

CITY OF OMAHA

COUNCIL CHAMBER

Omaha, Nebr. March 24, 1959

RESOLVED

WHEREAS, the proposed Storm Sewer Project No. 2086 has been approved by the Omaha Improvement Commission, and the City Council of the City of Omaha, contingent upon said bids being received and approved, and contingent upon agreements being entered into by the City of Omaha and interested land owners, concerning certain easements and contribution of moneys toward the construction of said proposed Sewer; and,

WHEREAS, easements have been executed and delivered and accepted by the City, and a certain contract proposed concerning the delivery of moneys and the record of easements, copy of which is attached hereto; and,

WHEREAS, it would be for the best interests of the City to accept said easements and enter into proposed contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

That the written easements in connection with proposed Storm Sewer Project No. 2086 be, and they are hereby, accepted, provided that this acceptance shall in no wise obligate the City of Omaha to accept or approve bids or construct said Sewer, and it shall in no wise prevent the delivery of said easements to a Trustee for the land owners or a re-delivery to those grantors.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk of the City of Omaha are hereby authorized to execute for and on behalf of the City, the agreement, a copy of which is attached hereto.

By..... A. V. Sorensen
March 31, 1959 Councilman
Adopted..... M. J. Dineen, Jr.
City Clerk
Approved.....
Mayor

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

M. J. Dineen, Jr.
CITY CLERK
BY _____

9W J 7W

TEMPORARY EASEMENT

THIS INDENTURE, made this 24th day of March, 1959, between AMERICAN COMMUNITY STORES CORPORATION, a corporation, COMMUNITY PLAYHOUSE BUILDING CORPORATION, a corporation, TOWN HOUSE LAND COMPANY, a corporation, FIVE FIFTY TWO CORPORATION, a corporation, PARAMOUNT RADIO SHOP, a corporation, and SAFEWAY STORES, INC., a corporation, parties of the first part, and the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, party of the second part,

WITNESSETH:

THAT, said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, doth hereby grant and confirm unto said party of the second part and their assigns, the right to use the parcel of land described as follows, to-wit:

O.I.C. STORM SEWER NO. 2086 - Being located between 72nd & Dodge and 69th & Davenport

TRACT I

A 15-foot temporary easement in the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12, East of the Sixth Principal Meridian, Douglas County, Nebraska, and being described as follows:

The North 15 feet of the South 380 feet of the East 653 feet of the West 693 feet of the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska.

It being further understood by the granting of this easement, that the pavement that exists on said property should not be disturbed during construction, and the South 15 feet of the existing drive on said property shall be opened to traffic at all times, and the complete drive shall be opened after the contractor ends work each day at 3:30 P.M.

TRACT II

A temporary easement 20 feet in width on the North 140 feet of the South 550 feet of the East 363 feet of the West 403 feet of the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, and being described as follows:

The South 20 feet of the North 140 feet of the South 550 feet of the East 363 feet of the West 403 feet of the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska.

TRACT III

A temporary easement 30 feet in width, and being described as follows:

The North 30 feet of the South 410 feet of the East 413 feet of the West 453 feet of the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska.

TRACT IV

A temporary easement 30 feet in width being all of the following described property:

The North 30 feet of the South 410 feet of the East 240 feet of the West 693 feet of the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska.

TRACT V

A temporary easement on all of the following described property:

The East 290 feet of the West 693 feet of the North 140 feet of the South 550 feet of the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska.

TRACT VI

A temporary easement in the Northwest quarter of the Northwest quarter of Section 24, Township 15 North, Range 12 East of the Sixth Principal Meridian, in Douglas County, Nebraska, and being described as follows:

Beginning at a point 693 feet East and 350 feet North of the Southwest Corner of the Northwest quarter of the Northwest quarter of said Section 24; thence North along a line 693 feet East of and parallel to the West line of the Northwest quarter of the Northwest quarter of said Section 24, for a distance of 405 feet; thence North-easterly on a deflection angle right of $57^{\circ}42'$ for a distance of 240 feet; thence East on a deflection angle right of $32^{\circ}29'$ for a distance of 387.6 feet to the West line of 69th Street; thence South along the West line of 69th Street a distance of 130 feet; thence West 405 feet; thence Southwesterly on a deflection angle to the left of $30^{\circ}38'$ for a distance of 163.3 feet; thence South on a deflection angle to the left of $59^{\circ}22'$ for a distance of 320 feet; thence West a distance of 45 feet to the point of beginning.


Termination of this easement is thirty (30) days after the contractor completes work.

Said easement is granted upon the expressed condition that the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damages that may be done by said construction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction.

