



Hall County Regional Planning Commission

**Wednesday, August 1, 2018
Regular Meeting**

Item F3

Request for Conservation Easement

Staff Contact:

Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 25, 2018

SUBJECT: *Conservation Easement C-25-2018HC*

PROPOSAL: Prataria Ventures LLC and The Platte River Whooping Crane Maintenance Trust, Inc, along with the Army Corps of Engineers and The Nature Conservancy have submitted a request to Hall County for the approval of a conservation easement on property owned by The Crane Trust in sections 33 and 34 township 10N, Range 10W of the 6th P.M. This property is located between the south and middle channels of Platte River west of the end of Elm Island Road.

The Hall County Board of Supervisors forwarded this matter to the planning commission per statutory requirements at their meeting on July 24, 2018.

OVERVIEW:

On August 9, 1983 the Hall County Board passed a resolution approving a conservation easement between the The Platte River Whooping Crane Critical Habitat Maintenance Trust and the Nature Conservancy property located between the South Channel of the Platte River and I-80 and Alda Road and U.S. Highway 281. In order to mitigate wetlands that will be disturbed for the development of the new hospital on property south of Husker Highway and west of U.S. Highway 281,

An additional conservation easement is being proposed for 1.89 acres of property already covered by a conservation easement that was approved in 1983. Prataria Ventures LLC is constructing 1.89 acres of wetlands on Crane Trust property within the existing conservation easement to specifications approved by the Army Corps of Engineers, the Nature Conservancy and the Crane Trust. The Army Corps of Engineers is requiring an additional Conservation Easement on this property to cover the 1.89 acres. This additional easement needs to be approved following the procedures for a conservation easement. As the County has already approved a conservation easement on this property that limits development and since this activity is consistent with the purposes of the first easement it is recommended that the Planning Commission recommend approval of this easement. Based on a strict reading of the statutes pertaining to conservation easements it appears that action by the Planning Commission and County Board is required prior to filing an additional easement.

A recommendation on this easement to determine conformity with the Comprehensive Plan is required by State Statutes. This recommendation is fully supported by the existing conservation easement on the property.

Site Analysis

Current zoning designation:

Permitted and conditional uses:

AG-R-River Corridor Agricultural District
Agriculture and Recreation Related uses with
specific limitations the River Overlay and Flood
Plain

Comprehensive Plan Designation:

Existing land uses:

Site constraints:

River Protection Corridor
Pasture and other conservation related uses
100 year or 500 year flood plain the entire site

