

# 215

EASEMENT

THIS EASEMENT is granted by Richard T. Johnson and Irene O. Johnson, Husband and Wife (hereinafter called "Grantor") to Lyman-Richey Corporation, a Delaware Corporation and its principal place of business at Omaha, Nebraska, and its successors, assigns and transferees (hereinafter called "Grantee").

WHEREAS, Grantee is purchasing certain properties from Grantor described as all of Lots 25, 26 and 27 in the SE 1/4 of Section 35, Township 13 North, Range 13 East of the 6th P.M., subject to the Burlington Northern Railroad right-of-way (containing 4.249 acres), in Cass County, Nebraska (hereinafter called the "Purchased Property"); and

WHEREAS, Grantor is the owner of the Northeast 1/4 of Section 35, Township 13 North, Range 13 East of the 6th P.M. in Cass County, Nebraska (hereinafter called the "Encumbered Premises"), and

WHEREAS, Grantee is in need of access from said Purchased Property to a certain County road which runs north and south along the center line of said Section 35 and is not willing to purchase the above-described property with said access.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Easement. The Grantor hereby grants to Grantee a nonexclusive Easement upon the Encumbered Premises covering that portion of the Northeast 1/4 of Section 35-13-13, Cass County, consisting of the southernmost 16 feet of said Northeast 1/4 of Section 35-13-13 and which runs east and west along the northern line of Lots ~~25, 26~~, 27 and 28 in the Southeast 1/4 of 35-13-13, which Lots are to the immediate south of this Easement. This Easement shall be for the purpose of providing ingress and egress from the Purchased Property as described above to the County road which runs north and south along the center line of said Section 35. Grantee shall have the nonexclusive right to use said Easement as a roadway for motor vehicles and transportation of all types. This Easement shall be perpetual and permanent and shall run with the land and shall be binding upon Grantor and Grantor's heirs, successors, assigns and transferees and shall inure to the benefit of Grantee and Grantee's successors, assigns and transferees. Grantee shall have the right at its own expense, but not any obligation, to construct or grade a dirt, gravel or paved road within said Easement to connect to the County road described above and may, from time to time, place gravel within said Easement in order to provide a usable roadway for its vehicles.

Filed for Record 6-15-89 At 9:12 A.M.

In Book 37 of THUR Page 267

Register of Deeds, Cass Co., NE Darius W. Wingo

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2. Miscellaneous: Grantor warrants and represents it is the owner of the Encumbered Premises described above upon which this Easement is granted and that Grantor has the sole lawful authority to grant the easement as set forth herein.

SIGNED this 14 day of June, 1989.

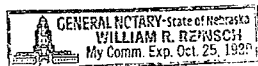
Richard T. Johnson  
Richard T. Johnson

Irene O. Johnson  
Irene O. Johnson

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 14 day of June, 1989, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Richard T. Johnson, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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

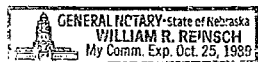


William R. Reinsch  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 14 day of June, 1989, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Irene O. Johnson, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

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



William R. Reinsch  
Notary Public