

LOT 41
LAKE MAINTENANCE FACILITIES EASEMENT

THIS AGREEMENT made this 18th day of February, 1986, by and between Perry R. Myers, Trustee, ("GRANTOR"), and Capitol Beach Community Association, Inc., ("GRANTEE").

WHEREAS GRANTOR owns a portion of the following-described real estate ("Grantor's Property");

Lot 92 Irregular Tract in the SW $\frac{1}{4}$ of Section 21, Township 10 North, Range 6 East, of the 6th P.M. Lancaster County, Nebraska;

AND, WHEREAS GRANTEE owns the following-described real estate:

Lot 41, Block 1, Capitol Beach Manor Second Addition, Lincoln, Lancaster County, Nebraska;

AND WHEREAS there may be located on Grantor's Property certain pumps, pipes, tubes, drains and structures ("Lake Maintenance Facilities") which are used to maintain the level of Capitol Beach Lake;

AND WHEREAS GRANTEE is responsible for the maintenance of Capitol Beach Lake and may require from time to time access over a portion of Grantor's Property to said Lake Maintenance Facilities;

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration, it is agreed as follows:

1. LAKE MAINTENANCE FACILITIES EASEMENT.

GRANTOR does hereby grant to the benefit of GRANTEE, its members, successors and assigns, a permanent non-exclusive easement in and under the real property described and diagrammed on EXHIBIT A ("Easement Premises") which shall be appurtenant to and run with GRANTEE'S above-described real property.

2. PURPOSE AND USE.

Lake Maintenance Facilities include but are not limited to the pumps, pipes, tubes, drains and structures located therein which are used to maintain Capitol Beach Lake. The easement set out in Paragraph 1 shall be used solely for the operation, inspection, maintenance, repair or replacement of the GRANTEE'S Lake Maintenance Facilities located in and under the Easement Premises and necessary for the continued maintenance of Capitol Beach Lake.

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3. RELOCATION.

GRANTOR, its successors and assigns, retains and shall have the right to relocate the Lake Maintenance Facilities and Easement Premises and release the Easement Premises from the easement granted herein. The right to relocate and release the easement granted herein shall be conditioned on the payment by GRANTOR of all relocation costs, the filing for record of a legal description for a relocated Easement Premises, to which the easement granted herein shall attach and further conditioned that said relocation shall not substantially affect the performance or functions of the Lake Maintenance Facilities.

4. DEVELOPMENT.

The Easement Premises are presently undeveloped. GRANTOR, his successors and assigns retains and shall have the full use and enjoyment including the right to develop and redevelop the Easement Premises. Development shall include the right to place improvements including roadways, sidewalks, utilities, fences, shrubs and ground cover vegetation over and across the Easement Premises as reasonably required for the development of Grantor's Property. Improvements other than roads, sidewalks, utilities, fences, shrubs and ground cover vegetation shall not be placed upon the Easement Premises by GRANTOR.

5. RESTORATION AND HOLD HARMLESS.

GRANTEE, for itself, its members, successors or assigns covenants to restore the Easement Premises whenever its use causes change or damage to the Easement Premises or to the improvements properly placed upon it. This covenant to restore obligates GRANTEE, its members, successors or assigns to restore, by repair or replacement, the Easement Premises and GRANTOR'S improvements to the same or similar condition which existed immediately before the change or damage occurred. GRANTEE shall hold GRANTOR, its successors and assigns harmless and agree to indemnify GRANTOR, its successors, assigns, agents and employees from and against any and all claims and liabilities (including reasonable attorney's fees) for the loss, theft or damage to person or property on or about the Easement Premises resulting from the use and enjoyment of the Easement Premises by GRANTEE, its members, successors or assigns.

6. INSURANCE

GRANTEE, for itself, its members, successors or assigns covenants to obtain, pay for and continuously maintain a liability and property insurance policy in the minimum amount of \$500,000 covering its use and enjoyment of the Easement Premises and Lake Maintenance Facilities naming GRANTOR, its successors and assigns as an insured. GRANTEE shall provide GRANTOR with a copy of the insurance policy and notify GRANTOR in writing of any cancellation or change in or to said policy.

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7. TAXES

GRANTEE, its members, successors and assigns, covenants to pay all taxes which are or may be assessed against the Lake Maintenance Facilities. In the event GRANTEE'S use or enjoyment of the Easement Premises increases the real estate taxes assessed against said Easement Premises, GRANTEE covenants to reimburse GRANTOR its successors or assigns for the amount of taxes reasonably attributable to its use or enjoyment. GRANTOR does not hereby covenant or assume any obligations to pay the taxes assessed against the Easement Premises, however, GRANTEE'S covenant to reimburse GRANTOR shall only apply to taxes actually paid by GRANTOR.

Executed on the dates opposite our signatures.

"GRANTOR"

Dated February 18, 1986

Perry R. Myers
Perry R. Myers, Trustee

"GRANTEE"

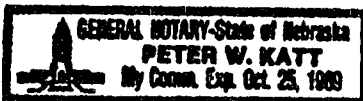
CAPITOL BEACH COMMUNITY
ASSOCIATION, INC.

Dated March 20, 1986

By: Richard C. Brown
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18th day of February, 1986, by Perry R. Myers, Trustee.



