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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/2/2006 11:00:46.85



2006023519

PERMANENT EASEMENT

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section

FOR OFFICE USE ONLY
Project: Q Street, 136th to 170th
City Proj No. OPW 50243
Tract No. 14
Address: 5019 South 169th Circle
Omaha, Nebraska 68135

KNOW ALL MEN BY THESE PRESENTS:

THAT Michael ^{A.} Koenig and Sarah Koenig, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One hundred fifty and 00/100 dollars (\$150.00) 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 themselves and their heirs, executors and administrators do confirm with the said CITY and its assigns, that they, the GRANTOR are well seized in fee of the above described property and that he or they have the right to grant and convey this permanent easement in the manner and form aforesaid, and that 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, lawns, trees within the easement area as necessary for construction

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PERMANENT EASEMENT
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- 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, 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 9th day of February, 20 06.

Michael Koenig
Sarah Koenig

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 9th day of Feb, 20 06

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

Michael J. Koenig and Sarah Koenig

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.



Timothy G. Phelan
 NOTARY PUBLIC

Notary Seal

Exhibit "A"










PERMANENT EASEMENT LEGAL DESCRIPTION

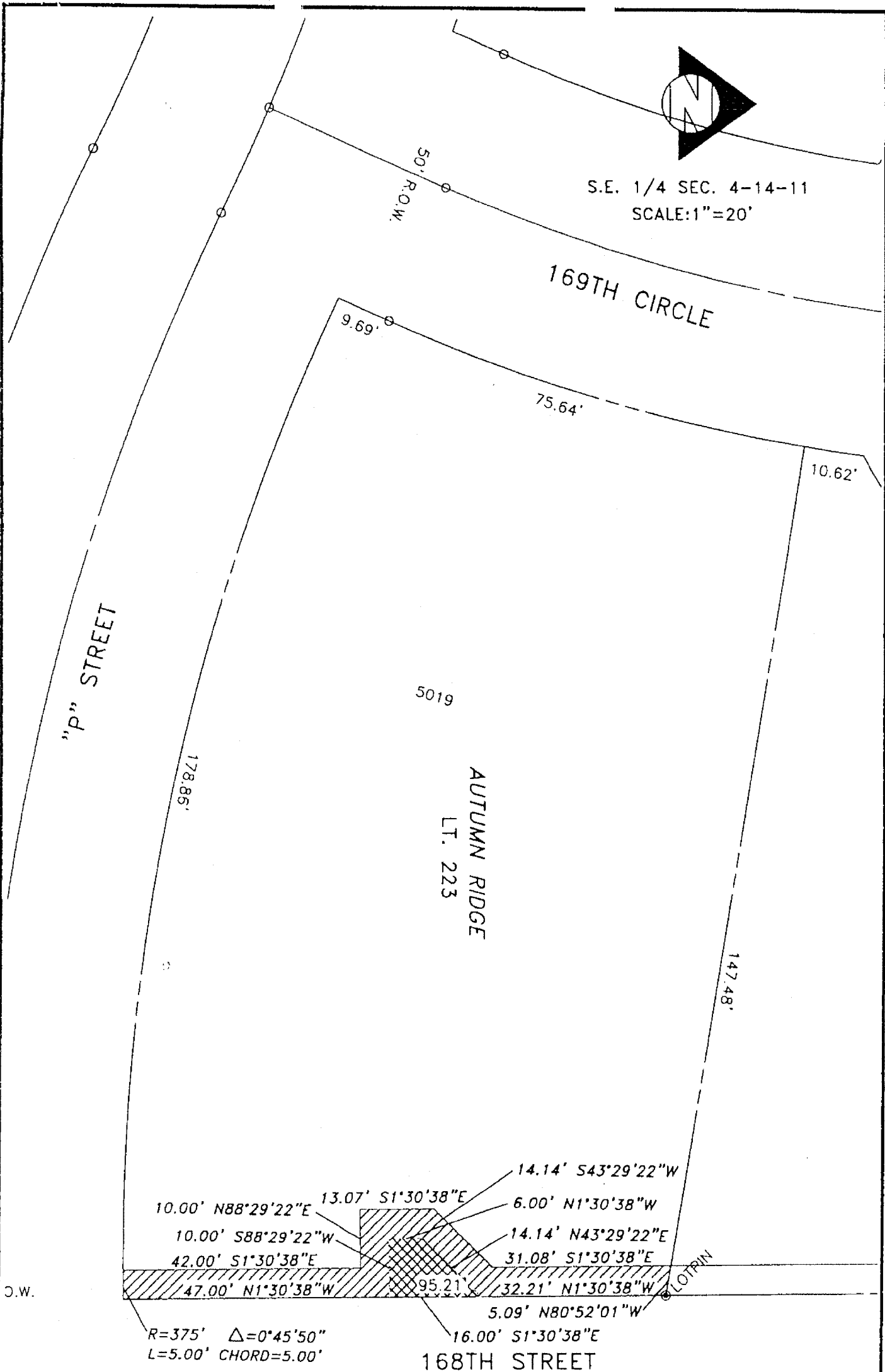
Part of Lot 223, Autumn Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of said Lot 223, thence N01°30'38"W along the East line of said Lot 223 for a distance of 47.00 feet to the point of beginning, thence S88°29'22"W for a distance of 10.00 feet, thence N01°30'38"W for a distance of 6.00 feet, thence N43°29'22"E for a distance of 14.14 feet to a point on the East line of said Lot 223, thence S01°30'38"E for a distance of 16.00 feet to the point of beginning.

TEMPORARY EASEMENT LEGAL DESCRIPTION

Part of Lot 223, Autumn Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning at the Southeast corner of said Lot 223, thence N01°30'38"W along the East line of said Lot 223 for a distance of 95.21 feet, thence N80°52'01"W for a distance of 5.09 feet, thence S01°30'38"E for a distance of 31.08 feet; thence S43°29'22"W for a distance of 14.14 feet; thence S01°30'38"E for a distance of 13.07 feet, thence N88°29'22"E for a distance of 10.00 feet, thence S01°30'38"E for a distance of 42.00 feet to a point on the South line of said Lot 223, thence Easterly along the North line of "P" Street on a curve with a radius of 375.00 feet for a distance of 5.00 feet to the point of beginning.

CITY OF OMAHA Public Works Department

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|---|--|---|-------------------------------|---|-------------------------------------|---|-------------------------------------|
| Owner(s): Michael E. Koenig and Sarah Koenig Address: 5019 South 169th Circle Omaha, Nebraska 68135 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"></td> <td>Land Acquisition = _____ S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement = _____ 110 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement = _____ 549 S.F.</td> </tr> </table> |  | Land Acquisition = _____ S.F. |  | Permanent Easement = _____ 110 S.F. |  | Temporary Easement = _____ 549 S.F. |
|  | Land Acquisition = _____ S.F. | | | | | | |
|  | Permanent Easement = _____ 110 S.F. | | | | | | |
|  | Temporary Easement = _____ 549 S.F. | | | | | | |
| Project No. OPW 50243 | Project Name: "Q" Street from 156th Street to 170th Street | | | | | | |
| Tract No. 14 | Date Prepared: 4-26-05 | | | | | | |
| Revision Date(s): | Page 1 of 2 | | | | | | |



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

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|--|--------------------|-----|------|-------------|-----------|
| | LAND ACQUISITION | -0- | S.F. | PROJECT NO. | OPW 50243 |
| | PERMANENT EASEMENT | 110 | S.F. | TRACT NO. | 14 |
| | TEMPORARY EASEMENT | 549 | S.F. | | |