



Project No: S.P. 87-16
Tract No: 4-B
Address: 3321 So. 72 Street
Omaha, NE 68106

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT *Omaha Hotel, Inc.*, a Kansas Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Fifteen Thousand Three Hundred and No/100 Dollars (\$15,300.00) and other valuable considerations, 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, a permanent easement for the right to construct, maintain and operate a Grover Street Improvement, and appurtenances thereto, in, 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 CITY, 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 Grover Street Improvement at the will of the CITY. The GRANTOR may, following construction of said Grover Street Improvement 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, nor any grading, fill or fill material, or embankment work, 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. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Grover Street Improvement, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
3. This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That CITY 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.
5. 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 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 CITY and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.
6. That said permanent easement is granted upon the condition that the CITY may 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.
7. The City reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
8. That this instrument contains the entire agreement of the parties; that there are no other or 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:

WHEN RETURNED RETURN TO:
PUBLIC WORKS - 60-W 96-18

00547 # 55-22020
FEE 1/50 R32-292 FB
DEL C/O COMP VP
LEGAL PG 18 SCAN 711 FV

GEORGE J. DUGLEWICZ
REGISTERED CLERK
DOUGLAS COUNTY, NE

Jan 17 3 41 PM '96

RECEIVED

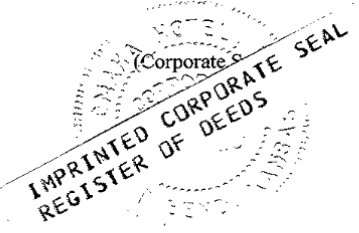
PERMANENT EASEMENT
Page Two (2)
Omaha Hotel, Inc.
Tract No 4-B

- a) CITY agrees to design and construct the pillar support haunches for the GRANTOR. Haunches will be constructed and made a part of the new retaining walls, and detailed in City's Grover Street Construction Plans, Special Project No. 87-16, and attached to this easement contract document.
- b) CITY shall be responsible for the repair and/or future maintenance of the retaining walls and support haunches. Ownership of the retaining walls and support haunches is reserved to the CITY and its successors and assigns.
- c) GRANTOR agrees to design, construct, repair and/or maintain the new fencing pillars and all other fencing materials. Said pillars and fencing to be placed on top of the new retaining walls and support haunches. Ownership of the fencing and pillars is reserved to the GRANTOR and its successors and assigns.
- d) GRANTOR is allowed to request modifications and/or design changes to said retaining wall during construction, and CITY agrees to make changes to said wall, subject to the CITY and GRANTOR agreeing to any proposed design changes and modifications.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 17th
day of January, 1996 TB 01/17/96

47-0488680
(Federal I.D. No.)

Omaha Hotel, Inc.
(Name of Corporation)
Leonard F. Harper President
(Name and Title)



ATTEST:
Leonard F. Harper President
(Name and Title)

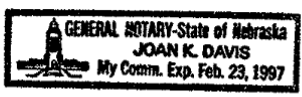
CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Douglas) SS

On this 17 day of January, 1996, before me, a Notary Public
in and for said County, personally came Leonard F. Harper,
President, of Omaha Hotel, Inc,
(Title) (Name) (Name of Corporation)
a _____ Corporation, and, _____,
(State) (Name)
_____ of said Corporation, to me personally known to be the respective
(Title)

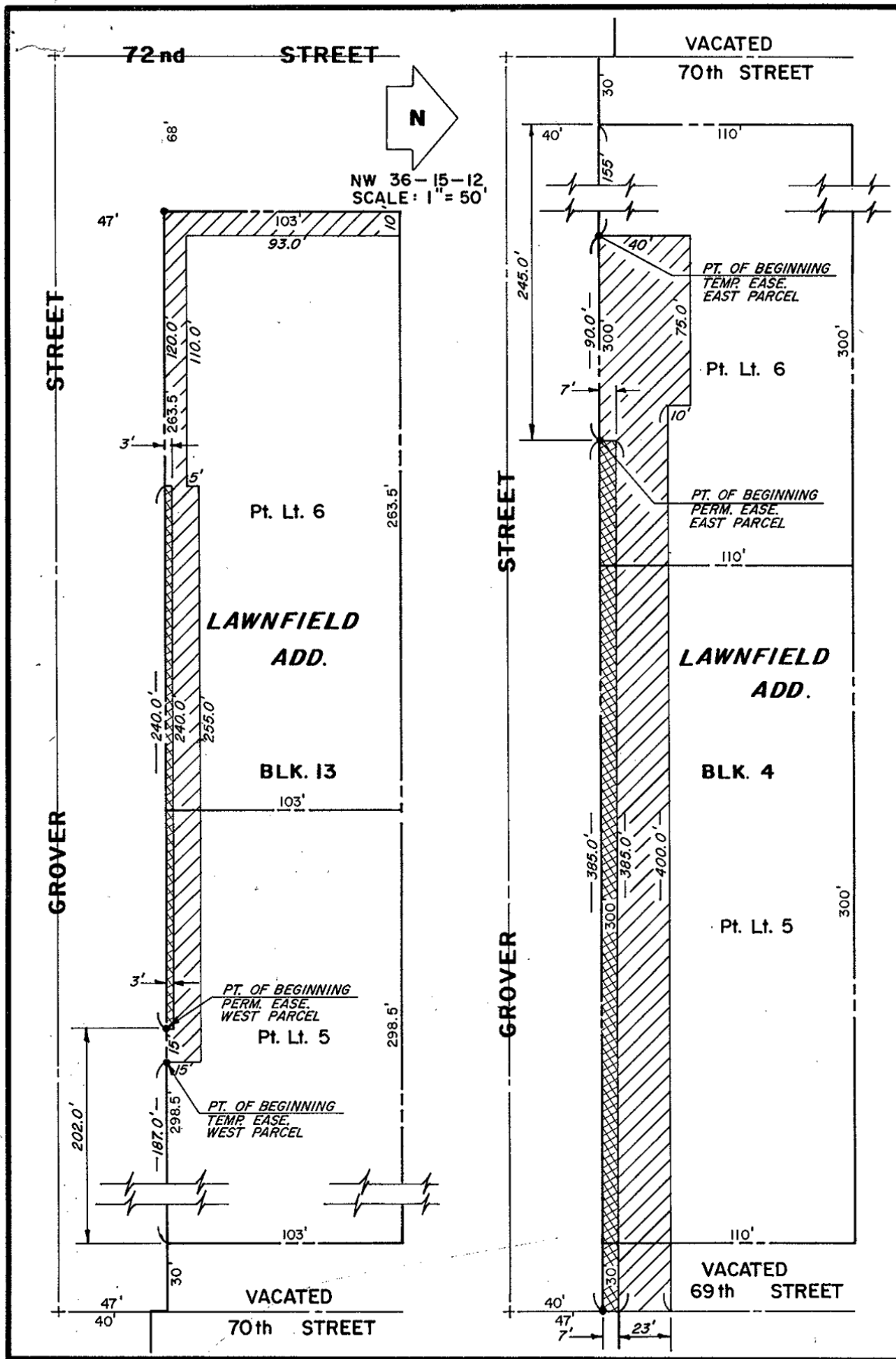
officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

