

AERIAL EASEMENT

BOOK 454 PAGE 315

THIS INDENTURE, Made this 7th day of July, 1967,
 between ~~Valeria L. McMahon, a widow~~ JAMES B. CAREY and JOHN M. CAREY TC.
 party of the first part, and the State of Nebraska, party of the second part;

WHEREAS, the Grantors, the Owners in fee simple title to certain real estate which is adjacent to the right-of-way of the Interstate Highway which is a part of the State Highway System of the State of Nebraska, located in the City of Omaha, Douglas County, Nebraska, and

WHEREAS, the said property is so located that it is necessary and desirable for State Highway purposes to acquire an Aerial Easement to protect the said right-of-way and structures located thereon, and to eliminate any present or future hazard to travel, and to that end to exercise such reasonable control over the lands within said aerial easement area, described and illustrated hereinafter, as may be necessary to accomplish such objectives,

NOW THEREFORE,

WITNESSETH: For and in consideration of the sum of \$ - - - -Fifty and 00/100- - - - (or as hereinbefore specified) paid by the Grantee to the Grantor__, receipt whereof is hereby acknowledged, and in consideration of the covenants herein contained, the Grantor, hereby sell, convey, transfer and grant to the Grantee, its successors and assigns, an easement and right in perpetuity to any and all portions of the described real estate, hereinafter described as an aerial easement area, the location of said easement being shown on Exhibit "A" attached, hereto, and made a part hereof.

The grantor__ heirs, successors, or assigns covenants in regard to said Aerial Easement area, as follows:

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

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

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

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

(7) The grantor shall in the construction, reconstruction or maintenance of any structure or facility in said easement area require all safeguards necessary to protect the public and said highway, and carry adequate insurance for the payment of any damage which may occur during such construction, reconstruction, or maintenance in said easement area and save the grantee harmless from any claim for damages arising thereby.

In the event of the breach or violation by the grantor, her heirs, successors or assigns in any of the foregoing covenants, the grantee shall have the right to exclude the grantor from any and all use of said easement area, in order to safeguard the public and the adjacent highway facilities.

TO HAVE AND TO HOLD the premises above described, together with all the tenements, Hereditaments and Appurtenances thereunto belonging, unto the said The State of Nebraska and to its successors and assigns forever.

And I do hereby covenant with the said Grantee and with its successors and assigns that I am lawfully seized of said premises; that they are free from encumbrance that I have good right and lawful authority to sell the same; and do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Valeria L. McMahon hereby relinquishes all her rights of every name and kind in and to the above described premises

Signed this 7th day of July A.D. 1967

In Presence of J.R. Roddy, James B. Carey - Donna J. Carey, John M. Carey, Marie T. Carey

STATE OF NEBRASKA) ss. Douglas County)

On this 7th day of July, A.D., 1967, before me, the undersigned J.R. Roddy a Notary Public, duly commissioned and qualified for and residing in said County, personally came Valeria L. McMahon, widow, James B. Carey & Donna J. Carey and John M. Carey & Marie T. Carey to me known to be the identical persons whose name is ARE is affixed to the foregoing instrument as grantor and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

J.R. Roddy Notary Public [Notary Seal]

My Commission expires the 25th day of October, 1968

A tract of land located in the East 22 feet of Lot 3, Block 39, Original Plat, City of Omaha, Douglas County, Nebraska, described as follows:

Referring to the Southeast Corner of Lot 3, said Block 39; thence westerly on the South Line of said Lot 3 a distance of 11.0 feet to the point of beginning; thence continuing westerly on said South Line a distance of 11.0 feet to the Southwest Property Corner; thence northerly on a line 22.0 feet westerly from and parallel to the East Line of said Lot 3 and on the westerly Property Line a distance of 6.7 feet; thence southeasterly to the point of beginning, containing 36.9 square feet, more or less, being the area hereby secured.

J. Mack

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
Douglas County

Entered in numerical index and filed
in Record in the office of the Register of
Deeds of said County and recorded in
Book 454 of Map.
Page 315

Chas. J. ...

Deputy Register

BY *Walter R. ...*
Deputy
Walter R. ...
Lincoln, Neb.
G.P.N. ...
Form 9-104 For 450

I-480-9(1962) R-520
Revised Easement
James B. Carey
et. al.
to
State of Nebraska
Douglas County

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