassland and related Conservation Values and provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of grazing uses and related Conservation Values, or unless otherwise specifically permitted by this Deed or the GRP Management Plan.

H. Waste. Dumping, collecting, recycling, or storing of trash, refuse, waste, sewage, or other debris is prohibited, except that animal waste may be applied on the Property as fertilizer as long as Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of the grazing uses and related Conservation Values.

I. Mining. The exploration, development, mining, or extraction of soil, sand, gravel, mineral, oil, gas, or any other hydrocarbon substance from the surface of the Property is prohibited. However, subsurface exploration and extraction of oil, gas, and minerals may be conducted utilizing techniques and methods that result in only a temporary disturbance to the surface of the soil, as determined by the Grantee, if Grantee also determines that such activities are consistent with conserving and maintaining the viability of grazing uses and related Conservation Values, and Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values, including, but not limited to, requiring that all structures are located beneath the soil surface and that any disturbed surface is restored promptly to grassland. Subsurface extraction of gas, oil, and minerals may be conducted by off-site methods (such as slant drilling) that do not impact the surface of the Property. Any extraction permitted pursuant to this paragraph shall be conducted in compliance with Federal, State and local regulations and permits.

J. Construction of Buildings, Livestock Facilities or Other Structures. The repair, maintenance, or replacement of existing corrals, livestock holding pens, windmills, barns, or other minor structures, as identified in the Report, necessary to conduct common grazing practices on the Property, are permitted at the same location and within the existing footprint of such structures. Construction of new buildings, livestock facilities, or other structures necessary to conduct common grazing practices on the Property may be permitted on the Property, if Grantee determines that such activities are consistent with the purposes of this easement to conserve and maintain the grazing uses and related Conservation Values, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values.

K. Watering Facilities. Grantor may maintain existing watering facilities (i.e., water tanks,

troughs, and dugout ponds) for livestock or wildlife in their current location as identified in the Report. Grantor may construct or place on the Property new watering facilities for livestock and wildlife if Grantee determines that such facilities are consistent with conserving and maintaining the grazing uses and related Conservation Values, and Grantee provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values.

L. Fences. Existing fences may be repaired or replaced and new fences may be built on the Property for the purposes of managing livestock in a manner that is customary in the region where the Property is located and consistent with the purposes of this Deed.

M. Roads and Impervious Surfaces. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, nor shall any road for access or other purposes be constructed. However, new roads necessary to conduct common grazing practices as permitted herein on the Property may be constructed with prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to maintain the viability of the grazing uses and related conservation values. Existing roads may be maintained and repaired in their current condition and within their existing footprint as identified in the Report. Maintenance and repair of existing roads shall not be construed to permit the paving of any existing road not already paved or otherwise covered in an impervious material

N. Tree Cutting. Trees may be cut to control insects and disease, prevent personal injury and property damage, obtain firewood for personal use, and construct fences as permitted herein, with prior written approval of Grantee.

O. Recreational Uses. Undeveloped, passive, recreational uses, such as hiking, camping, bird watching, hunting, and fishing are permitted as long as such uses, as determined by Grantee, do not impair the grazing uses and other Conservation Values

P. Motorized Vehicle Use. Motorized vehicle use on the Property is prohibited, except as necessary to carry out uses permitted herein on the Property. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

Q. Development Rights. The Property shall not be developed except as expressly permitted by this Deed. Subject to valid existing rights of record, all development rights associated with the Property are vested in Grantee. The Parties agree that these development rights are terminated and extinguished and may not be used on or transferred off of the Property to any other property or otherwise used.

R. Signs. Except for no trespassing signs, for sale signs, and signs identifying the owner of the Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size. The Parties agree that the United States has the right to erect and maintain signs on the Property for the purpose of identifying this easement.

S. Exotic Species. The introduction, cultivation, or use of exotic plant or animal species is

prohibited on the Property without prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to ensure the protection of the grassland resources and related Conservation Values referenced in this Deed.

