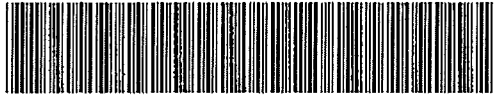




BK 1517 PG 677-680



MISC 2003 17265

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DODD COUNTY, NE

03 MAY 15 AM 10:31

RECEIVED

**PERMANENT EASEMENT  
(INDIVIDUAL and/or PARTNERSHIP)**

When recorded return to:  
City of Omaha, Nebraska

Public Works Department  
Design Division  
R-O-W Section  
(Jim Cable, R/W Agent)

FOR OFFICE USE ONLY	
Project:	132nd Street from Webster Street to Blonde Street
City Proj. No.:	S.P. 97-14
Tract No.:	18
Address:	1519 North 132nd Avenue Circle Omaha, NE 68154

**KNOW ALL MEN BY THESE PRESENTS:**

THAT **Mark D. Theisen and Michaela A. Theisen**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Eight hundred ten and 00/100 dollars (\$810.00) 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, 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.

misc 4/1

①

FEE 20.50 FB 108-22290  
 IMP \_\_\_\_\_ CO \_\_\_\_\_ COMP #  
 DEL \_\_\_\_\_ SCAN KS FY \_\_\_\_\_

PERMANENT EASEMENT

Page Two (2)

Mark D. Theisen and Michaela A. Theisen

Tract No 18

- 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, except as are set forth herein (if applicable):

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 27<sup>th</sup> day of February, 20 03.

INDIVIDUAL and/or PARTNERSHIP

Mark D. Theisen

505-72-9905

(Social Security No.)

Michaela A. Theisen

506708653

(Social Security No.)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF DOUGLAS )

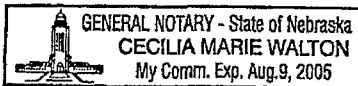
On this 27<sup>th</sup> day of February, 20 03

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

Mark D. Theisen and Michaela A. Theisen

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.



Cecilia Marie Walton  
 NOTARY PUBLIC

Notary Seal

# Exhibit "A"

Tract 18

## OWNER'S LEGAL DESCRIPTION

Lot 5, Linden Park, An Addition To The City Of Omaha, As Surveyed, Platted And Recorded In Douglas County, Nebraska

## PERMANENT EASEMENT LEGAL DESCRIPTION

The East 6.0 Feet Of The South 88.8 Feet Of Said Lot 5, Containing An Area Of 532.8 Square Feet, More Or Less

### CITY OF OMAHA Public Works Department

Owner(s): Mark D. Theisen And Micheala A. Theisen

Address: 1519 North 132<sup>nd</sup> Avenue Circle  
Omaha, NE 68154



Land Acquisition = \_\_\_\_\_ S.F.



Permanent Easement = 532.8 S.F.



Temporary Easement = \_\_\_\_\_ S.F.

Project No. : S.P. 97-14

Project Name: 132<sup>nd</sup> Street – Webster Street To Blondo Street

Tract No.: 18

Date Prepared: 12/02/2002

Revision Date(s):

Page 1 of 2

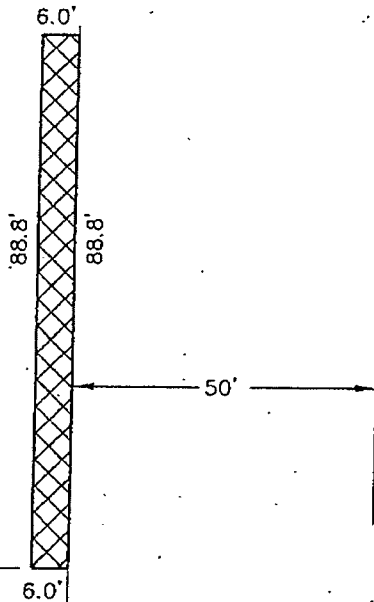


N.E. 1/4 SEC. 13-15-11  
SCALE: 1"=30'

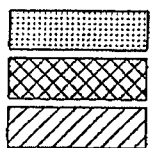
LOT 5,  
LINDEN PARK

SECTION LINE AND  
PROJECT C

132nd STREET



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



LAND ACQUISITION	_____	S.F.
PERMANENT EASEMENT	532.8	S.F.
TEMPORARY EASEMENT	_____	S.F.

PROJECT NO.	S.P. 97-14
TRACT NO.	18