

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-44616
2003 AUG 11 A 11:20 AM
Glenn J. Dowling
REGISTER OF DEEDS

Counter SM
Verify AK
D.E. LM
Proof LM ✓
Fee \$ 10.50
Ck Cash Chg
3270

EASEMENT

The undersigned, James E. Boyd and Inez M. Boyd, husband and wife ("Grantor"), in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grant to Gary Wallman and Beth Wallman, husband and wife ("Grantee"), as joint tenants, an easement over the following described real estate:

Part of the northwest quarter of section 30, township 13 north, range 13 east, Sarpy County, Nebraska, beginning at the northeastern corner of Lot 14, Merrill Mission Estates, Replat II; thence easterly along a line created by extending the northern lot line of said Lot 14 a distance of 195 feet; thence south a distance of 10 feet; thence westerly along a line parallel to and 10 feet south of the northern line of this easement to the western lot line of said Lot 14; thence northerly along the western lot line of said Lot 14 to the point of beginning; (the "Easement Area")

to construct, operate and maintain a well to supply water to said Lot 14, together with the right of ingress and egress necessary for the use and enjoyment of this Easement.

Provided, the construction, operation and maintenance of the aforementioned well shall not interfere with use of the Easement Area by Grantor, its successors and assigns, or any future owners of the Easement Area; shall not destroy any existing trees, shrubs, or other natural habitat, and shall be placed under ground and not in view anywhere in the Easement Area.

Further provided, Grantee, or any other party using the Easement Area to construct, operate and maintain a well shall pay all costs of the construction, operation and maintenance of the well, and shall keep the well and all water lines in good repair and

2003-44616 A

working order, and shall pay all costs of returning the Easement Area to its original condition, including the paying all costs to repair any damage to the Easement Area and any improvements made thereto.

The term of this Easement shall be so long as the well shall be maintained. The terms and conditions of this Easement shall be binding upon the successors and assigns of the parties.

James E. Boyd
James E. Boyd
Inez M. Boyd
Inez M. Boyd

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on ^{August} ~~July~~ 4th, 2003, James E. Boyd and Inez M. Boyd.

Erin K. Radziunas
Notary Public

