



BK 1865 PG 587



DEED 1990 00318

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

PROJECT: I-480-9(142)

AFE: BOOK 1865 PAGE 587 TRACT: 76

NEBRASKA DOCUMENT  
STAMP TAX

Date 1-8-90  
By [Signature]

KNOW ALL MEN BY THESE PRESENTS:

THAT G. C. Strobel 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 -----  
-- One Thousand Six Hundred Nineteen and No/100 -----  
-- (\$1,619.00) ----- DOLLARS  
in hand paid, does hereby grant, bargain, sell, convey, remise, release and forever quitclaim unto  
NEBRASKA MACHINERY COMPANY, A NEBRASKA CORPORATION

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 part of the South Half of the vacated alley in  
Block 39, Original City of Omaha, Douglas County, Nebraska, described as  
follows:

Beginning at the Northeast Corner of Lot 8 of said Block 39; thence westerly  
a distance of 125.78 feet; thence northwesterly deflecting 031 degrees, 08  
minutes, 15 seconds right, a distance of 19.34 feet; thence easterly deflecting  
148 degrees, 51 minutes, 45 seconds right, a distance of 142.34 feet; thence  
southerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of  
10.00 feet to the Northeast Corner of said Lot 8 of said Block 39 to the point of  
beginning, containing 1,340.61 square feet, more or less.

There will be no ingress or egress over the following described Controlled  
Access Line located in part of the South Half of the vacated alley in Block 39,  
Original City of Omaha, Douglas County, Nebraska:

Referring to the Northeast Corner of Lot 8 of said Block 39; thence westerly  
along the South Line of said vacated alley, a distance of 125.78 feet to the point  
of beginning of said Controlled Access Line; thence northwesterly deflecting 031  
degrees, 08 minutes, 15 seconds right, a distance of 19.34 feet to the point of  
termination.

In accordance with Article III, Section 20 of the Constitution of the  
State of Nebraska, the State of Nebraska, Department of Roads does hereby  
retain and reserve to itself all salt springs, coal, oil, gas, natural  
resources or other mineral rights it may have in or on the above described  
real property.

The grantees, for themselves, their heirs, personal representatives, suc-  
cessors 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, which would 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.

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 part of the South Half of the vacated alley in Block 39,  
Original City of Omaha, Douglas County, Nebraska, described as follows:

RECEIVED  
JAN 8 2 49 PM '90  
GEORGE B. DREW  
REGISTERED CLERK  
DOUGLAS COUNTY, NE

1865-9-587-590  
FEE 2120  
DEL VK MC WC  
CORP  
FIB 03-80000

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Referring to the Northeast Corner of Lot 8 of said Block 39; thence westerly a distance of 106.45 feet to the point of beginning; thence westerly deflecting 000 degrees, 00 minutes, 00 seconds a distance of 19.34 feet; thence northwesterly deflecting 031 degrees, 08 minutes, 15 seconds right, a distance of 19.34 feet; thence easterly deflecting 148 degrees, 51 minutes, 45 seconds right, a distance of 19.34 feet; thence southeasterly deflecting 031 degrees, 08 minutes, 15 seconds right, a distance of 19.34 feet to the point of beginning, containing 193.39 square feet, more or less.

The grantee, its successors and assigns, covenant in regard to said Aerial Easement Area, 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 flammable 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. The grantor reserves the permanent right to enter upon said easement area at anytime to inspect said easement area for said explosive or flammable materials. The grantee shall be liable for and hold the grantor harmless from any and all damages, including but not limited to damages to the grantors facilities, claims, suits, injury or loss of life which may occur on said easement area as a result of the unauthorized storing or the unauthorized permitting of the storage of said materials of an explosive or flammable nature.
- (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 the grantee's adjacent lands to any elevated structure or structures that the grantor may construct for highway or related purposes; provided, however, 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.

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- (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.

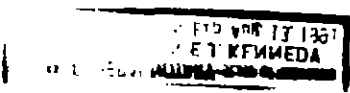
The State of Nebraska, Department of Roads, their designee, their agents, their contractors or subdivision of the Department of Roads, as a part of the consideration hereof, reserves the right to push or blow snow from the elevated structures of Interstate Highway 480 next to the said aerial easement onto the said aerial easement area described herein. It is agreed and understood that the grantee shall hold the grantor harmless from all claims or suits for damages to persons or property on the aerial easement area as a result of snow being pushed or blown from the elevated structures of Interstate Highway 480. The removal of snow and clearance of the aerial easement area shall be the responsibility of the grantee. It is agreed and understood that the grantee shall hold the grantor harmless from all claims or suits for damages to person or property on the aerial easement area as a result of such snow removal.

The State of Nebraska, Department of Roads, as a part of the consideration hereof, reserves the right to paint the elevated structures of Interstate Highway 480 next to the aerial easement. The grantee shall hold the grantor harmless from all claims or suits for damages to person or property on the aerial easement as a result of said painting.

The grantee shall hold the grantor harmless for all claims or suits for damages to person or property on the aerial easement due to debris which may fall or land on the aerial easement during the usage and maintenance of the Interstate Highway 480.

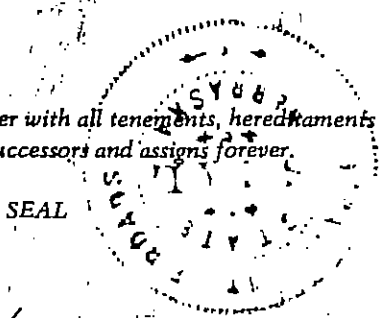
In the event of the breach or violation by the grantee, its successors or assigns, in any of the foregoing covenants, the grantor shall have the right to exclude the grantee from any and all use of said easement area, in order to safeguard the public and the adjacent highway facilities.

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.



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

Duly executed this 12<sup>th</sup> day of December, 1981



*[Signature]*  
Governor of the State of Nebraska

*[Signature]*  
Director-State Engineer

STATE OF Nebraska ) On this 12<sup>th</sup> day of December, A.D. 1989, before  
 ) ss. me, the undersigned Bonnie J. Kennedy  
Lancaster County ) a General Notary Public, duly commissioned and qualified, personally came  
G. C. Strobel

..... 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  
a..... 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 13<sup>th</sup> day of August, 1991.

Department of Roads  
P.O. Box 94759, State Capitol  
Lincoln, NE 68509

ATTN: Irene Regelean

*Sheet 2*

*Old*  
Project I-480-7147 APP- Cert 5091

Indexed General  
Compared Paged

QUITCLAIM DEED - STATE (2 Page)

THE STATE OF NEBRASKA  
DEPARTMENT OF ROADS

TO  
Nebraska Machinery  
Company

STATE OF NEBRASKA )  
Lincoln ) ss. County)

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

of said County, the ..... day of

at ..... 19.....

at ..... o'clock and ..... minutes ..... M., and

duly recorded in Book..... of

..... Deeds on page.....

.....  
Register of Deeds.

.....  
Deputy.