

BEFORE THE COUNTY JUDGE OF DOUGLAS COUNTY, NEBRASKA

STATE OF NEBRASKA  
DEPARTMENT OF ROADS,

Docket C-3 Page 118

Condemner,

v.

S T I P U L A T I O N

ILLINOIS CENTRAL RAILWAY CO.,  
an Illinois corporation,  
successor to OMAHA BRIDGE AND  
TERMINAL RAILWAY COMPANY, a  
dissolved corporation; DOUGLAS  
COUNTY TREASURER;

O F

S E T T L E M E N T

Condemnees.

Come now the Condemnees by and through their attorney and the Condemner, State of Nebraska, Department of Roads, by and through one of its attorneys and do hereby stipulate and agree that the sum of Seven Thousand Eight Hundred Ninety-nine Dollars (\$7,899.00) without interest thereon shall constitute the full and just compensation due and owing the Condemnees by reason of the condemnation proceedings brought by the Condemner filed before the County Judge of Douglas County, Nebraska, on September 7, 1967.

That the appropriation described in the condemnation proceedings filed before the County Judge of Douglas County, Nebraska, a plat and description attached hereto, marked Exhibit A and B respectively, be affirmed.

That the costs in this Court including certifying a copy of this Stipulation to the Register of Deeds of Douglas County, Nebraska, be taxed to the Condemner.

ILLINOIS CENTRAL RAILWAY CO.,  
an Illinois corporation,  
successor to Omaha Bridge and  
Terminal Railway Company, a  
dissolved corporation; DOUGLAS  
COUNTY TREASURER;

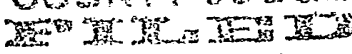
STATE OF NEBRASKA  
DEPARTMENT OF ROADS

CLARENCE A. H. MEYER  
Attorney General

Condemnees.

By   
Special Assistant Attorney General

By   
Their Attorney

OFFICE OF THE  
COUNTY JUDGE  
  
OCT 17 1967

ROBERT R. TROYER, County Judge

Land Owner: Omaha Bridge and Terminal Railway Company

Project: 1-480-9 (143)  
Page 1 of 2

AFE: R-529

Douglas County, Nebraska

Fee Simple Title to a tract of land and all improvements thereon, if any, for Highway Right of Way Purposes located in Lots 2, 3, and 4, Block 62 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 Southwest Corner of Lot 4, said Block 62; thence easterly on the South Line of Lots 2, 3 and 4, said Block 62 a distance of 178.6 feet; thence northwesterly on a 1,237.6 foot radius curve to the left (initial tangent of which forms an angle of 161 degrees 20 minutes left from said South Line) a distance of 13.0 feet to point of tangency; thence continuing northwesterly, tangent a distance of 124.8 feet to point of curvature; thence continuing northwesterly on a 2,276.3 foot radius curve to the right (initial tangent of which coincides with the last described course) a distance of 50.3 feet to a point on the West Line of said Lot 4; thence southerly on said West Line a distance of 59.2 feet to the point of beginning, containing 5,249.4 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 2, 3 and 4, Block 62 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 Southwest Corner of Lot 4, said Block 62; thence northerly on the West Line of said Lot 4 a distance of 59.2 feet to the point of beginning, said point being on the northeasterly Highway Right of Way Line; thence continuing northerly on said West Line a distance of 10.6 feet; thence southeasterly on a 2,266.3 foot radius curve to the left (initial tangent of which forms an angle of 109 degrees 26 minutes right from said West Line) a distance of 53.6 feet to point of tangency; thence continuing southeasterly, tangent, a distance of 124.8 feet to point of curvature; thence continuing southeasterly on a 1,247.6 foot radius curve to the right (initial tangent of which coincides with the last described course) a distance of 41.6 feet to a point on the South Line of Lot 2, said Block 62; thence westerly on said South Line a distance of 30.1 feet to a point on said Highway Right of Way Line; thence northwesterly on a 1,237.6 foot radius curve to the left (initial tangent of which forms an angle of 18 degrees 40 minutes right from said South Line) and on said Highway Right of Way Line a distance of 13.0 feet to point of tangency; thence continuing northwesterly, tangent, and on said Highway Right of Way Line a distance of 124.8 feet to point of curvature; thence continuing northwesterly on a 2,276.3 foot radius curve to the right (initial tangent of which coincides with the last described course) and on said Highway Right of Way Line a distance of 50.3 feet to the point of beginning, containing 2,041.9 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 for 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.

