

STATE OF NEBRASKA
DEPARTMENT OF ROADS,

Docket 03, Page 122

Condemner,

v.

RETURN OF APPRAISERS

JOSEPH F. PANEBINCO and JOSEPHINE M.
PANEBIANCO, husband and wife, Joint
Tenants; DOUGLAS COUNTY TREASURER;

OMEGA CORPORATION, A Nebraska Cor-
poration, Owner; FIELD PAPER CO.,
A Nebraska Corporation, Lessee;
THE OMAHA NATIONAL BANK, Mortgagee;
DOUGLAS COUNTY TREASURER;

Condemnees.

TO HONORABLE ROBERT R. TROYER, COUNTY JUDGE, DOUGLAS COUNTY, NEBR.

We, the undersigned appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers" duly served upon us by _____, Sheriff or Deputy Sheriff of Douglas County, Nebraska, on the 23rd day of October, 1967, and after having taken and filed the "Oath of Appraisers" that we did carefully inspect and view the property described herein, sought to be appropriated by the State of Nebraska, Department of Roads, and also other property of the condemnees alleged damaged thereby and did hear all parties interested therein in reference to the amount of damages sustained while we were so inspecting and viewing the property herein described and thereafter did assess the damages that the condemnees have sustained or will sustain by such appropriation of the property herein described for State highway purposes and also damage to such other property of the condemnees as in our opinion was damaged by the appropriation of the property herein described:

C O N D E M N A T I O N

Joseph E. Panchianec and Josephine Panchianec, Husband and Wife,
Joint Tenants.

Proposed: 1-480-9 (113)

APC: E-529

Douglas County, Nebraska

Page 1 of 2

The Simple Title to a tract of land and all improvements thereon, if any, for Highway Right of Way Purposes located in Lots 5 and 6, Block 63, Original City of Omaha, Douglas County, Nebraska, as illustrated on the attached plat and being more particularly described as follows:

Beginning at the Southwest Corner of Lot 6, said Block 63; thence north-
only on the West Line of Lots 5 and 6, said Block 63 a distance of 72.7 feet;
thence southeasterly on a 1,237.6 foot radius curve to the right a distance of
110.4 feet to a point on the South Line of said Lot 6; thence westerly on said
South Line a distance of 120.0 feet to the point of beginning, containing 4,517.1
square feet, more or less, to be secured in this action.

And also, Permanent Easement to a tract of land and all improvements
thereon, if any, for Aerial Easement Purposes located in Lots 5, 6, and 7, Block
63, Original City of Omaha, Douglas County, Nebraska, as illustrated on the at-
tached plat and being more particularly described as follows:

Referring to the Southwest Corner of Lot 6; said Block 63; thence north-
only on the West Line of Lots 5 and 6, said Block 63 a distance of 72.7 feet to
the point of beginning, said point being on the northeasterly Highway Right of Way
Line; thence southeasterly on a 1,237.6 foot radius curve to the right and on said
Highway Right of Way Line a distance of 110.4 feet to a point on the South Line
of said Lot 6; thence easterly on the South Line of Lots 6 and 7, said Block 63
a distance of 17.5 feet; thence northwesterly on a 1,247.6 foot radius curve to
the left a distance of 161.3 feet to a point on said West Line; thence southerly
on said West Line a distance of 11.3 feet to the point of beginning, containing
1,506.4 square feet, more or less, to be secured in this action.

AERIAL EASEMENT PROVISIONS:

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

(2) The Condemnees 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 Condemner to be a potential fire or other
hazard to the facilities of the condemner.

(3) The Condemnees shall not use or occupy the easement area or per-
mit 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 sub-
ject the highway to hazardous or unreasonably objectionable drippings, drainage
or discharge of any nature, including rain or snow.

(4) The Condemnees shall not use signs, displays or other devices in
the said easement area unless authorized in writing by the Condemner, and any
such devices must be restricted to indications of ownership and activity. Reason-
able restrictions upon the number, size, location and design of such devices will
be regulated by the Condemner.

CONDEMNATION

Land of ... and F. Condemnees and ... Condemnees, Husband and Wife,
 Joint Tenants

Project: 14430-2 (143)
 Part 2 of 2

ARE: R-4899

Douglas County, Nebraska

(5) The Condemnees shall not under any circumstances, have the right of ingress or egress from the Condemnees' adjacent lands to any elevated structure or structure that the Condemner may construct for highway or related purposes; provided, however the Condemnees shall have the right of access below any elevated structure for other uses in said easement area not inconsistent with this covenant, 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 Condemnees shall not

