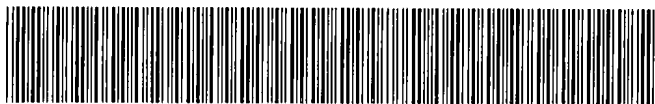




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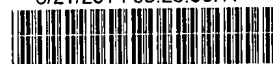
MISC 5/1

FEE 34.00 FB MC-09030

BKP _____ C/O _____ COMPI _____

DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/21/2014 08:28:36.11



2014020195

PERMANENT WALL EASEMENT (INDIVIDUAL and/or PARTNERSHIP)

When recorded return to:
City of Omaha, Nebraska
Public Works Department
General Services Division
R-O-W Section
(Kyle Dworak, R/W Agent)

FOR OFFICE USE ONLY	
Project:	156th Street (Phases 1)
City Proj. No.:	OPW 52288
Tract No.:	9
Address:	2117 North 151st Ave.Cir. Omaha, Nebraska 68116

KNOW ALL MEN BY THESE PRESENTS:

THAT **Nicholas P. O'Brien**, an individual, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One hundred thirty and 00/100 dollars (\$130.00) 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 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.

Permanent Sewer Easement
OPW 52288
Tract 9

CHG

- 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.
- 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 14 day of March, 2014.

Nicholas P. O'Brien
Nicholas P. O'Brien

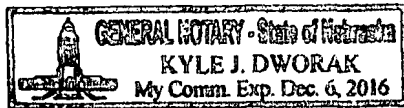
INDIVIDUAL and/or PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14 day of March, 2014

before me, a Notary Public, in and for said County, personally came the above named: Nicholas P. O'Brien 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.




Kyle J. Dworak
NOTARY PUBLIC


Notary Seal

CITY OF OMAHA, a Municipal Corporation

ATTEST:


Buster Brown,
City Clerk, City of Omaha

BY:


Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

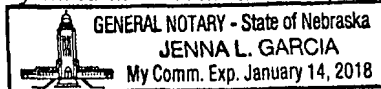

ASST CITY ATTORNEY

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 20th day of March, 2014, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



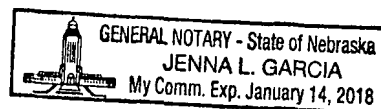

NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

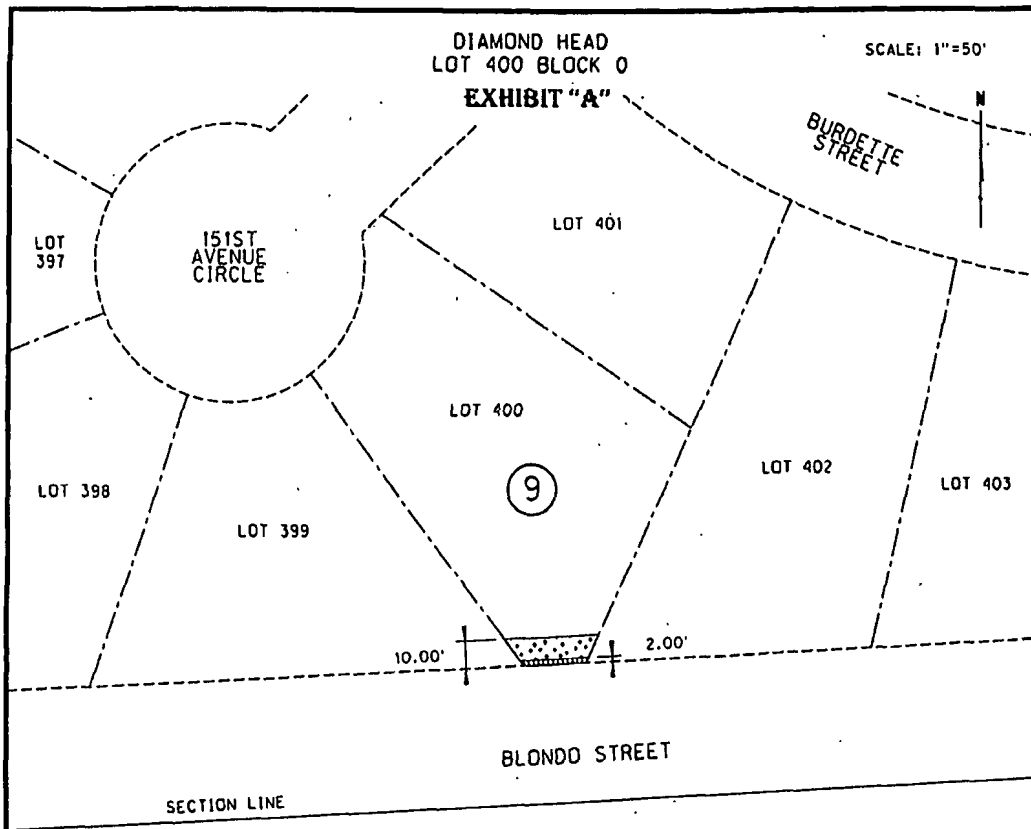
On this 20th day of March, 2014, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:




NOTARY PUBLIC



OWNER:
NICHOLAS O'BRIEN
2117 N. 151ST AVENUE CIRCLE




S.W. 1/4 SEC. 11-T15N-R11E

PERMANENT EASEMENT LEGAL DESCRIPTION:

A tract of land composed of a portion of Lot 400, Diamond Head subdivision, located in Douglas County, Nebraska described as follows: The southerly 2.00 feet of Lot 400. Containing 49 square feet, more or less.

PROJECT NO. MAPA-5127(2)
CONTROL NO. 22378A

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-0-	S.F.	CITY PROJECT NO.	OPW 52288
	PERMANENT EASEMENT	49	S.F.	TRACT NO.	9
	TEMPORARY EASEMENT		S.F.	DATE:	2012-10-23