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Register of Deeds				

Submitted by: Nebraska Title Company-Beatrice 210
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2016-00628
STATE OF NEBRASKA } SS
SALINE COUNTY

Entered in numerical index and filed on record, the 27 day of April 2016 at 03:08 o'clock PM and recorded in Book 416 of REC Page 902

Daryl J. Jirka
County Clerk

Electronically Recorded By: drk

(Space Above This Line for Recording Purposes)

Mail to: Robert M. Schafer, Attorney
Carlson, Schafer & Davis, P.C., L.L.O.
114 N. 6th Street, Beatrice, NE 68310

WELL EASEMENT AGREEMENT

This Well Easement Agreement, is made and entered into this 26th day of April, 2016, by and between Max Waldo, Inc., a Nebraska Corporation, 14144 W. Dogwood Road, DeWitt, Nebraska 68341, herein referred to as "Waldo", whether one or more, and Michael Kopf, Jr. and Megan Kopf, husband and wife, 2325 State Hwy. #103, DeWitt, Nebraska 68341, herein referred to as "Kopf", whether one or more.

RECITALS:

WHEREAS, Waldo is the owner of the real estate encompassing the water well easement area, the exact legal description of which is set forth on Exhibit "A", being attached hereto and made a part hereof, hereinafter referred to as the "Waldo Tract;" and

WHEREAS, Kopf is the owner of the following described real estate:

Lot One (1), Waldo Subdivision, located in the North Half of the Northeast Quarter (N½ NE¼) of Section Twenty-five (25), Township Five (5) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, and more particularly described by metes and bounds as follows:

For the purpose of this legal description, the basis of bearings is the East line of the North Half of the Northeast Quarter of said Section 25, having an assumed reference bearing of N02°09'27"W.

Referring to the East Sixteenth Corner of the Northeast Quarter of said Section 25; thence northerly N02°09'27"W, on the East line of the North Half of the Northeast Quarter of said Section 25, 20.00 feet thence westerly S87°36'52"W, 60.29 feet, to a point of intersection on the West line of the State of Nebraska Highway Right of Way as recorded in the Saline County Register of Deeds, Deed Book 99, Page 296, said point also being the Point of Beginning; thence continuing westerly

S87°36'52"W, 307.07 feet; thence northerly N01°10'15"W, 287.46 feet; thence easterly N87°36'52"E, 302.26 feet, to a point of intersection on said West Highway Right of Way line; thence southerly S02°07'44"E on said West Highway Right of Way line, 287.40 feet, to the True Point of Beginning,

hereinafter referred to as the "Kopf Tract"; and

WHEREAS, the Waldo Tract and the Kopf Tract are adjacent to one another; and

WHEREAS, Kopf is desirous of access and use of the well located upon the Waldo Tract, as this is the well providing water to the Kopf Tract; and

WHEREAS, Waldo desires to give Kopf an Easement for purposes of access and use of said well located upon the Waldo Tract, and the parties desire to set forth their rights and obligations and reduce the same to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS HEREIN SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The recitals hereof are made a part of this Agreement.
2. Waldo hereby grants unto Kopf, an Easement over, under and across the Waldo Tract for the purpose of allowing Kopf the right to use the well located upon the Waldo Tract for water that supplies the Kopf Tract.
3. Kopf shall have the right to use water from the well located on the Waldo Tract, and the right to construct, operate, repair, maintain, replace and reconstruct any well connections and lines to/from said well located on the Waldo Tract, provided the well is operational.
4. Both Waldo and Kopf shall equally share the cost of maintenance and repair associated with the well, including but not limited to, the pump, pump house, motor, water line, electric line or any other device relating to the operation of the well itself. Repairs deemed necessary to the well shall be mutually agreed upon by both parties prior to the work being done. Payment for said repairs shall be payable by both parties immediately upon receipt of bill for parts and/or services. Waldo shall bear responsibility for the cost for any and all maintenance and repair of a water line and connection to the well as it relates to Waldo's Tract. Kopf shall bear responsibility for the cost for any and all maintenance and repairs of a water line and connection to the well as it relates to the Kopf's Tract.
5. Waldo shall stand the cost of the electricity to operate the well, including service to the Kopf Tract, with no reimbursement to Waldo by Kopf for the first ten (10) years. At the expiration of said 10 years, Waldo and Kopf shall equally bear the cost of installation of a new meter from Norris Public Power District (NPPD), resulting in Kopf paying the cost of electricity to operate the well to service the Kopf Tract.

