

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS 200505521
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 18th DAY OF November A.D. 2005
AT 11:35 O'CLOCK A.M. AND RECORDED IN BOOK
476 AT PAGE 585-587
COUNTY CLERK Charlotte L. Petersen
DEPUTY Rosemary Madson

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FILED

05 NOV 18 AM 11:35

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Barry R. Gottsch Investments, L.L.C., a Nebraska Limited Liability Company, herein referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Village of Arlington, Washington County, Nebraska, a Nebraska Municipal Corporation, herein referred to as Village, and to any public or private utility company, and to their successors and assigns and easement for the right to construct, maintain or operate utility lines, pipes, wires and all accessories and appurtenances thereto in, through, and under or over the tract of land described as follows, to-wit:

A permanent thirty foot wide easement over, under and across the property owned by the Grantor and legally described as

Commencing at the southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, T17N, R9E of the 6th P.M. in Washington County, Nebraska; thence S 89°43'49" W on an assumed bearing on the south line of said NE $\frac{1}{4}$, 206.42 feet; thence N 00°00'00" W, 627.28 feet; thence N 89°52'48" W, 449.90 feet; to the point of beginning; Thence N 89°52'48" W, 210.60 feet; thence N 84°04'51" W, 241.72 feet; thence N 13°20'45" E, 30.25 feet; thence S 84°04'51" E, 236.29 feet; thence S 89°52'48" E, 200.19 feet; thence S00°20'00" W, 30.00 feet, to the point of beginning.

Grantor also grants to Grantees as described herein a 50 foot temporary easement for construction purposes over, under and across the property owned by the Grantor and legally described as

Commencing at the southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, T17N, R9E of the 6th P.M. in Washington County, Nebraska; thence S 89°43'49" W on an assumed bearing on the south line of said NE $\frac{1}{4}$, 256.42 feet; thence N 00°00'00" W, 577.62 feet; thence N 89°52'48" W, 400.19 feet; to the point of beginning; thence N 89°52'48" W, 212.95 feet; thence N 84°04'51" W, 236.57 feet; thence N 06°08'02" W, 42.23 feet; thence N 13°20'45" E, 8.48 feet; thence S 84°04'51" E, 241.72 feet; thence S 89°52'48" E, 210.60 feet; thence S00°20'00" W, 50.00 feet, to the point of beginning.

TO HAVE AND HOLD UNTO SAID VILLAGE, and any public or private utility company, their successors and assigns, together with the right of ingress and egress form said premises for the purpose of constructing, inspecting, maintaining or operating, or repairing said utility at the will of the City, and any public or private utility company, their successors and assigns. The Grantor may, following construction of said utility, continue to use the surface of the easement strip conveyed hereby for other purposes,

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____

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including street and road purposes, subject to the right of the Village and any public or private utility company, their successors and assigns to use the same for the purposes 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, its successors and assigns, without the express approval by the Village and any public or private utility company, their successors and assigns. Grantor may use the surface for street and roadway purposes. Improvements, which may be approved by the Village, and any public or private utility company, their successors and assigns, include landscaping. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its heirs, successors or assigns; however, damage to, or loss of, such landscaping will not be compensated by the Village and any public or private utility company, their successors and assigns when exercising its rights of inspecting, maintaining or operating said utility line.

2. That the Village and any public or private utility company, their successors and assigns may construct, maintain, operate or repair said utility line within the permanent easement area described above.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the Village and any public or private utility company, their successors and assigns in any of said construction and work.

4. That Grantor for itself and heir heirs, personal representatives, executors and administrators do confirm with the said Village and any public or private utility company, their successors and assigns, that she, the Grantor is well seized in fee of the above-described property and she has the right to grant and convey this easement in the manner and form aforesaid, and that its, heirs, personal representatives, executors and administrators, shall warrant and defend this easement to said Village and any public or private utility company, their successors and assigns against the lawful claims and demands of all persons. This easement is permanent and runs with the land.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on the 25 day of July, 2005.

BARRY R. GOTTSCH INVESTMENTS,
L.L.C., a Nebraska Limited Liability
Company, Grantor

BY 
Member

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STATE OF NEBRASKA)
)ss.
COUNTY OF WASHINGTON)

On the 25 day of July, 2005, before me, a Notary Public, in and for said county, personally came Barry R. Gottsch, Member of Barry R. Gottsch Investments, L.L.C., a Nebraska Limited Liability Company, personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be its voluntary act and deed.



Bonnie Allen
Notary Public

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