83-002504

## STORM DRAINAGE EASEMENT

TED V. HESSELGESSER and SUSAN A. HESSELGESSER, husband and wife, each in his and her own right, herein called the Grantors, for One Dollar (\$1.00) consideration, receipt of which is hereby acknowledged, hereby grant and convey unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual easement to construct, operate, maintain, extend, repair, remove, and replace underground storm drainage lines, manholes, surface markers, and other appurtenances upon, over, in, and through part of the Southeast Quarter of the Northwest Quarter ( $SE_{2}^{1}NW_{2}^{1}$ ) of Section Twenty-one (21), Township Eleven (11) North, Range Nine (9) West of "he 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the South line of Oklahoma Avenue, said point being 87 feet West of the prolongation of the East right-of-way line of Broadwell Avenue; thence proceeding westerly along the South line of Oklahoma Avenue for a distance of 16 feet; thence proceeding southerly to a point on the North right-ofway line of the CB & Q Beltline which lies 91 feet West of the prolongation of the East right-of-way line of Broadwell Avenue; thence proceeding easterly along the North right-of-way line of the CB & Q Beltline for a distance of 16 feet; thence proceeding northerly to the point of beginning, all as shown on the plat marked Exhibit "A", attached hereto and incorporated herein by reference;

together with all rights of ingress and egress for installation and maintenance of such underground storm drainage lines and appurtenances.

Such rights of ingress and egress shall include all rights necessary for the full and complete use, occupation, and enjoyment of the easement herein granted, including the right to excavate and refill ditches and trenches, to remove trees, bushes, hedges, undergrowth, and other obstructions interfering with the location, construction, inspection, repair, replacement, removal, and maintenance of such storm drainage lines; provided, if such construction or maintenance requires the removal of fences, poles, hardsurfaced driveways and parking lots, grassed lawns, or other obstructions, the Grantee or its contractor agrees to restore the surface of the easement area as soon as possible to its condition prior to said

## 83- 002504

construction or maintenance work.

The parties hereto agree that the Grantors may continue to use the easement area herein granted for any use permitted by law that does not interfere with the operation and maintenance of the underground storm drainage line and appurtenances constructed therein, including but not limited to the right to construct, maintain, and use private parking lots within the easement area.

The Grantors, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no building or other structure shall be erected, constructed, or permitted upon the tract of land herein described for the perpetual storm drainage easement; provided, that if the Grantors desire to hardsurface their private parking lot area, part of which may encreach upon the storm drainage easement, Grantee shall permit the Grantors to install such hardsurfacing in accordance with plans, specifications, inspections, and permits authorized by the Grantee's Department of Public Works.

Said storm drainage line is known as a part of Street Improvement District No. 1016 of the City of Grand Island, Nebraska.

The Grantors, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that the right and privileges herein granted shall run with the title to such tract of land and shall be binding upon the aforementioned parties.

Dated 5/18/83

V Hesselgesser

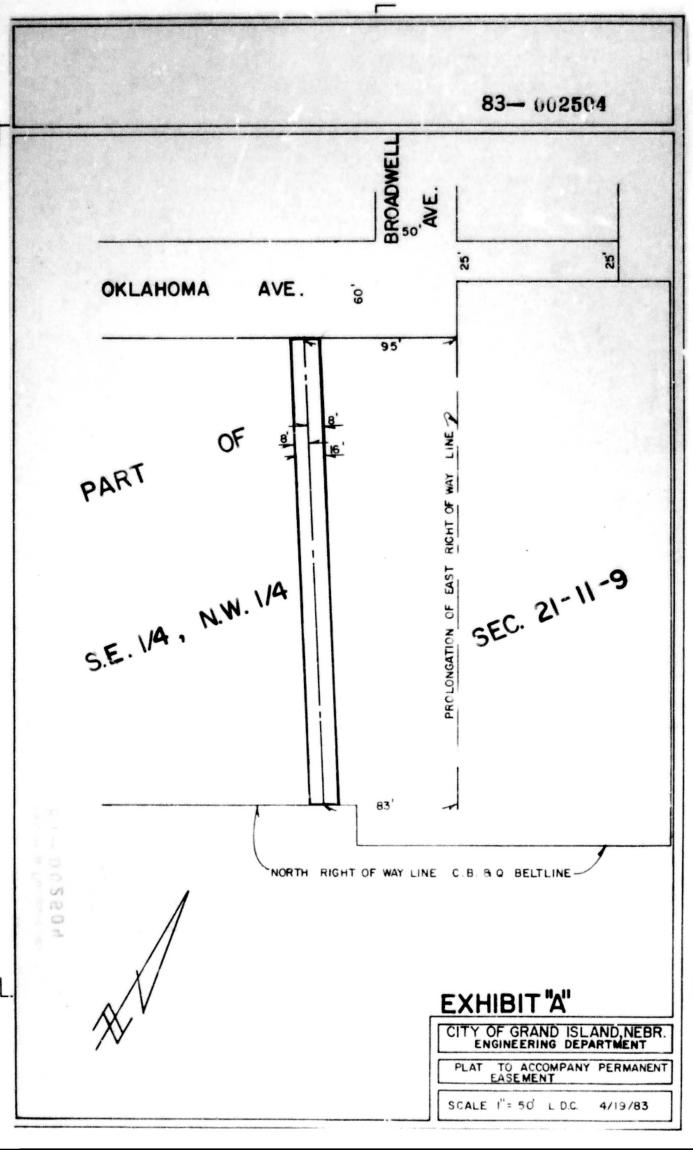
Susan A. Hesselgess Grantors

STATE OF NEBRASKA ) ) ss COUNTY OF HALL )

On this <u>Rife</u> day of <u>Mou</u>, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ted V. Hesselgesser and Susan A. Hesselgesser, husband and wife, to me known personally to be the identical persons who signed the foregoing Storm Drainage Easement and acknowledged the execution thereof to be their voluntary acts and deeds for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

atricia y Notary Public GENERAL MALARY - State of Nebiash PATRICIA J. BUTLER m My Comm. Exp. April 17, 1987



Entered as Document No. 83-002504 35 83 MAY 19 AN 10 49 RUT 2 3 4 STATE OF NEERASKA) COUNTY OF HALL ) 

Served eters



I