T. Subdivision. The division, partition or subdivision of the Property is generally prohibited. However, Grantee may approve the division of the Property for reasons which Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. The terms of this Deed shall apply to any approved, subdivided parcels.

U. Utilities. The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Property, is prohibited, except as provided in this provision. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location as identified in the Report. The installation, repair, and maintenance of new underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance and are consistent with conserving and maintaining the grazing uses and related Conservation Values, and provides Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines are necessary. The construction or installation of wind, solar and other energy generation structures on the Property are permitted only when the Grantee determines, in its sole discretion, in advance and in writing, that such structures are consistent with conserving and maintaining the grazing uses and related Conservation Values.

V. Rights of Way. Rights-of-way are prohibited over, on, or below the Property, except the conveyance of rights-of-way by Grantor may be permitted under limited circumstances in the sole discretion of Grantee when Grantee determines that such a proposed action is consistent with the purposes of this Deed. Any permission granted under this provision must be in advance and in writing and may stipulate conditions in order to ensure protection of the grazing uses and related Conservation Values.

W. Water Rights. Grantor shall retain the right to use the water rights described in Exhibit C for the present and future use on the Property, as well as all wells, ditches, canals, headgates, springs, reservoirs, water allotments, and water rights of ways associated with the Property and identified in the Baseline Inventory Report. With the prior written approval of Grantee, Grantor may transfer, lease, sell, or otherwise separate a portion of those water rights from the Property that the Grantee determines are not necessary to ensure the function of the grazing operation and the protection of the grazing uses and related Conservation Values.

X. Restoration. In furthering the conservation purposes of this Deed, Grantor may restore grasses, forbs, and shrubs on the Property if approved in advance and in writing by Grantee. In addition, Grantee shall have the right to enter the Property to undertake, at its own expense or on a cost-share basis with Grantor or other entity, activities to restore, protect, manage, maintain, enhance, and monitor the grazing uses and related Conservation Values.

IV. Affirmative Duties: Planning Requirements

A. GRP Management Plan. The Parties agree that good resource management and land stewardship is important for present and future generations, for the protection and enhancement of grasses and other native and desirable, non-native vegetation on the Property, and in furtherance of its Conservation Values. Grantor agrees to implement a GRP Management Plan on the Property developed and approved by Grantor and NRCS, which describes the practices, measures, and other conditions necessary for restoring and maintaining the viability of grazing uses and related conservation values. Subsequent to recording of this Deed, the GRP Management Plan will be revised when necessary, as determined by NRCS or Grantor, to reflect any changes in the use of the Property that affect the viability of the grassland or other conservation values. The revised GRP Management Plan shall be developed and approved by Grantor and NRCS. The GRP Management Plan shall not include any provisions inconsistent with the purposes of this Deed.

B. Pest and Weed Control. Grantor is responsible for control of noxious weeds and pests according to Federal and State law.

V. Enforcement and Transfer

A. Enforcement.

1. Grantee has the right to prevent, correct, or require correction of violations of the terms of this Deed. Upon notification to the Grantor, Grantee or Grantee's agents may enter the Property to inspect for violations, including, but not limited to, assessing compliance with the GRP Management Plan or other plan described in Section IV above. However, notification by Grantee prior to entry is not required when the Grantee believes there may be a violation of the terms of this Deed. If Grantee finds a violation, Grantee may at its discretion take appropriate legal action in law or equity. Upon discovery of a violation, Grantee shall notify Grantor in writing of the violation. Except when an on going or imminent violation could, as determined by Grantee, seriously impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and 30 days to correct it before filing any legal action.
2. If Grantor fails to cure the violation within 30 days after receipt of a notice of violation, Grantee may bring an action in court to enforce the terms of this Deed, to enjoin the violation, and to require restoration of the Property to the condition that existed prior to any such injury. Where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in halting and correcting the violation, including but not limited to reasonable attorneys' fees.
3. Any delay by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to that violation. Moreover, any failure by Grantee to discover a violation of this Deed, or forbearance by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor, shall not be deemed a waiver by Grantee of such

rights with respect to any subsequent violation.

