

STATE OF NEBRASKA
DEPARTMENT OF ROADS,

Docket C3, Page 135

Condemner,

RETURN OF APPRAISERS

v.

BERTHA McKEONE, Owner; MATTHEW LEO McKEONE, husband of BERTHA McKEONE; UNIVERSAL TRADES SCHOOL, INC., A Nebraska Corporation, Lessee; DOUGLAS COUNTY TREASURER;

MATTHEW LEO McKEONE, Owner; BERTHA McKEONE, wife of MATTHEW LEO McKEONE; DOUGLAS COUNTY TREASURER;

~~**ABDOUGH INVESTMENT COMPANY, A Nebraska Co-Partnership, Owner; UNIVERSAL TRADES SCHOOL, INC., A Nebraska Corporation, Lessee; THE OMAHA NATIONAL BANK, Mortgagee; DOUGLAS COUNTY TREASURER;**~~

Condemnees:

TO HONORABLE **ROBERT R. TROYER**, COUNTY JUDGE, **DOUGLAS** COUNTY, NEBR.

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us by _____, Sheriff or Deputy Sheriff of **Douglas** County, Nebraska, on the ____ day of _____, 19____, and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein, sought to be appropriated by the State of Nebraska, Department of Roads, and also other property of the condemnees alleged damaged thereby and did hear all parties interested therein in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described and thereafter did assess the damages that the condemnees have sustained or will sustain by such appropriation of the property herein described for State highway purposes and also damage to such other property of the condemnees as in our opinion was damaged by the appropriation of the property herein described:

C O N D E M N A T I O N

Land Owners: Bertha McKeone and Matthew Leo McKeone, Wife and Husband

Tenant: Missouri Valley Machinery Company

Project: L-480-9 (142) AFE: R-520 Douglas County, Nebraska

Page 1 of 2

Fee Simple Title to a tract of land and all improvements thereon, if any, for Highway Right of Way Purposes located in Lots 1, 2, 3, 4, 6, 7, and 8, and vacated alley thereto in Block 61 in the Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, said Block 61; thence southerly on the East Line of Lots 1 and 8, said Block 61 a distance of 193.9 feet; thence northwesterly a distance of 272.8 feet to a point on the West Line of Lot 4, said Block 61; thence northerly on said West Line a distance of 124.8 feet to a point on the North Line of said Lot 4; thence easterly on the North Line of Lots 1, 2, 3, and 4, said Block 61 a distance of 264.0 feet to the point of beginning, containing 42,068.4 square feet, more or less, to be secured in this action.

And also, Permanent Easement to a tract of land and all improvements thereon, if any, for Aerial Easement Purposes located in Lots 4, 6, 7, and 8, and vacated alley thereto in Block 61, in the Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Referring to the Northwest Corner of Lot 4, said Block 61; thence southerly on the West Line of said Lot 4 a distance of 124.8 feet to the point of beginning, said point being on the southwesterly Highway Right of Way Line; thence continuing southerly on the last described course produced and on said West Line extended a distance of 10.3 feet; thence southeasterly a distance of 272.8 feet to a point on the East Line of Lot 8, said Block 61; thence northerly on said East Line a distance of 10.3 feet to a point on said Highway Right of Way Line; thence northwesterly on said Highway Right of Way Line a distance of 272.8 feet to the point of beginning, containing 2,719.2 square feet, more or less, to be secured in this action.

AERIAL EASEMENT PROVISION

(1) The Condemnees shall not construct or maintain any building, structure, or facility within said easement area without first obtaining the written approval of the Condemner, 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 Condemner deems necessary to review, before granting approval for such construction.

(2) The Condemnees shall not store or permit the storage of any material of an explosive or inflammable nature within said easement area, nor permit the storage or any other use deemed by the Condemner to be a potential fire or other hazard to the facilities of the Condemner.

(3) The Condemnees 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 Condemnees shall not use signs, displays or other devices in the easement area unless authorized in writing by the Condemner, and any such use shall be restricted to the purposes of ownership and activities. Reason-

Land Owners: Bertha McKeone and Matthew Leo McKeone, Wife and Husband

Tenant: Missouri Valley Machinery Company

Project: I-480-9 (142)

AFE: R-520

Douglas County, Nebraska

Page 2 of 2

able restrictions upon the number, size, location and design of such devices will be regulated by the Condemner.

