

# RIGHT OF WAY EASEMENT

(Concerning #2200 Reed Farm)

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 ~~permanent~~ permanent 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 Lancaster County, Nebraska: (Describe Real Estate)

An easement 30 feet in width, the center line of which shall be the water facility as constructed. Construction shall be done within the area described, from the southwest corner of Section 12, Township 10 North, Range 8 East, a distance of 1100 feet north, along the west boundary of said Section 12 to the point of beginning; thence North 330 feet along said west boundary to a point 1485 feet North of the Southwest corner of said Section 12; thence East a distance of 66.0 feet; thence South a distance of 330 feet along a line 66 feet East of and parallel to the West boundary of said Section 12; thence West a distance of 66 feet to the point of beginning. This easement is given only for the installation of a water meter and necessary pipes, etc. to service the existing house in the W $\frac{1}{2}$  SW $\frac{1}{4}$  12-10-8 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. This easement shall be valid only so long as the water facility is in place and maintained and water is available to said property, subject to payment of all reasonable and legal bills for water service, which facility should be constructed within six (6) months of the date of execution of easement.

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 October 31, 19 83

National Bank of Commerce Trust & Savings Assoc. Trustee

By Regy J. Green Grantor  
Vice President & Trust Officer Grantor

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) ss

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

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.

Notary Public

**FILMED**

My Commission Expires: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF Lancaster ) ss

On this 31<sup>st</sup> day of October, 1983 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

Regy J. Green

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.



Notary Public

LANCASTER COUNTY, NEBR.

My Commission Expires: Oct. 3, 1984

Dan Gallo  
REGISTER OF DEEDS

1983 DEC 13 PM 3:10

Misc.  
INDEXED  
MICRO-FILED  
GENERAL

8-582

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:  
INST. NO. 83-26176

\$5.50

NS  
Robert Schweitzer Box 92A Eagle, NE 68347