

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Donald M. and Mary F. Fucinaro hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollars (\$ 1.00) 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 Storm Sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

(See Attached Sheets) Exhibit "A"

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 6th day of November A.D., 19 80.

Donald M Fucinaro
Mary F Fucinaro

Name of Corporation

Corporate Seal By President
Attest Secretary

(Acknowledged on reverse side hereof)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 6th day of Nov, 19 80, before me a Notary Public,
in and for said County, personally came the aboved named:

DOUGLAS M. & MARY E. FURNARD

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.

Thomas J. Hester
Notary Public



My Commission expires 6-9-83

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

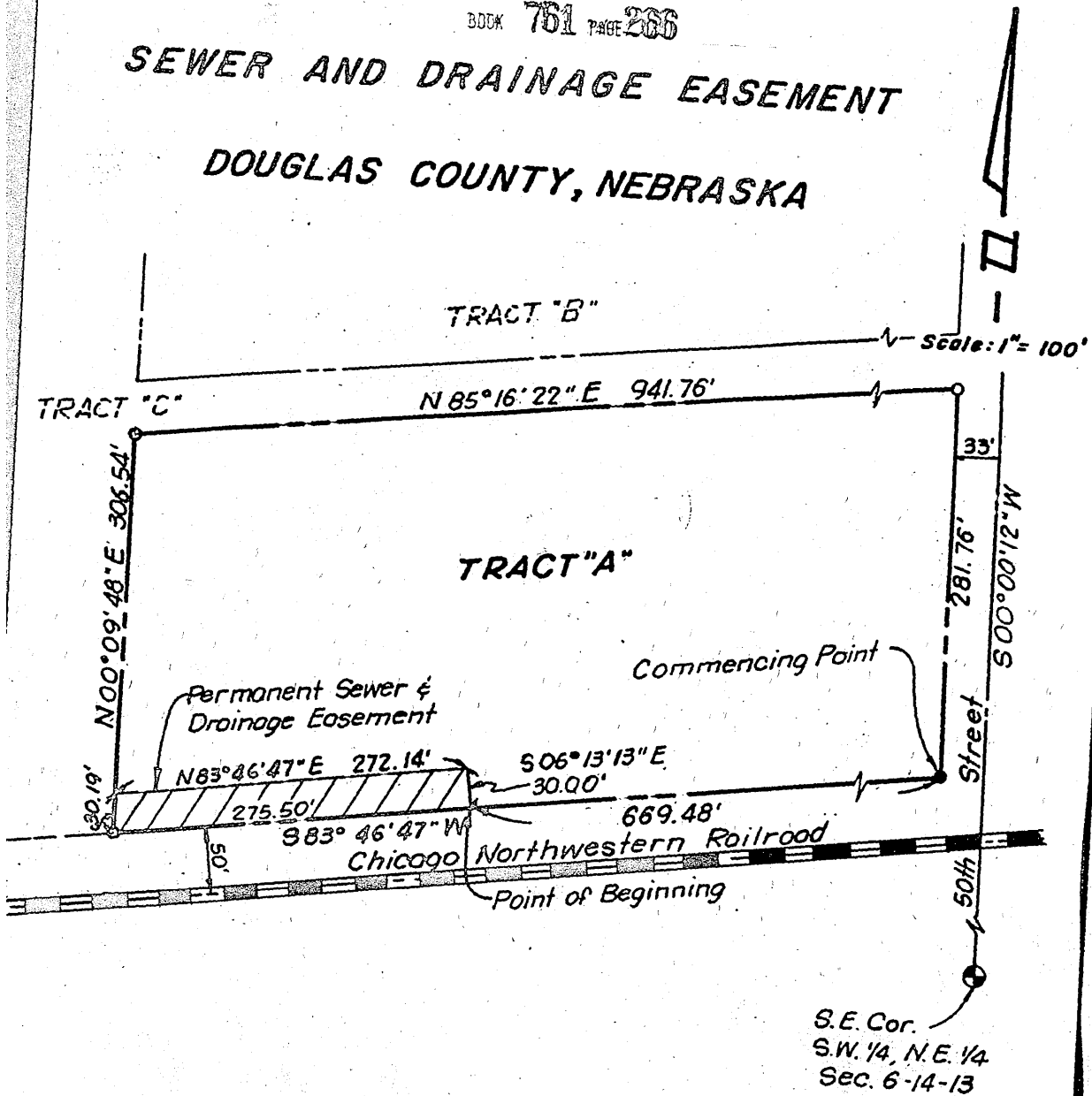
My Commission expires _____

EXHIBIT "A"

BOOK 751 PAGE 266

SEWER AND DRAINAGE EASEMENT

DOUGLAS COUNTY, NEBRASKA



LEGAL DESCRIPTION

PERMANENT SEWER AND DRAINAGE EASEMENT

A Permanent Sewer and Drainage Easement located in the West 1/2 of the NE 1/4 of Section 6 Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the Westerly Right-of-Way line of 50th Street and the Northerly Right-of-Way line of the Chicago & Northwestern Railroad; thence S83°46'47"W (assumed bearing) along said Northerly Right-of-Way line of the Chicago & Northwestern Railroad, a distance of 669.48 feet to the Point of Beginning; thence continuing S83°46'47"W along said Northerly Right-of-Way line of the Chicago & Northwestern Railroad, a distance of 275.50 feet; thence N00°09'48"E, a distance of 30.19 feet; thence N83°46'47"E, a distance of 272.14 feet; thence S06°13'13"E, a distance of 30.00 feet to a point on said Northerly Right-of-Way line of the Chicago & Northwestern Railroad, said point also being the Point of Beginning.

Said tract of land contains an area of 0.189 acres, more or less.

#80054
11/6/80

Sheet 2 of 2

BOOK <u>761</u>	Del. <u>AA</u>	N <u>6-14-13 RP</u>	Fee <u>20.50</u>
PG <u>264</u>	Indx <u>111, 114</u>	<u>6-13</u>	MC <u>100</u>
OF <u>Misa A</u>	Comp <u>14</u>	Comp <u>[Signature]</u>	

GEORGE A. STANLEY
REGISTERED LAND SURVEYOR
DANIELS SQUARE BLDG.
DUNBAR, NEBRASKA

1985 DEC 27 PM 2:35

RECEIVED

11/12
MISA
B