

576

TRACT NO. 17 P.S.T. \_\_\_\_\_

PROJECT Blair Int. Sewer

LEGAL OWNER Ryan, Georgia M.

### TRACT DESCRIPTION:

Tax Lot 23

Tax Lot 13 less Tax Lot 22 in the SW $\frac{1}{4}$ , Sec. 2, T18N, R11E, of the 6th P.M., Washington County, Nebraska, and containing 66.48 Ac.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 415.  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 5 DAY OF April A.D. 1973  
 AT 11:43 O'CLOCK A.M. RECORDED IN BOOK  
W AT PAGE 576-579  
 COUNTY CLERK Shirlette & Peterson  
 DEPUTY \_\_\_\_\_

1973 APR -5 AM 11:43

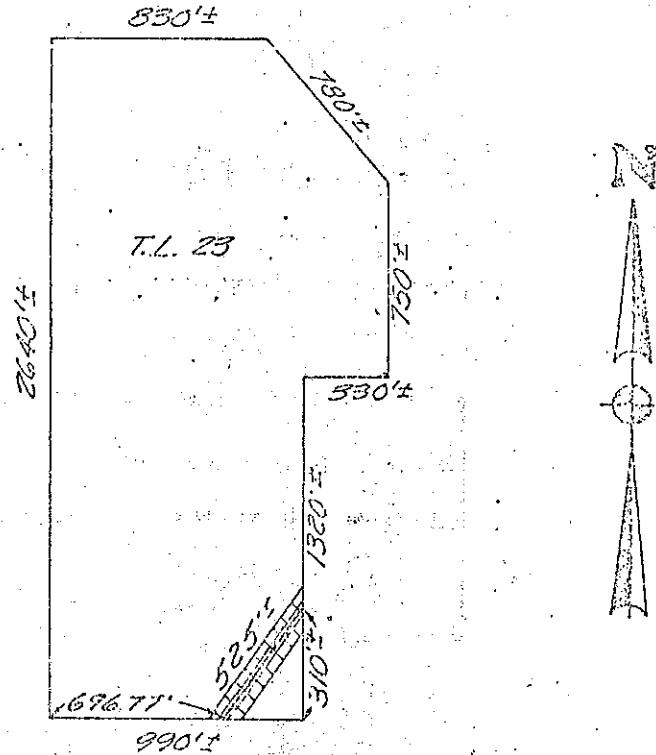
### EASEMENT DESCRIPTIONS:

#### PERMANENT EASEMENT:

5' on both sides of and parallel to a line beginning on the east line 310' north of the SE corner of the above described tract; thence SELY 525' to a point on the south line 696.77' east of the SW corner of said tract. Containing 5250 Sq. Ft.; 0.12 Ac.

#### TEMPORARY EASEMENT:

45' on both sides of and parallel to the above described permanent easement. Containing 46,250 Sq. Ft.; 1.06 Ac.



#### LEGEND

- XXXXX PERMANENT EASEMENT
- XXXXX TEMPORARY EASEMENT

$$525' = 31.818 \text{ rods} @ 10^{\circ} = \# 318 \text{ 16}$$

SCALE: 1" = 600'

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 Tax Lot Twenty-three (23) in Section Two (2), 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:

5 feet on both sides of and parallel to a line beginning on the east line 310 feet more or less North of the Southeast corner of the above described tract; thence Southeasterly 525 feet more or less to a point on the south line 696.77 feet East of the Southwest corner of said tract, containing 5,250 square feet, or 0.12 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 46,250 square feet, or 1.06 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 10<sup>th</sup> day of <sup>October</sup> ~~August~~, 1972.

Georgia Mardelle Ryan  
Georgia Mardelle Ryan

Kelly P. Ryan  
Kelly P. Ryan

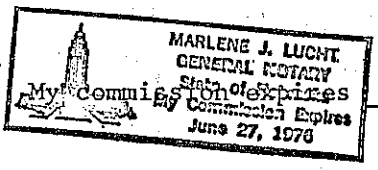
STATE OF NEBRASKA )  
 )  
COUNTY OF WASHINGTON )

:ss:

On this 10<sup>th</sup> day of October, 1972, before me, the undersigned  
a Notary Public, duly commissioned and qualified for in said County,  
personally came Georgia Mardelle Ryan and Kelly P. Ryan, wife and  
husband,  
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.

Marlene J. Lucht  
Notary Public



\_\_\_\_\_, 19\_\_\_\_.