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EASEMENT AGREEMENT

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS-224
INDEXED BY NUMERICAL INDEX AND FILED FOR RECORD
THE 28th DAY OF Sept. A.D. 18 89.
7:50 O'CLOCK P.M. AND RECORDED IN BOOK
AT PAGE 635
COUNTY CLERK Charlotte Peterson
DEPUTY Dee Dee Warren

This Easement Agreement made this 12th day of September, 1989, by and between the City of Blair, Nebraska, hereinafter referred to as "Blair", and Peggy L. Clark, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, the Grantee has requested authorization to place a private water service line on the municipal right of way described as follows:

That part of the South 33.0 feet of the Northwest Quarter of the Southeast Quarter and the North 33.0 feet of the Southwest Quarter of the Southeast Quarter of Section 14, Township 18 North, Range 11 East lying West of the Westerly R.O.W. of U. S. Highway No. 30, and that part of the South 33.0 feet of the Northeast Quarter of the Southwest Quarter of Section 14, Township 18 North, Range 11 East lying East of the West line of Tax Lot 162.

and for and in consideration of One Dollar, mutual agreements and covenants herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Blair agrees to and does hereby grant, transfer, and convey to the Grantee an easement over and across the municipal right of way described hereinabove for the purpose of construction, maintenance, and repair of a private water service line for connection with the main running on the East side of U.S. Highway No. 30 to Tax Lot 150 in Section 14, Township 18 North, Range 11 East of the 6th P.M., Washington County, Nebraska, said property being owned by the Grantee.

2. The construction, maintenance, and repair of said

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private water service line shall be at the sole expense and liability of the Grantee and Blair shall have no liability, responsibility, or liability of any other nature or kind for the construction, maintenance, or repair of such private water service line.

3. The Grantee agrees that such private water service line shall supply water to the property owned by Grantee and no other person or entity whatsoever shall be allowed to tap on, utilize, or in any other way obtain water from said private service line. The Grantee further agrees that such water line shall be constructed and installed according to all applicable building codes and specifications of Blair and that same shall be buried at a minimum depth of sixty (60) inches below grade. The Grantee further agrees that she shall install a metal line with such private service line in the event that it is constructed of plastic materials so that same can be located as may be required. In the event such private water service line requires location the Grantee shall be responsible for any and all expenses at reasonable and usual time and equipment charges for the location of such water line if same is performed by Blair.

4. The Grantee further hereby agrees to save harmless and indemnify Blair from any and all claims, causes of action, damages, injuries, or any other liabilities of any nature or kind whatsoever, which may arise from any reason whatsoever as a result of the construction, repair, maintenance, and the placement of such water service line on municipal right of way. Such indemnification and save harmless shall apply not only to the Grantee but shall apply as well to any claims, causes of

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action, damages, injuries, or any other liabilities of any nature or kind sustained by any third parties, persons, or any other entities which such claims, or causes of action may be brought against the municipality. Such indemnification save harmless shall apply not only to such damages and injuries, but shall specifically include but not be limited to attorney fees and reasonable cost of defense of any such claims. Such indemnification and save harmless shall further specifically include but not be limited to any damages to municipal property including the right of way, grades, drainage structures, ditches, roadways, or any other municipal property as the result of the construction of said private water service line and the Grantee shall further be liable to the municipality for any attorney fees, expenses, or other expenses incurred in recovery of such damages.

5. Blair shall have no liability or responsibility whatsoever for any repairs or maintenance to said private water service line and further Blair shall have the right without recourse by the Grantee to shut off the water to such private service line if it is determined that same is leaking and potential damage to any City right of way, grade, drainage structure, ditch, or any other municipal property is threatened.

6. In the event that a water extension or improvement district is created adjacent or contiguous to the property owned by the Grantee, she hereby agrees to abandon said private water service line in the event of the construction of such water improvement or extension district. Upon abandonment or

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discontinued use of the private water service line the line shall remain in place and shall not be removed by the Grantee. The line shall then become property of Blair and may be used by Blair for any use which it may see fit without consideration to the Grantee.

7. In the event City of Blair requires relocation of such private service water line, either in whole or in part, for any reason whatsoever, the Grantee shall be liable and responsible for any and all changes connected with or arising as a result of such relocation. Blair shall have no liability and shall not be responsible for any such changes or expenses whatsoever.

8. The Grantee further hereby warrants and covenants that the terms and conditions of this Easement Agreement shall run with the real estate owned by them described hereinabove and that all of their successors, heirs, personal representatives, or assigns shall be bound by this agreement and shall specifically be liable for all duties and obligations of the Grantee hereunder as though a party to this agreement originally.

9. This Easement Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of all parties hereto.

ATTEST:

CITY OF BLAIR, NEBRASKA

Verna R. Bull
VERNA R. BULL, CITY CLERK

BY M. Stanley Jensen
M. STANLEY JENSEN, MAYOR

Peggy L. Clark
PEGGY L. CLARK, GRANTEE

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