

NEBRASKA DOCUMENTARY  
STAMP TAX  
Date March 23, 2015  
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201500551

Page 1 of 4

FILED  
OTOE COUNTY, NE  
FEE \$ 28.00

2015 MAR 23 PM 1 15

*Janet Reed*  
REGISTER OF DEEDS

ENTERED ☒  
VERIFIED ☒  
SCANNED ☒

FOR REGISTER OF DEEDS USE ONLY

Return to: Julie Westergren  
Nebraska Dept. of Roads, R.O.W. Division  
1500 Highway 2, Box 94759  
Lincoln, NE 68509-4759

EASEMENT – INDIVIDUAL - GENERAL (page 1)

PROJECT: 75-2(1040)

C.N.: 10800B

TRACT: 8

KNOW ALL MEN BY THESE PRESENTS:

THAT **VFMall Realty Management Nebraska LLC, a Nebraska Limited Liability Company**

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **ONE AND NO/100----(\$1.00)----DOLLAR AND OTHER VALUABLE CONSIDERATION** in hand paid does hereby grant and convey unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns the following described permanent easement for the purpose of **CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND RECONSTRUCTING IN THE SUBSURFACE ONLY**, and the subsequent maintenance of same, situated in **OTOE County**, and State of Nebraska, to-wit;

Permanent Easement to a tract of land for the purpose of constructing, operating, maintaining, repairing and reconstructing in the subsurface only, (1) subsurface or underground straps, tie-backs or anchors to provide support for a retaining wall system, and (2) drainage structures needed for the retaining wall system. Said retaining wall system is to be constructed on new and existing State property, near and parallel to a portion of the new boundary line between State and owners remaining property, as a part of the States construction of a bridge for Highway 2, over State Highway 75, (the rights related to this easement will be further described below), located in Lot A in the H & E Subdivision in the Northwest Quarter of the Northwest Quarter of Section 21, Township 8 North, Range 14 East of the sixth principal meridian, Otoe county, Nebraska, described as follows:

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## EASEMENT – INDIVIDUAL GENERAL (page 2)

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REFERRING TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTHERLY A DISTANCE OF 1021.98 FEET ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE EASTERLY DEFLECTING 089 DEGREES, 31 MINUTES, 53 SECONDS LEFT, A DISTANCE OF 189.95 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY OWNED BY THE GRANTOR(S); THENCE NORTHERLY DEFLECTING 089 DEGREES, 35 MINUTES, 57 SECONDS LEFT, A DISTANCE OF 103.51 FEET; THENCE NORTHWESTERLY DEFLECTING 023 DEGREES, 56 MINUTES, 54 SECONDS LEFT, A DISTANCE OF 117.50 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY DEFLECTING 023 DEGREES, 18 MINUTES, 14 SECONDS RIGHT, A DISTANCE OF 579.45 FEET; THENCE NORTHEASTERLY DEFLECTING 046 DEGREES, 04 MINUTES, 05 SECONDS RIGHT, A DISTANCE OF 33.09 FEET; THENCE EASTERLY DEFLECTING 042 DEGREES, 48 MINUTES, 09 SECONDS RIGHT, A DISTANCE OF 345.76 FEET; THENCE SOUTHERLY DEFLECTING 116 DEGREES, 00 MINUTES, 15 SECONDS RIGHT, A DISTANCE OF 39.71 FEET; THENCE WESTERLY DEFLECTING 048 DEGREES, 22 MINUTES, 25 SECONDS RIGHT, A DISTANCE OF 252.55 FEET; THENCE SOUTHWESTERLY DEFLECTING 027 DEGREES, 54 MINUTES, 42 SECONDS LEFT, A DISTANCE OF 71.10 FEET; THENCE SOUTHERLY DEFLECTING 045 DEGREES, 48 MINUTES, 46 SECONDS LEFT, A DISTANCE OF 71.71 FEET; THENCE SOUTHERLY DEFLECTING 006 DEGREES, 18 MINUTES, 34 SECONDS RIGHT, A DISTANCE OF 380.66 FEET; THENCE WESTERLY DEFLECTING 084 DEGREES, 04 MINUTES, 33 SECONDS RIGHT, A DISTANCE OF 22.33 FEET TO THE POINT OF BEGINNING CONTAINING 1.21 ACRES, MORE OR LESS.

