

COUNTER WS C.E. WS
 VERIFY D DE. P
 PROOF AM
 FEES \$ 20.50
 CHECK # 1645
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY CO. NE
 INSTRUMENT NUMBER
2008-07729
 2008 MR 21 PM 2:35
Blair J. Dowling
 REGISTER OF DEEDS

PERMANENT EASEMENT

When recorded return to:
 City of Omaha, Nebraska

Public Works Department
TOM LUND
 R-O-W Section
1819 FAANOM STREET
Omaha, NE 68183

FOR OFFICE USE ONLY	
Project:	Harrison Street widening, 48th to 71st Street
City Proj. No.:	OPW 5007 48-71
Tract No.:	57
Address:	6904 Emiline St. LaVista, Nebraska 68128

KNOW ALL MEN BY THESE PRESENTS:

THAT **Larry W. Blassingame & Laura J. Blassingame**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two hundred seventy and 00/100 dollars (\$270.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of LaVista, Nebraska**, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct and maintain a retaining wall with footings, and appurtenances thereto, hereinafter referred to as WALL in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
 PERMANENT EASEMENT LEGAL DESCRIPTION

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 WALL at the will of the CITY. The GRANTOR may, following construction of said WALL 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, nor any grading, fill or fill material, or embankment work, 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, road and/or street surfaces, parking area surfacing, and/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 WALL, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent 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 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.
- 5) 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 permanent 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 permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
- 6) That said permanent 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.

A

PERMANENT EASEMENT

Page Two (2)

Larry W. Blassingame & Laura J. Blassingame

Tract No 57

- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 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 any promises, inducements, or representations of the CITY or its agents or employees.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 5 day of JANUARY, 2008.

Larry W. Blassingame
 Larry W. Blassingame

Laura J. Blassingame
 Laura J. Blassingame

ACKNOWLEDGMENT

STATE OF NEBRASKA)

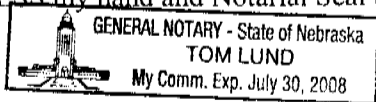
COUNTY OF SARPY) SS

On this 5 day of JANUARY, 2008

before me, a Notary Public, in and for said County, personally came the above named:

Larry W. Blassingame & Laura J. Blassingame

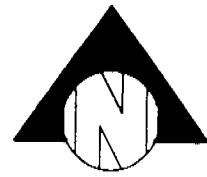
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated. WITNESS my hand and Notarial Seal the day and year last above written.



Notary Seal

Tom Lund
 NOTARY PUBLIC

B



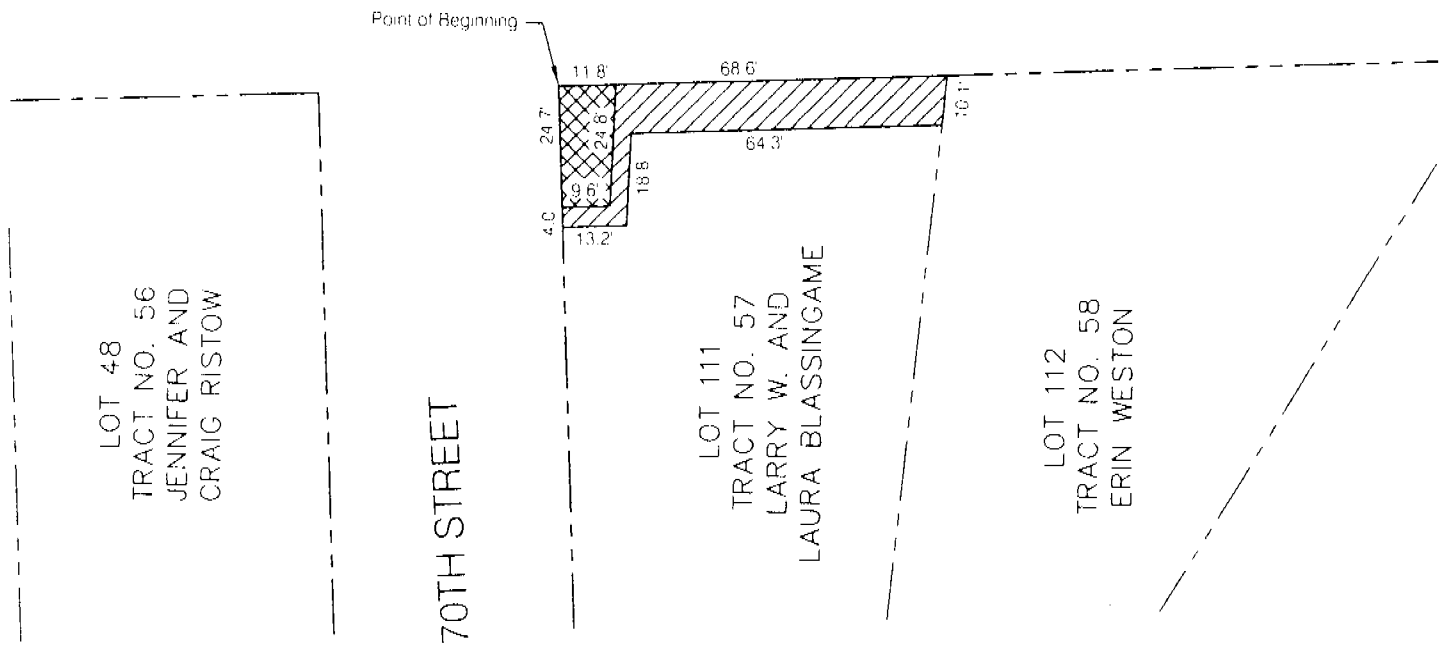
SCALE: 1"=40'