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



Joan K Davis
(Notary Public)

My Commission expires _____
ROW/S.P. 87-16/TRACT 4-B



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION _____ S.F.	PROJECT NO. S.R 87-16
	PERMANENT EASEMENT 3,415 S.F.	TRACT NO. 4
	TEMPORARY EASEMENT 17,540 S.F.	

Exhibit "A"

Owner's Legal Description

Lots 1-10 inclusive, of Block 13, along with Lots 1-10 inclusive, of Block 4, all in Lawnfield Addition, City of Omaha, Douglas County, Nebraska, together with vacated 70th Street lying between the South ROW line of Hascall Street and the North ROW line of Grover Street, together with that portion of vacated 69th Street abutting Lots 1-5 of Block 4 on the East, and together with the South 1/2 of vacated Hascall Street abutting Lot 1 of Block 4 on the North and lying between the East ROW line of 69th Avenue and the West ROW line of 69th Street, and excepting the following areas taken for street and/or road purposes: the South 10 feet of Lots 5 and 6 of Block 4 taken for Grover Street ROW; the South 17 feet of Lots 5 and 6 of Block 13 taken for Grover Street ROW; and the West 35.0 feet of Lots 6-10 of Block 13 taken for 72nd Street ROW, all within Lawnfield Addition, City of Omaha, Douglas County, Nebraska.

Permanent Easement Legal Description

West Parcel:

The North 3.0 feet of the South 20.0 feet of the East 138.5 feet of Lot 6, Block 13, together with the North 3.0 feet of the South 20.0 feet of the West 96.5 feet of Lot 5, Block 13, all in Lawnfield Addition, an addition to the City of Omaha, Douglas County, Nebraska. (said parcel contains 705 S.F.)

East Parcel:

Commencing at the Northwest corner of Lot 6, Block 4, Lawnfield; thence South along the West line of said Lot 6 for a distance of 110.0 feet and to a point on the North ROW line of Grover Street; thence North 90°00'00" East along said North ROW line of Grover Street for a distance of 245.0 feet to the point of beginning; thence continuing North 90°00'00" East along said North ROW line of Grover Street for a distance of 385.0 feet; thence North 00°00'00" East for a distance of 7.0 feet; thence South 90°00'00" West along a line parallel with the North ROW line of Grover Street for a distance of 385.0 feet; thence South 00°00'00" East for a distance of 7.0 feet to the point of beginning. (said parcel contains 2,695 S.F.)

