



MISC 2005127685



OCT 11 2005 14:24 P 4

(The Space above the Line is for Recording Information)

**PERMANENT EASEMENT**

Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

10/11/2005 14:24:12.21



2005127685

KNOW ALL MEN BY THESE PRESENTS:

THAT **ALEGENT HEALTH – IMMANUEL MEDICAL CENTER**, f/k/a **IMMANUEL, INC.**, a Nebraska non-profit corporation (hereinafter referred to as "Grantor") for and in consideration of the sum of One (\$1.00) Dollar and Other Good and 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 "Grantee", and to its successors and assigns, an easement for the right to utilize the following described property for the public benefit to be used as a sidewalk and appurtenances thereto, and a traffic pole and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

That property described on the attached Exhibit "A" which is incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting or using said sidewalk and traffic pole at the will of Grantee. The Grantor may, following construction of said sidewalk, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed. The Grantee will install sidewalks and the traffic pole conforming to City of Omaha Specifications and provide maintenance to the City of Omaha Standards.

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, its successors and assigns without express approval of the Grantee. Improvements which may be approved by Grantee includes landscaping or road, street or parking area surfacing or pavement, provided however that any such improvements shall not interfere with the uses herein granted or access thereto. These improvements and any grass or shrubbery placed on said easements shall be maintained by Grantor, its heirs, successors or assigns.
2. The Grantor will replace or rebuild any and all damage to the sidewalk or other improvements caused by operating said sidewalk.
3. This easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.
4. That said Grantor for itself and its heirs, executors and administrators does confirm with the said Grantee and its assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid and that it and its heirs, executors, and administrators shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all person. This easement runs with the land.
5. 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 Grantor and Grantee, or its agents, and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

misc  
FEE 20.50 FB 43-18098  
4 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP. B  
1 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

**FULLENKAMP, DOYLE & JOBEUN**  
**11440 WEST CENTER ROAD**  
**OMAHA, NEBRASKA 68144-4482**

IN WITNESS WHEREOF, said Grantor has set its hand this 28<sup>th</sup> day of September, 2005.

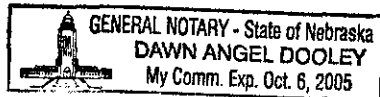
ALEGENT HEALTH – IMMANUEL MEDICAL CENTER, f/k/a  
IMMANUEL, INC., a Nebraska non-profit corporation,

By: Wayne G. Senon  
Its: \_\_\_\_\_

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS)

On this 28<sup>th</sup> day of September, 2005, before me, the undersigned, a Notary Public in and for said County and State, came Wayne G. Senon CEO of Alegent Health – Immanuel Medical Center, Inc., f/k/a Immanuel, Inc., a Nebraska non-profit corporation, to me personally known to be the CEO of said corporation and the identical person who executed the above Easement and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

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



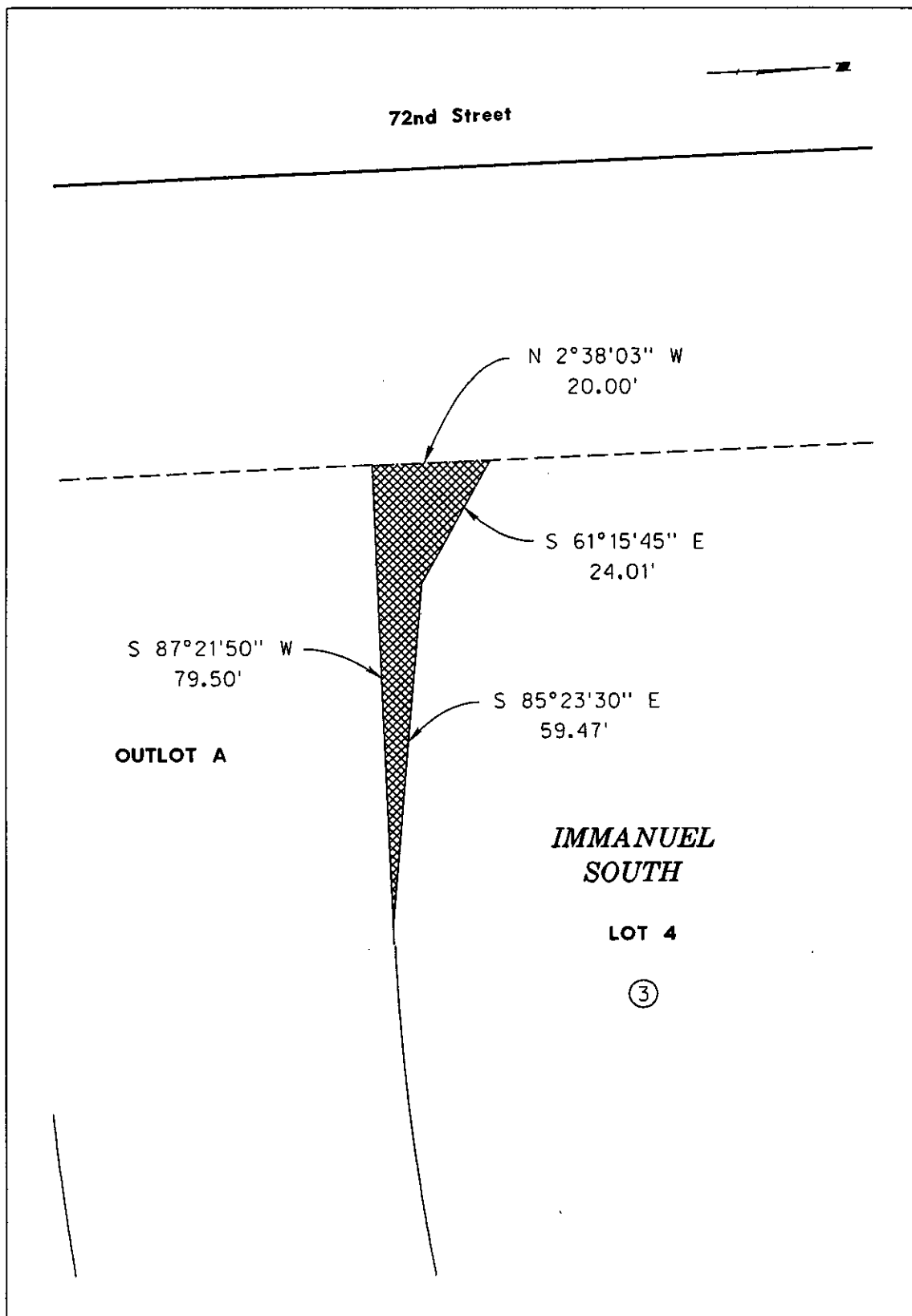
Dawn Angel Dooley  
Notary Public




**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A part of Lot 4, Immanuel South, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

Beginning at the southwest corner of said lot; thence N 02° 38' 03" W a distance of 20.00 feet; thence S 61° 15' 45" E a distance of 24.01 feet; thence S 87° 21' 50" W a distance of 79.50 feet; thence S 85° 23' 30" E a distance of 59.47 feet to the Point of Beginning and containing 503.13 square feet more or less.



<p>  LAND ACQUISITION _____   PERMANENT EASEMENT <u>503.13</u>   TEMPORARY EASEMENT _____            LEGEND: S.F.: _____         </p>	<p>           PROJECT NO. <u>OPW50690</u>            TRACT NO. <u>3</u>            DATE: <u>Jan. 7, 2005</u> </p>
<p>OWNER: Alegent Health Immanuel Medical C/O Dan Lewis Property Mgmt.</p>	<p>LEAD AGENCY: CITY OF OMAHA PUBLIC WORKS DEPARTMENT</p>