

95.50
H
J3



**CONSERVATION EASEMENT AGREEMENT
(Preservation of Floodprone Area)**

THIS CONSERVATION EASEMENT AGREEMENT is entered into as of this _____ day of _____, 2006, by and between LINCOLN FEDERAL BANCORP, INC., ("Lincoln Federal"), and the CITY OF LINCOLN, NEBRASKA ("City") and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("NRD"), collectively referred to herein as the "Parties."

RECITALS

I.

Lincoln Federal is the owner in fee simple of Lot 42, Irregular Tract, (Lot 42) located in Section 30, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, including those portions thereof referred to herein as the "Lot 42 Easement Area." The Lot 42 Easement Area is more particularly described as follows:

Puu

A portion of Lot 42, Irregular Tract located in the East Half of Section 30, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of Lot 42, Irregular Tract, thence South 89° 52' 08" East a distance of 726.21 feet to the Point of Beginning, thence North 30° 47' 26" East a distance of 237.73 feet; thence North 26° 53' 30" East a distance of 321.77 feet; thence North 32° 48' 49" East a distance of 290.04 feet; thence North 18° 36' 01" West a distance of 109.73 feet; thence North 22° 24' 24" East a distance of 428.24 feet; thence North 39° 27' 10" East a distance of 99.01 feet; thence North 73° 34' 19" East a distance of 34.90 feet; thence North 77° 34' 19" East a distance of 34.90 feet; thence North 81° 34' 20" East a distance of 34.90 feet; thence North 06° 25' 40" West a distance of 129.99 feet; thence North 28° 16' 49" East a distance of 409.20 feet; thence North 75° 57' 49" East a distance of 47.88 feet; thence North 11° 41' 22" East a distance of 118.46 feet; thence North 42° 27' 53" West a distance of 76.37 feet; thence North 36° 44' 50" West a

Michelle - City Real Est.

distance of 208.00 feet; thence North 18° 53' 09" West a distance of 40.16 feet; thence South 90° 00' 00" East a distance of 159.00 feet; thence South 22° 57' 15" East a distance of 184.62 feet; thence North 71° 36' 29" East a distance of 291.91 feet; thence North 27° 49' 20" East a distance of 298.49 feet; thence North 39° 05' 59" East a distance of 56.59 feet; thence North 20° 47' 33" East a distance of 28.70 feet; thence southeast a distance of 102.81 feet along a non-tangential curve concave northeast having a radius of 428.12 feet and a central angle of 13° 45' 35"; thence South 29° 03' 35" West a distance of 552.94 feet; thence South 33° 00' 42" West a distance of 160.39 feet; thence South 26° 33' 54" West a distance of 78.26 feet; thence South 45° 59' 16" West a distance of 74.91 feet; thence South 04° 32' 38" West a distance of 48.74 feet; thence South 11° 09' 15" West a distance of 6.83 feet; thence South 17° 21' 46" West a distance of 4.35 feet; thence South 20° 14' 37" West a distance of 33.48 feet; thence South 26° 08' 04" West a distance of 22.00 feet; thence South 29° 03' 35" West a distance of 87.62 feet; thence South 29° 08' 02" West a distance of 40.14 feet; thence South 28° 48' 33" West a distance of 11.83 feet; thence South 29° 03' 35" West a distance of 216.74 feet; thence South 34° 07' 45" West a distance of 903.63 feet; thence South 29° 12' 17" West a distance of 604.88 feet; thence North 89° 55' 50" West a distance of 121.57 feet to the Point of Beginning. And, also:

A portion of Lot 42, Irregular Tract, (Lot 42) located in the East Half of Section 30, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of Lot 42, Irregular Tract, thence South 06° 22' 19" East a distance of 63.10 feet; thence South 68° 51' 51" West a distance of 153.99 feet; thence South 14° 57' 45" West a distance of 57.38 feet; thence South 89° 55' 40" West a distance of 65.30 feet; thence west a distance of 159.41 feet along a non-tangential curve concave north having a radius of 366.54 feet and a central angle of 24° 55' 06"; thence North 20° 49' 43" East a distance of 38.98 feet; thence North 33° 12' 23" East a distance of 65.73 feet; thence North 75° 19' 02" East a distance of 188.41 feet.

II.

Lincoln Federal is the owner in fee simple of Lot 43, Irregular Tract, (Lot 43) located in the Southwest Quarter of Section 30, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, including those portions thereof referred to herein as the "Lot 43 Easement Area." The Lot 43 Easement Area is more particularly described as follows:

A portion of Lot 43, Irregular Tract located in the Southwest Quarter of Section 30, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of Lot 43, Irregular Tract thence North 00° 02' 58" East a distance of 549.92 feet; thence North 87° 51' 04" East a distance of 0.47 feet; thence North 87° 27' 08" East a distance of 57.77 feet;

thence North 62° 39' 01" East a distance of 195.90 feet; thence North 75° 03' 04" East a distance of 213.22 feet; thence North 57° 48' 01" East a distance of 157.64 feet; thence North 30° 02' 40" East a distance of 310.79 feet; thence South 89° 55' 50" East a distance of 121.17 feet; thence North 87° 36' 51" East a distance of 0.00 feet; thence South 29° 12' 10" West a distance of 23.21 feet; thence South 02° 21' 47" West a distance of 24.49 feet; thence south a distance of 103.00 feet along a tangential curve concave east having a radius of 56.35 feet and a central angle of 104° 43' 13"; thence North 77° 38' 34" East a distance of 58.14 feet; thence South 87° 30' 44" East a distance of 88.38 feet; thence South 71° 59' 35" East a distance of 139.85 feet; thence South 49° 57' 18" East a distance of 358.87 feet; thence South 73° 23' 53" East a distance of 170.43 feet; thence South 67° 56' 03" East a distance of 159.48 feet; thence South 25° 06' 19" East a distance of 103.56 feet; thence South 15° 05' 09" East a distance of 72.44 feet; thence south a distance of 185.01 feet along a tangential curve concave east having a radius of 107.08 feet and a central angle of 98° 59' 43"; thence North 65° 55' 08" East a distance of 179.00 feet; thence North 48° 17' 25" East a distance of 611.07 feet; thence South 00° 02' 06" East a distance of 274.12 feet; thence North 63° 09' 38" West a distance of 12.07 feet; thence South 49° 06' 11" West a distance of 154.27 feet; thence South 27° 51' 57" West a distance of 35.07 feet; thence South 01° 31' 16" East a distance of 90.03 feet; thence South 46° 30' 58" East a distance of 59.80 feet; thence South 70° 03' 52" East a distance of 65.60 feet; thence South 58° 50' 34" East a distance of 42.67 feet; thence South 00° 02' 07" East a distance of 128.94 feet; thence North 56° 31' 36" West a distance of 179.06 feet; thence South 86° 35' 59" West a distance of 155.56 feet; thence North 45° 17' 05" West a distance of 138.28 feet; thence South 59° 32' 43" West a distance of 14.81 feet; thence South 63° 50' 37" West a distance of 276.26 feet; thence North 69° 47' 04" West a distance of 610.61 feet; thence South 88° 52' 44" West a distance of 204.43 feet; thence South 58° 23' 16" West a distance of 93.48 feet; thence South 45° 57' 03" West a distance of 176.76 feet; thence South 71° 28' 17" West a distance of 185.98 feet; thence South 59° 48' 59" West a distance of 113.37 feet; thence South 66° 18' 22" West a distance of 291.15 feet; thence North 86° 26' 34" West a distance of 410.84 feet to the Point of Beginning.

