

ENTERED AS INSTRUMENT NO

201404510

STATE OF NEBRASKA )  
COUNTY OF HALL ) SS

2014 JUL 23 AM 9 45

*Mitchell Clark*  
HALL CO. REGISTER OF DEEDS

CASH 28.00  
CHECK \_\_\_\_\_

REFUNDS:  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

•THIS SPACE RESERVED FOR REGISTER OF DEEDS•

*28.00*

**UTILITY EASEMENT**

AMES DEVELOPMENT, L.L.C., a Nebraska Limited Liability Company, herein called Grantor, in consideration of the sum of one Dollar (\$1.00), 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, relocate, extend, remove, and operate thereon, public utilities and appurtenances connected there with, in, upon, above, along, over, across, underneath, and through a part of Lot Fourteen (14), Meadowlark West Third Subdivision, in the City of Grand Island, Hall County, Nebraska. The twenty (20) foot wide utility easement and right-of-way being more particularly described as follows:

The southerly twenty (20.0) feet of the easterly twenty (20.0) feet of the westerly forty (40.0) feet of Lot Fourteen (14), Meadowlark West Third Subdivision, Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 400 square feet, more or less, as shown on the plat dated 6/30/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

**Mail to:**  
**Robert H. Smith**  
Grand Island Utilities Administration  
P.O. Box 1968  
Grand Island, NE 68802-1968



201404510

Together with the following rights:

Grantee shall have unrestricted ingress and egress to the above-described easement and right-of-way for any purpose necessary for the surveying, construction, inspection, maintenance, repair, replacement, relocation, extension, removal, and operation of such public utilities and appurtenances. Such rights of ingress and egress shall be exercised in a reasonable manner.

Grantee shall have the right to excavate and refill ditches and trenches necessary for such public utilities and appurtenances; to remove, clear, and keep clear, trees, bushes, hedges, undergrowth, and/or any other obstructions interfering with the surveying, construction, inspection, maintenance, repair, replacement, relocation, extension, removal, and operation of such public utilities and appurtenances.

Grantee shall have the right at any time, to relocate, add, or upgrade such public utilities and appurtenances connected therewith, in, upon, above, along, over, across, underneath, or through the easement and right-of-way herein granted. Any such public utilities and appurtenances placed in, upon, above, along, over, across, underneath, or through such tract of land shall remain the property of Grantee, and may be removed or replaced at any time.

Grantor shall have the right to use the easement and right-of-way for purposes not inconsistent with Grantee's full enjoyment of the rights herein granted, provided that Grantor shall not allow any structures, buildings, combustible materials, or other property of any kind whatsoever, to be erected, constructed, placed, stored, or accumulated in, upon, above, along, over, across, underneath, or through the easement and right-of-way herein granted.

It is further agreed that Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance; and that Grantor on behalf of itself, all heirs, executors, administrators, successors, and assigns, hereby covenants that the rights and privileges herein granted shall run with the title to such tract of land, and be binding upon Grantor, all heirs, executors, administrators, successors, and assigns.

Dated July 14, 2014.

GRANTOR  
AMES DEVELOPMENT, L.L.C.,  
a Nebraska Limited Liability Company

By [Signature]

Title Pres.

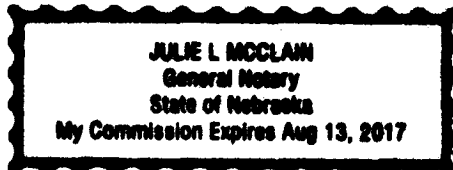
STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF Douglas

On this 14th day of July, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Gary Rohwer, President

of AMES DEVELOPMENT, L.L.C., a Nebraska Limited Liability Company, to me known personally to be the identical such person who signed the foregoing Utility Easement, and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed

WITNESS my hand and Notarial Seal the date above written.



[Signature]  
Notary Public

281

HIGHWAY

U.S.



LEGEND



INDICATES 20' x 20' UTILITY EASEMENT

MEADOWLARK

LOT 14

WESTERLY LINE- LOT 14, MEADOWLARK WEST 3RD SUB.

WEST

SOUTHERLY LINE- LOT 14, MEADOWLARK WEST 3RD SUB.

THIRD

LOT 13

SUBDIVISION

ALLEN DRIVE

200.0'

225.78'

EXISTING 20' EASEMENT

200.0'

40'

20'

20'

226.02'

EXISTING 20' EASEMENT

200.0'

92.94'

65'

12.011'

252.15'

CITY OF GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 6/30/2014	MEADOWLARK WEST