

PROTECTIVE COVENANTS

The undersigned, being the owners of all of the lots located within the subdivision known as Lookingglass Heights, Sarpy County, Nebraska do hereby adopt and impose upon each and all of said lots, and do hereby make, declare and publish that all of said lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements for the purposes of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, which covenants, conditions, restrictions and easements are to run with the land and shall be binding upon all present and future owners of all or any part of the aforementioned real property:

1. The term "lot" as used herein, shall mean a lot as now platted in said subdivision or parts of two adjoining lots as now so platted, the total width of which at the front lot line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel.

2. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the owners thereof for church, educational, charitable or public non-profit recreational purposes.

2. Not more than one single-family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed 2 1/2 stories in height together with a private garage, attached breezeways and other outbuildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one residential building together with private garages, attached breezeways and other outbuildings incidental to residential use.

4. No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line nor shall any building except a detached garage, be located nearer than seven (7) feet to any side line of any lot, provided, however, that if the Board of Appeals of the City of Bellevue, Nebraska shall, by resolution, permit a lesser minimum setback as to such lot, the determination of said Board shall govern and shall automatically supersede these covenants.

5. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any lot or structure erected upon said lot without written consent of Looking Glass Heights, Inc. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any lot. The maximum height of any fencing extending in front of the residential structure shall be three (3) feet.

6. 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.

7. The exposed front foundation wall as well as side walls of foundations facing the street side on corner lots of all main residential structures must be constructed of or faced

60<sup>00</sup>  
56 Misc Rec.  
47  
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with brick or simulated brick or stone or stucco. All exposed side and rear concrete block or masonry foundation walls must be painted. All driveways must be constructed of concrete; no driveway will be permitted to open onto 36th Street.

8. No residential structure shall be erected on any lot located within said subdivision which residential structure has an above grade area less than 1,100 square feet, exclusive of garages. The premises shall not be used or occupied by other than a single family and shall not be used for other than residential purposes.

9. After the construction of any building is commenced, work thereon must be prosecuted diligently and must be completed within a reasonable period of time. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefore and a plot plan showing the location and elevations of such structure have been submitted to the Board of Trustees of Sanitary and Improvement District No. 115 of Sarpy County, Nebraska, and shall have received the prior written approval of a majority of the members of the Board of Trustees of said Sanitary and Improvement District as to conformity of design, location and grade with the existing structures on other lots in said subdivision. The failure of the Board of Trustees of Sanitary and Improvement District No. 115 of Sarpy County, Nebraska to approve or disapprove such plans, specifications and plot plan for any structure within thirty days after submission of the same shall operate to release such lot from the provisions of this paragraph.

In the event that Sanitary and Improvement District No. 115 of Sarpy County, Nebraska is dissolved for whatever reason, in the future, the Board of Trustees of said Sanitary and Improvement District shall, prior to the dissolution of the same, determine an alternate method for the approval or disapproval of plans, specifications and plot plans for structures to be built on lots within said subdivision if there do exist any lots upon which structures have not been constructed at the time of dissolution of said Sanitary and Improvement District.

10. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits or poles with necessary supports, sustaining wires, cross arms, guys and anchors and other instrumentalities and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message service, over, under through and upon a five foot strip of land adjoining the rear and side boundary lines of all lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision, provided, however, that said side lot line easement is granted upon the condition that if both of said companies fail to install cables, conduits or poles along such side lot line within thirty-six (36) months after the date hereof, or if any such installation is made but is thereafter removed, without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

11. 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, however, that they are not kept, bred or maintained for commercial purposes.

12. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the Builder of each lot in front

of each improved lot and on the side street of such improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations, and requirements of any governmental authority having jurisdiction thereof.

13. The provisions contained herein shall be binding upon and shall inure to the benefit of and apply to the undersigned, their respective 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 said lots until January 1, 1998, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefore, and to have such other relief and remedies as are available at law or in equity.

14. In the event that any of these covenants is invalidated by judgment or order of any court, such invalidation shall in no way affect any of the other covenants or provisions contained herein, which other provisions and covenants shall remain in full force and effect.

15. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage.

16. Nothing contained herein shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of the covenants and provisions contained herein.

Dated this \_\_\_ day of \_\_\_\_\_, 1982.

