

AGREEMENT

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This Agreement entered into this 1 day of January, 1973, by and between E. G. MILLER REALTY CO., INC., a Nebraska corporation, TRUSTEE, Party of the First Part and hereinafter referred to as MILLER and FATHER FLANAGAN'S BOYS' HOME, a Nebraska corporation, Party of the Second Part, and hereinafter referred to as BOYSTOWN,

W I T N E S S E T H :

WHEREAS, MILLER is the owner of the following described premises (Real Property) to wit:

Lots 231 and 403 Candlewood Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

and

WHEREAS, MILLER has applied for a rezoning of said Real Property from second suburban to first commercial and fifth commercial as evidenced by the application filed of record with respect thereto, said Real Property to be used exclusively for the construction and maintenance of a community shopping center; and

WHEREAS, BOYSTOWN has filed of record, as an owner of adjoining real estate, its objection to the requested rezoning of such Real Property; and

WHEREAS, MILLER has agreed to execute and deliver, and to cause to be filed of record the within agreement (Agreement) together with the instrument entitled Protective Covenants (Covenants) attached to the Agreement and incorporated herein as a part hereof marked Exhibit "A", if Boystown shall withdraw its objection to rezoning.

as aforesaid, upon the granting of the requested rezoning by the City Council of the City of Omaha, Nebraska;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as hereinafter set forth and in further consideration of the provisions hereinabove set forth in the preamble paragraphs, which by specific reference are incorporated in this portion of the Agreement as a contractual part of the Agreement, the Parties hereto agree as follows:

1. MILLER agrees to execute and deliver and to cause to be filed of record the Agreement and the Covenants, attached thereto, marked Exhibit "A" which by specific reference are incorporated herein as a part hereof, on or before the expiration of 50 days from the date of the granting by the City Council of Omaha, Nebraska, of Miller's application for rezoning, as aforesaid.

2. BOYSTOWN agrees to withdraw its objection to the rezoning application of Miller, as aforesaid, presently pending before the Planning Board of the City of Omaha and further agrees that it will not object to the rezoning application of Miller, as aforesaid, at the public hearing with respect thereto to be held before the City Council of the City of Omaha, Nebraska.

3. This Agreement shall be binding upon the Parties hereto, and their respective successors and assigns.

Dated this 9 day of January, 1973.



E. G. MILLER REALTY CO., INC.,  
TRUSTEE, a Nebraska corporation,

By [Signature]

[Corporate Seal]

Attest:

[Signature]  
Secretary

FATHER FLANAGAN'S BOYS' HOME

By [Signature]