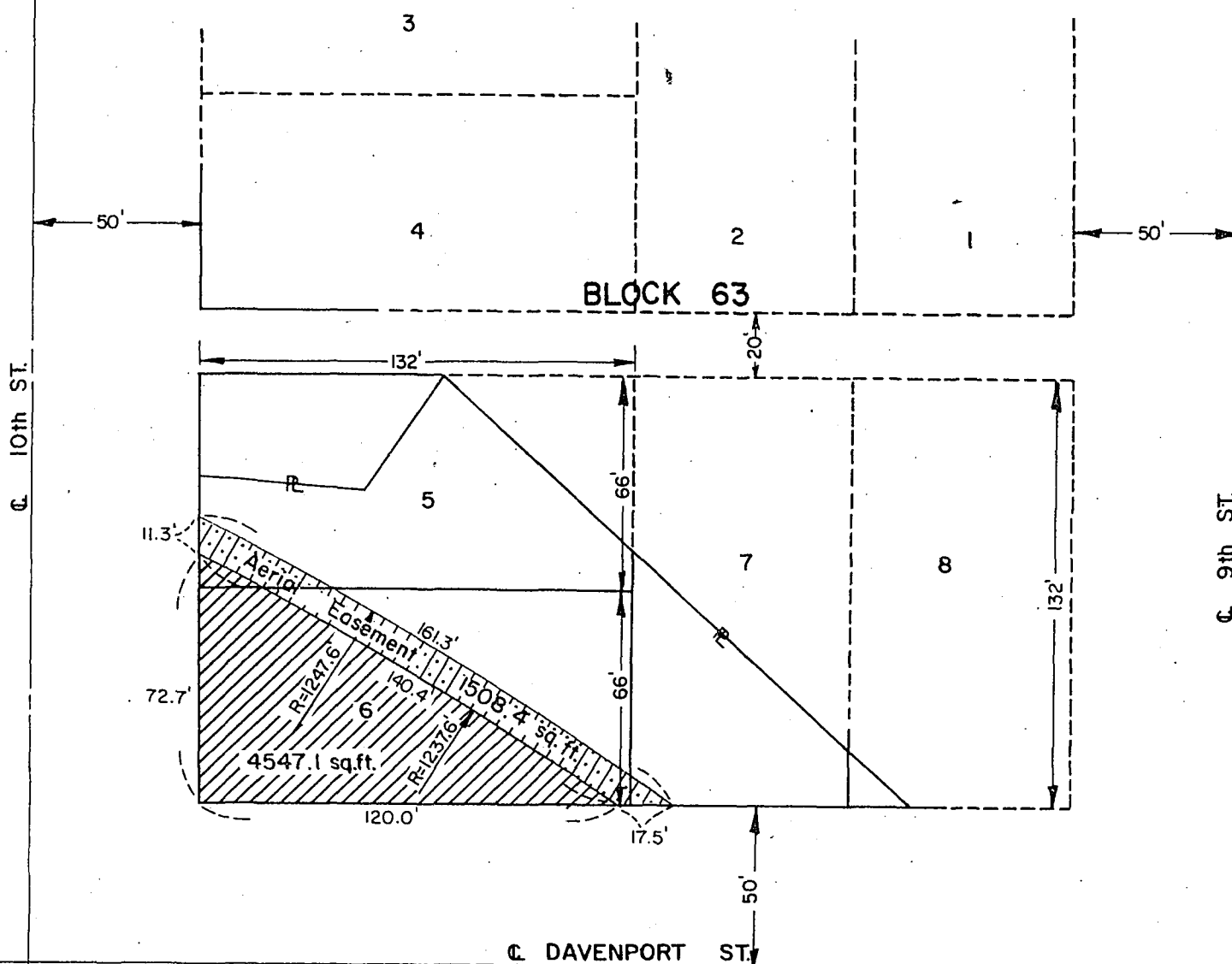
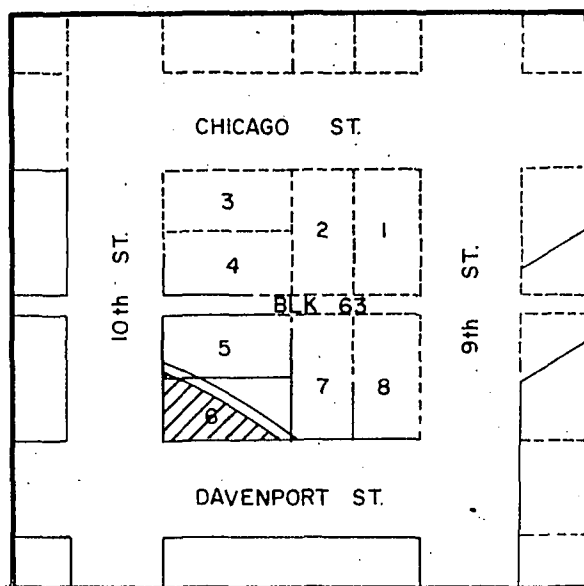
- (a) construct, reconstruct or maintain any structure or facility in said easement area that is not of fireproof construction,
- (b) construct, reconstruct, or maintain any structure or facility which shall or will extend into the land owned in fee simple title by the Condemner or that would in any manner interfere with the maintenance, construction or reconstruction of any Interstate Highway Facility or structure.

