

#39

MUTUAL EASEMENT

RONALD R. ROSS and THOMAS D. ROSS (hereinafter referred to as "Ross") and owners of the following-described property:

Tax Lot 1 located in the SE.1/4 of the SE.1/4 of Section 24, T10N, R 12 E of the 6th P.M., Cass County, Nebraska,

hereby grant an easement to WOLPH FARMS, INC. (hereinafter referred to as "Wolph"), to use the existing driveway on said property above-described for ingress and egress to Wolph's grain storage facility and machine shed located adjacent to the Ross property on the west and north sides thereof, for so long as Ross owns the land above-described, said driveway which is the subject of this easement being shown on the subdivision plat of said Tax Lot 1 filed with the Register of Deeds of Cass County, Nebraska.

Wolph, owner of the following-described property:

The SE.1/4 of the SE.1/4 of Section 24, T10N, R 12, E of the 6th P.M., Cass County, Nebraska, except Tax Lot 1 located in said SE.1/4,

hereby grants an easement to Ross and subsequent owners of the Ross property the right to electrical service from the electrical utility pole on the Wolph property above-described for electrical service to the Ross property, continuous access to said electrical service as it is supplied to the Wolph property and the right to access such pole and electrical utility equipment as is necessary for repair and maintenance of the electrical service to the Ross property.

As such time as the Ross land may be sold to third parties, Ross will:

FIRST: Make every reasonable effort to sell the land with the easement. If the property cannot be sold with such easement;

SECOND: At Ross' expense, install a driveway of sufficient construction, width, rock base and adequate drainage (including a conduit placed near the county road east of the property to drain the water that flows in a north-south direction along the road), sufficient to support the customary and usual type and weight of truck used to haul grain to and from the grain storage facility on Wolph land; such driveway shall be constructed on Wolph land from the county highway west to a point north of the entrance to the grain handling facility, north of the row of cedar trees and then south to connect with the existing driveway to the grain storage facility; Ross shall remove at their cost any trees as required for construction of said driveway;

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IN BOOK 46 OF MISS PAGE 239  
REGISTER OF DEEDS, CASS CO., NE Patricia Manning  
Doc #351 \*1550

COMPARED x

THIRD: After such driveway is properly constructed and approved by Wolph, the driveway easement that will exist over the driveway in favor of Wolph during Ross' ownership of the residence and land will terminate.

Further, Ross hereby grants an easement to Wolph for the use of water and electricity as required by Wolph and grants an easement for the existing underground water pipes which service the Wolph property to the west. Said easement specifically includes the right to ingress and egress and right to dig up and repair any pipe should that become necessary.

At such time as Ross sells the above-described property to a third party, Ross will pay any and all costs associated with dividing the electricity and water services so that the Wolph property, which is adjacent to the Ross property generally west, continues to receive water from the well located on the Wolph property to the east of the Ross property and water from the rural water district, as well as the current electrical service which runs to the Wolph elevator and machine shed.

Repairs, maintenance and replacements as are necessary to the water line above-described, will be shared equally by Ross and Wolph for that portion of the water line commonly used by Ross and Wolph. Maintenance, repairs and replacements for those parts of the water line used exclusively by Ross will be paid by Ross and maintenance, repairs and replacements for that portion of the water line used exclusively by Wolph will be paid by Wolph. The portion of this easement pertaining to water and electrical services shall run with the land and be perpetual in nature. Separate metering of electricity from the Wolph property to the Ross property, if required, shall be installed at Wolph's expense and separate metering of the water, if required, shall be installed at Ross' expense. ~~RRR LMR~~ ~~DK~~

*[Signature]*  
Ronald R. Ross

*[Signature]*  
Linda A. Ross

*[Signature]*  
Thomas D. Ross

Wolph Farms, Inc.  
*[Signature]*  
By Evelyn W. Krueger, President

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STATE OF NEBRASKA ]  
COUNTY OF OTOE ] ss:

ON THIS 24<sup>th</sup> day of February, 1995, before me the undersigned Notary Public duly commissioned and qualified for in said county and state, personally appeared RONALD R. ROSS and LINDA A. ROSS, husband and wife, and THOMAS D. ROSS, single, to me known to be the identical persons who signed the above and foregoing Mutual Easement and acknowledged the executions thereof to be their voluntary acts and deeds.

WITNESS my hand and seal the day and year last above written.

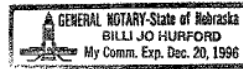


Brenda D. Royal  
Notary Public

STATE OF NEBRASKA ]  
COUNTY OF Cass ] ss:

ON THIS 27<sup>th</sup> day of February, 1995, before me the undersigned Notary Public duly commissioned and qualified for in said county and state, personally appeared EVELYN W. KRUGER, President of Wolph Farms, Inc., to me known to be the identical person who signed the above and foregoing Mutual Easement and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.



Bill Jo Hurford  
Notary Public