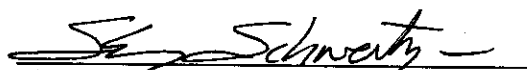


State of Nebraska)
County of Seward) ss.

Filed for record on September 16, 2016
at 2:07 p.m. and recorded as
Instrument No. 201602222.


Sherry Schweitzer, County Clerk
Fee: \$34.00
5 Page Document

Return to: Timothy L. Moll
REMBOLT LUDTKE LLP
125 S. Sixth Street
Seward, NE 68434

RESERVATION OF EASEMENT AND WELL USE AGREEMENT

8th THIS EASEMENT AND WELL USE AGREEMENT ("Easement") is made as of this
day of August, 2016, by TIMOTHY A. BURKEY and SIDNEY D. BURKEY (collectively
"Grantor").

WHEREAS, Grantor owns a tract of land legally described as follows and referred to
herein as the "Farm Parcel":

That part of the Southeast Quarter of Section 25, Township 9 North, Range 2
East of the 6th P.M., Seward County, Nebraska, lying north and east of the
center of the channel of the Big Blue River, EXCEPTING that part deeded to
Seward County, Nebraska, by Warranty Deed filed in Book 132, Page 756 on
November 1, 2007; and

That part of the Northeast Quarter lying north and east of the center of the
channel of the Big Blue River, EXCEPTING that part deeded to Seward
County, Nebraska by Warranty Deed filed in Book 132, Page 759 on
November 1 2007, all in Section 25, Township 9 North, Range 2 East of the
6th P.M., Seward County, Nebraska; and EXCEPTING that portion of said
Northeast Quarter described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST
QUARTER; THENCE N 88°51'00" E ON THE NORTH LINE OF SAID
NORTHEAST QUARTER A DISTANCE OF 649.02' TO THE POINT OF
BEGINNING; THENCE CONTINUING N 88°51'00" E ON SAID NORTH
LINE 200.37'; THENCE S 01°09'19" E A DISTANCE OF 846.65'; THENCE S
83°27'55" W A DISTANCE OF 226.22'; THENCE S 88°53'23" W A DISTANCE
OF 120.09'; THENCE N 01°10'23" W A DISTANCE OF 105.01'; THENCE N
05°20'41" E A DISTANCE 247.90'; THENCE N 39°18'29" E A DISTANCE OF
197.76'; THENCE N 03°07'08" W A DISTANCE OF 333.20'; THENCE N
01°09'53" W A DISTANCE OF 33.00' TO THE POINT OF BEGINNING,
CONTAINING 5.17 ACRES, MORE OR LESS.

WHEREAS, Grantor owns a tract of land legally described as follows and referred to herein as the "Acreage Parcel":

A tract of land located in the Northeast Quarter of Section 25, Township 9 North, Range 2 East of the 6th P.M., Seward County, Nebraska, described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE N 88°51'00" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 649.02' TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°51'00" E ON SAID NORTH LINE 200.37'; THENCE S 01°09'19" E A DISTANCE OF 846.65'; THENCE S 83°27'55" W A DISTANCE OF 226.22'; THENCE S 88°53'23" W A DISTANCE OF 120.09'; THENCE N 01°10'23" W A DISTANCE OF 105.01'; THENCE N 05°20'41" E A DISTANCE 247.90'; THENCE N 39°18'29" E A DISTANCE OF 197.76'; THENCE N 03°07'08" W A DISTANCE OF 333.20'; THENCE N 01°09'53" W A DISTANCE OF 33.00' TO THE POINT OF BEGINNING, CONTAINING 5.17 ACRES, MORE OR LESS.

WHEREAS, Grantor intends to sell the Acreage Parcel to Nathan L. Jones and Rachel R. Jones, husband and wife, and desires to reserve certain easement and other rights with regard to the Acreage Parcel for the benefit of the Farm Parcel prior to completing said transfer.

NOW THEREFORE, the Grantor hereby makes the following grant and reservation of easement rights:

1. Reservation and Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby reserves and grants an easement across the Acreage Parcel as necessary for ingress and egress and other purposes related to the reasonable utilization of the rights reserved for the benefit of the Farm Parcel as described herein. The portion of the Acreage Parcel subject to use for the benefit of the Farm Parcel is referred to hereinafter as the "Easement Area."

2. Scope of Easement and Well Use. The easement reserved herein is for the benefit of the fee simple owner of the Farm Parcel and its successors and assigns, tenants, licensees, and permittees (collectively the "Farm Parcel Owner"), and constitutes a permanent non-exclusive easement in, over and through the Easement Area, permitting the use of the Easement Area for the purposes and permitted uses set forth in this Section and shall burden the fee simple owner of the Acreage Parcel and its successors and assigns, tenants, licensees and permittees (collectively the "Acreage Parcel Owner"). The purpose and permitted uses of the Easement Area are as follows:

a. The Farm Parcel Owner may maintain and use a center pivot irrigation system (the "pivot") on the Farm Parcel. The wheels of the pivot may enter onto the Acreage Parcel, portions of the pivot may overhang onto the Acreage Parcel and the pivot may spray onto the Acreage Parcel as the pivot is operated in manner reasonably necessary to irrigate crops on the Farm Parcel. The Farm Parcel Owner shall have access across the Acreage Parcel

along established driveways for normal ingress and egress to access the center point of the pivot and for other purposes related to Seller's agricultural use of the Property, including, but not limited to the movement of trucks and/or farm equipment across the Acreage Parcel to reach the Farm Parcel. The Farm Parcel Owner may spread manure or apply lime, anhydrous or other chemicals to the Farm Parcel in the normal course of growing crops on the Farm Parcel. The Farm Parcel Owner may maintain livestock on the Farm Parcel from time to time. The Farm Parcel Owner shall apply all such substances and maintain all such livestock in a safe manner in accordance with accepted farming practices, but shall not be obligated to take steps to mitigate or eliminate unpleasant odors which may drift onto the Acreage Parcel.

