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CCC-111  
(05-02-91)

U.S. Department of Agriculture  
Commodity Credit Corporation

**CONSERVATION EASEMENT DEED  
CONSERVATION RESERVE PROGRAM**

County Office Address and Telephone Number: Douglas County ASCS Office Box 130 Elkhorn, NE 68022 (402) 289-2561	ASCS Farm No.:	1843
	CRP Contract No.:	34
	County of:	Douglas
Current month, day, and year:	State of:	Nebraska

THIS CONSERVATION EASEMENT, is made this 12th day of February, 1992, by and between Bruhn's Packing Company whose address is P.O. Box 536, Elkhorn, NE 68022 (hereafter referred to as the "Grantor"), and the Commodity Credit Corporation (hereinafter referred to as "CCC"), an instrumentality of the United States Department of Agriculture. The Landowner and the CCC are jointly referred to as the "Parties".

This conveyance is in conjunction with a Conservation Reserve Program Contract No. 34

FOR AND IN CONSIDERATION of the above referenced CRP contract, and/or other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner does hereby grant and convey, with general warranty of title, a conservation easement with appurtenant rights of access to the Commodity Credit Corporation (CCC), an instrumentality of the United States Department of Agriculture, on and over the Property described in Part I-C of this document. By this easement, the Landowner covenants compliance with the terms and conditions herein enumerated for the use of lands, and will refrain from any activity which is prohibited hereunder or which is inconsistent with achieving the conservation purposes of this easement or with the exercise of the rights granted to CCC herein.

**PART I - GENERAL TERMS**

- A. **Authority.** This easement is acquired by CCC under the authority of Title XII of the Food Security Act of 1985 (Public Law 99-198; 16 U.S.C. §§ 3831, et seq.), as amended by Subtitle C of Title XIV of the Food, Agriculture, Conservation, and Trade Act of 1990 (Public Law 101-624).
- B. **Purposes.** The purposes of this easement are to promote and assure that the conservation objectives of the Conservation Reserve Program are achieved and, in particular, to assure that the conversion of areas of highly erodible cropland and other areas covered by this easement to uses such as filterstrips, field windbreaks, shelterbelts, permanent wildlife habitat, living snow fences, grassed waterways, contour grass strips, salinity areas, and other similar or related conservation practices will be maintained for the period of the easement as specified in this document.
- C. **The Property Encumbered by this Easement.** As described herein, the Easement Area as described below is encumbered with the conservation easement provided for in this document. The Easement Farm as described below is encumbered, as provided for in this document, with a grant to the CCC of a right of access across the Easement Farm to the Easement Area (the Easement Area being part of the Easement Farm):
  - 1. **Easement Area.** The property encumbered by the conservation easement provided for in this document is the following property which is referred to herein as the "Easement Area": See Exhibit "A" attached.

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2. **Easement Farm.** In addition, the Easement Farm is encumbered with a right of access for/by CCC, as described herein, to the Easement Area. The Easement Farm is all of that land conveyed by Justus H. Bainbridge a/k/a Justus H. Bainbridge, Jr. and Ethel M.C. Bainbridge, husband and wife to the Landowner by deed dated 4-21-70, and recorded in Deed Book 1428, at page 295, in the land records of Douglas County (Borough, Parish, etc), and more specifically described as follows: See Exhibit "B" attached.

D. **Definitions.** For purposes of this easement:

1. "Conservation Plan of Operation" "(CPO)" means that plan which prescribes implementation measures for the Conservation Reserve Program contract referenced above. The CPO shall be on file and available for inspection at the county office of the USDA's Agricultural Stabilization and Conservation Service (ASCS) for the county identified above.
2. "Conservation Practice" means the following conservation practice(s) which will be required to be established and maintained under the terms of the Conservation Easement: (indicate filterstrips, field windbreaks, shelterbelts, permanent wildlife habitat, living snow fences, grassed waterways, contour grass strips, salinity areas, and other similar or related practice):

