

MISC 2009050695



MAY 20 2009 09:30 P 7

misc  
 FEE 3550 FB 74.37570  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP.   
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 5/20/2009 09:30:22.26



2009050695

**PERMANENT EASEMENT  
(TRUSTEE)**

When recorded return to:  
 City of Omaha, Nebraska  
  
 Public Works Department  
 Design Division  
 R-O-W Section  
 (Greg McGillivray, R/W Agent)

FOR OFFICE USE ONLY	
Project:	132nd Street, Patrick Street to Birch Drive
City Proj. No.:	OPW 50344
Tract No.:	22
Address:	13205 Miami Street Omaha, Nebraska 68124

**KNOW ALL MEN BY THESE PRESENTS:**

THAT **Geraldine W. Dervin, James M. Dervin and Patrick J. Dervin, Trustees of the Jerry and Geraldine Marital Trust, dated July 7, 2002**, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One thousand fifty and 00/100 dollars (\$1,050.00) 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 a wood privacy fence and brick columns with footings, and appurtenances thereto, hereinafter referred to as FENCE/COLUMNS 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 said FENCE/COLUMNS at the will of the CITY. The GRANTOR may, following construction of said FENCE/COLUMNS 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) 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.
- 3) 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.
- 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 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.
- 5) 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.



PERMANENT EASEMENT

Page Two (2)

Geraldine W. Dervin, James M. Dervin and Patrick J. Dervin, Trustees of the Jerry and Geraldine Marital Trust  
Tract No 22

- 6) 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.
- 7) 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 25<sup>th</sup> day of March, 2009.

TRUSTEES

Geraldine W. Dervin  
Geraldine W. Dervin, Trustee

\_\_\_\_\_  
Patrick J. Dervin

J. M. Dervin  
James M. Dervin, Trustee

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
  ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> day of March, 2009 ✓

before me, a Notary Public, in and for said County, personally came the above named: Geraldine W. Dervin, Trustee, James M. Dervin, Trustee and Patrick J. Dervin, Trustee 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.

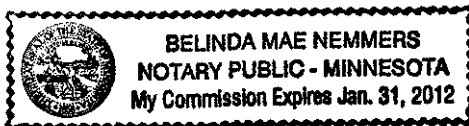
WITNESS my hand and Notarial Seal the day and year last above written.



Notary Seal

[Signature]  
NOTARY PUBLIC

7<sup>th</sup> April 2009  
Belinda Nemmers Jan 31 2012  
4/7/2009

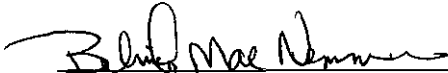


State of Minnesota :  
County of Mower : SS

On this the 7<sup>th</sup> day of April, 2009, before me, Belinda Mae Nemmers, the undersigned officer, personally appeared James M. Dervin, <sup>JUSTICE IN</sup> who known to me has signed the foregoing instrument for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official Notarial Seal.



  
Belinda Mae Nemmers  
Notary Public

Notary Seal:

PERMANENT EASEMENT

Page Two (2)

Geraldine W. Dervin, James M. Dervin and Patrick J. Dervin, Trustees of the Jerry and Geraldine Marital Trust  
Tract No 22

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- 7) 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 25<sup>th</sup> day of March, 2009.

TRUSTEES

Geraldine W. Dervin  
Geraldine W. Dervin, Trustee

[Signature]  
Patrick J. Dervin

\_\_\_\_\_  
James M. Dervin, Trustee

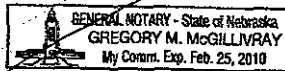
ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> day of March, 2009

before me, a Notary Public, in and for said County, personally came the above named: Geraldine W. Dervin, Trustee, James M. Dervin, Trustee and Patrick J. Dervin, Trustee 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.



Notary Seal

[Signature]  
NOTARY PUBLIC

*only*  
State of MO  
City of St. Louis  
On this 25 day of March in the year 2009  
Personally appeared Patrick J. Dervin  
Notary Public [Signature]  
My Commission Expires June 26, 2010

# Exhibit "A"

Tract 22

## OWNER'S LEGAL DESCRIPTION

Lot 5, Except The West 60.50 Feet Thereof, Sunridge, An Addition To The City Of Omaha, As Surveyed, Platted, And Recorded In Douglas County, Nebraska.

## LAND ACQUISITION LEGAL DESCRIPTION

Beginning At The Northeast Corner Of Lot 5; Thence Westerly Along The North Line Of Said Lot 5 A Distance Of 8.00 Feet; Thence Southeasterly A Distance Of 14.43 Feet To A Point On The East Line Of Said Lot 5; Thence Northerly Along Said East Line Of Lot 5 A Distance Of 8.00 Feet To Said Northeast Corner Of Lot 5 And The Point Of Beginning. Containing 48.0 Square Feet More Or Less.

## PERMANENT EASEMENT LEGAL DESCRIPTION

Commencing At The Northeast Corner Of Lot 5 Thence Southerly Along The East Line Of Said Lot 5 A Distance Of 12.00 Feet To The Point Of Beginning; Thence Continue Southerly Along Said East Line Of Lot 5 A Distance Of 99.12 Feet; Thence Westerly A Distance Of 3.00 Feet To A Point Located 3.00 Feet West Of Said East Line Of Lot 5; Thence Northerly A Distance Of 101.12 Feet To A Point Located 3.00 Feet West Of Said East Line And 6.00 Feet South Of The North Line Of Said Lot 5; Thence Southeasterly A Distance Of 3.61 Feet To A Point Located On Said East Line Of Lot 5 And The Point Of Beginning. Containing 300.4 Square Feet More Or Less.

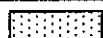
## TEMPORARY EASEMENT LEGAL DESCRIPTION

Commencing At The Northeast Corner Of Lot 5 Thence Westerly Along The North Line Of Said Lot 5 A Distance Of 8.00 Feet To The Point Of Beginning; Thence Continuing Westerly Along Said North Line Of Lot 5 A Distance Of 40.00 Feet; Thence Southeasterly A Distance Of 14.87 Feet To A Point Located 11.00 Feet South Of Said North Line Of Lot 5; Thence Easterly A Distance Of 33.00 Feet To A Point Located 11.00 Feet South Of Said North Line Of Lot 5 And 9.00 Feet West Of The East Line Of Said Lot 5; Thence Southerly A Distance Of 96.12 Feet To A Point On The South Line Of Said Lot 5 And 9.00 Feet West Of Said East Line Of Lot 5; Thence Easterly A Distance Of 6.00 Feet To A Point Located 3.00 Feet West Of Said East Line Of Lot 5; Thence Northerly A Distance Of 101.12 Feet To A Point Located 3.00 Feet West Of Said East Line Of Lot 5 And 6.00 Feet South Of Said North Line Of Lot 5; Thence Northwesterly A Distance Of 10.82 Feet To A Point On Said North Line And The Point Of Beginning. Containing 1,035.1 Square Feet More Or Less.

## CITY OF OMAHA Public Works Department

**Owner(s):** Geraldine W. Dervin, James M. Dervin  
And Patrick J. Dervin

**Address:** 13205 Miami Street  
Omaha, NE 68164



Land Acquisition = 48.0 S.F.



Permanent Easement = 300.4 S.F.



Temporary Easement = 1,035.1 S.F.

**Project No. :** 59658

**Project Name:** 132<sup>nd</sup> Street – Patrick Street To Birch Drive

**Tract No.:** 22

**Date Prepared:** 10/03/2007

**Revision Date(s):**

Page 1 of 1

8/19/08

# MIAMI STREET



SCALE: 1"=30'

60.50'(P)  
60.50'(M)

PT.  
LOT 5

107.50(P)  
107.16'(M)

60.50'(P)  
60.94'(M)

107.16'(M)

69.57'(P)  
69.57'(M)

40.00'

14.87'

33.00'

PT.  
LOT 5

11.00'

96.12'

101.12'

99.12'

107.13'(P)

107.12'(M)

6.00'

3.61'

10.82'

6.00'

3.00'

6.00'

3.00'

6.00'

3.00'

8.00'

12.00'

SUNRIDGE ADDITION

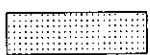

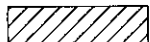
132ND STREET

132ND STREET

132ND AVENUE

(P) PLATTED DISTANCE  
(M) MEASURED DISTANCE

## CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	48.0	S.F.
	PERMANENT EASEMENT	300.4	S.F.
	TEMPORARY EASEMENT	1035.1	S.F.

PROJECT NO. 59658  
TRACT NO. 22

8/19/08