LOOKING GLASS HEIGHTS, INC., a Nebraska corporation,

By: Michael L. Henery  
Michael L. Henery, President

Henry A. Schuemann  
Henry A. Schuemann

Helen Schuemann  
Helen Schuemann

Owners of Lots 5-7, inclusive, 10,11, 16-19, inclusive, 27-33, inclusive, 37,38,42-46, inclusive, 51,52,59,66-70, inclusive, 82,86-96, inclusive, 104-106, inclusive, 109-116, inclusive, 119-121, inclusive, 127-131, inclusive, 136,138,140,142 & 144

Owner of Lots 2-4, inclusive, 9, 12-15, inclusive, 20,21,23-26, inclusive, 34-36 inclusive, 39-41 inclusive, 48,50,53,54,58,60-63 inclusive, 65,73-81 inclusive, 83-85 inclusive, 97-103 inclusive,107,108, 117,118,122-126 inclusive, 132-135 inclusive, 137, 139, 141 & 143.

Walter A. Plagmann  
Walter A. Plagmann, Owner of part of Lot 1

Michael A. Abboud, Owner of part of lot 1

Jerry Ronk, Owner of part of Lot 1

Randall E. Plagmann, Owner of part of Lot 1

Plat and Dedication

Filed 7/14/78, in Book \_\_\_\_\_ at Page 7, Instrument No. 50

- 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

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 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

Filed 1/24/83, in Book 57 at Page 47, Instrument No. \_\_\_\_\_

- 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

ADJOINING AREA

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 (Circle One)

Any additional info.

OVER, UNDER, THROUGH AND UPON A FIVE FOOT STRIP

OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF ALL

LOTS IN SAID SUBDIVISION

\*\*\*\*\*

Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_

Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Refw Agreement filed 2-14-46 Book 12-680

Scheuman to Great Lake Pipe Line Co. to lay, maintain, operate  
re-lay and remove pipe here on pipe line for transportation of oil or oil  
products, gas & water to construct, maintain, operate & remove telegraph  
and telephone lines with rights of ingress & egress over the S 1/2  
of NW 1/2 and N 1/2 of SW 1/2 Sec 9-13-13

51-535 filed

MISCELLANEOUS RECORD No. 12

Southwest Quarter (SW $\frac{1}{4}$ ), Section Nine (Sec.9), Township Thirteen North (Twn.13N), Range Thirteen East (R13E).

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY, for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of One Dollar per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid the award of two of such persons being final and conclusive. The telephone and telegraph lines if constructed above ground shall be located along the property or fence line.

Dated this 24'th day of November, 1945.

Mathilde Helwig (Seal)  
Wm Helwig (Seal)  
(Seal)  
(Seal)

STATE OF NEBRASKA )  
(ss.  
COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 24th day of November, 1945, personally appeared Mathilde Helwig and Wm. Helwig, wife and husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.  
\*\*\*\*\*  
JOS. E. STRAWN NOTARIAL SEAL \*  
GENERAL SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JUNE 1, 1948\*  
\*\*\*\*\*  
My Commission expires June 1st, 1948.

Jos. E. Strawn  
Notary Public.

HENRY A. SCHUEMANN & WF.:

TO : Filed February 14, 1946 at 1 o'clock P.M.

GREAT LAKES PIPE LINE CO:

Rt. of Way \$1.15 Pd. : *Henry A. Schumann*

County Clerk

Form 80  
Rev. 8-45

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar (\$5.00) to them in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Henry A. Schuermann and wife Helen A. Schuermann do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows: South Half (S $\frac{1}{2}$ ) Northwest Quarter (NW $\frac{1}{4}$ ); and North Half (N $\frac{1}{2}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ), Section Nine (Sec.9), Township Thirteen North (Twn.13N), Range Thirteen East (R13E).

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences or other improvements on said premises for and

because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of One Dollar per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive. The telephone and telegraph lines if constructed above ground shall be located along the property or fence lines.

Dated this 24<sup>th</sup> day of November, 1945.

Henry A. Schuemann (Seal)  
 Helen A. Schuemann (Seal)

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 24<sup>th</sup> day of November, 1945, personally appeared Henry A. Schuemann and Helen A. Schuemann, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.  
 \*\*\*\*\*  
 JOS. E. STRAWN NOTARIAL SEAL \*  
 GENERAL SARPY COUNTY, NEBRASKA \*  
 COMMISSION EXPIRES JUNE 1, 1948\*  
 \*\*\*\*\*  
 My Commission expires June 1<sup>st</sup>, 1948.

Jos. E. Strawn  
 Notary Public.

MATHILDA HELWIG & HS. :  
 TO :  
 GREAT LAKES PIPE LINE CO. :  
 Rt. of Way \$1.15 Pd. :  
 Form 80 -----  
 Rev. 8-45

Filed February 14, 1946 at 1 o'clock P.M.

*Joseph D. ...*  
 County Clerk

Rec  
 25-273

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollar (\$5.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Mathilde Helwig and William C. Helwig, her husband, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows:  
 N $\frac{1}{2}$  of SW $\frac{1}{4}$ , Sec. 4, Twp 13N-R 13E.

