

## EASEMENT

FILED FOR RECORD 3-28-95 AT 9:40A M.  
 IN BOOK 46 PAGE 346  
 REGISTER OF DEEDS, CASS CO., NE  
 Doc # 412 \$3100

For and in consideration of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, George Minford and Lois Minford, husband and wife, called the "Grantors", does hereby grant, bargain, sell, convey and release unto the Beaver Lake Association, A Nebraska Not For Profit Corporation, hereinafter the "Grantee", it's successor and assigns, a perpetual Easement in, over, and upon the real estate located in Cass County, Nebraska, particular described in Exhibit "A" attached hereto and incorporated herein by this reference, and within the parcels of real estate listed on Exhibit "B" attached hereto and incorporated herein by this reference.

This Easement is granted for the purpose of and in connection with the construction, reconstruction, operation, maintenance, repair and inspection of a floodwater retaining dam; and for the purpose of the flowage of any waters in, over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such floodwater retarding structure.

The rights and privileges herein granted shall be subject to the following terms and conditions:

1. The consideration recited herein shall constitute payment in full for all damage sustained or to be sustained by the Grantor by reason of the exercise of the rights and privileges granted herein.

2. This Easement shall include the right of ingress and egress as shown in Exhibit "A". This access is required for maintenance and inspection of the dam and permanent pool area.

3. Grantor shall not construct, operate, occupy, maintain, or locate any structure, whether temporary or permanent, on the land described in Exhibit "A". This prohibition shall include but not be limited to the construction of a well or a building.

4. Grantee shall have the right to fence the area containing the dam structure and emergency spillway, as shown and illustrated on Exhibit "A".

5. Grantor, his or her heirs, and assigns, reserve the right and privilege to use the land described on Exhibit "A" at any time, and in any manner, and for any purpose not inconsistent with the full use and enjoyment by the Grantee, it's successors and assigns, of the rights and privileges granted herein.

6. This Easement shall not pass, nor shall the same be construed to pass, to the Grantee any fee simple interest or title to the lands described on Exhibit "A".

7. Grantee, it's successors assigns, shall be responsible for operating and maintaining the improvements constructed as a result of the rights and privileges granted herein.

8. The Grantee, by acceptance of this Easement, hereby agrees to hold the Grantors harmless from any and all claims for injury or damages to persons or property arising in any manner out of the activities of the Grantee permitted under this Easement. The Grantee further agrees to indemnify the Grantors from any loss including specifically defense costs in regard to any such claim in any manner arising out of the Grantee's activities. This obligation to hold the Grantor's harmless, and to indemnify them from any costs in connection with such claim includes any claim by any person for any reason arising out of the activities of the Grantee pursuant to this Easement, whether or not such injuries or property damages occur on the premises where the Easement is granted or at any other location.

9. This Easement shall be binding upon the parties hereto, and their respective heirs, successors and assigns.

TO HAVE AND TO HOLD the aforementioned Easement, over, and upon the land described in Exhibit "A", with all the rights privileges, and appurtenances thereto belonging or in anywise appertaining, unto the Grantors it's successors and assigns forever.

IN WITNESS WHEREOF, the Grantors and Grantee have executed this instrument on the 18<sup>th</sup> day of March, 1995.

BEAVER LAKE ASSOCIATION, a  
Nebraska Not For Profit  
Corporation,

BY: John S. Wagner  
President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

The foregoing Acknowledgment of the above and foregoing Easement was acknowledged before me on March 13, 1975, by JOHN S WAGNER President of Beaver Lake Association, a Not For Profit Corporation, on behalf of the Corporation.



Herbert J. Elworth  
Notary Public  
My commission expires \_\_\_\_\_

George M. Minford  
GEORGE MINFORD

Lois Minford  
LOIS MINFORD

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

The foregoing Acknowledgment of the above and foregoing Easement was acknowledged before me on MARCH 17, 1976, by George Minford and Lois Minford, husband and wife, to me personally known to be the identical person whose name is affixed to the above Easement, and the execution of the same to be his/her voluntary act and deed.



