

## AERIAL EASEMENT

BOOK 460 PAGE 121

THIS INDENTURE, Made this 7<sup>th</sup> day of Dec, 1967  
 between Joseph F. Panebianco and Josephine M. Panebianco, Husband and Wife

parties 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 \$- - Twenty Five and 00/100-(\$25.00)- (or as hereinbefore specified) paid by the Grantee to the Grantors, 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, and 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 Grantors heirs, successors, or assigns covenants in regard to said Aerial Easement area, as follows:

(1) The grantors 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 grantors 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 grantors 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 grantors 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 grantors shall not under any circumstances, have the right of ingress or egress from grantors 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 grantors 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 grantors 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 grantors, 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.

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

And the said Joseph F. Panebianco & Josephine M. Panebianco hereby relinquishes all their rights of every name and kind in and to the above described premises

Signed this 7<sup>th</sup> day of Dec A.D. 1967

In Presence of Louis J. Carnazzo

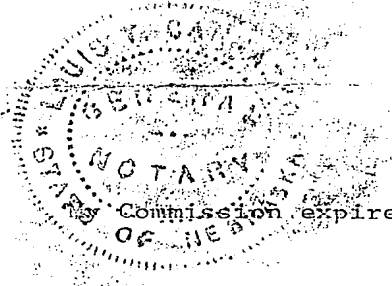
X Joseph F. Panebianco
X Josephine M. Panebianco

STATE OF NEBRASKA)
Douglas County ) ss.

On this 7<sup>th</sup> day of December, A.D., 1967, before me, the undersigned Louis J. Carnazzo a Notary Public, duly commissioned and qualified for and residing in said County, personally came Joseph F. Panebianco and Josephine M. Panebianco Husband and Wife to me known to be the identical persons whose names are is affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

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

Louis J. Carnazzo
Notary Public



Commission expires the 17<sup>th</sup> day of August, 1973.

A tract of land located in that part of Lot 4, Lying Southwest of the Chicago, Burlington and Quincy Railroad Company Right of Way Line and Northwest of the Omaha Outer Drive in Block C, in the Original City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at the Southwest Corner of Lot 4, said Block C; thence north-  
erly on the West Line of said Lot 4 a distance of 15.6 feet; thence southeasterly  
a distance of 21.8 feet to a point on the South Line of said Lot 4; thence west-  
erly on said South Line a distance of 15.1 feet to the point of beginning, con-  
taining 117.8 square feet, more or less.

I-480-9(118) R-362

Amil Easement

Joseph J. Parrott

Josephine M. Parrott

vs

State of Nebraska

Douglas County

*J*

*W. J. Parrott*

RECEIVED

FEB 23 AM 10 01

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

THE STATE OF NEBRASKA } ss  
Douglas County }  
Entered in my office and filed  
for Record in the Office of the Register of  
Deeds of said County at a record in  
Book *460 of Miss*  
Page *121*

*James J. Parrott*  
Register of Deeds

MAIL *W. J. Parrott*  
*Lincoln, Neb.*

Registered *10-477* Vol. *45*