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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT AGREEMENT ("Easement Agreement") is executed this 14th day of May, 1996, by and between Blue One Limited Partnership, a Nebraska limited partnership ("Blue One") and Rodney Kush and Kathleen Kush ("Kush").

WITNESSETH:

WHEREAS, Blue One is the owner of the property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein ("Blue One Property");

WHEREAS, Kush is the owner of the property more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("Kush Property");

WHEREAS, Blue One wishes to grant and Kush wishes to receive a sewer easement over, upon and across that portion of the Blue One Property generally depicted and more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein ("Easement Premises").

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Grant of Easement by Blue One. Blue One hereby grants to Kush, as an easement appurtenant to the Kush Property, a perpetual, non-exclusive underground sewer line easement under and across the Easement Premises.

2. Scope of Sewer Easement. The easement herein granted shall only be used by Kush to construct, lay, install, operate, inspect, maintain, repair, replace and/or remove, from time to time, subject to the provisions of this Easement Agreement, an underground sewer. In no event shall any apparatus associated with the sewer easement be located upon the surface of the Easement Premises without first obtaining the prior written approval of Blue One, which consent may be withheld by Blue One in its sole and absolute discretion. The owner of that portion of the Blue One Property on which the Easement Premises are located shall have the right to construct and maintain, repair and remove improvements on the Easement Premises, including but not limited to permanent building structures. All such improvements shall be constructed at the risk of the owner of the Easement Premises and the owner of the Kush Property shall not be responsible for any damages to the improvements so constructed on the Easement Premises, as a result of any maintenance, repair or replacement required on the sewer line located in the Easement Premises by the owner of the Kush Property.

3. Reservation of Rights to Use Easement Premises. Blue One retains the right to use:
 - a. the surface of the Easement Premises; and
 - b. to the extent that the use is not incompatible with Kush's use, the subsurface area of the Easement Premises in such manner as Blue One shall deem proper. Blue One specifically reserves the right to allow other utility lines to be installed under, across and within the Easement Premises, provided those utility lines do not materially interfere with Kush's use of the Easement Premises.
4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon, and inure to the benefit of the heirs, assigns and successors of the parties hereto.
5. Construction. The rule of strict construction does not apply to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the parties to a commercially usable right of enjoyment on the part of the Grantees is carried out.
6. Eminent Domain. In the event that any part of the Easement Premises shall be taken by eminent domain or any other similar legal authorization, so much of the award as represents payment therefore shall be paid to the owner of the burdened property and no portion of the award shall be claimed by the owner of the benefitted property.
7. Mortgages Subordinate. Any mortgage now or hereafter placed upon the Easement Premises shall, at all times, be subject and subordinate to the terms of this Easement Agreement and any party foreclosing any such mortgage shall acquire title to the foreclosed premises subject to the terms of this Easement Agreement.
8. Term: Non-exclusive. The easement herein granted and established shall be perpetual and non-exclusive.
9. Waiver. No delay or omission on the part of any party hereto in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at anytime during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms or conditions of this Easement Agreement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Easement Agreement. No breach, whether or not material, of any of the obligations imposed upon any party hereunder shall entitle any other party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect, in any other manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

10. Notice. The address for Blue One is: P.O. Box 37308, Omaha, NE 68137, Attention: Clarence Werner. The address for Kush is: 10904 Highway 6, Gretna, NE 68028. Either party may give written notice of change of address to the other. All notices shall be sent by U.S. mail, certified, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the U.S. mail.

11. Non-merger. Ownership by one party of both the Kush Property and that portion of the Blue One Property on which the Easement Premises is located shall not result in a cancellation or termination of the easements hereby created through merger or otherwise, unless specifically terminated in writing by an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

12. Miscellaneous.

- a. If any provision or portion of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; and shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and the provisions of this Easement Agreement shall be valid and enforceable to the full extent permitted by law.
- b. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
- c. The paragraph headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement, or any part thereof.

