

TRACT NO. 14

PROJECT Blair Int. Sewer

LEGAL OWNER Flynn, R.P. & Sons

TRACT DESCRIPTION:

The NW 1/4 of the SW 1/4 of Section 1, T18N, R11E, Washington County, Nebraska, and containing 40.0 Ac.±.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 481
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 5 DAY OF April A.D. 1973
AT 11:42 O'CLOCK A.M. RECORDED IN BOOK
W AT PAGE 562-565
COUNTY CLERK Barbette L. Peterson
DEPUTY

1973 APR - 5 PM 11:42

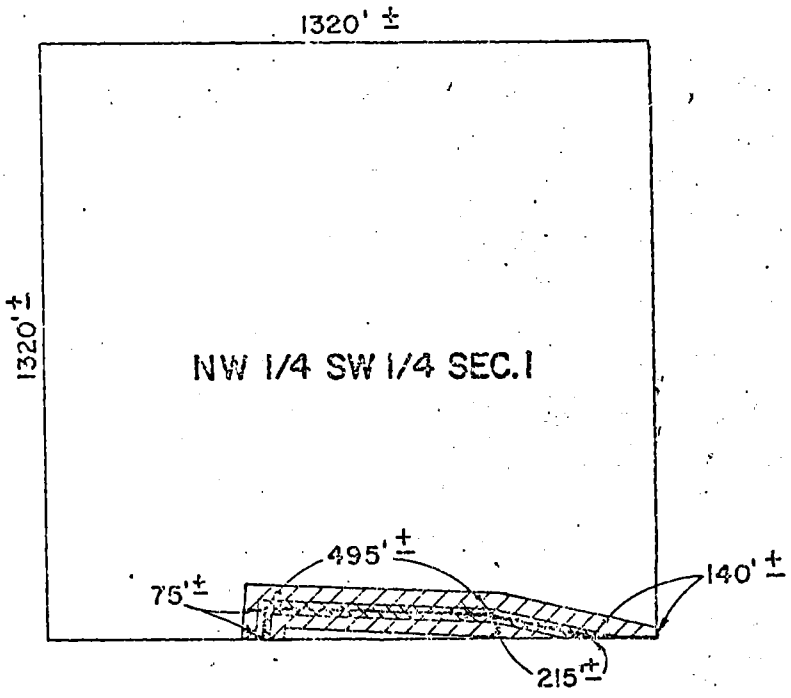
EASEMENT DESCRIPTIONS:

PERMANENT EASEMENT:

5' on both sides of and parallel to a line beginning 140'± west of the SE corner of the above-described tract; thence W-NWLY a distance of 215'±; thence at a deflection angle of 10°30'00" Lt. a distance of 495'±; thence at a deflection angle of 86°00'00" Lt. a distance of 75'± to a point on the south line 854' west of the SE corner of the above-described tract, containing 7,850 sq. ft. 0.18 Ac.



TEMPORARY EASEMENT:

45' on both sides of and parallel to the above-described permanent easement. Containing 70,650 sq. ft. 1.62 Ac.



$785' = 47.58 \text{ rods} @ \frac{1606}{475} = 475.80$

LEGEND

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

SCALE: 1" = 400'

E A S E M E N T

WHEREAS, the City of Blair, Nebraska, is desirous of constructing a sewer interceptor line connecting with the waste water treatment plant to be constructed by said City, and

WHEREAS, the undersigned own real estate through which said interceptor line will be constructed described as the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section One (1), Township Eighteen (18) North, Range Eleven (11), East of the Sixth Principal Meridian in Washington County, Nebraska, and whereas said City is desirous of obtaining a permanent easement through said land for the placement, operation and maintenance of said sewer line and also a temporary easement to construct said sewer line through the land hereinbefore described.

NOW THEREFORE, for valuable consideration, receipt thereof being hereby acknowledged, the undersigned being the owner of the above described tract of real estate does hereby give, grant, sell and convey unto said City of Blair, its successors and assigns, a permanent easement through said real estate hereinbefore described to construct, operate and maintain a sewer line, including the ingress and egress on, over, across and through the real estate described in said easement for all purposes necessary or incident to the exercise of the rights granted herein. Said owner reserves the right to use and enjoy said lands, except as may be necessary for the purposes herein granted to said City and provided that said owner shall not, without prior written consent of the City, construct or permit to be constructed any house, structure, reservoir, pipe line or other obstruction or excavation on, over or within said permanent easement, the description of said permanent easement being as follows:

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O'HANLON & MARTIN
LAWYERS
BLAIR, NEBRASKA

5 feet on both sides of and parallel to a line beginning 140 feet more or less West of the Southeast corner of the above described tract; thence West-Northwesterly a distance of 215 feet more or less; thence at a deflection angle of $10^{\circ}30'00''$ Left a distance of 450 feet more or less; thence at a deflection angle of $80^{\circ}00'00''$ Left a distance of 75 feet more or less to a point on the South line 816 feet West of the Southeast corner of the above described tract, containing 7,400 square feet, or 0.17 acre.

The undersigned further agree to give, grant and convey unto said City of Blair, its successors and assigns, a temporary easement through and real estate hereinbefore described for the purpose of constructing said sewer interceptor line, the description of said temporary easement being as follows:

45 feet on both sides of and parallel to the above described permanent easement, containing 66,600 square feet, or 1.53 acres.

Said temporary easement to be in force and effect only until the completion of the construction of said sewer interceptor line.

The said City of Blair agrees to pay for all damages to growing crops, fences and building on said land which may be caused by the exercise of the rights granted herein.

IN WITNESS WHEREOF, grantors have signed this easement this 19th day of October, 1972.

R. P. FLYNN & SONS' FLYNN FIELEF FARM,
A Partnership consisting of

W. Eugene Flynn
W. Eugene Flynn

Thomas L. Flynn
Thomas L. Flynn

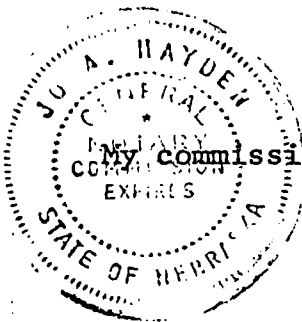
Adrian C. Flynn
Adrian C. Flynn

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 14th day of ^{October} ~~August~~, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said County, personally came W. Eugene Flynn, Thomas L. Flynn and Adrian C. Flynn, sole partners in a partnership known as R. P. Flynn & Sons' Flynn Field Farm, to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Jo A. Hayden
Notary Public



My commission expires May 19, 1975.