

OCC 7/1/76

PROPERTY MANAGEMENT AGREEMENT

This PROPERTY MANAGEMENT AGREEMENT, dated the 17TH day of December, 19 76, by and between The Dock Board of the City of Omaha, whose address is 1819 Farnam Street, Omaha, Nebraska 68102

(hereinafter with its successors and assigns called "Grantee"); and N/A

whose address is (hereinafter with its successors and assigns called "Owner"); and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D. C. 20230 (hereinafter with its successors and assigns called "EDA");

DEFINITION:

1. "Grantee/owner" includes:

(a) Any grantee under Titles I, IV, IX, or X of the Public Works and Economic Development Act of 1965, as amended, (hereinafter referred to as the "Act") or Title II, Chapter IV of the Trade Act of 1974.

(b) The owner (lessor, lessee, or optionee, where appropriate) of:

(1) real property on which a project facility is or will be located, or

(2) real property developed by the project in order to sell, lease or otherwise convey it for a specific purpose.

(2). "Real property" means any land, improved land, structure, appurtenances thereto, or other improvements, excluding movable machinery and equipment. Improved land also includes land which is improved by the construction of such facilities as roads, sewers, and water and gas lines which are not situated directly on the land but which improve such land.

3. "Sell" and its derivatives shall include any conveyance or transfer of any interest in the real property including, but not limited to, renting or leasing such real property.

RECITALS:

WHEREAS, Grantee submitted an application, designated as EDA Project No. 05-01-01591, for financial assistance pursuant to the Public Works and Economic Development Act of 1965, as amended, (P.L. 89-136, 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant dated February 18, 1976, as amended, EDA offered to the Grantee a grant to assist in financing a Foreign Trade Zone Building

(hereinafter called "Project"); and

WHEREAS, said Project included acquisition of and/or specifically improving the real property described in Exhibit "A" attached hereto and incorporated herein at this point as though set forth in full; and

WHEREAS, on March 1, 1976, the Grantee accepted the Offer of Grant subject to certain terms and conditions pursuant to which the Grantee covenanted and agreed to comply with the applicable requirements of 13 Code of Federal

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mch

Regulations Part 314, as amended; and

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WHEREAS, on March 1, 1976, the Owner/
Lessor/Lessee/Optionee of all or part of the real property
described in Exhibit "A" attached hereto agreed to comply with
the applicable requirements of 13 Code of Federal Regulations
Part 314, as amended; and

WHEREAS, the grant funds will be used for the construction
or rehabilitation of buildings or recreational facilities; and

WHEREAS, the Grantee and Owner(s), Lessor(s), Lessee(s),
and Optionee(s) of all or part of the real property described
in Exhibit "A" attached hereto agreed to record these agree-
ments in the appropriate office for the recording of public
records affecting real property in Douglas County so as
to constitute notice to all persons of any and all restrictions
on title to and use of the Project and, if applicable, all or
part of the real property described in Exhibit "A" attached
hereto; and

WHEREAS, the Douglas County Register of Deeds Office, located at
City County Building, Room H-09, 1819 Farnam Street, Omaha, Nebraska 68102
is the proper office to record these agreements.

NOW THEREFORE, in consideration of financial assistance
rendered and/or to be rendered by EDA and of other good and
valuable consideration, the receipt and adequacy of which the
parties hereby acknowledge and to assure that the benefits of
the Project will accrue to the public and be used as intended
by both EDA and the Grantee, the Grantee, Owner(s), Lessor(s),
Lessee(s), and/or Optionee(s), hereby covenant and agree as
follows:

1. The expected useful life of the Project is twenty-five
years as determined by EDA Engineer (see 13 CFR 314.6(a)).
2. During its expected useful life the Project shall not
be used for other than the purposes for which the Project was
financed by EDA, as stated in the application, unless the prior
written approval of the Assistant Secretary is obtained.
3. The real property acquired as a part of the Project
or specifically improved and included as a part of the Project,
as described in Exhibit "A" attached hereto, and including any
interest therein, shall not be sold, leased, transferred,
conveyed or mortgaged without the prior written consent of the
Assistant Secretary.
4. Whenever real property is sold, leased or otherwise
conveyed pursuant to 13 CFR 314.3(a)(1), the transferor shall
add to the document conveying such interest a covenant, which
has been previously approved by the Assistant Secretary,
prohibiting the use of such property for any purpose other
than the general and special purpose of the grant as determined
by the Assistant Secretary. The instrument containing this
covenant shall be recorded in the pertinent county public
records affecting real property or filed with the appropriate
office in the Bureau of Indian Affairs in the case of Indian
Projects.