- b. The Farm Parcel Owner shall have use of electricity from a service pole on the Acreage Parcel and buried electrical lines running from said pole across the Acreage Parcel to the pivot. The electricity shall be separately metered and the electricity expense shall be paid by the Farm Parcel Owner. The cost of repairing and/or maintaining the buried electrical lines shall be borne by the Farm Parcel Owner. The Farm Parcel Owner shall have access across and under the Acreage Parcel as reasonably necessary for repair and maintenance of said service pole and power lines. The Acreage Parcel Owner will not build any structures or otherwise impede access to the buried lines and/or the service pole.
- c. The Farm Parcel Owner shall have the right to use water from a well located on the Acreage Parcel which provides water to the residence located on the Acreage Parcel to provide potable water to cabins located on Farm Parcel as necessary for normal residential use at the cabins. The owners of the cabins on the Farm Parcel shall reimburse the Acreage Parcel Owner for each owner's proportion of the reasonable cost of operating and maintaining the well with such proportion based on the total number of residences using the well (including the residence on the Acreage Parcel). Such reimbursements and related matters may be addressed by the parties in well use agreements signed by the parties from time to time. In the event the existing well fails or otherwise requires repairs or maintenance, the Acreage Parcel Owner shall promptly replace the well or provide for necessary repairs and maintenance at the Acreage Parcel Owner's expense.

The Easement Area shall be used by the Farm Parcel Owner solely for the purposes set forth herein.

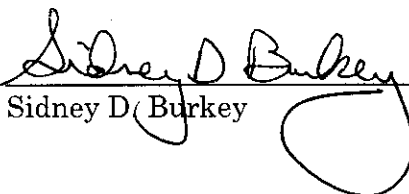
3. Additional Terms. The Easement shall be subject to the following terms and conditions:

- a. The Easement shall be permanent and shall be appurtenant to and run with the title to the land.

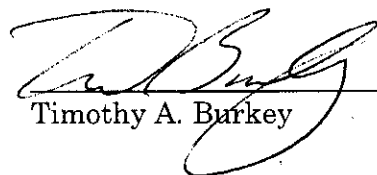
- b. The Acreage Parcel Owner shall pay all real estate taxes associated with the Easement Area as part of the general assessments against said parcel.
 - c. The Acreage Parcel Owner shall have the right to the full use and enjoyment of the Easement Area except for such use as may unreasonably interfere with the exercise of the easement rights granted herein. The Acreage Parcel Owner shall, at the Acreage Parcel Owner's expense, grade, maintain and repair the driveway(s) on the Acreage Parcel to the extent reasonably necessary to maintain the Farm Parcel Owner's access to the Acreage Parcel as provided herein.
 - d. Grantor covenants that it owns fee simple title to the Acreage Parcel and the Farm Parcel and has the legal right, title and capacity to grant and reserve the easement and other rights described herein.
 - e. This Agreement shall not be construed as a public dedication of the Easement Area, and no rights are conferred on any third party except as specifically set forth herein.
4. Amendment. This Agreement shall be amended only by a written instrument executed by the owner(s) of the fee simple interest in the Acreage Parcel and the Farm Parcel.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Easement as of the date and year first written above.

GRANTOR:

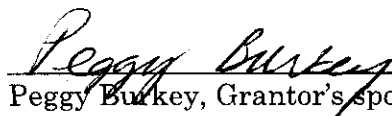


 Sidney D. Burkey

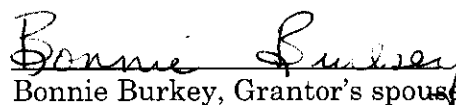


 Timothy A. Burkey

AGREED TO AND ACCEPTED BY:



 Peggy Burkey, Grantor's spouse



 Bonnie Burkey, Grantor's spouse



 Nathan L. Jones, Purchaser



 Rachel R. Jones, Purchaser

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

The foregoing instrument was acknowledged before me this 8th day of August, 2016, by Timothy A. Burkey and Bonnie Burkey, husband and wife.

(SEAL)

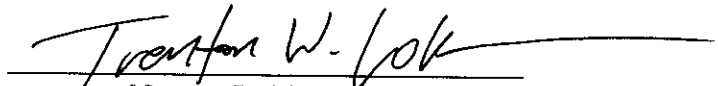

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)

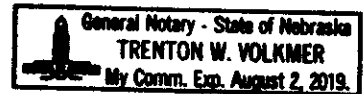


The foregoing instrument was acknowledged before me this 8th day of August, 2016, by Sidney D. Burkey and Peggy Burkey, husband and wife.

(SEAL)

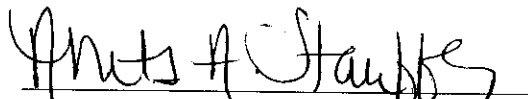

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SEWARD)



The foregoing instrument was acknowledged before me this 22nd day of August, 2016, by Nathan L. Jones and Rachel R. Jones, husband and wife.




Notary Public