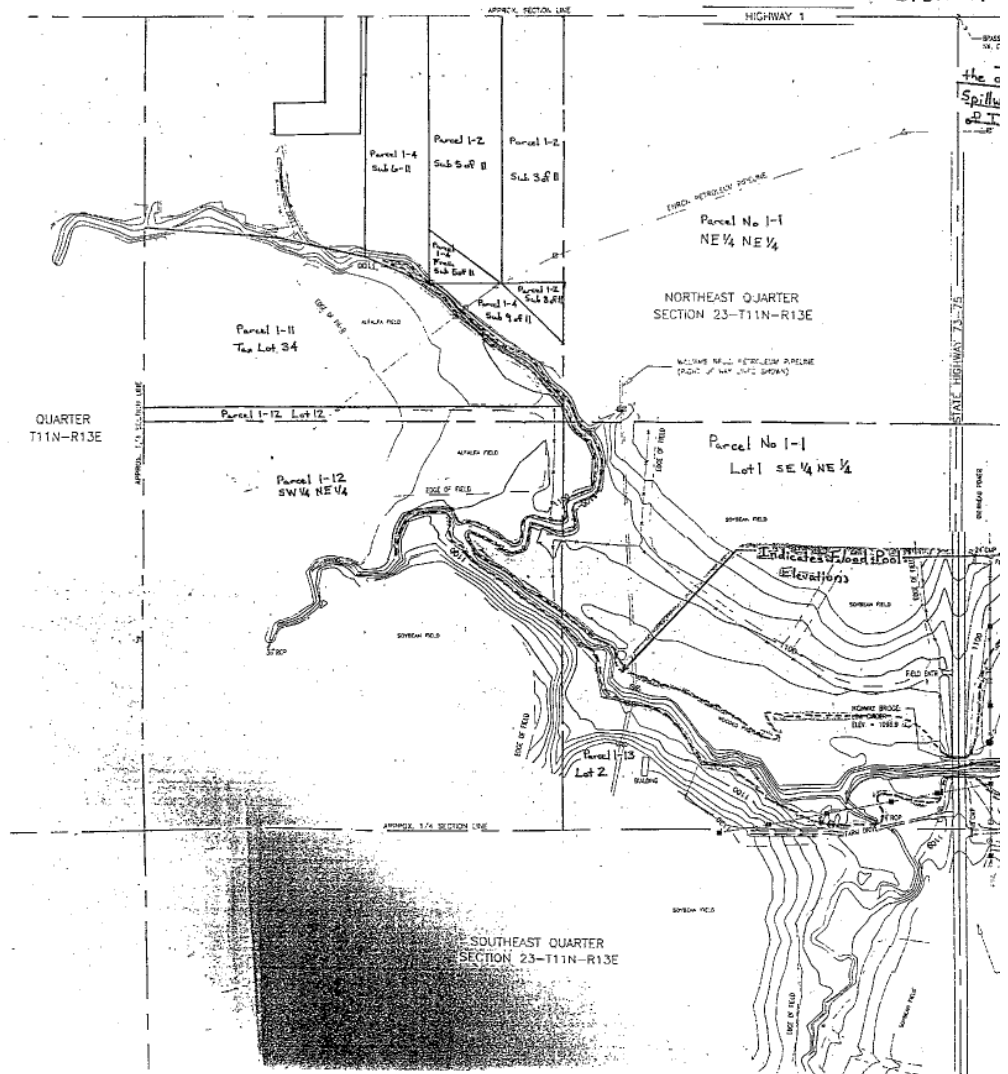
Herbert J. Elworth  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_