Adjacent Properties Analysis

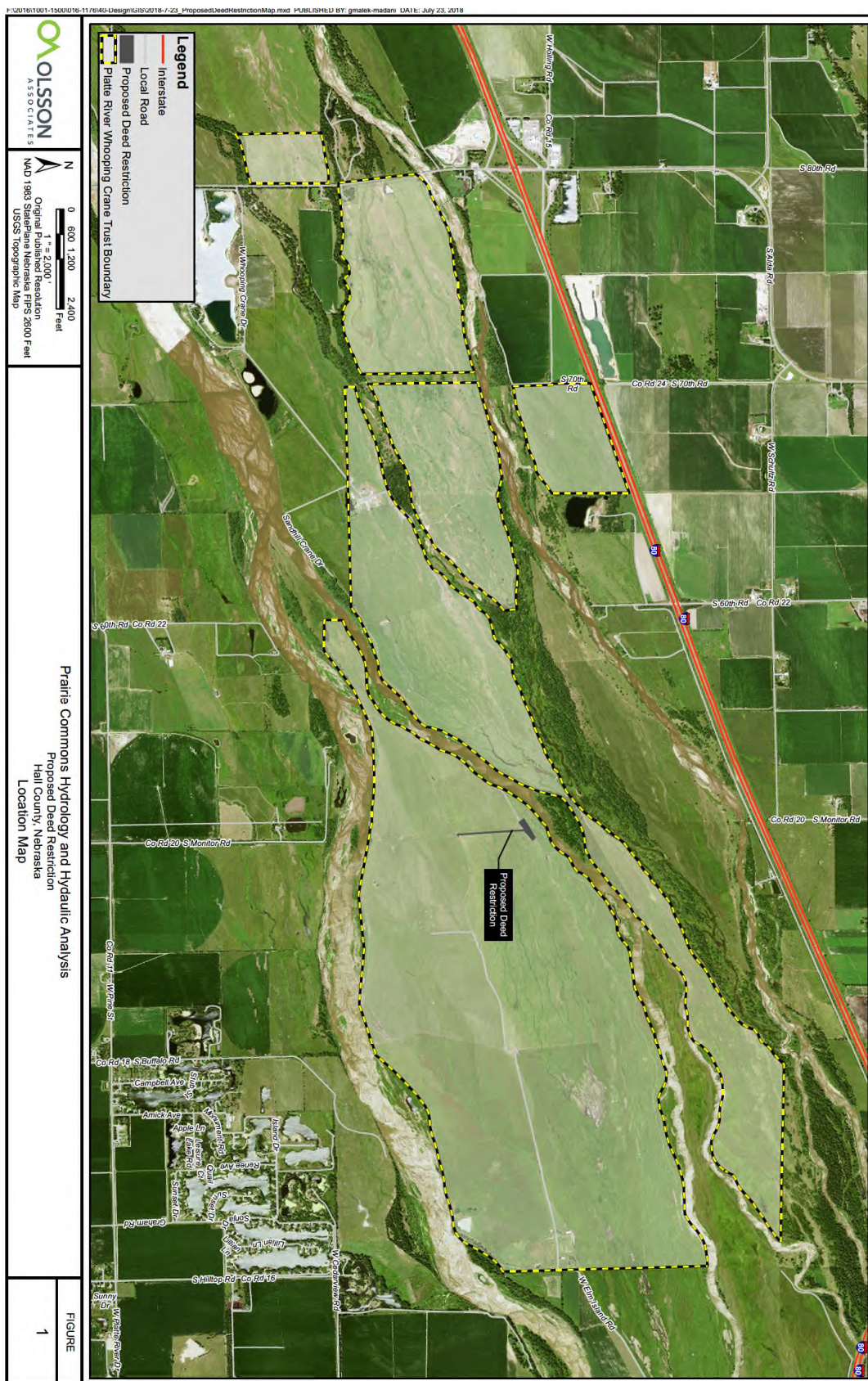
Current zoning designations:

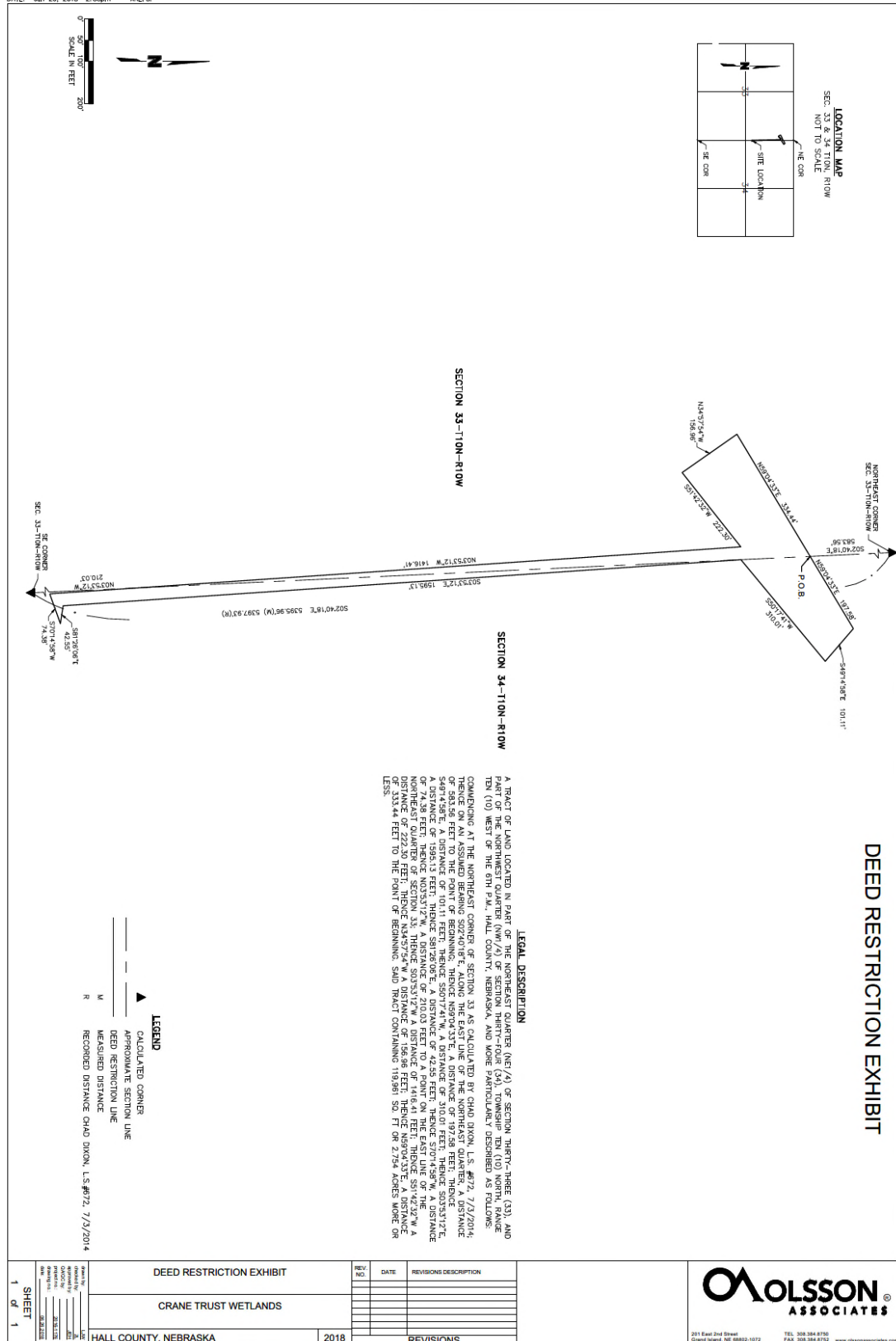
North, South, East and West: AG-R-River
Corridor Agricultural District

