

AERIAL EASEMENT

THIS INDENTURE made this 17th day of September, 1968, by and between ANNE R. SOSTRIN (heretofore ANNE R. FERER) and MOREY SOSTRIN, wife and husband, parties of the first part, hereinafter referred to as "Grantors", and the STATE OF NEBRASKA, party of the second part, hereinafter referred to as "Grantee";

WHEREAS, the Grantors are owners in fee simple title to certain real estate which is adjacent to the right of way of the Interstate Highway which is 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 desirable for State Highway Purposes to acquire an aerial easement to reasonably protect the said right of way and structures located thereon; to eliminate any potential hazard to travel, and to exercise reasonable control over the land within said Aerial Easement area, described and designated hereinafter to accomplish such objectives;

NOW THEREFORE, in consideration of the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00), paid by the Grantee to the Grantors, receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, the Grantors hereby sell, convey, transfer and grant to the Grantee its successors and assigns an Aerial Easement in perpetuity to the real estate hereinafter described and referred to as the "Aerial Easement Area", the location of which Easement is shown on Exhibit "A" attached hereto, and made a part hereof.

The Grantors, their heirs, legal representatives or assigns covenant with respect to said Aerial Easement Area as follows:

1. The Grantors shall not hereafter construct or erect any building or improvements within said Aerial Easement Area without first obtaining written approval of the Grantee in regard to:
 - (a) The nature of the proposed use thereof; and,
 - (b) The general design, height of the proposed building or improvements, or of any structural alteration of any existing building or structure.

The approval of the Grantee shall not be unreasonably or arbitrarily denied.

2. The Grantors shall not store or permit the storage or use of any explosive material or material of an extra hazardous inflammable nature within the Aerial Easement Area which may reasonably be deemed by the Grantee to be a hazard to vehicular traffic or to the facilities of the Grantee.
3. The Grantors shall not use or occupy the Aerial Easement Area or permit a use thereof in a manner which will unreasonably create smoke, fumes, vapor or odors to rise above the grade line of the highway so as to effect an unreasonable hazard to vehicular traffic

on the highway or subject the highway to unreasonable drippings, drainage, or discharge of any nature dangerous to traffic.

4. The Grantors shall not employ signs, displays or other devices in said Aerial Easement Area without obtaining written approval of the Grantee as to the number, size, location and design of such signs, displays or other devices. The approval of the Grantee shall not be arbitrarily or unreasonably withheld.
5. The Grantors shall be prohibited the right of ingress and egress from the Grantors' adjacent lands to any elevated structure or structures that the Grantee may construct for highway or related purposes and the Aerial Easement Area shall not extend above a horizontal plane equal to the roadway elevation of the nearest Interstate Highway structure.
6. The Grantors shall not construct or maintain any building or improvements upon the Aerial Easement Area which would result in the creation of an unreasonable fire hazard or which would in any manner interfere with the operation, use or maintenance of the highway facility or structure.
7. The Grantors shall in the construction, maintenance or reconstruction of any building or improvements or facility presently located in said Aerial Easement Area require sufficient safeguards to be taken to protect the public in the use of said highway and to protect said highway facility.

In the event of any breach or violation by the Grantors, their legal representatives or assigns of any of the foregoing covenants, the Grantee may avail itself of all remedies, in law or in equity, to effect compliance therewith.

Notwithstanding any of the provisions contained herein, it is the intent and purpose of this instrument that the Grantors not be unduly limited in the development and use of the Aerial Easement Area and the realty owned by the Grantors adjoining and contiguous thereto, but rather to impose reasonable limitations so as not to create extra hazardous conditions in and to the use, operation and maintenance of the highway facility.

To have and to hold the above Aerial Easement Area subject to the provisions hereof, together with all the tenements, hereditaments, and appurtenances thereunto belonging unto the said State of Nebraska and to its successors and assigns forever.

The undersigned Grantors covenant with the Grantee and its successors that the Grantors are lawfully seized of the Aerial Easement Area, that they have good, right and lawful authority to create the said Aerial Easement; and they do covenant to warrant and defend the said Easement against the lawful claims of all persons claiming by or through them.

IN WITNESS WHEREOF we have executed the above instrument this 17th day of September, 1968.