(5) The Condemnees shall not under any circumstances, have the right of ingress or egress from the Condemnees adjacent lands to any elevated structure or structures that the Condemner may construct for highway or related purposes; provided, however the Condemnees 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 Condemnees 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 last owned in fee simple title by the Condemner or that would in any manner interfere with the maintenance, construction or reconstruction of any Interstate Highway Facility or structure.

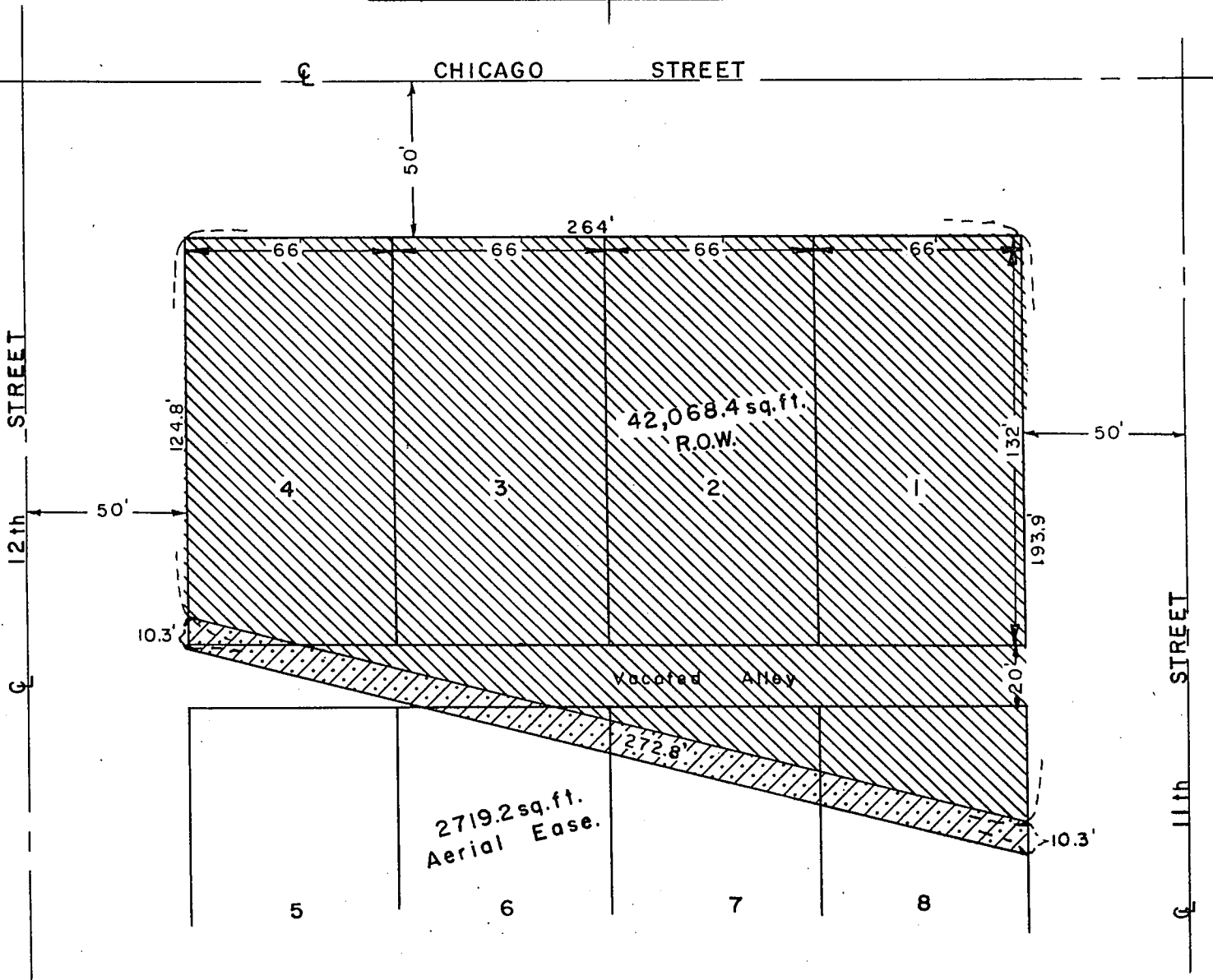
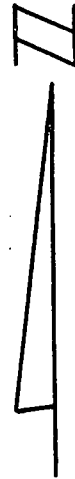
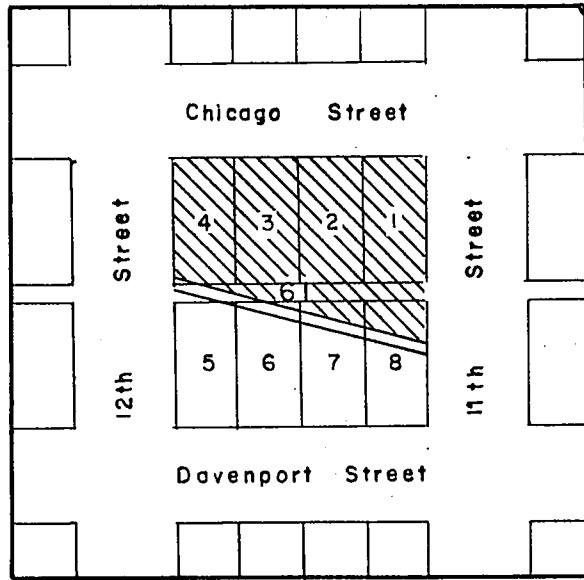
(7) The Condemnees shall in the construction, reconstruction or maintenance of any structure or facility in said easement area require all safeguards necessary to protect the public and said highway, and carry adequate insurance for the payment of any damage which may occur during such construction, reconstruction, or maintenance in said easement area and save the Condemner harmless from any claim for damages arising thereby.