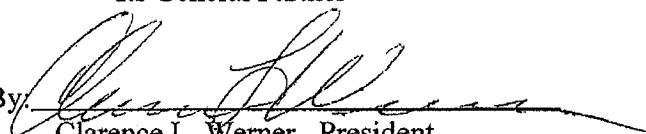
13. Release of Easement. Either party, as grantee herein, may terminate the beneficial interest of this Easement Agreement with respect to its property by recording a release of this easement in recordable form in the Register of Deeds Office of Douglas County, Nebraska.

IN WITNESS WHEREOF, the said parties have executed this Easement Agreement on the day and year first written above.

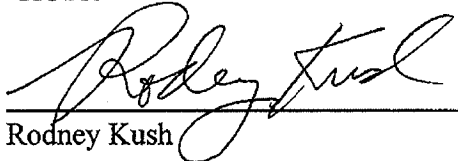
“BLUE ONE”


BLUE ONE LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Werner Investments, Inc., a Nebraska corporation
Its General Partner

By: 
Clarence L. Werner, President

“KUSH”

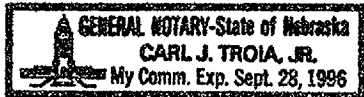

Rodney Kush


Kathleen Kush

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared Rodney Kush, to me, known to be the identical person whose name is affixed to the above Easement Agreement and acknowledged the same thereof to be his voluntary act and deed.

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



Carl J. Troia, Jr.

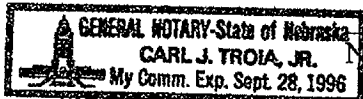
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared Kathleen Kush, to me, known to be the identical person whose name is affixed to the above Easement Agreement and acknowledged the same thereof to be her voluntary act and deed.

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



Carl J. Troia, Jr.

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
SARPY) ss.
COUNTY OF DOUGLASS)

On this 13th day of May, 1996, before me, the undersigned, a Notary Public, in and for said county and state personally appeared Clarence L. Werner, President of Werner Investments, Inc., to me, known to be the identical person whose name is affixed as to the above Easement Agreement and acknowledged the same thereof to be his voluntary act and deed and the voluntary act and deed of the corporation.

