

PROJECT NO. \_\_\_\_\_

TRACT NO. \_\_\_\_\_

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

CHARLES NYE, TRUSTEE

THAT, ROBERT GOTTSCH & LOIS GOTTSCH, HUSBAND AND WIFE

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One----- ne/100Dollars (\$ 1.00 ) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF ELKHORN, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain or operate waterline

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

See exhibit A. attached hereto and made part hereof for description

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said waterline

at the will of the CITY. The GRANTOR may, following construction of said \_\_\_\_\_

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

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement.

2. That CITY will replace or rebuild any and all damage to improvements \_\_\_\_\_

caused by CITY exercising its rights of inspecting or maintaining

said \_\_\_\_\_

except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.

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

4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, 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 the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their 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.

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

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this

18<sup>th</sup>

day of

Sept

A.D., 1978

*Charles Nye*  
CHARLES NYE, TRUSTEE

*Robert Gottsch*  
ROBERT GOTTSCH  
*Lois Gottsch*  
LOIS GOTTSCH

## GOTTSCH-NYE 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'

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss

Before me a Notary Public, qualified for said County, perosnally came Charles Nye, Trustee, known to be the identical personal who signed the foregoing instrument and he acknowldged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on Sept 18, 1978

Helen Greguras  
Notary Public

My commission expires 19



STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }

Before me , a notary public , qualified for said County, personally came Robert Gottsch and Lois Gottsch , husband and wife, known to be the identical personals who signed the foregoing instrument and they acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on Sept 18, 1978.

Helen Greguras  
Notary Public



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Compd  
Index  
Fee 5.25  
of  
Page 320  
Book 615  
Price

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1979 JUN -4 PM 3:25

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