Temporary Easement Legal Description










West Parcel

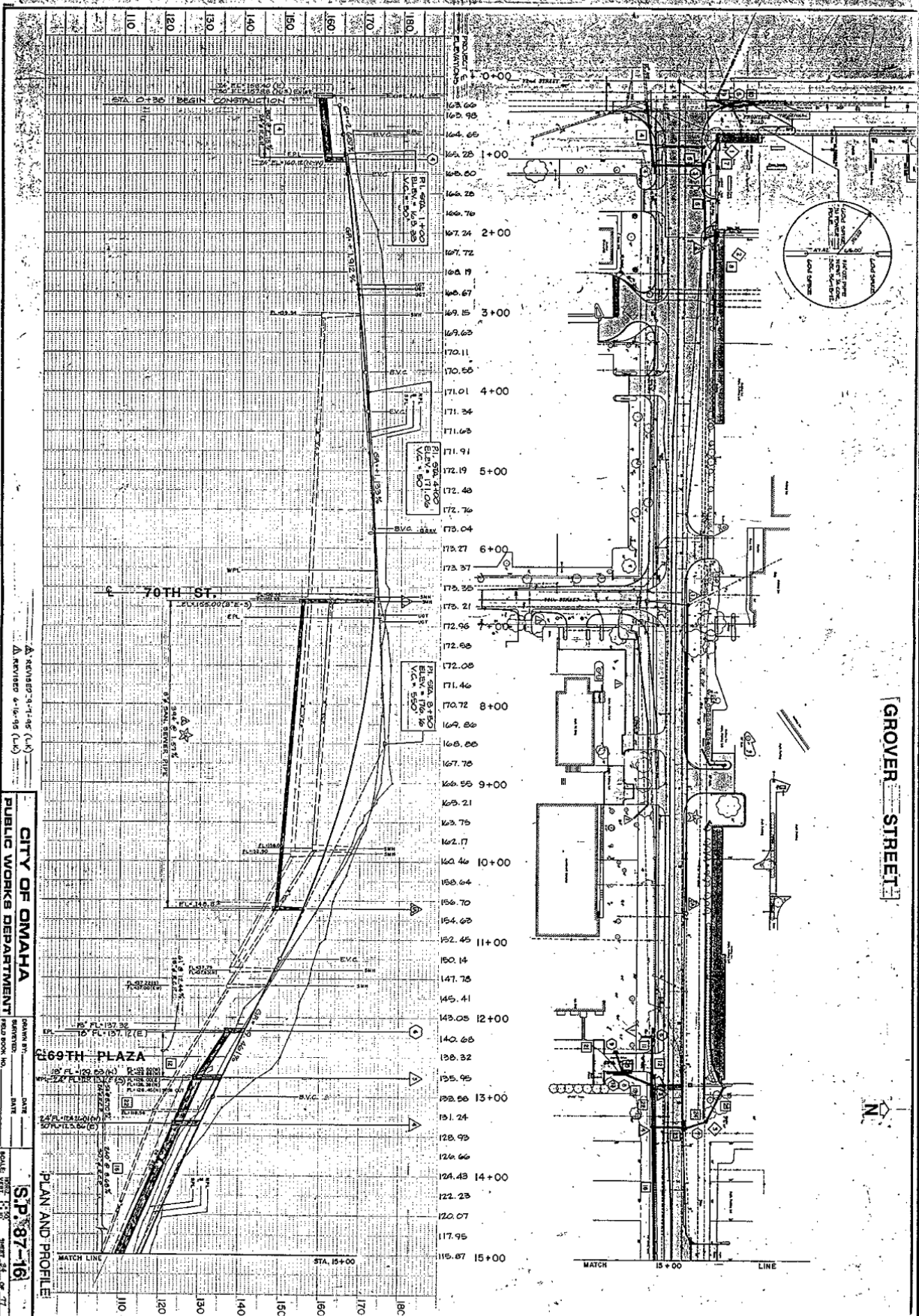
The North 12.0 feet of the South 32.0 feet of the East 138.5 feet of Lot 6, Block 13, together with the North 12.0 feet of the South 32.0 feet of the West 96.5 feet of Lot 5, Block 13, together with the North 15.0 feet of the South 32.0 feet of the East 15.0 feet of the West 111.5 feet of Lot 5, Block 13, all in Lawnfield Addition, an addition to the City of Omaha, Douglas County, Nebraska. (said parcel contains 3,045 S.F.)

East Parcel:

Commencing at the Northwest corner of Lot 6, Block 4, Lawnfield; thence South along the West line of said Lot 6 for a distance of 110.0 feet to the North ROW line of Grover Street; thence South 90°00'00" East along said North ROW line of Grover Street for a distance of 155 feet and to the point of beginning; thence North 00°00'00" East for a distance of 40.0 feet; thence South 90°00'00" East along a line parallel with said North ROW line of Grover Street for a distance of 75.0 feet; thence South 00°00'00" East for a distance of 10.0 feet; thence South 90°00'00" East along a line parallel with said North ROW line of Grover Street for a distance of 400.0 feet; thence South 00°00'00" East for a distance of 23.0 feet; thence South 90°00'00" West along a line parallel with the said North ROW line of Grover Street for a distance of 385.0 feet; thence South 00°00'00" East for a distance of 7.0 feet; thence North 90°00'00" West along said North ROW line of Grover Street for a distance of 90.0 feet and to the point of beginning. (said parcel contains 12,305 S.F.)