Comprehensive Plan Designation:

North, South, East and West: River Protection
Corridor

Existing land uses: River
Farm Ground/Pasture Ground/Farm House





Detailed area for additional conservation easement.

EVALUATION:

The easement is proposed on a property that is already covered by a conservation easement, and used for agricultural purposes and planned to be used for agricultural purposes for the foreseeable future. There are some significant development constraints on the property because the property is located within an existing approved conservation easement and located in the flood plain.

Hall County Comprehensive Plan General Land Use Policies

Goal 1

Hall County should manage the land in a cost-effective and efficient manner while protecting the environment and natural resources, as well as maintaining and increasing land values. Guiding future growth and development in Hall County towards a compact pattern of land uses based upon the efficient and economical expansion of public infrastructure will continue to maintain and improve the quality of life for Hall County residents.

- 1.1.7 Discourage and minimize leapfrog development outside of cities and villages.
- 1.1.8 Hall County should allow agricultural production in all areas in which agricultural uses are appropriate, and non-agricultural development in agricultural areas should be allowed in specifically designated areas which does not negatively impact the agricultural uses.
- 1.2.5 Encourage low to zero non-farm densities in prime farmland areas and other agricultural districts by providing residential lot size requirements and proper separation distances between residential and agricultural uses.

It would appear that based on the current zoning, the future land use plan for the county, the desire of the county as expressed in the comprehensive plan general land use policies 1.1.7, 1.1.8, 1.2.5 that it would be in conformance with the Hall County Comprehensive Plan to permit this conservation easement.

Nebraska State Statutes allow local governing bodies to review conservation easements between private parties and challenge the easement if the acquisition is not in the public interest. Statute recognizes three reasons that an easement would not be in the public interest if one of the following three items are true.

- (a) the easement is inconsistent with a comprehensive plan for the area which had been officially adopted and was in force at the time of the conveyance,
- (b) the easement is inconsistent with any national, state, regional, or local program furthering conservation or preservation, or
- (c) the easement is inconsistent with any known proposal by a governmental body for use of the land. NRSS 76-2,112(3)

This easement appears to be in compliance with the Hall County Comprehensive Plan as adopted, is consistent with the existing conservation easement as shown by

the letter of consent from The Nature Conservancy and does not appear to be inconsistent with the public interest.

RECOMMENDATION:

Recommend that this easement should be approved by the Hall County Board, finding the easement to be in compliance with the Hall County Comprehensive Plan as adopted, consistent with the existing conservation easement as shown by the letter of consent from The Nature Conservancy and not inconsistent with the public interest.

Deed Restriction

COVENANT OF DEDICATION

Platte River Whooping Crane Maintenance Trust, Inc. now stipulates to the following statements of fact, and further agrees to restrict the use and title of the realty described in Attachment 1 to this document (hereinafter referred to as the "Land") in accordance with the terms and conditions set forth herein.

