

C O V E N A N T

WHEREAS, the undersigned Donald G. Lamp and his wife, Marjorie M. Lamp, are the owners of Lots 1 to 10 inclusive in Laurel Park, an addition to the City of Omaha, Douglas County, Nebraska, which abut on Redman Avenue; and

WHEREAS, the undersigned owners seek the approval of the City of Omaha to plat said Laurel Park consisting of Lots 1 through 21, and in so doing will alter the previous course of Redman Avenue east of 46th Street; and

WHEREAS, said Metropolitan Utilities District of Omaha heretofore constructed and has in place and in operation an 18-inch gas main located in the south edge of the right of way dedicated by said plat for said Redman Avenue as it abuts the front of Lots 1 to 10 inclusive in said addition, but that said Redman Avenue as relocated by said plat is not apt to be paved or used for travel to the full platted and dedicated width thereof;

NOW, THEREFORE, in consideration of the rights of said Metropolitan Utilities District in the premises, the undersigned covenant and agree with the Metropolitan Utilities District, its successors and assigns, that no building shall be located on any of said Lots 1 to 10, Laurel Park Addition to the City of Omaha, Douglas County, Nebraska, within fifteen (15) feet of the north property line thereof, and that all deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and that the said Metropolitan Utilities District of Omaha and its successors and assigns may enforce the provisions hereof against any owner or owners of said lots violating the same.

This Agreement shall be binding upon the undersigned, their heirs, successors, administrators and assigns, and the covenants herein contained shall run with the land as a burden thereon for the purposes herein expressed.

Executed at Omaha, Nebraska this 17 day of June, 1958.

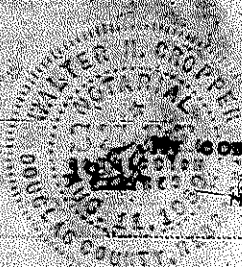

Donald G. Lamp


Marjorie M. Lamp

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 12 day of June, A.D. 1958, before me, the undersigned Walter H. Cropper, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Donald G. Lamp and Marjorie M. Lamp, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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



Walter H. Cropper
Notary Public

My commission expires the 11 day of August, 1958.

2 17 Sept 58 9:54A 7⁰⁰

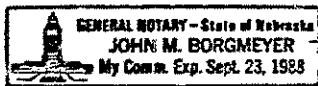
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of December, 1984, before me a Notary Public, in and for said County, personally came the above named: Guy & Charlotte Penney

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.



John M. Borgmeyer
NOTARY PUBLIC

My Commission expires _____

ROW/3b:3

City of Omaha
Public Works Department
Right-of-Way Div.
1819 Farnam Street
Omaha, Nebraska 68183

67 Mead

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Book 731
Page 57
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MC LS

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Guy & Charlotte Pensyl, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Ninety-eight Dollars (\$98.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of The Sorensen Parkway and appurtenances thereto, the parcel of land described as follows, to-wit:

The southerly 30 feet of Lot 26, Laurel Park, an addition to the City of Omaha, Douglas County, Nebraska.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
2. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions:
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be sodded upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this
18th day of December, A.D., 1984.

INDIVIDUAL AND PARTNERSHIP

Guy & Charlotte Pensyl
Charlotte Pensyl

Date _____

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

SS

On this 20th day of June, 1954,
before me, the undersigned, a notary public in and for said County,
personally came John R. Roubicek, President
of City of Omaha, a Corporation, and W. H. Roubicek,
Secretary of said Corporation, to me
personally known to be the President and Secretary respectively of said
Corporation, and the identical persons whose names are affixed to the fore-
going instrument, and acknowledged the execution thereof to be their respective
voluntary act and deed as such officers and the voluntary act and deed of
said Corporation, and the Corporate Seal of said Corporation to be thereto
affixed by its authority.

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

W. H. Roubicek
Notary Public

My Commission expires March 14 1955.

The above easement and all provisions thereof accepted by the
City of Omaha, Nebraska this 20th day of June, 1954.

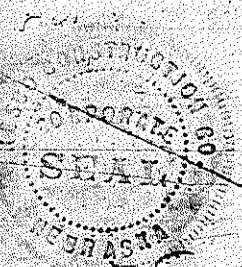
ATTEST:

BY John Roubicek
MAYOR

NOTE: Husband and wife are to execute.

ENTERED IN SUBSTANTIAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
30th July 1954 8 51-9 THOMAS A. O'CONNOR, REGISTER OF DEEDS

350



Dated at Omaha, Nebraska this 23rd day of April, 1959.

by C. E. Kessler by Donald S. Lamp

Title President Kesco Const Co by Marjorie M. Lamp

Attest: _____

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23rd day of April, 1959, before me, the undersigned, a Notary Public in and for said County and State, personally came Donald S. Lamp and Marjorie M. Lamp, husband and wife, and C. E. Kessler President of Kesco Construction Co., to me personally known to be the same and the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of Kesco Construction Co., and that the Corporate seal of the said Kesco Construction Co. was thereto affixed by its authority.