(7) The Condemnees 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 Condemner harmless from any claims for damages arising thereby.

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

100-442617-10, dated 10, Original file of Bufile, 100-442617-10

Owner: Joseph F. & Josephine Panobianco



AFE-R 529

checked *QCM 10/67*

STATE OF NEBRASKA
DEPARTMENT OF ROADS

CONDEMNATION

Land Owner: Omega Corporation

Tenant: Field Paper Co.

Mortgagee: Omaha National Bank

Project: 1-480-9 (143)

APR: R-529

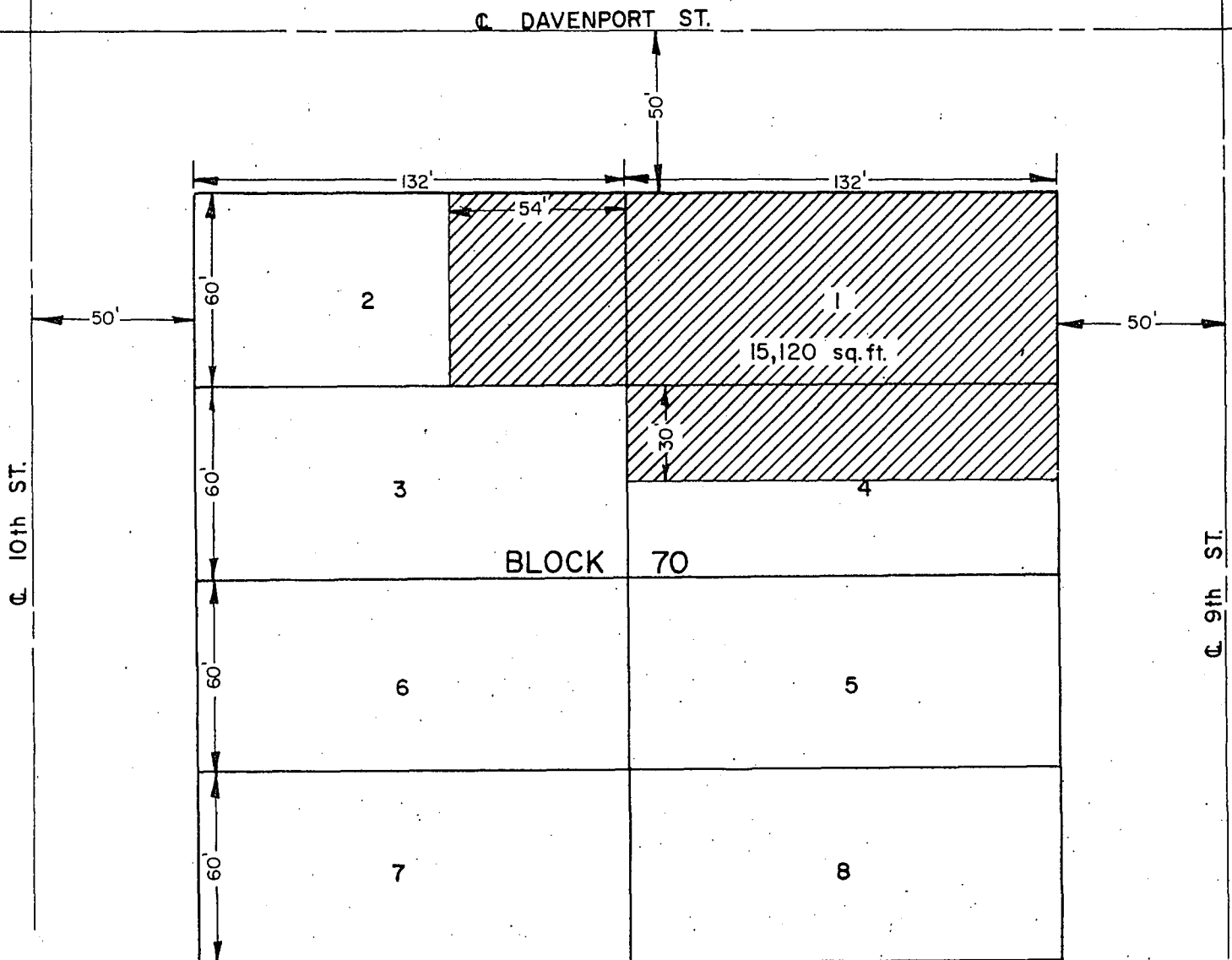
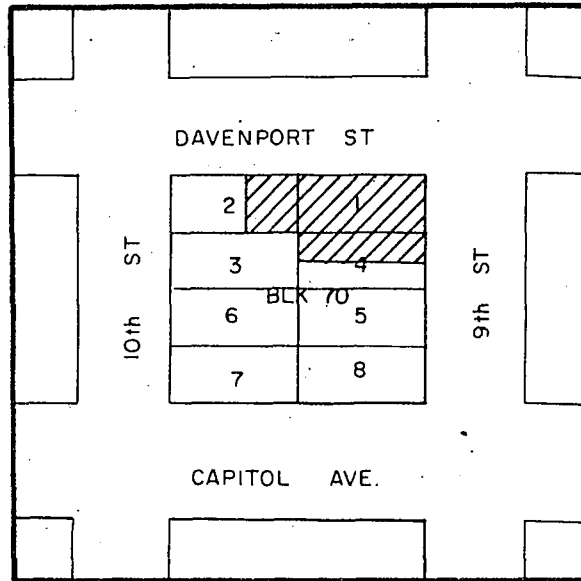
Douglas County, Nebraska

