

GAINES, MULLEN, PANSING &  
HOGAN  
10050 REGENCY CIRCLE, SUITE 200  
OMAHA, NEBRASKA 68114



~~2007~~  
**RECEIVED**  
JUN 22 4 14 PM '95  
GEORGE J. ...  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: N/A

*A Fleet*  
*Dust 10 + 12*

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT ROBERT CHARLES LUIKART and GEORGIANA LUIKART, as joint tenants with right of survivorship, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 384 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate sanitary sewers and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the CITY. The GRANTOR may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors and assigns.
2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
4. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction work.
5. That said GRANTOR for themselves, their heirs, devisees, personal representatives, successors and assigns, does confirm with the said CITY and its assigns, and that they, the GRANTOR is well seized in fee of the above-described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they and their heirs, devisees, personal representatives, successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
6. That said easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

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FEE 1550  
LST 1/11/95

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set their hands this 6<sup>th</sup> day of June, 1995.

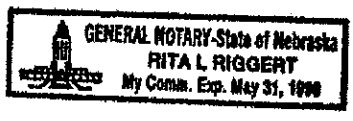
Robert Charles Luikart  
ROBERT CHARLES LUIKART

Georgiana Luikart  
GEORGIANA LUIKART

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of June, 1995, before me, the undersigned, a Notary Public in and for said County, personally came ROBERT CHARLES LUIKART, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Rita L. Riggert  
Notary Public

My commission expires: May 31, 1998

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of June, 1995, before me, the undersigned, a Notary Public in and for said County, personally came GEORGIANA LUIKART, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Rita L. Riggert  
Notary Public

My commission expires: May 31, 1998

# EXHIBIT A

## LEGAL DESCRIPTION

*sw 1/4 se 1/4*

### PERMANENT EASEMENT

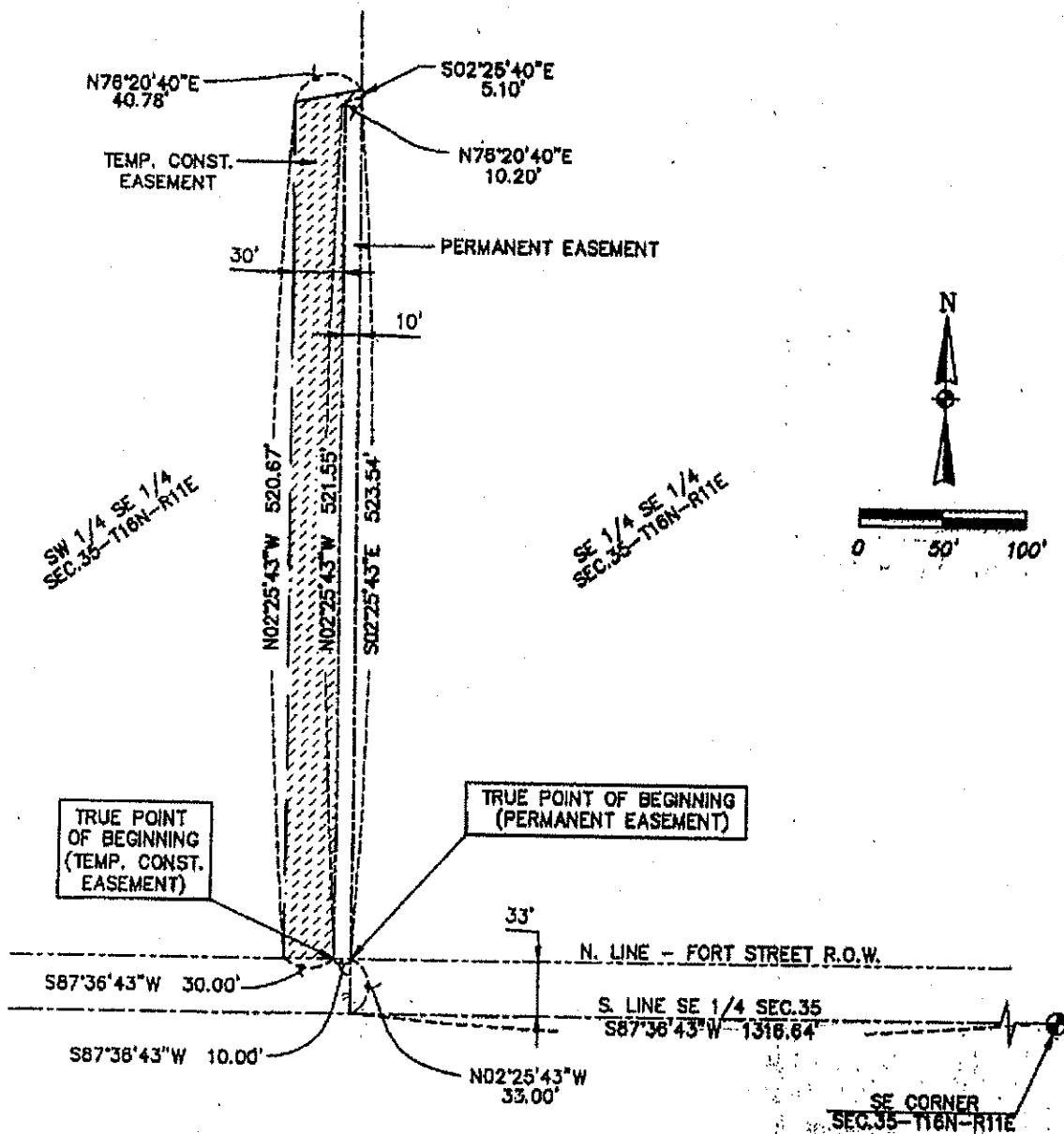
A TRACT OF LAND LOCATED IN THE SE 1/4 OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 35, THENCE S87°36'43"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 35, 1316.64 FEET TO THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 35; THENCE N02°25'43"W ALONG SAID LINE, 33.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTH R.O.W. LINE OF FORT STREET; THENCE S87°36'43"W ALONG SAID R.O.W. LINE, 10.00 FEET; THENCE N02°25'43"W, 521.55 FEET; THENCE N78°20'40"E, 10.20 FEET TO THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 35; THENCE S02°25'43"E ALONG SAID LINE, 523.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,223 S.F.), MORE OR LESS.

### TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 35, THENCE S87°36'43"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 35, 1316.64 FEET TO THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 35; THENCE N02°25'43"W ALONG SAID LINE, 33.00 FEET TO THE NORTH R.O.W. LINE OF FORT STREET; THENCE S87°36'43"W ALONG SAID R.O.W. LINE, 10.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID R.O.W. LINE, 30.00 FEET; THENCE N02°25'43"W, 520.67 FEET; THENCE N78°20'40"E, 40.78 FEET TO THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 35; THENCE S02°25'43"E ALONG SAID LINE 5.10 FEET; THENCE S78°20'40"W, 10.20 FEET; THENCE S02°25'43"E, 521.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.36 ACRES (15,754 S.F.), MORE OR LESS.



FEBRUARY 1995 (L) 1699 SURVEYING  
 J.M. SHERMAN  
 SURVEYING

SHEET 1-1	<b>STANDING BEAR INTERCEPTOR SEWER</b>	EASEMENTS ROBERT C. LUKART, ET AL SW 1/4 SE 1/4 SEC. 35-T16N-R11E OMAHA NEBRASKA	<b>KIRKHAM MICHAEL AND ASSOCIATES</b>
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THIS DRAWING MAY NOT BE REPRODUCED IN ANY MANNER, EITHER IN WHOLE OR IN PART, WITHOUT WRITTEN PERMISSION OF KIRKHAM, MICHAEL AND ASSOCIATES.