EASEMENT FOR PUBLIC UTILITIES

HARTFORD SAND AND GRAVEL COMPANY, a Nebraska Corporation, herein called Grantor, in consideration of OUE DOLLAR, 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, extend, remove, and operate thereon, overhead and underground public utilities, including but not limited to electric utility lines, telephone lines, cable t.v. lines, and all other appurtenances connected therewith, in, upon, above, along, across, underneath and through a sixteen (16) foot wide tract of land located in part of Lot Thirty Four (34) of Matthew's Subdivision, an addition to the City of Grand Island, Nebraska, the Southerly line thereof being more particularly described as follows:

Beginning at the Southwest corner of said Lot Thirty Four (34); thence Easterly along the South line of said Lot Thirty Four (34), a distance of two hundred eighty one and nine-tenths (281.9) feet. Said tract of land containing 0.10 acres more or less as shown on the plat dated 3/18/81, marked Exhibit "A", attached hereto and incorporated herein by reference.

together with the following rights:

Unrestricted ingress and egress across Grantor's property for any purpose necessary in connection with the survey, construction, inspection, maintenance, repair, replacement, extension, removal, and operation of such utilities and appurtenances.

Grantee shall have full and complete use, occupation and enjoyment of the easement and right-oi-way herein granted, including the right to excavate and refill ditches and trenches, to remove, clear, and keep clear trees, roots, bushes, hedges, undergrowth, and other obstructions interfering with the surveying, construction, inspection, maintenance, repair, replacement, extension, removal, or operation of such utilities. No improvements, structures, or buildings of any kind whatsoever, shall be allowed in, upon, above, along, across, underneath, or through the easement and right-of-way herein granted. Grantee shall not be held liable for the removal of such improvements, structures, or buildings if any are placed within the easement and right-of-way.

All electric utility lines, telephone lines, cable t.v. lines, and other appurtenances connected therewith, placed in, upon, above, along, across, underneath, and through such easement and right-of-way shall remain the property of the Grantes.

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The Grantor, for itself, its heirs, successors and assigns, hereby covenants that the rights and privileges herein granted shall run with the title to such tract of land and shall be binding upon the Grantor, its heirs, successors and assigns.

Dated <u>April 23, 1981</u>.

HARTFORD SAND AND GRAVEL COMPANY, a Nebraska corporation.

Grantor.

Bv

Title Manager

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 23 day of Oysil, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Of the Hartford Sand and Gravel Company, a Nebraska corporation, to me known personally to be such officer and the identical person who signed the foregoing easement, and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by proper authority.

WITNESS my hand and Notarial Seal the date above written.

Alpos F. Stainakor

GENERAL NOTARIAL

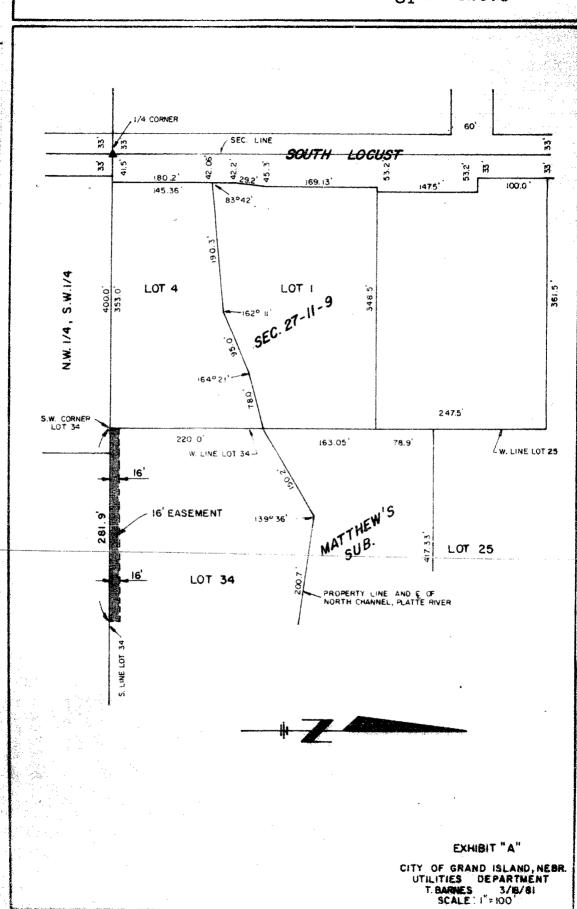
SIE/AI

STATE OF HEBRASKA

COMMISSION EXPIRES

April 5, 1983

Olyne S. Statusker Notary Public



Entered as Document No. 81-002078

A REG. OF BREES.

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Healen Medery