

ENTERED AS INSTRUMENT NO

201201183

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2012 FEB 15 AM 11 08

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH 25.50
CHECK _____
CASH _____
CHECK _____

•THIS SPACE RESERVED FOR REGISTER OF DEEDS•

25.50

UTILITY EASEMENT

D. J. EIHUSEN, having Power of Attorney for ROBERT G. EIHUSEN, a single person,
and 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),
Cottage Grove Third Subdivision, in the City of Grand Island, Hall County, Nebraska; the
centerline of the twenty (20.0) foot wide utility easement and right-of-way tract being more
particularly described as follows:

Commencing at the northwest corner of Lot One (1), Cottage Grove Third



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Subdivision, Grand Island, Hall County, Nebraska; thence easterly along the northerly line of said Lot One (1), a distance of three hundred forty one (341.0) feet to the ACTUAL Point of Beginning; thence deflecting right 90°00'00" and running in a southerly direction, a distance of one hundred two (102.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of 0.047 acres, more or less, as shown on the plat dated 1/26/2012, 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 place electrical line anchors and/or anchors with guy wires attached thereto on Grantor's property; 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 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; 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 placed in, along, or through the easement and right-of-way shall be paid by Grantor.

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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.

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 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 2-8-12.

GRANTOR

Robert Eihusen by
D. J. Eihusen DJ Eihusen P.O.A.
and

GLOBAL INDUSTRIES, INC.,
a Nebraska Corporation

By: Douglas D. Taryo

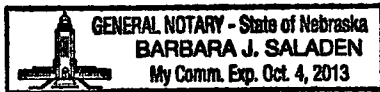
Title: President ICF

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STATE OF ~~TEXAS~~ ^{NEBRASKA})
) ss
COUNTY OF HALL)

On this 30th day of January, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared: D.J. EIHUSEN, to me known personally to be the identical person who signed the foregoing Utility Easement, and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Barbara J. Saladen
Notary Public

STATE OF Nebraska)
) ss
COUNTY OF Hall)

On this 8th day of February, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:
Douglas D. Fargo, President/CFO of
GLOBAL INDUSTRIES, INC., a Nebraska corporation, to me known personally to be the identical person who signed the foregoing Utility Easement, and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed on behalf of said corporation.

WITNESS my hand and Notarial Seal the date above written.

Linda S. Sjuts
Notary Public