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



Sheila L. Lenagh

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

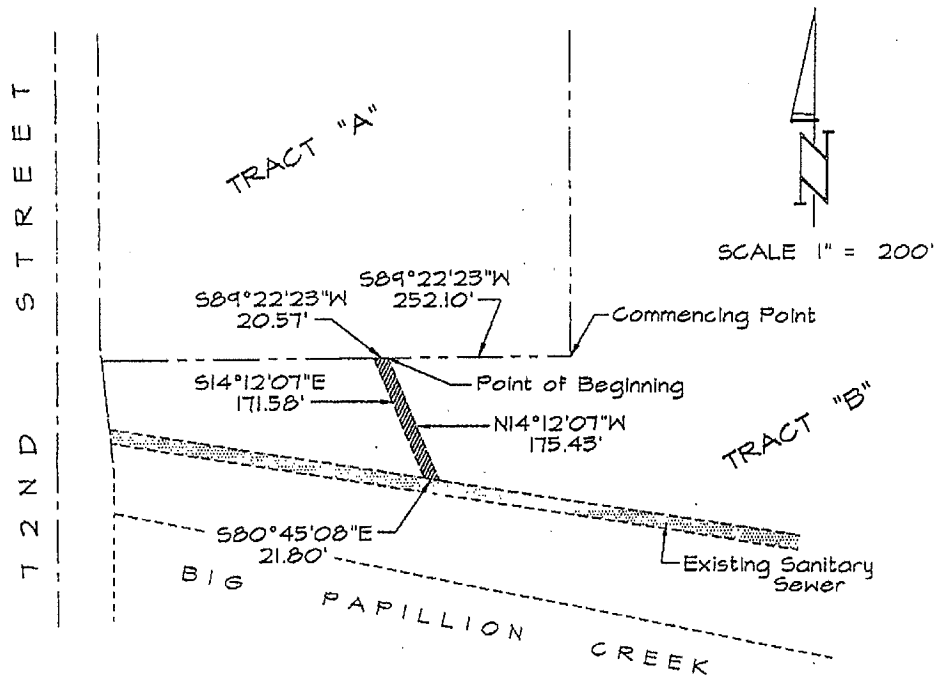
NW SW

Part of Tract "B" of an administratively approved subdivision as surveyed, platted and recorded in Misc. Book 969 at Page 188, lying within the West ½ of the SW ¼ of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the SW corner of said Tract "B" said point being on the north right of way line of the Big Papillion Creek and on the east right of way line of 72nd Street; thence N00°37'37" W (assumed bearing) 58.59 feet on the west line of said Tract "B"; thence N06°51'12" W 23.64 feet on the west line of said Tract "B" to the point of beginning said point being the NW corner of a portion of said Tract "B" condemned by the Papio Missouri River Natural Resources District and hereinafter called NRD Tract; thence continuing N06°51'12" W 137.45 feet on the west line of said Tract "B" to the SW corner of Tract "A" of said administratively approved subdivision; thence N89°22'23" E 644.37 feet on the south line of said Tract "A" to the SE corner thereof; thence N00°33'25" W 565.00 feet on the east line of said Tract "A" to the NE corner thereof; thence S89°22'23" W 558.00 feet on the north line of said Tract "A" to the NW corner thereof; thence S10°32'17" W 178.64 feet on the westerly line of said Tract "A"; thence S89°22'23" W 55.00 feet on the westerly line of said Tract "A"; thence N00°37'37" W 15.82 feet on the westerly line of said Tract "B"; thence S89°22'23" W 10.00 feet on the westerly line of said Tract "B"; thence N00°37'37" W 337.78 feet on the westerly line of said Tract "B"; thence N11°23'04" E 33.64 feet on the westerly line of said Tract "B"; thence N21°48'15" E 182.91 feet on the westerly line of said Tract "B" to the NW corner thereof; thence N89°50'03" E 337.86 feet on the northerly line of said Tract "B"; N87°35'30" E 255.54 feet on the northerly line of said Tract "B"; thence S00°33'25" E 311.01 feet on the northerly line of said Tract "B"; thence N89°50'03" E 600.01 feet on the northerly line of said Tract "B" to the NE corner thereof; thence S00°33'25" E 1073.87 feet on the east line of said Tract "B" and on the east line of the west ½ of the SW ¼ of said Section 1 to the NE corner of said NRD Tract; thence N76°55'33" W 1277.27 feet on the north line of said NRD Tract to the point of beginning.

EXHIBIT "B"

Tract "A" of an administratively approved subdivision as surveyed, platted and recorded in Misc. Book 969 at Page 188, lying within the West ½ of the SW ¼ of Section 1, T14N, R12E of the 6th P.M., Douglas County, Nebraska.

EXHIBIT C



LEGAL DESCRIPTION

THAT PART OF TRACT "B" OF AN ADMINISTRATIVELY APPROVED SUBDIVISION RECORDED IN MISC. BOOK 969 AT PAGE 188 LYING WITHIN THE WEST 1/2 OF THE SW 1/4 OF SECTION 1, T14N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF TRACT "A" OF SAID ADMINISTRATIVELY APPROVED SUBDIVISION; THENCE S89°22'23"W (ASSUMED BEARING) 252.10 FEET ON THE SOUTH LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING; THENCE CONTINUING S89°22'23"W 20.57 FEET ON THE SOUTH LINE OF SAID TRACT "A"; THENCE S14°12'07"E 171.58 FEET TO THE NORTHERLY LINE OF AN EXISTING SANITARY SEWER EASEMENT DESCRIBED IN "REPORT OF APPRAISERS" RECORDED IN BOOK 647 AT PAGE 617 OF THE DOUGLAS COUNTY RECORDS; THENCE S80°45'08"E 21.80 FEET ON THE NORTHERLY LINE OF SAID EASEMENT; THENCE N14°12'07"W 175.43 FEET TO THE POINT OF BEGINNING.

NW SW