

## UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of the performance by Grantee of the covenants and promises by it herein made,

V.F. Factory Outlet, Inc., a Delaware Corporation

herein, whether one or more, called Grantor, does hereby grant and convey unto the City of Nebraska City, Nebraska, its successors or assigns, herein called Grantee, the right, privilege and easement to construct, operate, inspect, maintain and replace underground electric cables, gas, water and sewer pipes and appurtenances thereto for the transportation of utility services of any sort over and through the following described lands, together with the right to substitute and improve said utility services at will, in whole or in part, and the right of ingress and egress at convenient points to and from said premises for the purpose of exercising and enjoying the rights and privileges herein granted, such premises being located in the County of Otoe, State of Nebraska, and described as follows:

A permanent easement for utility purposes in part of Lot A, H & E Subdivision in the West Half of the Northwest Quarter, Section 21, Township 8 North, Range 14 East of the 6th Principal Meridian, Otoe County, Nebraska, described as follows:

Beginning at the Northwest corner of said Lot A, H & E Subdivision, thence on the North line of Lot A S81 degrees 58'30"E 16.01 feet, thence S05 degrees 49'33"W 161.92 feet, thence S00 degrees 13'32"W 198.38 feet, thence S05 degrees 43'34"E 442.23 feet, thence S04 degrees 17'05"W 57.58 feet, thence N90 degrees 00'00"E 926.46 feet, thence N00 degrees 01'40"W 693.86 feet, thence N90 degrees 00'00"E 16.0 feet, thence S00 degrees 01'40"E 709.86 feet, thence S90 degrees 00'00"W 959.70 feet to the West line of said Lot A, H & E Subdivision, thence on the West Line of Lot A N04 degrees 17'05"E 73.40 feet, thence on the West Line of Lot A N05 degrees 43'34"W 441.67 feet, thence on the West Line of Lot A N00 degrees 13'32"E 200.00 feet, thence on the West line of Lot A N05 degrees 49'33"E 163.32 feet to the Point of Beginning. Said tract contains 0.92 acres, more or less.

Grantee shall have the right of ingress and egress at convenient points over said property and the property of the Grantor adjacent thereto, for any purpose necessary in connection with the surveying, laying, construction, repair, operation, inspection, maintenance, altering, replacing, moving and removing said utilities and the right to make such excavations on said premises as shall be necessary or requisite to accomplish such purposes.

Grantee shall have the permanent right, privilege and authority to cut down, clear, or grub out any trees, brush or shrubs which in the opinion of the Grantee may interfere with or endanger the surveying, laying, construction, operation, repair, alteration or maintenance, inspection, replacement, moving or removing of said utilities. Grantee shall give V.F. Factory Outlet ten days prior written notification of its intent to perform such work.

Grantee shall at all times exercise all due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said premises, and shall indemnify and save harmless the Grantor from any such damage occurring to such property by reason of the surveying, laying, construction, operation, repair, alteration, inspection or maintenance of said utilities.

Grantors, their heirs and assigns, reserve the right to fully use, occupy and enjoy the surface of said premises, except for the purposes herein granted. All utilities shall be buried so as not to interfere with the use of the land.

Grantor agrees not to erect any structure on the easement without the permission in writing, of Grantee.

The rights herein granted to Grantee may be assigned in whole or in part.

This instrument, and the covenants, and agreements herein contained, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Signed and delivered on this 9th day of October, 1989.

Witness:

J M Tanski H M Kany

STATE OF Pennsylvania

COUNTY OF Berks:

The foregoing instrument was acknowledged before me on 10/9/89 by Nudd L. McKenney of V. F. Factory Outlet, Inc., a Delaware Corporation, on behalf of said corporation.

Tina M. Yetzer  
Notary Public

My term expires January 13, 1989.

NOTARIAL SEAL  
TINA M. YETZER, Notary Public  
Reading, Berks County  
My Commission Expires January 13, 1992



#1813

State of Nebraska, Otoe County, ss Filed for record in the Register of Deeds Office on  
Oct. 16, 1989, at 10:20 AM, recorded in Book 59 of Miscellaneous  
page 242 Jean Thayer Register of Deeds

Fee: \$15.50

ENTERED ✓  
INDEXED ✓  
PAGED ✓  
COMPARED ✓

# NEBRASKA CITY UTILITIES EASEMENT



SCALE: 1" = 200'

E. LINE  
W 1/2 NW 1/4  
21-8-14