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

TRACT DESCRIPTION

Map of the City of Lincoln, Nebraska, showing the location of the tract described herein.

Tract No. 79, AFE-R 520



SCALE 1"=50'
 TRACT NO. 79
 PROJECT NO. I-480-9(142)
 AFE-R 520

drawn R.L.F. 10-18-67
 checked CPB
 written PCB 10-23-67
 checked JGM 10-23-67

STATE OF NEBRASKA
 DEPARTMENT OF ROADS

Land Owners: Matthew Leo McKeone and Bertha McKeone, Husband and Wife

Project: I-480-9 (143)

AFE: R-529

Douglas County, Nebraska

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Fee Simple Title to a tract of land and all improvements thereon, if any, for Highway Right of Way Purposes located in the West 78 feet of Lot 2, Block 70 Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Referring to the Northwest Corner of Lot 2, said Block 70; thence easterly on the North Line of said Lot 2 a distance of 52.9 feet to the point of beginning; thence continuing easterly on said North Line a distance of 25.1 feet to a point on the easterly Property Line; thence southerly on a line 78.0 feet easterly from and parallel to the West Line of said Lot 2 and on said Property Line a distance of 17.9 feet; thence northwesterly on a 1,118.3 foot radius curve to the left a distance of 30.8 feet to the point of beginning, containing 222.4 square feet, more or less, to be secured in this action.

Also, Permanent Easement to a tract of land and all improvements thereon, if any, for Aerial Easement Purposes located in the West 78 feet of Lot 2, Block 70, Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Referring to the Northwest Corner of Lot 2, said Block 70; thence easterly on the North Line of said Lot 2 a distance of 35.1 feet to the point of beginning; thence continuing easterly on said North Line a distance of 17.8 feet to a point on the southwesterly Highway Right of Way Line; thence southeasterly on a 1,118.3 foot radius curve to the right and on said Highway Right of Way Line a distance of 30.8 feet to a point on the easterly Property Line; thence southerly on a line 78.0 feet easterly from and parallel to the West Line of said Lot 2 and on said Property Line a distance of 12.4 feet; thence northeasterly on a 1,108.3 foot radius curve to the left a distance of 52.5 feet to the point of beginning, containing 416.2 square feet, more or less, to be secured in this action.

And also, Permanent Easement to a tract of land and all improvements thereon, if any, for Aerial Easement Purposes located in Lot 3, Block 70, Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the Northeast Corner of Lot 3, said Block 70; thence southerly on the East Line of said Lot 3 a distance of 13.1 feet; thence northwesterly a distance of 20.6 feet to a point on the North Line of said Lot 3; thence easterly on said North Line a distance of 15.8 feet to the point of beginning, containing 103.5 square feet, more or less, to be secured in this action.

