

4313

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That Margaret L. Parsell, Single, herein called "Grantor", record owner of the real property hereinafter described, in consideration of the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) duly paid, the receipt of which is hereby acknowledged, and the further consideration of the performance of covenants and agreements by Grantee as hereinafter set out, does hereby GRANT, REMISE, and RELINQUISH unto the VILLAGE OF ELMWOOD, NEBRASKA, a municipal corporation, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE, and EASEMENT to construct, reconstruct, maintain, operate, and replace a water well, pump, pump house, and underground pipeline, electrical line, and appurtenances thereto belonging, over and through the following described real property, to-wit:

The West 20 feet of the South 50 feet of Lot 17, a part of a subdivision of the West 1/2 of the Southwest Quarter of the Southeast Quarter (W1/2 SW1/4 SE1/4) of Section 9, Township 10 North, Range 10 East of the 6th P.M. in Cass County, Nebraska.

TO HAVE AND TO HOLD UNTO THE VILLAGE OF ELMWOOD, NEBRASKA, its successors and assigns, so long as such well, and pipeline shall be maintained and used for the purpose of providing water to the Village of Elmwood water system, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said well and pipeline and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto the Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose except the construction thereon of permanent buildings, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

In the event that fences or driveways of Grantor are removed or damaged by the Grantee's agents during the initial construction, Grantee shall restore them to the same condition as they existed prior to construction. Following construction Grantee shall restore trench to a smooth surface in the event that it settles. The Grantee shall have the right to erect a fence along the boundaries of said property.

THIS INSTRUMENT, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successor and assigns of the respective parties.

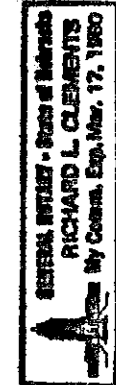
IN WITNESS WHEREOF, the Grantor has hereunto set its hand this 2nd day of March, 1979.

Dec # 273 FILED FOR RECORD 2-28-1981 AT 10:30 A.M. IN BOOK 25 OF INDEX REGISTER OF DEEDS, CASS CO., NEBR. # 3,25

Margaret L. Parsell
Margaret L. Parsell

STATE OF NEBRASKA) COMPARED
COUNTY OF CASS) ss.

On this 2 day of March, 1979, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Margaret L. Parsell, Single, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.
Witness my hand and Notarial Seal the day and year last above written.



Richard L. Clements
Notary Public