

49-70

FILED FOR RECORD ~~2-11-76~~ AT ~~8:43 A.M.~~ IN BOOK ~~49~~ OF ~~MISSOURI~~ 925
PAGE 70 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB

EASEMENT FOR WELL PURPOSES

THIS INDENTURE, made this 28th day of December, 1975, between

MARIJO CORPORATION, a Nebraska Corporation,
Party of the First Part, and

WILLIAM SCOTT GRANT and ROSEMARY V. GRANT,
Husband and Wife, Party of the Second Part,

WITNESSETH:

WHEREAS, the party of the first part is the owner
of the real estate described as follows, to-wit:

Tax Lot B2B1B in Section 34, Township
14 North, Range 13 East of the 6th
P.M. in Sarpy County, Nebraska, and

WHEREAS, the parties of the second part are owners of the
real estate described as follows, to-wit:

Lot 4, Marijo Estates, a subdivision
in Sarpy County, Nebraska, being a
replat of Tax Lot B1A in the Southwest
One-Quarter of Sec. 34, Township 14 North
Range 13 East of the 6th P.M. in Sarpy
County, Nebraska, and

WHEREAS, there is a certain well located on Tax Lot B2B1B
above described owned by the parties of the first part and

WHEREAS, parties of the second part are desirous to have
an easement for the use of said well and the transmission of water
from said well from the land of the party of the first part, for
use on the land of the parties of the second part above described, and

WHEREAS, the party of the first part has agreed in considera-
tion of the sum of \$1.00 and other valuable consideration to grant
to the parties of the second part an easement for well purposes and
for the transmission of water over and across said land as
above described.

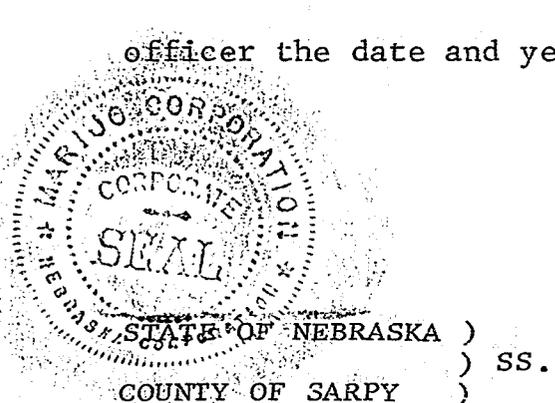
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NOW, THEREFORE, that in pursuance of said Agreement and in consideration of the sum of \$1.00 and other valuable consideration paid by the parties of the second part to the party of the first part, the receipt whereof is hereby acknowledged the party of the first part, hereby grants, bargains, sells and conveys to the party of the second part their heirs and assigns the perpetual right to use the well located on the real estate of the party of the first part above described together with the right to transport water over and across said real estate for use upon the real estate of the parties of the second part above described. This easement shall include the right to enter upon the real estate first above described for the purpose of the repair and maintenance of the well located on said premises. This easement shall be binding upon the heirs, executors, administrators and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties of the first part has caused these presents to be executed by its proper corporate officer the date and year first above written.

MARIJO CORPORATION

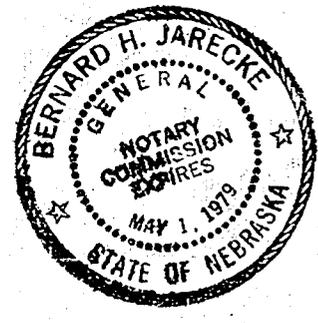
By Joseph G. Cislek
Its President



Before the undersigned, a Notary Public qualified for said County, personally came Joseph G. Cislek, President of Marijo

Corporation, known to be the identical person who signed the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notary Seal this 28th day of Dec., 1975.



Bernard H. Jarecke
Notary Public