

FILED  
CASS COUNTY, NE.

2002 APR 16 AM 9:06

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PATRICIA MEISINGER  
REGISTER OF DEEDS

Dec # 2845 • 11<sup>00</sup>



**EASEMENT**

For valuable consideration, Lake Ridge, called the "Grantor", 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, an easement in, over, and upon certain real estate located in Cass County, Nebraska, particularly Lot 1D and 85, located in the Lake Ridge Subdivision, specific easement location along the Northerly border 5' in width, all located in a tract of land located in the SW 1/4 of the SW 1/4, the NW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 18-T 11N-R 14E of the 6<sup>th</sup> P.M., Cass County, Nebraska, described as follows,

Beginning at the SW corner said Section 18; thence N 0°00'00" E, (assumed bearing), along the West line of the SW 1/4, 1662.54' to the SW Corner of Beaver Lake Plat 1; thence S 89°44'53" E, along the South line of said Plat 1, 1291.72'; thence S 0°06'09" E, 329.83'; thence S 89°19'35" E, 1317.40' to a point on the East line of the SW 1/4; thence S 0°13'44" W, along said East line, 370.23'; thence S 0°08'43" W, 958.22' to the S 1/4 Corner of said Section 18; thence N 89°37'42" W, along the South line of the SW 1/4, 637.81'; thence N 0°20'27" E, 250.73' to the NE Corner of Lot 13; thence N 89°37'42" W, 180.18' to the NW corner of Lot 12; thence N 0°20'27" E, 249.27'; thence N 89°37'42" W, 875.56'; thence S 0°20'27" W, 500.00' to a point on the South Line of the SW 1/4; thence N 89°37'42" W, along said South line, 912.22' to the point of beginning. Contains 78.48 Acres, more or less.

This Easement is granted for the purpose of and in connection with the construction, removal, reconstruction, operation, maintenance, repair and inspection of a silt pumping pipeline and accessories, that may be reached from time to time, temporary in nature and not intended for permanent placement, the purpose of which is for the flowage of materials in, or through such facility.

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 damages sustained or to be sustained by the Grantor by reason of the exercise of the rights and privileges granted herein, negligent action by Grantee excepted and parties agree to arbitrate damage. Grantee agrees to promptly remove the pipeline and all accessories following completion of any pumping activities and to restore the area to substantially the same condition as prior to access.
2. This Easement shall include the right of ingress and egress over and upon the land described above, as well as other land of the Grantor adjoining said land, for purposes set forth herein.
3. Grantor and Grantee shall not construct, operate, occupy, maintain, or locate any structure, shrub, bush, wall, or fence, whether temporary or permanent, on the Easement described herein. This prohibition shall include but not be limited to the construction of a well or a building and specifically excludes the right of Grantor to construct and/or maintain a fence along the property line parallel with the Easement described herein. This reference is specific to the 5' easement area on the North property.

4. Grantor, his or her heirs, and assigns, reserve the right and privilege to use the land described above at any time, and in any manner, and for the purposes consistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges granted herein.
5. Grantee agrees to coordinate activities, consistent with the rights granted herein, with Grantor to minimize disruption of Grantor's business use of the land described herein, including reasonable notification prior to Grantee commencing construction, operation, and maintenance activities and scheduling such activity to be performed during low customer traffic periods of Grantor's business.
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 above.
7. Grantee, its successors and assigns, shall be responsible for the improvements constructed as a result of the rights and privileges granted herein.
8. 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 above, with all the rights privileges, and appurtenances thereto belonging or in anyway appertaining, unto the Grantor, its successors and assigns forever.

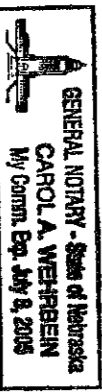
IN WITNESS WHEREOF, the Grantor has executed this instrument on the 15<sup>th</sup> day of March, 2002.

*Richard J. Shaker Vice President*  
LAKE RIDGE CORP.

STATE OF NEBRASKA     )  
                                  )ss  
COUNTY OF CASS     )

On this 15<sup>th</sup> day of March, 2002, a notary public in and for said County and State, personally came the President of Lake Ridge Corp., to me personally known to be the identical person whose name is affixed to the above easement and acknowledge the execution of the same to be his/her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*Carol A. Wehrlein*  
Notary Public