

MUNICIPAL WATER EASEMENT AGREEMENT

This Municipal Water Main Easement Agreement (the “Easement Agreement”) is dated this ____ day of July 2024, by and between, **Roland L. Meyer**, a single person (“Grantor”), and the **City of Bennet, Nebraska**, a municipal corporation (“Grantee”), each a “party” and collectively the “parties” herein.

WHEREAS, Grantor is the owner of the following described property, to wit:

Lot Ninety (90), Irregular Tracts, located in the East Half (E1/2) of Section Three (3), Township Eight (8) North, Range Eight (8) East of the 6th PM, Lancaster County, Nebraska;

Easement to be located on the South Twenty-Five Feet (S 25’) thereof;

WHEREAS, Grantee desires to acquire an easement for the purpose of construction, operation, maintenance, repair and reconstruction of a municipal water main over, under, and across the above-described real property more particularly described and depicted in **Exhibit 1** (“Easement Property”), attached and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby covenant, warrant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement over, under and across the Easement Property, for the purpose of providing for the installation and maintenance of a municipal water main facilities. Grantee shall also have the specific rights of ingress and egress to and from the Easement Property, consistent with this Easement Agreement, for the construction, operation, maintenance, repair and reconstruction of an eight-inch (8”) water line and appurtenant facilities, consistent with the easement provided herein.

2. Impediments. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property, such as trees, asphalt, sidewalks and other obstructions. Grantee shall have the right to flow water over, under, and across the Easement property.
3. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.
4. Operation, Maintenance, Repair and Reconstruction. The Grantor acknowledges and agrees that the Grantor has the right on ingress and egress to and from the Easement Property and the right to enter onto the Easement Property to maintain, operate, repair, and reconstruct of the municipal water main.

Covenants of Grantee. For and in consideration of the easement rights granted herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant warrant and agree in favor of Grantor, and their personal representatives, heirs, successors, tenants, and assigns as follows:

1. Payment/Release. Grantee shall pay to Grantor the lump sum of Five Hundred and 00/100 Dollars (\$500.00) in consideration of the likely damages to the native condition of the soil. In consideration of this payment, Grantor releases all claims related to damages to the condition of the soil.
2. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor for any claims asserted by Grantee's employees and/or independent contractors against Grantor which relate to an injury occurring on or near the Easement Property, unless such injury was caused by Grantor's actions, omissions, or failure to act which are intentional or negligent.
3. Coordination. Grantee agrees all construction, operation, maintenance, repair, reconstruction, removal, and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.
4. Damages. Grantee, and its successors and assigns, agrees to pay for any damages caused to land, growing crops, fences, livestock, or other personal property of Grantor from the construction, operation, or maintenance of said municipal water main.

Retained Rights. Grantor reserves and shall retain all rights to the Easement Property not granted hereby. Grantor shall be allowed to graze livestock, install fencing, and perform any other agricultural related activities, with the exception of installing any buildings or other permanent structures over or upon the property which this easement permits.

Permanent Easement. This easement shall be permanent and run with the land for the benefits of the Grantee, its successors and assigns, and all provisions hereof shall be binding upon the Grantor, their heirs, personal representatives, successors, tenants and assigns. The easements contained herein can only be terminated by a written agreement of both parties which is properly filed with the Lancaster County Register of Deeds.

Entire Understanding. This Easement Agreement constitutes all of the agreements, understandings, and promises between the parties hereto, with respect to the subject matter hereof.

Validity of Easements. The easement contained in this Easement Agreement shall be of no force and effect until the Easement Agreement is duly and validly executed by all parties and properly filed with the Lancaster County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date and year first above written.

Roland L. Meyer, Grantor

State of Nebraska)
) ss.
County of Lancaster)

The foregoing instrument was acknowledged before me this _____ day of July 2024, by Roland L. Meyer, Grantor.

Notary Public

Attest:

The City of Bennet, Nebraska,
a municipal corporation,

Village Clerk

By: _____
Ryan Cheney, Mayor