Said parties of the first part for themselves and their successors and assigns do confirm with the said party of the second part and its assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid and that they have the right to grant this easement in the manner and form aforesaid, and that they will, and their successors and assigns, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said American Community Stores Corporation, a corporation, Community Playhouse Building Corporation, a corporation, Town House Land Company, a corporation, Five Fifty Two Corporation, a corporation, Paramount Radio Shop, a corporation, and Safeway Stores, Inc., a corporation,

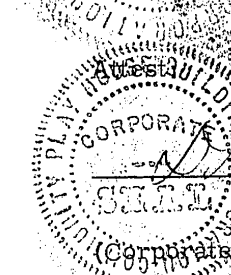
have each caused these presents to be executed by its and their President and its and their corporate seal to be affixed hereto the day and year first above written.

Attest:


Secretary

AMERICAN COMMUNITY STORES CORPORATION, a corporation,


By: J. M. Newman
President

Attest:


Secretary

COMMUNITY PLAYHOUSE BUILDING CORPORATION, a corporation,

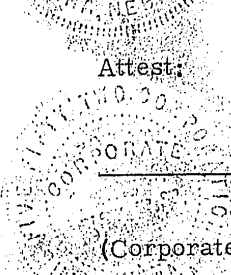
By: J. J. Haren
President

Attest:


Secretary

TOWN HOUSE LAND COMPANY, a corporation,

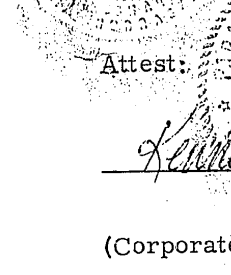
By: Helen A. Dillon
President

Attest:


Secretary

FIVE FIFTY TWO CORPORATION, a corporation,

By: J. M. Newman
President

Attest:


Secretary

PARAMOUNT RADIO SHOP, a corporation,

By: George L. Root
President

Attest:

Secretary

SAFEGWAY STORES, INC., a corporation,

By: John D. Hall
Its Assistant Vice President

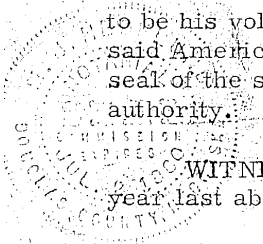
By: Paul W. Mouser
Its Assistant Secretary
CITY OF OMAHA, a Municipal Corporation,

Attest:
M. J. [Signature]
CITY CLERK

By: J. W. [Signature]
MAYOR

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of February, 1959, before me, the undersigned, a Notary Public in and for said County, personally came J. M. H., President of American Community Stores Corporation, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said American Community Stores Corporation, a corporation, and that the corporate seal of the said American Community Stores Corporation was thereto affixed by its authority.



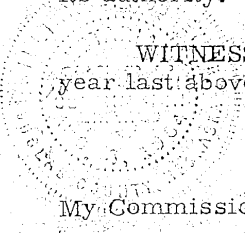
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public

My Commission expires 7-2-60.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of February, 1959, before me, the undersigned, a Notary Public in and for said County, personally came M. J. Warren, President of Community Playhouse Building Corporation, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Community Playhouse Building Corporation, a corporation, and that the corporate seal of the said Community Playhouse Building Corporation was thereto affixed by its authority.



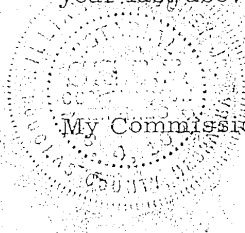
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

William E. Mooney Jr.
Notary Public

My Commission expires 8-4-64.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2nd day of February, 1959, before me, the undersigned, a Notary Public in and for said County, personally came Robert W. Dillon, President of Town House Land Company, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Town House Land Company, a corporation, and that the corporate seal of the said Town House Land Company, was thereto affixed by its authority.



WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

William E. Mooney Jr.
Notary Public

My Commission expires 8-4-64.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of February, 1959, before me, the undersigned, a Notary Public in and for said County, personally came J. M. Newman, President of Five Fifty Two Corporation, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Five Fifty Two Corporation, a corporation, and that the corporate seal of the said Five Fifty Two Corporation was thereto affixed by its authority.



WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public

My Commission expires 7-2-60.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29 day of January, 1959, before me, the undersigned, a Notary Public in and for said County, personally came George L. Roth, President of Paramount Radio Shop, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Paramount Radio Shop, a corporation, and that the corporate seal of the said Paramount Radio Shop was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

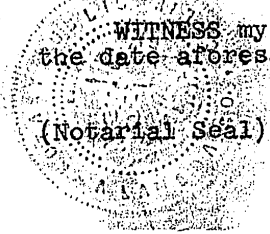
[Signature]
Notary Public

My Commission expires 5-23-59.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On this 25th day of February, A.D., 1959, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named JOHN E. HALL, an Assistant Vice President, and PAUL W. MOUSER, Assistant Secretary of SAFEWAY STORES, INCORPORATED, a Maryland corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Assistant Vice President and Assistant Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal at Oakland, in said County, the date aforesaid.



[Signature]
NOTARY PUBLIC

My commission expires: 1/28/62