

Once recorded, return to:

Parker, Grossart, Bahensky, Beucke, Bowman & Symington, L.L.P.
P.O. Box 1600, Kearney, NE 68848-1600

LAND USE AGREEMENT

THIS LAND USE AGREEMENT made and entered into by and between **Platte River Recovery Implementation Foundation, Trustee**, a Nebraska Nonprofit Corporation (hereinafter referred to as "**PRRIF**") and **Robb Ranch, Inc.**, a Nebraska Corporation (hereinafter referred to as "**Robb Ranch**").

For and in consideration of the premises and the mutual benefits to be derived herefrom, the parties hereto agree as follows:

RECITALS

WHEREAS, **Robb Ranch** is the record title owner of that real estate legally described on Exhibit "A", a copy of which attached hereto and made a part hereof by this reference (hereinafter referred to as Tract I).

WHEREAS, **Robb Ranch** also claims the possession of, right to, and ownership of certain accretion lands in the Platte River which are accreted to and appurtenant to its lands, as provided by law, some, but not all of which are surveyed, platted and recorded.

WHEREAS, the parties hereto desire to enter into an agreement concerning the use of a portion of Tract I by **PRRIF**. Specifically, **PRRIF** desires an easement and the right to perform full scale sediment augmentation to offset sediment deficit in the south channel upstream of the Overton bridge.

LAND USE AGREEMENT

The parties hereto agree to the following:

1. **PRRIF**, its employees, agents and contractors, at its own cost and expense, through the end of December, 2029, shall have an easement and the right to move sand and gravel in existing sediment terraces north of the existing south channel into the channel from north to south to supply sediment and widen the channel, more particularly shown on the attached Exhibit "B". Pilot channels will be cut through terraces to prevent augmentation operations from forcing flow into the south bank. Such augmentation method shall be accomplished in an upstream to downstream direction. The easement access for **PRRIF**, its employees, agents and contractors, to the south channel shall be from the South and on, over, across and through Tract I. As a part of the sediment augmentation operations, **PRRIF** agrees to add material to the south bank so that the pivot irrigation system located in the Southwest Quarter (SW¹/₄) of Section 2, Township 8 North, Range 21 West of the 6th P.M., Dawson County, Nebraska, can complete a full circle. **Robb Ranch** understands and agrees that this addition of material shall not include topsoil or rip rap to permanently stabilize the bank. Further, **Robb Ranch** understands and agrees that although the augmentation operations are expected to reduce the potential for further erosion of the south bank, no guarantee is being made,

nor can it be made, that it will never erode in the future or that flood events will not alter the configuration of the south channel. **PRRIF** covenants and agrees to comply with all statutes, rules, orders, regulations and requirements of federal, state, county, and city government regulating the use by **PRRIF** of the premises and warrants that all of **PRRIF**'s employees, agents, and contractors shall be properly trained for the work permitted hereunder. All required permits, licenses and notices to do work on the premises will be the responsibility of **PRRIF**. Any and all fines, costs and expenses as a result of any work done or required to be done on the premises by **PRRIF**, its employees, agents, and contractors, shall be paid by **PRRIF**. **PRRIF** agrees to indemnify and hold harmless **Robb Ranch** against all liability, loss, cost, damage, or expense (including without limitation reasonable attorney's fees and expenses) sustained by **Robb Ranch** arising out of, directly or indirectly, or due to, such use of the premises causing injury to any person or persons or damage to property.

2. This Agreement shall run with the land and shall be binding upon and insure to the benefit of the parties hereto, their heirs, devisees, personal representatives, successors and assigns including, but not limited to, all future owners of Tracts I, until January 1, 2030, at which time it shall become null and void and of no further force and effect.

3. This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties regarding the subject matter hereof. This Agreement shall not be modified, amended, altered or changed except by a written document agreed to and signed by all of the parties hereto or any future owners.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) hereinafter set forth, the latest of which shall be the effective date of this Agreement.

**Platte River Recovery Implementation
Foundation, Trustee**, a Nebraska Nonprofit
Corporation

Robb Ranch, Inc., a Nebraska Corporation

By: _____
Diane M. Wilson, Executive Director
Dated: September __, 2016

By: _____
Joe Jeffrey, President
Dated: September __, 2016

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The above instrument was acknowledged before me on September __, 2016, by **Diane M. Wilson**, Executive Director of the **Platte River Recovery Implementation Foundation, Trustee**, a Nebraska Nonprofit Corporation, on behalf of the Corporation.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The above instrument was acknowledged before me on September __, 2016, by **Joe Jeffrey**, President of **Robb Ranch, Inc.**, a Nebraska Corporation, on behalf of the Corporation.

Notary Public