AERIAL EASEMENT PROVISIONS:

(1) The Condemnees shall not construct or maintain any building, structure, or facility within said easement area without first obtaining the written approval of the Condemner, 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 Condemner deems necessary to review, before granting approval for such construction.

(2) The Condemnees shall not store or permit the storage of any material of an explosive or inflammable nature within said easement area, nor permit the storage or any other use deemed by the Condemner to be a potential fire or other

Land Owners: Matthew Leo McKeone and Bertha McKeone, Husband and Wife

Project: I-480-9 (143) AFE: R-529 Douglas County, Nebraska

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hazard to the facilities of the Condemner.

(3) The Condemnees 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 Condemnees shall not use signs, displays or other devices in the said easement area unless authorized in writing by the Condemner, 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 Condemner.

(5) The Condemnees shall not under any circumstances, have the right of ingress or egress from the Condemnees adjacent lands to any elevated structure or structures that the Condemner may construct for highway or related purposes; provided, however the Condemnees 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 Condemnees shall not

(a) construct, reconstruct or maintain any structure or facility in said easement area that is not of fireproof construction

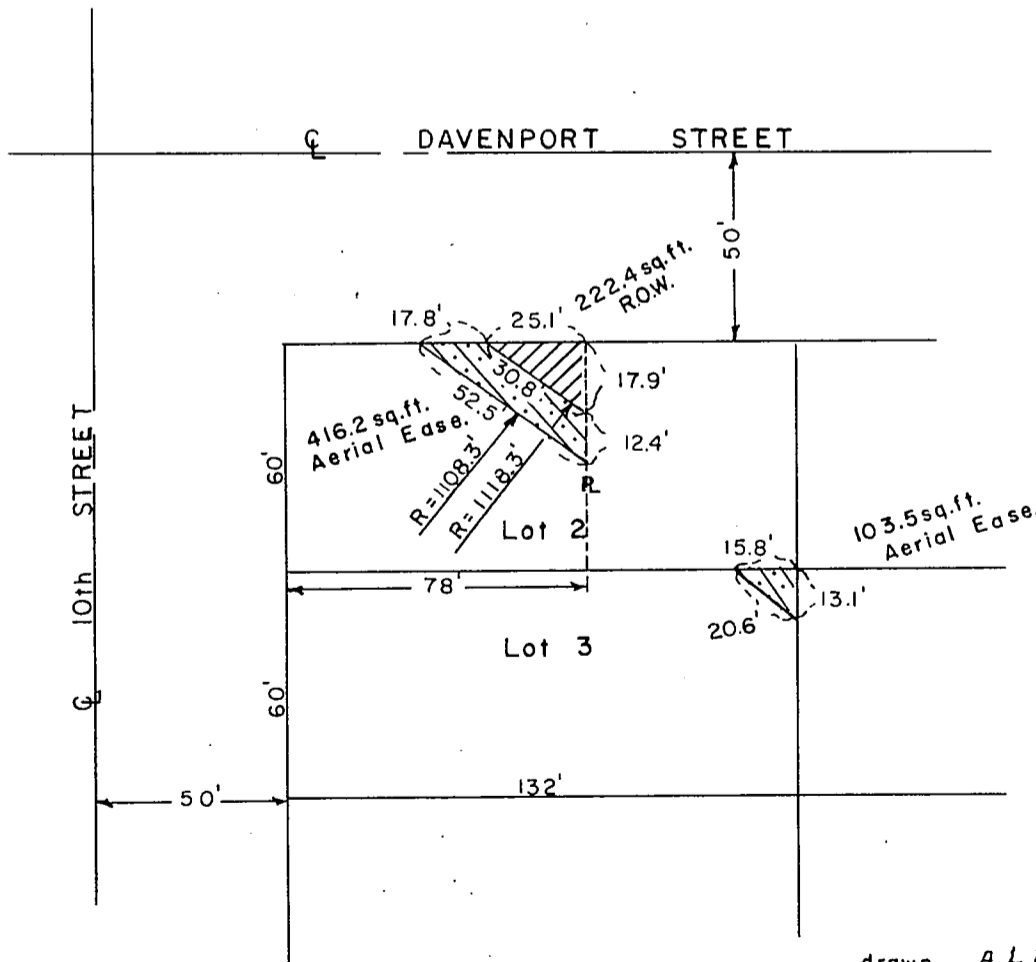
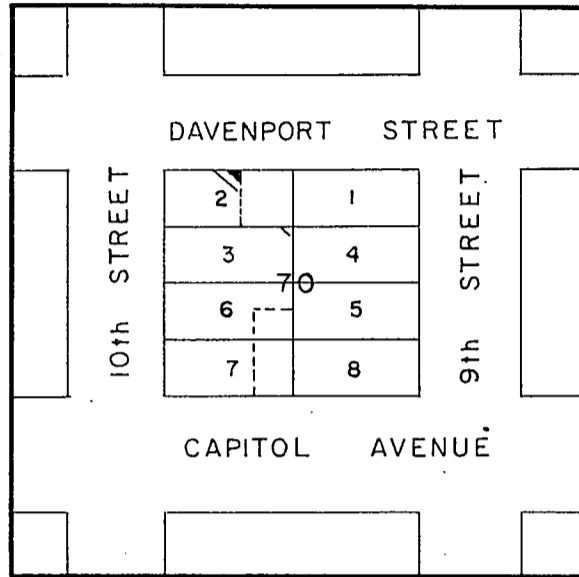
(b) construct, reconstruct, or maintain any structure or facility which shall or will extend into the land owned in fee simple title by the Condemner or that would in any manner interfere with the maintenance, construction or reconstruction of any Interstate Highway facility or structure.

