

# 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.

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

NW of NW

EASEMENT

THIS INDENTURE, made this 24 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, hereinafter all referred to as the 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, sell, convey and confirm unto the said Party of the Second Part, and its successors and assigns forever, the right to use, construct, build, lay and maintain a 60" (inch) Sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows, to-wit:

A permanent easement 20 feet in width, being 10 feet each side of the following described line through 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.

Beginning at a point 385 feet North and 40 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 24; thence East along a line 385 feet North of and parallel to the South line of the Northwest Quarter of the Northwest Quarter of said Section 24, for a distance of 613 feet; thence Northeasterly along a curve to the left whose deflection angle is  $90^{\circ}09'$ , Tangent equals 50 feet, Radius equals 50.1 feet, for a distance of 78.67 feet; thence North along the Tangent produced a distance of 240.8 feet, thence Northeasterly along a curve to the right whose deflection angle is  $57^{\circ}42'$ , Tangent equals 50 feet, Radius equals 87.13 feet for a distance of 90.96 feet; thence Northeasterly along the Tangent produced for a distance of 124.5 feet; thence Easterly along a curve to the right whose deflection angle is  $33^{\circ}00'$ , Tangent equals 30 feet, Radius equals 101.28 feet for a distance of 58.33 feet; thence Easterly along the Tangent produced for a distance of 407.4 feet more or less to the West property line of 69th Street.

Said easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer needs to be reconstructed after the lots are filled or improved, the City shall make good to the owner or owners of such lot or lots, as hereinbefore set forth, any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said Party of the Second Part agrees to pay all costs of construction of said sanitary or storm sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

Said Parties of the First Part, for themselves or their successors and assigns, do confirm with the said Party of the Second Part, and its successors and 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 and convey 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 successors and 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:

E. Newman  
Secretary  
(Corporate Seal)

Attest:

Colby  
Secretary  
(Corporate Seal)

Attest:

Helen A. Dillon  
Secretary  
(Corporate Seal)

Attest:

E. Newman  
Secretary  
(Corporate Seal)

Attest:

Kenneth D. Koch  
Secretary  
(Corporate Seal)

Attest:

Secretary  
Secretary

Attest:

M. G. ...  
CITY CLERK

AMERICAN COMMUNITY STORES CORPORATION, a corporation,

By: J. Newman  
President

COMMUNITY PLAYHOUSE BUILDING CORPORATION, a corporation,

By: P. J. Haves  
President

TOWN HOUSE LAND COMPANY, a corporation,

By: Robert W. Dillon  
President

FIVE FIFTY TWO CORPORATION, a corporation,

By: J. Newman  
President

PARAMOUNT RADIO SHOP, a corporation,

By: George L. Rose  
President

SAFEWAY STORES, INC., a corporation,

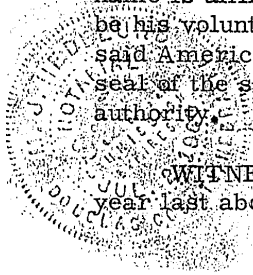
By: John D. Bee  
Its Assistant Vice President  
By: Paul W. Mouser  
Its Assistant Secretary

CITY OF OMAHA, a Municipal Corporation,

By: John Rosenblatt  
MAYOR

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 7<sup>th</sup> day of February, 1959, before me, the undersigned, a Notary Public in and for said County, personally came J. M. [Signature], 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

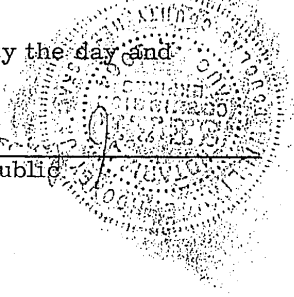
My Commission expires Jan 1 2 1960.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 3<sup>rd</sup> 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. Moore  
Notary Public



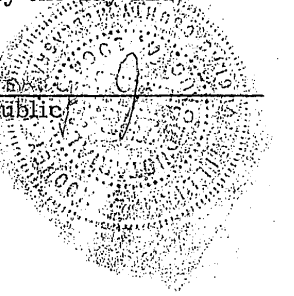
My Commission expires 8-4-64.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 2<sup>nd</sup> 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.

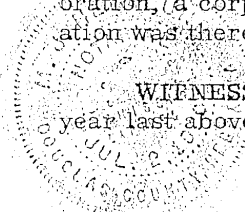
William E. Moore  
Notary Public



My Commission expires 8-4-64.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 32<sup>nd</sup> day of February, 1959, before me, the undersigned, a Notary Public in and for said County, personally came John H. [unclear], 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 January 1960.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 29<sup>th</sup> 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.

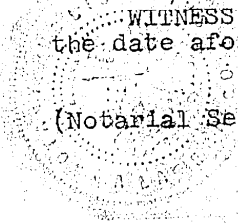
David E. Deber  
Notary Public

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, 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.



(Notarial Seal)

[Signature]  
NOTARY PUBLIC

My commission expires: 1/28/62