

PROJECT NO. _____
TRACT NO. _____

PERMANENT EASEMENT

BY TRUSTEES PRESENTS: CHARLES NYE, TRUSTEE
FRITZ GOTTSCH & LOIS GOTTSCH, HUSBAND AND WIFE

GRANTOR (whether one or more) for and in consideration of the sum
_____ no/100 Dollars (\$ 1.00)

the receipt of which is hereby acknowledged, does hereby grant and
CITY OF ELKHART, INDIANA, a Municipal Corporation, hereinafter referred to as
the GRANTEE, an easement for the right to construct, maintain or operate _____

_____ through, and under or over the parcel of land described as follows, to-wit:

in exhibit A, attached hereto and made part hereof for
description _____

DO HAVE AND TO HOLD unto said CITY, its successors and assigns; together with the right of
to use the same for the purpose of constructing, inspecting, maintaining or operating

of the CITY. The GRANTOR may, following construction of said _____

use the surface of the easement strip conveyed hereby for other purposes, subject to the right
to use the same for the purposes herein expressed.

It is further agreed as follows:

Improvements, or other structures, shall be placed in, on, over, or across the easement strip by GRANTOR, his or
her, without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road,
_____ of pavement.

The CITY will replace or rebuild any and all damage to improvements
caused by CITY exercising its rights of inspecting or maintaining

_____ trees and shrubbery will not be considered for by CITY.

This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction

GRANTOR for himself or themselves and his or their heirs, executors and administrators do hereby confirm with the said
CITY that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have
conveyed this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and ad-
ministrators, defend this easement to said CITY and its assigns against the claims, claims and demands of all persons.

This easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing
obstructions but not limited to, crops, vines, trees within the easement area as necessary for construction.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings,
written or oral, between the GRANTOR and the CITY or its agents; and that the GRANTOR,
his or her heirs, executors, administrators, assigns, agents, employees, or representatives, has not relied upon any promises, inducements, or representations of the CITY or its agents or

WITNESSED and GRANTOR has or have hereunto set his or their hand(s) this
_____ A.D. 1976

Charles Nye

Charles Nye, Trustee

115 31

GOTTSCHE-MTS WATERLINE EASEMENT

A 20 foot wide permanent easement which will be measured to the west from the west right-of-way line of State Highway No. 31, the centerline of which is more particularly described as follows: Commencing at a point 157 feet south and 140 feet west of the Northeast Corner Section 13, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska; thence south on a parallel line, 10 feet west of the west right-of-way line of State Highway No. 31, a distance of 223 feet to a point 118 feet west of the east line of the Northeast Quarter of said Section 13; thence south on a line 118 feet west of the east line of said Section 13, a distance of 3,619 feet to a point 118 feet west and 33 feet south of the Northeast Corner, Southeast Quarter, Southeast Quarter of said Section 13.

EXHIBIT "A"