The said grantors, their heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons

51-535

PARTIAL RELEASE OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS PIPE LINE COMPANY, a Delaware Corporation with its principal place of business in Tulsa, Oklahoma, party of the first part, hereinafter called Grantor, for and in consideration of One Dollar (\$1.00) in hand paid by Henry A. Schuemann and Helen A. Schuemann, Husband and Wife

part y of the second part, hereinafter called Grantee s, and the covenants hereinafter contained to be kept by Grantee s, does hereby release, quit claim, and convey unto the said Henry A. Schuemann and Helen A. Schuemann

FILED FOR RECORD 8-16-78 AT 9:45 A. M. IN BOOK 51 OF Miss Rec.  
PAGE 535 Paul L. Hillman REGISTER OF DEEDS, SARPY COUNTY, NEB 1525

with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by Henry A. Schuemann and wife Helen A. Schuemann

on the 24th day of November, 1945, and filed for record in the office of the Register of Deeds of Sarpy County, Nebraska, on the 14th day of February, 1946, in Book 12 at Page 620 Miscellaneous

and assigned to Williams Brothers Pipe Line Company by Special Warranty Deed dated March 15, 1966, and filed for record in the office of the said Register of Deeds, in Book 126 of Deeds at Page 277.

in and to the following and no other described land in the county of  
Sarpy and the state of Nebraska :

The South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 9, Township 13  
North, Range 13 East, Sarpy County, Nebraska,

excepting and reserving unto Grantor, its successors and assigns, all  
right, title and interest acquired by virtue of the aforementioned Right of  
Way Agreement \_\_\_\_\_  
in and to the following described parcel or strip of land:



51-535B

A strip of land 75 feet in width situated in and extending across the aforesaid South Half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 9, Township 13 North, Range 13 East, Sarpy County, Nebraska. The 75 foot wide strip of land is parallel with and extends 37.5 feet on each side of, measured at right angles from, the following described survey line:

Beginning at the  $W\frac{1}{4}$  corner of said Section 9; thence  $N 89^{\circ} 51' 53'' E$ , a distance of 1616.96' to the point of beginning of survey line to be described; thence  $N 03^{\circ} 39' 36'' W$ , a distance of 398.98'; thence  $N 09^{\circ} 43' 13'' W$ , a distance of 936.22' to a point of ending on the North line of the South Half of the Northwest Quarter of said Section 9, said point being 1433.41'  $N 89^{\circ} 47' 01'' E$  from the NW corner of the  $S\frac{1}{2}$  of the  $NW\frac{1}{4}$  of said Section 9.

TO HAVE AND TO HOLD unto the said Grantee s, their heirs,  
and assigns forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest, in and to the tract of land above excepted unto Grantor.

It is further understood and agreed that the said Grantee s will not erect, construct, or create any building, improvement, structure, or obstruction of any kind either on, above, or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade thereof, or cause or permit these things to be done by others, without the express written permission of Grantor. The Grantee s shall assume, indemnify, and save harmless the Grantor, its successors and assigns, from all cost, loss, damage, expense, or claim of any nature arising from any acts of the Grantees s so permitted by the Grantor or from the existence of any construction so permitted. The covenants in this paragraph contained shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

It is further understood and agreed that Grantor is hereby released from the covenants contained in the aforesaid Right of Way Agreement as to the lands herein released from the burdens thereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

**ATTEST:**  
WILLIAMS PIPE LINE COMPANY  
A. L. Bennett  
Asst. Secretary

Witnesses:  
[Signature]

Witnesses:  
[Signature]

GRANTOR:  
WILLIAMS PIPE LINE COMPANY  
By [Signature]  
K. E. Bailey  
Vice President

Date August 2, 1978

GRANTEE s :  
[Signature]  
Henry A. Schuemann  
[Signature]  
Helen A. Schuemann

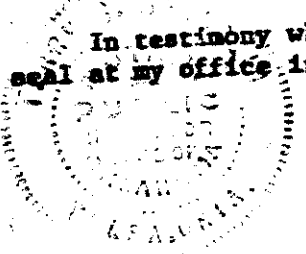
Date July 27, 1978

51-535D

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss

On this 2nd day of August, 1978, before me appeared K. E. Bailey to me personally known, who being by me duly sworn did say that he is the Vice President of Williams Pipe Line Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said K. E. Bailey acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.