B. Transfer of Easement Ownership. Upon prior written consent from Grantor, the Secretary of the United States Department of Agriculture ("Secretary") may transfer this easement to an Easement Holder, subject to the right to inspect the Property periodically and the terms set forth below. The Easement Holder must be a State agency, local government, Indian tribe or private conservation or land trust organization which, at the time of transfer, is a qualified organization under 16 U.S.C. 3838q that the Secretary determines has the appropriate authority, expertise, and relevant experience necessary to administer an easement on grassland, and resources necessary to assume title ownership to this easement.

1. In the event that the Easement Holder fails to enforce the terms of this easement, as determined in the discretion of the Secretary, the Secretary, his or her successors and assigns, shall have the right to enforce the terms of this easement through any and all authorities available under Federal or State law.
2. The Easement Holder may only transfer this easement to another qualified public or private entity as provided for under 16 U.S.C. 3838q(b) as that statute reads on the day that this Deed is executed, and the Grantor consents to the transfer
3. Should this easement be transferred pursuant to this provision, all warranties and indemnifications provided for in this Deed shall continue to apply to the United States. Subsequent to the transfer of this easement, the Easement Holder shall be responsible for conservation planning and implementation, and will adhere to the NRCS Field Office Technical Guide for maintaining the viability of grazing uses and related Conservation Values.
4. Due to the Federal interest in this Deed, this Deed cannot be subject to condemnation without the permission of the United States.

VI. General Terms

A. Access. No public access is conveyed by this Deed. Grantor maintains the right and obligation to prevent trespass and control access by the public pursuant to Federal and State law, provided that Grantee has the right of ingress and egress to the Property over Grantor's property, whether or not Grantor's property is adjacent to or appurtenant to the Property, for the exercise of Grantee's rights under this Deed. The authorized representatives of Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.

B. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way affect any existing obligations of Grantor as the owner of the Property. For example:

1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property

C. Rights Acquired. The property rights of the United States acquired under this Deed shall be unaffected by any subsequent amendments to or repeal of the Grassland Reserve Program. If Grantor receives consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be effective upon payment of the first installment.

D. Subsequent Conveyances. Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time the transfer is consummated. Grantor and its successors and assigns shall specifically refer to this Deed in any subsequent lease, deed, or other instrument by which any interest in the Property is conveyed.

E. Subsequent Liens. No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Deed.

F. Severability. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.

G. Rules of Construction. This Deed shall be interpreted under the laws of the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of Grantee so as to preserve the conservation values of the Property and to give maximum effect to the purposes of this Deed.

H. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the

Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Material contributed after this date to the Property by Grantee.

I. General Indemnification. Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

J. Notices. Any notices required by this Deed shall be in writing and personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee.

K. No Merger. If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

L. Acceptance. The signature below of Grantee's authorized representative constitutes acceptance of the rights and responsibilities conveyed by this Deed to the United States

M. Captions. The captions used in this Deed have been inserted solely for convenience of reference. They are not part of this Deed and shall have no effect upon its interpretation.

N. Rights and Obligations. All provisions of this Deed apply to Grantor or Grantee and their respective agents, heirs, executors, administrators, assigns, and any other successors.

TO HAVE AND TO HOLD, this Conservation Easement Deed is granted to the United States of America and assigns. Grantor covenants that it is vested with good title to the Property and shall warrant and defend the same on behalf of the United States against all claims and demands. Grantor covenants to comply with the terms and conditions enumerated in this Deed governing use of the Property, and adjacent lands owned by the Grantor used for access to the Property, and to refrain from any activity that is restricted, prohibited, or inconsistent with the purposes of this Conservation Easement Deed.

Dated this 6 day of March, 2012.

