

25-186

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

THIS INSTRUMENT, made and entered this 18th day of June, 1959, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, hereinafter called "Northern" and DECKER ENTERPRISES, INC., a Nebraska corporation, hereinafter called "Owner."

WITNESSETH THAT:

WHEREAS, Northern is the owner of an easement grant covering the following described real estate in Sarpy County, Nebraska, to wit:

The West Half (W/2) of the Northwest Quarter (NW/4),
Section 13, Township 14, Range 12,

which easement is dated June 27, 1938, and was recorded July 9, 1938, in the Office of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, pursuant to the authority contained in said easement grant Northern has constructed and currently operates and maintains one 4-inch natural gas pipeline through and across the premises above described; and

WHEREAS, Owner has platted and subdivided the above described premises and the same is known as "La Vista" Addition; and

WHEREAS, the parties hereto desire to more clearly define their rights under such easement grant and further desire to modify and amend said easement grant in certain respects,

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth it is hereby agreed by and between the parties hereto as follows:

1. Northern shall and by these presents does hereby restrict its easement as it pertains to the above described real estate to a strip of land 70 feet in width, which strip shall be the West 70 feet of the said West Half (W/2) Northwest Quarter (NW/4), Section 13, Township 14, Range 12. Such strip affects the West 20 feet of the following numbered lots within La Vista Addition:

Commercial Lot 1, Lots 10, 11, 12, 13, 14, 15,
17, 18, 19, 296, 297, 298, 299, 300, 301,
302, 303, 304, 305, 306, 307, 308, 309, 310, 335.

A plat showing the location of said tract of land and said strip is attached hereto, marked Exhibit "A" and is by this reference made a part hereof.

52-11304
2/27

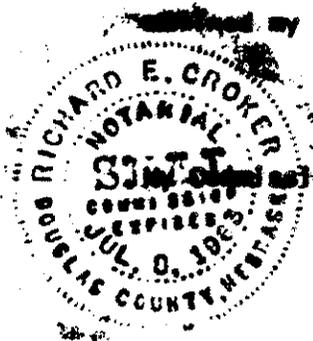
25-188

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

BE IT REMEMBERED, that on this 18th day of JUNE
A.D., 1959, before me, a Notary Public, in and for said County and State,
came Don Decker, — President of Decker
Enterprises, Inc., a corporation, to me personally known
to be the person who executed the foregoing instrument, and duly acknowledged
the execution of the same, for and on behalf, and as the act and deed
of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal, the day and year last above written.

Richard E. Coker
Notary Public



Commission Expires: July 8, 1963

Filed 9-29-68, in Book 4 at Page 7, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

NO EASE

for utility, installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.
Any additional info.

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants
 Protective Covenants
or

Dated 10-5-61 Filed 11-1-61, in Book 29 at Page 32, Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

for utility installation and maintenance
on, over, ~~through~~, under and across
or

for Poles

Rear

a 5 foot wide strip of land abutting the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Does it include the following ?? Homeowners Association Yes or No. (Circle One)
Does it include the following?? Possible Telephone Connection Charge Yes or No

Any additional info.

Setbacks,

Easement Right of Way 1st, 2nd and 3rd or _____ Amendment to _____
Dated 11-15-71 Filed 11-23-71, in Book 44 at Page 563, Instrument No. _____

*To OPPD, NWBT 5' foot wide strip of Land
Adjoining the side lot lines 1.*

(LAUSTA - lots 679-1526)

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1993.

Lots #678 thru 742, inclusive, 744 thru 1091, inclusive, 1094 thru 1099, inclusive, 1102 thru 1189, inclusive, 1196 thru 1241, inclusive, 1249 thru 1279, inclusive, 1287 thru 1324, inclusive, 1326 thru 1351, inclusive, 1358 thru 1419, inclusive, and 1421 thru 1526, inclusive, all in La Vista, an addition to the Village of La Vista, Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 square feet. No building shall be located on any plot nearer than 30 feet to the front line of the building plot except lots #1329, 1330 and 1331, upon which no building shall be located nearer than 27 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 5 feet to any side line of any building plot.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding situated on said real estate 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 750 square feet for a one-story structure nor less than 750 square feet for a one-and-one-half story or taller structure.

F. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementarys.

FILED FOR RECORD IN SARPY COUNTY NEBR. Nov 1 1961 10

AND RECORDED IN BOOK 29 OF THE PAGE 32

13 50

G. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure.

H. The Board of Trustees of the Village of La Vista are hereby granted authority, by resolution of the Board, to permit a lesser front or side yard or lot area than above required, and such determination of the Board shall automatically amend these covenants.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 30 day of October, 1961.



DECKER ENTERPRISES, INC.

W. A. Nelson
Asst. Secretary

Don Decker
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written being me, the undersigned, a Notary Public in and for said County, personally came Don Decker, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Executive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said 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.

J. F. [Signature]
Notary Public

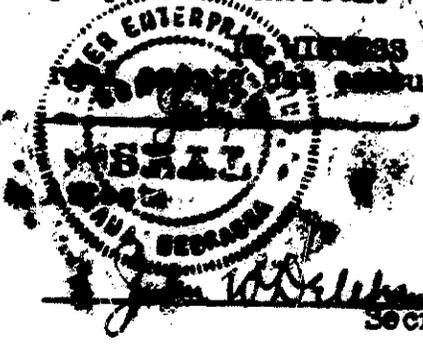


My Commission Expires:

2-18-65

over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots, and in addition, upon the East twenty (E20) feet of Lots One Hundred Thirteen (113) to One Hundred Forty-eight (148), both inclusive, the East twenty (20) feet of Lot Three Hundred Thirty-four (334), the South twenty (320) feet of Lots Three Hundred Twenty-seven (327), Three Hundred Twenty-eight (328), Three Hundred Twenty-nine (329) and the Southerly ten (10) feet of Lot Three Hundred Twenty-six (326), and upon all land lying Southerly from a straight line drawn from a point on the Easterly line of Lot 329 which is twenty (20) feet Northerly of the Southeasterly corner of said lot to a point on the East line of Lot 334 which is fifty (50) feet North of the Southeast corner of said lot. Said side line easement is granted upon the specific condition that if all of said utility companies fail to lay mains or construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any mains, poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.

G. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers. A perpetual easement and license is hereby granted to Harrison Water Co. over and under the South fifteen (S15) feet of Lot Two Hundred Ninety-five (295) and the West fifteen (W15) feet of Lot Eighty-two (82) to lay, repair and replace water mains and an access road thereon, and over and under the South twenty (S20) feet of Lot Two Hundred Ninety-four (294) and the West twenty (W20) feet of Lot Eighty-three (83) to drill and use water wells, to lay, repair, replace, build and use water mains, access road, pumps and pump house thereon.



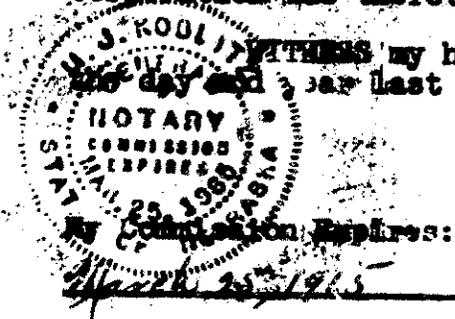
WITNESS WHEREOF, the undersigned owner of all said property has substituted this instrument this 21st day of 1959.

DECKER ENTERPRISES, INC.

John W. Decker
Secretary

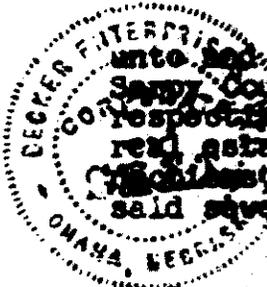
By: Don Decker
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss. On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Amended and Substituted Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.



J. Kool
Notary Public

ment within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.



The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Searcy County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

IN WITNESS WHEREOF, the undersigned owner of all said real estate has executed this instrument this 11 day of June, 1959.

DECKER ENTERPRISES, INC.