STIPULATIONS OF FACT

1. That Prataria Ventures, LLC is the applicant for Department of the Army permit number NWO-2005-11444-WEH to place fill material in the wetlands located in Grand Island, Nebraska; and that the U.S. Army Corps of Engineers has regulatory jurisdiction over the discharge of dredged or fill material into said wetlands pursuant to Section 404 of the Clean Water (33 USC 1344).

2. That Platte River Whooping Crane Maintenance Trust, Inc. is the owner in fee of the real estate described in Attach 1.

3. That Prataria Ventures, LLC and the Omaha District of the U.S. Army Corps of Engineers have reached an agreement whereby Prataria Ventures, LLC will be permitted to discharge fill material in wetlands in accordance with the terms and conditions of Department of the Army permit number NWO-2005-11444-WEH; and that in consideration for said discharge of fill material in the wetland, Prataria Ventures, LLC will provide mitigation for the adverse environmental effects resulting from the placement of fill material in the wetland by dedicating the realty described in Attachment 1 for perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above-mentioned permit.

4. That the above-mentioned dedication shall consist of the execution of this document by all parties necessary to restrict the use and title of the land; and that this document shall be recorded in the Office of the Register of Deeds for Hall County, Nebraska.

5. That upon receipt of a certified copy of this document, as recorded in the Office of the County Register of Deeds for Hall County, Nebraska, the District Engineer of the Omaha District of the U.S. Army Corps of Engineers will issue a validated permit, number NWO-2005-11444-WEH to Prataria Ventures, LLC; and that said permit shall be issued in consideration for the execution of this Covenant.

6. That the terms and conditions of this Covenant of Dedication shall, as of the date of execution of this document, bind Platte River Whooping Crane Maintenance Trust, Inc. to the extent of his legal and/or equitable interest in the land; and that this Covenant shall run with the land and be binding on Platte River Whooping Crane Maintenance Trust, Inc. and its successors and assigns forever.

7. That the terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Land or any part thereof, and that any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Land shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

DEED AND USE RESTRICTIONS

Platte River Whooping Crane Maintenance Trust, Inc. hereby warrants that he is the owner in fee of the realty described in Attachment 1; and that the Land is hereby dedicated in perpetuity for use as a conservancy area.

Platte River Whooping Crane Maintenance Trust, Inc. hereby agrees to restrict the use and title of the Land as follows:

1. There shall be no construction or placement of structures or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent, on the land.

2. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials.

3. There shall be no building of roads or paths for vehicular or pedestrian travel or any change in the topography of the land.

4. There shall be no removal, destruction, or cutting of trees or plants; spraying with biocides, insecticides, or pesticides; grazing of animals, farming, tilling of soil, or any other agricultural activity. Management activities are acceptable upon approval from the Corps.

5. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle on the land.

6. This Covenant of Dedication may be changed, modified or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Nebraska.

This Covenant needs to be reviewed by the Corps of Engineers prior to signature to assure compliance with permit conditions.

COE representative's initial _____

7. This Covenant is made in perpetuity such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

By: _____
Platte River Whooping Crane Maintenance Trust, Inc.

Executed before me this ____ day of _____, 20____, by _____ of the Platte River Whooping Crane Maintenance Trust, Inc. who is personally known to me.

