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Fees: \$ 40.00 Pages 6

Jasmine Simola Deputy
Register of Deeds, Red Willow County, NE

Return to:

Stephen D. Mossman, Attorney
2077 N Street, Suite 320
Lincoln, NE 68510

WATER WELL EASEMENT AGREEMENT

This Water Well Easement Agreement ("Easement Agreement") is made as of the 13th day of April 2026, by and between Raymond Uerling, Personal Representative of the Estate of Clara Uerling, ("GRANTOR") and James Uerling and Katherine Uerling, Husband and Wife as joint tenants with rights of survivorship (collectively, "GRANTEES").

RECITALS

1. GRANTOR is the Personal Representative of the Estate of Clara Uerling (the "Uerling Estate")
2. The Uerling Estate is being administrated by the County Court of Red Willow County, Nebraska, Court Case No. PR 23-60 (the "Uerling Probate").
3. The Uerling Estate owns real property legally described as follows:

Lots 5, 6, 7, 8, and 9 and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$), Section Twenty-One (21) Township Three (3) North Range Twenty-Eight (28) West of the 6th P.M. in Red Willow County, Nebraska

(the "Estate Property" or "GRANTOR's Property").

4. GRANTEES are the owner of certain real property legally described as follows:

The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Eight (28), Township Three (3) North, Range Twenty-Eight (28) West of the 6th Principal Meridian, Red Willow County, Nebraska

(the "Uerling Property" or "GRANTEES' Property").

5. Prior to September 1, 2010, the Estate Property and the Uerling Property, which are contiguous, were both owned by Robert Uerling and Clara Uerling (collectively,

GRANTOR's "predecessors in interest").

6. Beginning not later than the 2002 irrigation season, the irrigation well registered as # G-000382 ("Well G-0382"), located on the Estate Property, has provided irrigation water for the benefit of the Uerling Property. Since that same time, 126.6 certified irrigated acres from Well G-0382 have been registered with the Middle Republican Natural Resources District for use on the Uerling Property (the "Certified Acres"). Likewise, no later than the 2002 irrigation season, 51 certified irrigated acres from Well G-0382 have been registered with the Middle Republican Natural Resources District for use on the Estate Property.

7. To facilitate the use of Well G-0382 and to apply the Certified Acres to the Uerling Property, GRANTEES purchased and installed a booster pump and electric motor and GRANTOR's predecessor in interest, Robert Uerling, installed a PVC pipeline running from Well G-0382 on the Estate Property to a Zimmatic Pivot located on the Uerling Property. The booster pump, PVC pipeline, and other appurtenances reasonably necessary to supply water from Well G-0382 to the Uerling Property are referred to herein collectively as the "Water Line".

8. GRANTEES purchased the Uerling Property from the GRANTOR's predecessors in interest on or around September 1, 2010. At the time GRANTEES purchased the Uerling Property, it was understood between GRANTEES and GRANTOR's predecessors in interest that GRANTEES were also purchasing their continued use of the Certified Irrigated Acres for the benefit of the Uerling Property.

9. Since GRANTEES' purchase of the Uerling Property, GRANTEES have continued to use the Certified Acres to irrigate the Uerling Property whenever reasonably necessary in the course of sound agricultural practices.

10. Use of the Certified Acres from Well G-0382 to irrigate the Uerling Property is necessary for the proper and reasonable enjoyment of the Uerling Property.

11. By reason of the facts set forth above, an easement by implication from prior use currently exists on the Estate Property and for the benefit of the Uerling Property.

12. On November 14, 2024, in order to confirm the Parties' respective interests in the Uerling Property, GRANTOR filed a Petition to Determine Estate Property (GRANTOR's "Petition") with the Court in the Uerling Probate. Trial on GRANTOR's Petition was held December 18, 2024.

13. On July 25, 2025, the Court entered an Order granting said Petition, wherein the Court acknowledged GRANTEES as the owners of the Certified Acres and recognized the existence of an easement by implication from prior use on the Estate Property for the benefit of the Uerling Property. The Court also Ordered GRANTOR to prepare and file this Easement Agreement.

14. The Court reaffirmed its decision in an Order dated February 11, 2026, denying a Motion for New Trial. More than thirty days have ran since the Court's Order dated February 11,

2026, and the opportunity for appeal has elapsed.

15. Pursuant to the Court's Order dated July 25, 2025, the Parties desire to formalize the existing easement by implication from prior use under the terms of this Easement Agreement, which shall be located on the Estate Property and for the benefit of the Uerling Property.