(7) The Condemnees 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 Condemner harmless from any claim for damages arising thereby.

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

TRACT DESCRIPTION

BOOK 458 PAGE 377



drawn A.L.F. 10-17-67
 checked CPB
 written R.C.B. 10-23-67
 checked JOM 10-23-67

SCALE 1"=50'
 TRACT NO. 85
 PROJECT NO. I-480-9(143)
 AFE-R 529

STATE OF NEBRASKA
 DEPARTMENT OF ROADS

Land Owner: Abdouch Investment Co.

Tenant: Universal Trade School, Inc.

Mortgagee: Omaha National Bank

Project: I-480-9 (143)

AFF: R-529

Douglas County, Nebraska

Page 1 of 2

Fee Simple Title to a tract of land and all improvements thereon, if any, for Highway Right of Way Purposes located in Lot 8, and the South 30 feet of Lot 5, Block 70, Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Referring to the Southeast Corner of Lot 8, said Block 70; thence northerly on the East Line of said Lot 8 a distance of 53.0 feet to the point of beginning; thence continuing northerly on the East Line of Lots 5 and 8, said Block 70 a distance of 37.0 feet to a point on the northerly Property Line; thence westerly on a line 30.0 feet northerly from and parallel to the South Line of said Lot 5 and on said Property Line a distance of 35.9 feet; thence southeasterly a distance of 51.6 feet to the point of beginning, containing 665.0 square feet, more or less, to be secured in this action.

And also, Permanent Easement to a tract of land and all improvements thereon, if any, for Aerial Easement Purposes located in Lot 8 and the South 30 feet of Lot 5, Block 70, Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Referring to the Southeast Corner of Lot 8, said Block 70; thence northerly on the East Line of said Lot 8, a distance of 38.6 feet to the point of beginning; thence continuing northerly on said East Line a distance of 14.4 feet to a point on the southwesterly Highway Right of Way Line; thence northwesterly on said Highway Right of Way Line a distance of 51.6 feet to a point on the northerly Property Line; thence westerly on a line 30.0 feet northerly from and parallel to the South Line of Lot 5, said Block 70 a distance of 13.9 feet; thence southeasterly a distance of 71.6 feet to the point of beginning, containing 615.9 square feet, more or less, to be secured in this action.

AERIAL EASEMENT PROVISIONS

(1) The Condemnee shall not construct or maintain any building, structure, or facility within said easement area without first obtaining the written approval of the Condemner, 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 condemner deems necessary to review, before granting approval of such construction.

(2) The Condemnee shall not store or permit the storage of any material of an explosive or inflammable nature within said easement area, nor permit the storage or any other use deemed by the condemner to be a potential fire or other hazard to the facilities of the Condemner.

(3) The Condemnee 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 Condemnee shall not use signs, displays or other devices in the easement area unless authorized in writing by the Condemner, and any such devices shall be restricted to indications of ownership and activity. Reasonable restrictions upon the number, size, location and design of such devices will be determined by the Condemner.

Land Owner: Abdouch Investment Co.

