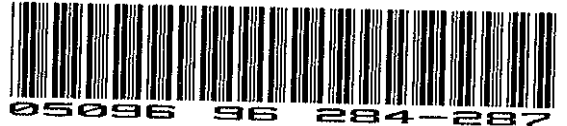


When recorded please return to:  
Mark Larson  
Public Works Dept./ROW Sect.  
1819 Farnam Street  
Omaha NE 68183



**PERMANENT EASEMENT  
(CORPORATION)**

*KNOW ALL MEN BY THESE PRESENTS:*

THAT *Pentzien, Inc.*, a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Six Hundred Seventy-eight and No/100 Dollars (\$678.00) and other valuable considerations, 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, maintain and/or operate the retaining wall footings, and appurtenances thereto, 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 Grover Street Improvement at the will of the CITY. The GRANTOR may, following construction of said Grover Street Improvement 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 retaining wall footings, 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.
- 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.

RECEIVED

MAY 6 3 32 PM '96

GEORGE  
REGISTRAR  
DOUGLAS

05096 55-22080  
FILE 2032 32-292  
DEL. C/O COMP. VP  
LEGAL PG 280 SCAN M EV



# Exhibit "A"

**Owner's Legal Description**

The West 200 feet, except the North 17 feet thereof, in Lot 10, Block 5, Lawnfield, and Addition to the City of Omaha, Douglas County, Nebraska.

**Land Acquisition Legal Description**

Commencing at the original Northwest corner of said Lot 10, Block 5, Lawnfield Addition; thence South a distance of 17.0 feet to the new Northwest corner of Lot 10, with said point being the intersection of the South ROW line of Grover Street and the East ROW line of 70th Street, and which point is also point of beginning; thence South 90°00'00" East along said South ROW line of Grover Street for a distance of 31.0 feet; thence South 62°42'02" West for a distance of 34.89 ± feet; thence North 00°00'00" East along said East ROW line of 70th Street for a distance of 16.0 feet, to point of beginning.

**Permanent Easement Legal Description**

Commencing at the original Northwest corner of said Lot 10, Block 5, Lawnfield Addition; thence South a distance of 17.0 feet to the new Northwest corner of Lot 10, with said point being the intersection of the South ROW line of Grover Street and the East ROW line of 70th Street; thence South 90°00'00" East along said South ROW line of Grover Street for a distance of 31.0 feet to the point of beginning; thence continuing South 90°00'00" East along said South ROW line of Grover Street for a distance of 24.0 feet; thence South 00°00'00" East along a line parallel with the East lot line of said Lot 10 for a distance of 7.0 feet; thence South 90°00'00" West along a line parallel with the South ROW line of Grover Street for a distance of 37.56 feet; thence North 62°42'02" East for a distance of 15.26 feet to point of beginning.

