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CASS COUNTY, NE.

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Daniel J. Carr
REGISTERED DEEDS

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PERMANENT EASEMENT

Joe Marvin Carr and Ingrid Carr, husband and wife, and Dixie Carr, a single person, Grantor, whether one or more, in consideration one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and in consideration of the conditions hereinafter stated, does hereby grant and convey unto the Village of Eagle, Cass County, Nebraska, a political subdivision of the State of Nebraska, Grantee, whether one or more, its successors, assigns, and franchisees, a permanent sewer and utility easement over, across, and under the following described tract of real estate, to wit:

A TRACT OF LAND COMPOSED OF A PORTION OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 9 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF SOUTH 03 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 359.01 FEET TO A POINT; THENCE SOUTH 86 DEGREES 21 MINUTES 34 SECONDS WEST, A DISTANCE OF 188.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 14 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.19 FEET TO A POINT; THENCE NORTH 08 DEGREES 45 MINUTES 21 SECONDS WEST, A DISTANCE OF 416.69 FEET TO A POINT; THENCE NORTH 03 DEGREES 45 MINUTES 25 SECONDS WEST, A DISTANCE OF 369.57 FEET TO A POINT; THENCE NORTH 12 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 236.78 FEET TO A POINT; THENCE NORTH 50 DEGREES 51 MINUTES 24 SECONDS EAST, A DISTANCE OF 105.84 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 162.24 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 113.74 FEET TO A POINT; THENCE SOUTH 50 DEGREES 51 MINUTES 24 SECONDS WEST, A DISTANCE OF 96.97 FEET TO A POINT; THENCE SOUTH 12 DEGREES 13 MINUTES 35 SECONDS EAST, A DISTANCE OF 210.08 FEET TO A POINT; THENCE SOUTH 03 DEGREES 45 MINUTES 25 SECONDS EAST, A DISTANCE OF 370.80 FEET TO A POINT; THENCE SOUTH 08 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 418.88 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA 59,085.65 SQUARE FEET OR 1.36 ACRES, MORE OR LESS.

hereinafter called Easement, subject to the following conditions:

1. Grantee shall have the right over, across, and under Easement area for the purpose of surveying, constructing, reconstructing, locating, relocating, altering, inspecting, repairing, replacing, adding to, excavating, maintaining and operating, at any time, village sewer line and utilities, manholes, culverts, with appurtenances and accessories thereto, including but not limited to the channel restoration and sewer line relocation of Grantee, its successors, assigns, and its franchisees and their respective successors and assigns as well as the right of ingress and egress from said area. Such ingress and egress shall be exercised in a reasonable manner.

2. Grantee shall restore the surface of the soil excavated within the Easement for any purpose hereunder to the original contour thereof as near as may be possible and as set forth by design of the channel restoration project conducted within such easement area, which may include management of cover in the areas along channel banks and ditches within the Easement. Grantor agrees that all farming practices within the easement area will be done within local, state and federal regulations applicable to the area.

3. Grantor and Grantor's successors and assigns covenant that at no time will any buildings, structures, pipelines or other property be erected, constructed, used or placed on or below the surface of

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Easement nor will any soil be removed, absent ordinance agricultural tillage practices, from the surface of the above Easement that would infringe upon the integrity of the purpose of the sewer, manhole facilities and/or utilities, with appurtenances and accessories thereto, located therein.

4. Grantee shall at all times, in utilizing this Easement, exercise all due care and diligence to avoid any injury or damage to the personal property of the Grantor and the Grantee agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the aforementioned utilities and sewer line, with appurtenances and accessories thereto.

5. That for purposes of this Easement, crop damage, if any, will be paid for in an amount based on the prorated amount based on the tillable cropland area damaged compared to the total tillable area in the field. In no case shall damages be paid for more than one (1) year's crop per crop year. Grantor agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage, if possible.

6. One 48-inch reinforced concrete culvert as approved by any local, state or federal regulation will be included within the Easement for channel crossing which may be utilized by Grantor and Grantee. Grantee shall be responsible for maintenance and repair of said crossing and any required permitting for such work related to the crossing as is required by any local, state or federal regulation. Grantor shall cooperate with annual maintenance including rocking top of crossing, replenishing soil around culvert, damage caused by Grantor, and minor erosion concerns. Major erosion and repair shall remain the responsibility of Grantee.

7. The Easement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their respective heirs, personal representatives, successors and assigns.

8. Grantor covenants that Grantor has lawful possession of said Easement, good, right and lawful authority to make such conveyance and that Grantor's successors and assigns shall warrant and defend the same, and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way assert any right, title or interest, prior to or contrary to this conveyance.

DATED this 5th day of January, 2015, 2016

Joe Carr
Joe Marvin Carr, Grantor

Dixie L. Carr
Dixie Carr, Grantor

Ingrid Carr
Ingrid Carr, Grantor



STATE OF NEBRASKA)
COUNTY OF Cass) ss.

The foregoing instrument was acknowledged before me on the 5th day of January, 2015, 2016, by Joe Marvin Carr, Grantor.

[Signature]
Notary Public

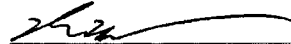
STATE OF NEBRASKA)
COUNTY OF Cass) ss.

The foregoing instrument was acknowledged before me on the 5th day of January, 2015, 2016, by Ingrid Carr, Grantor.

[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Cass) ss.

The foregoing instrument was acknowledged before me on the 5th day of January, 2015, 2016, by Dixie Carr, Grantor.


Notary Public

Return to: Village of Eagle, P.O . Box 130, NE 68347