TRACT NO. 1
CITY OF OMAHA
C/O CITY FINANCE

HARRISON STREET

APPROX. SECTION LINE

Point of Beginning



LOT 48
TRACT NO. 56
JENNIFER AND
CRAIG RISTOW

70TH STREET

LOT 111
TRACT NO. 57
LARRY W. AND
LAURA BLASSINGAME

LOT 112
TRACT NO. 58
ERIN WESTON

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	_____	S.F.
	PERMANENT EASEMENT	269	S.F.
	TEMPORARY EASEMENT	792	S.F.

PROJECT NO. OPW-50007 48-71
 TRACT NO. 57

TRACT NO. 57

OWNERS LEGAL

Lot 111, La Vista replat, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

PERMANENT CONSTRUCTION EASEMENT

A piece of land located in Lot 111, La Vista replat, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

Referring to the northwest corner of of Lot 111, the true point of beginning, thence east along the north property line of Lot 111 for a distance of 11.8'; thence south 02°17'19" west for a distance of 24.8'; thence west along a straight line parallel to the north property line of Lot 111 for a distance of 9.6'; thence north along the west property line of Lot 111 for distance of 24.7' to the true point of beginning.

TEMPORARY CONSTRUCTION EASEMENT

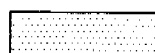
A piece of land located in Lot 111, La Vista replat, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

Commencing at the northwest corner of of Lot 111, thence east along the north property line of Lot 111 for a distance of 11.8' to the point of beginning; thence east along the north property line of Lot 111 for a distance of 68.6'; thence south along the east property line of Lot 111 for a distance of 10.1'; thence west along a straight line parallel to the north property line of Lot 111 for a distance of 64.3'; thence south 02° 17'19" west for a distance of 18.8'; thence west along a straight line parallel to the north property line of Lot 111 for a distance of 13.2'; thence north along the west property line of Lot 111 for a distance of 4.0'; thence east along a straight line parallel to the north property line of Lot 111 for a distance of 9.6'; thence north 02°17'19" east for a distance of 24.8' to the point of beginning.

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

OWNER(S) Larry W. & Laura J. Blassingame

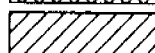
ADDRESS 6904 Emiline Street
La Vista, NE 68128



LAND ACQUISITION _____ S.F.



PERMANENT EASEMENT 269 S.F.



TEMPORARY EASEMENT 792 S.F.

PROJECT NO. OPW-50007 48-71

TRACT NO. 57

DATE COMPLETED _____

REVISION DATE _____

REVISION DATE _____

PAGE 1 OF 2