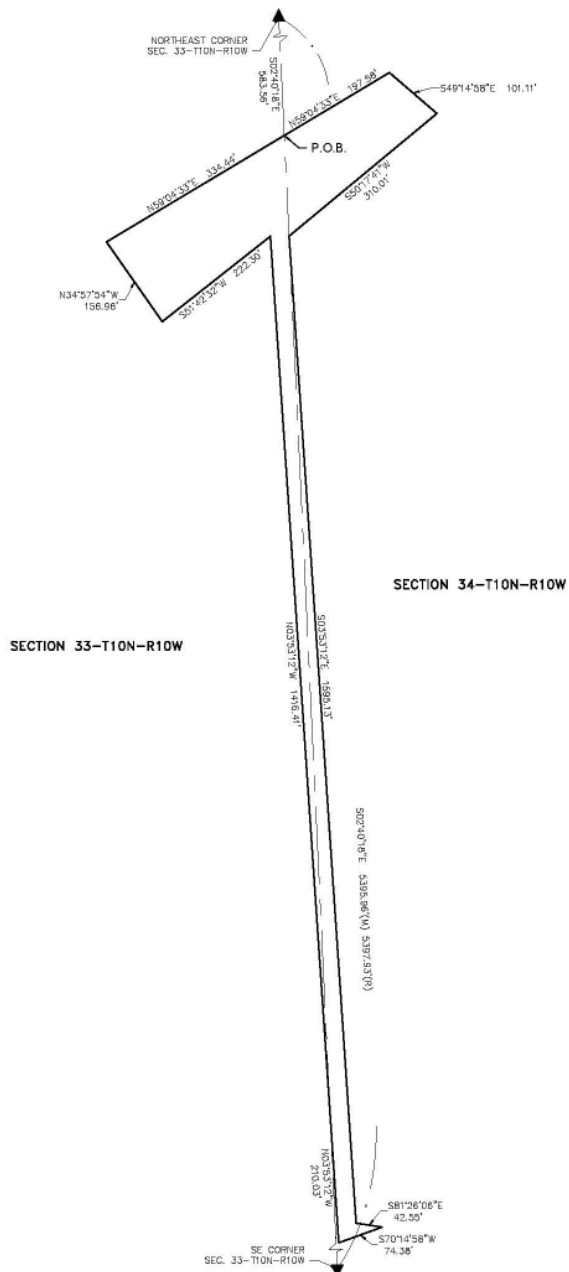
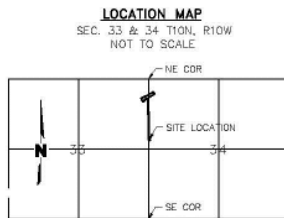
Notary Public

My commission expires _____

Attachment A (Legal Description)

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), AND PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 33 AS CALCULATED BY CHAD DIXON, L.S. #672, 7/3/2014; THENCE ON AN ASSUMED BEARING S02°40'18"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 583.56 FEET TO THE POINT OF BEGINNING; THENCE N59°04'33"E, A DISTANCE OF 197.58 FEET; THENCE S49°14'58"E, A DISTANCE OF 101.11 FEET; THENCE S50°17'41"W, A DISTANCE OF 310.01 FEET; THENCE S03°53'12"E, A DISTANCE OF 1595.13 FEET; THENCE S81°26'06"E, A DISTANCE OF 42.55 FEET; THENCE S70°14'58"W, A DISTANCE OF 74.38 FEET; THENCE N03°53'12"W, A DISTANCE OF 210.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33; THENCE S03°53'12"W A DISTANCE OF 1416.41 FEET; THENCE S51°42'32"W A DISTANCE OF 222.30 FEET; THENCE N34°57'54"W A DISTANCE OF 156.96 FEET; THENCE N59°04'33"E, A DISTANCE OF 333.44 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 119,961 SQ. FT OR 2.754 ACRES MORE OR LESS.



4810-9176-7661, v. 1

From an email conversation between The Crane Trust and The Nature Conservancy regarding the wetlands to be created by Prataria on Crane Trust Property.

Dear Brice,

As we discussed, the Crane Trust intends to carry out a project to enhance at least two acres of sandhill and whooping crane habitat by restoring a wet meadow and slough complex on the northwest portion of Mormon Island (Terry 1 and 2), on which TNC holds a conservation easement.

Based on the information you've provided to TNC, TNC understands that the restoration work will consist of permanently removing (and not replacing) an old road, filling (and not replacing) an old drainage ditch, re-contouring the sloughs and wet meadow to return them to a more natural state, and reseeding the project area with local eco-type seed, all to restore and improve habitat for sandhill cranes and whooping cranes. We also understand that the Crane Trust will need to remove and replace a 1,650 ft. section of cattle fence that supports existing cattle grazing on the property in order to carry out the habitat restoration project, but that the fence line will not be expanded or moved as a result of this project.

Because the project is being done to improve whooping and sandhill crane habitat, and based on the information provided by the Crane Trust to TNC regarding the project, TNC considers the project as presented to be in compliance with the conservation easement.

Thanks

Rich

Rich Walters
Director of Stewardship
rwalters@tnc.org

(308) 390-2511

The Nature Conservancy
[1007 Leavenworth Street](#)
[Omaha, NE 68102](#)



The Nature Conservancy

Midwest Regional Office
328 East Hennepin Avenue, Minneapolis, Minnesota 55414
(612) 379-2134

January 26, 1984

Mr. John VanDerwalker
Executive Director
Platte River Whooping Crane
Habitat Maintenance Trust
2550 N. Diers Avenue
Suite H
Grand Island, NE 68801

Dear Mr. VanDerwalker:

Enclosed please find a copy of the recorded Grant of Conservation Easement between The Nature Conservancy and the Trust.

