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KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

ROADWAY EASEMENT AND COVENANTS AGREEMENT

This Roadway Easement and Covenants Agreement (the "Agreement") is made and entered into this 26 day of March, 2014 by and between Ole Hickory Farm Limited Partnership, a Nebraska limited partnership (herein "Ole Hickory") and Hidden Acres Farms, L.L.C., a Nebraska limited liability company (herein "Hidden Acres").

PRELIMINARY STATEMENT

Ole Hickory is the present owner of certain real estate located in Washington County, Nebraska, described in Exhibit "A" attached hereto, which real estate will hereinafter be referred to as the "Ole Hickory Parcels". Hidden Acres is the present owner of certain real estate located in Washington County, Nebraska, described in Exhibit "B" attached hereto, which real estate will hereinafter be referred to as the "Hidden Acres Parcels".

Ole Hickory and Hidden Acres being the owners of adjoining parcels of real estate located in Washington County, Nebraska are desirous of creating herein a permanent roadway easement between their properties to provide ingress and egress to both of their respective parcels.

Ole Hickory and Hidden Acres each owning a portion of the roadway easement created by this Agreement are desirous of granting to each other and their heirs, personal representatives, successor, transferees, assigns, employees, agents and invitees a permanent right of ingress and egress for vehicular and pedestrian access to and from their respective parcels over the roadway easement created by this Agreement and to share in the cost of repair, improvement and maintenance of such roadway easement which easement area will hereinafter be referred to as the "Roadway Easement Area" and which is legally described on Exhibit "C" attached hereto.

NOW THEREFORE, in consideration of the foregoing Preliminary Statement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ole Hickory and Hidden Acres hereto agree as follows:

1. **Grant of Roadway Easement by Ole Hickory:** Ole Hickory hereby grants to Hidden Acres for the benefit of Hidden Acres, its successors, transferees, assigns, employees, agents, and invitees (collectively herein "Hidden Acres Authorized Users") and for the benefit of the Hidden Acres Parcels a permanent non-exclusive appurtenant easement for the purposes of access to and ingress and egress by vehicular and pedestrian traffic over and across the Roadway Easement Area. Ole Hickory and the owner of the Ole Hickory Parcels shall not do or permit any act or acts that will unreasonably prevent or hinder the access to and ingress or egress of Hidden Acres or the Hidden Acres Authorized Users over and across the Roadway Easement Area.

2. **Grant of Roadway Easement by Hidden Acres:** Hidden Acres hereby grants to Ole Hickory for the benefit of Ole Hickory, its successors, transferees, assigns, employees, agents, and invitees (collectively herein "Ole Hickory Authorized Users") and for the benefit of the Ole Hickory Parcels a permanent non-exclusive appurtenant easement for the purposes of