



PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Schied Farms LLC herein called the "Grantor", record owner of the real property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed does hereby grant, remise and relinquish unto Lancaster County, a governmental subdivision of the State of Nebraska, herein called "Grantee", permanent easement on the following legally described real estate situated in Lancaster County, Nebraska, to wit:

A part of Lot 19, Irregular Tracts, located in the SW 1/4, of Section 12, Township 11 North, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Referring to the southeast corner of said SW 1/4; thence westerly with the south line of said SW 1/4, a distance of 369.89 feet to a point; thence northerly perpendicular to the south line of said SW 1/4, a distance of 40.00 feet to a point of intersection with the south line of said Lot 19, Irregular Tracts, said point also being the point of beginning; thence continuing on the last described course, a distance of 30.00 feet to a point; thence westerly 70.00 feet north of and parallel with the south line of said SW 1/4, a distance of 175.00 feet to a point; thence southerly perpendicular to the south line of said SW 1/4, a distance of 30.00 feet to a point of intersection with the south line of said Lot 19, Irregular Tracts; thence easterly with the south line of said Lot 19, Irregular Tracts, 40.00 feet north of and parallel with the south line of said SW 1/4, a distance of 175.00 feet to the point of beginning.

Containing 0.12 acres, more or less.

TO HAVE AND TO HOLD unto Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign, grant and dedicate utility easements and that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The Grantor, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the Grantees uses herein specified. If the Grantor chooses to make such improvements, Grantor hereby waives all claims for damages which may occur from the Grantees use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof the Grantor has signed this 26 day of Feb, 2011.

x Schied Farms LLC by
Greg Weickert

x _____

Carol Colony

State of Nebraska, County of Douglas:

Before me, a Notary Public qualified for said County, personally came Judy
Weichmoldt

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on Feb 20, 2011

My commission expires Oct 5, 2011

Notary Public [Signature]



State of _____, County of _____:

Before me, a Notary Public qualified for said County, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on _____

My commission expires _____

Notary Public _____