

144

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STATE OF NEBRASKA } ss  
Morrill County }  
Filed in the office of the County Clerk  
this 9 day of June 20 11  
11 o'clock and 48 minutes AM  
and recorded in book 74 of  
MISC page 144-146  
By \_\_\_\_\_ Deputy  
County Clerk

### HUNTING LICENSE AGREEMENT

**THIS HUNTING LICENSE AGREEMENT**, dated June 8th, 2011, (the "License"), is entered into by and between EARL BOMAN, a single person (the "Licensor"), and LUKE KESSELRING (the "Licensee"). Licensor and Licensee are sometimes referred to singularly as "Party" and collectively as "Parties".

**NOW THEREFORE**, in consideration of the Parties' mutual agreement herein contained, the Parties agree as follows:

1, **PREMISES**. The Licensor grants to the Licensee access to the following described land for the sole purpose of hunting (collectively the "Premises"):

The Northeast Quarter (NE¼) of Section Thirteen (13), Township Eighteen (18), Range Fifty (50) West of the 6<sup>th</sup> P.M., Morrill County, Nebraska.

The Southeast Quarter (SE¼) of Section Five (5), Township Eighteen (18), Range Forty-Nine (49) West of the 6<sup>th</sup> P.M., Morrill County, Nebraska.

The West Half (W½) of Section Twenty (20), Township Twenty (20), Range Forty-Seven (47) West of the 6<sup>th</sup> P.M., Morrill County, Nebraska.

The South Half (S½) of Section Seven (7), Township Eighteen (18), Range Forty-Nine (49) West of the 6<sup>th</sup> P.M., Morrill County, Nebraska.

All of Section Eighteen (18), Township Eighteen (18), Range Forty-Nine (49) West of the 6<sup>th</sup> P.M., Morrill County, Nebraska.

2. **LICENSE TERM**. The Term of this License is for the natural life of the Licensee. Unless earlier terminated as provided in this License, the term of this License shall be effective upon the signatures of the Licensor and the Licensee and shall terminate upon the death of the Licensee.

**3. USE AND OCCUPANCY.** The Premises are to be used as hunting grounds in accordance with all applicable regulations. Licensee agrees that nothing in violation of any statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to hunting on the Premises shall be done or permitted by the Licensee in or upon the Premises or any part thereof.

**3.1 Licensing.** The Licensee shall possess and maintain a valid Nebraska hunting license for species which Licensee intends to hunt on the Premises.

**3.2 Prohibited Conduct.** Neither the Licensee nor the Licensee's guests may engage in any of the following prohibited activities: unsafe gun handling practices; shooting in the direction of any people, buildings or livestock; operating vehicles except on established roadways or lanes; use alcohol or unlawful drugs; cause or permit damage to fences, crops, trees, farm animals or equipment; commit or permit waste, damage or injury; conduct or permit any illegal activity on the Premises.

**4. LIABILITY.** The Parties agree that the Licensor will not be liable for any damages or losses to person or property caused by the Licensee, the Licensee's guests or other persons for any reason whatsoever. The Licensor shall not be liable for personal injury or damage to or loss of the Licensee's personal property unless the same is due to the active and actionable negligence of the Licensor.

**5. INDEMNIFICATION OF LICENSOR.** With the exception of claims, damages and liabilities due to the active and actionable negligence of the Licensor, the Licensee agrees: to hold the Licensor harmless from any claims for damage to property or injury to persons, including death; and, to indemnify the Licensor against liabilities and claims of every other kind, made by or on behalf of any person or entity arising out of any of the following: (i) a failure of the Licensee to perform any of the terms and conditions of this License; and (ii) the Licensee's failure to comply with any law of any government authority.

**6. ASSIGNMENT.** The Licensee shall not assign this License without prior written consent of the Licensor first had and obtained, which consent may be withheld for any reason whatsoever. Any such assignment without consent shall be void and, at the option of the Licensor, may terminate this License.

**7. BREACH.** The failure of either Party to comply with each and every term and condition of this License shall constitute a breach of this License.

**8. REMEDIES ON BREACH.** If Licensee fails or defaults in the performance of any of the terms or conditions of this License, Licensor has available to him all remedies at law or in equity and may terminate this License upon proper notice to the Licensee.

**9. NOTICE.** All notices to be given with respect to this License shall be in writing. Each notice shall be sent by certified mail, postage prepaid, and return receipt requested, or shall be hand delivered to the Party to be notified by the other, at the addresses as set forth below, or at such other address as either Party may, from time to time, designate in writing.

Licensor:  
Earl Boman  
7478 Road 109  
Broadwater, NE 69125

Licensee:  
Luke Kesselring  
P.O. Box 212  
Gurley, NE 69141

7. **EXCLUSIVITY.** The Licensee shall not have exclusive rights to hunt on the Premises. Licensor reserves the right to permit other persons to hunt on the Premises.

8. **GOVERNING LAW.** This agreement shall be governed under the laws of the State of Nebraska.

Licensor

Licensee

Earl Boman  
Earl Boman

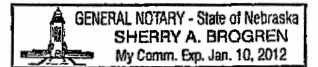
Luke Kesselring  
Luke Kesselring

STATE OF NEBRASKA )  
: ss.  
COUNTY OF Cheyenne

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2011, by Earl Boman.

Sherry A. Brogren  
Notary Public

My Commission Expires: Jan. 10, 2012



STATE OF NEBRASKA )  
: ss.  
COUNTY OF Cheyenne

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2011, by Luke Kesselring.

Sherry A. Brogren  
Notary Public

My Commission Expires: Jan 10, 2012

