

PERMANENT EASEMENT

5935 So. 138th St.

KNOW ALL MEN BY THESE PRESENTS:

THAT RALPH E. TETRICK JR.

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Four thousand three hundred and twenty eight Dollars (\$ 4328⁰⁰) 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 or operate bridge abutments and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

An irregular parcel of land located in Tax Lot 4, West of Drainage Ditch, S.W. 1/4 of S.E. 1/4, Sec. 1, Twp. 14, Range 11, East, except irregular part for Highway and the East 200 feet of the West 255 feet and North 150 feet of South 183 feet, in Douglas County, Nebraska, described as follows:

Commencing at the East R.O.W. line of "P" Street proceed East 238 feet along the North R.O.W. line of "Q" Street to the point of beginning, thence North 15 feet, thence East 60 feet parallel to "Q" Street, thence East 60th feet parallel to "Q" Street, thence South 15 feet, thence West 60 feet along North R.O.W. line of "Q" Street to the point of beginning.

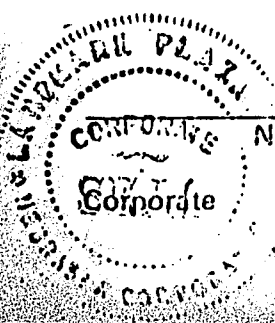
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said bridge abutments at the will of the CITY. The GRANTOR may, following construction of said bridge abutments 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.
2. That CITY will replace or rebuild any and all damage to improvements road caused by CITY exercising its rights of inspecting or maintaining said road except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. 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

30 day of July A.D., 1990



Name of Corporation

By

Attest

Ralph E. Tetrick Jr.
Marilyn M. Tetrick
(Acknowledged on reverse side hereof)

President

Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

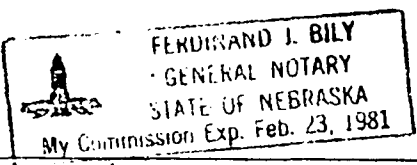
On this 30 day of July, 19 80, before me a Notary Public, in and for said County, Personally came the above named

Ralph E. Tetrick, Jr. & Marilyn M. Tetrick

who is (are) personally known to me to be the identical persons(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.

Ferdinand J. Bily
Notary Public



My Commission expires

RECEIVED
1980 OCT -3 AM 8:52
C. HAROLD J. STATER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

11/1/80

Book 640
Page 38
of Three
Fee 4.25
Index [Signature]
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1-14-11

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 30th day of July, 1980, before me, the undersigned, a Notary Public in and for said County, personally came Ralph E. Tetrick, Jr. President of Landmark Plaza, Inc.

Corporation,
and Marilyn M. Tetrick, 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.

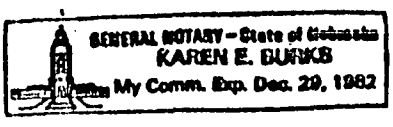
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Karen E. Burks
Notary Public

December 29, 1982
My Commission expires



CITY OF OMAHA
Public Works Department



FRITZ J. BILY
Right-of-Way-Section

Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68102

Sixth Floor
Phone: 402/444-5243