

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT MURDOCK OMAHA, a California Limited Partnership

hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollars (\$ 1.00 ) 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, an easement for the right to use a six foot Permanent Easement for public sidewalk use

and appurtenances thereto, ~~xxxxxxx~~ and ~~xxxxxxx~~ over the parcel of land described as follows, to-wit:

\*along part of Lots 1 & 8

Starting at the Southeast corner of Block 118, original City of Omaha, Douglas County, Nebraska. Thence 88.08 feet North along East property line to the POINT OF BEGINNING. Thence a distance of 4.33 feet bearing of which is N 45° 00'00" W to a point of curvature; thence 40.06 feet along the arc of circular curve to the right which has a radius of 51 feet and a chord, the length and bearing of which are 39.03 feet and N 22° 30'00" W, respectively; thence 30 feet North parallel to East property line, to a point of curvature; thence 40.06 feet along the arc of a circular curve to the right which has a radius of 51 feet and a chord, the length and bearing of which are 39.03 feet and N 22° 30'00"E, respectively; thence a distance of 4.33 feet bearing of which is N 45° 00'00"E to a point on East property line; thence 8.53 feet South on the East property line to a point; thence 33.64 feet along the arc of circular curve to the left which has a radius of 45 feet and a chord, the length and bearing of which are 32.863 feet and S 21° 24'56"W, respectively; thence 30 feet South parallel to the East property line to a point of curvature; thence 33.64 feet along the arc of the circular curve to the left which has a radius of 45 feet and a chord, the length and bearing of which are 32.863 feet and S 21° 24'56.5"E to a point on the East property line; thence 8.53 feet South along the East property line to the POINT OF BEGINNING.

(A sketch of location is attached hereto.)

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 using said SIX foot Permanent Easement rights for public sidewalk use

at the will of the CITY. The GRANTOR may, following construction of said sidewalk for public use

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, 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.
2. That Grantor shall be soley responsible for replacement or maintenance as becomes necessary to repair any and all damage to the sidewalk within the Permanent Easement strip described above in order to maintain said sidewalk in a safe condition for public use.
3. 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 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 easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
4. That said easement is granted upon the condition that the grantor / will 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 of public sidewalk.
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 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.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 26th day of August A.D., 19 80.

*Lilymae Penton*  
XXXXXXXXXXXXXXXXXXXX Witness

MURDOCK OMAHA  
*David H. Murdock*  
David H. Murdock, General Partner

Corporate

By

President

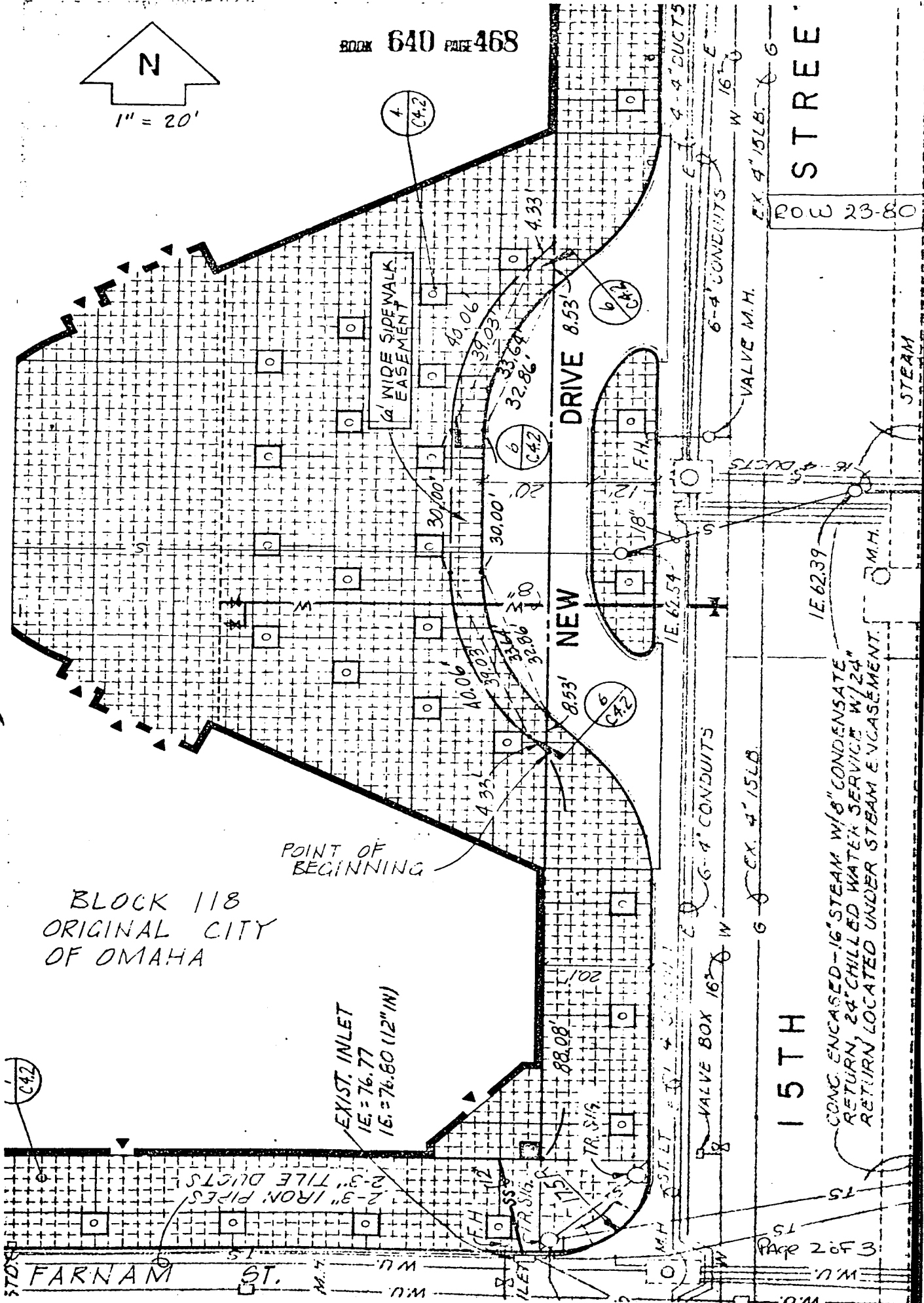
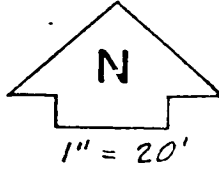
Attest

Secretary

(Acknowledged on reverse side hereof)



POOR INSTRUMENT FILED



BLOCK 118 ORIGINAL CITY OF OMAHA

POINT OF BEGINNING

EXIST. INLET  
IE = 76.77  
IE = 76.60 (12" IN)

15TH

CONC. ENCASED - 16" STEAM W/ 8" CONDENSATE RETURN, 24" CHILLED WATER SERVICE W/ 24" RETURN LOCATED UNDER STEAM EASEMENT.

CONSENT AND APPROVAL

The undersigned TWO TOWERS, INC., a Nebraska corporation, as the owner of the fee estate of the land described in that certain Ground Lease dated April 28, 1980 between TWO TOWERS, INC., as Lessor, and MURDOCK OMAHA, as Lessee, evidenced by short form thereof filed May 9, 1980 in Book 632 at Page 727 in the Miscellaneous Records, Douglas County, Nebraska, does hereby consent to, ratify and approve the foregoing Permanent Easement granted by MURDOCK OMAHA to the CITY OF OMAHA, NEBRASKA, for use as a six foot Permanent Easement for public sidewalk as to the land described therein.

DATED this 26<sup>th</sup> day of August, 1980.

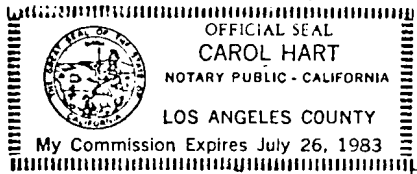


TWO TOWERS, INC.  
By [Signature] President  
By [Signature] Secretary

STATE OF CALIFORNIA )  
 ) SS.  
County of Los Angeles)

On August 27, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas J. Hutchison, known to me to be the President, and Lilymae Penton, known to me to be the Secretary of TWO TOWERS, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.



[Signature]  
Notary Public Carol Hart

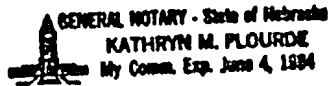
SUBORDINATION AGREEMENT

The undersigned FIRST AMERICAN TITLE INSURANCE COMPANY, as the Trustee pursuant to Deed of Trust dated April 28, 1980 made by MURDOCK OMAHA, as Trustor, for the benefit of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Beneficiary, and filed May 9, 1980 in Book 2381 at Page 483 in the Mortgage Records, Douglas County, Nebraska, does hereby acknowledge and agree that the lien of the said Deed of Trust is and shall be subject to and subordinate in effect to the foregoing Permanent Easement granted by TWO TOWERS, INC. to the CITY OF OMAHA, NEBRASKA, for use as a six foot Permanent Easement for public sidewalk as to the land described therein.

DATED Sept. 18, 1980. FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee  
By [Signature]  
Title Reg. V.P.

Notary Acknowledgement

WITNESS my hand and official seal.



[Signature]  
Notary Public

*Handwritten note:* 4/1/81

RECEIVED  
1980 OCT 15 PM 12:50

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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