6. In the event that the present well located upon the Waldo Tract shall fail and require reconditioning during the term of this Easement, then the well located upon the Waldo Tract shall be deemed to be abandoned and each party shall be relieved of any further rights or obligations under this Easement. Accordingly, each party hereto shall either take necessary action to have their respective real estate tract served by rural water or otherwise install a new well upon their respectively owned real estate, free and clear of this Easement.

7. This Easement shall run with the land for a period of thirty (30) years from the date hereof and shall be subject to termination upon the mutual agreement of the parties hereto. The parties agree to execute all documentation necessary to establish said termination in a form acceptable to the Saline County Register of Deeds.

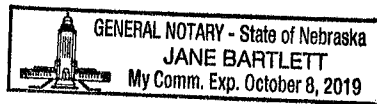
8. Waldo makes no guarantees, representations, warranties or agreements as to the quality and quantity of water supplied from said well.

IN WITNESS WHEREOF, the parties have signed this Agreement for Easement on the date first above written.

Max Waldo, Inc., a Nebraska corporation,

By Max Waldo Pr.
Max Waldo, President

STATE OF NEBRASKA, COUNTY OF Gage)ss:
The foregoing instrument was acknowledged before me on this 26th day of April, 2016, by Max Waldo, Inc., a Nebraska corporation, by and through its President, Max Waldo.

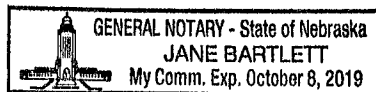


Jane Bartlett
Notary Public

Michael Kopf, Jr.
Michael Kopf, Jr.

Megan Kopf
Megan Kopf

STATE OF NEBRASKA, COUNTY OF Gage)ss:
The foregoing instrument was acknowledged before me on this 26th day of April, 2016, by Michael Kopf, Jr. and Megan Kopf, husband and wife.



Jane Bartlett
Notary Public

EXHIBIT "A" – WALDO TRACT

A Water Line Easement for the benefit of Lot 1, Waldo Subdivision, located on a part of the North Half of the Northeast Quarter of Section 25, Township 5 North, Range 4 East of the 6th P.M., Saline County, Nebraska, and being more particularly described by metes and bounds as follows:

For the purpose of this legal description, the basis of bearings is the East line of the North Half of the Northeast Quarter of said Section 25, having an assumed reference bearing of N02°09'27"W.

Referring to the East Sixteenth Corner of the Northeast Quarter of said Section 25; thence northerly N02°09'27"W, on the East line of the North Half of the Northeast Quarter of said Section 25, 20.00 feet; thence westerly S87°36'52"W, 60.29 feet, to a point of intersection on the West line of the State of Nebraska Highway Right of Way as recorded in the Saline County Register of Deeds, Deed Book 99, Page 496, said point also being the Southeast Corner of said Lot 1, thence continuing westerly S87°36'52"W, on the South line of said Lot 1, 307.07 feet, to the Southwest Corner of said Lot 1; said corner also being the Point of Beginning; thence northerly N 01°10'15"W, on the West line of said Lot 1, 90.02 feet; thence westerly S87°36'52"W, 370.00 feet; thence southerly S02°23'08"E, 110 feet more or less, to a point of intersection on the South line of the North Half of the Northeast Quarter of said Section 25; thence easterly on the South line of the North Half of the Northeast Quarter of said Section 25 to a point of intersection with the southerly extension of the West line of said Lot 1; thence northerly on the southerly extension of the West line of said Lot 1 to the Southwest Corner of said Lot 1, said Corner also being the True Point of Beginning.

Subject to all Easements, Restrictions and Reservations of record.