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

My Commission expires the 3 day of May, 1960.

[Signature]
Notary Public

OMAHA PUBLIC RECORDS
STANDARD

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

11. 24 day April, 1959 at 12:20 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

1300

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for valuable considerations received, Donald G. Lamp and Marjorie M. Lamp, husband and wife, and Kesco Construction Co., a Nebraska Corporation, do hereby grant to the Omaha Public Power District, and the Northwestern Bell Telephone Co., their successors and assigns, permanent easements to erect and maintain electric and telephone utilities as follows:

a) Along, across, over, and under a strip five (5) feet on each side of the common boundary line, of lots thirty (30) and thirty-one (31), of lots forty-seven (47) and forty-eight (48), of lots one hundred eight (108) and one hundred nine (109), of lots one hundred ten (110) and one hundred eleven (111), of lots one hundred twelve (112) and one hundred thirteen (113), of lots one hundred twenty-four (124) and one hundred twenty-five (125).

b) Along, across, over, and under a strip five (5) feet on each side of a line extending from the southwestern corner of lot twenty-two (22) across the rear of lots twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), and thirty (30), to a point on the eastern boundary line of lot thirty (30) fifty (50) feet northerly from the southeast corner of lot thirty (30).

c) Along, across, over, and under a strip five (5) feet on each side of a line extending from a point on the western boundary of lot thirty-one (31) fifty (50) feet northerly from the southwestern corner of same lot across the rear of lots thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), and thirty-seven (37) to a point on the eastern boundary of lot thirty-seven (37) fifteen (15) feet northerly from the southeastern corner of lot thirty-seven (37).

d) Along, across, over, and under a strip five (5) feet on each side of a line extending from the southwestern corner of lot thirty-eight (38) to a point on the southern boundary line of lot thirty-seven (37) twenty (20) feet westerly from the southeastern corner of lot thirty-seven (37).

e) Along, across, over, and under the northerly five (5) feet of lots one hundred fifteen (115) and one hundred sixteen (116), the southerly five (5) feet of lots one hundred eight (108), one hundred nineteen (119), one hundred twenty-six (126), the westerly five (5) feet of lots twenty-two (22) fifty (50), fifty-six (56), eighty-three (83), and one hundred three (103), the easterly five (5) feet of lots thirty-nine (39), sixty-nine (69), seventy (70), and one hundred two (102).

f) Along, across, over, and under the rear five (5) feet of lots thirty-eight (38), one hundred twenty (120), one hundred twenty-one (121), one hundred twenty-two (122), one hundred twenty-three (123), one hundred twenty-four (124), one hundred twenty-five (125), and one hundred twenty-six (126).

g) Along, across, over, and under a strip two (2) feet on each side of the common boundary of lots one hundred twenty (120) and one hundred twenty-one (121).

All of the above lots being in Laurel Park, an addition, as platted, surveyed, and recorded in Douglas County, Nebraska.

The said grantors do hereby bind their administrators, successors, and assigns.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. The Provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described, until January 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

13. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not effect the validity of any other provision.

14. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

Donald G. Lamp

Marjorie M. Lamp

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of February, A. D., 1959, before me, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Donald G. Lamp and Marjorie M. Lamp, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Robert Sacton
NOTARY PUBLIC



Commission expires *12/12/1960*

RECORDED IN NEBRASKA COUNTY AND RECORDED IN THE OFFICE OF THE COUNTY CLERK IN DOUGLAS COUNTY, NEBRASKA
12/12/1959 9:44 AM THOMAS J. GOLDEN, CLERK OF COURT

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR A PART OF LAUREL PARK ADDITION TO THE
CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA

THESE COVENANTS shall apply to the following lots in
LAUREL PARK Addition to the City of Omaha, Douglas County,
Nebraska: Lots 22 to 37 inclusive and Lots 39 to 119 inclusive.

1. All said lots shall be known, described and used as Residential lots.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling per lot, or one two-family dwelling where the lot frontage and lot area complies with the City of Omaha zoning, which is not to exceed one and one-half (1 1/2) stories in height and a private garage for not more than two cars.

3. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. The sidewalks to be located five feet inside of the curb.

4. No residential structure shall be erected or placed on any lot which has an area of less than 5,000 square feet or a distance in width of less than 50 feet at the building setback line.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 800 square feet.

8. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to any side lot line, except that a minimum side yard and a minimum rear yard of 2 feet shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

9. An easement is granted to Northwestern Bell Telephone Co., and the Omaha Public Power District over the rear 5 feet of each lot and also over 2 feet on each side of side lot lines for utility, maintenance and installation. An easement is granted the City of Omaha over 5 feet on each of the adjoining side lot lines of Lots 26 and 27 for the construction and maintenance of a sanitary sewer. An easement is granted the City of Omaha over the East 7 feet of Lots 70 and 102 and over 3 feet on each of the adjoining side lot lines of Lots 27 and 28 and the rear 30 feet of lots 28 and 29 for the construction and maintenance of a storm sewer.