See Simple Title to a tract of land and all improvements thereon, if any, for Highway Right of Way Purposes as illustrated on the attached plat and being more particularly described as all of Lot 1, the East 54.0 feet of Lot 2, and the North Half of Lot 4, all in Block 70, Original City of Omaha, Douglas County, Nebraska, containing 15,120.0 square feet, more or less, to be secured in this action.

TRACT DESCRIPTION

BOOK 459 PAGE 102

Mr. J. C. Corporation



drawn CPB 10/6/67
checked ALF
written
checked

SCALE 1"=50'
TRACT NO. 86
PROJECT NO. 1-480-9(143)
AFE-R 529

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Now, therefore, we, as appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the appropriation of title to the said property or any interest therein described for State highway purposes by the State of Nebraska, Department of Roads in the amount of:

| | |
|--|-------------------------|
| To: Joseph F. Panebianco - - - - - | \$ 8,708.39 |
| Josephine M. Panebianco - - - - - | \$ 8,708.39 |
| To: Joseph F. Panebianco and Josephine M. Panebianco, | |
| husband and wife, Joint Tenants; Douglas County | |
| Treasurer; | \$ 17,416.78 |
| Douglas County Treasurer - - - - - | - Nothing |
| To: Omega Corporation, A Nebraska Corporation, Owner; - - - | - Nothing |
| The Omaha National Bank, Mortgagee; Douglas | |
| County Treasurer; | \$ 191,300.00 |
| Douglas County Treasurer - - - - - | - Nothing |
| To: Field Paper Co., A Nebraska Corporation, Lessee; | \$ 12,363.73 |

All of which is hereby respectfully submitted.

Dated this 12th day of December, A.D., 1967.

Alfred C. Kennedy
W. Ralph Smith
Clifford Wilson
 Appraisers

Subscribed and sworn to before me this ____ day of _____,

A.D., 19____.

(SEAL)

Filed: Dec. 13th, 1967.

County Judge

COUNTY COURT

DOUGLAS COUNTY

ROBERT R. TROYER, JUDGE
JOSEPH J. BELITZ, CLERK

OMAHA, NEBR.

STATE OF NEBRASKA, }
COUNTY OF DOUGLAS } ss.

I, ROBERT R. TROYER, _____ County Judge of Douglas County,
Nebraska, do hereby certify that I have compared the foregoing copy of _____

"RETURN OF APPRAISERS"

in re: STATE OF NEBRASKA, DEPARTMENT OF ROADS, Condemner

vs.

JOSEPH F. PANEBIANCO, et al., Condemnees

in the matter of the ~~-----~~ Condemnation Docket C3-132 -----, with the original record thereof, now remaining in said court; that the same is a correct transcript thereof, and of the whole of said original record, that I have the legal custody and control of said original record; that said court is a court of record, has a seal, and that said seal is hereto affixed; and that the foregoing attestation is in due form, according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the seal of said Court at Omaha, this 13th day
of December, A. D. 19 67.

ROBERT R. TROYER

County Judge.

By

ROBERT R. T
Joseph J. Delity

Clerk of the County Court.

THOMAS J O'DONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR

1968 JAN 29 AM 9 40

RECEIVED

RECEIVED

W

THE STATE OF NEW YORK } ss.
County of Albany }
I, the undersigned, Clerk of the Register of
Deeds of said County, do hereby certify and
record, in Book 459 of
page 97
of
the

Handwritten signature: *John C. ...*

10

10

Sept 7 Road
Hemel, Mich

1150