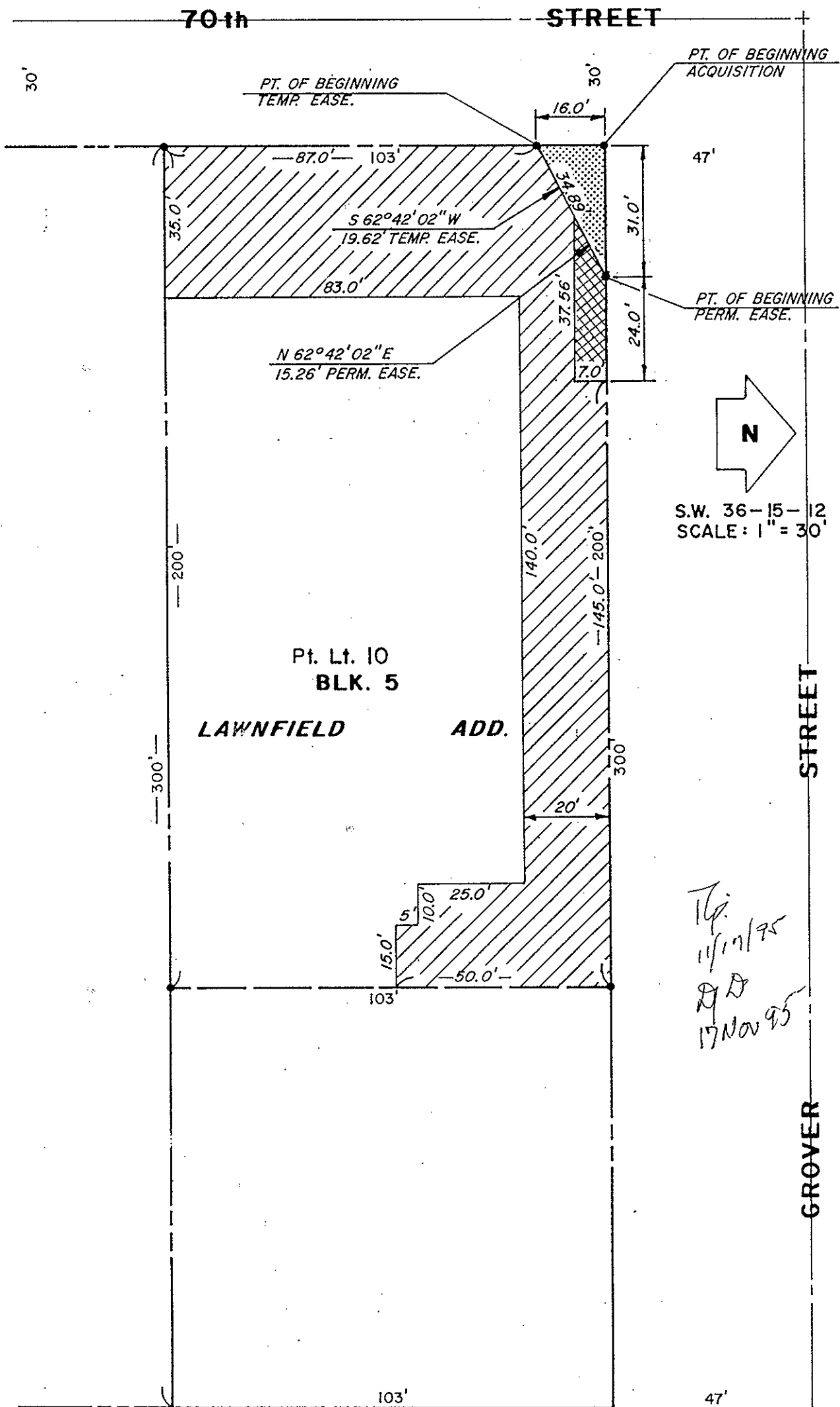
**Temporary Easement Legal Description**

Commencing at the original Northwest corner of said Lot 10, Block 5, Lawnfield Addition; thence South 00°00'00" East along the East ROW line of 70th Street for a distance of 33.0 feet and to point of beginning; thence continuing South 00°00'00" East along said East ROW line of 70th Street for a distance of 87.0 feet; thence South 90°00'00" East for a distance of 35.0 feet; thence North 00°00'00" East for a distance of 83.0 feet; thence South 90°00'00" East for a distance of 140.0 feet; thence South 00°00'00" East for a distance of 25.0 feet; thence South 90°00'00" East for a distance of 10.0 feet; thence South 00°00'00" East for a distance of 5.0 feet; thence South 90°00'00" East for a distance of 15.0 feet; thence North 00°00'00" East for a distance of 50.0 feet; thence South 90°00'00" West along the South ROW line of Grover Street for a distance of 145.0 feet; thence South 00°00'00" East for a distance of 7.0 feet; thence South 90°00'00" West for a distance of 37.56 feet; thence South 62°42'02" West for a distance of 19.62 feet to point of beginning.

*RP*  
11/17/95  
DJA  
17 Nov-95

## CITY OF OMAHA Public Works Department

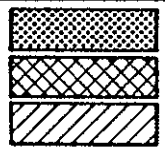
<p>Owner(s) PENTZIEN, INC. Address 6969 Grover Street Omaha, NE 68106</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"></td> <td style="border-bottom: 1px solid black;">Land Acquisition</td> <td style="text-align: right; border-bottom: 1px solid black;">248 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td style="border-bottom: 1px solid black;">Permanent Easement</td> <td style="text-align: right; border-bottom: 1px solid black;">215 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td style="border-bottom: 1px solid black;">Temporary Easement</td> <td style="text-align: right; border-bottom: 1px solid black;">7,145 S.F.</td> </tr> </table>		Land Acquisition	248 S.F.		Permanent Easement	215 S.F.		Temporary Easement	7,145 S.F.
	Land Acquisition	248 S.F.								
	Permanent Easement	215 S.F.								
	Temporary Easement	7,145 S.F.								
Project No. S.P. 87-16	Date Prepared: 01/18/95									
Tract No. 8	Revision Date(s): 2/15/95; 8/17/95; 8/17/95	Page 1 of 2								



S.W. 36-15-12  
SCALE: 1" = 30'

*Handwritten:*  
T.P.  
11/17/95  
D.D.  
17 Nov 95

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT



LAND ACQUISITION	248	S.F.
PERMANENT EASEMENT	215	S.F.
TEMPORARY EASEMENT	7,145	S.F.

PROJECT NO.	S.P. 87-16
TRACT NO.	8