III.

Lincoln Federal is the owner in fee simple of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and Lot 46, Irregular Tract, located in Section 30, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, including those portions thereof referred to herein as the "SE 1/4 SW 1/4 and Lot 46 Easement Area." The SE 1/4 SW 1/4 and Lot 46 Easement Area is more particularly described as follows:

A portion of the Southeast Quarter of the Southwest Quarter and a portion of Lot 46 located in Section 30, Township 9 North, Range 7 East of the Sixth Principal Meridian, in Lancaster County, Nebraska, more particularly described as follows:

NKA L49 SW 1/4 30-9-7

Commencing at the southwest corner of Section 30, Township 9 North, Range 7 East, thence S 89 deg. 46 min. 44 sec. E a distance of 1319.50 feet; thence N 00 deg. 01 min. 35 sec. E a distance of 56.00 feet to the point of beginning; thence N 00 deg. 07 min. 34 sec. E a distance of 238.19 feet; thence N 52 deg. 52 min. 03 sec. E a distance of 57.14 feet; thence N 04 deg. 17 min. 21 sec. E a distance of 99.52 feet; thence N 21 deg. 37 min. 34 sec. E a distance of 100.41 feet; thence N 22 deg. 09 min. 06 sec. E a distance of 32.44 feet; thence N 06 deg. 45 min. 09 sec. W a distance of 291.88 feet; thence N 08 deg. 53 min. 25 sec. W a distance of 18.73 feet; thence N 09 deg. 31 min. 33 sec. W a distance of 40.81 feet; thence N 06 deg. 29 min. 23 sec. W a distance of 40.85 feet; thence N 03 deg. 28 min. 58 sec. W a distance of 40.84 feet; thence N 00 deg. 23 min. 14 sec. W a distance of 40.80 feet; thence N 02 deg. 36 min. 41 sec. E a distance of 40.84 feet; thence N 05 deg. 40 min. 02 sec. E a distance of 40.82 feet; thence N 08 deg. 41 min. 01 sec. E a distance of 40.85 feet; thence N 11 deg. 44 min. 12 sec. E a distance of 40.82 feet; thence N 10 deg. 52 min. 55 sec. E a distance of 20.81 feet; thence N 06 deg. 10 min. 22 sec. E a distance of 20.83 feet; thence N 01 deg. 19 min. 32 sec. E a distance of 20.85 feet; thence N 03 deg. 30 min. 41 sec. W a distance of 20.82 feet; thence N 08 deg. 11 min. 01 sec. W a distance of 20.82 feet; thence N 13 deg. 00 min. 06 sec. W a distance of 20.83 feet; thence N 17 deg. 48 min. 22 sec. W a distance of 20.85 feet; thence N 22 deg. 34 min. 34 sec. W a distance of 20.82 feet; thence N 24 deg. 55 min. 47 sec. W a distance of 115.02 feet; thence N 65 deg. 04 min. 38 sec. E a distance of 100.00 feet; thence S 24 deg. 56 min. 13 sec. E a distance of 114.99 feet; thence S 22 deg. 49 min. 08 sec. E a distance of 25.94 feet; thence S 18 deg. 31 min. 53 sec. E a distance of 25.91 feet; thence S 14 deg. 18 min. 48 sec. E a distance of 25.92 feet; thence S 10 deg. 06 min. 50 sec. E a distance of 25.90 feet; thence S 05 deg. 52 min. 11 sec. E a distance of 25.94 feet; thence S 01 deg. 35 min. 59 sec. E a distance of 25.92 feet; thence S 02 deg. 40 min. 06 sec. W a distance of 25.91 feet; thence S 06 deg. 52 min. 12 sec. W a distance of 25.93 feet; thence S 11 deg. 11 min. 26 sec. W a distance of 25.92 feet; thence S 11 deg. 45 min. 25 sec. W a distance of 35.51 feet; thence S 08 deg. 41 min. 44 sec. W a distance of 35.56 feet; thence S 05 deg. 37 min. 20 sec. W a distance of 35.52 feet; thence S 02 deg. 40 min. 05 sec. W a distance of 35.53 feet; thence S 00 deg. 26 min. 40 sec. E a distance of 35.53 feet; thence S 03 deg. 26 min. 53 sec. E a distance of 35.52 feet; thence S 06 deg. 27 min. 47 sec. E a distance of 35.51 feet; thence S 09 deg. 32 min. 40 sec. E a distance of 35.54 feet; thence S 08 deg. 55 min. 04 sec. E a distance of 26.23 feet; thence S 06 deg. 45 min. 09 sec. E a distance of 115.26 feet; thence S 06 deg. 45 min. 17 sec. E a distance of 181.61 feet; thence N 89 deg. 58 min. 48 sec. E a distance of 189.47 feet; thence S 89 deg. 16 min. 04 sec. E a distance of 115.96 feet; thence N 84 deg. 01 min. 32 sec. E a distance of 110.90 feet; thence N 50 deg. 31 min. 43 sec. E a distance of 243.54 feet; thence N 32 deg. 09 min. 29 sec. E a distance of 491.11 feet; thence S 69 deg. 23 min. 15 sec. E a distance of 16.35 feet; thence S 26 deg. 31 min. 29 sec. W a distance of 219.44 feet; thence S 02 deg. 02 min. 26 sec. E a distance of 29.03 feet; thence S 18 deg. 38 min. 14 sec. W a distance of 80.22 feet; thence S 64 deg. 38 min. 31 sec. E a distance of 62.92 feet; thence N 87 deg. 50 min. 52 sec. E a distance of 302.78 feet; thence S 00 deg. 02 min. 48 sec. W a distance of 549.94 feet; thence N 86 deg. 25 min. 49 sec. W a

