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CASS COUNTY, NE.

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PATRICIA WEISINGER
REGISTER OF DEEDS

~~CONFIDENTIAL~~

PERMANENT BANK STABILIZATION EASEMENT

COMES NOW Larry W. Bauers and Allison A. Bauers, husband and wife, Grantors, of Weeping Water, Cass County, Nebraska, IN CONSIDERATION OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, grant to the City of Weeping Water, Cass County, Nebraska, Grantee, a Permanent Bank Stabilization Easement over the East 20' of Lot 1, Block 66, in the City of Weeping Water, Cass County, Nebraska.

The Easement is for the location, establishment, construction, and maintenance of a Bank Stabilization Structure consisting of PVC-coated gabion baskets and rock riprap that will be placed within the Easement parcel pursuant to plans produced for the project known as the Gospel Run Bank Stabilization Project in the City of Weeping Water. This grant is subject to the condition that the construction and maintenance of the project shall be done in a good and workmanlike manner, and shall be done at the expense of the City of Weeping Water. The Grantors shall not be liable in any manner for any expense for construction or maintenance of the Permanent Bank Stabilization Project that will be installed. The Easement is subject to the following further conditions:

- a. The Grantee shall construct its Bank Stabilization System within the Easement parcel as described.
- b. The Grantee shall have the right to reconstruct, relocate, alter, inspect, repair, replace, maintain and operate all necessary facilities for the proper operation of the Stabilization Project.
- c. The Grantee shall have the right of ingress and egress in a reasonable manner across this Easement area to perform all necessary functions concerning the Stabilization Project.
- d. Grantee shall keep the improvements in good condition.
- e. The Grantors agree not to construct any building structure or any other above-ground improvement on the surface of the Easement area.
- f. The Grantee, in operating the Bank Stabilization Project, will hold the Grantors harmless from any claim by any person arising in any manner out of the installation, maintenance or operation of the Bank Stabilization Project, or in any manner asserting right, title or interest contrary to this Easement Agreement.

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g. This grant is for a Permanent Easement which runs with the land. It inures to the benefit of and is binding on the heirs, executors, administrators, successors and assigns of the parties.

The Grantors further grant to the Grantee a Temporary Construction Easement over the East 25' of Lot 1, in Block 66, in the City of Weeping Water, Cass County, Nebraska, during the period of time that it is necessary for the permanent structure to be placed upon the Permanent Easement. That the Temporary Construction Easement shall terminate after the construction project is completed. That the property covered by the Temporary Easement shall be returned to the condition it was in prior to its use in constructing the permanent structure under the Permanent Easement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on this 10 day of ~~August~~ ^{Sept} 2002.

Larry W. Bauers
Larry W. Bauers, Grantor

Allison A. Bauers
Allison A. Bauers, Grantor

STATE OF NEBRASKA)
)SS:
COUNTY OF CASS)

On this 10th day of ~~August~~ ^{Sept} 2002 before me, the undersigned Notary Public, duly commissioned and qualified for said County, personally came **Larry W. Bauers and Allison A. Bauers**, husband and wife, as Grantor, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Sharon L. Nickels
Notary Public