FILED

EASEMENT

1985 SEP 27 AM 9: 53

1985 by and between MARSHALL NURSERIES, COMPANY, a Nebraska corporation, Grantor and SOUTH ONAHA PRODUCTION CREDIT ASSOCIATION, Grantee.

## RECLIALS

A. Grantor is the owner in fee simple of property

The Southwest Quarter f Section 17, Township 17 North, Range 10 East of the 6th P.M. in Washington County, Nebraska. (the "Real Estate").

- B. Grantee desires to acquire an easement ove: the east 33 feet of the Real Estate for purposes of ingress and ecress to certain lands abutting the Real Estate on the north.
- C. Grantee desires to acquire personal rights in such easement in such form that it may be able to transfer the easement to the owner of the property abutting the Real Estate to the north in such manner that after such transfer the easement will be appurtenant to, will be for the benefit of, and will run with the real estate abutting to the north
- D. Grantor is willing to grant the easement on the terms
- NOW, THEREFORE, in consideration of their mutual covenants the parties agree as follows:
- l. In consideration of \$1.00 and other good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor does hereby grant to the Grantee, its successors and assigns an Easement for the purposes described below over and upon the east 33 feet of the Southwest Quarter, of Section 17, Township 17 North, Range 10 East of the 6th P.M. in Washington County, Nebraska.
- 2. Grantee, its successors and assigns shall have the right to establish, maintain and improve a field road over and upon the Easement for purposes of ingress and egress to the property abutting to the north and described as the South half of the Northwest Quarter of Section 17, Township 17, Range 10 East of the 6th P.M. in Washington County, Nebraska. In connection therewith Grantee, its successors and assigns shall have the right to

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reasonably improve such field road as necessary but shall not have the right to apply gravel or in any way hard surface said road, and any maintenance or improvements shall be at the expense of Grantee, its successors or assigns. The right-of-way created by virtue of this Easement shall not be exclusive and shall remain under the right and control of Grantor except insofar as necessary for the use by Grantee, its successors and assigns for the stated purpose. Grantor shall have the right to install gates at the north and south ends of the Easement and shall maintain such gates in a closed position as reasonably necessary.

- 3. It is understood that this Easement is personal only to the Grantee, but in the event that Grantee shall transfer or assign this grant of Easement to the owner of the property abutting the Real Estate to the north (which right of transfer and assignment the Grantee is expressly given herein), this Easement shall be deemed to be a permanent easement for the benefit of the said real estate abutting to the north, shall be appurtenant thereto, and shall run with the title thereto.
- 4. Grantor covenants with Grantee, its successors and assigns that Grantor is lawfully seized of the Real Estate, that it is free from encumbrances except encumbrances and restrictions of record and that it will warrant and defend title to the Easement against the lawful claims of all persons whomsoever.

COUNTY OF DOUGLAS

MARSHALL NURSERIES COMPANY, a Corporation,

By Thompson Jugan

On this 26 day of \_\_\_\_\_\_\_, 1985, before me, a Notary Public in and for the County and State as above written, personally appeared \_\_\_\_\_\_\_\_, President of Marshall Nurseries Company, a corporation, known to me to be such and executed the foregoing instrument, declaring the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

My commission expires:

GENERAL NOTARY-state of nebraska A.G. SVENDGARD, JR. My Comm. Exp. Dec. 30, 1988

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## CONSENT TO EASEMENT

The undersigned being the holder of a mortgage against the above described real estate dated 12-21-83 and recorded on 10-15-1934 at book 2641, Page 154, of the real estate retords of Washington, county does hereby consent to the Easement granted herein by its mortgagor and consents that this mortgage of the undersigned shall be subject to the rights of the grantee its successors and assigns.

STATE OF NE

Arlington St

STATE OF NEBRASKA

SS.

COUNTY OF WASHINGTON)

On this 26th day of September, 1985, before me, a Notary Public in and for the County and State as above written, personally appeared Andrew G. Svendgaard, Jr., President of Arling on State Bank, known to me to be such and executed the foregoing instrument, declaring the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

GENERAL NOTARY-State of Nebraska CLAUDIA P. RANSLEM My Canm. Exp. Aug. 10, 1988

My commission expires:

Recogned -General -Numerical -Photostat \_\_

<u>Naudia P.</u> Notary Public

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS OF STATE OF NEBRASKA COUNTY OF WASHINGTON) SS OF STATE OF S

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