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of Douglas) SS

On this 23rd day of February, 1959, before me a Notary Public, duly commissioned and qualified to act for said County appeared Donald G. Lamp and Marjorie M. Lamp, who are personally known to me to be the identical persons whose names are affixed to the above dedication on this plat as owners of the property described in the SURVEYOR'S CERTIFICATE on this plat and they acknowledge the signing of said dedication to be their voluntary act and deed. Witness my hand and official seal at Omaha, Nebraska, in said County the date first aforesaid.

M. E. Marshall
Notary Public

My commission expires on the 15th day of January, 1964.

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes, due or delinquent against the property described in the SURVEYOR'S CERTIFICATE and entered in this plat as shown by the records of this office, this 23rd day of February, 1959.

Sam J. Howell
Douglas County Treasurer
By [Signature]
Deputy

APPROVAL OF OMAHA CITY COUNCIL

This plat of LAUREL PARK was approved and accepted by the City Council of the City of Omaha on the 10th day of FEBRUARY, 1959.

[Signature] City Clerk W. F. Darrow President John R. Harts Mayor

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked with iron pipe all corners of all lots, streets, angle points and ends of all curves in LAUREL PARK, Lots 22 thru 28 inclusive being a platting of a part of the NW 1/4 of the SW 1/4 of Section 32, T16N, R13E of the 6th PM., to wit:

Beginning at the NW corner of the NW 1/4 of the SW 1/4 of said Section 32, thence East 1319.85 feet along the North line of the said NW 1/4 to the NE corner of the said NW 1/4, thence South 0° 04' East 749.5 feet along the East line of said NW 1/4 to a point on the North right-of-way line of the Chicago and Northwestern Railroad, thence westerly along the curving North right-of-way line of said Railroad 92.8 feet, thence South 50 feet along the westerly right-of-way line of said Railroad, thence westerly along the northerly curved right-of-way line of said Railroad a distance of 91.41 feet, thence North 0° 10' East a distance of 590.0 feet, thence North 89° 47' west 317.0 feet to the West line of said NW 1/4, thence North 0° 20' 30" East 509.62 feet to the point of beginning.

Signed this 23rd day of February, 1959.

Donald G. Lamp
Registered Land Surveyor

EASEMENT

THIS INSTRUMENT, made this 15th day of April, 1959 between

Donald G. Lamp and Marjorie M. Lamp, husband and wife
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 second part, the receipt
whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of
the second part and their assigns forever, the right to use, construct, build, lay and maintain
a 8 inch diameter 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:

The Easterly five feet of Lot 26, the Westerly five feet of Lot 27 and the
Westerly five feet of Lot 11, all in Laurel Park, an addition to the City
of Omaha.

Said easement is granted upon the expressed condition that if any changes, repairs or
alterations are necessary to be made at any time or if any portion of said sewer need 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 storm or
sanitary 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 and their heirs, executors and administrators
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 and convey this easement in the manner and form aforesaid, and that they will,
and their heirs, executors and administrators, 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 said parties of the first part have hereunto set their hands and seals
the day and year first above written.

In the presence of

SIXTH OF NEBRASKA

COUNTY OF DODGE

On this 15th day of April, 1959, before me, the undersigned,
a Notary Public in and for said County, personally appeared the above named

Donald G. Lamp and Marjorie M. Lamp

who are personally known to me to be the identical persons whose names are affixed to the above
easement as parties thereto, and they severally acknowledged the instrument to their voluntary
act and deed.

WITNESS my Hand at Omaha, Nebraska the day aforesaid.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-7-64

APPROVAL OF CITY ENGINEER

I hereby approve this plat of LAUREL PARK on this 13th day of Jan, 1959.

D.P. DeBord
City Engineer

APPROVAL OF CITY PLANNING BOARD

This plat of LAUREL PARK was approved by the City Planning Board of the City of Omaha, this 24th day of January, 1959.

John L. Lerner
Chairman of City Planning Board

ACKNOWLEDGEMENT OF GRADING

I hereby certify that the streets within this plat are built to the grade approved by the City Engineer and filed with the City, this 24th day of January, 1959.

Donald H. L.
Registered Engineer No. 1000

DEDICATION

Know all men by these presents:

That we, Donald G. Lamp and Marjorie A. Lamp, husband and wife, being the sole owner's and proprietors of the land described in the SURVEYOR'S CERTIFICATE and embraced within this plat have caused the same to be subdivided into lots and streets, said subdivision to be hereafter known as LAUREL PARK, the lots numbered as shown and we hereby ratify and approve of the disposition of our property as shown on this plat and we hereby dedicate to the public for public use the streets as shown herein.

In witness, whereof we do hereunto set our hands this 27th day of December, 1958.

Donald G. Lamp
Donald G. Lamp

Marjorie A. Lamp
Marjorie A. Lamp