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CASS COUNTY, NEB.

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UTILITY RIGHT OF WAY EASEMENT

Joe Marvin Carr and Ingrid Carr, husband and wife, and Dixie Carr, a single person, collectively the Grantor, whether one or more, in consideration of the conditions hereinafter stated and other valuable consideration, does hereby grant and convey unto the Village of Eagle, Cass County, Nebraska, a political subdivision of the State of Nebraska, Grantee, its successors, assigns, and franchisees, non-exclusive permanent utility easements, over, across, and under the real property depicted as "8' Utility Easement" and "16' Utility Easement" on Exhibit A attached hereto and made a part hereof and legally described as follows, to wit:

8' UTILITY EASEMENT DESCRIPTION

A Utility Easement, 8 feet in width, located in that part of the Northeast Quarter of Section 29, Township 10 North, Range 9 East, of the 6th Principal Meridian, Cass County, Nebraska and being more particularly described as follows:

Referring to the Northeast corner of said Section 29; thence westerly on an assumed bearing of North 90°00'00" West, on the North line of the Northeast Quarter of Section 29, 955.91 feet; thence southerly South 00°00'00" East, 65.00 feet, to a point of intersection on the southerly right of way line of Highway 34; thence southerly South 00°06'25" East, 13.00 feet; thence southerly South 00°06'25" East, 290.00 feet, to the Point of Beginning for the described easement; thence following the perimeter of the described easement on the following bearings and distances: South 00°06'25" East, 8.00 feet; thence South 90°00'00" West, 254.00 feet; thence North 00°06'25" West, 298.00 feet; thence North 90°00'00" East, 8.00 feet; thence South 00°06'25" East, 290.00 feet; thence North 90°00'00" East, 246.00 feet, to the true Point of Beginning.

Containing a total calculated area of 4,352 Square feet, or 0.10 acres, more or less.

AND

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16' UTILITY EASEMENT DESCRIPTION

A Utility Easement, 16 feet in width, located in that part of the Northeast Quarter of Section 29, Township 10 North, Range 9 East, of the 6th Principal Meridian, Cass County, Nebraska, the center line being more particularly described as follows:

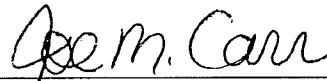
Referring to the Northeast corner of said Section 29; thence westerly on an assumed bearing of North 90°00'00" West, on the North line of the Northeast Quarter of Section 29, 955.91 feet; thence southerly South 00°00'00" East, 65.00 feet, to a point of intersection on the southerly right of way line of Highway 34; thence westerly South 90°00'00" West, 246.00 feet; thence southerly South 00°06'25" East, 8.00 feet, to the Point of Beginning for the center line of the described easement; thence westerly South 90°00'00" West, 550.00 feet, to point of intersection on an existing sanitary sewer line, also being the Point of Termination for the center line of the described easement.

Containing a total calculated area of 8,800 square feet, or 0.202 acres, more or less.

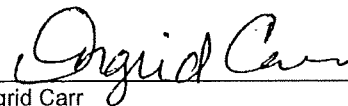
subject to the following conditions:

1. Grantee shall have the right of ingress and egress over, across, and under the above-described real estate for the purpose of surveying, constructing, reconstructing, relocating, altering, inspecting, repairing, replacing, adding to, maintaining and operating, at anytime, utilities, with appurtenances and accessories thereto, of Grantee, its successors, assigns, contractors, agents and franchisees. Such ingress and egress shall be exercised in a reasonable manner.
2. Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be possible, and repair and replace the surface of any walks or driveways, which have been placed with the permission of the Grantee, which may have been disturbed for any purpose hereunder as near as may be possible.
3. 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 construction, operation and maintenance of the aforementioned utilities.
4. Grantor and Grantor's heirs, personal representatives, successors and assigns covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways placed with the permission of the Grantee, be erected, constructed, used or placed on or below the surface of said above-described real estate nor will any soil be removed from the surface of the above Easement that would infringe upon the integrity of the purpose of any utility, located therein.
5. 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.


DATED this 5 day of August, 2016.



Joe Marvin Carr



Ingrid Carr

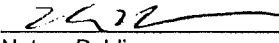


Dixie Carr

STATE OF NEBRASKA)
) ss.
COUNTY OF Cass)



The foregoing Utility Right of Way Easement was acknowledged before me on the 5th day of August, 2016, by Joe Marvin Carr and Ingrid Carr, husband and wife, Grantor.

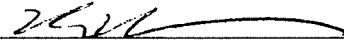


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Cass)



The foregoing Utility Right of Way Easement was acknowledged before me on the 5th day of August, 2016, by Dixie Carr, a single person, Grantor.



Notary Public

Exhibit A

[See Attached]

