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DRAIN TILE COVENANTS AND EASEMENT

This Drain Tile Covenants and Easement ("Easement") is created and imposed by the Adolf E. Lange Revocable Living Trust ("Trust") the titleholder of record of all of the real estate described below for the benefit of the respective parcels and their future owners.

PURPOSE AND INTENT

- A. The Trust is the record owner of the real estate legally described as follows:

The North Half of the Southwest Quarter (N1/2 SW 1/4); and Lots Nine (9) and Eleven (11) of Irregular Tracts in the Southwest Quarter all being within Section Thirty Four (34), Township Twelve (12) North, Range Five (5) East of the 6th P.M., Lancaster County, Nebraska ("West Parcel").

- B. The Trust is also the record owner of the real estate legally described as follows:

That portion of Lot 8, Irregular Tract located in the Southeast Quarter of Section 34, Township 12 North, Range 5 East of the 6th PM, Lancaster County, Nebraska lying west of Oak Creek ("East Parcel").

The West Parcel and East Parcel are collectively referred to as the "Properties".

- C. The Properties are served by an existing drainage tile system that runs throughout the West Parcel and East Parcel ("Tile"). The exact location of the Tile is unknown except for the location at which it drains into Oak Creek which is generally shown on the attached Exhibit "A".
- D. The Tile is beneficial and necessary for the continued use of the Properties for agricultural purposes. The two parcels are to be sold by the Trust and separately owned and it is necessary to provide for the continued maintenance, operation repair and replacement of the Tile.

The following easements, covenants and restrictions are established upon the Properties:

Chapter title

1. Easement Description. The Trust hereby creates and declares an easement for the continued operation, repair, replacement and maintenance of the Tile on, over and under any portion of the Properties upon which the Tile is located the area being more particularly described generally as forty (40) feet in width, being ten (10) feet on the southern side of the center line of the Tile and thirty (30) feet on the northerly side of the Tile ("Easement Area") together with the right of reasonable ingress and egress on and over the Properties as may be necessary for maintaining the continued use and enjoyment of the Tile.

2. Tile Maintenance Obligations. The use of the Tile and the rights under this Easement shall be subject to the following terms, conditions, requirements and covenants:

- a. Right to Repair. Any party with an ownership interest in the Properties and benefitting from the Tile shall have the right to operate, maintain, repair or replace the tile drainage system.
- b. Time for Maintenance, Repairs and Replacement. Maintenance, repairs or replacement to the Tile ("Work") may be performed whenever the Tile malfunctions or otherwise requires some work performed in order for the Tile to function as designed.
- c. Work Notice. Any person contemplating undertaking any Work shall provide those owners upon whose property Work will be performed no less than three (3) days prior written notice of the Work with a written description and plans for the Work to be done, why it is necessary and a projected time line for its completion. The owner to whom the notice is provided may place reasonable restrictions upon the Work to be performed and require adequate assurance that timely payment for the Work will be made.
- d. Restoration. Any party undertaking Work pursuant to this Easement, shall have an obligation to restore the property to the same condition it was in prior to the Work being performed.
- e. Crop Damage and Indemnification. Any party performing Work under this Easement, shall pay for any land preparation or crop planting expenses, or damage to or destruction of any growing crops caused by the party or that party's agents, employees or contractors at any time while in, on or about the Properties and shall also indemnify, defend and hold the party upon whose property the Work is being performed, that party's beneficiaries, successors and assigns, harmless from and against all claims, demands, losses, costs and expenses that may arise or that they may incur as a result of exercising their rights under this Easement or undertaking the Work.

3. Breach of Obligations: Should any party fail or refuse to perform any of their obligations under this Easement, the party adversely effected, may perform the obligation or otherwise correct the deficiency. The actual costs of the party adversely effected together with a 10 percent (10%) inconvenience fee shall be the personal obligation of the party that failed to meet their obligations, shall bear interest at the rate of 14 percent per annum, and shall be a lien upon the property when filed of record.

4. Improvements. Neither party shall construct buildings, plant trees or shrubs or otherwise place improvements on or over the Easement Area. If any such improvements are made, the party on whose land such improvements are located shall have all claims for damages which may occur from the other party's exercising their rights herein and shall reimburse such other party for costs incurred in removing or working around such improvements in making repairs, replacements or performing maintenance.

5. Enforcement. This Easement and the covenants that are created shall run with the land and shall be binding upon and enforceable by the Trust and all persons claiming under the Trust. The enforcement of this Easement may be by proceedings at law or in equity against any person violating or attempting to violate any provisions. The proceedings may be to restrain the violation, or to recover damages and, to enforce any lien or obligation created hereby.

6. Severability. The invalidation of any one of the provisions in this Easement shall not affect the validity of the remaining provisions hereof.

Dated June 7, 2006.

Adolph E. Lange Revocable Living Trust

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By: Janice K. Densberger Co Trustee
Janice K. Densberger, Co-Trustee

By: Karen M. Schmieding Co Trustee
Karen M. Schmieding, Co-Trustee

Exhibit A

