

284

RIGHT OF WAY EASEMENT

In consideration of the mutual benefits to be derived, the undersigned grantors do hereby grant, sell, and convey to RURAL WATER DISTRICT NO. 2, CASS COUNTY, NEBRASKA, a perpetual easement with the right to construct, install, use, operate, inspect, maintain, replace, and remove water lines and water facilities over, across, and through the following described real estate situated in Cass County, Nebraska: (Describe Real Estate)

LOTS THIRTY FIVE (35), THROUGH SIXTY ONE (61), LOTS SIXTY FOUR (64), AND SIXTY FIVE (65), OUTLOT "B" EXCEPT THE NORTH 1500 FEET THEREOF IN EAGLE LAKE SUBDIVISION, AND LOTS EIGHT(8), THROUGH TEN (10), AND OUTLOT "1", FIRST ADDITION TO EAGLE LAKE SUBDIVISION, ALL A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, SUBJECT HOWEVER, TO THE FOLLOWING EASEMENTS TO WIT: A SEWER EASEMENT, 50 FEET IN WIDTH, THE CENTER LINE OF WHICH SHALL BE THE EXISTING SEWER LINE ACROSS OUTLOT "B", AND 100 FEET IN WIDTH EAST TO WEST AND 175 FEET NORTH TO SOUTH COMMENCING AT THE LAST MANHOLE LOCATED AT THE NORTH END OF THE SEWER PLANT; AND AN EASEMENT FOR INGRESS AND EGRESS ACROSS OUTLOT "1", 1ST ADDITION AND FROM THE WEST END OF SAID OUTLOT "1" ACROSS OUTLOT "A" TO THE SEWER PLANT together with rights of ingress and egress.

This easement shall be thirty (30) feet in width, the center line of which shall be the water facility as constructed.

The consideration herein recited shall be full consideration for any and all damages incurred by grantor by reason of the installation, operation, and maintenance of the above improvements. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to grantor.

This easement shall run with the land for the benefit of grantee, its successors and assigns and all provisions hereof shall be binding on grantors, their heirs, personal representatives, successors, or assigns.

Executed on _____, 197__

Melvin M. Ball Grantor
Carol A. Schneider Grantor

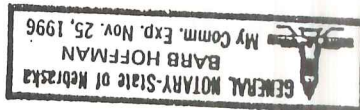
STATE OF NEBRASKA)
COUNTY OF Cass) ss

On this 16 day of Sept, 1976 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

Melvin M. Ball Carol A. Schneider
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Barb Hoffman Notary Public

My Commission Expires: _____



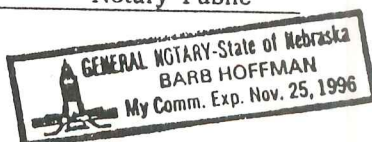
STATE OF NEBRASKA)
COUNTY OF Cass) ss

On this _____ day of _____, 197__ before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

Carol A. Schneider Carol A. Schneider
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Barb Hoffman Notary Public

My Commission Expires: _____



FILED FOR RECORD 1-8-97 AT 9:00 A. M.
IN BOOK 49 OF Map PAGE 395
REGISTER OF DEEDS, CASS CO., NE Patricia Moring
Nov 24 1996

COMPARED