CITY OF OMAHA Public Works Department

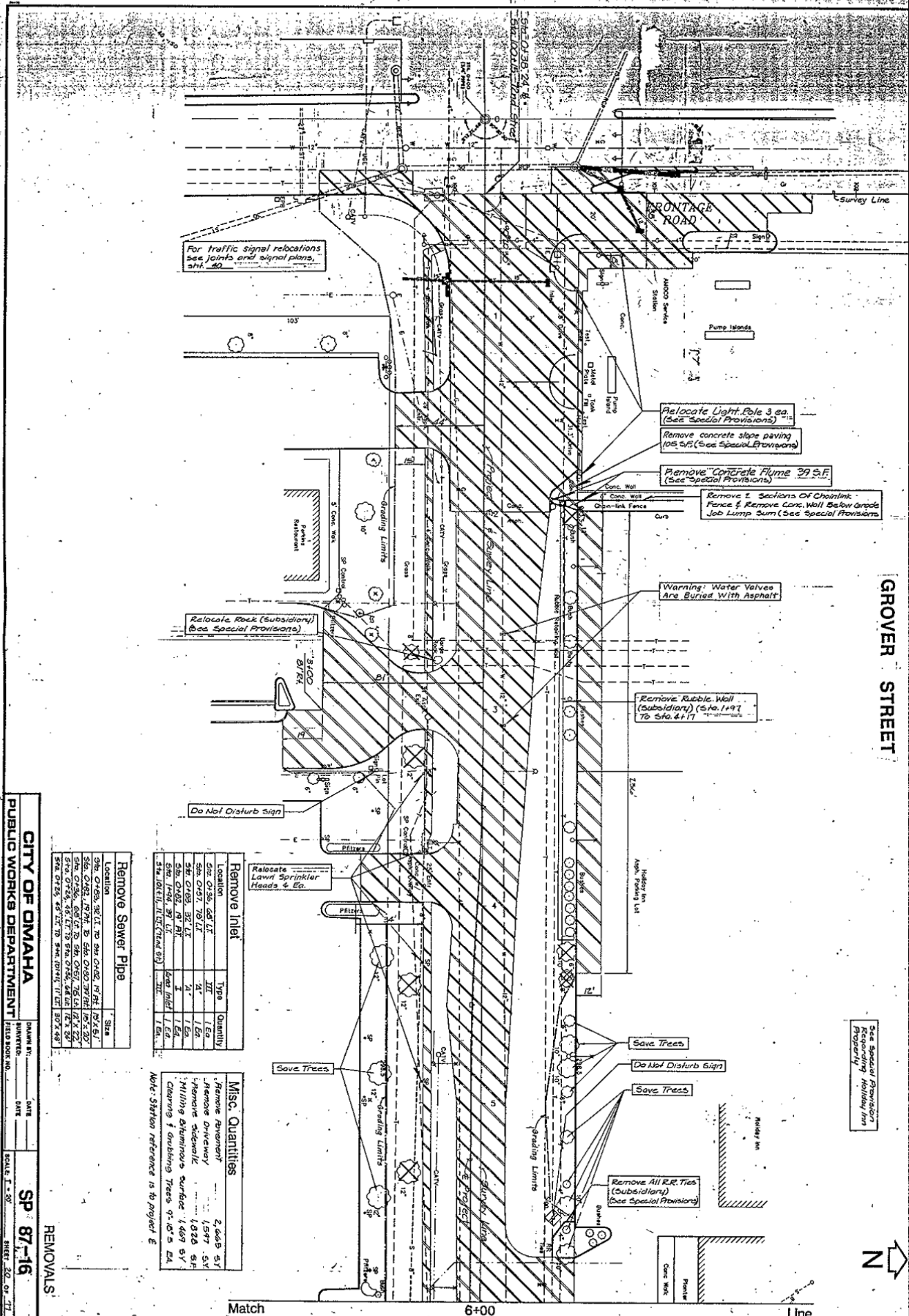
<p>Owner(s) Omaha Hotel, Inc. Address 3321 So. 72nd Street Omaha, NE 68106</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;"></td> <td>Land Acquisition _____ S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement _____ 3,400 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement _____ 15,350 S.F.</td> </tr> </table>		Land Acquisition _____ S.F.		Permanent Easement _____ 3,400 S.F.		Temporary Easement _____ 15,350 S.F.
	Land Acquisition _____ S.F.						
	Permanent Easement _____ 3,400 S.F.						
	Temporary Easement _____ 15,350 S.F.						
<p>Project No. S.P. 87-16</p>	<p>Date Prepared: 01/04/95</p>						
<p>Tract No. 4-B</p>	<p>Revision Date(s): 2/15/95; 3/16/95</p>						



Δ REVISION 3-1-1-87 (L.S.)
 Δ REVISION 2-18-95 (L.S.)

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

DESIGN BY: _____ DATE: _____
 DRAWN BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____
 SCALE: 1" = 20'
S.P. 87-16
 SHEET 24 OF 27



GROVER STREET

See Special Provisions
Property Noted on Plan



For traffic signal relocations
see joints and signal plans,
sheet 80

Relocate Light Pole 3 ea.
(See Special Provisions)

Remove concrete slope paving
105 S.F. (See Special Provisions)

Remove Concrete Flume 39 S.F.
(See Special Provisions)

Remove 2 Sections Of Chainlink
Fence & Remove Conc. Wall Below Grade
Job Lump Sum (See Special Provisions)

Warning: Water Valves
Are Buried With Asphalt

Remove Rubble Wall
(Subsidiary) (Sta. 1+97
To Sta. 4+17)

Relocate Rock (Subsidiary)
(See Special Provisions)

Do Not Disturb sign

Relocate Lawn Sprinkler
Heads & Etc.

Save Trees

Do Not Disturb sign

Save Trees

Remove All R.R. Ties
(Subsidiary)
(See Special Provisions)

Location	Type	Quantity
550+0.36, 681.17	71"	1 EA
550+0.51, 702.17	41"	1 EA
550+0.95, 32.17	21"	1 EA
550+0.95, 19.17	31"	1 EA
550+1.94, 37.17	42" Inlet	1 EA
550+10.00, 11.00 (STAND 93)	71"	1 EA

Misc. Quantities	Quantity
Remove pavement	2,665 S.Y.
Remove driveway	1,597 S.Y.
Remove sidewalk	1,026 S.F.
Mill/ing bituminous surface	1,489 S.Y.
Clearing & grubbing trees 9" or less dia.	EA

Note: Station reference is to project E

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: 1" = 30'