Thank you very much for sending us a copy. I was delighted that we did not have any difficulty in having it recorded.

I am looking forward to coming down again this year to help Dianne Hennes with the tours of the crane habitat. Hope to see you then.

Sincerely,


Rose Anne Roznowski
Legal Assistant

RAR:skm

Enclosure



National Office, 1800 North Kent Street, Arlington, Virginia 22209

THIS GRANT OF A CONSERVATION EASEMENT is made by and between the Trustees of THE PLATTE RIVER WHOOPING CRANE CRITICAL HABITAT MAINTENANCE TRUST (sometimes known as "The Platte River Whooping Crane Habitat Maintenance Trust"), Richard E. Spelts, Jr., William L. Guy, and John J. Cavanaugh (hereinafter the "Trust"), and THE NATURE CONSERVANCY (hereinafter the "Conservancy").

WITNESS THAT:

WHEREAS, the Trust was established in that settlement dated December 4, 1978, of the litigation styled Nebraska, et al. v. Ray and Nebraska, et al. v. REA, et al., Case Nos. CV 78-L-90 and CV 78-L-242, respectively, in the United States District Court for the District of Nebraska (Nebraska, et al. v. REA, et al., No. 78-1775, and Nebraska, et al. v. Ray, et al., No. 78-1778, respectively, in the United States Court of Appeals for the Eighth Circuit) and exists by virtue of a trust declaration styled THE PLATTE RIVER WHOOPING CRANE HABITAT MAINTENANCE TRUST (hereinafter the "Trust Declaration"); and

WHEREAS, the purpose of the Trust, as more fully set out in the Trust Declaration, is to protect and maintain the migratory bird habitat in the so-called Big Bend area for the protection and preservation of the whooping crane, and the sandhill cranes; and

WHEREAS, the Conservancy, a non-profit corporation, organized and existing under the laws of the District of Columbia, is dedicated to the preservation of ecological diversity and guided by the following objectives: a) to preserve biological diversity through the protection and maintenance of habitat for flora, fauna and biotic communities, b) to promote the conservation and proper use of natural resources, and c) to advance the foregoing objectives in cooperation with other organizations having similar and related objectives; and

WHEREAS, having previously acquired title from the Conservancy, the Trust currently owns that real property (as defined in Neb. Rev. Stat. 76-201) in Hall County, Nebraska more particularly described as follows:

Parcel I:

Lot One (1) in the Northwest Quarter (NW 1/4) of Section Four (4), and Lot Four (4) on Island in Section Five (5), all being in Township Nine (9) North, Range Ten (10) West of the 6th P.M.: also Lots Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), and Thirteen (13) on Island in Section Thirty Three (33), also, the North Half of the Northeast Quarter (N1/2 NE 1/4), and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and also the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) (Said NW 1/4 NW 1/4 also known as Lot 1 on Island) all in Section Thirty Four (34), all being in Township Ten (10) North, Range Ten (10) West of the 6th P.M. in Hall County, Nebraska.

Parcel II:

Lots One (1), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), and the South Half (S 1/2) of the Southwest Quarter (SW 1/4) and the South Half (S 1/2) of the Southeast Quarter (SE 1/4) all in Section Twenty Six (26),. Lots Nine (9), Ten (10), Eleven (11), and Twelve (12), and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), all in Section Twenty Seven (27); and Lots Three (3), Four (4), and Five (5), and Six (6), and the South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the South Half (S 1/2) of the Northwest Quarter (NW 1/4), all in Section Thirty Four (34), and Lots One (1), Two (2), Three (3), and Four (4), and the Northwest Quarter (NW 1/4) and the North Half (N 1/2) of the Northeast Quarter (NE 1/4) all in Section Thirty Five (35), all in Township Ten (10) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.

