

Entered As Instrument No.

0200109221

STATE OF NEBRASKA) ss
COUNTY OF HALL)

01 SEP 12 AM 8 35

Kathy Beach
REG OF DEEDS

CASH 26.00

CHECK _____

REFUNDS:

CASH _____

CHECK _____

•THIS SPACE RESERVED FOR REGISTER OF DEEDS•

Mail to:
Robert H. Smith
Grand Island Utilities Administration
P.O. Box 1968
Grand Island NE 68802-1968

UTILITY EASEMENT

GLOBAL INDUSTRIES, INC., a Nebraska corporation, herein called Grantor, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, hereby grants and conveys unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, Nebraska, herein called Grantee, a permanent and perpetual easement and right-of-way to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances connected therewith, in, upon, above, along, over, across, underneath, and through a part of Lot One (1) and Lot Two (2), Connell Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska; the easement and right-of-way being more particularly described as follows:

TRACT #1

Beginning at the Southeast corner of Lot Two (2), Connell Industrial Park Second Subdivision; thence northwesterly along the Easterly line of Lot Two (2), said Connell Industrial Park Second Subdivision, a distance of seven hundred ninety nine and sixty five hundredths (799.65) feet to the Northeast corner of Lot Two (2), said Connell Industrial Park Second Subdivision; thence northerly along the Westerly line of Lot Two (2), said Connell Industrial Park Third Subdivision, a distance of two hundred twenty two and sixty three

hundredths (222.63) feet to the Northwest corner of Lot Two (2), said Connell Industrial Park Third Subdivision; thence northeasterly along the Northerly line of Lot Two (2), said Connell Industrial Park Third Subdivision, a distance of sixty six and ninety seven hundredths (66.97) feet; thence southerly and parallel with the Westerly line of Lot Two (2), said Connell Industrial Park Third Subdivision, a distance of three hundred seven and thirty four hundredths (307.34) feet; thence southeasterly along the Westerly line of Lot One (1), said Connell Industrial Park Third Subdivision and its extension, a distance of seven hundred twenty three and eighty four hundredths (723.84) feet the Southwest corner of Lot One (1), said Connell Industrial Park Third Subdivision; thence southwesterly along the Northerly line of said U.S. Highway 30, a distance of thirty (30.0) feet to the Point of Beginning.

TRACT #2

The southerly twenty (20.0) feet of the westerly twenty (20.0) feet of Lot One (1), Connell Industrial Park Third Subdivision.

The above-described easement and right-of-way containing a combined total of 0.90 acres, more or less, as shown on the plat dated 8/15/2001, marked Exhibit "A" attached hereto and incorporated herein by reference,

together with the following rights:

Grantee shall have unrestricted ingress and egress to the above-described easement and right-of-way for any purpose necessary for the surveying, construction, inspection, maintenance, repair, replacement, relocation, extension, removal, and operation of such public utilities and appurtenances. Such rights of ingress and egress shall be exercised in a reasonable manner.

Grantee shall have the right to excavate and refill ditches and trenches necessary for such public utilities and appurtenances; to remove, clear, and keep clear, trees, bushes, hedges, undergrowth, and/or any other obstructions interfering with the surveying, construction, inspection, maintenance, repair, replacement,

relocation, extension, removal, and operation of such public utilities and appurtenances.

Grantor shall have the right to use the easement and right-of-way for purposes not inconsistent with Grantee's full enjoyment of the rights herein granted, provided that Grantor shall not allow any structures, buildings, combustible materials, or other property of any kind whatsoever, to be erected, constructed, placed, stored, or accumulated in, upon, above, along, over, across, underneath, or through the easement and right-of-way herein granted.

Grantor and Grantee hereto agree that Grantor shall have the right to hard surface over the easement and right-of-way and use the easement and right-of-way for parking and ingress and egress; to install and use area lighting fixtures, poles, and appurtenances in, along, or through the easement and right-of-way; provided if Grantee needs to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, or operate such public utilities and appurtenance within such easement and right-of-way, the cost of removal and repair of any hard surfacing or such area lighting appurtenances placed in, along, or through the easement and right-of-way shall be paid by Grantor.

Grantee shall have the right at any time, to relocate, add, or upgrade such public utilities and appurtenances connected therewith, in, upon, above, along, over, across, underneath, or through the easement and right-of-way herein granted. Any such public utilities and appurtenances placed in, upon, above, along, over, across, underneath, or through such tract of land shall remain the property of Grantee, and may be removed or replaced at any time.

It is further agreed that Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance; and that Grantor on behalf of itself, all heirs, executors, administrators, successors, and assigns, hereby

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covenants that the rights and privileges herein granted shall run with the title to such tract of land, and be binding upon Grantor, all heirs, executors, administrators, successors, and assigns.