State has the right as a part of this permanent easement to:

- (1) Remove the existing hard surfacing and other improvements.
- (2) Excavate soils to the depths as necessary to properly anchor, tie-back or support the wall, and to install required drainage structures.
- (3) Install, place or otherwise construct the support straps, tie-backs or anchors necessary to support the wall, and which will be laid out varying distances horizontally into the easement area.
- (4) Install, place, or otherwise construct underground drainage structures within the easement area, and the surface and underground drainage structures within new and existing state property adjacent to the easement area, as necessary to drain and convey water for the operation of the retaining wall.
- (5) Backfill soils around and above the anchors, tie-backs or straps, and drainage structures up to the approximate elevations of the surface of the ground as it was prior to construction.
- (6) Access the easement area at all reasonable times during and after the construction using the existing and any future driveways on Grantors remaining property. Grantee will be responsible for repairing or replacing any improvements of Grantor in the easement area damaged or destroyed as a result of Grantees use of the easement area.
- (7) Complete the other subsurface work needed to anchor and drain the retaining wall.
- (8) State will restore the areas disturbed by construction, reconstruction, inspection, repair or maintenance and place new surfacing to return the easement area to its approximate pre-existing condition so that it can be used by Grantor for customer access, surface drainage, parking and other non-competing uses.

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**EASEMENT – INDIVIDUAL GENERAL (page 3)****PROJECT: 75-2(1040)****C.N.: 10800B****TRACT: 8**

The State has the right to make repairs to the straps, tie-backs, anchors and drainage structures after giving 30 days written notice to Grantor or Grantors successors, lessees or assigns, and State shall restore areas disturbed by the repair to as close as reasonably possible to its pre-existing condition. Additionally, State shall have the right after giving 90 days written notice to Grantor or Grantors successors, lessees or assigns, to completely reconstruct the wall, drainage structures, anchors, tie-backs or straps when determined necessary by the State. State shall restore the easement area to the approximate condition it was in prior to each such reconstruction. This easement specifically reserves Grantors right to use the easement area for vehicle access and customer parking and other non-competing uses after the initial construction, or after any reconstruction by the State.

Grantors use of the property is further restricted as follows:

Grantor shall not construct any buildings, lighting, utilities, signs, or structures in the easement area without express approval of State, that reasonably could damage the subsurface, drainage structures, straps, tie-backs or anchors in the easement areas. However, Grantor may surface the area for parking, vehicle access and landscaping. Any improvements made by Grantor shall be maintained by Grantor.

The State will replace or rebuild any and all damage to improvements caused by the State or its contractors while State is exercising its rights of inspecting, maintaining or operating said drainage structures, straps, tie-backs or anchors, except that damage to, or loss of trees and shrubbery will not be compensated for by State.

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to his, her or their heirs, successors and assigns.

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EASEMENT - INDIVIDUAL GENERAL (page 4)

PROJECT: 75-2(1040)

C.N.: 10800B

TRACT: 8

Duly executed this 5 day of Feb, A.D. 20 15.

VFMall Realty Management Nebraska LLC, a Nebraska Limited Liability Company

  
Acknowledging Member, Agent or Manager

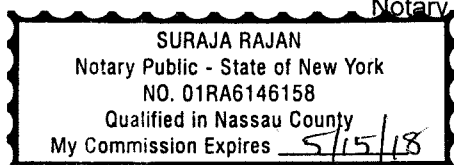
Mehran Kohansieh (Mike Khan)  
(print or type name of Acknowledging Member, Agent or Manager)

STATE OF New York  
Queens )ss.  
County)

The foregoing instrument was acknowledge before me this 10<sup>th</sup> day of February, 2015,  
by Mehran Kohansieh  
(name of acknowledging member, agent or manager)  
member, agent or manager on behalf of \_\_\_\_\_  
(name of limited liability company)  
a limited liability company.

WITNESS my hand and notarial seal the day and year last above written

  
Notary Public.



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