Together with all accretions to the above described premises (hereinafter the "Property"); and

WHEREAS, the Property provides important habitat for whooping cranes, and sandhill cranes, and other migratory birds; and

WHEREAS, the continued protection of this habitat is essential to maintain and preserve the whooping crane and sandhill crane; and

WHEREAS, the Trust and the Conservancy have been cooperatively maintaining the Property to preserve and maintain it as such habitat; and

WHEREAS, the Trust and the Conservancy desire to have the Property continually maintained to protect such habitat; and

WHEREAS, the Trust and conservancy believe that their continued cooperative involvement in the maintenance of the Property will be beneficial in the continued protection of the Property as set forth above, and;

WHEREAS, the value of the property as such habitat is not likely to be adversely affected to any substantial extent by the use of the Property permitted herein or by the continued maintenance in their present condition of those structures and facilities as presently exist on the property, or by the future repair, replacement, construction, or maintenance of such additional structures or facilities as may be permitted herein; and

WHEREAS, This Conservation Easement is granted under and pursuant to the laws of the State of Nebraska, including but not limited to the provisions of the Nebraska Conservation and Preservation Easements Act, Section 76-2,111 et seq., R.R.S. 1943;

NOW, THEREFORE, the Trust, for and in consideration of the facts above recited and as an absolute and unconditional gift does hereby give, grant, and convey unto the Conservancy, its successors and assigns forever, a Conservation Easement in perpetuity over the Property, consisting of the following:

The right of the Conservancy to enforce by proceedings at laws or in equity, the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Property to the condition prior to breach of this easement (subject to the RESERVED RIGHTS of the Trust hereinafter set forth) provided, however, that the Conservancy shall notify the Trust of any breach within 90 days after the Conservancy discovers the breach or should have discovered the breach and the Conservancy inspected the property at reasonable intervals. Nothing herein shall be construed to entitle the Conservancy to institute any enforcement proceeding against the Trust for any changes to the Property due to (1) causes beyond the Trust's control, such as changes caused by fire, flood, storm, or (2) civil or military authorities undertaking emergency action.

The Conservancy shall have reasonable rights of access to and entry upon the Property at any reasonable time, provided that such access and entry shall not unreasonably interfere with the habitat or habitat management or agricultural operations then being carried on upon the Property.

AND IN FURTHERANCE of the foregoing affirmative rights, the Trust on behalf of itself, its successors and assigns, and with the intent that the same shall run with and bind the Property in perpetuity, does hereby make, with respect to the Property, subject to the Trust's Reserved Rights hereinafter set forth the following:

COVENANTS

1. There shall be no residential, commercial or industrial development or use of the Property; provided, however, that the current agricultural operation on the Property may be continued so long as it is compatible with the preservation of the Property as crane habitat.

2. There shall be no buildings, roads, improvements, billboards, or advertising material, camping accommodations or other structures constructed or placed upon the Property, provided, however, that buildings, structures and roads which are reasonably necessary to support the existing agricultural operation on the Property and which are not incompatible with the protection and maintenance of whooping and sandhill crane habitat may be constructed and maintained thereon.

3. There shall be no extraction of sand, gravel or other minerals from or upon the Property, unless done solely for the purpose of improving whooping and sandhill crane habitat.

4. There shall be no use or operation of motorized vehicles, except when reasonably necessary in conjunction with the management of the Property, research programs conducted on the Property, or the agricultural operation on the property, provided that in no event shall such use be allowed if it is incompatible with protection of the whooping crane or sandhill crane habitat.

5. Except in the area in the immediate vicinity of the existing buildings, there shall be no conversion, destruction or disturbance of the grasslands or grassland communities by plowing, draining or otherwise disturbing the surface unless done solely for the purpose of improving whooping crane and sandhill crane habitat.

6. There shall be no commercial or sport hunting of whooping cranes or sandhill cranes.

RESERVES RIGHTS

Except as expressly set forth herein, the Trust reserves for itself, its successors or assigns, all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this grant. Without limitation of the foregoing, it is expressly agreed between the Trust and the Conservancy that the present uses of the Property, and those uses permitted by the "Mormon Island Crane Meadows Management Plan" prepared for the Trust by the Conservancy dated September 14, 1981, are uses not inconsistent with this grant."

GENERAL PROVISIONS

This Conservation Easement shall run with and burden the protected Property in perpetuity and shall bind the Trust, its agents and assigns, and all other successors to them in interest. This Conservation Easement may not be assigned, except to a satellite or subsidiary organization or corporation of the Conservancy, without the prior written consent of the Trust.. The Conservancy shall notify the Trust within fifteen (15) days of any assignment of this Easement. This Conservation Easement is fully valid and enforceable by the assignee of the Conservancy, whether assigned in whole or in part.

The Trust, its successors and assigns, shall pay all real property taxes and assessments levied by competent authority on the Property, and shall relieve the Conservancy from any responsibility for maintaining the Property.

The Trust agrees that any subsequent conveyance of any interest in the Property shall be subject to this Conservation Easement, and that it will notify the Conservancy, its successors or assigns, in writing by certified mail of any such conveyance within fifteen days thereof.

Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following addresses or such addresses as may be hereafter specified by notice in writing:

83-006784

Platte River Whooping Crane
Critical Habitat Maintenance Trust
2550 N. Diers Avenue
Suite H
Grand Island, NE 68801

The Nature Conservancy
1800 North Kent Street
Arlington, VA 22209

If any provisions of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

TO HAVE AND TO HOLD the above-described Conservation Easement together with all and singular and appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity on and behalf of the said grantee, and his successors and assigns.

IN WITNESS THEREOF the TRUSTEES OF THE PLATTE RIVER WHOOPING CRANE CRITICAL HABITAT MAINTENANCE TRUST have set their hands and seals the dates written below:

By: Richard E. Spelts, Jr.
Richard E. Spelts, Jr., Trustee

DATED: 9/23/82

By: William L. Guy
William L. Guy, Trustee

DATED: 9/23/82

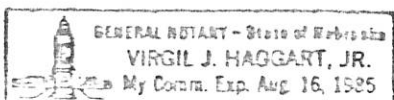
By: John J. Cavanaugh
John J. Cavanaugh, Trustee

DATED: 9-23-82

STATE OF Nebraska
COUNTY OF Hall) ss.

On this 23rd day of September, 1982, before me, a Notary Public in and for said county and state, personally came Richard E. Spelts, Jr., known to me to be the identical person whose signature is affixed to the foregoing easement as a Trustee of the Platte River Whooping Crane Critical Habitat Maintenance Trust, and he acknowledged the execution of said easement to be the voluntary act and deed of said Trust and his own voluntary and duly authorized act and deed as such Trustee.

WITNESS my hand and notarial seal the date last above written.



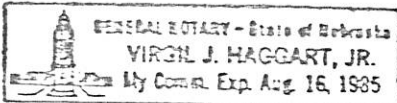
Notary Public
My Commission expires:

83--006784

STATE OF Nebaska)
COUNTY OF Hall) ss.

On this 23d day of September, 1982 before me, a Notary Public in and for said county and state, personally came William L. Guy, known to me to be the identical person whose signature is affixed to the foregoing easement as a Trustee of the Platte River Whooping Crane Critical Habitat Maintenance Trust, and he acknowledged the execution of said easement to be the voluntary act and deed of said Trust and his own voluntary and duly authorized act and deed as such Trustee

WITNESS my hand and notarial seal the date last above written.

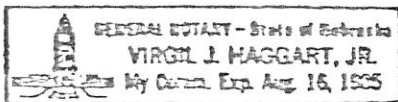


Notary Public
My Commission expires:

STATE OF Nebaska)
COUNTY OF Hall) ss.

On this 23d day of September, 1982 before me, a Notary Public in and for said county and state, personally came John J. Cavanaugh, known to me to be the identical person whose signature is affixed to the foregoing easement as a Trustee of the Platte River Whooping Crane Critical Habitat Maintenance Trust, and he acknowledged the execution of said easement to be the voluntary act and deed of said Trust and his own voluntary and duly authorized act and deed as such Trustee

WITNESS my hand and notarial seal the date last above written.



Notary Public
My Commission expires:

ACCEPTANCE

THE NATURE CONSERVANCY, a non-profit corporation, hereby accepts the foregoing Grant of Conservation Easement.

DATED this 21st day of OCTOBER, 1982.

THE NATURE CONSERVANCY

By: L. Gregory Low
Its: Executive Vice President

83-006784

APPROVAL

Pursuant to the provisions of the Nebraska Conservation and Preservation Easements Act (Sections 76-2,111 to 76-2,118 inclusive, R.R.S. 1943) including but not limited to Section 76-2, 112(3) thereof, the Hall County Board of Commissioners does hereby approve the foregoing Grant of Conservation Easement.

DATED this 9 day of August, 1987.

HALL COUNTY BOARD OF COMMISSIONERS *Supervisors*

BY: *Wm. Schuyler*
Chairman

ATTEST:

Margaret Haubold
Hall County Clerk



5/28

83-000701

482900

Grantor _____

Grantee 12

Numerical ~~X X X X X X X X~~

1	2	3	4
1	2	3	4

STATE OF NEBRASKA)
COUNTY OF HALL) ss

23 DEC 29 AM 10 14

27

REG. OF DEPOS.

the Nature Conservancy
325 East Hennepin Ave
Minneapolis, Minn