Dated August 24, 2001.

GLOBAL INDUSTRIES, INC.,
A Nebraska Corporation

Grantor

By: Donald G. Anderson

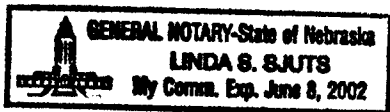
Title: CEO / President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

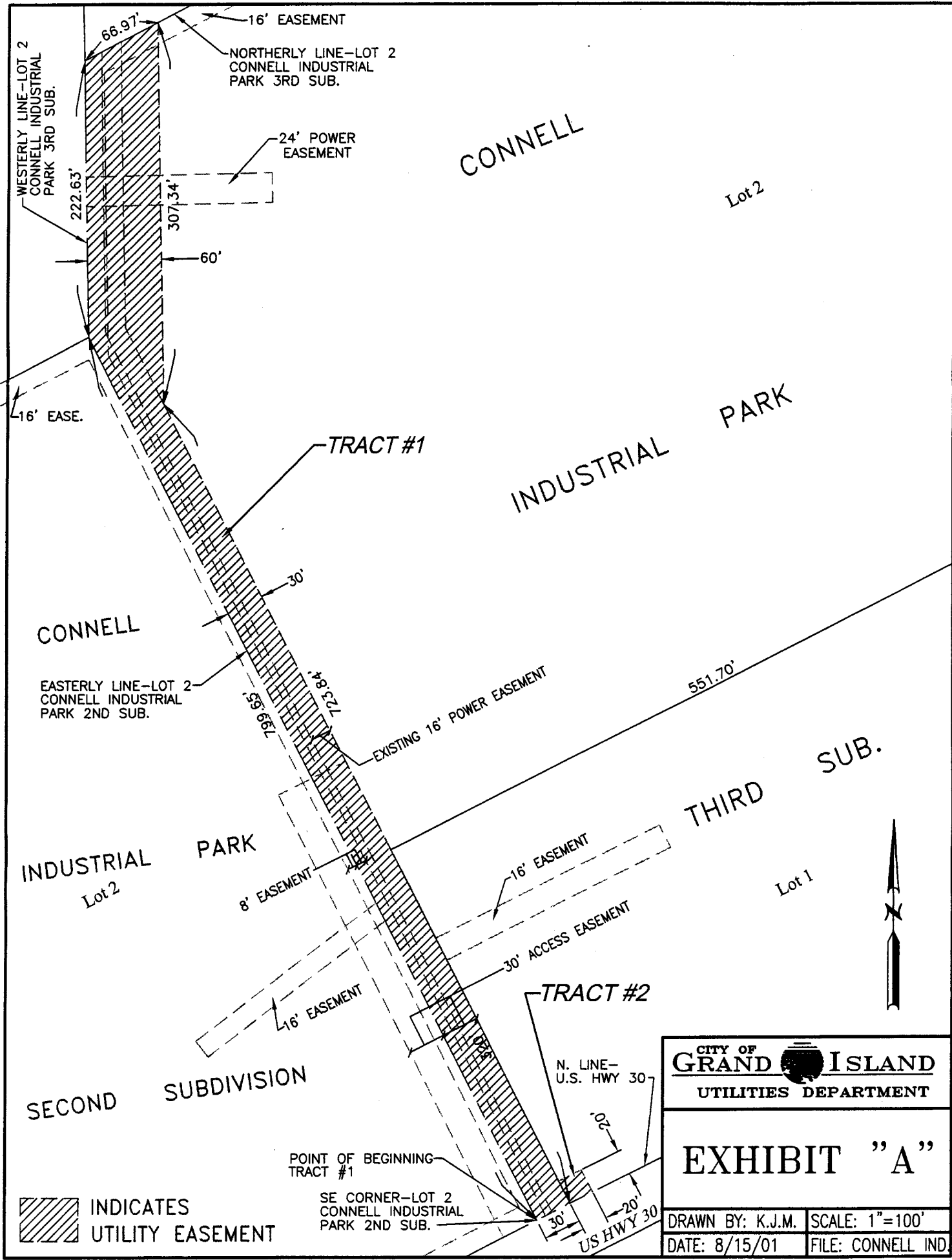
On this 24th day of August, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Donald G. Anderson, CEO / President of GLOBAL INDUSTRIES, INC., a Nebraska corporation, to me known personally to be the identical officer and person who signed the foregoing Utility Easement, and acknowledged the execution thereof to be their voluntary act and deed as such officer on behalf of said corporation for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Linda S. Sjuts
Notary Public



CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRAWN BY: K.J.M.	SCALE: 1"=100'
DATE: 8/15/01	FILE: CONNELL IND.