Terry G. Spradlin  
Terry G. Spradlin  
Notary Public

My Commission Expires: November 25, 1978

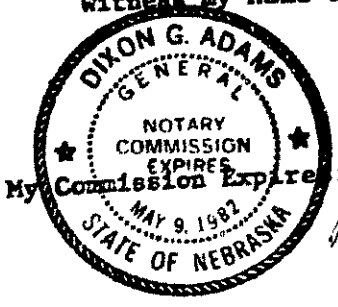
STATE OF Nebraska )  
COUNTY OF Sarpy ) ss

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 25th day of July, 1978 personally appeared \_\_\_\_\_

Henry A. Schuemann and Helen A. Schuemann  
Husband and Wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.



[Signature]  
Notary Public

May 9, 1982

AGREEMENT

THIS AGREEMENT, entered into by and between WILLIAMS PIPE LINE COMPANY, a Delaware corporation with its principal place of business in Tulsa, Okla., party of the first part, hereinafter referred to as "Williams" and LOOKING GLASS HEIGHTS, INC., a Nebraska corporation, party of the second part, hereinafter referred to as "Permittees", WITNESSETH:

WHEREAS, Williams is the owner of an easement 75 feet in width for pipe lines across land described in that certain Partial Release of Right of Way recorded in the office of the Register of Deeds of Sarpy County, Nebraska, in Book 51 of Miscellaneous, page 535, and

WHEREAS, the terms of said Partial Release of Right of Way prohibits the construction of any building, improvement, structure or obstruction on or below the surface of the ground, or grade changes, on the said 75 foot wide easement without the express written permission of Williams, and

WHEREAS, Permittees wish to construct a sanitary sewer at one location across Williams' easement, and have requested written permission to do so.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the promises made by Permittees to Williams, it is agreed:

1. Williams grants Permittees permission to construct a sanitary sewer according to the recorded plat of Lookingglass Heights Addition to the City of Bellevue, Sarpy County, Nebraska, at near right angles across Williams' easement, the centerline of said sewer to cross said easement from a point approximately 90 feet East of the centerline of 33rd Street to the East line of Williams' 75 foot easement in the S 1/2 NW 1/4 of Section 9, Township 13 North, Range 13 East, Sarpy County, Nebraska, as measured along the center of Mirror Lane *THROUGH ONE-HUNDRED FORTY-FOUR, NOW KNOWN AS LOTS ONE THROUGH ONE-HUNDRED FORTY-FOUR, LOOKINGGLASS HEIGHTS.*
2. Permittees agree to bury the sanitary sewer a minimum of 12 inches below the existing pipe lines, and that Mr. J. A. Honer, Manager of Lines & Right of Way, will be notified at least 48 hours prior to the beginning of any work on Williams' easement, at telephone A/C 605 332-1441, Sioux Falls, South Dakota.
3. Permittees understand two (2) buried pipe lines exist within the encroachment area, and Permittees agree to assume, protect, indemnify and hold Williams harmless from and against all claims or suits of any kind what-

FILED FOR RECORD 12-5-78 IN 11567 IN BOOK 51 OF Misc. Rec. 42.00  
PAGE 820  
C. D. S. Hill  
REGISTER OF DEEDS, SARPY COUNTY, NEB.

*Handwritten signature*

soever, and any and all attendant expense, including court costs and attorneys' fees arising out of the construction or existence of the sewer herein permitted to be constructed.

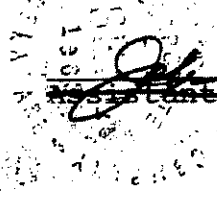
- 4. The terms of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their successors and assigns.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

ATTEST:

WILLIAMS PIPE LINE COMPANY

708


 John S. Estill, Jr.  
 Assistant Secretary  
 John S. Estill, Jr.

By: R. A. Wilkens  
 R. A. Wilkens Vice President

Date: 10/16/78

ATTEST:

LOOKING GLASS HEIGHTS, INC., a corporation,

 Michael L. Henery  
 Secretary

By: Michael L. Henery  
 Michael L. Henery, President

Date: 9/29/78

STATE OF OKLAHOMA ]  
 COUNTY OF TULSA ] SS.

On this 16th day of October, 1978, before me appeared R. A. Wilkens, to me personally known, who being by me duly sworn did say that he is the Vice President of Williams Pipe Line Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. A. Wilkens acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

My Commission Expires:  
November 25, 1978

Terry G. Spradlin  
 Notary Public Terry G. Spradlin

STATE OF NEBRASKA ]  
 COUNTY OF DOUGLAS ] SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 29th day of September, 1978, personally appeared Michael L. Henery, President and Secretary of Looking Glass Heights, Inc., a Nebraska corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the President and Secretary of Looking Glass Heights, Inc., such execution being his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My Commission Expires:  
March 14, 1982

Cynthia J. Plate  
 Notary Public