Permanent Wildlife Habitat

3. "Easement area" means that portion or portions of the Property upon which certain conservation practice(s) are required. The easement area is as generally depicted on Exhibit A which is attached to and incorporated into this easement. To the extent of any conflict with Exhibit A, the land descriptions in this document shall control.
  4. "Landowner" means the Grantor, who hereby asserts ownership of the record title to the Easement Area and Easement Farm, and shall also include such Grantor's heirs, successors and assigns.
  5. "Maintenance" means the maintenance of the Conservation Practice, including re-establishment of the Conservation Practice if deemed necessary or desirable by the CCC, or other maintenance as may be required under the provisions of this easement; provided further that the obligation of maintenance shall include an obligation to prepare the land on the Easement Farm as may be needed to allow for the access of CCC and its delegates which is provided for in this document.
  6. "Property" means all of the lands and appurtenant rights for the Easement Area and Easement Farm, which lands are described in Part I-C of this document.
- E. **Duration of Easement.** This easement will terminate at 12:00 noon on September 30, 2005. Upon termination, all right, title and interest in the Property conveyed by this easement shall revert in the Landowner and this easement shall cease to encumber the Property.
- F. **Access.** The Landowner by this easement grants to the CCC and its representatives, assigns and successors a right of access from a public road over the Easement Farm to the Easement Area. Such access shall be for any and all purposes necessary or desirable as determined by CCC, in the administration of this easement or the Conservation Reserve Program Contract as applied to the Property. Establishment and maintenance of such access shall be the responsibility of the Landowner and all costs shall be borne by the Landowner. Except, that CCC will pay, as determined by CCC, the fair market value of any loss of an annually planted crop destroyed by reason of actual use of the right of access by CCC, but only if the access provided by the landowner is designed to minimize such loss. The landowner is otherwise free to locate the place of access at such location as the landowner deems desirable, provided that such location is sufficient and suitable for the purpose, as determined by CCC, and may change such location from time to time. In

addition, to the maximum extent allowed by law, the CCC or its authorized representatives shall be afforded all rights-of-way and other rights of ingress and egress to the Easement Area and Easement Farm which the Landowner has over other properties as may be necessary or appropriate, as determined by CCC in the administration and enforcement of the easement and related rights, including the right of access granted herein to CCC. Such access as is established shall be sufficient for access of personnel, machinery and equipment as may be deemed needed by CCC to accomplish the purposes of this easement.

**PART II - COVENANTS BY THE LANDOWNER**

A. Prohibitions. Within the Easement Area unless approved by CCC in writing in accordance with the CPO--

1. No dwellings, barns, outbuildings shall be built.

2. No other structure may be built.

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Conservation Practices. Further:

1. Determination of Conservation Practices. The CCC shall determine the necessary and appropriate conservation practices on the Easement Area. These practices are delineated on the attached Exhibit A, which is appended to this easement and made a part thereof, subject to such further delineation by CCC as may be needed.

2. Conservation Plan of Operations. In addition to the Conservation Practices delineated on the attached Exhibit A, the Landowner shall abide by the provisions of the CPO prepared pursuant to the Conservation Reserve Program. In the event of a conflict or ambiguity between the CPO or the conservation practices prescribed by this easement, the provisions of this easement shall prevail.

3. Maintenance of Conservation Practice. Maintenance shall be as specified by the CCC or its delegates in Exhibit A, and also in accordance with the provisions of the CPO, and as needed to enforce this easement and accomplish its purposes, as determined by CCC. All costs involved in the establishment and maintenance of the conservation practices and the right of access granted to CCC herein, or otherwise incurred with respect to the maintenance of the property in accordance with this easement, shall, together with all other charges associated with the Property (including taxes), be the responsibility of the Landowner.

4. CCC Rights to Inspect Property and Perform Work on the Property. CCC and its authorized representatives may enter upon the Easement Area from time to time to:

