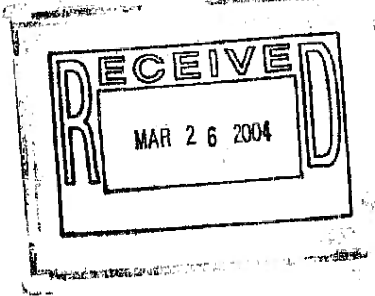


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Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_  
Proofed \_\_\_\_\_

FILED

04 APR 27 PM 3:17

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

200402058  
STATE OF NEBRASKA COUNTY OF WASHINGTON'SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 27 DAY OF April A.D. 2004  
AT 3:17 O'CLOCK P M AND RECORDED IN BOOK  
485 AT PAGE 677-678  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY [Signature]

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to: Hidden Acres Farms L.L.C., hereinafter referred to as **GRANTOR**, by Papio-Missouri River Natural Resources District, a governmental subdivision of the State of Nebraska, hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, the **GRANTOR** do hereby grant, bargain, sell, transfer, and convey unto the **GRANTEE**, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines for the transportation of water, and all valves, devices, connections, and other appurtenances thereto (and the right to have the easement corridor free from other structures, trees and shrubs) in, under, over, across, and through the land of the **GRANTOR** in Washington County, Nebraska, described as follows:

The South Half of the Northeast Quarter of the Southeast Quarter (S 1/2 NE 1/4 SE 1/4) and the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) all in Section 18, Township 17 North, Range 12 East of the 6<sup>th</sup> p.m., Washington County, Nebraska.

The easement corridor shall be described as the East Twenty-five Feet (25.0') of the above described property (excluding county road right-of-way), together with the rights of egress and ingress of adjoining lands of the **GRANTOR**.

The **GRANTOR** waives compliance by the **GRANTEE** with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended).

The **GRANTOR**, for itself and for its successors and assigns, covenants and agrees that **GRANTOR** are the owner of the Easement Area and that it has good right to convey this easement over the same; that said premises are free and clear of all liens and encumbrances, except easements and covenants of record; and, that it will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

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This Easement shall not pass, nor be construed to pass, to the GRANTEE, any fee simple interest or title to the Easement Area. The GRANTOR shall have the reserved right to make reasonable non-structural uses of the Easement Area which do not interfere with the GRANTEE'S rights under this Easement.

The consideration hereinabove recited shall constitute payment in full for any damages (except for crops) to the land of the GRANTOR, his successors and assigns, by reason of the installation, and construction of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 22 day of 2004.

[Signature]  
GRANTOR

Manager  
Title

STATE OF NEBRASKA )  
COUNTY OF Douglas )ss.

On this 23 day of March, 2004, before me, a Notary Public in and for said County, personally came the above named Curt Hoyer, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument as GRANTOR, and acknowledged the execution of said instrument to be his (her) (their) voluntary act and deed.

WITNESS my hand and Notarial Seal the Date last aforesaid.

[Signature]  
Notary Public



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