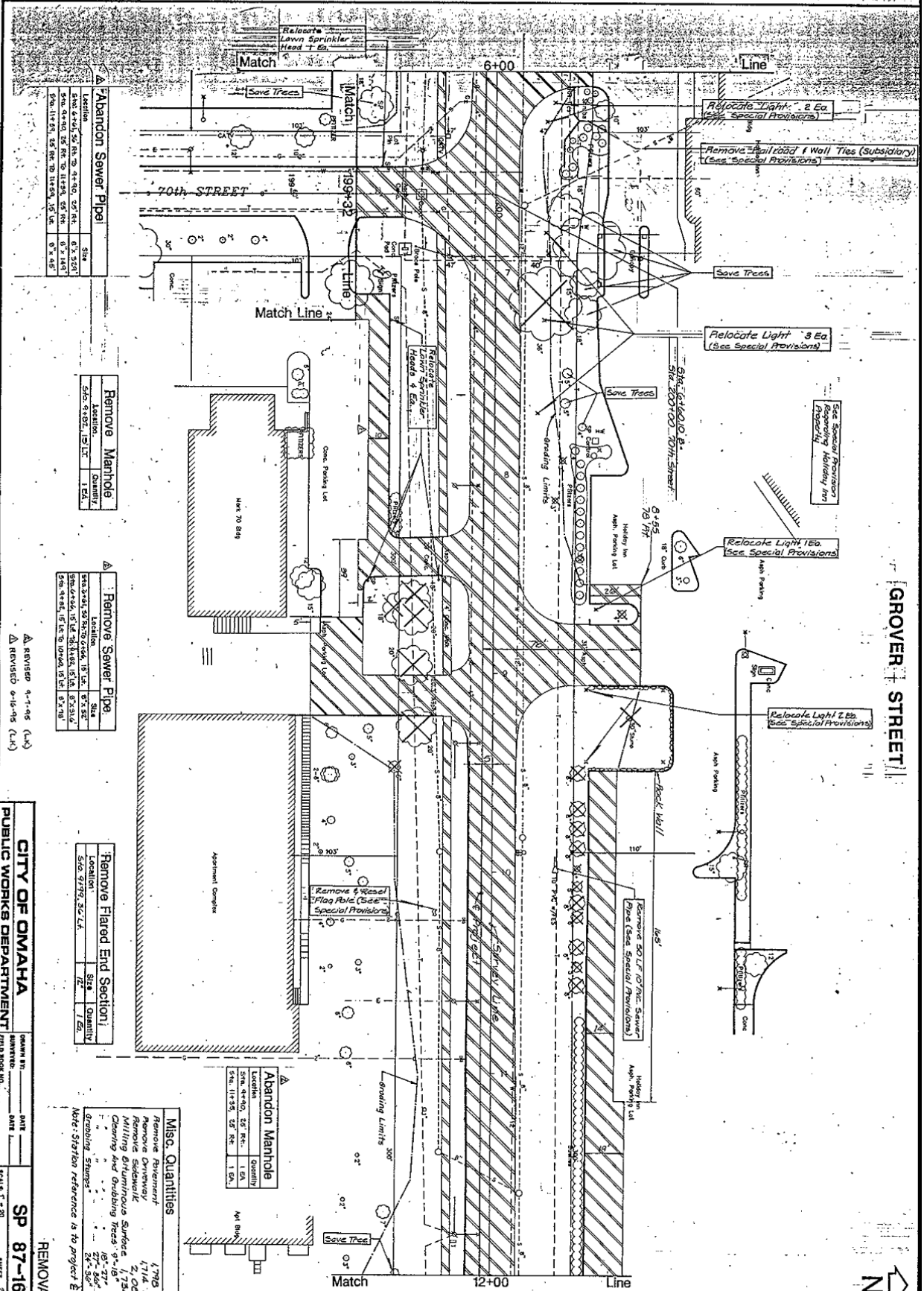
REMOVALS
SP 87-16
SHEET 202 OF 211

Match

6+00

Line.

GROVER STREET



Abandon Sewer Pipe			
Location	Size	Quantity	Notes
Sta. 6+00.00 to 6+40.00	36" Dia.	1 EA.	See Special Provisions
Sta. 6+40.00 to 6+60.00	36" Dia.	1 EA.	See Special Provisions
Sta. 6+60.00 to 6+80.00	36" Dia.	1 EA.	See Special Provisions
Sta. 6+80.00 to 7+00.00	36" Dia.	1 EA.	See Special Provisions

Remove Manhole			
Location	Size	Quantity	Notes
Sta. 6+75.00, 15' E.C.	1 EA.	1 EA.	See Special Provisions

Remove Sewer Pipe			
Location	Size	Quantity	Notes
Sta. 6+00.00 to 6+40.00	36" Dia.	1 EA.	See Special Provisions
Sta. 6+40.00 to 6+60.00	36" Dia.	1 EA.	See Special Provisions
Sta. 6+60.00 to 6+80.00	36" Dia.	1 EA.	See Special Provisions
Sta. 6+80.00 to 7+00.00	36" Dia.	1 EA.	See Special Provisions

Remove Flared End Section			
Location	Size	Quantity	Notes
Sta. 6+75.00, 30' L.A.	1 EA.	1 EA.	See Special Provisions

Abandon Manhole			
Location	Size	Quantity	Notes
Sta. 11+35.00, 57' R.C.	1 EA.	1 EA.	See Special Provisions

Misc. Quantities	
Remove Reinforcement	1,790 SY
Remove Concrete	1,734 SY
Milling Bituminous Surface	1,734 SY
Cleaning and Grubbing Trees	9'-16" 2 EA.
	16'-27" 3 EA.
	27'-36" 1 EA.

Note: Station reference is to project & drawing sheets.

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
 DRAWN BY: _____ DATE: _____
 SUPERVISOR: _____
 FIELD BOOK NO.: _____
 SHEET 21 OF 71
SP 87-16
REMOVALS

