

No.	Gen.	Num.	Paged	
#11	✓	✓	✓	
Register of Deeds				

From, Chg. and Return to:  
Hanson, Hroch & Kuntz, Attys.  
P. O. Box 626  
Wilber, NE 68465  
Fee: \$ 16.00 Chg.

STATE OF NEBRASKA } ss  
SALINE COUNTY }  
Entered in numerical index and filed on  
record, the 15 day of October  
2007 at 3:15 o'clock P. M. and recorded  
in Book 358 of Records Page 550-552

*Ginde Kastanek*  
County Clerk

EASEMENT FOR USE OF IRRIGATION WELL AND EQUIPMENT

This easement is made October 15, 2007 between Stanley J. Fritz, Grantor, and Laurie M. Hesel, Grantee.

WHEREAS, Grantor owns fee simple title to the real estate described as (hereinafter referred to as "Grantor's real estate"):

The South One Hundred Feet (S100') of the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-nine (29), in Township Seven (7) North, Range Four (4), East of the 6th P.M. in Saline County, Nebraska (the servient tenement);

and Grantee owns fee simple title to the real estate described as (hereinafter referred to as "Grantee's real estate"):

The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ), except that part deeded to Christian Petersen, of Section Thirty-two (32), in Township Seven (7) North, Range Four (4), East of the 6th P.M. in Saline County, Nebraska (the dominant tenement).

WHEREAS, Grantor has previously installed and is presently operating and maintaining an irrigation well, together with motor, pump, gear-head, pipe and other various related apparatus and equipment on Grantor's real estate.

WHEREAS, Grantor's irrigation well and equipment, aforesaid, has been and is presently being utilized to irrigate Grantee's real estate by means of piping therefrom extending under the County road and right-of-way running east and west between Grantor's real estate and Grantee's real estate.

WHEREAS, Grantor desires to ensure that Grantee's real estate continues to be irrigated from Grantor's irrigation well and equipment, aforesaid, and to grant to Grantee a perpetual easement over and across Grantor's real estate necessary therefore.

NOW, THEREFORE, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, her heirs, successors in title or interest and assigns forever, the exclusive right to use Grantor's irrigation well and equipment,

aforesaid, or any replacements thereof, for the express purpose of irrigating Grantee's real estate, together with a perpetual easement over and across Grantor's real estate necessary therefore, including ingress thereto and egress therefrom, subject to the following continuing terms and conditions, all of which shall survive consummation of this perpetual easement:

1. The perpetual easement hereby granted by Grantor unto Grantee shall be fully assignable in the premises by Grantee and her heirs, successors in title or interest and assigns.

2. The perpetual easement hereby granted by Grantor unto Grantee shall be held by Grantee and her heirs, successors in title or interest and assigns as appurtenant to Grantee's real estate.

3. Grantee shall operate, maintain, repair and/or replace the Grantor's irrigation well and equipment, aforesaid, as may be necessary and at her own cost and expense.

4. Grantor's irrigation well and equipment, aforesaid, and as the same may be replaced, repaired, reconditioned, enhanced, added to or improved in any way by Grantee pursuant to this perpetual easement shall remain or become, as the case may be, the sole property of Grantor and his heirs, successors in title or interest and assigns.

5. It shall be Grantee's responsibility to obtain all permits, licenses, consents and/or authorizations necessary for the operation of Grantor's irrigation well and equipment, aforesaid, or replacements thereof, in accordance with all applicable laws, rules and/or regulations of the State of Nebraska or any other governmental body.

6. Grantee shall repair and restore at her own cost and expense any damage or disturbance which may be caused to Grantor's real estate as the result, direct or indirect, of her operation of Grantor's irrigation well and equipment, aforesaid, or replacements thereof.

7. Grantee shall not construct or allow construction of any irrigation well on Grantor's real estate other than Grantor's present irrigation well without first obtaining Grantor's written agreement therefore.

8. Grantee hereby waives and releases Grantor and his successors in interest from any and all claims, damages, causes of action or liability that may presently exist or subsequently accrue by reason of her operation of Grantor's irrigation well and equipment, aforesaid, or replacements thereof, and to indemnify and save him harmless therefrom, including all costs, expenses and reasonable attorney's fees incurred by him in connection therewith.

9. All covenants and agreements herein contained shall extend to and be binding upon the personal representatives, heirs,

successors in title or interest and assigns of the parties hereto and that said covenants herein contained shall run with the land.

10. June Knudsen joins in the execution of this perpetual easement as spouse of Grantor, thereby releasing all rights and marital interests which she may presently possess or subsequently acquire in Grantor's real estate.

GRANTOR:

GRANTEE:

Stanley J. Fritz  
Stanley J. Fritz

Laurie M. Hesel  
Laurie M. Hesel

June Knudsen  
June Knudsen

STATE OF NEBRASKA )  
  ) SS.  
COUNTY OF SALINE )

On this 15th day of October, 2007, before me, a notary public, duly commissioned and qualified for said County, personally came Stanley J. Fritz and June Knudsen, Husband and Wife, to me known to be the identical persons who subscribed to the foregoing easement, and they acknowledged the same to be their voluntary acts and deeds.

Witness my hand and notarial seal the day and year last above written.

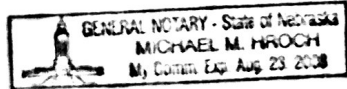


Michael M. Hroch  
Notary Public

STATE OF NEBRASKA )  
  ) SS.  
COUNTY OF SALINE )

On this 15th day of October, 2007, before me, a notary public, duly commissioned and qualified for said County, personally came Laurie M. Hesel, to me known to be the identical person who subscribed to the foregoing easement, and she acknowledged the same to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Michael M. Hroch  
Notary Public