distance of 131.16 feet; thence S 64 deg. 08 min. 20 sec. W a distance of 458.41 feet; thence S 88 deg. 55 min. 28 sec. W a distance of 94.70 feet; thence S 88 deg. 26 min. 04 sec. W a distance of 78.10 feet; thence S 88 deg. 04 min. 11 sec. W a distance of 50.80 feet; thence S 87 deg. 43 min. 04 sec. W a distance of 169.25 feet; thence S 88 deg. 19 min. 09 sec. W a distance of 112.78 feet; thence S 88 deg. 52 min. 18 sec. W a distance of 78.95 feet; thence S 89 deg. 21 min. 32 sec. W a distance of 90.23 feet; thence S 89 deg. 54 min. 41 sec. W a distance of 101.51 feet to the point of beginning of the land to be described.

IV.

The Lot 42 Easement Area, Lot 43 Easement Area, and the SE 1/4 SW 1/4 and Lot 46 Easement Area are hereinafter collectively referred to as the Combined Easement Area.

V.

The Combined Easement Area is generally located within the 100-year floodprone area as designated in the Southeast Upper Salt Creek Watershed Master Plan dated October 2003. The Combined Easement Area is shown on the attached Exhibit A, which is made a part of this agreement by this reference.

VI.

The City and NRD desire to acquire and Lincoln Federal is willing to convey a permanent Conservation Easement to preserve the flood storage capacity and other natural resources over the Combined Easement Area.

VII.

The City and NRD are authorized to accept and hold this Conservation Easement under the terms of this Agreement and the Conservation and Preservation Easements Act, Neb. Rev. Stat. §§ 76-2,111 through 76-2,118 (the "Act"). This conveyance is made pursuant to the Act.

NOW, THEREFORE, in consideration of ONE HUNDRED EIGHTY THOUSAND, THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS, (\$180,375.00), and other good and valuable consideration, as set forth in the Settlement Agreement (to which this Agreement is attached as Exhibit 2), Lincoln Federal hereby grants and conveys to City and NRD for their benefit and the benefit of the public a conservation easement over the Combined Easement Area to restrict the use of the Combined Easement Area to open space to protect and preserve the floodprone area, drainageway, wetlands, and tree masses that occur on the land, to protect other water resources and

biologic resources of the floodprone area as identified on Exhibit B, and to restrict development and future use of the Combined Easement Area that will significantly impair or interfere with the open space values and natural resources of the Combined Easement Area.

The terms, conditions, and covenants of the conservation easement hereby created are as follows:

1. Use of Combined Easement Area.

A. General Compatible Uses. The Combined Easement Area shall be used only for the purposes compatible with open space, recreational (including exercising by people and their pets), or wetlands management practices, except that areas historically in agricultural use within ten (10) years of the date the easement is acquired may continue in such use. In addition, notwithstanding subsection B, "Non-Compatible Uses," below, the following uses are compatible with the purposes of the Combined Easement Area, provided that the uses are approved in advance by the Director of Public Works and Utilities and that the Combined Easement Area is restored following disturbance to the maximum extent practicable.

- i. Roadway or utility crossings necessary for the functional use of adjacent lands constructed in accordance with the flood regulations.
- ii. Public sanitary sewer lines generally along the stream alignment necessary for the functional use of adjacent lands.
- iii. Trails or other public or private recreational or educational components and activities.
- iv. Stream rehabilitation and water quality projects.
- v. Protection, maintenance and enhancement of the Combined Easement Area.
- vi. Combined Easement Area rehabilitation necessary to protect and/or restore the natural resources listed in Exhibit B.
- vii. Removal of dead, diseased or dangerous trees or shrubs.
- viii. Temporary access and construction easements to allow installation, maintenance, repair and replacement of utilities and fences abutting the Combined Easement Area.
- ix. Storm drain and outlet improvements conforming to the City's design standards necessary for the functional drainage of uses of adjacent lands.
- x. Control or removal of insects, pests and other matters that are a danger to public health while conserving the function of the Combined Easement Area.

- xi. Stormwater storage facilities shown on Exhibit D provided the facilities meet City of Lincoln regulations and design standards for stormwater detention and do not adversely impact the tree masses and/or other natural resources listed in Exhibit B.
- xii. Other uses compatible with the purposes of the Conservation Easement.

B. Non-Compatible Uses. The following uses and practices, although not an exhaustive recital of the inconsistent uses and practices, are inconsistent with the purposes of this Conservation Easement and shall be prohibited within the Combined Easement Area:

- i. Construction or placing of roadways, buildings, camping accommodations, or mobile homes, fences, commercial signs, billboards or other advertising material, or any other structure;
- ii. Filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals, or other materials;
- iii. Building of roads, or changing in the topography of the land in any manner excepting the maintenance of the items described in subsection A above or any work approved by the City;
- iv. Dumping of ashes, trash, garbage, or other unsightly or offensive material;
- v. Changing the topography of the land by placing of soil or other substances or materials such as landfill or dredging spoils;
- vi. Commercial and residential development of any nature;
- vii. Intentional human introduction of non-native plant or animal species which may compete with and result in decline or elimination of native animal species, except for non-native plants approved in advance by the Directors of Public Works and Utilities and Parks and Recreation;
- viii. Operation of motorized vehicles except as necessary in the use of the area as provided herein;
- ix. The broadcast application of pesticides, herbicides, and insecticides at any time, except for that which is needed for areas historically in agricultural use at the time this easement is acquired. Spot application of pesticides and herbicides for the control of noxious weeds as provided by state law will be permitted;
- x. Cultivation, planting, or drilling of row crops, small grains, and forages, such as alfalfa and forage sorghum within areas not historically in agricultural use within ten (10) years of the acquisition of this easement;

- xi. Removal of tree masses;
- xii. Unreasonable sedimentation of the Combined Easement Area due to grading or construction activities outside the Combined Easement Area. Erosion and sediment control measures for grading and construction conducted in accordance with a federal, state, or local stormwater discharge permit shall be deemed reasonable;
- xiii. Any other act which would be detrimental to functionality of the floodplain within the Combined Easement Area.

