

INTER-OFFICE COMMUNICATION

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Date June 9, 1960

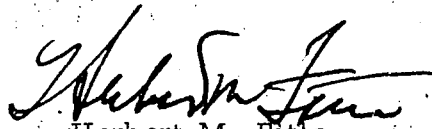
TO: Mr. Charles W. Warren, Director
Parks, Recreation & Public Property

FROM: Herbert M. Fitle

SUBJECT: _____

Attached hereto please find copy of Agreement approved by the Board of Appeals relative to the construction of improvements on Lot 1, Block 2, Thornburg Place.

Please see that this agreement is filed with the Register of Deeds and returned to your files for safe keeping.



Herbert M. Fitle

HMF:fb
Attach.

AGREEMENT

This Agreement made at Omaha, Nebraska, on this 8th day of June, 1960, by and between MARIANNA NANFITO, and the CITY OF OMAHA, a Municipal Corporation,

WITNESSETH:

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

Lot 1, Block 2, in Thornburg, Place,
an addition to the City of Omaha,
as surveyed, platted and recorded:

said property being located at the South-east corner of 42nd and Leavenworth streets in the City of Omaha, and,

WHEREAS, said property is now zoned as 2nd Commercial which requires a building line of at least 50 feet from the center of 42nd and Leavenworth streets in the City of Omaha, and

WHEREAS, there is now located a row of buildings running south on 42nd Street known as 805, 807, 809, 811 and 812 South 42nd Street which are only 40 feet from the center of said 42nd Street, said shops having been constructed when the set back requirement was only 40 feet, and

WHEREAS, said Marianna Nanfito has applied for a permit to construct a store building to be known as 815 South 42nd Street, and

WHEREAS, said Marianna Nanfito desires to waive all claim for additional damages which might accrue by reason of the erection of 815 South 42nd Street within 50 feet of the center line of 42nd Street in the event of future condemnation for highway and street improvements, and

WHEREAS, the City of Omaha is agreeable to waiving the building set back requirements on the express condition that any improvements placed within 50 feet of the center line of 42nd Street shall not increase the damages payable by said 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 42nd Street in the event of future condemnation for such purpose.

NOW THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other herein contained, having 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 42nd Street where it adjoins the real estate owned by Marianna Nanfito, as follows:

1. That Marianna Nanfito, her heirs, successors and assigns, shall be permitted to construct a store building to be known as 815 South 42nd Street, and other improvements as set forth in the building permit heretofore applied for, on the real estate owned by her, as above described, no closer than 40 feet from the center line of 42nd Street, as said center line of 42nd Street now exist, in the City of Omaha.

Handwritten note: This is correct

2. That Marianna Nanfito does hereby expressly waive her rights to damages upon condemnation of all or any part of the above described land for such store building or other improvements placed in the area between a line 40 feet from the center line of 42nd Street, and does further agree that in the event of such condemnation she will, at her own expense, remove that portion of such building to be known as 815 South 42nd Street as may be within such area. Nothing herein contained shall be construed as a waiver by Marianna Nanfito of her right to damages upon condemnation for the value of land actually condemned within said area, as said land now exists with the present improvements thereon, and for damages due to severance from the remainder of the land.

3. That with the exception of the reduction of the building line distance from 50 feet to 40 feet from the center line of 42nd Street, all other terms, conditions and requirements of 2nd Commercial 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.

Marianna Nanfito
Marianna Nanfito

THE CITY OF OMAHA, a Municipal Corporation

By John Rosenblatt
Mayor

ATTEST
M. J. [Signature]
City Clerk

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 8 day of June, 1960, before me, the undersigned Notary Public, duly commissioned and qualified for in said County, personally came Marianna Nanfito to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed. WITNESS my hand and seal the day and year last above written.

[Signature]
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 8 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 City of Omaha, a Municipal Corporation, and that the Corporate Seal of the said The City of Omaha was thereto affixed by its authority.

Florence Boyle
NOTARY PUBLIC

