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CASS COUNTY, NE.

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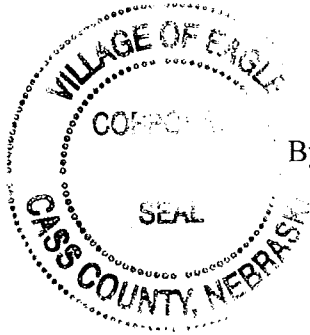
Daniel John
Treasurer

#964 \$72.00

CERTIFICATION

I, Nick Nystrom, Clerk of the Village of Eagle, Nebraska, hereby certify that attached is a true, full and correct copy of a Temporary Construction Easement and Permanent Easement signed and approved on the 5th day of January, 2016, as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Eagle, Nebraska, as of this 6th day of January, 2016.



VILLAGE OF EAGLE, NEBRASKA

By:

Nick Nystrom
Nick Nystrom, Village Clerk

NK

**TEMPORARY
CONSTRUCTION EASEMENT**

Joe Marvin Carr and Ingrid Carr, husband and wife, and Dixie Carr, a single person, Grantor, whether one or more, in consideration of 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, its successors and assigns, a temporary construction easement over, across, and under the following described 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 136.18 FEET TO A POINT; THENCE SOUTH 86 DEGREES 21 MINUTES 34 SECONDS WEST, A DISTANCE OF 208.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 45 MINUTES 21 SECONDS WEST, A DISTANCE OF 195.15 FEET TO A POINT; THENCE NORTH 03 DEGREES 45 MINUTES 25 SECONDS WEST, A DISTANCE OF 370.80 FEET TO A POINT; THENCE NORTH 12 DEGREES 13 MINUTES 35 SECONDS WEST, A DISTANCE OF 210.08 FEET TO A POINT; THENCE NORTH 50 DEGREES 51 MINUTES 24 SECONDS EAST, A DISTANCE OF 67.55 FEET TO A POINT; THENCE SOUTH 31 DEGREES 50 MINUTES 41 SECONDS EAST, A DISTANCE OF 18.31 FEET TO A POINT; THENCE SOUTH 23 DEGREES 39 MINUTES 24 SECONDS EAST, A DISTANCE OF 82.50 FEET TO A POINT; THENCE SOUTH 18 DEGREES 37 MINUTES 12 SECONDS EAST, A DISTANCE OF 113.52 FEET TO A POINT; THENCE SOUTH 06 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 106.28 FEET TO A POINT; THENCE SOUTH 02 DEGREES 23 MINUTES 11 SECONDS EAST, A DISTANCE OF 267.72 FEET TO A POINT; THENCE SOUTH 13 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 245.49 FEET TO A POINT TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA 60,795.35 SQUARE FEET OR 1.40 ACRES, MORE OR LESS.

hereinafter called Temporary Construction Easement, subject to the following conditions:

- 1) Grantee shall have the right to access said easement area for the construction, relocation of sewer line, culverts, manholes and necessary appurtenances and accessories thereto, move, store, and remove equipment and supplies, and erect and remove temporary structures, trench, excavate, fill soil and to perform any other work necessary and incident to the Village sewer line relocation and channel restoration project, reserving, however, to the GRANTOR, and GRANTOR'S heirs, personal representatives, successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired, subject, however, to existing easements for public roads and highways.
- 2) Grantee shall have the right of ingress and egress over, across, and under the Temporary Easement for any purposes hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- 3) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be possible.
- 4) Grantor covenants that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor's heirs, personal representatives, 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.

5) Said Temporary Construction Easement shall terminate upon the completion of the construction of the aforementioned sewer line relocation and channel restoration project, with appurtenances and accessories thereto.

DATED this 5th day of January ~~2015~~ 2016

[Signature]
Joe Marvin Carr, Grantor

[Signature]
Dixie Carr, Grantor

[Signature]
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.

[Signature]
Notary Public