

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT NUNCIO C. CANIGLIA, a/k/a/ ELI NUNCIO CHARLES CANIGLIA hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of --Two Thousand One Hundred Fifty-seven and 75/100--Dollars (\$ 2,157.75 ) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Sanitary Outfall Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:  
A 7.5 foot wide Permanent Easement in the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:  
Commencing at the Southwest corner of said Section 24; thence N.90°00'00" East (Assumed Bearing) along the South line of the Southwest 1/4 of said Section 24, a distance of 688.05 feet; thence N.00°00'00" East, a distance of 33.00 feet to the intersection of the North right-of-way line of Pacific Street and the easterly right-of-way line of Little Papillion Creek Channel; thence N.37°50'54" West along the easterly right-of-way line of Little Papillion Creek Channel, a distance of 156.95 feet to the Point of Beginning; thence N.37°50'54" West along said easterly right-of-way line of Little Papillion Creek Channel, a distance of 109.56 feet; thence N.90°00'00" East, a distance of 9.50 feet; thence S.37°50'54" East, a distance of 109.56 feet; thence S.90°00'00" West, a distance of 9.50 feet to the Point of Beginning.

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 or operating 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 buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their 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, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That 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 and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, 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.
5. That said easement is granted upon the condition that the CITY will 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.
6. That this instrument contains the entire agreement of the parties; that there are no other 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 any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

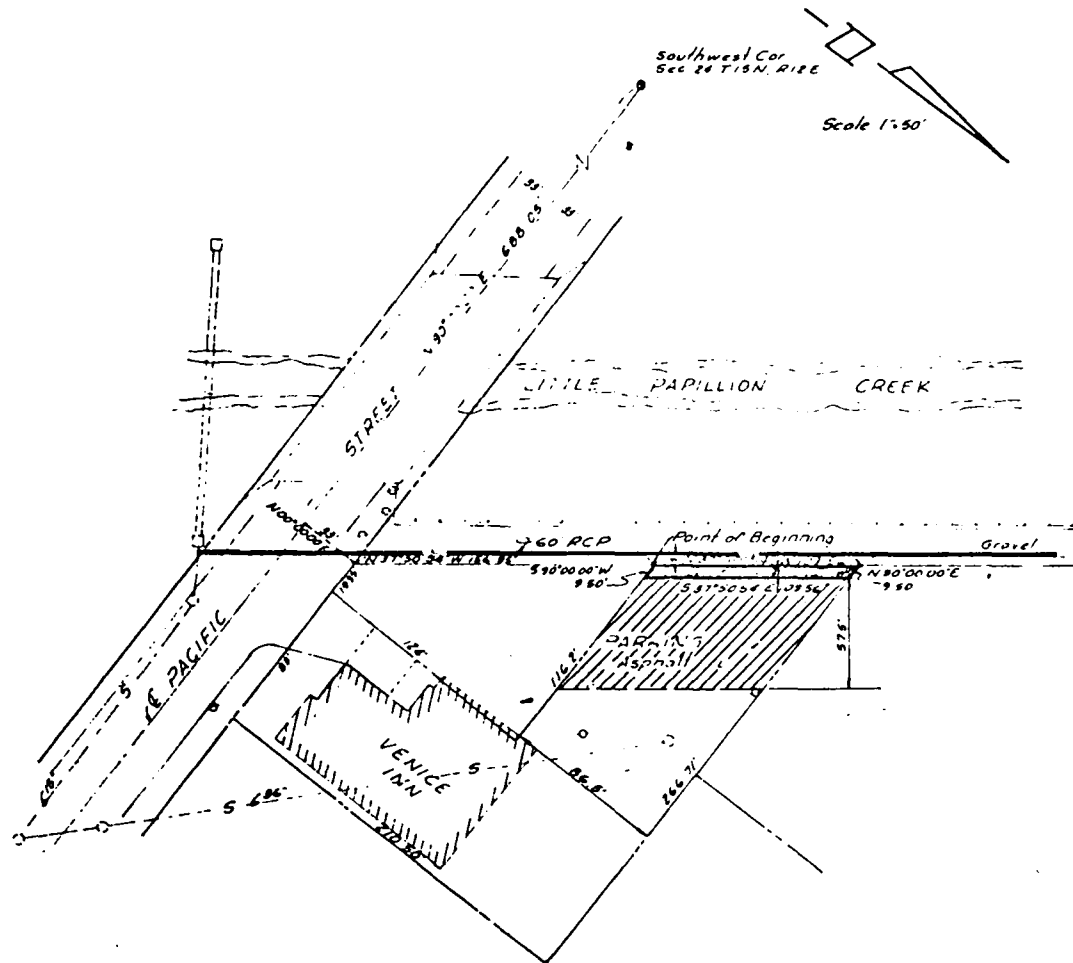
IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 8th day of March A.D., 1978.

Nuncio C. Caniglia

Name of Corporation  
Corporate Seal By \_\_\_\_\_ President  
Attest \_\_\_\_\_ Secretary

(Acknowledged on reverse side hereof)





**NOTE:**

1. Trees and bushes in the easement area shall be removed by the contractor if necessitated by construction.
2. Seeding shall be applied to all unsurfaced areas disturbed by the contractor.

SW 1/4, 24-15-12

## EXHIBIT "A"

### RIGHT OF WAY TRACT PLAT

LEGAL DESCRIPTION:

The North 86.5 feet of the South 243.5 feet of the West 790.4 feet being East of Little Papillion Creek Channel right-of-way; and, the North 124 feet of the South 157 feet of the East 83 feet of the West 790.4 feet, all in the SW 1/4 of the SW 1/4 of Section 24, T15N, R12E of the 6th P.M., Douglas County, Nebraska.

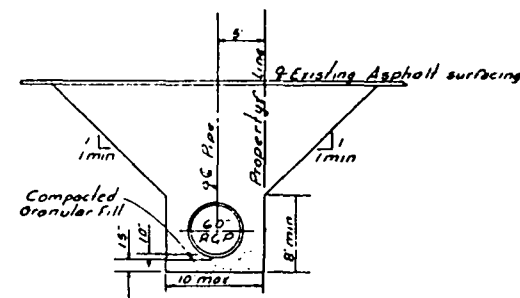
PERMANENT EASEMENT:

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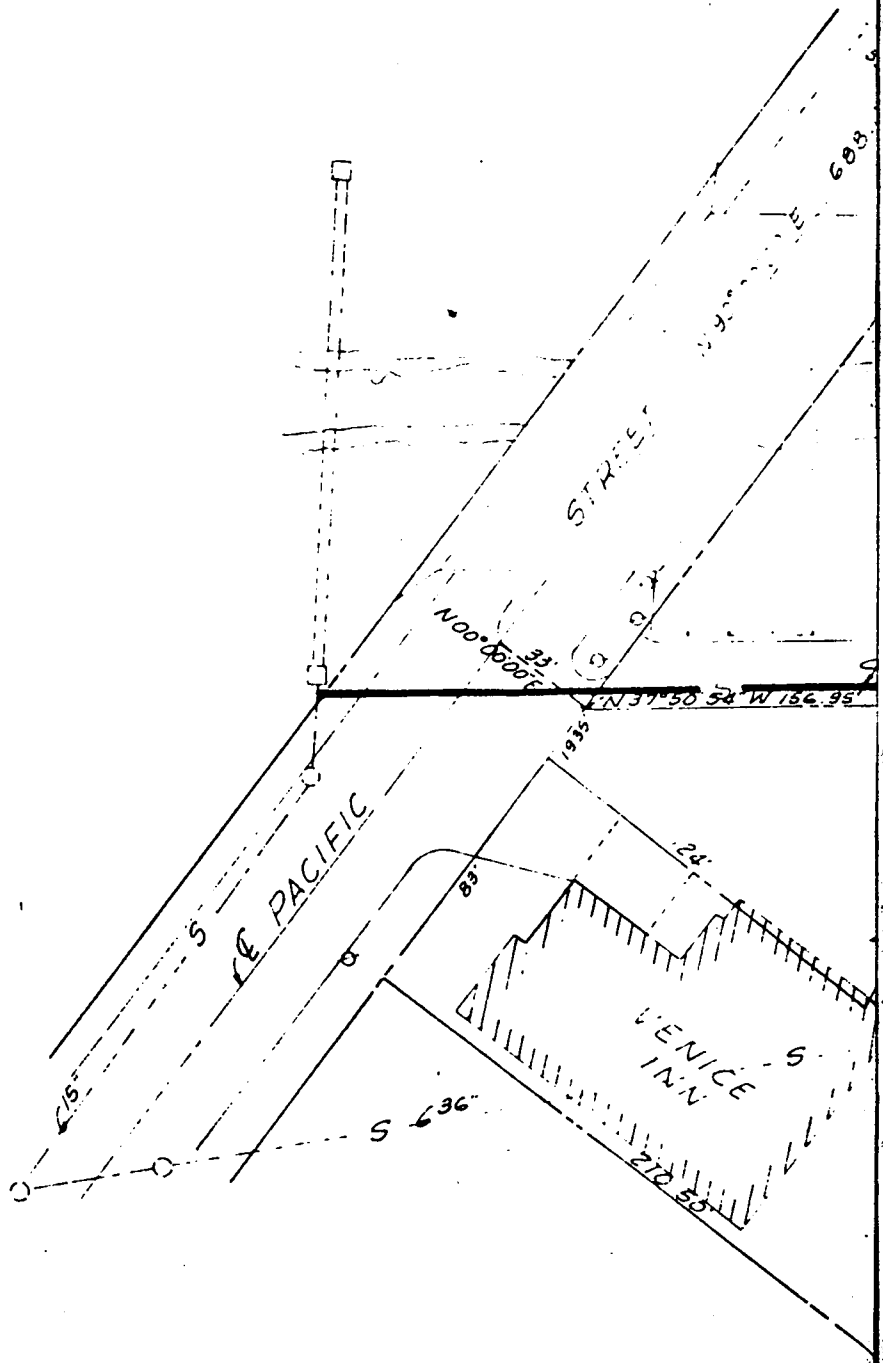
Commencing at the Southwest corner of said Section 24; thence N90°00'00"E (assumed bearing) along the south line of the SW 1/4 of said Section 24, a distance of 688.05 feet; thence N00°00'00"E, a distance of 33.00 feet to the intersection of the north right-of-way line of Pacific Street and the easterly right-of-way line of Little Papillion Creek Channel; thence N37°50'54"W along the easterly right-of-way line of Little Papillion Creek Channel, a distance of 156.95 feet to the Point of Beginning; thence N37°50'54"W along said easterly right-of-way line of Little Papillion Creek Channel, a distance of 109.56 feet; thence N90°00'00"E, a distance of 9.50 feet; thence S37°50'54"E, a distance of 109.56 feet; thence S90°00'00"W, a distance of 9.50 feet to the Point of Beginning.

TEMPORARY EASEMENT:

The Northeasterly 37.5 feet of the Southwesterly 65 feet of the North 86.5 feet of the South 243.5 feet of the West 790.4 feet being northeasterly of the easterly right-of-way line of Little Papillion Creek Channel in the SW 1/4 of the SW 1/4 of Section 24, T15N, R12 E of the 6th P.M., Douglas County, Nebraska.



CITY of OMAHA, NEBRASKA	ELLIOTT & BLACK	
Benson-Westside Interceptor Sewer Little Papillion - DuPont to Dodge	8801 West Center Road Omaha, Nebraska 68124	
Permanent Easement .822 SF 0.019 Acre	Temporary Construction Easement .6150 SF 0.141 Acre	
Owner Nuncio C Coniglio Address 6920 Pacific Street Omaha, Nebraska 68106	City Project No. 505 3609 Tract No 7 Date 12-6-72 Sheet 1 of 1	



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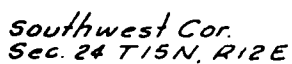
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C. HAROLD ISLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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Scale: 1" = 50'

TITLE PAWLLION CREEK



Point of Beginning

Grovel

590°00'00"W

6 N 37° 50' 54" W 109.56

1190°00'00"E

9.50'-

1532°50'4"E 10850

950

PARRING  
Asphalt

16/

57.5'

86.5

266-1

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EXHIBIT "A"

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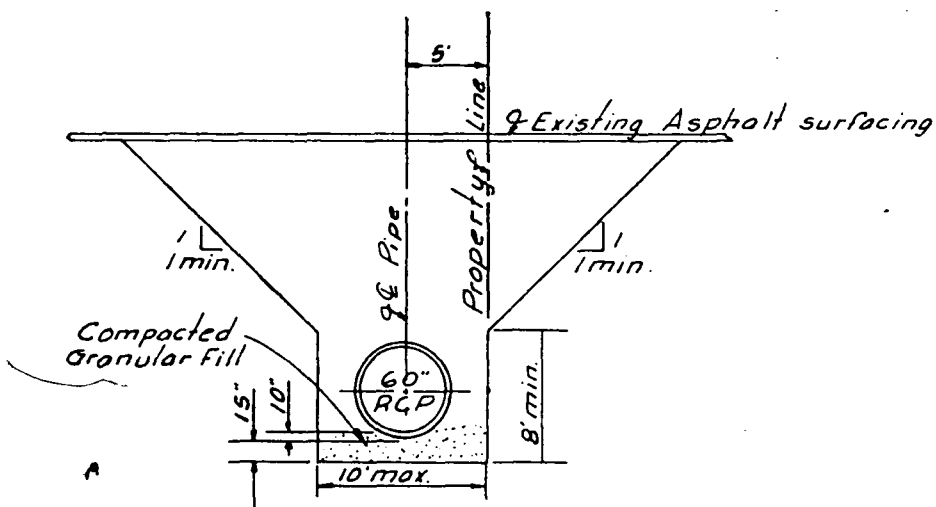
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CITY of OMAHA, NEBRASKA

Benson - Westside Interceptor Sewer  
Little Papillion - DuPont to Dodge

ELLIOTT & BLACK

8801 West Center Road  
Omaha, Nebraska 68124



Permanent Easement 822 SF  
0.019 Acre

Temporary Construction Easement 6250 SF  
0.143 Acre

Owner: Nuncio C. Coniglia  
Address: 6920 Pacific Street  
Omaha, Nebraska 68106

City Project No. S.O.S. 3609  
Tract No. 7  
Date 12-6-72, Sheet 1 of 1

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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