

ENTERED AS INSTRUMENT NO

202202683

DATE OF RECORDING
TIME OF DAY

2022 APR 13 PM 1 39

NOTARIAL SEAL

CASH 34.00
CHECK _____

REFUNDS:
CASH _____
CHECK _____



202202683

THIS SPACE RESERVED FOR REGISTER OF DEEDS

34.00

UTILITY EASEMENT

JOSEPH MICHAEL BROWN a/k/a MICK BROWN AND LORI J. BROWN, CO-TRUSTEES OF THE MICK & LORI BROWN TRUST, herein called the Grantors, 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 the 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 therewith, in, upon, above, along, over, across, underneath, and through a part of Lot Four (4), Chief Industrial Park Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide utility easement and right-of-way tract being more particularly described as follows:

Commencing at the Northwest corner of Lot Four (4), Chief Industrial Park Subdivision, in the City of Grand Island, Hall County, Nebraska; thence S00°21'06"W, along the westerly line of said Lot Four (4), a distance of two hundred five and seventy-five hundredths (205.75) feet to the ACTUAL Point of Beginning; thence S52°24'09"E, a distance of one hundred eighteen (118.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

Mail to:
Angi Schulte
Grand Island Utilities Administration
315 N Jefferson
Grand Island, NE 68801

The above-described easement and right-of-way containing a total of .05 acres, more or less as shown on the plat dated 3/4/2022, marked Exhibit "A", attached hereto and incorporated herein by reference,

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.

Grantors 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 Grantors 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.

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.

Grantors and Grantee hereto agree that Grantors shall have the right to hard surface over the easement and right-of-way and use the easement and right-of-way for parking and ingress and egress; provided if Grantee needs to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, or operate such public utilities and appurtenance within such easement and right-of-way, the cost of removal and repair of any hard surfacing placed in, along, or through the easement and right-of-way shall be paid by Grantors.

It is further agreed that Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance; and that Grantors on behalf of themselves, 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 Grantors, all heirs, executors, administrators, successors, and assigns.

Dated 3-22-2022

GRANTORS

JOSEPH MICHAEL BROWN a/k/a MICK BROWN AND LORI J. BROWN,
CO-TRUSTEES OF THE MICK & LORI BROWN TRUST

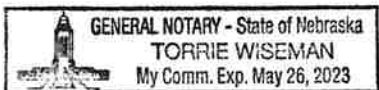
By: Joseph M. Brown
Joseph Michael Brown, Grantor

By: Lori J. Brown
Lori J. Brown, Grantor

STATE OF Nebraska
COUNTY OF Hall) ss

On this 22 day of March 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared: Joseph Michael Brown a/k/a Mick Brown and Lori J. Brown, Co-Trustees of the Mick & Lori Brown Trust, to me known personally to be the identical person who signed the foregoing Utility Easement and acknowledged the execution thereof to be their voluntary act and deed as such persons for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Torrie Wiseman
Notary Public

CONSENT TO PUBLIC UTILITY EASEMENT

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, the undersigned being the holder of a Deed of Trust recorded in Document 202003980 at the office of the Register of Deeds Office, Hall County, Nebraska, hereby grants to the city of Grand Island the same easement and right-of-way described in the foregoing grant, and agrees that such easement and right-of-way shall be prior and paramount to all rights under such Deed of Trust and under sale or foreclosure of same shall be subject to such easement and right-of-way.

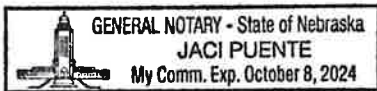
IN WITNESS WHEREOF, the undersigned has executed this instrument, or caused the due execution thereof, this 15th day of MARCH, 2022.

