



CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, herein called the "Grantor", whether one or more, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, in consideration of **SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS, (\$6,900.00)**, received from *Grantee*, does grant, bargain, sell, convey and confirm unto **ULCH BROS. INVESTMENTS, LLC**, a Nebraska Limited Liability Company, herein called the "Grantee", whether one or more, the following described real property in Lancaster County, Nebraska:

Lots 9 and 12, Block 3, Cottage Home Addition and Lot 2, Block 6, Antelope Valley
1ST Addition, Lincoln, Lancaster County, Nebraska

Grantor hereby further excepts and reserves in perpetuity to itself and on behalf of the public a conservation easement over the above describe premises to restrict the use of said premises to open space to protect and preserve the drainage way and natural flood plain values, include flood storage capacity, conveyance and functional integrity of said premises relative to the flood plain and to restrict development and future use of said premises that will significantly impair or interfere with the use of open space values of said premises. In order to accomplish the purpose of this conversation easement, the following practices and uses shall be prohibited in the easement area:

- (a) Construction or placement of fill material, cement, buildings, fences, signs, or any other structure;
- (b) Any other use or practice that would adversely impact the flood storage capacity.
- (c) Exception for the above is a non-habitable accessory structure with a flow through crawl space that meets city, state and federal flood plain standards. The non-habitable accessory structure will be subject to applicable flood plain insurance requirements without placement of fill material and must have a minimum low floor elevation of one (1) foot above the base flood elevation (two (2) to three (3) feet is recommended as this will lower the cost of flood insurance significantly).

The *Grantor* shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles and equipment for the purpose of inspecting, maintaining, protecting, or enhancing the easement area as the *Grantor* may deem necessary or desirable. The *Grantor* will

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attempt to give reasonable notice to *Grantee* prior to entering the property for the above purposes. This easement may be released by the City pursuant to the provisions of Neb. Rev. Stat. 76-2113.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the *Grantee* and to *Grantee's* heirs and assigns forever.

And the *Grantor* for itself and its successors does hereby covenant with the grantee and with *Grantee's* heirs and assigns that *Grantor* is lawfully seized of said premises; that they are free from encumbrances, except easements and restrictions of record; that *Grantor* has good right and lawful authority to convey the same; and that *Grantor* warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

In witness whereof, *Grantor* has hereunto caused its corporate seal to be affixed and these presents signed by its Mayor.

Dated this 22nd day of Dec, 2015

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

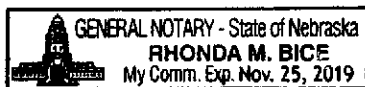
By: [Signature]
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA
COUNTY OF LANCASTER } ss:

On December 22, 2015, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)



[Signature]
Notary Public