

STATE OF NEBRASKA }  
SALINE COUNTY } ss

Entered in numerical index and filed  
for record, the 22 day of October  
19 97 at 9:00 o'clock A. M. and record-  
ed in Book 275 of Records Page 645

*Phyllis Rye*  
County Clerk

From and Return to:  
Farm Credit Services  
P. O. Box 685  
Beatrice, NE 68310-0685  
Fee: \$7.50 Paid

EASEMENT

KNOW ALL BY THESE PRESENTS:

Max Waldo, Inc., a Nebraska Corporation, (hereinafter referred to as "Grantor") of Saline County, Nebraska, in consideration of \$1.00 and other good and valuable consideration, does hereby grant and convey unto Max Waldo, Inc., a Nebraska Corporation, (hereinafter referred to as "Grantee") its lessees, successors, and assigns, an easement with the right to dispose of manure, together with rights of ingress and egress over and across the property owned by the Grantor, which property is described as follows:

- W $\frac{1}{2}$  SW $\frac{1}{4}$  ----- Sec. 3-5N-4E 6th P.M.
- E $\frac{1}{2}$  SE $\frac{1}{4}$  ----- Sec. 4-5N-4E 6th P.M.
- E $\frac{1}{2}$  NE $\frac{1}{4}$  ----- Sec. 9-5N-4E 6th P.M.
- N $\frac{1}{2}$  NW $\frac{1}{4}$  ----- Sec. 10-5N-4E 6th P.M.

All in Saline County, Nebraska

Grantor and Grantee expressly agree and understand that the easement granted herein will be for the right to dispose of manure with rights of ingress and egress to and from the Grantee's real estate. The specific real estate to be benefited hereby is described as follows:

N $\frac{1}{2}$  NE $\frac{1}{4}$  of Sec. 25-5N-4E 6th P.M., Saline County, Nebraska, except that portion conveyed to the Chicago, Rock Island and Pacific Railroad and except that portion conveyed to the State of Nebraska.

This easement will not be an exclusive easement but will be subject to common use by Grantor, as well as its invitees, successors and assigns. Grantee shall at all times exercise all due care and diligence to avoid injury or damage to the growing crops, livestock, and/or fencing or other personal property of the Grantor.

This easement shall run with the title to the Grantor's real estate described above and shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties to this easement agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16th day of October, 1997.

GRANTOR:

GRANTEE:

Max Waldo, Inc., A Nebraska Corporation

Max Waldo, Inc., a Nebraska Corporation

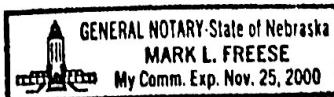
By: *Max Waldo*  
Max L. Waldo, President

By: *Max L. Waldo Pres*  
Max L. Waldo, President

By: *Patricia J. Waldo, Sec*  
Patricia J. Waldo, Secretary

By: *Patricia J. Waldo Sec*  
Patricia J. Waldo, Secretary

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Gage )



On this 16th day of October, A.D., 1997, before me, a Notary Public in and for said County and State, personally appeared Max L. Waldo and Patricia J. Waldo, to me personally known to be the identical persons who executed the foregoing easement, who being by me duly sworn did say that they are President and Secretary of said corporation; that said easement was signed in behalf of said corporation, and acknowledged said easement to be the free and voluntary act and deed of said corporation by it voluntarily executed.

My Commission Expires: November 25, 2000 *Mark L. Freese*  
Notary Public