

RECEIVED  
JUL 28 10 46 AM '95  
GEORGE W. HOGAN  
REGISTERED ATTORNEY  
DOUGLAS COUNTY, NE

Project No. \_\_\_\_\_  
Tract No. \_\_\_\_\_  
Address: N/A 08015 2-15-11  
FEE 15.60 R 016000  
LEGAL 2001/11

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WAYNE THOMAS FOBER and KATHY K. FOBER, husband and wife, and CAPSTEAD MORTGAGE CORPORATION, a Maryland corporation, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Two Thousand Seven Hundred Fifty and no/100 Dollars (\$2,750.00), 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 <sup>the</sup> ~~additional~~ sewer systems ~~or drainage ways~~ 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.

8. The Grantor, and their successors, heirs and assigns, shall have the right to connect into the City's sanitary sewer line at any point within the easement area to serve the Grantor's property. No connection fee or other fee shall be charged by the City for such

connection, other than the city interceptor sewer fee.

98. 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 18 day of July, 1995.

Wayne Fober  
WAYNE THOMAS FOBER

Kathy K. Fober  
KATHY K. FOBER

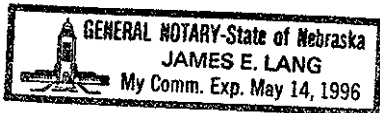
CAPSTEAD MORTGAGE CORPORATION, a Maryland corporation,

By Mark Nieberlein  
Title Mark Nieberlein, Vice President

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

On this 18<sup>th</sup> day of July, 1995, before me, the undersigned, a Notary Public in and for said County, personally came WAYNE THOMAS FOBER and KATHY K. FOBER, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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



James E. Lang  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

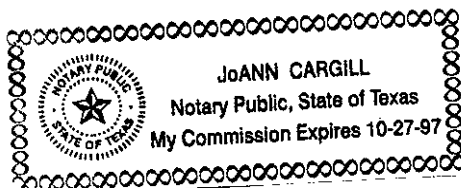
NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

On this 21 day of July, 1995, before me, the undersigned, a Notary Public in and for said County, personally came Mark Nieberlein, Vice President of CAPSTEAD MORTGAGE CORPORATION, a Maryland corporation, to me personally known to be the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as Mark Nieberlein, and the voluntary act and deed of the corporation.

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

JoAnn Cargill  
Notary Public

My commission expires: 10-27-97



NOTICE: ERROR HAS BEEN FOUND INASMUCH AS:

state & county missing in notary for

# EXHIBIT A

## LEGAL DESCRIPTION

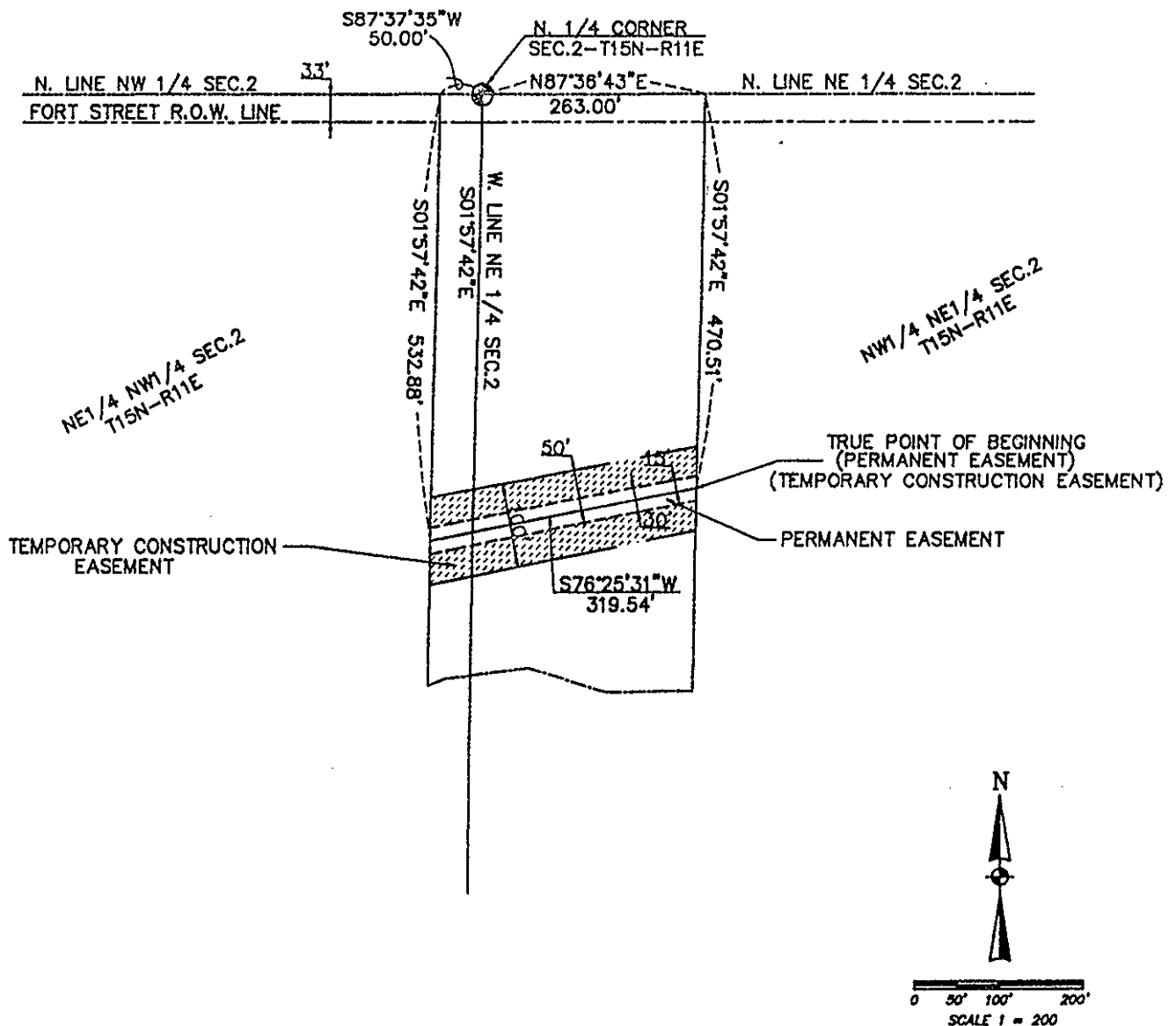
### PERMANENT EASEMENT

A TRACT OF LAND LOCATED IN THE NE 1/4 AND IN THE NW 1/4 OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND BEING 15 FEET WIDE ON EACH SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 2, THENCE N87°36'43"E (ASSUMED BEARING) ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 2, 263.00 FEET; THENCE S01°57'42"E, 470.51 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE CENTERLINE OF A SANITARY SEWER LINE; THENCE S76°25'31"W ALONG SAID CENTERLINE 319.54 FEET AND CONTAINING 0.22 ACRES (9586 S.F.), MORE OR LESS.

### TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING 50 FEET WIDE ON EACH SIDE AND PARALLEL TO THE ABOVE DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED AND CONTAINING 0.51 ACRES (22368 S.F.), MORE OR LESS, WHICH EXCLUDES THE ABOVE DESCRIBED PERMANENT EASEMENT.



LARSEN & ASSOCIATES  
 CIVIL ENGINEERS  
 1071 10th St.  
 Omaha, NE 68102

