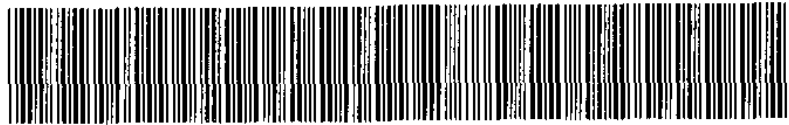




MISC 2009036951



APR 17 2009 13:03 P 4

Misc- 20.8 74-37570
K-4
EXP _____ CO _____
DEL _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/17/2009 13:03:45.92



2009036951

**PERMANENT EASEMENT
(TRUSTEE)**

When recorded return to:
City of Omaha, Nebraska

Public Works Department
Design Division
R-O-W Section
(Tim Phelan, R/W Agent)

FOR OFFICE USE ONLY	
Project:	132nd Street, Patrick Street to Birch Drive
City Proj. No.:	OPW 50344
Tract No.:	5
Address:	2417 North 133rd Street Omaha, Nebraska 68124

KNOW ALL MEN BY THESE PRESENTS:

THAT **Arnold E. Vacanti and Ann L. Vacanti as Trustees of the Ann L. Vacanti Trust of 2000**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Five hundred eighty and 00/100 dollars (\$580.00) 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.

CITY 4

PERMANENT EASEMENT

Page Two (2)

Arnold E. Vacanti and Ann L. Vacanti as Trustees of the Ann L. Vacanti Trust
Tract No 5

- 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 their hands this 30th day of April March, 2009.

TRUSTEES

Arnold E. Vacanti, Trustee
Arnold E. Vacanti, Trustee

Ann L. Vacanti, Trustee
Ann L. Vacanti, Trustee

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

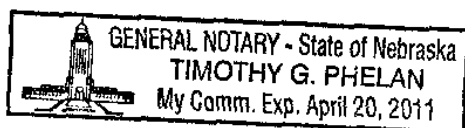
On this 30th day of March, 2009

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

Arnold E. Vacanti, Trustee and Ann L. Vacanti, Trustee of the Ann L. Vacanti Trust of 2000

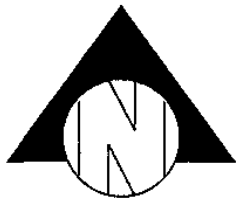
who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