Peter W. Katt
Notary Public

My Commission expires: October 25, 1989.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20 day of ~~February~~ February, 1986, by Richard C. Powell, President of Capitol Beach Community Association, Inc., a non-profit Nebraska corporation, on behalf of the corporation.



Sandra G. Root
Notary Public

My Commission expires: 11/25/88.

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EXHIBIT A

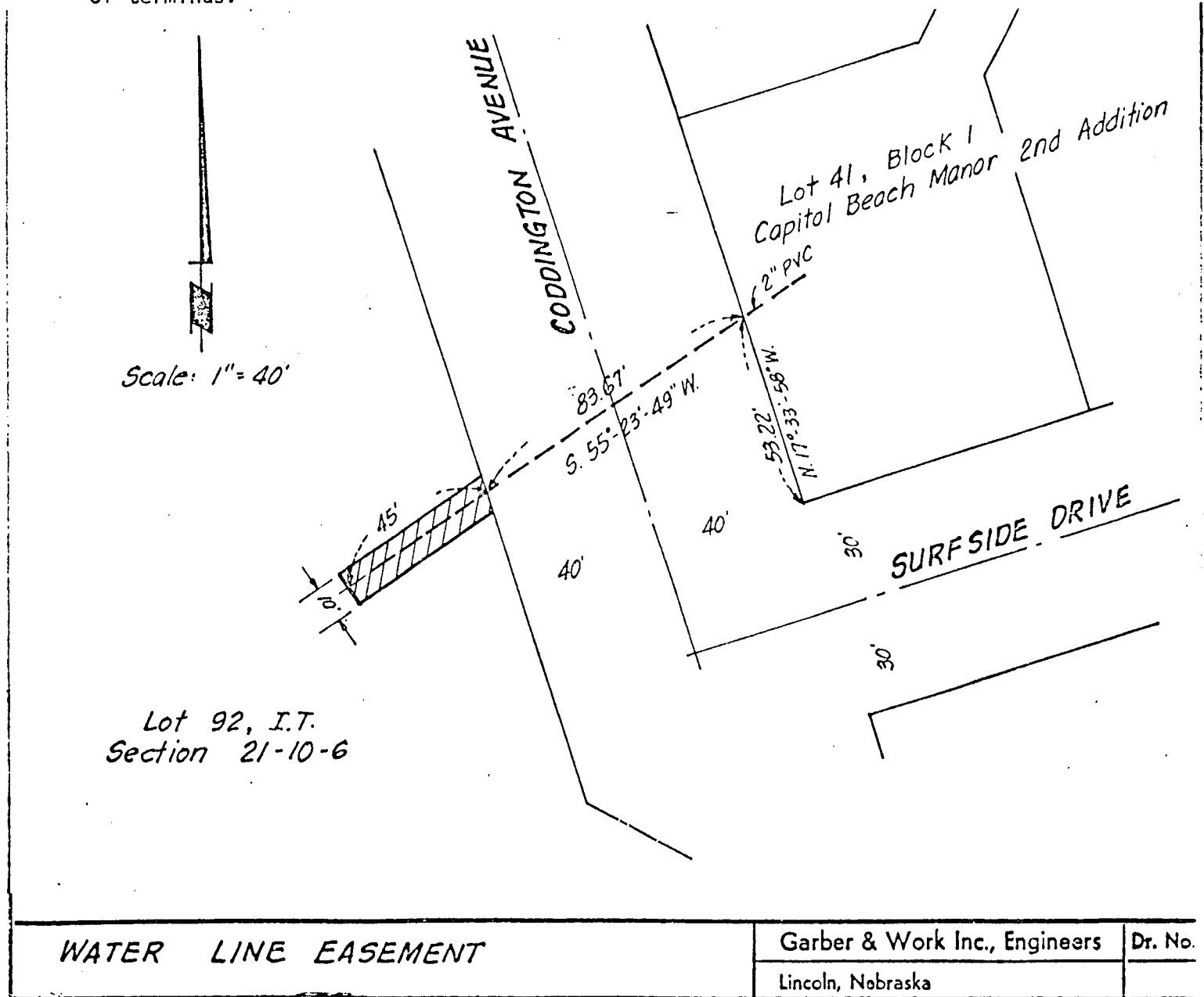
EASEMENT FOR CAPITAL BEACH LAKE
SUPPLEMENTARY WATER FILLING
WELL AND PIPING

An easement across Lot 92 I.T. in Section 21, T. 10 N., R. 6 E., of the 6th P.M., Lancaster County, Nebraska, 10.0 feet wide with 5.0 feet lying on either side of the following centerline;

Commencing at the southwest corner of Lot 41, Block 1, Capitol Beach Manor 2nd Addition and extending thence N. 17°-33'-58" W. (Assumed) along the west line of said Lot 41, a distance of 53.22 feet;

thence S. 55°-23'-49" W. a distance of 83.67 feet to the west line of Coddington Avenue, the point of beginning;

thence continuing S. 55°-23'-49" W., a distance of 45.00 feet to the point of terminus.



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LANCASTER COUNTY, NEBR.

Dan Pals

REGISTER OF DEEDS

1986 APR -1 PM 4:24

ENTERED BY
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FILED FOR RECORD AS:

INST. NO. 86-8386

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C.W.P.