



BK 2163 PG 632-633



DEED 2000 13370

Nebr Doc Stamp Tax
9-27-00
Date
\$ EX02
By CP

RICHARD A. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 SEP 27 AM 8:26

RECEIVED

QUITCLAIM DEED - STATE

F

FEE 16.00 FB _____

BKP _____ C/O _____ COMP _____

DEL _____ SCAN dx FV _____

Deed 2/12

PROJECT: I-480-9(142)

John L. Craig, DIRECTOR 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 Dollar and no/100 -(\$1.00)-- in hand paid, does hereby grant, bargain, sell, convey, remise, release and forever quitclaim unto **City of Omaha, a municipal corporation**, hereinafter known as the Grantee, whether one or more, the following described real estate situated in Douglas County and State of Nebraska and subject to any and all existing restrictions and/or easements:

The east/west alley between Davenport Street and Chicago Street from 10th Street to 11th Street, and 10th Street from Davenport Street to Chicago Street abutted by Lots 1 through 8, Block 62 and Lots 3 through 6, Block 63, City Lots, in the Northeast Quarter of the Northeast Quarter of Section 22, Township 15 North, Range 13 East, Douglas County, Nebraska.

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 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 City of Omaha, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby further agree that the above described land herein conveyed or any part thereof shall not be sold, leased, rented or otherwise conveyed.

The City of Omaha, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby further agree that the above described land herein conveyed shall be utilized for public purposes only.

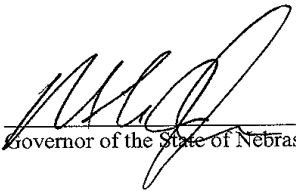
The City of Omaha, for itself, its personal representatives successors in interest and assigns, as a part of the consideration hereof, does further agree "as a covenant running with the land" that the land herein conveyed shall not be used for the storage, processing, sorting, transfer or any other use 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.

Return to: Daryl Behrends
Nebraska Dept. of Roads, ROW Division
1500 Hwy 2
P.O. Box 94759
Lincoln, NE 68509-4759

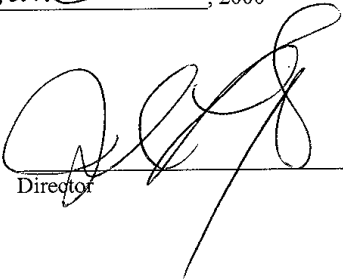
That to insure the observance of the above covenants, the State shall have the right to prevent the breach thereof by an injunction, mandatory or otherwise, and to recover whatever damages may have been suffered from any such breach, together with any attorney fees and expenses incurred thereby.

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 28th day of June, 2000



 Governor of the State of Nebraska



 Director

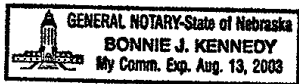
SEAL

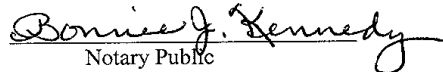
IMPRINTED SEAL
 REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss
 Lancaster County)

On this 28th day of June, A.D., 2000, before me, a General Notary Public, duly commissioned and qualified personally came John L. Craig, Director 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 Notary Seal the day and year last above written.




 Notary Public

My commission expires the 13th day of August, A.D. 2003