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



Timothy G. Phelan
NOTARY PUBLIC

Notary Seal



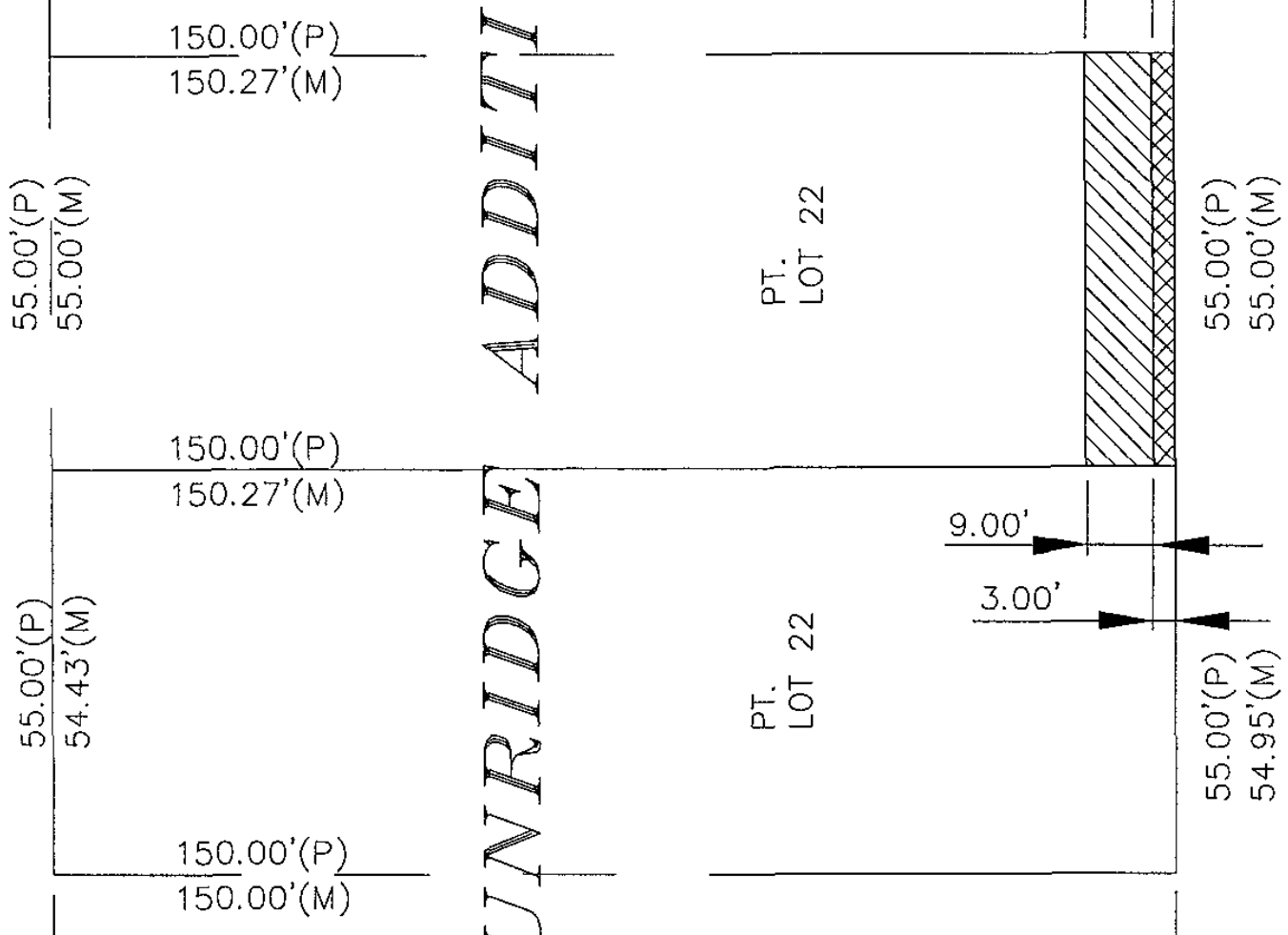
SCALE: 1"=30'

133RD STREET

SUNRIDGE ADDITION

132ND STREET

ERSKINE STREET



(P) PLATTED DISTANCE
(M) MEASURED DISTANCE

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	_____	S.F.
	PERMANENT EASEMENT	165.0	S.F.
	TEMPORARY EASEMENT	495.0	S.F.

PROJECT NO.	59658
TRACT NO.	5
	8/19/08

Exhibit "A"

Tract 5

OWNER'S LEGAL DESCRIPTION

The North 55 Feet Of Lot 22, Sunridge, An Addition To The City Of Omaha, As Surveyed, Platted, And Recorded In Douglas County, Nebraska.




PERMANENT EASEMENT LEGAL DESCRIPTION

The East 3.00 Feet Of The North 55 Feet Of Lot 22, Sunridge Addition To The City Of Omaha, As Surveyed, Platted, And Recorded In Douglas County, Nebraska. Containing 165.0 Square Feet More Or Less.

TEMPORARY EASEMENT LEGAL DESCRIPTION

The West 9.00 Feet of the East 12.00 Feet Of The North 55 Feet Of Lot 22, Sunridge Addition To The City Of Omaha, As Surveyed, Platted, And Recorded In Douglas County, Nebraska. Containing 495.0 Square Feet More Or Less.

CITY OF OMAHA Public Works Department

Owner(s): Arnold E. Vacanti And Ann L. Vacanti	 Land Acquisition = _____ S.F.
Address: 2417 North 133 rd Street	 Permanent Easement = _____ 165.0 S.F.
Omaha, NE 68164	 Temporary Easement = _____ 495.0 S.F.

Project No. : 59658

Project Name: 132nd Street – Patrick Street To Birch Drive

Tract No.: 5

Date Prepared: 10/03/2007

Revision Date(s): 8/13/2008

Page 1 of 1

8/19/08