

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 **Phyllis Broadfoot** (hereinafter referred to as "**Broadfoot**").

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

RECITALS

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

WHEREAS, each of the above parties as to their respective Tracts I and II also claim the possession of, right to, and ownership of certain accretion lands in the Platte River which are accreted to and appurtenant to their respective 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 **Broadfoot** and the use of a portion of Tract II by **PRRIF**. Specifically, **Broadfoot** desires to have exclusive recreational use, including, but not limited, to hunting rights, to a specified portion of Tract I, and **PRRIF** desires the right to do river channel disking and to clear trees from a portion of Tract II.

LAND USE AGREEMENTS

The parties hereto agree to the following:

1. **Broadfoot**, her heirs, personal representatives and assigns, through the end of December, 2029, shall have an exclusive easement for and the right to the recreational use of the 41.3 acres, more or less, shown on the attached Exhibit "C". This recreational use shall include hunting, fishing and any other recreational use possible for this designated area.. The access for **Broadfoot**, her heirs, personal representatives and assigns, shall be from the North and via the river. **Broadfoot** agrees to indemnify and hold harmless **PRRIF** against all liability, loss, cost, damage, or expense (including without limitation reasonable attorney's fees and expenses) sustained by **PRRIF** 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. **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 annually disk the entire main channel as shown on the attached Exhibit "C". In addition, **PRRIF**, its employees, agents and contractors, at its own cost and expense, through the end of December, 2029, shall have the right to total tree clearing and above ground tree clearing in the areas so designated on the attached Exhibit "C". The access for **PRRIF**, its employees, agents and contractors, shall be from the South and via the river. **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 **Broadfoot** against all liability, loss, cost, damage, or expense (including without limitation reasonable attorney's fees and expenses) sustained by **Broadfoot** 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.

3. 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 and II, until January 1, 2030, at which time it shall become null and void and of no further force and effect.

4. 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

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

Phyllis Broadfoot
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 **Phyllis Broadfoot**.

Notary Public