Attest:

[Signature]
Assistant Secretary

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said 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



RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1990:

lots Two (2) to Three Hundred Thirty-five (335), both inclusive, all in La Vista, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. Said lots shall be used only for single-family dwelling purposes and for accessory structures incidental to single-family use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any plot nearer than thirty feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 720 square feet.

F. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots. Said side line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replace-

VACATION OF LA VISTA, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

Entered in Numbered Index of the State of Nebraska, Sarpy County, Nebraska June 6 1959 11:32 P.M. Esther Kuhl, County Clerk

1. Decker Enterprises, Inc., a Nebraska corporation, and Guy H. Williams and Mae Williams, husband and wife, being the owners of all of La Vista, a subdivision in Sarpy County, Nebraska, and being the owner of 100 per cent of the real estate abutting on the streets vacated hereby, does hereby vacate all of La Vista, a subdivision of the West One-half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Thirteen (13), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M. in Sarpy County, Nebraska.

2. The said owners do further hereby vacate all of the streets laid out and dedicated in said subdivision as originally platted.

3. The said owners certify that no lots in La Vista have been sold and that the streets vacated hereby have never been used by the public as public ways or for any other purpose, but said streets were wholly nominal in nature and are not and were never public roads or public highways laid out according to law. The said owners certify that, since they are the owners and proprietors of all of La Vista, the above vacating does not abridge or destroy any of the rights and privileges of any other proprietors in La Vista.

4. This instrument shall divest all public rights in said streets and avenues and shall destroy the force and effect of the recording of the plat of said Addition as to the real estate and the streets above described. This instrument is executed pursuant to Sections 17-419 to 17-422 R.R.S. Nebraska, 1943, as amended. Title to all the streets vacated hereby is hereby vested in the said undersigned owners of all the real estate abutting thereon.

5. The County Clerk of Sarpy County, Nebraska is hereby directed to forthwith write in plain, legible letters across the original plat of La Vista the word "Vacated", and also make a reference on said plat to the volume and page in which this instrument is recorded. The purpose of this vacating is to permit a re-

EXECUTED this 15th day of June, 1959.

DECKER ENTERPRISES, INC.



John W. Dellhant
Secretary

By: *Don Decker*
President

Mae Williams
Mae Williams

Guy H. Williams
Guy H. Williams

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ss. On this 15th day of June, 1959, before me the undersigned Notary Public, in and for said County, personally appeared DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority; further appeared GUY H. WILLIAMS and MAE WILLIAMS, husband and wife, to me known to be the identical persons who subscribed to the foregoing conveyance, and acknowledged the execution thereof to be their voluntary act and deed.

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

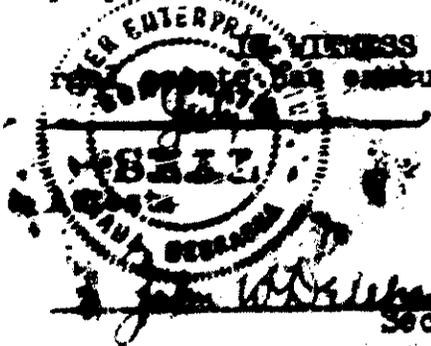
My Commission Expires:
February 18, 1965

Jack E. ...
Notary Public

over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots, and in addition, upon the East twenty (E20) feet of Lots One Hundred Thirteen (113) to One Hundred Forty-eight (148), both inclusive, the East twenty (20) feet of Lot Three Hundred Thirty-four (334), the South twenty (S20) feet of Lots Three Hundred Twenty-seven (327), Three Hundred Twenty-eight (328), Three Hundred Twenty-nine (329) and the Southerly ten (10) feet of Lot Three Hundred Twenty-six (326) and upon all land lying Southerly from a straight line drawn from a point on the Easterly line of Lot 329 which is twenty (20) feet Northerly of the Southeasterly corner of said lot to a point on the East line of Lot 334 which is fifty (50) feet North of the Southeast corner of said lot. Said side line easement is granted upon the specific condition that if all of said utility companies fail to lay mains or construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any mains, poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.

G. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers. A perpetual easement and license is hereby granted to Harrison Water Co. over and under the South fifteen (S15) feet of Lot Two Hundred Ninety-five (295) and the West fifteen (W15) feet of Lot Eighty-two (82) to lay, repair and replace water mains and an access road thereon, and over and under the South twenty (S20) feet of Lot Two Hundred Ninety-four (294) and the West twenty (W20) feet of Lot Eighty-three (83) to drill and use water wells, to lay, repair, replace, build and use water mains, access road, pumps and pump house thereon.

WITNESS WHEREOF, the undersigned owner of all said property, has executed this instrument this 21st day of 1959.



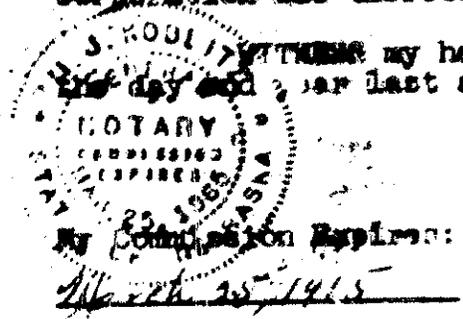
DECKER ENTERPRISES, INC.

By: [Signature]
Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

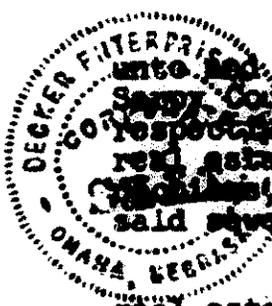
ss. On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Amended and Substituted Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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



[Signature]
Notary Public

ment within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.



6. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Seward County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

IN WITNESS WHEREOF, the undersigned owner of all said real estate has executed this instrument this 11 day of June, 1959.

DECKER ENTERPRISES, INC.

Attest:

W. S. Lehman
Assistant Secretary

By: Don Decker
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said 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.



Expires:

1965

M. J. Koblit
Notary Public

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1990:

Lots Two (2) to Three Hundred Thirty-five (335), both inclusive, all in La Vista, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. Said lots shall be used only for single-family dwelling purposes and for accessory structures incidental to single-family use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any plot nearer than thirty feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 720 square feet.

F. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots. Said side line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replace-

EASEMENT

HILLHAVEN PROPERTIES, INC., owner of the real estate described as follows, and hereafter referred to as "Grantor":

- Lots 708 through 724, inclusive,
- Lots 760 through 767, inclusive,
- Lots 780 through 819, inclusive,
- Lots 831 through 842, inclusive,
- All in LaVista, Sarpy County, Nebraska,

in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee", a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to-wit:

A five-foot wide strip of land adjoining the side lot lines of each of said lots for street lights.

CONDITIONS:

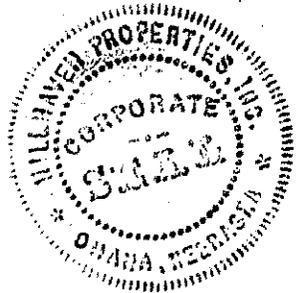
(A) Where Grantee's facilities are constructed they shall have the right to install, operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land five (5) feet in width, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').

(B) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

(C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in its exercise of the granted right.

(D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 15th day of November, 1971.



HILLHAVEN PROPERTIES, INC.

By: John W. Delehant
President

file # 012583

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1992:

Lots Three Hundred Thirty-seven (337) through Six Hundred Seventy-seven (677), both inclusive, all in La Vista, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

The undersigned reserves the exclusive right to modify or waive these covenants as to any lots where the undersigned finds it necessary to prevent hardship or advisable in unusual circumstances.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to single-family use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any plot nearer than thirty feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than six feet to any side line of any building plot.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 720 square feet.

F. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, and Peoples Natural Gas Co., and the Water Company serving said area, their successors, and assigns, to lay, repair and replace water and gas mains, hydrants and meters and to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots. Said side line easement is granted upon the specific condition that if all of said utility companies fail to lay mains or construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any mains, poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.

Entered in Numerical Index and Recorded in the Register of Deeds of Sarpy County, Nebraska
15 day March 1960 at 10 A.M., Esther Ruff, County Clerk

26-331

(a) No structure shall be placed within the boundaries of such easement, except underground water, sewer and gas mains.

