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MISC 1989 21418

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AERIAL EASEMENT-CORPORATION(GENERAL-PAGE 1)
 PROJECT: I-480-9(142)

TRACT: 76

KNOW ALL MEN BY THESE PRESENTS:

THAT: Nebraska Machinery Company

organized and existing under and by virtue of the laws of the State of NEBRASKA hereinafter known as the Grantor, for and in consideration of the sum of **-FIFTY EIGHT AND NO/100-(\$58.00)-- DOLLARS** in hand paid does hereby grant and convey unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns the following described Permanent Aerial Easement for the purpose of protecting the adjacent Interstate Highway 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, as may be necessary to accomplish such objectives, situated in DOUGLAS County, and State of Nebraska, to-wit;

A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF THE VACATED ALLEY IN BLOCK 39, ORIGINAL CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 8 OF SAID BLOCK 39; THENCE WESTERLY A DISTANCE OF 125.78 FEET; THENCE NORTHWESTERLY DEFLECTING 031 DEGREES, 08 MINUTES, 15 SECONDS RIGHT, A DISTANCE OF 19.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY DEFLECTING 000 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 19.34 FEET; THENCE EASTERLY DEFLECTING 148 DEGREES, 51 MINUTES, 45 SECONDS RIGHT, A DISTANCE OF 19.34 FEET; THENCE SOUTHEASTERLY DEFLECTING 031 DEGREES, 08 MINUTES, 15 SECONDS RIGHT, A DISTANCE OF 19.34 FEET; THENCE WESTERLY DEFLECTING 148 DEGREES, 51 MINUTES, 45 SECONDS RIGHT, A DISTANCE OF 19.34 FEET TO THE POINT OF BEGINNING, CONTAINING 193.39 SQUARE FEET, MORE OR LESS.

The Grantor heirs, successors and assigns, covenant in regard to said Aerial Easement Area, as follows:

- (1) The Grantors shall not construct or maintain any building, structure, or facility with 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 flammable nature within said easement area, nor permit the storage of any other use deemed by the Grantee to be a potential fire or other hazard to the facilities of the Grantee. The Grantee reserves the permanent right to enter upon said easement area at any time to inspect said easement area for said explosive or flammable materials. The Grantor shall be liable for and hold the

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Grantee harmless from any and all damages, including but not limited to damages to the Grantees facilities, claims, suits, injury or loss of life which may occur on said easement area as a result of the unauthorized storing or the unauthorized permitting of the storage of materials of an explosive or flammable nature.

- (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 circumstance, have the right to ingress or egress from the Grantor's adjacent lands to any elevated structure or structures that the Grantee may construct for highway or related purposes; provided, however, 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) Construction, 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. This shall not apply to the building existing on the easement area as of the date of this instrument.
- (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 or damages arising thereby.

The State of Nebraska, Department of Roads, their designee, their agents, their contractors or subdivision of the Department of Roads, as a part of the consideration hereof, reserves the right to push or blow snow from the elevated structures of Interstate Highway 480 next to the said aerial easement onto the said aerial easement area described herein. It is agreed and understood that the Grantor shall hold the Grantee harmless from all

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claims or suits for damages to persons or property on the aerial easement area as a result of snow being pushed or blown from the elevated structures of Interstate Highway 480. The removal of snow and clearance of the aerial easement area shall be the responsibility of the Grantor. It is agreed and understood that the Grantor shall hold the Grantee harmless from all claims or suits for damages to person or property on the aerial easement area as a result of such snow removal.

The State of Nebraska, Department of Roads, as a part of the consideration hereof, reserves the right to paint the elevated structures of Interstate Highway 480 next to the aerial easement. The Grantee shall hold the Grantor harmless from all claims or suits for damages to person or property on the aerial easement as a result of said painting.

The Grantee shall hold the Grantor harmless for all claims or suits for damages to person or property on the aerial easement due to debris which may fall or land on the aerial easement during the useage and maintenance of the Interstate Highway 480.

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

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and to its successors and assigns.

Duly executed this 5th day of December, 1989.

SEAL

ATTEST

By:

[Signature] V/Pres

Nebraska Machinery Company
Corporation
By: *[Signature]* Pres.

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STATE OF Nebraska)
) ss.
Douglas County)

On this 5th day of December, A.D., 1989,
before me, a General Notary Public, duly
commissioned and qualified, personally came
J.L. Swanson Pres. J.D. Swanson v/loc.

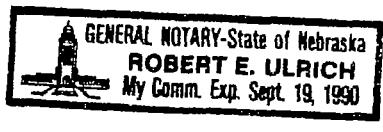
the duly authorized representatives of Nebraska Machinery Co.

who acknowledged that he, she or they held the
position or title set forth in the instrument,
that he, she or they signed the instrument on
behalf of the corporation by proper authority and
that the instrument was the act of the
corporation and are to me known to be said duly
authorized representative or representatives and
and the identical person or persons who signed
the foregoing instrument and acknowledged the
execution thereof to be his, her or their volunt-
ary act and deed.

WITNESS my hand and notarial seal the day
and year last above written.

Robert E. Ulrich Notary Public.

My commission expires the 19th day of September, 1990.



2/14/89
macy

RECEIVED
DEC 26 12 12 PM '89
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

of 908 FEE 22.00
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OF Mach COMP FB 03-80000