

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT EASEMENT FOR WELL AND TRANSMISSION MAIN

Mead School District No. 72 of Saunders County, Nebraska, (also hereinafter referred to as School) Grantor, whether one or more, in consideration of \$1.00 and other valuable consideration, more specifically set out hereinafter in this Agreement, and in further consideration of all of the conditions hereinafter stated, does hereby grant and convey unto the Village of Mead, Mead, Nebraska, (also hereinafter referred to as Village) a temporary construction easement and a permanent easement for the construction and maintenance of a well, pump house building, water main, electrical cable, telephone cable, access road and other appurtenances and accessories over, under, across and through the respective parcels of real estate hereinafter described:

PERMANENT EASEMENT DESCRIPTION

Beginning at the Southeast Corner of a parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 15 North, Range 8 East of the 6th P.M., Saunders County, Nebraska, described on Exhibit "A", attached hereto; thence Westerly on the South line of said parcel 689 feet; thence Northerly parallel with the East line of said parcel 260 feet; thence Westerly parallel with said South line 10 feet; thence Northerly parallel with said East line 130 feet; thence Easterly parallel with said South line 60 feet; thence Southerly parallel with said East line 100 feet; thence Westerly parallel with said South line 25 feet; thence Southerly parallel with said East line 265 feet; thence Easterly parallel with said South line 664 feet to a point on said East line; thence Southerly on said East line 25 feet to the point of beginning, containing 0.69 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Commencing at the Southeast Corner of a parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 15 North, Range 8 East of the 6th P.M., Saunders County, Nebraska, described on Exhibit "A", attached hereto; thence Northerly on the East line of said parcel 25 feet to the point of beginning; thence Westerly parallel with the South line of said parcel 664 feet; thence Northerly parallel with said East line 265 feet; thence Easterly parallel with said South line 25 feet; thence Northerly parallel with said East line 100 feet; thence Westerly parallel with said South line 60 feet; thence Northerly parallel with said East line 20 feet; thence Easterly parallel with said South line 80 feet; thence Southerly parallel with said East line 150 feet; thence Westerly parallel with said South line 30 feet; thence Southerly parallel with said East line 220 feet; thence Easterly parallel with said South line 649 feet to a point on said East line; thence Southerly on said East line 15 feet to the point of beginning, containing 0.41 acres more or less.

The aforementioned permanent easement and temporary

construction easement is hereby granted upon the following terms and conditions:

1. Construction on Grantor's property shall not begin before May 29, 1992. However the initial well drilling and test pumping will be allowed prior to May 29, 1992. All construction on Grantor's property shall be completed by August 30, 1992.
2. All excavated areas on Grantor's property not backfilled to the original grade the same day shall be fenced.
3. All trenches will be tamped and compacted. The areas disturbed by construction will be returned to their original grade and will be reseeded and watered to restore the turf to its original condition.
4. As partial consideration for this Agreement, the Village of Mead will install, at Village cost, approximately 800 Lin Ft of 4" water main from the East Well in the Park (Well 77-1) to the Mead school football field and will terminate said line with a fire hydrant. The water main from the well to the football field will become the property of the school upon completion of installation.

5. The Village will grant to the school, use of the East Well in the Park. The well will be used for irrigation purposes only. The Village will retain ownership of the well.
6. The School District will be responsible for operation, maintenance and expenses to operate the well, so long as utilized by the School District.
7. The School District will have unlimited use of Well 77-1 indefinitely.
8. An electrical meter will be installed for Well 77-1 to allow for electrical service to be billed to the School District. The meter will be installed at the expense of the Village of Mead.
9. The Village of Mead will be allowed to temporarily reconnect Well 77-1 to the Village water distribution system if a Village well would fail and the remaining Village wells are not able to meet the water usage demands of the Village.
10. Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that their heirs, personal representatives, successors or assigns, shall warrant and defend the same, and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest, prior to or contrary to this conveyance.
11. It is expressly agreed by Grantee, in accepting this easement, that if any damages should result to the Mead School District No. 72 or any other person or entity by reason of Grantee's negligence in the use of such easement area, that Grantee will hold Grantor harmless therefore and indemnify Grantor for any damages, fees or expenses incurred by the School as a result thereof.
12. The temporary construction easement granted herein shall cease upon completion of construction on or before August 30, 1992, but the permanent easement herein granted will continue for so long a time as the same is used for the purposes herein stated and shall be binding upon the successors and assigns of the parties hereto.

DATED this 13th day of April, 1992.

SCHOOL DISTRICT NO. 72,
Grantpr

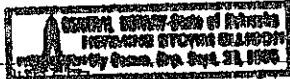
By Wayne Petersen
President

VILLAGE OF MEAD

By Douglas E. Gustafson
Chairman - Board of Trustees

STATE OF NEBRASKA)
)ss.
COUNTY OF SAUNDERS)

The foregoing Agreement for Temporary Construction Easement and Permanent Easement for Well and Transmission Main was acknowledged before me this 13th day of April, 1992, by Wayne Petersen, President of Board of Education for School District No. 72.

Notary 
James Gustafson

STATE OF NEBRASKA)
)ss.
COUNTY OF SAUNDERS)

The foregoing Agreement for Temporary Construction Easement and Permanent Easement for Well and Transmission Main was acknowledged before me this 14th day of April, 1992, by Doug Gustafson, Chairman of Board of Trustees for the Village of Mead.

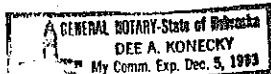

Notary Public Dee A. Konecky

EXHIBIT "A"

A parcel of land in Saunders County, Nebraska, described as:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 35, Township 15, Range 8, running thence East 720.72 feet, thence North 120.88 feet, thence West 720.72 feet, thence South to the place of beginning.

80-5

BON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

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BOOK 151 PAGE 32

OF DEED INST# 80

BY [Signature] ✓ F. B. L.