

#93

PERMANENT EASEMENT

This indenture, made this 30th day of September, 1983, between Nettelman's Enterprises, Inc., ~~1982~~, husband and wife, Peter O. Nettelman and Catherine C. Nettelman, hereinafter referred to as "grantor," and the City of Plattsmouth hereinafter referred to as City.

WITNESSETH:

That the grantor, in consideration of the mutual benefits to be derived as a result of the construction herein described by the City, and for other good and valuable consideration, does hereby grant, sell, convey and confirm unto the City and its assigns forever an easement for the right of use, construction, maintenance and repair of a public sidewalk, together with all appurtenances and structures pertaining thereto, in, through, over and across the parcel of land described as:

Tax Lot 62 in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 24, T12, R13, East of the 6th P.M. and encompasses a fractional part of former tax lot 47, in Cass County Nebraska of South Park Addition to the City of Plattsmouth, Nebraska 68048

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FILED FOR RECORD 11-8-83 AT 8:42 A.M. IN BOOK 277 OF Maps
PAGE 413 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpat \$ 15.50

COMPARED

Said easement is granted upon the condition that the City shall cause the construction of a four foot wide concrete sidewalk on the easement area adjoining the right of way of U. S. Highway 34, in accordance with plans and specifications on file at the office of the City Clerk; such sidewalk to commence at a point 1,604' south of the north line of Section 24, Twp. 12 N., Rge. 13 E of the 6th P.M., Cass County, and extending 2,000' more or less south to Highway Reference Post 379, and that no assessment shall be charged to the grantor or its successors in connection with construction of the sidewalk or concrete storm sewer to be built in the Highway right of way in conjunction therewith.

No building, improvement, or structures shall be placed in, on or over or across said easement by undersigned, his or their successors and assigns without the express approval of the City of Plattsmouth. Any trees, grass, or shrubbery placed on said easement shall be maintained by grantor or his heirs, successors and assigns.

Said City shall cause any trench made on the aforesaid property to be properly refilled and shall cause grass seed to be sown over said trench and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the City in any of said construction work.

Said grantor for himself and his heirs, executors and administrators does confirm with the said City and its assigns, that he, the grantor, is well seized in fee of the above described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his heirs, executors and administrators shall warrant and defend this easement to said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

The parties agree that the maintenance of the sidewalk as constructed shall be the responsibility of the respective property owners as defined in Nebraska statutes and ordinances of the City of Plattsmouth.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hand and seal the day and year first above written.



Peter O. Nettelmann
Catherine O. Nettelmann
THE CITY OF PLATTSMOUTH,
BY [Signature]
Mayor

ATTEST
[Signature]
City Clerk

