



MISC 2010119244



DEC 15 2010 09:09 P 3

Misc 311

FEF 15.50 FB 07-39566

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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/15/2010 09:09:38.20



2010119244

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the **CITY OF OMAHA**, a Municipal Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Omaha Convention Hotel Corporation**, a Nebraska nonprofit Corporation, hereinafter referred to as GRANTEE, and to its successors and assigns, a permanent easement for the right to construct, maintain and repair building, structures, parking, driveways, road and/or street surfaces, sidewalks, and any related items (**hereinafter referred to as "improvements"**), on, 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 GRANTEE, 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 improvements at the will of the GRANTEE. The GRANTOR may, following construction of said improvements 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.

It is further agreed as follows:

- 1) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 2) That GRANTEE 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.
- 3) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said GRANTEE 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 GRANTEE and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.

(C)

Box 15/11/11

- 4) That said permanent easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon within the easement area as necessary for construction.
- 5) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings.

IN WITNESS WHEREOF, the said party of the first part has hereunto executed this Agreement on behalf of the City of Omaha on this 10th day of December, 2010.

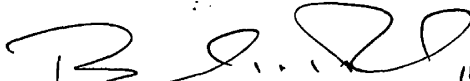
ATTEST:


 CITY CLERK OF THE CITY OF OMAHA

CITY OF OMAHA:


 MAYOR OF THE CITY OF OMAHA

APPROVED AS TO FORM:

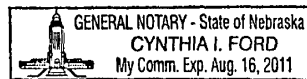
 11/30/10
 ASST. CITY ATTORNEY

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 10th day of December, 2010, before me, a Notary Public in and for said County, personally came Jim Suttle, Mayor of the City of Omaha, a Municipal Corporation, and Buster Brown, City Clerk of said Corporation, to me personally known to be the respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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

Notary Seal:




 NOTARY PUBLIC

EXHIBIT "H"

RIGHT OF WAY TRANSFER EXHIBIT

LEGAL DESCRIPTION

That portion of the existing Chicago Street right of way lying east of the east right of way line of 12th Street and south of Lot 2, UNION PACIFIC PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

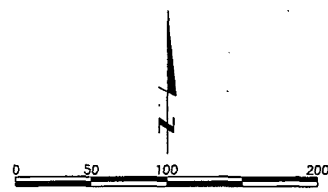
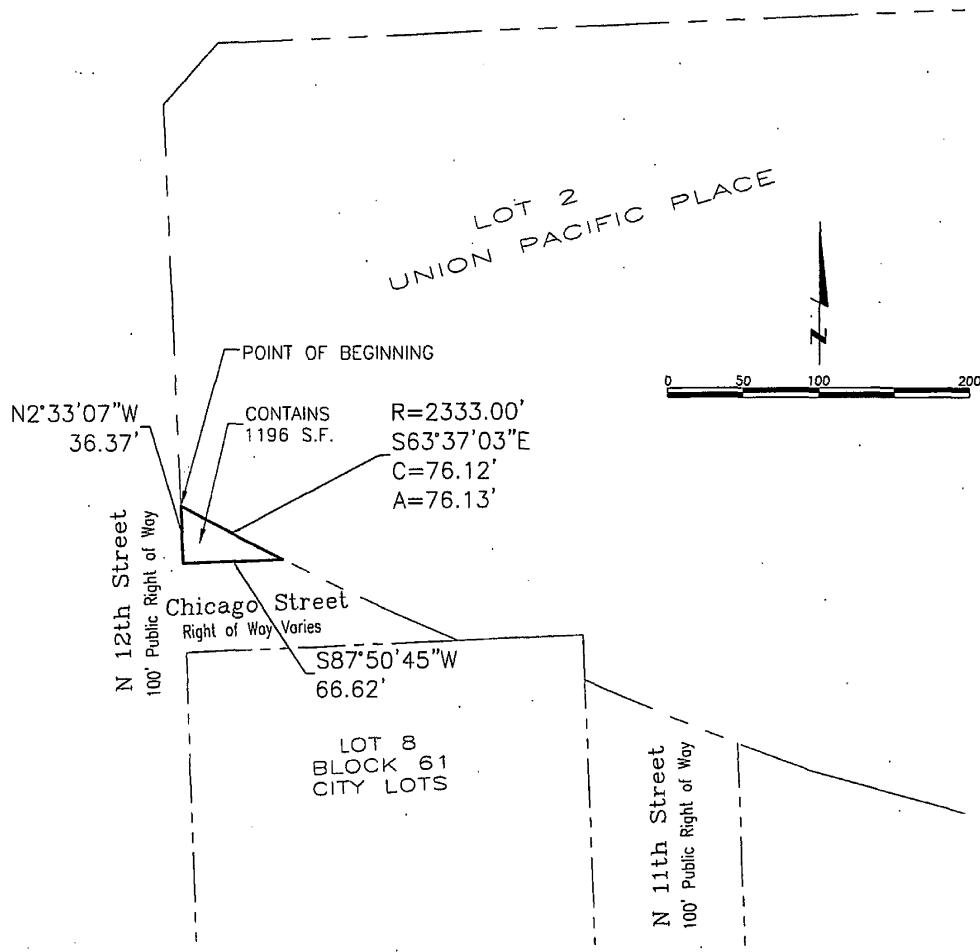
Beginning at the southwest corner of said Lot 2;


Thence along a curve to the left (having a radius of 2333.00 feet and a long chord bearing South 63°37'03" East (bearings referenced to the Final Plat of UNION PACIFIC PLACE) for 76.12 feet) for an arc length of 76.13 feet along the south line of said Lot 2;

Thence South 87°50'45" West for 66.62 feet to the extended east right of way line of 12th Street;

Thence North 02°33'07" West for 36.37 feet to the POINT OF BEGINNING.

Contains 1196 square feet



 <p>Lamp, Rynearson & Associates, Inc. 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027</p>	<p>WWW.LRA-INC.COM (Ph) 402.496.2498 (Fax) 402.496.2730</p>	<p>drawn by: EAM designer: TLW job number-task: 01077.04-020 date: 10-15-10 book: 0177, page: file name: E101.dwg</p>
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