

DATE OF INSTRUMENT:

RETURN ADDRESS: City of Gothenburg
 409 9th Street
 Gothenburg, NE 69138

CONTIGUOUS PARCEL AGREEMENT

This agreement is made this _____ day of _____, 20__, by
_____ and _____, husband and wife,
hereinafter jointly referred to as "Owner".

Whereas, Owner is the sole record titleholder, entity or person having any interest in the following described real estate, to-wit:

and,

Whereas, the individually described parcels are contiguous and adjacent to each other;

and,

Whereas, Section 151.070 of the City of Gothenburg Zoning Code provides that an owner of real estate may, if in agreement with the terms and conditions set forth herein, utilize the outside boundary of the entire tract as the lot or boundary line for setback purposes and will be exempt from any prohibition against building across, or any requirement to comply with any set back line with regard to the interior of the entire tract for building purposes.

For and in consideration, the waiver of said setback requirements from and the right to build across the interior lines of the contiguous lots by the City of Gothenburg, the

undersigned hereby irrevocably agree in perpetuity that all the above described real estate shall after the date of this agreement be conveyed only in a simultaneous conveyance to the same grantee or grantees, and that said real estate shall not be conveyed, sold, divided, or otherwise transferred except in conformity with this agreement.

The Owner further hereby agrees that all required sidewalks, if any, will be extended across all parcels referenced in this agreement either at the time of initial construction or within 90 days of this agreement.

The Owner further hereby agrees this agreement may be terminated only upon the express written approval of the City of Gothenburg releasing the Owner from the irrevocable nature of this agreement.

The Owner further warrants and covenants this agreement shall run with the land and shall be binding upon the heirs, personal representatives, successors, and assigns of the Owner.

BY:

Owner

Owner

STATE OF NEBRASKA

) ss

DAWSON COUNTY

The foregoing instrument was acknowledged before me on _____,

20__, by _____ and _____,
husband and wife.

NOTARY PUBLIC

Approved by the City of Gothenburg:

Gary Greer, City Administrator

Date

STATE OF NEBRASKA

) ss

DAWSON COUNTY

The foregoing instrument was acknowledged before me on _____,

20__, by _____.

NOTARY PUBLIC

For a single person rather than " husband and wife" replace language with "a single person"

For a corporation replace with "a corporation" and in the jurat, "was acknowledged before me by _____, president of _____, a corporation, on behalf of the corporation"

For and LLC replace with "a limited liability company" with the jurat change to was acknowledged before me by _____, manager of _____, a limited liability company, on behalf of the company.