TERMS OF EASEMENT

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and adopted as if fully set forth herein.
2. **Grant of Water Well Easement.** GRANTOR grants GRANTEES, and their heirs, successors and assigns, the perpetual right to use Well G-0382, along with the Water Line and any other items located on the GRANTOR's property which are reasonably necessary for application of the Certified Acres onto the GRANTEES' Property, in addition to any necessary replacement well dug for Well G-0382, along with an easement for the access, maintenance, repair, servicing and use of the Water Line and Well G-0382 located on the Estate Property. As used in these Terms of Easement, the phrase "Well G-0382" includes both the irrigation well registered as # G-000382 and any necessary replacement well, in addition to any items or appurtenances reasonably necessary for use of the same.
3. **Grant of Access Easement.** GRANTOR grants to GRANTEES and their heirs, successors and assigns, the perpetual right of ingress and egress for the Water Line through the Estate Property. The GRANTEES shall further be allowed access to the Estate Property for maintenance, repair, servicing, and use of the Water Line and Well G-0382 located on the Estate Property.
4. **Cost and Improvements – Water Line.** It is anticipated that GRANTEES and their successors and assigns, agents, employees and contractors, shall be the sole party using the Water Line in their operation of Well G-0382. Any repairs desired to be made by GRANTEES and their successors and assigns to the Water Line shall be at their sole cost and expense. In the event a city, county, state, federal, or other regulating body requires any improvements concerning the maintenance or use of the Water Line, any such requirement shall be the sole responsibility of the GRANTEES and their successors and assigns, including all costs and fees.
5. **Acknowledged Shares of Certified Acres.** It is acknowledged and accepted that GRANTEES and their successors and assigns, agents, employees, and contractors, shall be entitled to, and are the owners of, 126.6 certified irrigated acres of irrigation water from Well G-0382 for the benefit of the Uerling Property. It is further acknowledged and accepted that GRANTOR and his successors and assigns, agents, employees, and contractors shall be entitled to, and is the owner of, the balance of any certified irrigated acres of irrigation water from the Well G-0382 for the benefit of the Estate Property.

6. Cost and Improvements – Well G-0382. Accordingly, GRANTOR and GRANTEES, and their respective successors and assigns, agents, employees and contractors shall each be responsible for a proportionate share of any necessary repairs made to Well G-0382 or its appurtenances (other than the Water Line, which is GRANTEES' sole responsibility as addressed above). In the event a city, county, state, federal, or other regulating body requires any improvements concerning the maintenance or use of Well G-0382 (other than the Water Line) any such requirement shall be the proportionate responsibility of the GRANTOR and GRANTEES and their respective successors and assigns, including all costs and fees.
7. Proportionate Share. As used herein, the Parties' "proportionate share" or "proportionate responsibility" shall be calculated based on their respective shares of the total certified irrigated acres from Well G-0382.
8. Notice. GRANTEES and their successors and assigns shall provide GRANTOR notice of their intention to access Well G-0382 or the Water Line and the manner of said access prior to any replacement, improvements, repairs, or maintenance.
9. Restoration and Damages. Immediately following replacement, improvements, repair or maintenance of the Water Line, GRANTEES and their successors and assigns shall be responsible for restoring the Estate Property to the same condition as before replacement, improvements, repair or maintenance operations commenced. GRANTEES and their successors and assigns shall be solely responsible for the payment of economic damages to GRANTOR or his successors and assigns, including, but not limited to, the damage or destruction of planted or growing crops.
10. Economic Damages. Economic damages include, but are not limited to, crop loss calculated using the most recent approved Actual Production History, multiplied by the actual acres damaged, multiplied by the most recent market value for the crop damaged less any savings for not having to harvest the crop. If the crop has yet to be planted, but operating costs have been extended, then damages will be the total costs per acre expended to date multiplied by the total damaged acres.
11. Compliance with Laws. GRANTEES and their successors and assigns shall comply with all applicable ordinances, statutes, regulations, and all other local, state and federal laws applicable to Well G-0382, which is the subject of this Agreement, including all maintenance, repairs and improvements.
12. Appurtenant Easement. The Easement granted hereby shall be appurtenant to and run with the GRANTOR's and GRANTEES' above-described real property. This Easement Agreement may be amended by an instrument executed by the parties hereto. In the event of an amendment, the Amended Easement Agreement shall be controlling.
13. Binding Effect. This Easement Agreement shall run with the land and be binding upon the Parties and their respective successors and assigns in perpetuity.

14. Governing Law. This Easement Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

15. Recording of Easement. This Easement shall be recorded in the office of the Register of Deeds, Red Willow County, Nebraska. The Register of Deeds shall index this Easement with both the Estate Property and Uerling Property. The fees for recording shall be paid by GRANTEES.

IN WITNESS WHEREOF, each party to this Easement Agreement has caused it to be executed and effective on the date first written above.

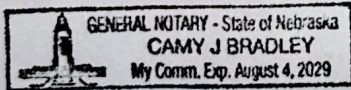
GRANTOR:

Clara Uerling Estate

By: Raymond Uerling T.R.
Raymond Uerling, Personal Representative

STATE OF Nebraska)
) ss.
COUNTY OF Red Willow)

The foregoing instrument was acknowledged before me on the 13 day of April 2026, by Raymond Uerling, either personally known to me or identified by me through satisfactory evidence as required by law.



Camy J Bradley
Notary Public

[GRANTEE SIGNATURE PAGE TO FOLLOW]

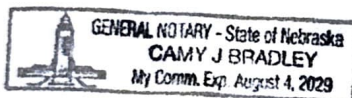
IN WITNESS WHEREOF, each party to this Easement Agreement has caused it to be executed and effective on the date first written above.

GRANTEE:

James Uerling
By: James Uerling
James Uerling

STATE OF NEBRASKA)
) ss.
COUNTY OF Red Willow)

The foregoing instrument was acknowledged before me this 13 day of April 2026, by James Uerling, either personally known to me or identified by me through satisfactory evidence as required by law.



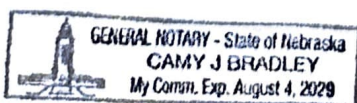
Camy J Bradley
Notary Public

GRANTEE:

Katherine Uerling
By: Katherine Uerling
Katherine Uerling

STATE OF NEBRASKA)
) ss.
COUNTY OF Red Willow)

The foregoing instrument was acknowledged before me this 13 day of April 2026, by Katherine Uerling, either personally known to me or identified by me through satisfactory evidence as required by law.



Camy J Bradley
Notary Public