

AERIAL EASEMENT

BOOK 461 PAGE 471

THIS INDENTURE, Made this day of , 19 ,
between Abdouch Investment Company, a partnership

party of the first part, and the State of Nebraska, party of the second part;

Whereas, the Grantor, the Owner 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 \$ One and 00/100-
-----(\$1.00)-----(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, its 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 proposes 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 unreasonable 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 unreasonable 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 on 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 before 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, its 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 it does hereby covenant with the said Grantee and with its successors and assigns that it is lawfully seized of said premises; that they are free from encumbrance that it has 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 Abdouch Investment Company hereby relinquishes all its rights of every name and kind in and to the above described premises

Signed this 9th day of Feb. A.D. 19 68

In Presence of

Abdouch Investment Company

George Abdouch
By Managing partner

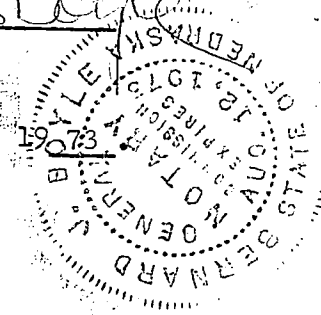
STATE OF NEBRASKA)
) ss
DOUGLAS County)

On this 9th day of February, 1968, before me, the undersigned, a Notary Public in and for said County, Personally came George Abdouch, a General Partner of the Abdouch Investment Company, Omaha, Nebraska, to me personally known to be a General Partner of said Company and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his coluntary act and deed as such General Partner pursuant to authority granted said partner by the said partnership, and the voluntary act and deed of said Abdouch Investment Company

Witness my hand and Notarial Seal at Omaha in said County, the day and year last above written.

Bernard A. Leonard
 Notary Public

My commission expires the 12th day of August, 1973



A tract of land located in Lot 8 and the South 30 feet of Lot 5, Block 70, Original City of Omaha, Douglas County, Nebraska, described as follows:

Referring to the Southeast Corner of Lot 8, said Block 70; thence northerly on the East Line of said Lot 8 a distance of 38.6 feet to the point of beginning; thence continuing northerly on said East Line a distance of 14.4 feet to a point on the southwesterly Highway Right of Way Line; thence northwesterly on said Highway Right of Way Line a distance of 51.6 feet to a point on the northerly Property Line; thence westerly on a line 30.0 feet northerly from and parallel to the South Line of Lot 5, said Block 70, and on said Property Line a distance of 13.9 feet; thence southeasterly a distance of 71.6 feet to the point of beginning, containing 615.9 square feet, more or less, being the area hereby secured.

I-4809(172)K-529

Aerial Easement

Abdoulch Investment Co.

\$

State of Nebraska

Douglas County

3

Mixed

D.

RECEIVED
1968 MAR 29 AM 9 19
THOMAS J O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

DOUGLAS COUNTY } ss.
Recorded in Numerical Index and filed
in the office of the Register of
Deeds of Douglas County and recorded in
Book 461 of Mixed

1968 471

Handwritten signature
Register of Deeds

Dept of Public
Lincoln, Neb

6 PM P.M.

9-187 475
189

9

32944