Landowner(s) Wayne C. Benson, Member
Wayne C. Benson, Member

ACKNOWLEDGEMENT

State of Nebraska

County of Lincoln

The foregoing instrument was acknowledged before me this March 6, 2012 by
(date)

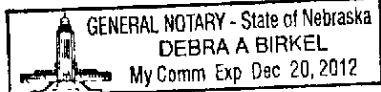
Wayne C. Benson, member (or agent) on behalf of
(name of acknowledging member or agent)

Benson, L.L. C., a limited liability company.
(name of limited liability company)

Debra A. Birkel
Notary Public signature

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)



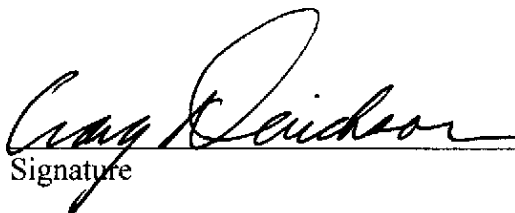
Debra A. Birkel
Notary Public

Notary Public for the State of Nebraska
Residing at Lincoln NE
My Commission Expires: 12-20-2012

ACCEPTANCE BY GRANTEE:

I Craig Derickson (name), State Conservationist (title) being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 21st day of June, 2012


Signature

This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title II, Subtitle J – Miscellaneous Conservation Provisions).

EXHIBIT "A" LEGAL DESCRIPTION EASEMENT AREA:

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 5 EAST OF THE SIXTH P M , LANCASTER COUNTY, NEBRASKA TOGETHER WITH PART OF LOT 2 IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER TOGETHER WITH PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 18, TOWNSHIP 9 NORTH, RANGE 5 EAST OF THE SIXTH P.M , LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF SOUTHWEST QUARTER SECTION 7, THENCE S01°42'56"E ON THE EAST LINE OF SAID SOUTH HALF SOUTHWEST QUARTER SECTION 7, A DISTANCE OF 1320.30 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION 18; THENCE S01°44'15"E ON THE EAST LINE OF SAID NORTHWEST QUARTER SECTION 18, A DISTANCE OF 500.00 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE; THENCE SOUTHEASTERLY ON SAID EXISTING FENCE LINE AS FOLLOWS: S01°40'59"E 498.16 FEET, S01°33'16"E 410.77 FEET, S01°50'25"E 383.81 FEET, S01°51'47"E 500.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18; THENCE S01°44'15"E ON SAID EAST LINE SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18, A DISTANCE OF 350.00 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE. SAID POINT BEING 4.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18; THENCE SOUTHWESTERLY ON AN EXISTING FENCE LINE AS FOLLOWS: S87°54'44"W 499.32 FEET, S88°11'19"W 499.73 FEET, S88°02'29"W 322.80 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18; THENCE N01°43'22"W ON THE WEST LINE OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER SECTION 18, A DISTANCE OF 1321.15 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER NORTHWEST QUARTER, THENCE N88°27'25"E ON AN EXISTING FENCE LINE, A DISTANCE OF 334.05 FEET; THENCE N47°53'48"E, A DISTANCE OF 272.67 FEET, THENCE N39°52'50"E, A DISTANCE OF 236.83 FEET, THENCE N02°25'17"W, A DISTANCE OF 144.90 FEET; THENCE N07°26'44"E, A DISTANCE OF 487.96 FEET, THENCE N14°52'20"E, A DISTANCE OF 102.04 FEET, THENCE N31°29'13"E, A DISTANCE OF 83.02 FEET, THENCE N03°22'21"W, A DISTANCE OF 229.10 FEET; THENCE N01°18'53"W, A DISTANCE OF 265.54 FEET, THENCE N17°09'10"W, A DISTANCE OF 279.20 FEET; THENCE N00°14'46"W, A DISTANCE OF 149.71 FEET; THENCE N81°26'41"W, A DISTANCE OF 301.22 FEET; THENCE N11°20'36"E, A DISTANCE OF 474.39 FEET; THENCE S72°14'48"E, A DISTANCE OF 285.39 FEET, THENCE N72°32'23"E, A DISTANCE OF 81.01 FEET; THENCE N26°41'40"E, A DISTANCE OF 163.47 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTH HALF SOUTHWEST QUARTER SECTION 7; THENCE N88°07'41"E ON SAID NORTH LINE, A DISTANCE OF 311.16 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 76.6 ACRES, MORE OR LESS.

