

COMPARED

FILED
CASS COUNTY, NE.

2007 MAR 22 PM 4:53

BR 66 OF MIS PG 392

David Johnson
REGISTER OF DEEDS

Doc # 1603 \$15.50

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Adolph L. Fedde and Mary Ann Fedde, husband and wife, Joint Tenants, Grantors, for Ten Dollars (\$10.00), and other valuable considerations, to them paid by BNSF Railway Company, a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, AOB-3, Fort Worth, Texas 76131-2830, Grantee herein, and the promises of Grantee hereinafter specified, do hereby grant, remise, relinquish and convey unto Grantee, its successors and assigns, the right, privilege and permanent nonexclusive easement to operate a vehicular ingress and egress area on, over, through and upon all of the premises situated in Cass County, Nebraska, as described on Exhibit "A" attached hereto and made a part hereof by this reference ("Easement Area").

The foregoing permanent nonexclusive easement is made subject to and upon the following express conditions:

1. Grantors represent and warrant that they have legal title to the premises burdened by the above-described easement area and Grantors represent and warrant that they have all legal authority to grant the above-described Easement Area to Grantee.
2. Grantors, on behalf of themselves and their successors and assigns, may grant additional uses within the Easement Area that do not interfere with the uses of the property by the Grantee. The Grantors on behalf of themselves, their successors and assigns, covenant and agree that these additional uses shall in no way impede or deny the access and uses granted herein.
3. Grantee shall have the right, but not the obligation, to remove all trees, brush and other vegetation from the above-described Easement Area.
4. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantors and Grantee.
5. Grantee shall have the right of ingress and egress to said Easement Area from the public streets and roads.
6. Grantee shall have the right, but not the obligation, of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said above-described Easement Area and appurtenances thereto, located thereon, in whole or in part, at the will of the Grantee.
7. It being the intention of the parties hereto that Grantors are hereby granting the uses herein specified without divesting Grantors of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction thereon of permanent buildings, subject only to the right of Grantee to use the Easement Area for purposes herein expressed.

To have and to hold the same, together with all the hereditaments and appurtenances thereto belonging to Grantee for its use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

(G:\JGW\BNSF\Fedde\perm.nonexcl.easement.021607)

Parcel 1:

A non-exclusive permanent easement through a tract of land located in the Southeast Quarter (SE 1/4) of Section 9, Township 12 North, Range 10 East of the Sixth Principal Meridian, Cass County, Nebraska. Said easement being thirty (30) feet wide and also being fifteen (15) feet on both sides of the following-described centerline:

Beginning at the Southwest corner of said Southeast Quarter (SE 1/4); thence North 108.76 feet, along the West line of said Southeast Quarter (SE 1/4), to a point; thence Northeasterly, with a deflection angle of 19 degrees 20 minutes 27 seconds right, a distance of 224.50 feet to a point of curvature; thence Northeasterly, on a curve to the right, said curve having a radius of 415.00 feet, a deflection angle of 61 degrees 37 minutes 16 seconds right, an arc length of 446.33 feet and a long chord of 425.13 feet to a point of reverse curvature; thence Northeasterly, on a curve to the left, said curve having a radius of 300.00 feet, a deflection angle of 68 degrees 49 minutes 49 seconds left, an arc length of 360.40 feet and a long chord of 339.11 feet to a point of tangency; thence Northeasterly, a distance of 243.64 feet to a point of curvature; thence Northeasterly, on a curve to the left, said curve having a radius of 400.00 feet, a deflection angle of 9 degrees 52 minutes 23 seconds left, an arc length of 68.93 feet and a long chord of 68.84 feet to a point of tangency; thence Northerly, a distance of 557.65 feet to a point of curvature; thence Northeasterly, on a curve to the right, said curve having a radius of 5000.00 feet, a deflection angle of 6 degrees 24 minutes 45 seconds right, an arc length of 559.59 feet and a long chord of 559.30 feet to a point of tangency; thence Northeasterly, a distance of 346.78 feet to a point on the Southerly right-of-way line of the Burlington Northern Santa Fe Railway Company. Said easement contains 2.00 acres, more or less.

EXHIBIT A

#1609

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be signed by the record owners of the premises on the 27 day of February, 2007.

GRANTORS:

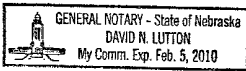
Adolph L. Fedde
Adolph L. Fedde, Owner

Mary Ann Fedde
Mary Ann Fedde, Owner

STATE OF NEBRASKA)
)ss.
COUNTY OF CASS)

Before me, the undersigned notary public, qualified in and for said county and state, personally appeared Adolph L. Fedde, to me known to be the identical person who executed the foregoing Perpetual Easement, and who acknowledged his execution of the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on February 27, 2007.

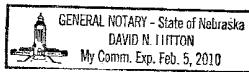


[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF CASS)

Before me, the undersigned notary public, qualified in and for said county and state, personally appeared Mary Ann Fedde, to me known to be the identical person who executed the foregoing Perpetual Easement, and who acknowledged her execution of the same to be her voluntary act and deed.

WITNESS my hand and notarial seal on February 27, 2007.



[Signature]
Notary Public