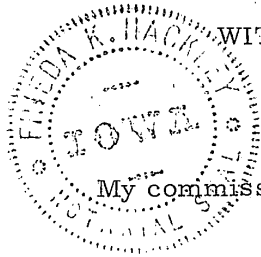
Anne R. Sostrin
Anne R. Sostrin

Morey Sostrin
Morey Sostrin

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 17th day of September, 1968, before me, the undersigned a Notary Public duly commissioned and qualified for and residing in said County, personally came ANNE R. SOSTRIN and MOREY SOSTRIN, wife and husband to me known to be the identical persons whose names are affixed to the foregoing instrument as Grantors and they acknowledged the same to be their voluntary act and deed.

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



Frieda K. Hackley
Notary Public

My commission expires: July 3, 1969

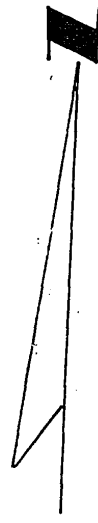
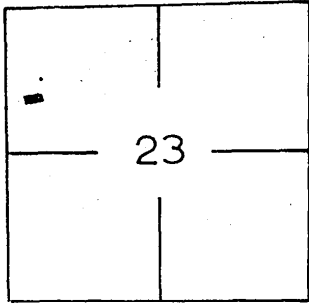
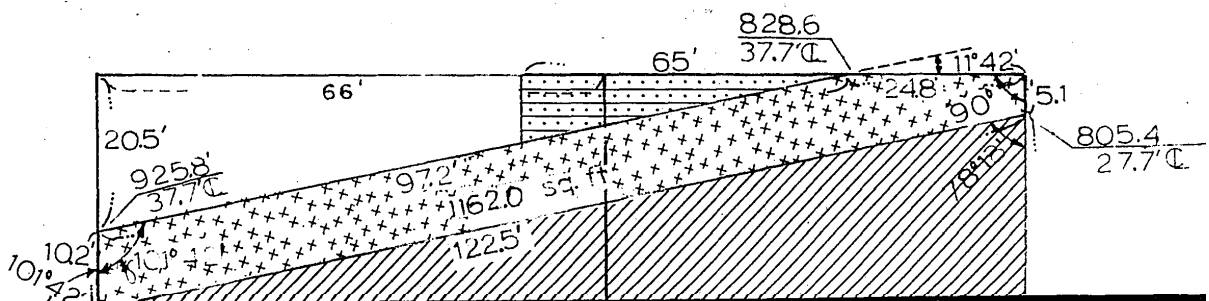
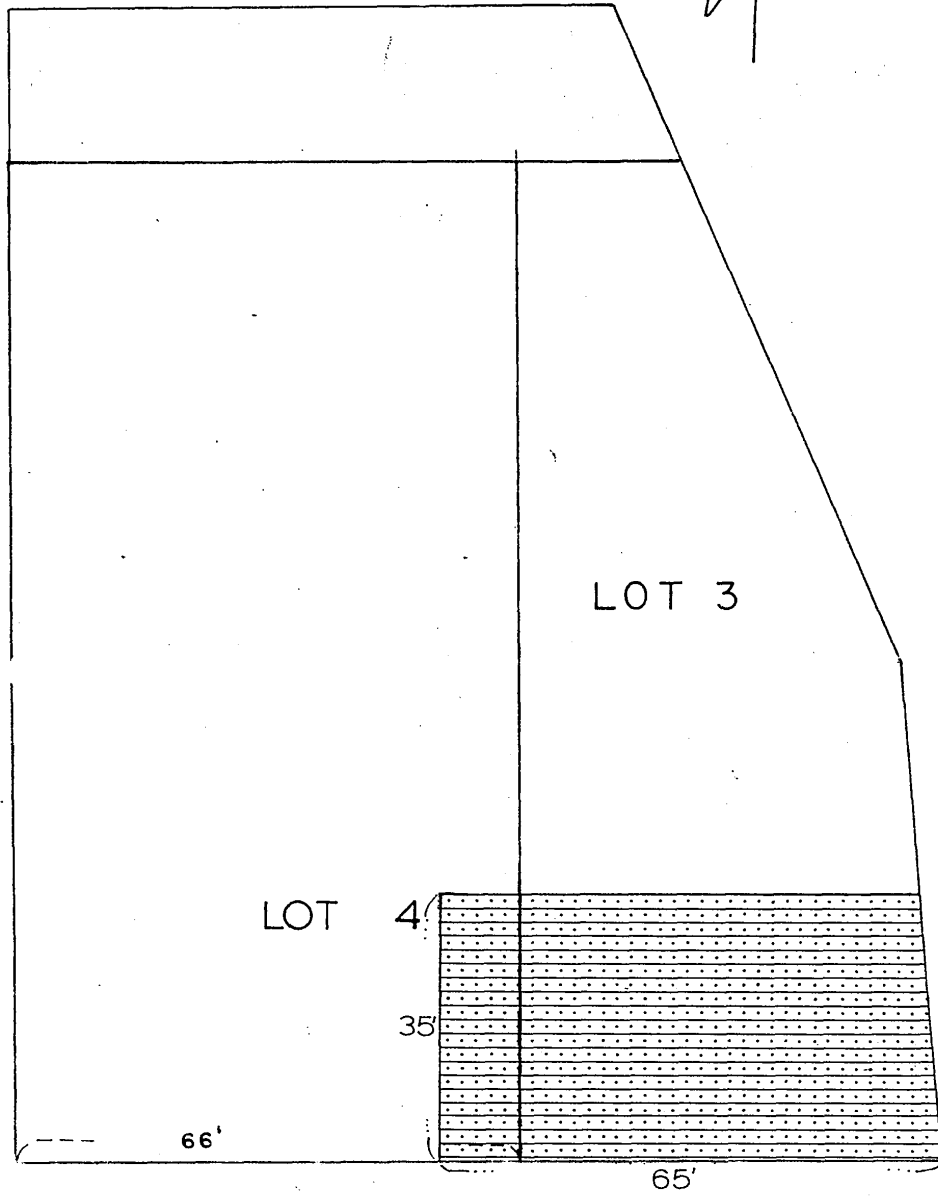
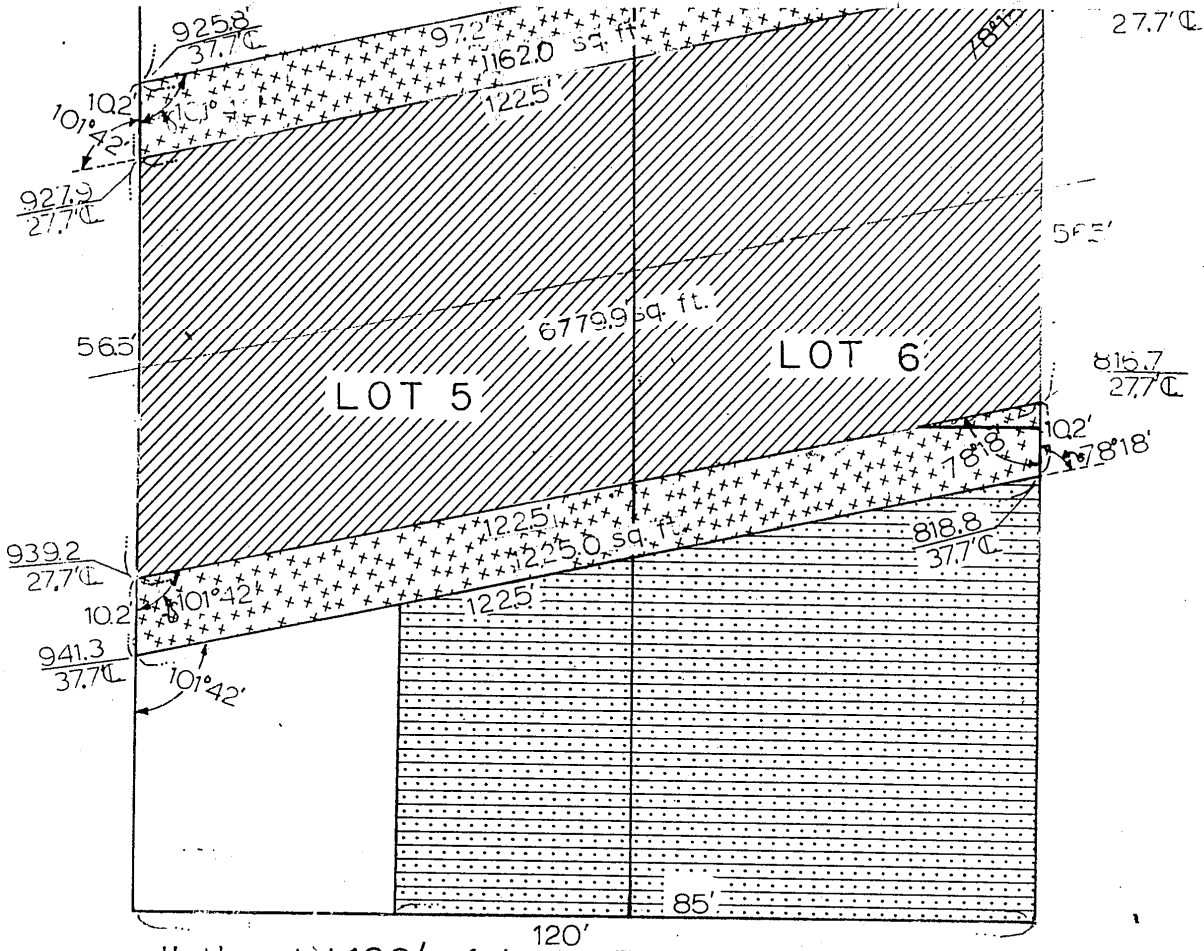


