

#299

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REGISTER OF DEEDS, CASS CO., NE Patricia Manning
Doc #299 1/150

EASEMENT AGREEMENT

COMPARED

This agreement, is made this 21 day of December, 1995, between Thomas J. Pleiss and Michaela Ann Pleiss, husband and wife, herein called the Grantor, whether one or more, and Anne Ritchie, a single person and Nancy Parker, a single person, herein called the Grantee.

Whereas, the Grantor is seized of an estate in fee simple, a parcel of land described as:

Lot 207CC, Lake WaConDa, a
subdivision in Cass County,
Nebraska;

And whereas, the Grantee is seized of an estate in fee simple, another parcel of land near the Grantor's land, described as:

Lots 206 and 206A, Lake
WaConDa, a subdivision in Cass
County, Nebraska;

And whereas, the Grantor, in exchange for valuable consideration, has agreed to grant, bargain, sell, convey and confirm forever, a right of way or easement over the Grantor's above described real property:

WITNESSETH, that in pursuance of the said agreement and in exchange for one dollar and other valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee, his/her heirs and assigns:

Limited right and liberty for Grantee, Grantee's tenants, servants, visitors, and licensees, in common with all others having the like right, at all times, with vehicles of any description, for the purpose of ingress and egress to and from the Grantee's above described real property, to pass and repass along the Grantor's above described real property, for the purpose of going from East Lake Drive, Lake WaConDa, Cass County, Nebraska, to the Grantee's real property, or vice versa.

To have and to hold the easement or right of way hereby granted unto the Grantee, his/her heirs and assigns, as appurtenant to the said land of the Grantee.

This grant of easement shall be in fee and run with the land in perpetuity and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

It is further understood and agreed that neither the Grantor nor the Grantee hereby covenant or warrant to maintain the easement property or assume the cost of maintaining the property in a condition necessary to serve the purposes of the easement, or any condition whatsoever.