REVISIONS

Match

704th STREET

Match Line

Match

Match

Match

Match

Match

Match

Match

Match

Match

Match

6+00

6+40

6+80

7+00

7+40

7+80

8+20

8+60

9+00

9+40

9+80

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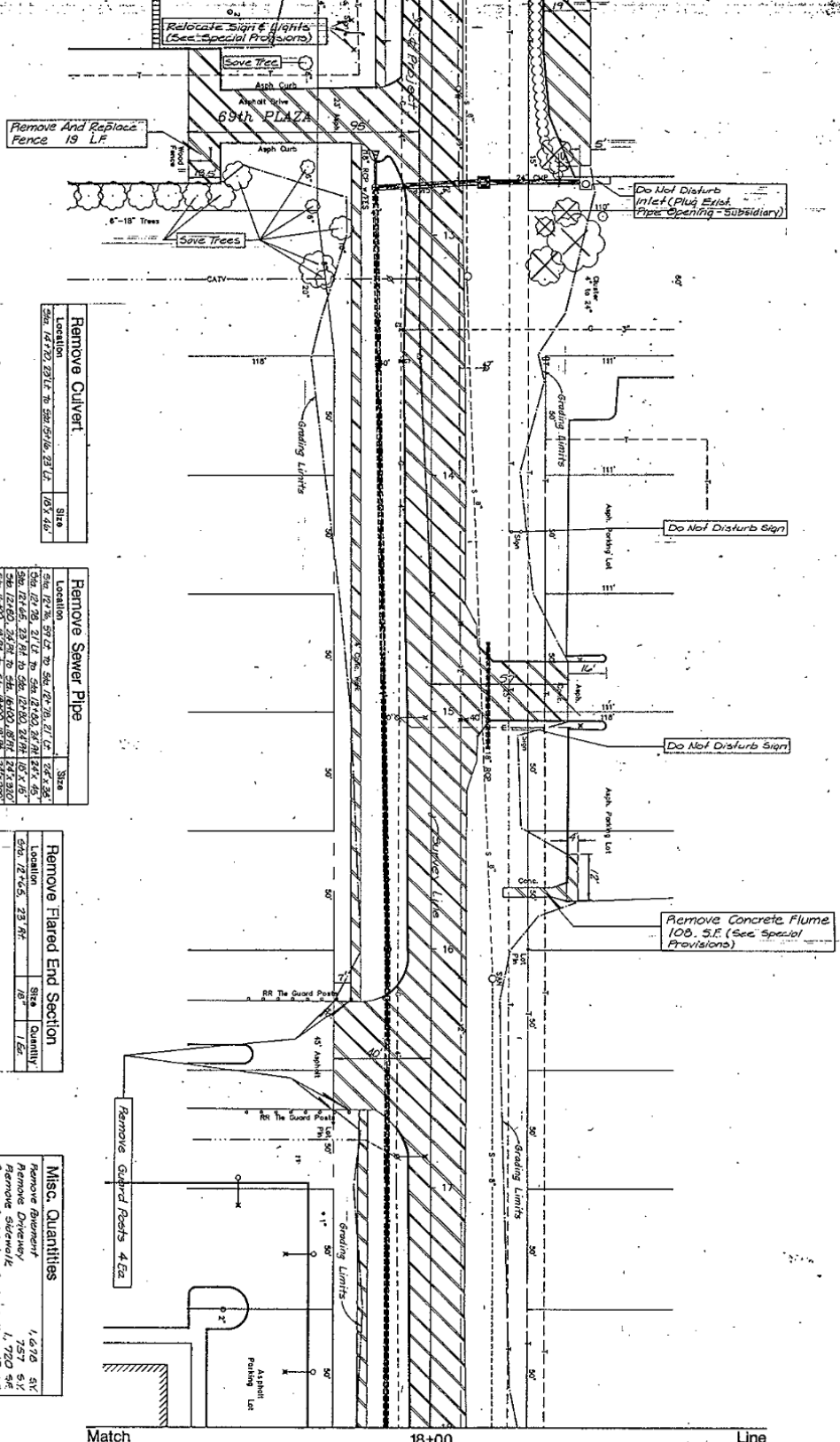
Remove Manhole

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GROVER STREET



Match 12+00 Line



Match 18+00 Line

Location	Size
526. 127+72, 23 LF to 526. 57+16, 23 LF	18" x 48"

Location	Size
526. 127+30, 57 LF to 526. 22+78, 27 LF	18" x 24"
526. 127+28, 27 LF to 526. 12+00, 27 LF	24" x 48"
526. 12+00, 27 LF to 526. 16+00, 27 LF	18" x 18"
526. 16+00, 27 LF to 526. 16+00, 27 LF	24" x 24"
526. 16+00, 27 LF to 526. 16+00, 27 LF	24" x 24"

Location	Quantity
526. 12+00, 27 LF	1 Ea
526. 16+00, 27 LF	1 Ea

Location	Size	Quantity
526. 127+45, 23 LF	18"	1 Ea

Location	Type	Quantity
526. 127+75, 22 LF	5/8" Dia	7 Ea

Misc. Quantities	Quantity
Remove Bannock	1, 678 5/8"
Remove Driveway	1, 757 5/8"
Remove Sidewalk	1, 720 5/8"
Remove Combination Curb/Gutter	17 LF
Killing Stump/Remove Surface	1, 678 5/8"
Clearing and Pruning Trees	9'-18" 5 EA

