

## QUIT CLAIM DEED

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 ~~-----Sixteen thousand two hundred fifty-two and no/100-----~~ (\$16,252.00) ~~-----~~ DOLLARS, do remise, release and forever quit claim unto Industrial Dev. Co., a Partnership of Douglas County, its successors and assigns the following described real estate situated in Douglas County, and the State of Nebraska, subject to all existing restrictions and easements to wit:

A tract of land located in the Northwest Quarter of Section 35, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Referring to the North Quarter Corner of said Section 35; thence southerly on the East Line of the Northwest Quarter of said Section 35 a distance of 1,304.3 feet, more or less, to a point on the southwesterly Existing Highway Right of Way Line; thence northwesterly 123 degrees 48 minutes right and on said Existing Highway Right of Way Line a distance of 310.4 feet to the point of beginning; thence continuing northwesterly on the last described course produced a distance of 747.7 feet; thence southeasterly 176 degrees 40 minutes right a distance of 340.1 feet; thence continuing southeasterly 06 degrees 06 minutes right a distance of 408.7 feet to the point of beginning, containing 0.17 acre, more or less.

There will be no ingress or egress over the above described tract onto the remaining Existing Highway Right of Way.

And also, a tract of land located in the Northwest Quarter of Section 35, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Referring to the Northwest Corner of said Section 35; thence easterly on the North Line of the Northwest Quarter of said Section 35 a distance of 86.4 feet to a point on the northeasterly Union Pacific Railroad Company Right of Way Line; thence southeasterly on said Railroad Right of Way Line a distance of 208.1 feet to the point of beginning; thence continuing southeasterly on the last described course produced and on said Railroad Right of Way Line a distance of 714.7 feet; thence easterly 51 degrees 03 minutes left a distance of 555.9 feet; thence southeasterly 28 degrees 21 minutes right a distance of 181.8 feet; thence northwesterly on a 4,368.45 foot radius curve to the left (initial tangent of which forms an angle of 170 degrees 44 minutes left from the last described course) a distance of 1,335.6 feet to the point of beginning, containing 4.61 acres, more or less.

There will be no ingress or egress over the above described tract onto the remaining Existing Highway Right of Way.

The grantee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreation, and vehicle servicing), will not discriminate on the ground of race, color, or national origin against such traveling public or highway users in its access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the grantee, shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 14, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

The grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that (1) no person, on the ground of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination of the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors (3) that such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right-of-way, and (4) that the grantee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

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" (1) that the land herein conveyed or any part hereof shall not be used for the erection or display of any advertising sign, device or display, which is not related to or connected with the use of the premises conveyed hereby, (2) that the land herein conveyed shall not be used 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; or any other use, so as to create or cause an unsightly or obnoxious appearance upon the premises herein conveyed.

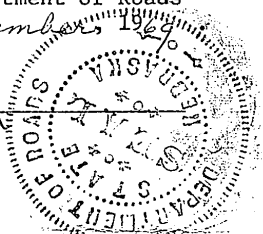
That in the event of breach of any of the above covenants, the State shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State and its assigns.

TO HAVE AND TO HOLD the above described premises unto the grantee Industrial Dev. Co., its successors and assigns forever.

IN WITNESS WHEREOF, I, M. Nuernberger, Director-State Engineer of the State of Nebraska, have hereunto signed my name and caused the seal of the Department of Roads of the State of Nebraska, to be hereunto affixed this 7th day of November, 1969.

*Robert T. Pinnon*  
Governor of the State of Nebraska

*M. Nuernberger*  
Director-State Engineer



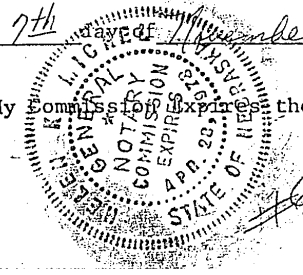
STATE OF NEBRASKA)  
Lancaster County)

Before me, a General Notary Public, personally came M. Nuernberger, Director-State Engineer for the State of Nebraska, known to me to be the Director-State Engineer for the State of Nebraska, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said State of Nebraska and that the seal of the Department of Roads was thereto affixed by its authority.

7th day of November, 1969.

WITNESS my hand and Notarial seal on the  
*Helen K. Michel*  
Notary Public

My Commission Expires the 28th day of April 1973.



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,  
15 DAY OF December 1969 AT 9:35 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS  
\$ 5.00