Exhibit "A"





all the W 120' of Lots 5 & 6, and pt. of
 Lots 3 & 4, Block 99, and a pt of Dodge
 street now vacated; City of Omaha, in
 NW⁴ Sec 23-T15N-R13E, Douglas County

SKETCH SHOWING
RIGHT OF WAY
 TO BE ACQUIRED
 FROM LAND OWNED
 BY

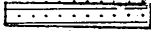
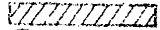
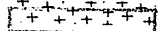
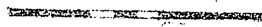
Anne R Sostrin

SCALE 1" = 20'
 TRACT 7

STATE OF NEBRASKA
 DEPARTMENT OF ROADS
 RIGHT OF WAY DIVISION
 LINCOLN, NEBRASKA

PROJ. I-480-9(119)
 A.F.E. R-

LEGEND

Temp. Demolition Ease.		
NEW R.O.W.		6779.9 sq. ft.
AERIAL EASE.		2387.0 sq. ft.
CONTROLLED ACCESS		

COMPUTED BY C.P.B.
 DRAWN BY C.P.B.
 CHECKED BY
 WRITTEN BY
 CHECKED BY

Aerial Easement

I-480-9 (119)

AFE: R-362

Tract 7

A tract of land located in the West 120.0 feet of Lots 5, & 6, Block 99, City of Omaha, in the Northwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Referring to the Northwest Corner of Lot 5, said Block 99; thence southerly on the West Line of said Lot 5 a distance of 20.5 feet to the point of beginning; thence continuing southerly on said West Line a distance of 10.2 feet to a point on the northerly Highway Right of Way Line; thence easterly 101 degrees 42 minutes left and on said Highway Right of Way Line a distance of 122.5 feet; to a point on the easterly Property Line; thence northerly 78 degrees 18 minutes left and on said Property Line a distance of 5.1 feet to a point on the North Line of said Lot 6; thence westerly on said North Line a distance of 24.8 feet; thence continuing westerly 11 degrees 42 minutes left a distance of 97.2 feet to the point of beginning, containing 1,162.0 square feet, more or less, being the area hereby secured.

And also, a tract of land located in the West 120.0 feet of Lots 5 and 6, Block 99, City of Omaha, in the Northwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Referring to the Northwest Corner of Lot 5, said Block 99; thence southerly on the West Line of said Lot 5, said Block 99 a distance of 87.2 feet to the point of beginning, said point being on the southerly Highway Right of Way Line; thence continuing southerly on said West Line a distance of 10.2 feet; thence easterly 101 degrees 42 minutes left a distance of 122.5 feet to a point on the easterly Property Line; thence northerly 78 degrees 18 minutes left and on said Property Line a distance of 10.2 feet to a point on said Highway Right of Way Line; thence westerly 101 degrees 42 minutes left and on said Highway Right of Way Line a distance of 122.5 feet to the point of beginning, containing 1,225.0 square feet, more or less, being the area hereby secured.

2
MAILED
RECEIVED

1939 JAN 10 AM 9 24

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
Douglas County } ss.
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 472 of Index
Page 433

Harold Ostler
Register of Deeds

By Deputy
MAILED
Deputy of Roads
Lincoln, Neb.
JAN 10 1939
Countered 9-272
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