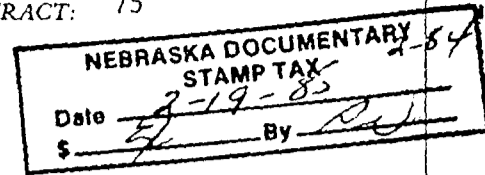


PROJECT: Old: I-480-9(142)
New: F-275-6(108)

AFE: R-520

TRACT: 75



KNOW ALL MEN BY THESE PRESENTS:

THAT Louis E. Lamberty

DIRECTOR-STATE ENGINEER

in the name of the STATE OF NEBRASKA and for the DEPARTMENT OF ROADS of said State of Nebraska, under the provisions of Section 39-1326 R.R.S. of Nebraska, 1943 and for and in consideration of the sum of Seventeen Thousand and no/100---(\$17,000.00)---

DOLLARS

in hand paid, does hereby grant, bargain, sell, convey, remise, release and forever quitclaim unto

R. T. Amis, Jr.

hereinafter known as the Grantee, whether one or more, the following described real property situated in Douglas County and State of Nebraska and subject to any and all existing restrictions and/or easements:

A tract of land located in Lots 3 and 4, Block 39, Original Plat, City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at the Northwest Corner of said Lot 4; thence easterly along the North Line of said Lots 3 and 4, a distance of 110.0 feet; thence southerly 90 degrees, 00 minutes right, a distance of 132.0 feet to a point on the South Line of said Lot 3; thence westerly 90 degrees, 00 minutes right, and along said South Line, a distance of 4.89 feet; thence northwesterly 31 degrees, 08 minutes, 14 seconds right, a distance of 122.8 feet to a point on the West Line of said Lot 4; thence northerly 58 degrees, 51 minutes, 46 seconds right and along said West Line, a distance of 68.5 feet to the point of beginning, containing 11,182.76 square feet, more or less.

There will be no ingress or egress over the following described Controlled Access Line located in Lots 3 and 4, Block 39, Original Plat, City of Omaha, Douglas County, Nebraska:

Referring to the Southwest Corner of said Lot 4; thence northerly along the West Line of said Lot 4, a distance of 63.5 feet to the point of beginning of said Controlled Access Line; thence southeasterly 121 degrees, 08 minutes, 14 seconds right, a distance of 122.8 feet to a point on the South Line of said Lot 3; thence easterly along said South Line, a distance of 4.89 feet to the point of termination of said Controlled Access Line.

The grantees, for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby further covenant and agree "as a covenant running with the land" (1) that the land herein conveyed or any part hereof shall not be used for the erection or display of any advertising sign, device or display, which is not related to or connected with the use of the premises conveyed hereby; (2) that the land herein conveyed shall not be used for the storage, processing, sorting, transfer or any other use related to or connected with scrap material of any nature or kind; or any other use, so as to create or cause an unsightly or obnoxious appearance upon the premises herein conveyed.

The State of Nebraska, Department of Roads, reserves an easement for the operation, maintenance and use of any and all existing utilities which are located over, under or upon the above described tract.

The State reserves to itself a permanent easement over which the various impacts, including but not limited to, noise, air, light, and dust, associated with vehicular traffic on the highway may be disbursed.

That to insure the observance of the above covenants, the State shall have the right to prevent the breach thereof by an injunction, mandatory or otherwise, and to recover whatever damages may have been suffered from any such breach, together with any attorney fees and expenses incurred thereby.

The grantor hereby, nevertheless, retains an aerial easement area and right in perpetuity to any and all portions of the following described real estate located in Lots 3 and 4, Block 39, Original Plat, City of Omaha, Douglas County, Nebraska, described as follows:

A tract of land located in Lots 3 and 4, Block 39, Original Plat, City of Omaha, Douglas County, Nebraska, described as follows:

Referring to the Southwest Corner of said Lot 4; thence northerly along the West Line of said Lot 4, a distance of 63.5 feet to the point of beginning; thence continuing northerly along said West Line, a distance of 11.68 feet; thence southeasterly 121 degrees, 08 minutes, 14 seconds right, a distance of 129.77 feet; thence southerly 58 degrees, 52 minutes right, a distance of 6.74 feet to a point

Box 3400 1 Omaha 134

PROJECT: Old: I-480-9(142)
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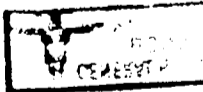
AFE: R-520

TRACT: 75

on the South Line of said Lot 3; thence westerly 90 degrees, 00 minutes right and along said South Line, a distance of 4.89 feet; thence northwesterly 31 degrees, 08 minutes, 14 seconds right, a distance of 122.8 feet to the point of beginning, containing 1,168.35 square feet, more or less.

