

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BEN E. KASLOW, Trustee, herein called first party, is the owner in fee simple of a tract of land situated in the County of Douglas and State of Nebraska, described as follows, to-wit:

Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), West "L" Street Acres Annex, an addition to the City of Omaha, as surveyed, platted and recorded;

and

WHEREAS, the undersigned, AURELIANO RAMIREZ and PAULINE RAMIREZ, husband and wife, herein called second parties, represent and warrant that they are the owners, and the undersigned, CECIL C. POTTER and BONNIE M. POTTER, husband and wife, herein called third parties, are purchasers under land contract of a certain parcel of land immediately adjoining the aforesaid property of the first party on the southerly side thereof, the same being described as follows, to-wit:

Lot Eighty-four (84), West "L" Street Acres Annex, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska;

and

WHEREAS, the undersigned, ANNA CARPENTER, widow, herein called fourth party; represents and warrants that she is the owner of a certain parcel of land, a portion of which likewise adjoins the property of the first party on the southerly side thereof, which said property is described as follows, to-wit:

Lot Fifty-nine (59), West "L" Street Acres Annex, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska;

and

WHEREAS, the first party proposes to transfer, sell and convey to Standard Oil Company, an Indiana corporation, as purchaser, his aforesaid tract of land; and

WHEREAS, a retaining wall heretofore constructed by the first party and now generally located upon and along the southerly boundary line of said tract of land belonging to the first party, appears to encroach, in part, upon the premises belonging to the second parties, third parties and fourth party respectively; and

WHEREAS, subsequent to the transfer, sale and conveyance of the aforesaid tract of land by first party to said Standard Oil Company, as purchaser, the latter contemplates and proposes to replace the existing retaining wall with one to be constructed in a good and workmanlike manner and wholly within the boundaries of the premises so acquired; and

WHEREAS, in order to induce said Standard Oil Company to consummate the purchase of said tract of land from the first party and to cause the replacement of the aforesaid retaining wall, the second parties, the third parties and fourth party have agreed to make, execute and deliver this agreement:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand severally paid by the first party

to each of the second parties, third parties and fourth party, and for other valuable considerations, receipt of which is hereby acknowledged, we, the undersigned second parties, third parties and fourth party jointly and severally forever release and discharge first party, his heirs, executors, administrators, successors and assigns, from any and all liability arising in any manner from the encroachment of the aforementioned retaining wall upon our said respective premises, and we expressly hereby disclaim and waive any right, title or interest whatsoever in said retaining wall. As a further consideration herein, we, the undersigned second parties, third parties and fourth party, jointly and severally, hereby give, grant and confirm unto Standard Oil Company, an Indiana corporation, its successors and assigns, an easement to enter upon our respective premises hereinabove described, to remove and tear down the present aforesaid retaining wall and to thereafter construct, build, erect, and to repair and maintain, any new retaining wall, all at the sole cost and expense of said Standard Oil Company, its successors and assigns, and provided further that any such new retaining wall shall be constructed and situated wholly within the boundaries of the premises acquired and belonging to said Standard Oil Company.

We, the undersigned second parties, third parties and fourth party, jointly and severally, do for ourselves, and our respective heirs, executors and administrators, confirm to said first party and with his heirs, executors, administrators, successors and assigns, that we are well and lawfully seized and possessed of our respective premises aforescribed, and that we shall, and our respective heirs, executors and administrators will warrant and defend the foregoing easement to said Standard Oil Company, its successors and assigns, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of June, 1959.

In Presence Of:

John C. Gibson (signature) Aureliano Ramirez (signature)
John C. Gibson (signature) x Pauline Ramirez (signature)
John C. Gibson (signature) Cecil C. Potter (signature)
John C. Gibson (signature) Bonnie M. Potter (signature)
John C. Gibson (signature) Mrs Anna Carpenter (signature)

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 10th day of June, A.D. 1959 before me, the undersigned, a Notary Public in and for said county personally appeared the above named AURELIANO RAMIREZ and PAULINE RAMIREZ, husband and wife, CECIL C. POTTER and BONNIE M. POTTER, husband and wife, and ANNA CARPENTER, Widow, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument as parties thereto and they severally acknowledged the execution thereof to be their respective voluntary act and deed.

WITNESS my hand at Omaha, Nebraska the day aforesaid.

Vivian M. Cooper (signature)
Notary Public

My Commission expires: Oct. 21, 1963