

AGREEMENT

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THIS AGREEMENT, made at Omaha, Nebraska, on this 24 day of October, 1955, by and between T. H. MAENNER, First Party, and PEONY PARK, a Nebraska corporation, Second Party, WITNESSETH:

WHEREAS, the parties hereto are respectively owners in fee simple of certain real estate fronting on the right-of-way of the Lincoln Highway, also known as U. S. Highway #30-A, such real estate being described as follows:

- (a) T. H. MAENNER - Owner of:
 All that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) North Range Twelve (12) East of the 6th P. M., Douglas County, Nebraska; lying between the southerly line of Nebraska State Highway 30-A and the North line of Beverly Hills Addition, except the West Thirty-three (33) feet which has been taken for the East half of 8 $\frac{1}{2}$ th Street and except that part described as follows: Beginning at a point where the North line of Beverly Hills Addition intercepts the right-of-way taken for Highway 30-A, thence Westerly along the North line of Beverly Hills Addition a distance of Two Hundred Fifteen and Five-tenths (215.5) feet, thence at an angle 90° to the right, a distance of One Hundred (100) feet more or less to the South line of the right-of-way of Nebraska Highway 30-A, thence Southeasterly along said south line of highway right-of-way a distance of Two Hundred Thirty-seven and Five-tenths (237.5) feet more or less to the place of beginning, Douglas County, Nebraska;
- and
- (b) PEONY PARK, a Nebraska, corporation - Owner of:
 Lots Thirteen (13) to Twenty-three (23), both inclusive, Block Four (4), Town Plaza, an Addition in Douglas County, Nebraska;

and

WHEREAS, the parties have agreed to improve their several holdings by establishing a uniform building line across the Lincoln Highway frontage of their respective properties, as hereinafter provided, and

WHEREAS, the establishment of such uniform building line will improve the parties' real estate and in addition will benefit the State of Nebraska, Douglas County, City of Omaha, or whatever governmental or public authority or body shall be vested with jurisdiction

and authority to widen, improve, and maintain the portion of Lincoln Highway abutting the several tracts of real estate owned by the parties hereto, in that the establishment of such uniform building line or set-back will prevent improvement of that part of the several tracts in front of such line, thereby limiting the amount of damages payable by the said State, County, City, or other authority in the event of condemnation of additional property in order that the said Lincoln highway right-of-way may be widened,

NOW, THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other herein contained, have covenanted and agreed, and each of them does hereby covenant and agree with the other, and each of the parties does hereby covenant to and for the benefit of the State of Nebraska, County of Douglas, City of Omaha, or such other governmental or public authority or body as shall have jurisdiction and authority to control, widen, improve, and maintain the said Lincoln Highway where it adjoins the real estate owned by the several parties hereto, as follows:

1. That neither of the parties hereto or their heirs, successors, or assigns, shall or will at any time hereafter erect or cause or allow to be erected upon any of the real estate respectively owned by them and described above, any building, structure, or construction of any kind or description, between a line parallel to and 175 feet southwest of the northeast boundary line of Lincoln Highway right-of-way as it now is located, and a line parallel to and 50 feet northeast of the said northeast boundary of said Highway right-of-way, to the effect that there shall be an area between any improvements on the land of the First Party and any improvements on the land of the Second Party of at least 225 feet.

2. That the foregoing covenants and agreements shall be covenants running with the land, and each tract described above and any subdivision thereof shall be bound to the other tract and any subdivision thereof, and the said covenants shall be binding upon and inure to the benefit of the parties hereto, and each of them, and their heirs, successors, and assigns, until January 1, 1966, on which date these covenants shall automatically terminate.

3. That in the event of any violation or attempted violation, of any of the foregoing covenants and agreements, whether by either of the parties hereto, or any of their several heirs, successors, or assigns, as to all or part of any of the tracts of real estate hereinbefore described, either of the parties hereto, or such party's heirs, successors, or assigns, may enjoin the same in his, her, or its own name.

4. That the foregoing covenant shall also run in favor of the State of Nebraska, County of Douglas, City of Omaha, and any other governmental or public body or authority having jurisdiction and authority to control, widen, improve, or maintain that part of the Lincoln Highway adjacent to the several tracts above-described, and such authority shall have all the rights of enforcement granted to the parties hereto and their heirs, successors, and assigns, for the purpose only of preventing improvements from being erected within the building set-back lines hereby established. Nothing herein contained shall be construed as a waiver by the parties hereto of their right to damages upon condemnation for the value of land actually condemned and for damages due to severance from the remainder.

5. That for the purposes of this agreement, the terms "improve or improvements, building, structure, or construction," shall not be deemed to include any sign, nor any power, light, telephone, gas, sewer, water, or other utility lines, poles, mains, pipes, or connections, nor any paving, grading, graveling, or hard surfacing, nor the establishment of curbs, walks, or other surface improvements for the purpose of using so much of the area between such building lines for walkways, drives, or automobile parking, nor any landscaping or planting.

IN WITNESS WHEREOF, the parties hereto have hereunto set

their hands and seals the day and year first above written.

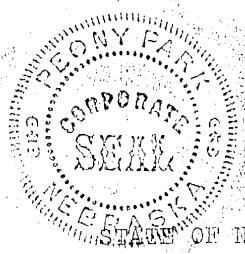
T. H. Maenner

T. H. Maenner, First Party

PEONY PARK, a Nebraska corporation,
Second Party,

By Godfrey Males

Title Pres.



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 2nd day of NOVEMBER, 1955, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came T. H. MAENNER, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Tyler B. Rain
Notary Public

My commission expires the 4th day of SEPTEMBER, 1960.

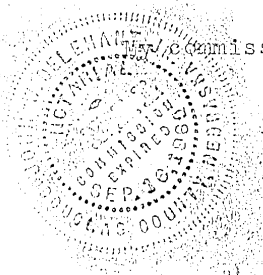
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 24 day of October, 1955, before me, the undersigned, a Notary Public in and for said County, personally came Godfrey Males, the president of Peony Park, a corporation, to me personally known to be the President 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 PEONY PARK, and that the Corporate seal of the said PEONY PARK was thereto affixed by its authority.

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

John W. DeLhanty
Notary Public.

My commission expires the 16 day of Sept, 1960.



3.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
14 DAY Dec. 1955 AT 11:23 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

6.75