

06 OCT 23 AM 7:53

EASEMENT

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

THIS EASEMENT made on 10-12, 2006, between Dana College Owner, hereinafter referred to as "Grantor", and the CITY OF BLAIR, NEBRASKA, hereinafter referred to as "CITY"

WHEREAS, Mayor and City Council have approved a trail system in the City of Blair, Nebraska to be used by the City and the general public.

WHEREAS, Grantor is the owner in fee simple of certain real estate in the City of Blair, Nebraska, upon which City intends to construct a portion of its trail system; and,

WHEREAS, Grantor desires to grant unto City an easement for the purpose of allowing City, at no cost to Grantor, to construct, install, operate, maintain and repair a portion of the trail system along, over and across Grantor's real estate described below.

WHEREAS, City desires to obtain a permanent maintenance easement from Grantor for the purpose of locating, establishing and maintaining a 20.00 feet wide bike trail over real estate owner by Grantor and described above.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Grant of Permanent Easement: Grantor does hereby grant and convey unto City, a perpetual easement, for the purpose of constructing, installing, operating, maintaining and repairing a hard-surfaced trail which is to be used as a portion of the City of Blair Trail System, for use by City and general public, said parcel of real estate more particularly described as follows:

A bike trail easement located on a portion of Tax Lot 425 and Tax Lot 643 in Section 11, Township 18 North, Range 11 East of the 6th P.M., City of Blair, Washington County, Nebraska being more particularly described as follows:


Referring to the northeast corner of Tax Lot 425, thence S 87 55'06" W, 31.46 feet on the north line of Tax Lot 425 to the Point of Beginning; thence S 12 09'58"E, 16.98 feet; thence S 08 31'02" E, 56.28 feet; thence S 17 10'10" E, 29.53 feet; thence S 17 55'17" E, 33.28 feet; thence southerly on a 257.61 feet radius curve to the right, 260.24 feet (Long chord bears S 13 33'33" W, 249.32 feet); thence S 42 30'00" W, 174.60 feet; thence S 15 00'00" W, 127 feet; thence S 28 14'17" W, 96.35 feet; thence S 13 34'31" W, 54.04 feet; thence S 25 46'49" W, 27.74 feet; thence S 53 51'37" W, 34.54 feet; thence S 25 58'47" W, 51.46 feet; thence S 07 00'07" W, 58.99 feet; thence S 20 23'24" W, 55.13 feet; thence S 37 21'32" W, 33.91 feet; thence S 32 50'57" W, 68.78 feet; thence S 35 44'57" W, 39.54 feet; thence S 52 54'27" W, 32.40 feet; to the east line of Tax Lot 643 of said section 11; thence S 30 38'56" W, 20.13 feet on said east line to the north right-of-way line of Twenty-Seventh-Street; thence N 52 54'27" W, 37.68 feet on said right-of-way line; thence N 32 50'57" W, 83.21 feet on said right-of-way line; thence N 37 21'32" E, 31.71 feet; thence N 20 23'24" E, 49.80 feet; thence N 07 00'37" E, 59.98 feet; thence N 25 58'47" E, 59.76 feet; thence N 53 51'37" E, 34.50 feet; thence N 25 46'49" E, 20.60 feet; thence N 13 34' 31" E, 54.47 feet; thence N 28 14'17" E, 96.60 feet; thence N 15 00'00" E, 129.57 feet; thence N 42 30'00" E, 179.49 feet; thence northerly on a 237.61 feet radius curve to the left, 239.60 feet (Long chord bears N 13 36'42" E, 229.58 feet); thence N 17 55'17" W, 32.96 feet; thence N 17 10'10" W, 31.17 feet; thence N 08 31'02" W, 56.74 feet; thence S 87 55'06" W, 83.87 feet; thence N 02 43'54" W, 20.00 feet to the north line of said Tax Lot 425; thence N 87 55'06" E, 100.88 feet on said north line to the point of beginning, containing 0.62 acres more or less.


- 2. Construction and maintenance: The hard-surfaced trail described above shall be constructed, installed and maintained in good repair by City at City's sole cost and expense.
3. Removal of Snow, ect.: Grantors, their heirs, successors and assigns, shall not be required to remove snow, sleet, mud ice or other obstructions from said trail system and furthermore, that the parties hereto agree that any provisions of the Municipal Code of the City of Blair, Nebraska, pertaining to sidewalks and the obligations of landowners in regard to sidewalks, shall not apply to Grantors in regard to the trail system located on the easement described herein.

Recorded
General
Numerical
Photostat
Profect

200604542
STATE OF NEBRASKA COUNTY OF WASHINGTON)88
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 23rd DAY OF October, A.D. 2006
AT 7:53 O'CLOCK A.M. AND RECORDED IN BOOK
448 AT PAGE 501-503
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karol Maden

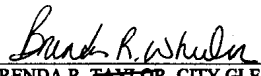
- 4. **Easement to Run with the Land:** This grant of easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns, shall be perpetual in nature.
- 5. **No Obstruction:** The Grantors. Their heirs, successors and assigns shall not use the easement area in any way that will impair or obstruct the rights granted to City for use of the easement for the tail system.
- 6. **Indemnification:** City hereby indemnifies and holds Grantor harmless from liability arising out of the construction, installation, operation, maintenance and repair of the trail system located on the above-described easement, except when due to the Grantor's own negligence.
- 7. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

  
 Grantor  
 Robert Schmoll

  
 Grantor  
 Janet Philipp

CITY OF BALIR, NEBRASKA ATTEST:

By   
 JAMES REALPH, MAYOR

  
 BRENDA R. TAYLOR, CITY CLERK  
 Wheeler

STATE OF NEBRASKA

COUNTY OF WASHINGTON

The above and forgoing Easement was acknowledged before me, a Notary Public, by Robert Schmoll & Janet Philipp this 11<sup>th</sup> of October, 2006, and they acknowledged the execution of the foregoing Easement to be their voluntary act and deed for the purposes therein set forth.



  
 NOTARY PUBLIC

STATE OF NEBRASKA

COUNTY OF WASHINGTON

The above and forgoing Easement was acknowledged before me, a Notary Public, by JAMES REALPH, MAYOR this 16<sup>th</sup> of October, 2006, and he acknowledged the execution of the foregoing Easement to be his voluntary act and deed for the purposes therein set forth.



  
 NOTARY PUBLIC

