Pages 3 Doc Tax\$ EX#	State of Nebraska, Gage County ss. En-	2005 1440
Fee Amt \$ 15.50 Ck Pd \$	tered in Numerical Index and filed for record the 6th day of April 20	2005-1449
Cash Pd \$ 15.50 Refund \$	record the oth day of April 20	1-5-5
	at	_
Paid by <u>NIEMEYER</u> Ck# <u>CASH</u> Ck#	INSTRUMENT NO	TRACT INDEX
**************************************	2005• 1449	COMPUTER
CUSTOMER CODE	Register of Deeds	COMPARED A
RETURN TO RICHARD NIEMEYER		
BOX 411	By Deputy	
PICKRELL NE 68422		

## **EASEMENT**

THIS EASEMENT AGREEMENT, made and entered into this 5th day of \_\_\_\_\_\_\_\_, 2005, by and between Richard F. Niemeyer and Dorothy Ann Niemeyer, Co-Trustees of the Richard F. and Dorothy Ann Niemeyer Trust dated March 22, 2003, hereinafter referred to as "Owner 1", and Bradley R. Niemeyer and Debra M. Niemeyer, Husband and Wife, hereinafter referred to as "Owner 2".

## WITNESSETH

WHEREAS, Owner 1 is the owner of the following described real property, to-wit:

The Southwest Quarter (SW1/4) of Section One (1), Township Five (5) North, Range Five (5) East of the 6th P.M., Gage County, Nebraska, EXCEPT the following parcels of real estate:

That part of the Southwest Quarter (SW¼) of Section One (1), Township Five (5) North, Range Five (5) East of the 6th P.M., Gage County, Nebraska, more particularly described as follows, to wit: Beginning at the Southeast corner of the said SW¼ of Section 1; thence along the South line of the said SW¼ on an assigned bearing of S90°00'W 327.00 feet; thence parallel to the East line of the said SW¼ N0°14'27"E 400.00 feet; thence parallel to the South line of the said SW¼ N90°00'E 327.00 feet to a point on the East line of the said SW¼; thence along the said East line S0°14'27"W 400.00 feet to the point of beginning; and,

The South 620.00 feet of the West 400.00 feet of the Southwest Quarter (SW1/4) of Section One (1), Township Five (5) North, Range Five (5) East of the 6th P.M., Gage County, Nebraska; and,

WHEREAS, Owner 2 is the owner of the following described real property to-wit:

The South 620.00 feet of the West 400.00 feet of the Southwest Quarter (SW1/4) of Section One (1), Township Five (5) North, Range Five (5) East of the 6<sup>th</sup> P.M., Gage County, Nebraska; and,

WHEREAS, there exists a water well on the real property owned by Owner 1 to which Owner 1 wishes to grant an Easement for a right to use the water from said well so long as the same shall exist; and,

WHEREAS, Owner 2 currently supplies electricity to the well on the real property owned by Owner 1 for the purpose of pumping water to the real property owned by Owner 2, and Owner 1 wishes to grant to Owner 2 an Easement for the purpose of supplying electricity as stated.

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Grant of Easement: Owner 1, does hereby grant, bargain, sell, convey and confirm unto Owner 2 and to their heirs, successors and assigns an Easement for the purpose of allowing access to water from the well located on the real property owned by Owner 1, and further, for the purpose of allowing ingress and egress to said well by Owner 2 for the purpose of supplying electricity thereto, or for any other purpose associated with said well. Except for the consideration paid as provided herein, there shall be no fee charged by Owner 1 to Owner 2 for the grant of said Easement.
- 2. <u>Perpetual Easement</u>: The Easement granted herein is perpetual and is for the benefit of and appurtenant to the real property affected hereby.
- 3. <u>Maintenance of Well</u>: Both parties shall be responsible for the maintenance of the well and shall be responsible for the repair of any damage to the same.
- 4. <u>Inurement</u>: This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, each to the other.
- 5. <u>Headings</u>: The paragraph headings used in this Easement are for convenience of reference only and shall not limit or otherwise affect, or be used in the construction or interpretation of any of its terms or provisions hereof.

IN WITNESS WHEREOF, the parties have entered to affix their signatures on the day and year first above written.

OWNER 1:

Richard F. Niemover, Co. Treaton

Forothy Ann Niemeyer, Co-Trustee

OWNER 2:

Bradley R Niemeyer

Debra M. Niemever

STATE OF NEBRASKA ) 2005- 1449
COUNTY OF)ss:
The foregoing instrument was acknowledged before me on the 5th day of, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co, 2005, by Richard F. Niemeyer and Dorothy Ann Niemeyer, Co
Trustees of the Richard F. and Dorothy Ann Niemeyer Trust Agreement dated
March 22, 2003.  GENERAL NOTARY - State of Nebraska  JUDY SPILKER  My Comm. Exp. Feb. 14, 2008  Notary Public
STATE OF NEBRASKA ) )ss: COUNTY OF Hage )
The foregoing instrument was acknowledged before me on the 5th day of April , 2005, by Bradley R. Niemeyer and Debra M. Niemeyer, Husband and Wife.
GENERAL NOTARY - State of Nebraska JUDY SPILKER My Comm. Exp. Feb. 14, 2008  Notary Public  Sully Apulker  Notary Public