C. Specific Permitted and Prohibited Uses and Practices. Notwithstanding subsections A (General Compatible Uses) and B (Non-Compatible Uses) above, the following specific uses and practices associated with the proposed future development of Lot 42, Lot 43, and the SE 1/4 SW 1/4 (hereinafter "Property") are permitted or prohibited within the Combined Easement Area as provided below:

- i. Drainageway A. A 20-foot wide public trail easement is anticipated to be granted to the City when the Property is final platted. The trail generally will run northwest to southeast along the west side of Drainageway A from Yankee Hill Road and shall not be located within the Combined Easement Area, as shown on Exhibit C.
- ii. Drainageway B.
 - (1) A 20-foot wide outlot is anticipated to be platted adjacent to the residential lots abutting the Combined Easement Area along the west side of a portion of Drainageway B, as shown on Exhibit C. The 20-foot wide outlot may extend up to 20 feet into the Combined Easement Area and such area within the Combined Easement Area may be planted and maintained with turf grass or ornamental landscaping provided the boundary furthest away from the residential lots is demarcated by permanent boundary markers or landscaping acceptable to both parties at Lincoln Federal's own cost and expense.
 - (2) Sanitary Sewer Easement. A 30-foot wide sanitary sewer easement for a 15-inch public sanitary sewer main shall be shown in any preliminary plat, community unit plan, or use permit of the Property running along the west side of the northern reach of Drainageway B. To the maximum extent practicable, the sanitary sewer easement

may be located within the Combined Easement Area, except that the sanitary sewer easement shall be shown outside of the Combined Easement Area and within the street system west of the southern reach of Drainageway B, as shown on Exhibit C.

- (3) The 20-foot wide dedicated trail easement generally will run south along the west side of Drainageway B to the half mile-line street (identified as Wilderness Hills Boulevard on Exhibit D). The trail will cross Drainageway B at this location and proceed generally south along the east side of Drainageway B, as generally shown on Exhibit C. However, after crossing Drainageway B, the trail may be on the Combined Easement Area, or may be on the Lot 41 Easement Area depending upon the final trail location.
- (4) Final Approval of Trail and Sanitary Sewer Easements. The actual location of the above-described trail and sanitary sewer easements shall be subject to City approval.

iii. Drainageway C.

- (1) A 20-foot wide outlot is anticipated to be platted adjacent to the residential lots abutting the Combined Easement along Drainageway C. The 20-foot wide outlot may extend up to 20 feet into the Combined Easement Area along Drainageway C and such area within the Combined Easement Area may be planted and maintained with turf grass and/or ornamental landscaping provided the boundary furthest away from the residential lots is demarcated by permanent boundary markers and landscaping acceptable to the parties at Lincoln Federal's own cost and expense.
- (2) Sanitary Sewer and Trail Easements. The sanitary sewer easement described in ii. above will cross Drainageway C at the proposed north/south roadway connection to Rokeby Road. The trail easement described in ii. above will cross Drainageway C at a point to be determined at the time of platting. The location of the trail heading east to South 40th Street may be revised during the time of platting to be within the Combined Easement Area or within the Lot 41 Easement Area, once the most practicable location has been determined to facilitate an underpass at South 40th Street. The sewer and trail easements will run along the south side of

Drainageway C, both west to South 27th Street and East to South 40th Street. The 30-foot sanitary sewer easement and the 20-foot wide trail easement shall be shown on any preliminary plat, community unit plan, or use permit of the Property located within the Combined Easement Area to the maximum extent practicable as currently reflected in Exhibit C.

- (3) Final Approval of the Trail and Sanitary Sewer Easements. The actual location of the above-described trail and sanitary sewer easements shall be subject to City approval.
- iv. Stormwater Detention. The stormwater detention facilities shown on Exhibit D attached hereto which are located within the Combined Easement Area; provided the facilities meet City of Lincoln regulations and design standards for stormwater detention. Stormwater detention facilities shown on Exhibit D which are outside the Combined Easement Area are shown for illustrative purposes only.
- v. 34th Street. A local street intersection with South 34th Street north of Rokeby Road may be located in the Combined Easement Area along with access and parking for the park on the west side of South 34th Street.

2. **Term.** The term of this Conservation Easement will be in perpetuity unless earlier terminated pursuant to any of the following provisions:

- i. By the City and NRD 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*.

The parties agree that termination of this Agreement may be total and affect all of the Combined Easement Area, or may be partial and result in the termination of the easement over only a portion of the Combined Easement Area.

3. **Wetland Mitigation Area.** A portion of a re-aligned channel and a wetland mitigation area is included within the boundaries of the Combined Easement Area on the south side of Drainageway C as shown on Exhibit E, Wilderness Hills Wetlands Exhibit. Lincoln Federal agrees that Lincoln Federal maintains responsibility for all mitigation, monitoring, certification, and maintenance of the Wetland Mitigation Area in conformance with the 404 Permit issued by the U.S. Army Corps of Engineers, so long as such obligations continue under the 404 Permit.

4. **Condition of the Combined Easement Area at Time of Grant.** The condition of the Combined Easement Area without limiting the generality of the terms is defined to mean the

open space, drainageway, wetlands, tree masses, and the functional integrity of other water resources and biologic resources of the floodprone area identified on Exhibit B, as evidenced by reports, photographs and scientific documentation on file with the City's Planning Department.

5. Survey, Protection and Maintenance of the Combined Easement Area.

A. The City shall, at its sole cost, survey and stake the Combined Easement Area within a reasonable period following execution of this Conservation Easement Agreement. The City may, at its discretion, install permanent above-ground boundary markers identifying the Combined Easement Area boundary. The City shall use its best efforts to locate the boundary on side lot lines.

