

I-480-9 (119)

AFE: R-362

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EASEMENT AGREEMENT

This Agreement made and entered into this 9<sup>th</sup> day of January, 1969, by and between J. I. Case Company, a Wisconsin corporation, hereinafter referred to as "Case", and the State of Nebraska, Department of Roads, hereinafter referred to as "State",

WITNESSETH:

RECITALS

The State has completed the construction of a bridge across the Missouri River in the City of Omaha, Nebraska, as part of the interstate highway system, together with the necessary and required approaches thereto. Case has a five story brick office and warehouse building located on the northeast corner of 9th and Dodge Streets in Omaha, Nebraska, together with lots adjoining said building on the north and east which are utilized for shipping and receiving areas. That in consideration of Case by reason of the construction and use of the interstate highway and related street and highway facilities, as project I-480-9 (119), State has agreed to grant and convey to Case an easement for access over and upon the real estate as herein described.

State is the owner and in possession of a parcel of land described as Lot 2, Block D, Original City of Omaha, Douglas County, Nebraska, which adjoins Case's property on the north.

Case is the owner and in possession of three parcels of land described as Lot 7, Block D, Original City of Omaha, Douglas County, Nebraska, which adjoins State's property on the south, and Lots 5 and 6, Block D, adjoining said Lot 7, Block D.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, it is understood and agreed as follows:

1. State does hereby grant, assign and set over to Case the non-exclusive right, privilege and easement for purposes of reasonable and convenient ingress and egress from Case's property to Capitol Avenue over the west one-half or the west 33 feet of State's property containing approximately 3,960 square feet, more or less. Said easement shall be 33 feet in width containing a strip of paved roadway no less than 18 feet in width and shall be constructed and repaired by the State.

2. The perpetual easement herein granted shall automatically terminate and be revoked and cause the premises, subject to said easement, to revert to the State, its successors and assigns, when the use of Case's property is so changed or altered that ingress and egress therefrom to Capitol Avenue is terminated by the owner or occupier of Case's property.

3. The easement herein provided for is non-exclusive and its use and enjoyment shall be joint with the parties to this agreement, their invitees, licensees, servants, agents, employees and visitors.

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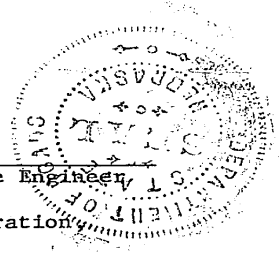
4. The easements, covenants and agreements granted herein are to be held by the respective State and Case, their successors and assigns, as appurtenant to the land owned by the respective parties, all easements, covenants and agreements herein shall be considered and construed as covenants running with all of the lands of both parties hereto and shall inure and extend to and be binding upon the successors, assigns, lessees, licensees, servants, agents, employees and visitors of the parties hereto, the same as if they were in every case named and expressed and shall continue in force perpetually until abrogated or annulled by mutual agreement of the parties hereto, their successors or assigns, or in accordance with paragraph 2.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals this 9th day of January, 1970

THE STATE OF NEBRASKA, DEPARTMENT OF ROADS

BY [Signature] Director/State Engineer

J. I. CASE COMPANY, a corporation By Edward J. Harrison Vice President

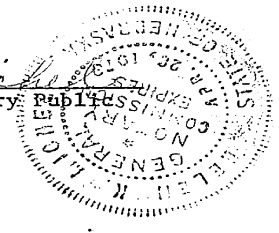


STATE OF NEBRASKA ) )ss. COUNTY OF LANCASTER)

On this 9th day of January, 1970, before me, the undersigned, a Notary Public in and for said county, personally came M. Neuenberger Director - State Engineer to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the State of Nebraska, and that the seal of said State of Nebraska was thereto affixed by its authority.

Witness my hand and notarial seal at Lincoln in said county the day and year last above written.

[Signature] Helen K. Mitchell Notary Public

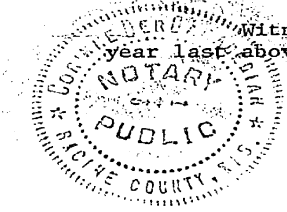


STATE OF Wisconsin ) )ss. COUNTY OF Racine)

On this 22nd day of December, 1969, before me, the undersigned, a Notary Public in and for said county, personally came Edward J. Harrison, Vice President of J. I. Case Company, a corporation, to me personally known to be the Vice President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Racine, Wisconsin the day and year last above written.

[Signature] Corinne Dew Charleson Notary Public My Comm Expires 6-15-72



3 ENTERED IN MUNICIPAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, DAY OF February 1970 9:53A 7.00