Land Owner: Omaha Bridge and Terminal Railway Company

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Douglas County, Nebraska

(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 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 Condemnee shall not under any circumstances, have the right of ingress or egress from the Condemnee's 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 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 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.

EXHIBIT B

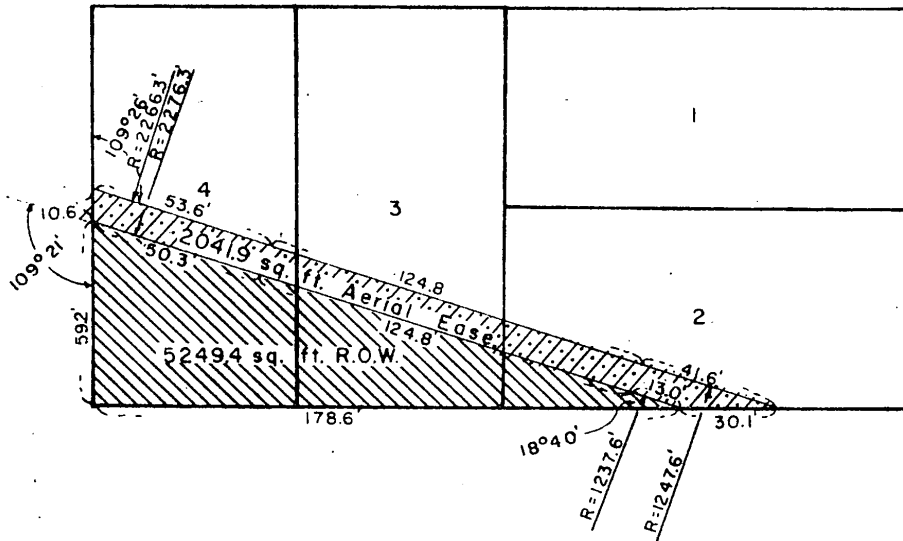
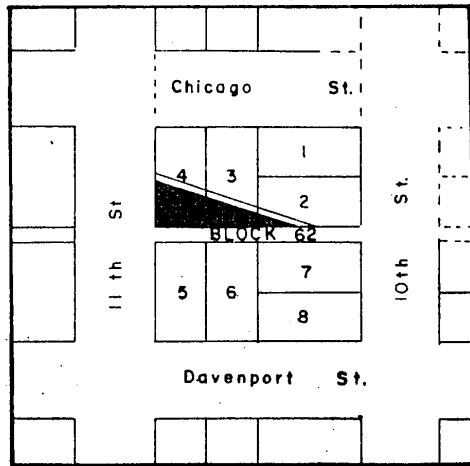
OFFICE OF THE  
COUNTY JUDGE  
**FILED**  
OCT 17 1967

ROBERT R. TROYER, County Judge

**TRACT DESCRIPTION**

lots 1, 2, 3, & Block 62 in the Original City of Omaha

Owned: Omaha Bridge & Terminal Railway Co.



SCALE 1"=50'

Proj 1-480-9(143)  
Tract 80

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

"STIPULATION OF SETTLEMENT"

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

vs.

ILLINOIS CENTRAL RAILWAY CO., an Illinois Corporation,  
successor to OMAHA BRIDGE AND TERMINAL RAILWAY COMPANY,  
a dissolved corporation; DOUGLAS COUNTY TREASURER;  
Condemnees

in the matter of the ~~...~~ Condemnation Docket C3 - Page 118

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 27th day  
of December, A. D. 19 67.

ROBERT R. TROYER

County Judge.

By

*Joseph J. Belitz*

Clerk of the County Court.

IN THE COUNTY COURT

DOUGLAS COUNTY, NEBRASKA

In the Matter of the

of

CERTIFIED COPY

OF

"STIPULATION OF SETTLEMENT"

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

RECEIVED  
FEB 2 AM 9 31

THE STATE OF NEBRASKA } ss.  
Douglas County

Entered in the Index and filed  
for Record in the office of the Register of  
Deeds of said county and recorded in  
Book 459 of *new.*

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*James J. Glavin*  
Register of Deeds

By \_\_\_\_\_ Deputy

*Wm. J. Roeder*  
*James J. Glavin*

G.P.N.P.G.

Compared 9-16-19 Fee 9.50