

I-480-9 (119) 10-478

DEED

AFE: R-362

KNOW ALL MEN BY THESE PRESENTS:

That I, M. Nuernberger, Director-State Engineer, in the name of the State of Nebraska, and for the Department of Roads of the State of Nebraska, under the provisions of Section 39-1326, Revised Statutes of Nebraska, 1943, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, do hereby grant, bargain, sell and convey unto J. I. Case Company, a corporation, its successors and assigns, the following described real estate situated in Douglas County, and State of Nebraska, to-wit:

A tract of land described as all of Lot 7, Block D, Original City of Omaha, Douglas County, Nebraska, and the North 6 feet of vacated Dodge Street adjoining said Lot 7 on the South, except the following described tract located in the Northeast Corner of said Lot 7 retained by the State of Nebraska, for Highway Right of Way Purposes:

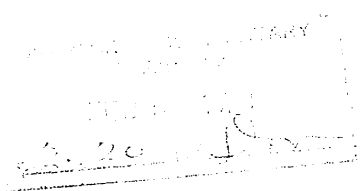
Beginning at the Northeast Corner of Lot 7, said Block D; thence westerly on the North line of said Lot 7 a distance of 12.16 feet; thence southeasterly a distance of 16.9 feet to a point on the East Line of said Lot 7; thence northerly on said East Line a distance of 11.75 feet to the point of beginning.

Said grantor, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby further grant, assign and set over to grantee, its successors and assigns, an easement and right in perpetuity in and to Lot 8, Block D, Original City of Omaha, Douglas County, Nebraska, for the use and passage of soil and surface waters flowing from said Lot 7, Block D, and passing over and through grantor's property, and further grants to grantee, its successors and assigns, an easement and right in perpetuity for a certain sewer line in and under grantor's Lot 8, Block D, Original City of Omaha, which adjoins said Lot 7, Block D, herein conveyed by which the draining of soil and surface waters from said Lot 7, Block D, are now carried into a sewer main located in what is now known as Eighth Street; the course of said sewer line, easement and right in perpetuity herein granted is described as initiating from said Lot 7, Block D, and traversing grantee's and grantor's property in a southeasterly direction.

The grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby further covenant and agree as a covenant running with the land that the land herein conveyed shall not be used in an open or exposed manner, for the storage, processing, sorting, transfer or any other use related to or connected with scrap metal or scrap material of any nature or kind, so as to create or cause an unsightly or obnoxious appearance upon the premises herein conveyed; nor shall it be used as a junk yard or scrap area.

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's fees and expenses incurred thereby.

The grantor hereby, nevertheless, retains an aerial easement area and right in perpetuity to any and all portions of the following described real estate located in Lot 7, Block D, Original City of Omaha, Douglas County, Nebraska:



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Referring to the Northeast Corner of Lot 7, said Block D; thence westerly on the North Line of said Lot 7 a distance of 12.16 feet to the point of beginning, said point being on the southwesterly Interstate Highway Right of Way Line; thence continuing westerly on said North Line a distance of 14.4 feet; thence southeasterly 136 degrees 01 minute left a distance of 36.94 feet to a point on the East Line of said Lot 7; thence northerly on said East Line a distance of 13.91 feet to a point on said Interstate Highway Right of Way Line; thence northwesterly on said Interstate Highway Right of Way Line a distance of 16.9 feet to the point of beginning, containing 269.31 square feet, more or less.

The grantee, its successors and assigns, covenant in regard to said Aerial Easement Area, only as follows:

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

(2) The grantee 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 grantor to be a potential fire or other hazard to the facilities of the grantor.

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

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

