

STORAGE AND FLOWAGE EASEMENT

For and in consideration of Six thousand dollars (\$6000.00)  
Dollar(s) and other good and valuable considerations, the receipt whereof is  
hereby acknowledged, Augusta Ruhnke (widow)

of Fairbury, Nebraska, Grantor does hereby grant,  
convey and release unto the Cub Creek Watershed Conservancy District  
of Jefferson & Gage Counties, Grantee, its successors and assigns,  
a perpetual easement in, over and upon the following described land situated in  
the County of Jefferson, State of Nebraska, to wit:  
Approximately 39.0 acres in the Southwest one-fourth, Section twelve,  
Township three North, Range two East (SW $\frac{1}{4}$  Sec. 12, T3N, R2E) of the 6th  
P.M., Jefferson County, Nebraska below elevation 1432.5 M.S.L.

for the purpose of permanent storage, temporary detention and flowage, either or  
all, of any waters and sediment that are impounded, stored or detained, for the  
clearing of trees, brush and debris within the permanent storage area and for  
maintenance and inspection of areas to be flooded by watershed structures, de-  
signated as site 16-B in the plans for Cub Creek  
Watershed.

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 permanent storage, temporary detention and flowage, either or all, of the works of improvement described above.
2. In the event construction on the above described works of improvement is not commenced within not applicable from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the grantor, his heirs and assigns.
3. The grantor shall provide the grantee with ingress and egress as required to carry out the provisions of this easement.
4. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for the purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the right and privilege herein granted.
5. The Grantee is responsible for operating and maintaining the above described works of improvements.
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 above described lands.
7. Proportional water rights of the impounded water to the surface acres will be awarded to the Grantor as applicable by State Law.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this Instrument on the 3 day of June, 1970.

Mrs Augusta Rubenke  
Signature of Grantor

\_\_\_\_\_  
Signature of Grantor

State of Nebraska  
Jefferson County ss

On this, the 3 day of June, A.D. 1970, before me the undersigned Merle J. Rowley, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Mrs Augusta Rubenke to me known to be the identical person whose name affixed to the foregoing Instrument and acknowledge the same to be her voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

Merle J. Rowley  
Notary Public

My commission expires the 23 day of Feb, 1973.



STATE OF NEBRASKA }  
JEFFERSON COUNTY, } ss.

Entered in Numerical Index and filed for record the 4 day of June, A. D., 1970, at 12:28 o'clock PM and recorded in 12:28 Record No. 41 Page 148  
Mary E. Lehman  
County Clerk

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