B. Lincoln Federal shall, at its sole cost and expense, maintain the Combined Easement Area, except that the City is willing to maintain the land south of Drainageway C (except for the mitigation, monitoring, certification and maintenance of the Wetland Mitigation Area) upon transfer of fee title to said land to the City. Maintenance shall consist of noxious weed control, routine weed and brush control, removal of trash and debris and routine non-structural maintenance of stream bed and bank stabilizing measures following installation. If Lincoln Federal fails to maintain the Combined Easement Area, the City and/or NRD may carry out such maintenance and bill the cost thereof to Lincoln Federal and Lincoln Federal shall pay said cost within thirty (30) days from receipt of said billing.

C. Lincoln Federal agrees to pay any real estate taxes, estate taxes or assessments levied by competent authorities on its ownership of the Combined Easement Area, including but not limited to any tax or assessment affecting the easement granted herein. Lincoln Federal retains the right to challenge the assessed value of the property and to challenge the validity of an any such tax or assessment. The Parties intend that Neb. Rev. Stat. § 76-2,116 govern future assessment of the Lot 41 Easement Area.

D. Lincoln Federal shall cooperate with and assist the City and NRD at the City's or NRD's cost in applying for, obtaining, protecting, and enhancing any and all surface water and ground water rights and privileges related to the Combined Easement Area by signing applications which the City or NRD deems necessary or desirable for the management, maintenance or development of the Combined Easement Area for the purposes provided for herein.

6. Inspections and Access by City and NRD. The City and NRD shall have the right of reasonable ingress and egress to and from the Combined Easement Area from public roads and streets and from the adjacent Property for its employees, contractors, vehicles and equipment for the purpose of revegetating and for inspecting, protecting or enhancing the floodprone area within the Combined Easement Area including but not limited to channel stabilization projects as the City or NRD may deem necessary or desirable. Any such access from Lincoln Federal's Property shall

be used so as to not damage said adjacent areas or crops or improvements which are now or which in the future may be on said adjacent areas, and shall use public right-of-way or private streets to the fullest extent practicable. Such right of access will be modified as reasonably necessary upon subdivision or development of said adjacent areas.

7. **Enforcement.** Lincoln Federal and the City and NRD may enforce the provisions of this Conservation Easement by any proceeding at law or in equity and may seek any remedy so available including specific performance and the right to require restoration of the Combined Easement Area to the condition at the time of its acquisition, except for compatible uses described in subsections A and C above. Lincoln Federal and the City and NRD do not waive or forfeit the right to take any action as they deem necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act. In any suit to enforce this Easement or for the alleged violation of this Easement, each party shall bear its own enforcement costs including reasonable attorney fees.

8. **Title to Combined Easement Area.** Lincoln Federal covenants that it is the owner of marketable title to all of the Combined Easement Area, and has legal right, title and capacity to grant the Conservation Easement granted herein subject to easements and restrictions of record.

9. **Transfer of Interest.**

A. Title to Combined Easement Area. If the land subject to this Conservation Easement Agreement or any interest therein is subsequently transferred by Lincoln Federal to a third party, Lincoln Federal shall use its best efforts to notify the City and NRD in writing prior to the transfer of the land.

B. City and NRD's Conservation Easement. The City and NRD shall have the right to transfer this Conservation Easement to any public agency, charitable organization or trust that, at the time of transfer, is an organization qualified to assume the responsibility imposed on the City and NRD by this Conservation Easement Agreement.

10. **Binding Affect.** The Conservation Easement granted herein shall constitute a covenant running with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of Lincoln Federal, City and NRD.

11. **Approvals.** Any approval required under this Conservation Easement Agreement shall not be unreasonably withheld.

12. **Recordation.** The parties agree that this Conservation Easement Agreement shall be duly filed by the City and NRD with the Lancaster County Register of Deeds upon execution and acceptance by the City and NRD.

13. **Governing Law.** This Conservation Easement Agreement shall be interpreted according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.


LINCOLN FEDERAL BANCORP, INC.

By: [Signature]
Title: PRESIDENT

Attest:

CITY OF LINCOLN, NEBRASKA

[Signature]
City Clerk



By: [Signature]
Mayor Coleen J. Seng

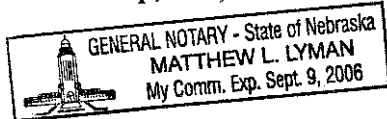
LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT

By: [Signature]
Glenn D. Johnson, General Manager

STATE OF Nebraska)
COUNTY OF Lancaster) ss:

The foregoing instrument was acknowledged before me this 10th day of May, 2006, by Leo J. Schumacher, President of Lincoln Federal Bancorp, Inc., on behalf of said corporation.

(S E A L)



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska on behalf of the City of Lincoln, Nebraska.

(S E A L)

Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 19 day of May, 2006, by Glenn D. Johnson, General Manager, on behalf of the Lower Platte South Natural Resources District.

(S E A L)