IN WITNESS WHEREOF, the parties have hereunto set their

hand as of the day and year first above written by their duly authorized office.

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(SEAL)

Dock Board of the City of Omaha
Grantco

By: Irvin H. Smith

Title: President

ATTEST:

Catherine Hamilton
Title: Secretary - Dock Board

WITNESSED BY:

Richard A. Cerveney

Acknowledgement

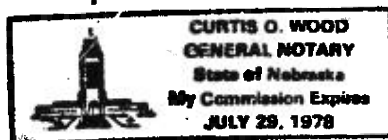
STATE OF Nebraska X

COUNTY OF Douglas X

On this 5th day of May, 1977, personally appeared before me Irvin H. Smith to me known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 5th day of May, 1977.

(SEAL)



Curtis O. Wood
Notary Public in and for the State
of Nebraska

My Commission Expires July 29, 1978

ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES OF AMERICA

By: Louis A. Otto Jr.
Acting Regional Director

STATE OF COLORADO X

COUNTY OF DENVER X

Acknowledgement

On this 17th day of December, 19 76, before me a Notary Public, personally appeared Louis A. Otto, Jr., Rocky Mountain Regional Office, Economic Development Administration, United States of America known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.



Notary Public in and for the City and
County of Denver, Colorado
MY COMMISSION EXPIRES ON JULY 30, 1977