EQUITABLE BANK

By: David Richardson

Title: Community Bank President

STATE OF NE)
COUNTY OF Hall) ss



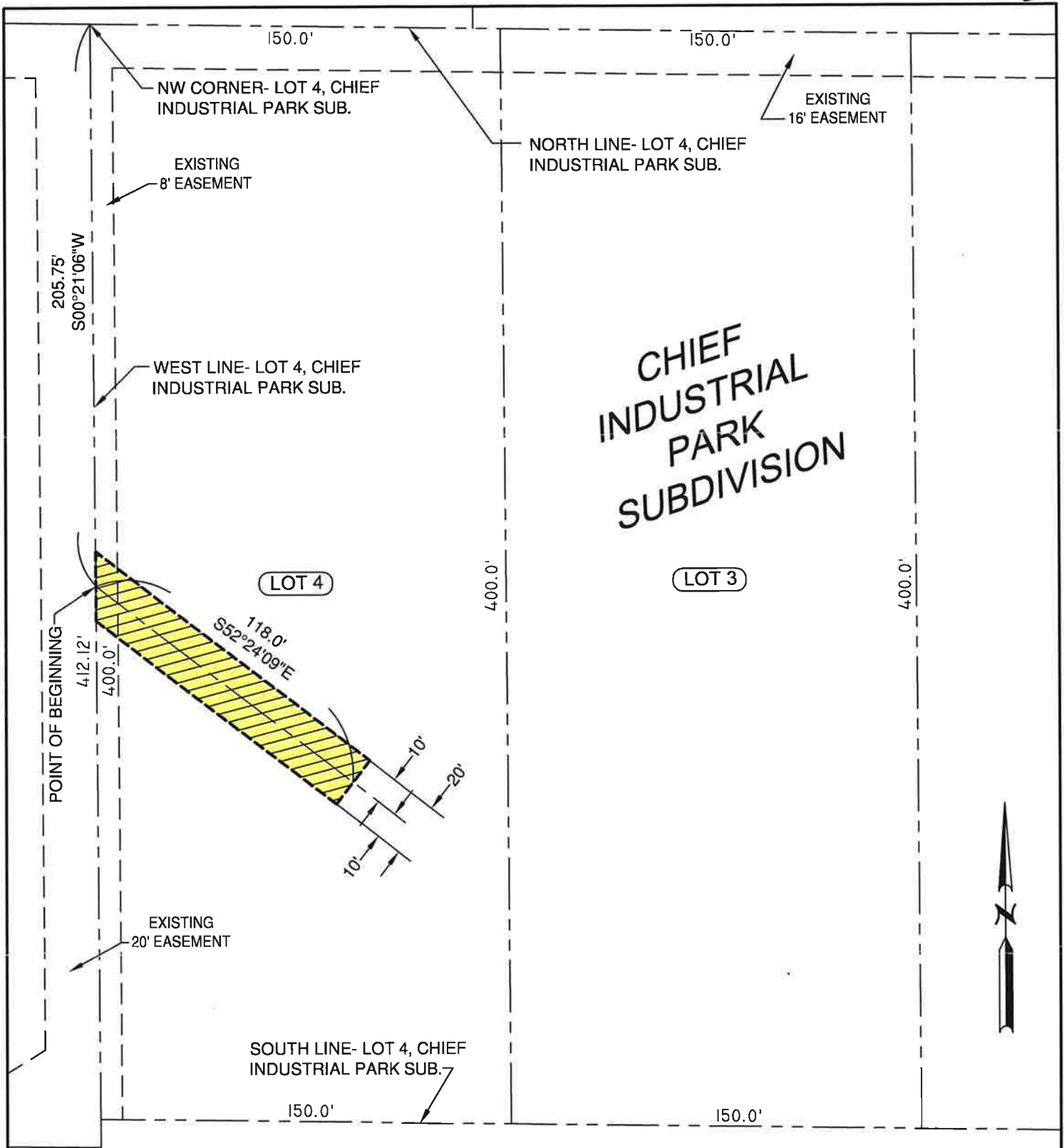
On this 15th day of March, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

David Richardson, Community Bank President

of EQUITABLE BANK, to me known personally to be the identical person who signed the foregoing Consent and acknowledged the execution thereof to be their voluntary act and deed as such officer on behalf of said bank for the purpose therein expressed.


WITNESS my hand and Notarial Seal the date above written.

[Signature]
Notary Public



ENTERPRISE AVENUE

LEGEND

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1" = 50'
DATE: 3/4/2022	FILE: CHIEF IND.