Karen Sieckmeyer
Notary Public

Wilderness Hills - Cons. Easement

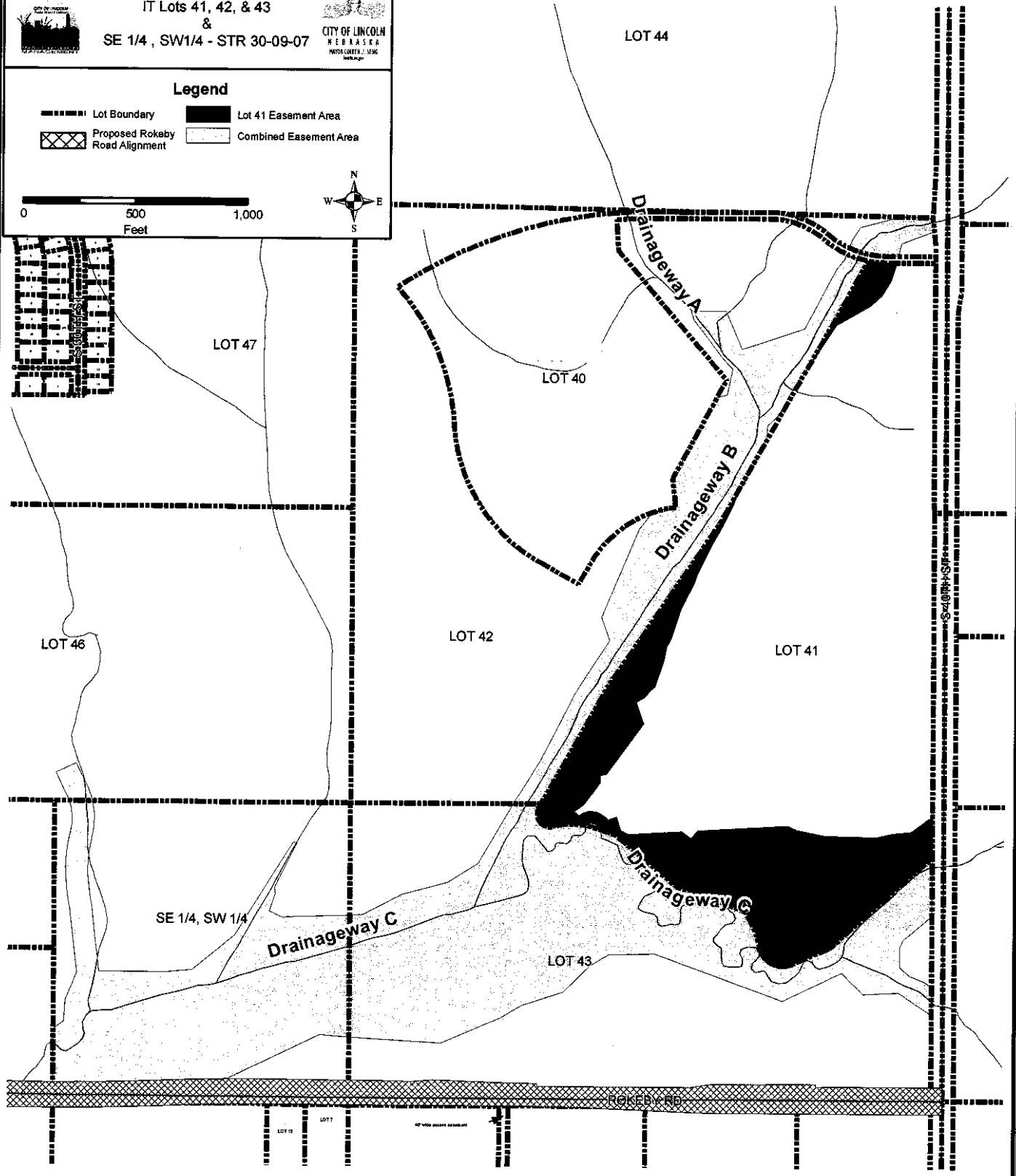
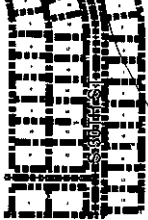
IT Lots 41, 42, & 43
&
SE 1/4, SW1/4 - STR 30-09-07



Legend

- Lot Boundary
- Lot 41 Easement Area
- Proposed Rokaby Road Alignment
- Combined Easement Area

0 500 1,000
Feet



APPENDIX A

NATURAL RESOURCES OF FLOODPLAINS

Floodplains that are relatively undisturbed (or have been restored to a nearly natural state) provide a wide range of benefits to both human and natural systems. These benefits take many forms: some are static conditions (like providing aesthetic pleasure) and some are active processes (like filtering nutrients). There is some ambiguity over which of these benefits are properly termed "functions," which are "resources," and where the terms overlap. A fairly well accepted (but not necessarily comprehensive) list follows. The resources and functions have been loosely grouped into three categories, and the categories have been labelled according to the primary recipient of the benefit or its relationship to a larger system. That is, "water resources" include those resources and functions of floodplains that are part of or provide a benefit to the hydrologic cycles on the earth's surface and below ground; "biologic resources" are floodplain resources and functions that benefit plants and animals; and "societal resources" are floodplain resources and functions that directly benefit human society. Throughout the Unified National Program document, the term "natural resources" is used to refer to any or all of the resources and functions listed here.

Water Resources

Natural Flood & Erosion Control

- Provide flood storage and conveyance
- Reduce flood velocities
- Reduce flood peaks
- Reduce sedimentation

Water Quality Maintenance

- Filter nutrients and impurities from runoff
- Process organic wastes
- Moderate temperature fluctuations

Groundwater Recharge

- Promote infiltration and aquifer recharge
- Reduce frequency and duration of low surface flows

Biologic Resources

Biological Productivity

- Support high rate of plant growth
- Maintain biodiversity
- Maintain integrity of ecosystem

Fish and Wildlife Habitats

- Provide breeding and feeding grounds
- Create and enhance waterfowl habitat
- Protect habitats for rare and endangered species