Note: Standard reference is to project &

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 FILE NO: _____

SP 87-16
 SCALE: 1" = 20'
 SHEET 22 OF 27

REMOVALS

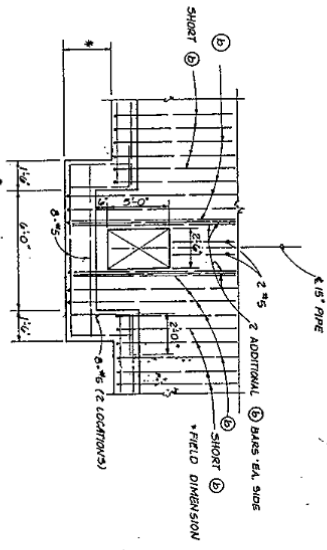
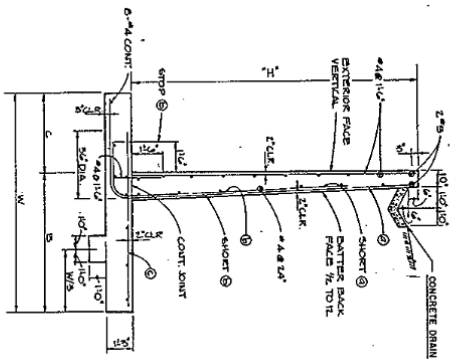
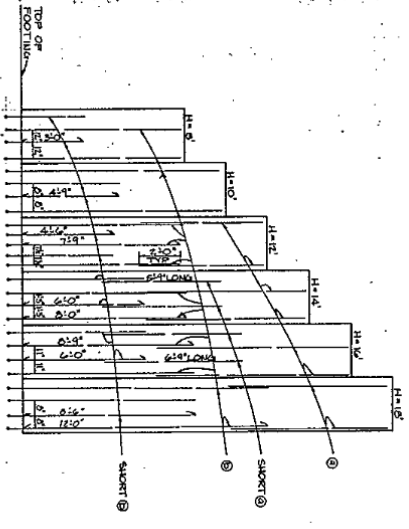
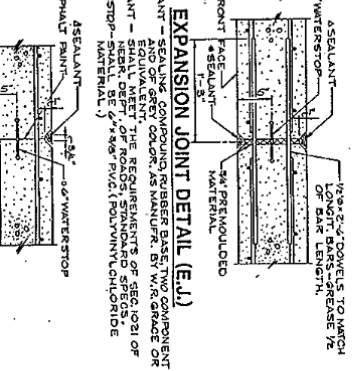
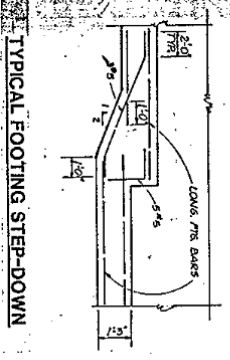


TABLE OF REINFORCING STEEL DIMENSIONS AND DATA

WALL MARKING	MARKING	3/4" DIA	1/2" DIA	3/8" DIA	1/4" DIA	3/16" DIA	1/8" DIA
A	W	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
	C	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
B	W	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
	C	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
C	W	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
	C	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
D	W	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"
	C	12.0"	11.0"	10.0"	9.0"	8.0"	7.0"

TYPICAL WALL DETAILS



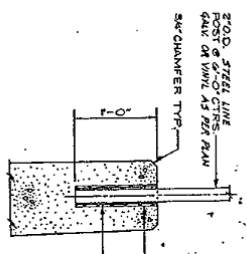
CONTRACTOR JOINT DETAIL

TYPICAL SECTION

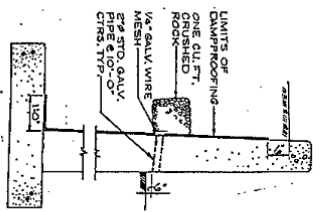
DESIGN DATA
 CONCRETE 28-DAY STRENGTH
 REINFORCING STEEL TENSILE STRENGTH
 ALLOWABLE WALLS A, B & D
 WALLS C & D
 EARTH LOAD (UNIFORM)
 FLUID PRESSURE

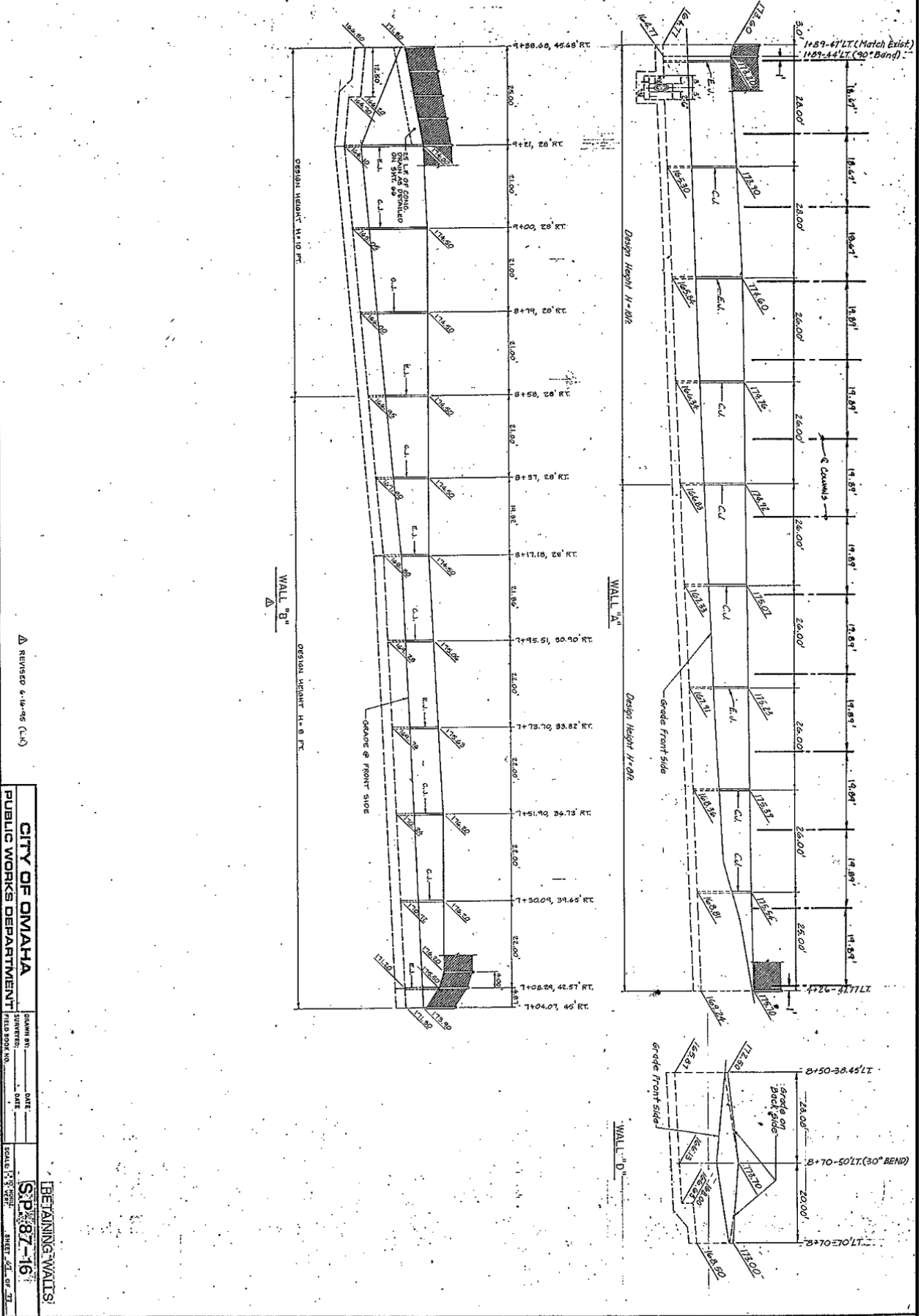
$f'_c = 3000 \text{ PSI}$
 $f_y = 40,000 \text{ PSI}$
 1750 PSF
 8000 PSF
 40 PCF

