

INTER-OFFICE COMMUNICATION

Date June 29, 1960

TO: Mr. Charles W. Warren
Parks, Recreation and Public Property Director

FROM: Herbert M. Fitle

SUBJECT: Agreement Omaha Towel & Linen Supply Company and City of Omaha

Attached please find agreements relative to construction of property on the west side of 24th Street south of intersection of 24th and Taylor.

This matter was processed by the Board of Appeals and is in accordance with the variance granted by said Board.

Please take the necessary action to see that the attached agreements are filed in the office of the Register of Deeds at the Court House, and returned to your files for safe keeping.

Very truly yours,


Herbert M. Fitle
City Attorney

HMF:fb
Attach.

A G R E E M E N T

THIS AGREEMENT, made at Omaha, Nebraska, on this ^{28th} day of June, 1960, by and between OMAHA TOWEL ~~CO~~ ^{WWW} ~~LINEN~~ SUPPLY CO., a Nebraska corporation (herein "Corporation"), and THE CITY OF OMAHA, a municipal corporation;

W I T N E S S E T H :

WHEREAS, Corporation is the owner in fee simple of the following described property in Douglas County, Nebraska:

The South Two (2) feet of the East Seventeen (17) feet of Lot Two (2), and the East Seventeen (17) feet of Lot Three (3), in Block Eight (8), in Isabel Replat in the City of Omaha, as surveyed, platted and recorded;

said property being located on the west side of 24th Street south of the intersection of 24th and Taylor Streets in the City of Omaha; and

WHEREAS, said property is now zoned 2nd Industrial which requires a building line of at least 50 feet from the centerline of 24th Street; and

WHEREAS, said property is now vacant, but Corporation has applied for a permit to construct a concrete building, a portion of which will be located upon the property above described and a portion upon other property of the Corporation; and

WHEREAS, said Corporation desires to waive all claim for additional damages which might accrue by reason of any improvements placed on said land within 50 feet of the centerline of 24th Street in the event of future condemnation for highway and street improvements; and

WHEREAS, The City of Omaha is agreeable to waiving the building setback requirements on the express condition that any improvements placed within 50 feet of the centerline of 24th Street shall not increase the damages payable by said The City of Omaha or any other governmental or public authority vested with jurisdiction to condemn land for the purpose of widening the right of way of said street in the event of such future condemnation for such purpose;

NOW, THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other herein contained, have covenanted and agreed, and each of them does hereby covenant and agree with the other and to the benefit of the State of Nebraska, County of Douglas, or such other governmental or public authority or body as shall have jurisdiction and authority to control, widen, improve and maintain the said 24th Street where it adjoins the real estate owned by Corporation, as follows:

1. That Corporation, its successors or assigns, shall be permitted to construct a building, and other improvements as set forth in the building permit heretofore applied for, on the real estate owned by said Corporation, as above described, no closer than 40 feet from the centerline of 24th Street as said centerline now exists, in the City of Omaha.

2. That Corporation does hereby expressly waive its right to damages upon condemnation of all or any part of the above described land for such building or other improvements hereafter placed in the area between a line 40 feet from the centerline of said 24th Street and a line 50 feet from the centerline of said street, and does further agree that in the event of such condemnation it will, at its own expense, remove that portion of such building or other improvements as may be within such area. Nothing herein contained shall be construed as a waiver by Corporation of its right to damages upon condemnation for the value of land actually condemned within said area, as said land now exists, and for damages due to severance from the remainder.

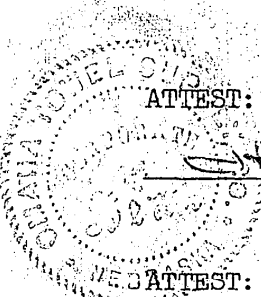
3. That with the exception of the reduction of the building line distance from 50 feet to 40 feet from the centerline of said 24th Street, all other terms, conditions and requirements of 2nd Industrial District shall remain in full force and effect.

4. That the foregoing agreement and covenants shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and each of them, and their successors and assigns.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the date first set forth above.

OMAHA TOWEL & ~~LINEN~~^{WASH} SUPPLY CO.

By [Signature]
President



ATTEST:
[Signature]
Secretary

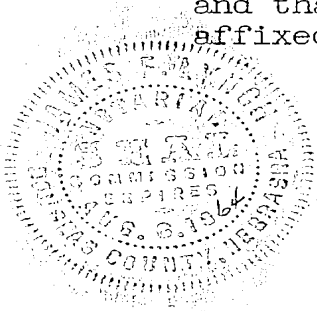
THE CITY OF OMAHA, a Municipal Corporation

By [Signature]
Mayor

[Signature]
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28th day of June, 1960, before me, the undersigned, a Notary Public, personally came A. A. Baumgartner, to me known to be the President of Omaha ~~Linen &~~ WWW Towel Supply Co., whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein set forth and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.



James F. Lynch
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28 day of June, 1960, before me, the undersigned, a Notary Public in and for said County, personally came John Rosenblatt, Mayor of The City of Omaha, a Municipal Corporation, to me personally known to be the Mayor and the identical person whose name is affixed to the above agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said The City of Omaha, a Municipal Corporation, and that the Corporate Seal of the said The City of Omaha was thereto affixed by its authority.

Mary J. Gallagher
Notary Public



13. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
9 DAY Aug 1960 AT 10:52A THOMAS J. GOGGION, REGISTER OF DEEDS