Societal Resources

Harvest of Wild & Cultivated Products

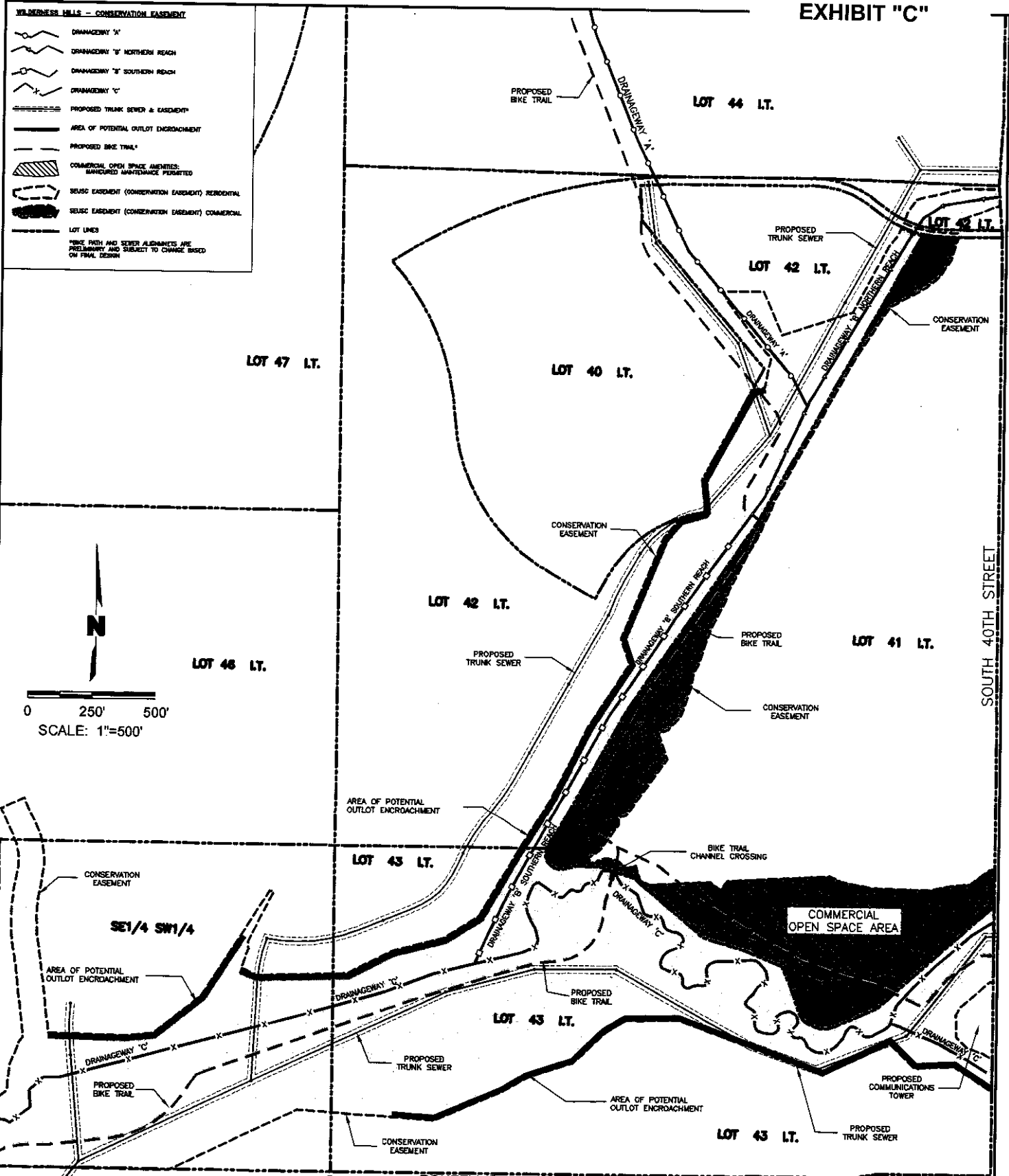
- Enhance agricultural lands
- Provide sites for aquaculture
- Restore and enhance forest lands

Recreational Opportunities

- Provide areas for active and passive uses
- Provide open space
- Provide aesthetic pleasure

Areas for Scientific Study and Outdoor Education

- Contain cultural resources (historic and archaeological sites)
- Provide opportunities for environmental and other studies











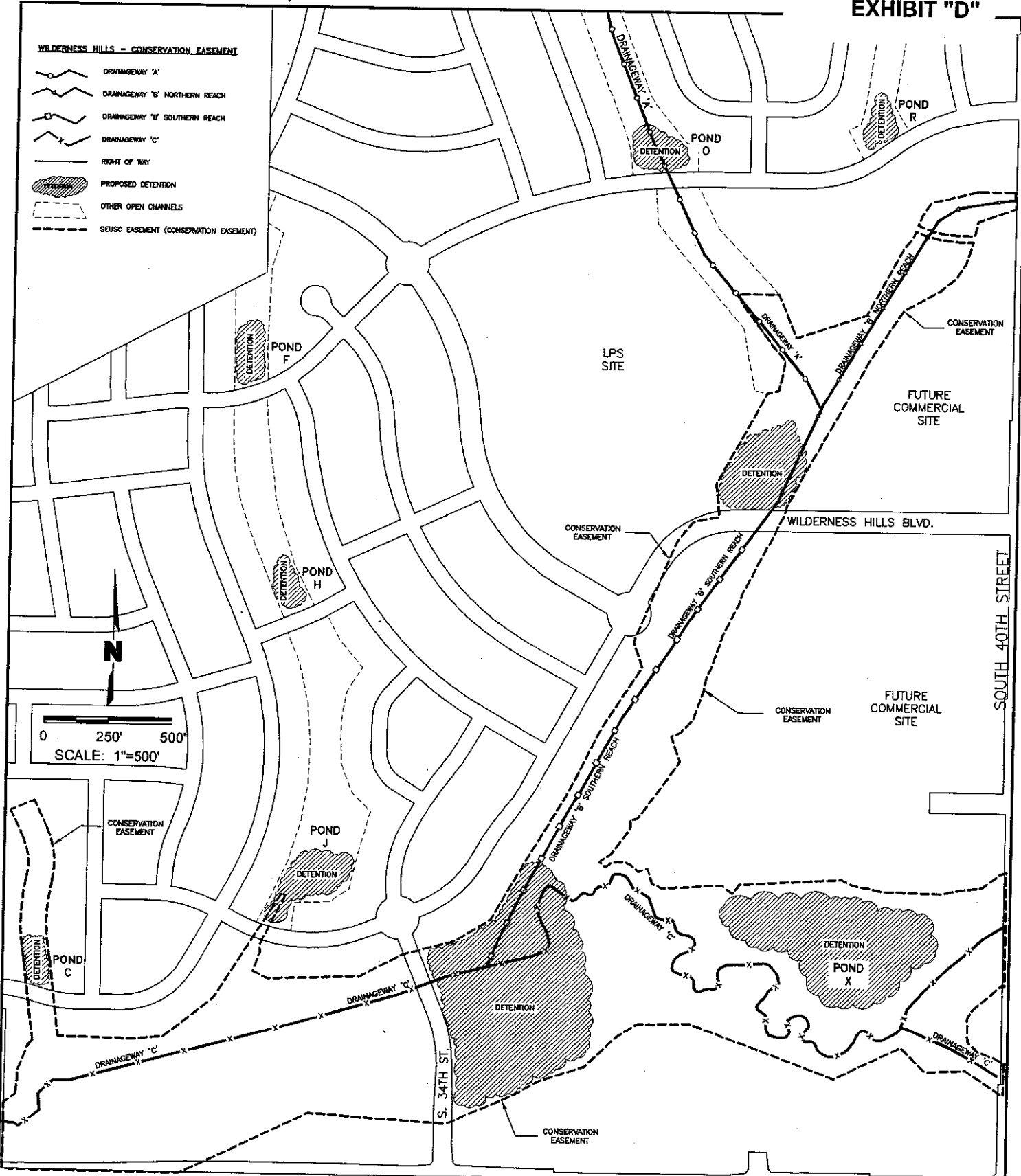
**WILDERNESS HILLS
CONSERVATION EASEMENT**
EXHIBIT C