CHAIN LINK FENCE DETAIL



WEEP HOLE DETAIL

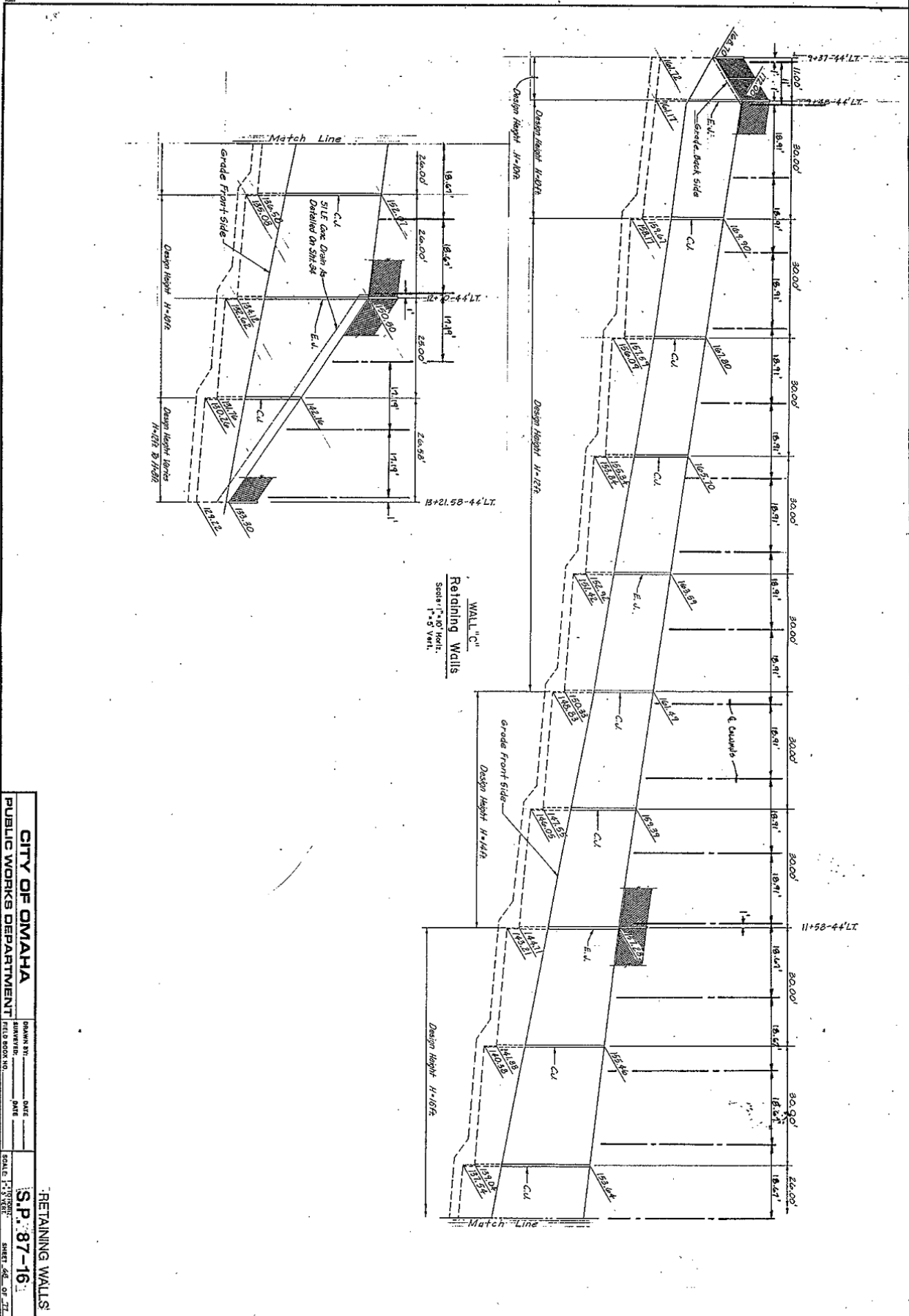




△ REVISED 6-16-86 (L.H.)

CITY OF OMAHA		ISSUED:	DATE:
PUBLIC WORKS DEPARTMENT		FIELD BOOK NO.:	SCALE:
		S.P. 87-16	
		SHEET 41 OF 51	

RETAINING WALLS



WALL "C"
 Retaining Walls
 Scale: 1" = 5' Vert.

CITY OF OMAHA
 PUBLIC WORKS DEPARTMENT

DRAWN BY	DATE	S.P. 87-16
DESIGNED BY	DATE	
CHECKED BY	DATE	RETAINING WALLS
SCALE: 1" = 5' VERT.	SHEET 46 OF 77	