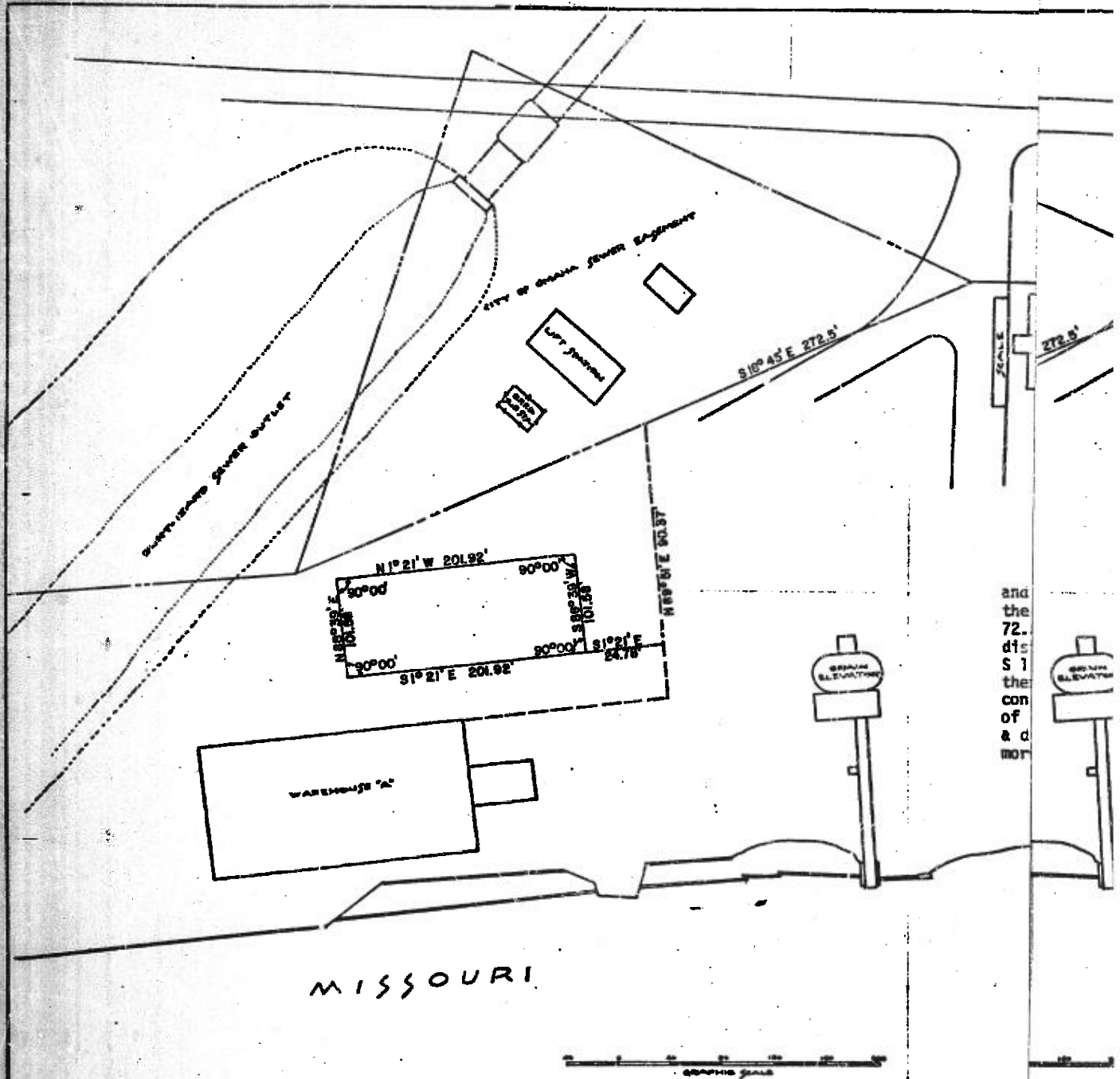
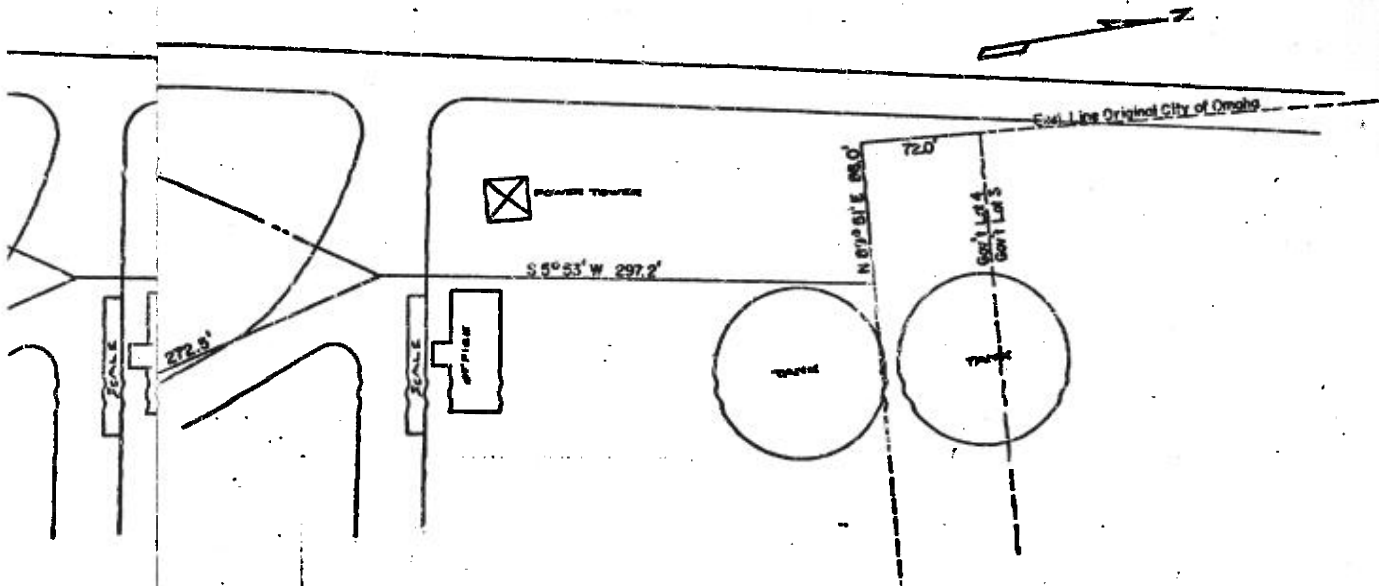


Exhibit "A"



Commencing at the intersection of the south line of Government Lot 3 and the east line of the original City of Omaha and assuming the east line of the original City of Omaha to be North and South, thence south a distance of 72.0 feet, thence N 89°51'E parallel to the south line of Government Lot 3 a distance of 86.0 feet, thence S 5°53'W a distance of 297.2 feet, thence S 18°45'E a distance of 272.5 feet, thence N 89°51'E a distance of 90.37 feet, thence S 01°21'E a distance of 24.78 feet to the point of beginning; thence continuing S 01°21'E a distance of 201.92 feet, thence N 88°39'E a distance of 101.58 feet, thence N 01°21'W a distance of 201.92 feet, thence S 88°39'W a distance of 101.58 feet to the point of beginning, containing 0.4819 acres more or less.

and the 72.0 feet, S 18°45'E the corner of a d. 100'



RIVER

FOREIGN TRADE ZONE
OMAHA, NEBRASKA

RECEIVED
1977 MAY -6 AM 9:04

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

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