Drawn By: BMG
Dwg.: Exhibit C.dwg
Date: (04/26/2006)
Job#: 05-012-25

SHEET
1 OF 1

WILDERNESS HILLS - CONSERVATION EASEMENT

-  DRAINAGEWAY 'A'
-  DRAINAGEWAY 'B' NORTHERN REACH
-  DRAINAGEWAY 'B' SOUTHERN REACH
-  DRAINAGEWAY 'C'
-  RIGHT OF WAY
-  PROPOSED DETENTION
-  OTHER OPEN CHANNELS
-  SEUSC EASEMENT (CONSERVATION EASEMENT)

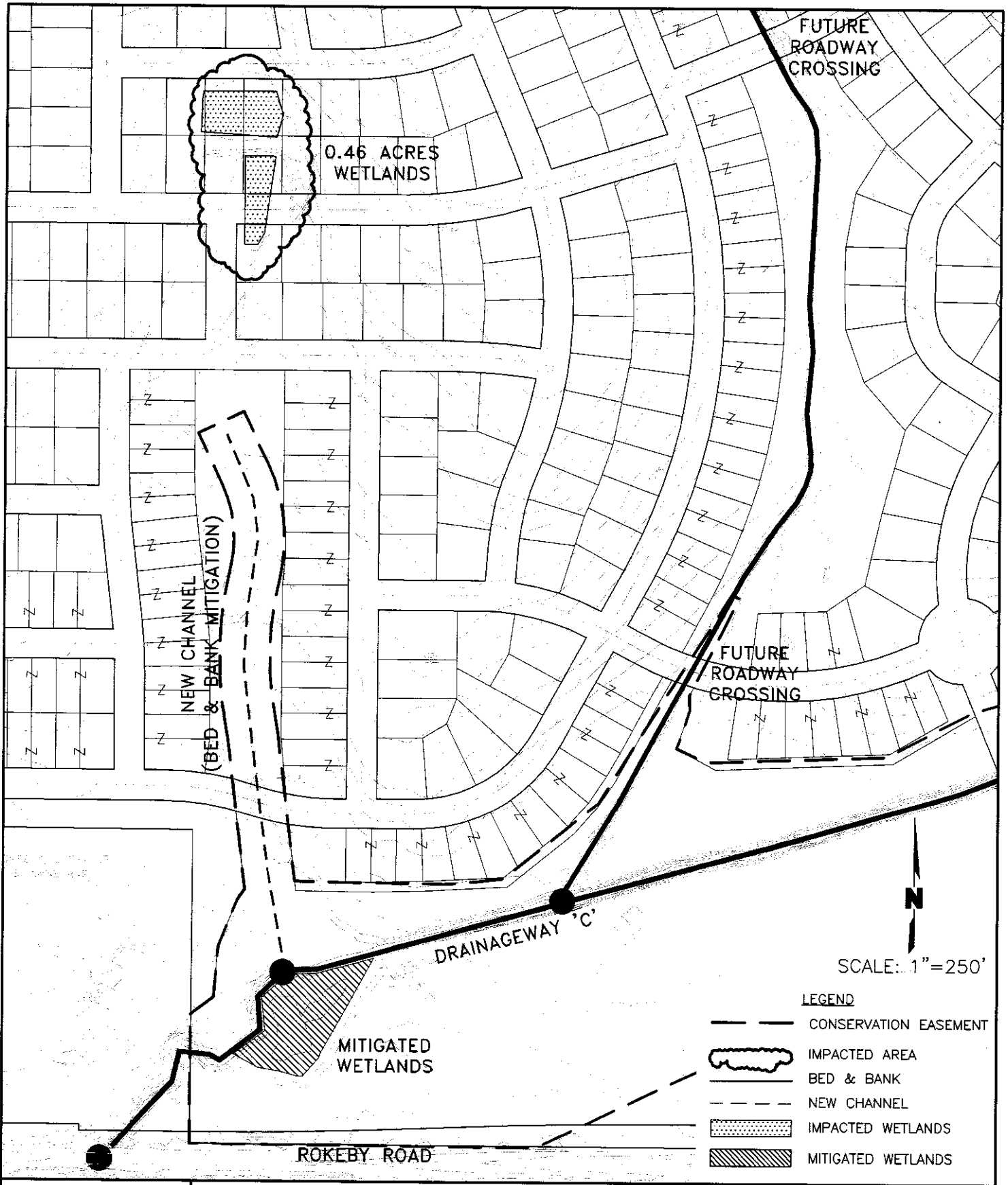


**WILDERNESS HILLS
DETENTION LOCATIONS**

EXHIBIT D

Drawn By: BMG
Dwg.: Exhibit D.dwg
Date: (02/08/2006)
Job#: 05-012

SHEET
1 OF 1



FUTURE ROADWAY CROSSING

0.46 ACRES WETLANDS

NEW CHANNEL (BED & BANK MITIGATION)



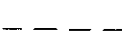

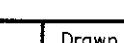
FUTURE ROADWAY CROSSING

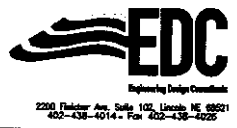
DRAINAGEWAY 'C'

MITIGATED WETLANDS

ROKEBY ROAD

N
SCALE: 1"=250'

- LEGEND**
-  CONSERVATION EASEMENT
 -  IMPACTED AREA
 -  BED & BANK
 -  IMPACTED WETLANDS
 -  MITIGATED WETLANDS



**WILDERNESS HILLS
WETLANDS
EXHIBIT E**

Drawn By: BMG
Dwg.: Exhibit E.dwg
Date: (02/13/2006)
Job#: 05-012

**SHEET
1 OF 1**