(b) Permanent structures may be placed on such lots which are partially within the boundaries of such easement on the express condition that such structure does not encroach on the defined easement area and that the maximum height of such structure and appendages is limited to thirty feet at the outer easement boundary, and one additional foot of height is permitted for each foot of distance, measured from the nearest point, from such outer boundary.

IN WITNESS WHEREOF, the owner of all of said real estate has executed this instrument this 21st day of March, 1960.

DECKER ENTERPRISES, INC.

Attest:

[Signature]
Secretary

By: *[Signature]*
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Supplemental Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said 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: _____

SUPPLEMENTAL COVENANTS

1. The undersigned, Decker Enterprises, Inc., is the owner of all of the real estate described as:

Lots Three Hundred Thirty Seven (337) through Six Hundred Seventy Seven (677), both inclusive, all in La Vista, a subdivision in Sarpy County, Nebraska, now part of the Village of La Vista.

2. These Covenants supplement and amend certain restrictive covenants dated March 15, 1960, recorded March 15, 1960, in Book 26 of the Miscellaneous Records at Page 249 in the office of the County Clerk of Sarpy County, Nebraska.

3. The following portion of said original restrictive covenants is hereby forever released and canceled:

"The undersigned reserves the exclusive right to modify or waive these covenants as to any lots where the undersigned finds it necessary to prevent hardship or advisable in unusual circumstances."

In lieu of said canceled paragraph, the undersigned hereby provides that the restrictive provisions of Paragraph B of said original covenants shall be automatically amended and superseded as to any lot or lots for which the Board of Trustees of the Village of La Vista (or its successors) shall permit a lesser front yard or side yard or lot area.

4. As additional covenants covering part of said land, the undersigned provides as follows:

A. Lots Four Hundred Seventy-two (472) to and including Lot Four Hundred Ninety-nine (499), Lots Five Hundred One (501), Five Hundred Two (502), Five Hundred Three (503), Five Hundred Four (504) and Three Hundred Eighty-four (384), Lots Five Hundred Eight (508) to and including Lot Five Hundred Twenty-eight (528), Lots Five Hundred Thirty-two (532) to and including Lot Five Hundred Thirty-four (534), and the areas designated "Water Tower & Play Area" and "Play Area" as appear on said official plat, are burdened with a perpetual easement to Loup River Public Power District, and its successors and assigns for the construction and maintenance of an electric transmission line.

B. This easement right extends fifty (50) feet on each side of a center as indicated on the official plat, and in addition to all other restrictions of use applicable to La Vista Subdivision, the following further restrictions are imposed on the lots and parcels of land within the boundaries of said easement or adjacent thereto:

(1) No planting will be made within the boundaries of said easement grant which may interfere with or otherwise endanger the safe operation of said transmission line and equipment used in connection therewith.

(2) As a safeguard against the erection of buildings and structures which might endanger or interfere with the operation and maintenance of said transmission line, on lots or parcels of land either adjacent to or partially within the boundaries of such 100-foot easement, the following limitations on height of structures and proximity to boundaries are imposed on all lots adjacent to or wholly or partially within the boundaries of such transmission line easement:

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G. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers. Notwithstanding the provisions of Paragraph A above, the water company serving said area may acquire any lot or lots or interests therein to drill and use water wells, to lay, repair, replace, build and use water mains, access road, pumps and pump house thereon.

IN WITNESS WHEREOF, the undersigned owner of all said real estate has executed this instrument this 15 day of March, 1960.

DECKER ENTERPRISES, INC.



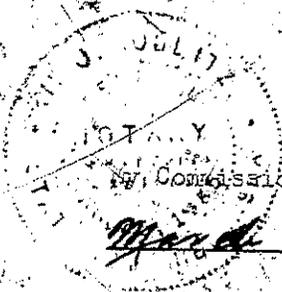
[Signature]
Secretary

BY: [Signature]
President

STATE OF NEBRASKA

ss. On the day and year last above written, before me, the COUNTY OF DOUGLAS) undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to personally known to be the president and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was hereto affixed by its authority.

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



[Signature]
Notary Public