



BK 0940 PG 275



MISC 1990 18416

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

E A S E M E N T

AGREEMENT made the 28th day of December, 1970,
between VALLEY FEED YARDS, INC., Grantor, and RAY'S VALLEY
LAKES, INC., Grantee,:

WHEREAS, Grantor is the fee simple owner of certain lands
in Douglas County, Nebraska located in Sections Thirty-Five (35)
Township Sixteen North (16N), Range Nine East (9E), across which
has been constructed a private road running between certain land
in which Grantee herein holds a Lessee's interest and State
Highway # 64, and

WHEREAS, Grantee's leasehold interest in said land was
obtained under a lease agreement between Grantor herein as Lessor
and Grantee herein as Lessee and dated the 29th day of April,
1967, and

WHEREAS, said lease agreement contemplates without mention
that Grantee herein will be given the use of the above described
private road during the term of said lease, and

WHEREAS, the use of the private roadway is essential to
the value of Grantee's leasehold in that it provides the only
access to and from the property, and

WHEREAS, it is the intention of the parties to this agree-
ment to clarify and make certain the rights given Grantee under
said lease agreement by the granting of an easement and right-of-
way over said private road for the purposes and in the manner
hereinafter expressed:

NOW THIS INDENTURE WITNESSETH that in consideration of
the lease agreement between the parties and for the additional
consideration of \$10.00 paid by Grantee to Grantor, the receipt
of which is hereby acknowledged, Grantor hereby grants unto
Grantee, its successors and assigns:

Full and free right and liberty for it or its
agents, its or their tenants, servants, visitors,
sublessees, patrons and the public generally, and
vehicles of any description, for all purposes
connected with the use and enjoyment of Grantee's
leasehold and for whatever purpose the said
leasehold may be from time to time lawfully used
and enjoyed, to pass and repass along the said
private road which is described as follows:

A right-of-way, 50 feet in width, lying immediately east of the line hereafter described: Beginning at a point 1040 feet east of a point on the South R.O.W. line of State Highway 64, 33.0 feet south and 33 feet east of the Northwest Corner of Section 35; thence south a distance of 1320 feet, thence South 15° 00' 00" a distance of 600 feet; thence South 4° 15' 20" East, a distance of 610 feet; thence Southeasterly to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 35; thence South along the East line of the Northwest Quarter of the Southwest Quarter of said Section 35 a distance of 1200 feet.

This easement shall continue in effect so long as the lease agreement between the parties hereto shall continue and any renewal of said lease agreement shall constitute an extension of this easement for an additional and equal term.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal the day and year first above written.



VALLEY FEED YARDS, INC.

By Everett F. Smith

RAY'S VALLEY LAKES, INC.

CORPORATE SEAL

By Ray Bellarreal

IK 940 N 35-16-9 KP C/O FEE 10.50
G 275-276 N 35-16-9 QV DEL 11 MC
IF Misc COMP A FIP 01-60000 QV
STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

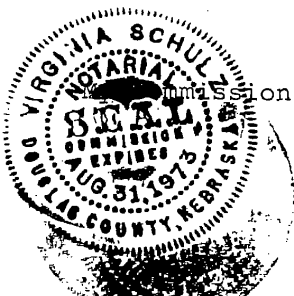
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OCT 4 10 15 AM '90
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Before me, a notary public qualified in said county, personally came Everett F. Smith, President of Valley Feed Yards, Inc., a corporation, known to me to be the same and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on the 15th day of Jan, 1974.

Virginia Schulz
Notary Public



Commission expires August 31 1973.