The grantee, its successors and assigns, covenant in regard to said Aerial Easement Area, only as follows:

- (1) The grantee shall not construct or maintain any building, structure, or facility within said easement area without first obtaining the written approval of the grantor, in regard to:
 - (a) The nature and term of the proposed use:
 - (b) The general design, height of the proposed building or structure, or alteration of an existing building or structure, and such other plans or specifications as the grantor deems necessary to review, before granting approval for such construction.
- (2) The grantee shall not store or permit the storage of any material of an explosive or inflammable nature within said easement area, nor permit the storage of any other use deemed by the grantor to be a potential fire or other hazard to the facilities of the grantor.
- (3) The grantee shall not use or occupy the easement area or permit a use which will permit hazardous or unreasonably objectionable smoke, fumes, vapor or odors to rise above the grade line of the highway, or such as will subject the highway to hazardous or unreasonably objectionable drippings, drainage or discharge of any nature, including rain or snow.
- (4) The grantee shall not use signs, displays or other devices in the said easement area unless authorized in writing by the grantor, and any such devices must be restricted to indications of ownership and activity. Reasonable restrictions upon the number, size, location, and design of such devices will be regulated by the grantor.
- (5) The grantee shall not, under any circumstances, have the right to ingress or egress from grantee's adjacent lands to any elevated structure or structures that the grantor may construct for highway or related purposes; provided, however, the grantee shall have the right of access below any elevated structures for other uses in said easement area not inconsistent with this easement, and provided further that any use in said easement area shall not extend above a horizontal plane which is equal to the roadway elevation of the nearest Interstate Highway Structure.
- (6) The grantee shall not:
 - (a) Construct, reconstruct or maintain any structure or facility in said easement area that is not of fireproof construction.
 - (b) Construct, reconstruct, or maintain any structure or facility which shall or will extend into the land owned in fee simple title by the grantor or that would in any manner interfere with the maintenance, construction or reconstruction of any Interstate Highway facility or structure.
- (7) The grantee shall in the construction, reconstruction or maintenance of any structure or facility in said easement area require all safeguards necessary to protect the public and said highway, and carry adequate insurance for the payment of any damage which may occur during such construction, reconstruction, or maintenance in said easement area and save the grantor harmless from any claim or damages arising thereby.

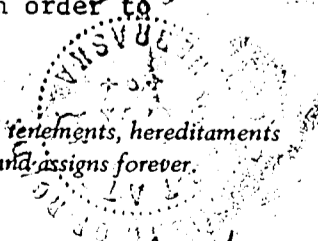


In the event of the breach or violation by the grantee, its successors or assigns, in any of the foregoing covenants, the grantor shall have the right to exclude the grantee from any and all use of said easement area, in order to safeguard the public and the adjacent highway facilities.

To have and to hold said real property, hereby known to include real estate together with all covenants, hereditaments and appurtenances thereunto belonging, unto said Grantee and to his, her or their heirs, successors and assigns forever.

Duly executed this 9th day of January, 1985

SEAL



[Signature]
Governor of the State of Nebraska

[Signature]
Director-State Engineer

STATE OF Nebraska)

On this 9th day of January, A.D. 1985, before

) ss. me, the undersigned Bonnie J. Kennedy

Lancaster County)

a General Notary Public, duly commissioned and qualified, personally came

Louis E. Lamberty

DIRECTOR-STATE ENGINEER

to me known to be the identical person whose name is

affixed to the foregoing instrument as grantor and acknowledged the same to be

his voluntary act and deed.

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

Bonnie J. Kennedy Notary Public.

My Commission expires the 13th day of August, 1987.



38 Need

RECEIVED

1985 FEB 19 AM 10:53

GEORGE J. EUBLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 1749
Page 289
of 282/15

Fee 16.00
Del. CE
Index A 111
Comped 111
N 1-1044P
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Comped 111
MC B. C. I.

New Proj. F-275-6.008
R-520
Project F-480-9(42)AFE

Indexed General
Compared Paged

QUITCLAIM DEED - STATE (2 Page)

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS
TO

R. P. Lemay, Jr.

STATE OF NEBRASKA) ss.
Douglas County)

Entered in Numerical Index and filed for record in the office of the Register of Deeds

of said County, the day of

19

at o'clock and minutes M., and

duly recorded in Book of

Deeds on page

Register of Deeds.

Deputy.

Dep. of Roads
Box 94759
Lincoln, Ne. 68509-4759