

# 117 STATE OF NEBRASKA, COUNTY OF OTOE, Filed for  
record in the REGISTER OF DEEDS, Page 12, 19 96  
at 10:35 A.M., recorded in Book # 170 of Index,  
Page 384 by Clara Stanku, Register of Deeds,  
Fee: \$ 10.00 by Debra L. Lee, Deputy,  
Entered 2 Indexed 2 Paged 2 Compared 2

**PRESERVATION COVENANT**

This agreement is made the 6th day of November, 1995 by the City of Nebraska City, (hereafter referred to as the "Subgrantee") and in favor of the State acting through the Nebraska Department of Roads (hereafter referred to as the "Grantee") for the purpose of the preservation of a certain Property known as the Nebraska City Historical Depot, located at 6th St. & 8th Corso, the building which is owned by the Nebraska City Industrial Development Foundation and is listed or eligible for listing on the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the Nebraska City Historical BN Depot. The property is more particularly described as follows: Located in Otoe County, Nebraska City, Nebraska, the building is owned by Nebraska City Industrial Development Foundation with a signed 40 year renewable lease for the underlying land with the Burlington Northern Railroad.

In consideration of the sum of \$33,232.00 received in federal-aid assistance through the Grantee from the Federal Highway Administration, the Subgrantee hereby agrees to the following for the duration of the lease:

1. The Subgrantee agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Subgrantee agrees that no visual or structural alternations to the exterior will be made to the property without prior written permission of the Grantee.
3. The Subgrantee agrees that the grantee, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. The Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1965 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin or disability.
5. The Subgrantee further agrees that monetary income to the Subgrantee from the rental, use, or operation of the Property in excess of the costs of further restoration, improvement and maintaining the property will be applied toward repayment of federal-aid to the Grantee or used by the Subgrantee for other eligible Title 23 activities. Any use of the property for other

than governmental or public use purposes shall result in the occupant being charged fair market rent for such use; except tenant may exchange restoration work on the premises for rent as agreed upon by the Subgrantee. Documentation of the Subgrantee's income, maintenance and repair expenses, and any required repayment will be furnished annually to the Nebraska Department of Roads during the term of the agreement.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

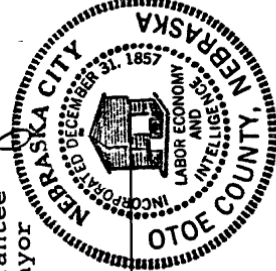
G. James Pearson  
Signature of Grantee (NDOR)

11-20-95  
Date of Signature

CITY OF NEBRASKA CITY, NE

[Signature]  
Signature of Subgrantee  
Larry Rawlings, Mayor

11-6-95  
Date of Signature



ATTEST:

[Signature]  
City Clerk/Treasurer