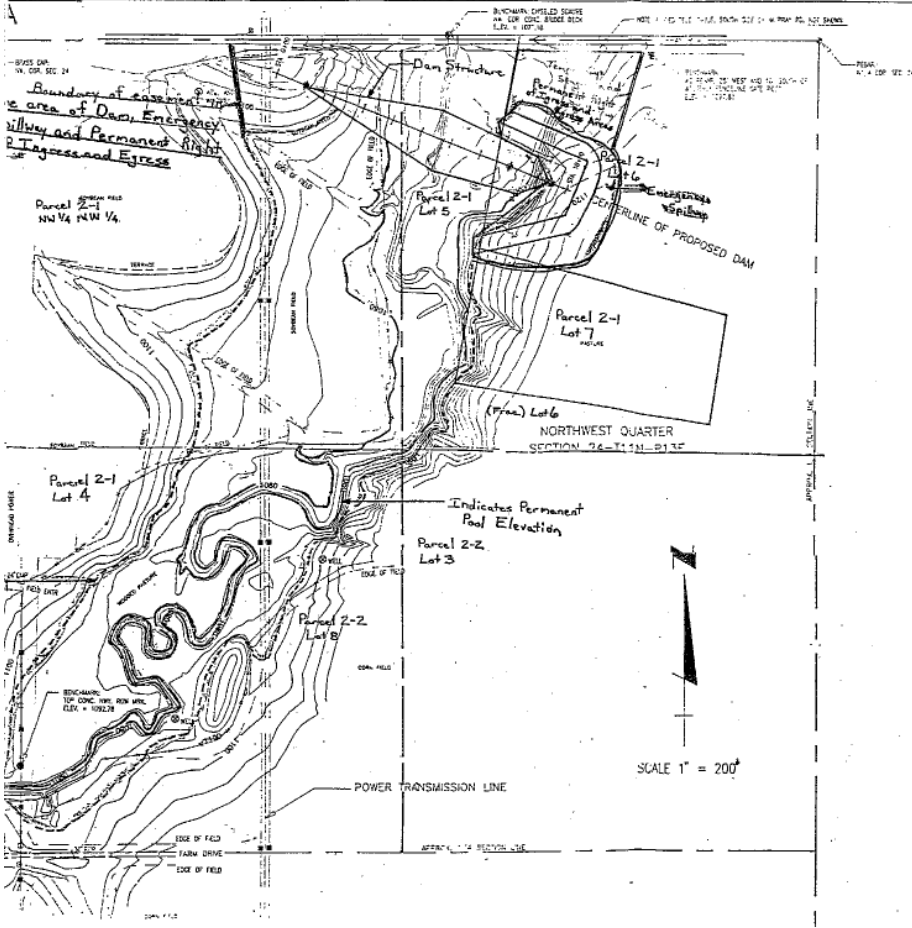
WORD\REALESTA  
EASEMENT.MIN

Lots 3, 4, 5, 6, 7 and 8 in the Northwest Quarter of Northwest Quarter of Section 24, Township 11 N., Rge 13

and Lot 1 in Section 23, Township 11 N., Rge 13 East of 6th P.M., Cass County, Nebraska

Exhibit A





BEAVER LAKE ASSOCIATION  
SILT RETENTION DAM ON ROCK CREEK

PROPOSED DAMSITE IN CAS COUNTY, NEBR.  
4' CONTOURS ± ENTIRE POOL AREA

ENGINEERING OFFICE  
205 J ST., BOX 8035  
LINCOLN, NE 68501

GEOTECH/ROCKCRAK

Parcel Number	Deed Description	Owner	Temporary Staging Area, Acres
2-1	Lot 6	G. Minford	2.0 (P)

Section 24, T1N, R13E

Parcel Number	Deed Description	Owner	Area Under Dam, Acres	Emergency Spillway, Acres
2-1	NW 1/4, NW 1/4, Lots 5 & 6	G. Minford	2.50 (P)	4.00 (P)

Section 24, T1N, R13E

\* (P) Indicates acres are in pasture.  
 (S) Indicates acres are in soybean field.

Parcel Number	Deed Description	Owner	Pool, Acres*	Flood Pool, Acres*
1-1	Lot 1	G. Minford	5.45 (P)	
1-13	Lot 2	Roger W. Delay	1.38 (P)	
1-12	SW 1/4, NE 1/4	H.E. Wiles, Jr.	0.63 (P)	
1-11	Tax Lot 34	Carol Cheltn	0.11 (P)	
1-4	Sub 6 of 11	C. How, Cont.	0.04 (P)	
1-4	Sub 9 of 11	Larry Heffling	0.11 (P)	

Section 23, T1N, R13E

Parcel Number	Deed Description	Owner	Pool, Acres*	Flood Pool, Acres*
2-1	NW 1/4, NW 1/4	G. Minford	1.42 (P)	11.17 (S)
2-1	Lot 5	G. Minford	3.18 (P)	0.40 (P)
2-1	Lot 6	G. Minford	0.58 (P)	0.24 (P)
2-1	Lot 7	G. Minford	0.03 (P)	0.12 (P)
2-1	Lot 4, 8, 3	G. Minford	2.09 (P)	13.38 (P)

Section 24, T1N, R13E

TABLE 1  
 Usage of Acres for the Silt Retention Dam on Rock Creek

EXHIBIT "B" #412