Tenant: Universal Trade School, Inc.

Mortgagee: Omaha National Bank

Project: I-480-9 (143)

AFE: R-529

Douglas County, Nebraska

Page 2 of 2

(5) The Condemnee shall not under any circumstances, have the right of ingress or egress from the Condemnee adjacent lands to any elevated structure or structures that the Condemner may construct for highway or related purposes; provided, however the Condemnee 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 Condemnee 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 condemner or that would in any manner interfere with the maintenance, construction or reconstruction of any Interstate Highway facility or structure

(7) The Condemnee shall in the construction, reconstruction or maintenance of any structure or facility in said easement area required 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 Condemner harmless from any claim for damages arising hereby.

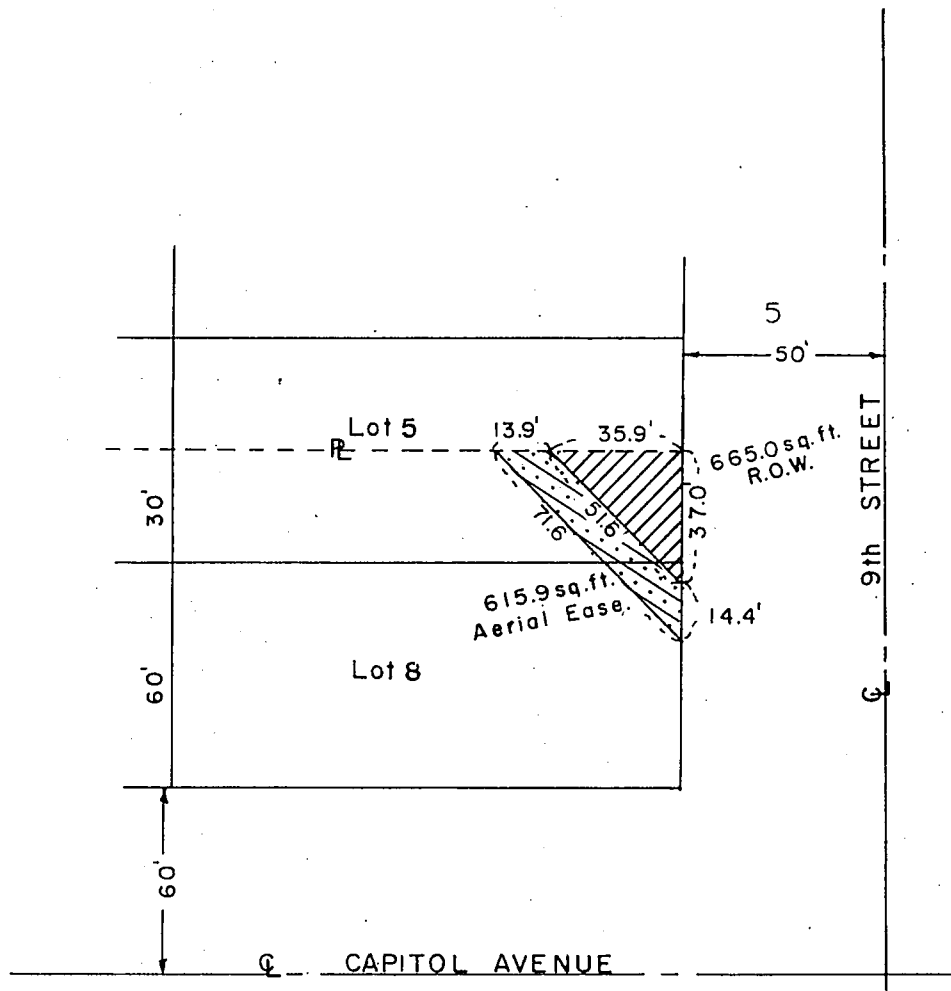
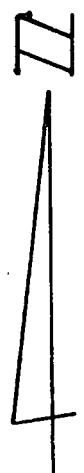
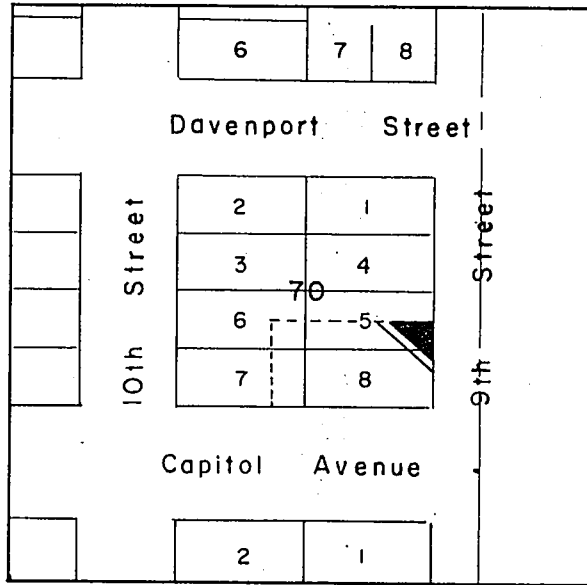
In the event of the breach or violation by the Condemnee, its successors or assigns in any of the foregoing covenants, the Condemner shall have the right to exclude the Condemnee from any and all use of said easement area, in order to safeguard the public and the adjacent highway facilities.