- (a) inspect and insure compliance with the terms of the easement, and
  - (b) perform work on the property as may be necessary or desirable to establish or maintain the Conservation Practice or access to the Easement Area, which CCC deems desirable if: (1) the Landowner fails to establish or maintain the Conservation Practice or otherwise fails to comply with the terms of this easement, or (2) the CCC determines, in its discretion, to perform such work in lieu of the Landowner.
- C. CCC Rights Run with the Land and Bind the Landowner's Successors. Subject to any unsubordinated prior rights of record, the rights granted to CCC in this document run with the land and shall be superior to the rights of all others in the Property. All obligations of the Landowner under this Easement shall also bind the Landowner's heirs, successors and assigns.
- D. Use of the Easement Area. No use of the Easement Area may be made without the approval of the CCC, which approval shall be granted by CCC only to the extent such use is consistent with the terms of this Easement and the regulations governing the operation of the Conservation Reserve Program operated by the CCC.
- E. Violations. If there is any failure to provide access to the Easement Area, establish a conservation practice or perform maintenance, CCC or its authorized representatives may perform the work needed for such establishment or maintenance or may seek specific performance at law or may employ any other remedy available to it, and, in any case, all expenses of the CCC or the United States of America (including any legal fees or attorney fees) thereby incurred shall be charged against the Landowner. Such charges shall also be a charge against the Easement Area if the failure relates to the conservation measures or the Easement Farm if such failure relates to access to the Easement Area and shall constitute a lien on such land enforceable by foreclosure or other method in which case the chargeable fees and costs under this clause shall include all costs, including legal fees, associated with the lien, the foreclosure, and other collection expenses.
- F. Successors to CCC. Rights granted under this easement to the CCC shall accrue in its favor and in the favor of its successors of any kind.
- G. Covenants. The Grantor covenants that the Landowner is vested with the Property and will warrant and defend unto CCC the same against all claims and demands including, but not limited to, claims and demands against CCC's quiet and peaceable use and enjoyment of the Property and interest in the land herein granted.

IN WITNESS WHEREOF, the Landowner hereunto sets hand(s) and seal(s) on the day of year first written above.

BRUHN'S PACKING COMPANY,

NEBRASKA )  
          ) ss.  
DOUGLAS )

By Jacqueline E. Polan  
President

being duly sworn upon oath, says that he/she is the president of Bruhn's Packing Company; that he/she has read the above and foregoing document, and believes it to be true and correct to the best of his/her knowledge.

SUBSCRIBED and SWORN TO before me on this 12 day of February, 1992.

Patricia K. Koca  
Notary Public

**{Acknowledgment in accordance with State or Local Practice}**

ASCS Farm No.:	1843
County of:	Douglas
State of:	Nebraska
CRP Contract No.:	34



This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, marital status, or handicap.

## EXHIBIT "A"

Description of the Easement FARM is as follows:

The West One-Half (W 1/2) of the Northeast Quarter (NE 1/4), (except the East 132 feet of the North 363 feet thereof) and the East One-Half (E 1/2) of the Northwest Quarter of Section Two (2), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., in Douglas County, Nebraska, EXCEPT part of the West 269 feet of the North 710 feet of the NW E 1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska and part of the East 50 feet of the North 701 feet of the NW 1/4 of said Section 2 more closely described as: Beginning at the N 1/4 corner of Section 2, Township 15 North, Range 11 East, thence 90° E assumed bearing, along the North section line 263.0 feet, thence S 0° E 708.0 feet to the centerline of a creek, thence S 89° 8' W 102.45 feet to the centerline of the creek, thence N 72° 14' W 96.0 feet to the centerline of the creek, thence S 82° 37' W 100.0 feet to the center of the creek, thence S 70° 23' 20" W 21.23 feet to the center of the creek, thence N 0° 0' 20" E 700.13 feet to the North section line, thence S 89° 59' 40" E 50.00 feet to the Point of beginning.

NW 1/4 NE 1/4  
SW 1/4 NE 1/4  
NE 1/4 NW 1/4  
SE 1/4 NW 1/4

Description of the Eastment AREA is as follows:

Area 1 - From the Northwest corner of the easement farm at beginning Point A, East along the Southern edge of Fort Street a distance of 1,270 feet to a known property line, thence South approximately 410 feet, thence West 100 feet, thence North approximately 310 feet, thence West 1,170 feet to the known property line, thence North 100 feet to the beginning Point A, the area consisting of 3.4 acres.

Area 4 - From the Northwest corner of the easement farm, at Point A located at the Southern edge of Fort Street, South 607 feet to a beginning Point B, then East 172 feet, thence Southeasterly approximately 416 feet along the drainage-way to the confluence of a second drainageway, thence Southwesterly 554 feet along the drainageway to the property line, thence North 634 feet to the beginning Point B. The area known as ASCS field 4, consisting of approximately 3.3 acres.