EXHIBIT "B" LEGAL DESCRIPTION ACCESS EASEMENT:

A 20.00 FOOT WIDE PERMANENT ACCESS EASEMENT LOCATED IN A PART OF LOT 2 IRREGULAR TRACT IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 5 EAST OF THE SIXTH P.M., LANCASTER COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT WIDE PERMANENT ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N01°53'42"W ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N88°07'33"E PARALLEL WITH AND 10.00 FEET DISTANCE FROM THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1282.25 FEET; THENCE S01°43'22"E PARALLEL WITH AND 10.00 FEET DISTANCE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 10.06 FEET TO THE POINT OF TERMINATION, THE SIDELINES OF SAID 20.00 FOOT WIDE PERMANENT ACCESS EASEMENT TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ANGLE POINT INTERSECTIONS

EXHIBIT B

Grassland Reserve Program - Baseline Inventory

Benson LLC

Overview

This GRP parcel is located on Steinauer soils, typically 9-12% slopes, flattening out towards the western edge. Parent material is calcareous till and this series is correlated to the (draft) Limy Upland ecological site. Soil cores exhibited slight to no effervescence in the top ~10", with slight to moderate response below

Current management consists only of a single haying, typically mid-August, although the landowner indicated that he may incorporate grazing in the near future. The 2011 haying occurred the third week of August, so regrowth on warm-season natives was largely absent at the time of inventory.

Methods

A single 150' transect was established to conduct LPI and production plots. LPI was based on NRI protocol, with canopy/basal/surface hits recorded at 3ft intervals. Five 1.92ft² direct-harvest production plots were clipped by species on Line #1 at the 15, 45, 75, 105, and 135 marks. Both data sets were entered into DIMA. A 70% utilization value was used for reconstruction, partly due to the shorter stature of the dominant brome compared to typical height/biomass of native tall-grasses.

Observations

Overall, the parcel appears to be brome-dominated, but with pockets of intermixed native/brome scattered throughout. Encroachment of cedars and smooth sumac is taking place, but never severe within the hayed portion. Visual observation of adjacent draws indicate that the LPI may be somewhat skewed towards brome, presumable due to disproportionate removal of elevated native biomass during swathing.

Preliminary production measurements show annual production at 3,426lbs/ac, with smooth brome (BRIN2), big bluestem (ANGE), tall dropseed (SPCO), and little bluestem (SCSC) comprising the bulk of the herbaceous biomass. The operator (Todd Eggerling) indicated a 2T/ac yield from the last haying. This ~15% difference in production estimates implies that these preliminary numbers are in the ballpark.



Figure 1 Transect #1 (BRIN2/SPCO dominant, ANGE interspersed)



Figure 2 Transect #2 (intermixed BRIN2/SCSC)



Figure 3 Cedars along GRP boundary (looking NNE towards SE corner of adjacent cropland)



Figure 4 Head of southernmost draw



Figure 5: Looking WNW towards NW corner (mapped as Loamy Overflow)



Figure 6: Typical appearance of an area with encroaching cedar

Summary

Some cedar encroachment was noted in areas along the eastern boundary, but did not appear significant in any area. Smooth sumac is also encroaching to a lesser extent. Although cedar encroachment is not currently severe, cedars established in unhayed areas will continue to contribute to this problem. The landowner expressed interest in cedar removal, but site stability of the steeper slopes within these drainages should be a consideration if brush management is applied.

Line #2, in particular, was established in an area with better native representation with the intention that future monitoring might indicate a longer-term trend direction with regard to brome/native competition.

A "follow-up" baseline inventory is planned for July 2012 (prior to the annual haying operation) to conduct LPI and true 10-plot double-sampling production measurements on both lines to better capture vegetative conditions. Depending on 2012 observations, a third transect may be established on the Clayey Upland portion in the southeastern corner, and/or expanded woody plots added in areas with cedar encroachment.