

RETURN:
Philip M. Kelly
105 East 16th Street
Scottsbluff, NE 69363-0419

EASEMENT DEED

PLATTE RIVER RECOVERY IMPLEMENTATION FOUNDATION, Trustee, a Nebraska Nonprofit Corporation, Grantor, hereby grants and conveys to the CITY OF BAYARD, NEBRASKA, a Nebraska political subdivision, Grantee, an easement more particularly described as follows:

A STRIP OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11 (AKA GOVERNMENT LOT 1), TOWNSHIP 20 NORTH, RANGE 52 WEST OF THE 6TH P.M., MORRILL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, THENCE SOUTHERLY ON AN ASSUMED BEARING OF S06°22'20"E, A DISTANCE OF 247.14 FEET, THENCE BEARING S01°37'49" W, A DISTANCE OF 180.04 FEET, THENCE BEARING S43°16'07"E, A DISTANCE OF 28.33 FEET, THENCE BEARING N01°37'49"E, A DISTANCE OF 201.51 FEET, THENCE BEARING N06°25'57"W, A DISTANCE OF 245.30 FEET, TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, THENCE WESTERLY ON SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 8707.96 SQUARE FEET (0.199 ACRES) MORE OR LESS.

In addition, Grantee shall have an easement across the property North of Grantor's property wherein Grantor has a 15 foot road easement described as follows: Pursuant to an agreement between Kevin R. Stuart and Robin Stuart and Tom Osborne and Jack Osborne dated March 3, 2014 and recorded with the Morrill County Clerk on March 24, 2014 in Book 76 of Misc., pages 325-327, a copy of which is attached hereto as Exhibit A.

This easement is granted under the following terms and conditions, to-wit:

1. Grantee shall have the right of ingress and egress over and across the easement area described above, for the purpose of installing, building and maintaining a water line and discharge structure across Grantor's land to the North Platte River.
2. Grantee shall be responsible for all the costs associated with construction of the improvements located within the easement and shall be responsible for all costs with reference to maintenance of the easement area, including the discharge structure. Grantee shall restore the surface area to its present condition after installation of the waterline.
3. This easement shall run with the land and shall be perpetual. This easement shall be binding upon and inhere to the benefits of the heirs, personal representatives, successors and assigns of the respective parties and shall specifically be binding upon any successors in title of the Grantor and subsequent owners of the Grantor's premises.
4. The easement shall be governed by the laws of the State of Nebraska.
5. To the extent there are any fences that are locked and maintained by the Grantor, the Grantor shall provide a key to the fences for the City of Bayard to use for its access to the easement and discharge structure.

IN WITNESS WHEREOF, the Grantor hereto has placed their hand and seal.

**PLATTE RIVER RECOVERY IMPLEMENTATION
FOUNDATION, Trustee, a Nebraska Nonprofit Corporation,
Grantor**

By: Diane M. Wilson, Executive Director

STATE OF NEBRASKA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Diane M. Wilson, Executive Director on behalf of Platte River Recovery Implementation Foundation, Trustee, a Nebraska Nonprofit Corporation.

Notary Public