Area 5 - From the Northwest corner of the easement farm, East along the Southern edge of Fort Street a distance of 1,589 feet to a beginning Point C on a known property line, thence an additional 919 feet East to a known property line, thence South 159 feet to the NRD maintenance fence, thence West 100 feet, thence North approximately 59 feet, thence West approximately 719 feet, thence South approximately 414 feet to the conservation pool EL. 1132.0 feet, thence West 100 feet to the property line, thence North 514 feet to the beginning Point C, the area consisting of 3.8 acres.

Area 10 - From the Northwest corner of the easement farm, at Point A located at the Southern edge of Fort Street, South 2,600 feet to the Southwest corner of the easement farm, thence 2,640 feet East to beginning Point D in the Southeast corner of the easement farm, thence North 180 feet along the East property line, thence West approximately 780 feet to a drainageway, thence South 180 feet along the drainageway, thence East 780 feet along the South property line to the beginning Point D, the area consisting of 3.1 acres.

Area 8 - From the Northwest corner of the easement farm, at Point A located at the Southern edge of Fort Street, South 1,848 feet to beginning Point E, thence Southeasterly 778 feet along the West side of drainageway to the South property line, thence West 138 feet to the Southwest corner of the easement farm, thence North 772 feet to beginning Point E, otherwise known as ASCS field number 8 consisting of 1.0 acres.

Area 13 - From the Northwest corner of the easement farm, at Point A located at the Southern edge of Fort Street, South 2,600 feet to the Southwest corner of the easement farm, East 178 feet along the South property line, thence North 180 feet along the East edge of drainageway, thence East 290 feet to a permanent terrace (Line #3), beginning Point F, thence Northeasterly along the terrace line #3 574 feet to the waterway, thence across the waterway, thence Northeasterly 455 feet, thence Southeasterly 455 feet along the terrace line to a second waterway, thence across the waterway, thence Northeasterly 383 feet, thence Southeasterly 370 feet, thence Northeasterly 238 feet along the terrace to the termination of the terrace line #3 approximately 2,501 feet from beginning Point F. Thence Southwesterly up the grade to the next highest terrace line #2 defined as reference Point M. Thence 300 feet downslope from reference Point M, thence Southeasterly along a line parallel to terrace line #2 and 300 feet below it until intersecting with a drainageway. Thence 218 feet Northeasterly along the West edge of the drainageway to a Point 420 feet below terrace #2, thence along a line in a Northwesterly direction 120 feet downslope from and parallel to the line defined by terrace line #2, and terrace line #3, thence in a Southwesterly direction parallel to terrace line #2 to a Point 180 feet North of the South property line. This area is known as ASCS field 13 consisting of 6.7 acres.

Area 15 - From the Northwest corner of the easement farm, at Point A located at the Southern edge of Fort Street, South 2,600 feet to the Southwest corner of the easement farm, thence East 185 feet along the South property line, thence North 180 feet along the East edge of the drainageway to beginning Point G, thence East 1,676 feet, thence South 180 feet along the West edge of a drainageway, thence West 1,584 feet along the South boundary line, thence North 180 feet to beginning Point G, this area known as ASCS field 15, consisting of 6.8 acres.

EXHIBIT "B"

West One-Half (W 1/2) of the Northeast Quarter (NE 1/4), (except the East 132 feet of the North 363 feet thereof) and the East One-Half (E 1/2) of the Northwest Quarter of Section Two (2), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., in Douglas County, Nebraska, and except that parcel conveyed to Wayne Thomas Fober by virtue of Quit Claim Deed filed December 9, 1991, and legally described as follows:

Part of the West 269 feet of the North 710 feet of the NE 1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, and part of the East 50 feet of the North 701 feet of the NW 1/4 of said Section 2 more closely described as: Beginning at the NW 1/4 corner of Section 2, Township 15 North, Range 11 East, thence 90° E assumed bearing, along the North section line 263.0 feet, thence S 0° E 708.0 feet to the centerline of a creek, thence S 89° 8' W 102.45 feet to the centerline of the creek, thence N 72° 14' W 96.0 feet to the centerline of the creek, thence S 82° 37' W 100.0 feet to the center of the creek, thence S 70° 23' 20" W 21.23 feet to the center of the creek, thence N 0° 0' 20" E 700.13 feet to the North section line, thence S 89° 59' 40" E 50 feet to the Point of beginning.

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GEORGE J. RUBLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE