

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT NUNCIO C. CANIGLIA
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of
-----Three Thousand Eighty-nine and 63/100-----Dollars (\$ 3,089.63)
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 Sewer,
and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

1. 7.5 foot wide Permanent Easement in the Southwest 1/4 of the Southwest 1/4 of Section 24, Town-
ship 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 Point of Beginning at 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; thence N.90°00'00" East, a distance of 9.50 feet; thence
S.37°50'54" East, a distance of 156.95 feet to the North right-of-way line of Pacific Street; thence
S.90°00'00" West along the North right-of-way line of Pacific Street, 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 con-
struction 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 ad-
ministrators, 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)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 8th day of March, 1978, before me a Notary Public,
in and for said County, personally came the aboved named:

Erwin A. Hieber

who is (are) personally known to me to be the identical person(s) whose name(s)
is (are) affixed to the above instrument and acknowledged the instrument to be
his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

ERWIN A. HIEBER
GENERAL NOTARY
STATE OF NEBRASKA
My Commission Exp. Sept. 17, 1979

Notary Public

My Commission expires

Sept 17th 1979

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this _____ day of _____, 19____, before me, the
undersigned, a Notary Public in and for said County, personally came

President of _____

a _____

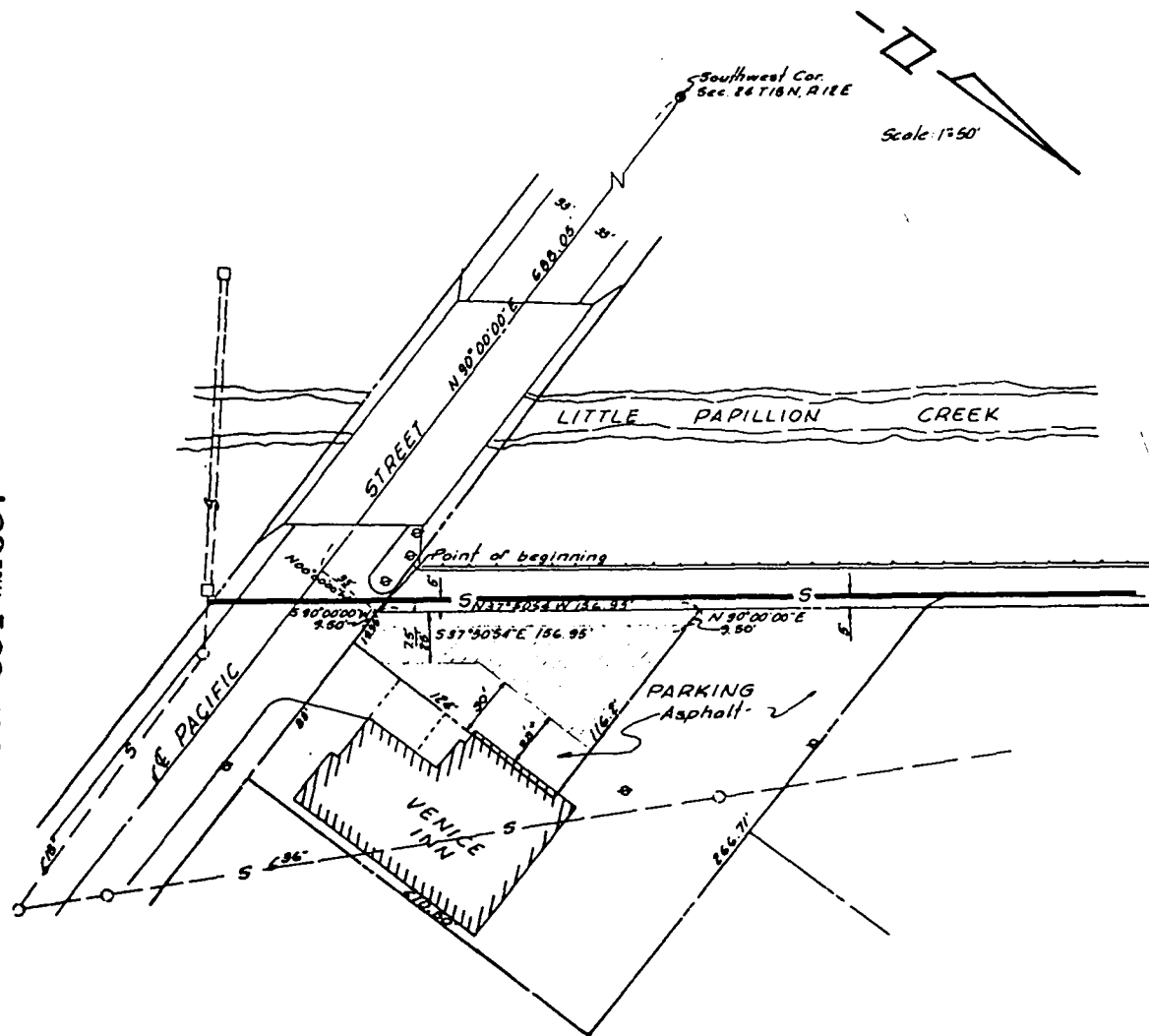
Corporation,

and _____, Secretary of said Corporation, to me
personally known to be the President and Secretary respectively of said Corporation
and the identical persons whose names are affixed to the foregoing instrument, and
acknowledged the execution thereof to be their respective voluntary act and deed as
such officers and the voluntary act and deed of said Corporation, and the Corporate
Seal of said Corporation to be thereto affixed by its authority.

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

Notary Public

My Commission expires _____



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 124 feet of the South 157 feet of the West 707.4 feet being east of Little Papillion Creek Channel right-of-way 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:

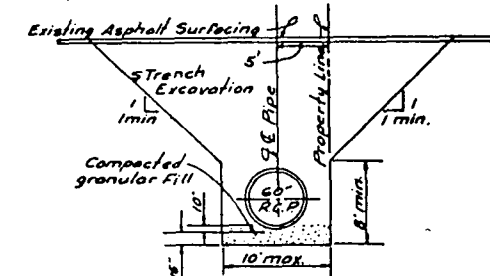
A 7.5 foot wide Permanent Easement in the SW 1/4 of the SW 1/4 of Section 24, T15N, R12E of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

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 Point of Beginning at 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; thence N90°00'00"E, a distance of 9.50 feet; thence S37°50'54"E, a distance of 156.95 feet to the north right-of-way line of Pacific Street; thence S90°00'00"W along the north right-of-way line of Pacific Street, a distance of 9.50 feet to the Point of Beginning.

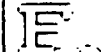


TEMPORARY CONSTRUCTION EASEMENT:

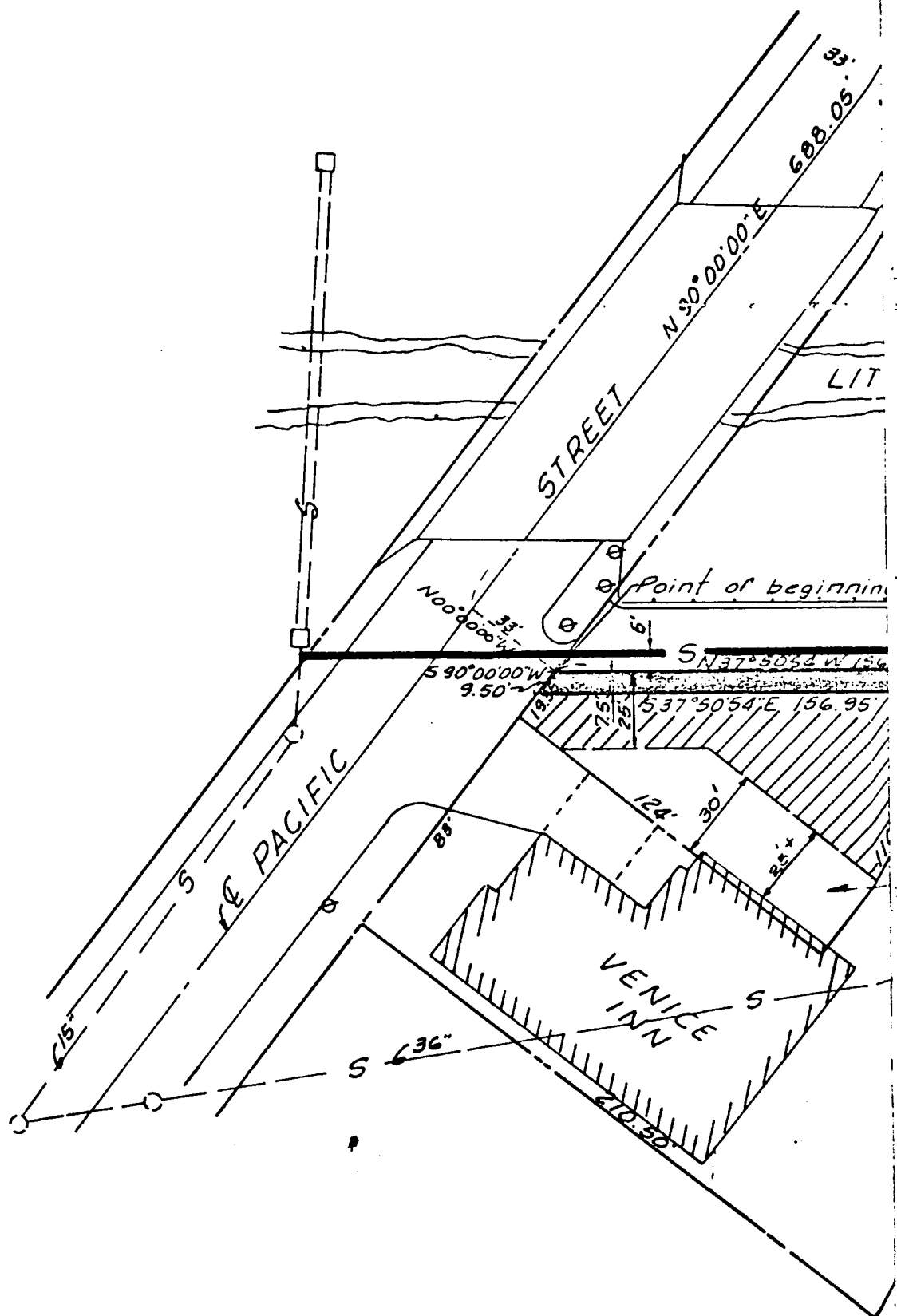
All of the following described tract of land located in the north 124 feet of the south 157 feet of the north 707.40 feet and lying east and adjacent to the east right of way line of the Little Papillion Creek channel, excepting that part taken for Permanent easement (West 7.5 feet) and excepting a portion of land located on the east formed by two intersecting lines:

- Line 1 being a line 30 feet west of and parallel to the east property line of said tract of land.
- Line 2 being a line 25 feet east of and parallel to the east right of way line of the Little Papillion Creek channel.



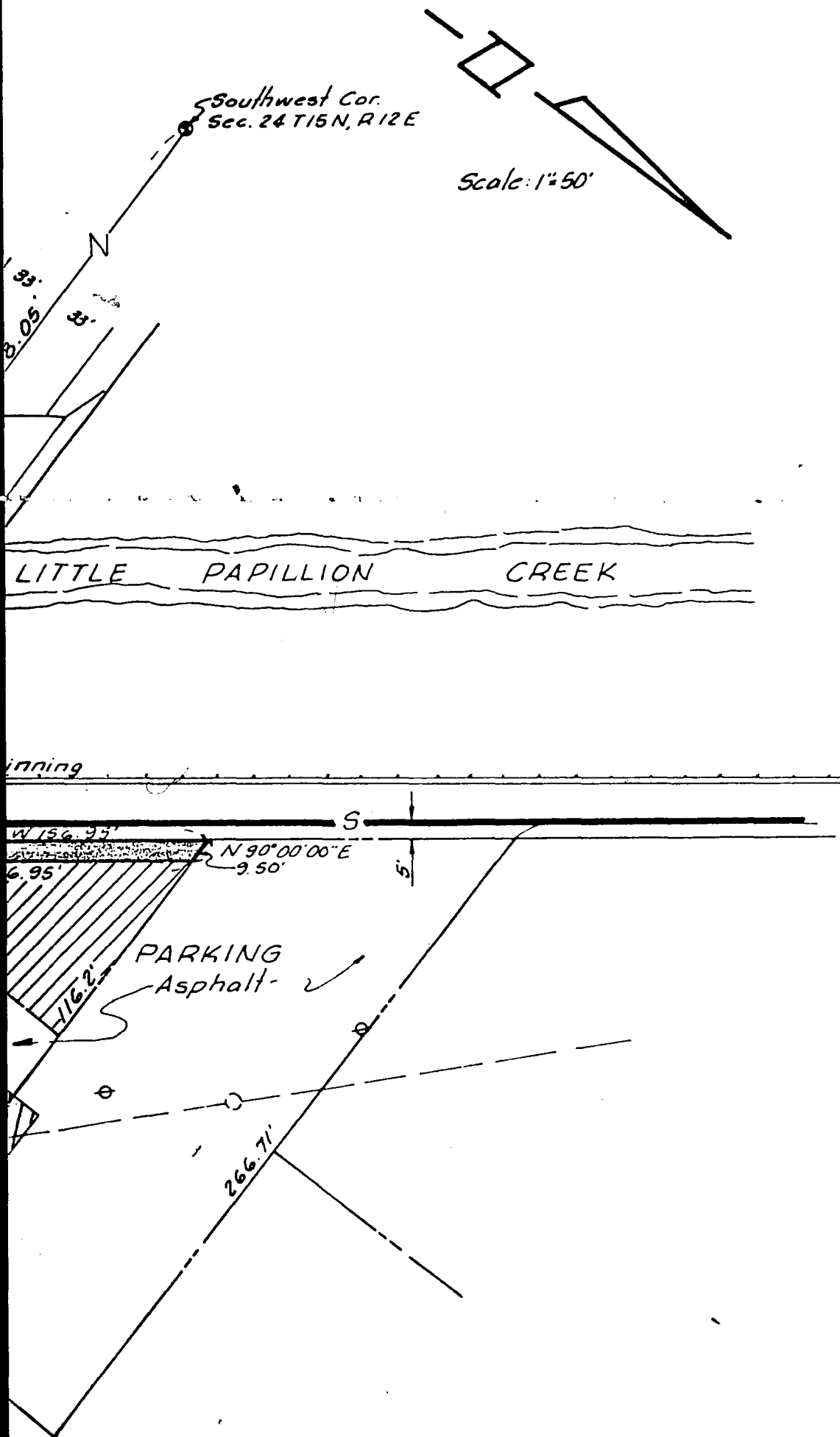
TYPICAL CROSS SECTION

<i>CITY of OMAHA, NEBRASKA</i> <i>Benson-Westside Interceptor Sewer</i> <i>Little Papillion - DuPont to Dodge</i>	<i>ELLIOTT & BLACK</i> <i>8801 West Center Road</i> <i>Omaha, Nebraska 68124</i>	
 <i>Permanent Easement 4.77 SF</i> <i>0.027 Acre</i>	 <i>Temporary Construc-</i> <i>4.633 SF</i> <i>tion Easement 0.106 Acre</i>	
<i>Owner Nuncio G. Coniglia</i>	<i>City Project No. 505.3609</i> <i>Tract No 8</i>	
<i>Address 6320 Pacific Street</i> <i>Omaha, Nebraska 68106</i>	<i>Date 12-6-72 Sheet 1 of 1</i>	



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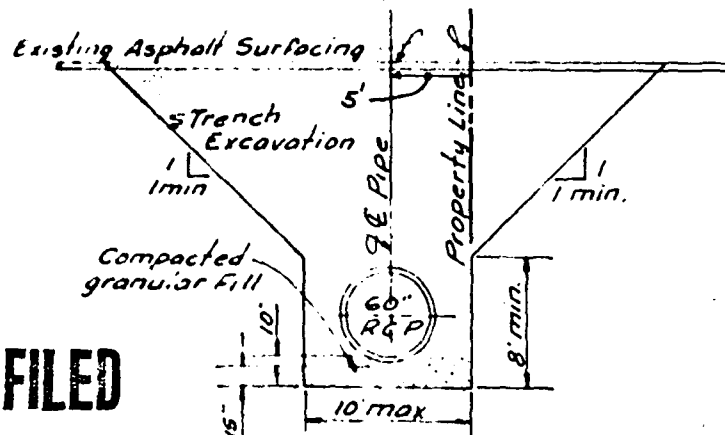
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TYPICAL CROSS SECTION

POOR INSTRUMENT FILED

<p>CITY of OMAHA, NEBRASKA</p> <p>Benson-Westside Interceptor Sewer</p> <p>Little Papillion - DuPont to Dodge</p>	<p>ELLIOTT & BLACK</p> <p>8801 West Center Road</p> <p>Omaha, Nebraska 68124</p>
<p>Permanent Easement 122 SF</p> <p>0.027 Acre</p>	<p>Temporary Construction Easement 4.35 SF</p> <p>0.001 Acre</p>
<p>Owner Nuncio C. Coniglio</p> <p>Address 6920 Pacific Street</p> <p>Omaha, Nebraska 68106</p>	<p>City Project No. 505 3604</p> <p>Tract No. 8</p> <p>Date 12-6-72 Sheet 1 of 1</p>

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