

CITY OF OMAHA

LEGISLATIVE CHAMBER

BOOK 759 PAGE 550

Omaha, Nebr. 19.....

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, in 1981, the City of Omaha, Murdock Omaha and several private sector donors entered into a redevelopment agreement entitled the "Memorandum of Understanding"; and,

WHEREAS, pursuant to that agreement and through such parties efforts, a 510,000 square foot office building was constructed on the east 154 feet of Block 118 and a public parking garage on the south half of Block 106, with a connecting public skywalk, were constructed; and,

WHEREAS, it has come to the City's attention that certain encroachments onto public property were necessary during the construction of this office building (the "Central Park Plaza") involving a subterranean electrical vault; and,

WHEREAS, it is desirable to clear the title to the office building by leasing such vault space to the owner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Mayor and City Clerk are hereby authorized to sign and attest, respectively, the subterranean rights lease to Murdock Omaha Limited Partnership and Central Park Plaza, Inc.

APPROVED AS TO FORM:

*[Handwritten signature]*  
CITY ATTORNEY



5404t

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

*[Handwritten signature]*  
City Clerk

*[Handwritten signature]*  
Councilmember

Adopted DEC 3 1985 7-0

*[Handwritten signature]*  
City Clerk

Approved *[Handwritten signature]* 12/15/85  
Mayor



# COPY

BOOK 759 PAGE 551

## LEASE

Lease, dated 12/3/85 1985 by and between Murdock Omaha Limited Partnership, a California limited partnership ("Murdock"), and the City of Omaha, Nebraska, a municipal corporation (the "City"), and consented to by Central Park Plaza, Inc., a Nebraska corporation.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Premises. The City leases to Murdock the real estate described on Exhibit A hereto (the "Premises").

2. Term. The term of this Lease shall begin on the date hereof, continuing through and including November 30, 2084.

3. Rent. Murdock shall remit to the City as annual rental for the Premises that amount required to be remitted pursuant to Section 34-211 of the Municipal Code of the City, including any amendments thereto which are duly enacted by the City Council for the City after the date of this Lease; provided, however, that in no event shall such annual rental exceed that amount which would be paid to the City as real property taxes if fee title to the premises were held by Murdock.

4. Use of Premises. The Premises are to be used for an electrical transformer service and air intake vault for improvements on the land described on Exhibit B or similar, incidental and/or related uses, but not for any other purpose without the written consent of the City, which consent the City agrees will not be unreasonably withheld.

5. Waste, Nuisance, or Unlawful Activity. Murdock shall not allow any waste or nuisance in the Premises, nor use or allow the Premises to be used for any unlawful purpose.

6. Repairs and Maintenance. Murdock shall repair and maintain the Premises in a proper, substantial and workmanlike manner at its own cost and expense.

7. Entry by City. The City reserves the right to enter the Premises during business hours with reasonable prior notice to inspect them, to perform required maintenance and repairs, or to make additions, alterations or modifications to any part of the Premises, and Murdock shall permit the City to do so.

(L)



8. Non-Liability of City for Damages. The City shall not be liable for any liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Murdock. Murdock shall indemnify the City from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature.

9. Liability Insurance. Murdock shall procure and maintain in force at its expense during the term of this Lease public liability insurance with respect to the Premises. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Premises. The insurance policy shall provide coverage for contingent liability of the City on any claims or losses.

10. Assignments. Murdock may not assign its interest in this Lease without the prior consent of the City Public Works Director. Any such assignment shall relieve Murdock from any further obligation under this Lease, which obligation shall be performed by the assignee. Such consent shall not unreasonably be withheld.

11. Benefits and Burdens. The rights and duties hereunder shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.



STATE OF *California* ]  
] SS.  
COUNTY OF *Los Angeles* ]

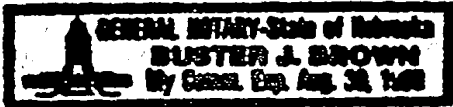
The foregoing instrument was acknowledged before me this *4th* day of *December*, 1985 by *LILYMAE PENTON, VICE PRESIDENT* of Central Park Plaza, *INC*, a Nebraska corporation, on behalf of the corporation.



*Mary Collins*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA ]  
] SS.  
COUNTY OF DOUGLAS ]

The foregoing instrument was acknowledged before me this *5th* day of *December*, 1985 by *Michael Boyle, Mayor* of The City of Omaha, Nebraska, a municipal corporation, on behalf of the municipality.



*Buster J. Brown*  
\_\_\_\_\_  
Notary Public

EXHIBIT A

That portion of the right-of-way for Douglas Street above Elevation 52.00 feet, City of Omaha datum, described as follows:

Beginning at a point on the north line of Block 118, Original City of Omaha, Douglas County, Nebraska, which is 29.25 feet west of the northeast corner of said Block 118; thence west, along said north line, a distance of 59.25 feet; thence north at right angles to said north line a distance of 14.85 feet to a point in the right-of-way for Douglas Street; thence east, along a line parallel to and 14.85 feet north of the north line of said Block 118, a distance of 59.25 feet; thence south at right angles a distance of 14.85 feet to the point of beginning;

EXCEPTING from the south 1.44 feet thereof the portion between Elevation 52.00 feet and Elevation 65.00 feet, City of Omaha datum; and

EXCEPTING therefrom all portions thereof above approximately Elevation 80.00 feet, City of Omaha datum, not required for access doors and ventilation grates serving said property and for necessary ingress to and egress from electrical and mechanical equipment or fuel storage tanks within said property; but

RESERVING therefrom unto the City of Omaha, Nebraska, a permanent easement to the extent required below said Elevation 80.00 feet for sidewalk purposes as such sidewalks now exist and for future sidewalks provided same do not in any manner block the above described access doors and ventilation grates serving the said property; and

FURTHER RESERVING therefrom unto the City of Omaha, Nebraska, or to such public utility companies as it may designate, a permanent easement for installation, maintenance and operation of and ingress to and egress from any transformers or other equipment which serve improvements now or hereafter constructed on the east 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, and the east 154.45 feet of the vacated alley in said Block 118.



EXHIBIT B

The East 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, together with the East 154.45 feet of the vacated East-West alley.



# STATE OF NEBRASKA

ROBERT KERREY • GOVERNOR • LOUIS E. LAMBERTY • DIRECTOR-STATE ENGINEER

December 2, 1985

BOOK 759 PAGE 557

Mr. Joseph Mangiamelli  
Engineering Services Manager  
City of Omaha, Public Works Department  
Omaha/Douglas County Civic Center  
1819 Farnam Street  
Omaha, NE 68183

Re: Real Estate Lease - Douglas Street between 15th and 16th Streets

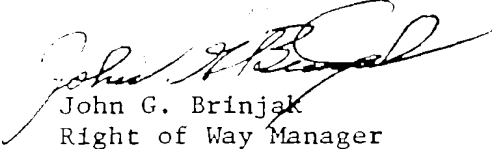
Dear Mr. Mangiamelli:

This is to inform you that the State of Nebraska, Department of Roads has no objections to the proposed lease as presented to this office between the City of Omaha and Murdock Omaha Limited Partnership for that portion of Douglas Street Right of Way located between 15th and 16th Street to be used for an electrical transformer service vault, an air intake structure and for a diesel fuel storage tank used in conjunction with the improvements located on the East 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, together with the East 154.45 feet of the vacated East-West alley in said Block. However, this lease may not be assigned after the assignment of the lease by Murdock. Also, as stated in the attached letter from the Federal Highway Administration, the leased premises shall not be utilized for advertising purposes or in any way interfere with traffic or pedestrian movement.

We wish to thank you for allowing us to have the opportunity to review this lease. If you should have any questions regarding this matter, please feel free to contact this office at your convenience.

Yours truly,

DEPARTMENT OF ROADS

  
John G. Brinjak  
Right of Way Manager  
Division of Right of Way



A PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

THE OMAHA BUILDING  
1650 FARNAM STREET  
OMAHA, NEBRASKA 68102

(402) 346-6000

ATLANTA  
DENVER  
WASHINGTON

December 5, 1985

Herbert M. Fittle, Esq.  
City Attorney for the  
City of Omaha  
1819 Farnam Street  
Omaha, NE 68102

Re: Central Park Plaza

Dear Mr. Fittle:

We represent Murdock Omaha Limited Partnership, a California limited partnership. Please be advised that we have discussed with our client the changes which have been made with respect to item 10 of the Lease of a certain right-of-way for Douglas Street above Elevation 52.00 feet, City of Omaha, datum (as further described therein).

Our client has advised us that they have reviewed the changes and do approve of those changes and they have asked us to inform you of their approval.

Sincerely,

  
Gregory M. Gorski

psm

cc: Mrs. Mary Galligan Cornett

CERTIFICATE OF SECRETARY  
OF  
CENTRAL PARK PLAZA, INC.


The undersigned, being the duly elected and acting Secretary of Central Park Plaza, Inc., a Nebraska corporation, does hereby certify that the following persons are the duly elected incumbents of the offices set forth by their respective names below:

David H. Murdock	President
Ronald E. Douglas	Vice President
Lilymae Penton	Vice President, Secretary and Treasurer
Gerald Tyler	Vice President

And said persons are authorized to execute or endorse documents and instruments on behalf of Central Park Plaza, Inc. including but not limited to deeds and instruments of conveyance and related documents concerning the sale of that property commonly known as the "Central Park Plaza."

**IN WITNESS WHEREOF**, I have this day set my hand and affixed the seal of Central Park Plaza, Inc. hereto.

Dated this 4th day of December, 1985.

  
\_\_\_\_\_  
Lilymae Penton, Secretary

