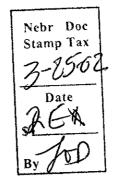


3K 22Ø6 PG 1Ø9-111



DEED

2002 03948



RICHARD H. TAKEOM REGISTER OF DEEDS DOUGLAS COUNTY, HE OZ MAR 25 AM 10: 18

## CORPORATE SPECIAL WARRANTY DEED PUBLIC PURPOSES

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section
(Tim Phelan, RAW Agent)

FOR OFFICE USE ONLY
Project: West Dodge Road widening, 84<sup>th</sup> St.
to Regency Pkwy

City Proj. No.: Tract No.: Address:

8601 West Dodge Rd. Omaha, Nebraska

#### KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 26 day of February, 2002, AD, between Nebraska Methodist Health System, Inc. a Nebraska non-profit corporation, and herein known as the "GRANTOR," whether one or more, for and in consideration of the sum of Seventeen thousand three hundred and 00/100 dollars (\$17,300.00) and other good and valuable consideration, in hand paid, do hereby grant, bargain, sell, convey, and confirm for public purposes unto the City of Omaha, Nebraska, a Municipal Corporation, organized and existing under and by virtue of the Laws of the State of Nebraska, herein known as the "CITY," the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

#### SEE ATTACHED EXHIBIT "A"--LAND ACQUISITION LEGAL DESCRIPTION

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments, and appurtenances thereunto belonging, unto said CITY and its successors and assigns forever.

And the said GRANTOR, for itself and its successors, does hereby covenant and agree to and with the said CITY, and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its successors to warrant and defend the said premises against the lawful claims of all persons claiming by, through or under the GRANTOR.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed this 28 day of February, 2002.

Nebraska Methodist Health System, Inc. a Nebraska	non-profit corporation
	1 1650
	all FEE FB 5 109 30
President Na	3 BKPC/OCOMP(1)
//ec-President \	DEL SCANCE FV
STATE OF NEBRASKA )	
) SS	
COUNTY OF DOUGLAS )	
On this 28 day of February 2002 before	e me, a Notary Public in and for said County, personally
came String Elleranas of	Nebraska Methodist Health System, Inc. a Nebraska non-
profit corporation to me personally known to be the	e President of said corporation and the identical person
whose name is affixed to the foregoing instrume	ent, and acknowledged the execution thereof to be his
voluntary act and deed as such officer and the volun	tary act and deed of said Corporation.

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

NOTARY PUBLIC

Notary Seal:

GENERAL NOTARY-State of Nebraska
LINDA KAZAKEVICIUS
My Comm. Exp. Aug. 17, 2002

### Exhibit "A"

#### Tract 3

#### Owner's Legal

Lot 2, Dodge Plaza, An Addition To The City Of Omaha, As Surveyed, Platted And Recorded In Douglas County, Nebraska.

#### New R-O-W Acquisition Legal

Beginning At The Northwest Corner of Lot 2, Said Corner Being On A 3164.16 Foot Radius Curve Concave To The South, Thence Easterly Along The Northerly Line Of Said Lot 2 And Said Curve, An Arc Distance Of 75.8 Feet, The Chord Of Said Curve Bears S 85°09'26" E (Assumed Bearing) A Distance Of 75.8 Feet To The Point Of Curvature Of A 114.0 Foot Radius Curve Concave To The Southeast, The Chord Of Said Curve Bears S 73°41'49" W, A Distance Of 52.1 Feet; Thence Southwesterly, Along Said 114.0 Foot Radius Curve, An Arc Distance Of 52.5 Feet To The Point Of Reverse Curvature Of A 56.00 Foot Radius Curve Concave To The North, The Chord Of Said 56.00 Foot Radius Curve, An Arc Distance Of 27.3 Feet To A Point On The Westerly Line Of Said Lot 2; Thence N 01°43'34" E, Along The Westerly Line Of Said Lot 2, A Distance Of 28.3 Feet To The Point Of Beginning Containing An Area Of 1018.8 Square Feet, More Or Less.

#### Temporary Construction Easement Legal

The West 80.2 Feet Of The North 40.1 Feet Of Said Lot 2; And The East 20.2 Feet Of The West 100.4 Feet Of The North 20.1 Feet Of Said Lot 2, Excluding The Above Described New R-O-W Acquisition; Total Area Of The Above Described Temporary Construction Easement Containing An Area Of 2617.0 Square Feet, More Or Less.

# CITY OF OMAHA PUBLIC WORKS DEPARTMENT

Owner(s) . Address	Dodge Investments, LTD.  8001 A Limited Partnership  8601 West Dodge Road			LAND ACQUISTION PERMANENT EASEMENT	1018.8 S.F. S.F.
	Omaha, NE			TEMPORARY EASEMENT	<u>2617.0</u> S.F.
PROJECT TRACT NO		Revisio	ompleted: n Date: n Date:	05/29/2001 08/06/2001	Page 1 of 2