TRACT DESCRIPTION

BOOK 458 PAGE 380

Subdivision of Lot 7, Block 70, Ord. Plat. City of Omaha, Nebraska, into 8 lots, by the Omaha Trust Company, Omaha, Nebraska.

Map of Omaha, Nebraska, Co.



SCALE 1"=50'
 TRACT NO. 88
 PROJECT NO. 1-480-9(143)
 AFE-R 529

drawn A.L.F. 10-17-67
 checked C.P.B.
 written R.C.B. 10/22/67
 checked J.M. 10/23/67

STATE OF NEBRASKA
 DEPARTMENT OF ROADS

Now, therefore, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for State Highway purposes by the State of Nebraska, Department of Roads, in the amount of:

TRACT 79 on I-480-9 (142)

To: Bertha McKeone, owner.....	\$ <u>77,500</u>
Matthew Leo McKeone, husband of Bertha McKeone.....	\$ <u>- 0 -</u>
Douglas County Treasurer.....	\$ <u>- 0 -</u>
Missouri Valley Machinery Co.....	\$ <u>- 0 -</u>
Universal Trades School, Inc.....	\$ <u>- 0 -</u>

~~TRACT 79 on I-480-9 (142)~~

~~To: Universal Trade School, Inc., a Nebraska Corporation, Lessee.....~~ \$

TRACT 85 on I-480-9 (143)

To: Matthew Leo McKeone, owner.....	\$ <u>5980.-</u>
Bertha McKeone, wife of Matthew Leo McKeone....	\$ <u>- 0 -</u>
Douglas County Treasurer.....	\$ <u>- 0 -</u>

All of which is hereby respectfully submitted.

Dated this 27 day of November, A.D. 1967.

Clay H. Thomas
Charles E. Pittman
 Appraisers

Subscribed and sworn to before me this _____ day of _____ A.D. 19____.

) Seal

County Judge

COUNTY COURT

DOUGLAS COUNTY

ROBERT R. TROYER, JUDGE
JOSEPH J. BELITZ, CLERK

OMAHA, NEBR.

STATE OF NEBRASKA, }
COUNTY OF DOUGLAS } SS.

I, ROBERT R. TROYER, County Judge of Douglas County,

Nebraska, do hereby certify that I have compared the foregoing copy of

"RETURN OF APPRAISERS"

in re: STATE OF NEBRASKA, DEPARTMENT OF ROADS, Condemner

vs.

BERTHA McKEONE, et al., Condemnees,

in the matter of the Condemnation Docket C3 - Page 135

with the original record thereof, now remaining in said court; that the same is a correct transcript thereof, and of the whole of said original record, that I have the legal custody and control of said original record; that said court is a court of record, has a seal, and that said seal is hereto affixed; and that the foregoing attestation is in due form, according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Omaha, this 1st day of December, A. D. 1967.

ROBERT R. TROYER

County Judge.

By

Joseph J. Belitz

Clerk of the County Court.



19

RECEIVED

1968 JAN 10 AM 11 50

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
Douglas County } ss.
Entered in Municipal Index and filed
for Record in the Office of the Register of
Deeds of said County and recorded in
Docket 458 of *Spec.*
Page 37

Joseph J. Belitz
Register of Deeds

By: *MMH* Deputy
MAIL Dept of Roads
Harold M. ...
G.P.M.P.G.
Completed 9-165 Filed 0 25
Water 9