

Young & White
9110 W. Dodge Rd.
Omaha, NE 68124

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That THE GOTTSCH FEEDING CORPORATION, Grantor, of the County of Douglas and State of Nebraska, in consideration of the sum of One (\$1.00) dollar in hand paid by the City of Elkhorn, Nebraska, organized and existing under the laws of the State of Nebraska, receipt whereof is hereby acknowledged, does hereby grant, remise and relinquish unto the Grantee, the CITY OF ELKHORN, its successors or assigns, the right, privilege and easement to construct, maintain and operate water mains, and appurtenances thereto, for the transmission of water over, through and under the following described lands and appurtenances thereunto belonging, situated in the County of Douglas and State of Nebraska, to wit:

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A Permanent Easement for the construction, location and maintenance of a water transmission main with appurtenances and accessories described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 13, Township 15 North, Range 10 East of the Sixth P.M., Douglas County, Nebraska, and assuming the North Line of said Northeast Quarter to have a bearing of N 90 degrees 00'00"E; thence S 90 degrees 00'00"W on said North Line 145.00 feet to the point of beginning, said point being on the westerly Right-of-Way Line of Nebraska Highway No. 31; thence S 05 degrees 59'00"E on said westerly Right-of-Way Line 420.00 feet; thence S 84 degrees 01'00"W 50.00 feet; thence N 05 degrees 59'00"W 374.97 feet; thence S 90 degrees 00'00"W 1239.37 feet; thence S 45 degrees 00'00"W 49.50 feet; thence S 00 degrees 00'00"E 100.00 feet; thence S 90 degrees 00'00"W 568.00 feet; thence N 00 degrees 00'00"W 108.80 feet; thence N 89 degrees 58'53"W 536.33 feet to a point on the East Line of County Road Right-of-Way, said point being 66 feet east of the West Line of said Northeast Quarter; thence N 00 degrees 25'51"W parallel with the West Line of said Northeast Quarter and on said East Right-of-Way Line 10.00 feet to a point on the South Line of County Road Right-of-Way; thence S 89 degrees 58'53"E on said South Right-of-Way Line 556.40 feet to a point on the West Line of a parcel of land described in Deed Book 421 Page 234; thence S 00 degrees 00'00"E on said West Line 98.80 feet to the Southwest Corner of said parcel; thence N 90 degrees 00'00"E on the South Line of said parcel 528.00 feet to the Southeast Corner of said parcel; thence N 00 degrees 00'00"W on the East Line of said parcel

165.00 feet, to the Northeast Corner of said parcel, said point being on the North Line of said Northeast Quarter; thence N 90 degrees 00'00"E on the North Line of said Northeast Quarter; 1339.40 feet to the point of beginning.

TO HAVE AND TO HOLD unto said City of Elkhorn, its successors and assigns, so long as such water mains, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the Grantee located thereon and thereunder, or the removal thereof, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of the rights to use and enjoy said above described premises, subject only to the right of the Grantee to use the same for the purposes herein expressed.

As further consideration for this grant, the Grantee herein agrees as follows:

1. That it will bury all water main laid in said land to a sufficient depth so as not to interfere with the cultivation of the soil.
2. That it will pay to Grantor any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said water mains.
3. The Grantor shall have the right to connect to the water main which is constructed within the easement without payment of any connection fee for such connection.
4. The connection shall be subject to and comply with the ordinances of the City of Elkhorn in effect in May 1, 1993.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 12 day of

May, 1993.

BY 
Brett Gottsch, Secretary
Gottsch Feeding Corporation

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 12 day of MAY, 1993, before me, the undersigned, a notary public in and for said county, personally came Brett Gottsch, secretary of the Gottsch Feeding Corp; a corporation, to me personally known to be the secretary and identical person whose name is affixed to the above document, and he acknowledged the execution thereof to his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

The foregoing instrument was acknowledged before me this 12 day of MAY, 1993, by Brett Gottsch of the above named corporation, a Nebraska corporation, on behalf of the corporation.



Cheryl K. Eckerman
 Notary Public

CASH 126923 BK 1073 R 13-15-10^{ma} FB 01-60000
 TYPE MR PG 350-352 C/O COMP OK SCAN JM
 FEE 15th OF MR LEGL PG 350 MC FV

RECEIVED
 MAY 19 4 04 PM '93
 GEORGE J. BULEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE