

**RAINBOW REPLAY**  
LOTS 1 TO 83 INCLUSIVE  
A SUBDIVISION OF A PART OF THE NW  
AND A PART OF THE SW 1/4 OF THE N

100% of the U.S. population

**UNPLATTED.**

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AVENUE

Scale 1" = 100

SW COR. OF THE NW 1/4 OF THE N.E. 1/4  
SECTION 34-18-18.

Curve No.	Circuit Data				
	A	B	C	D	E
1	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000
5					
6					
7					
8					

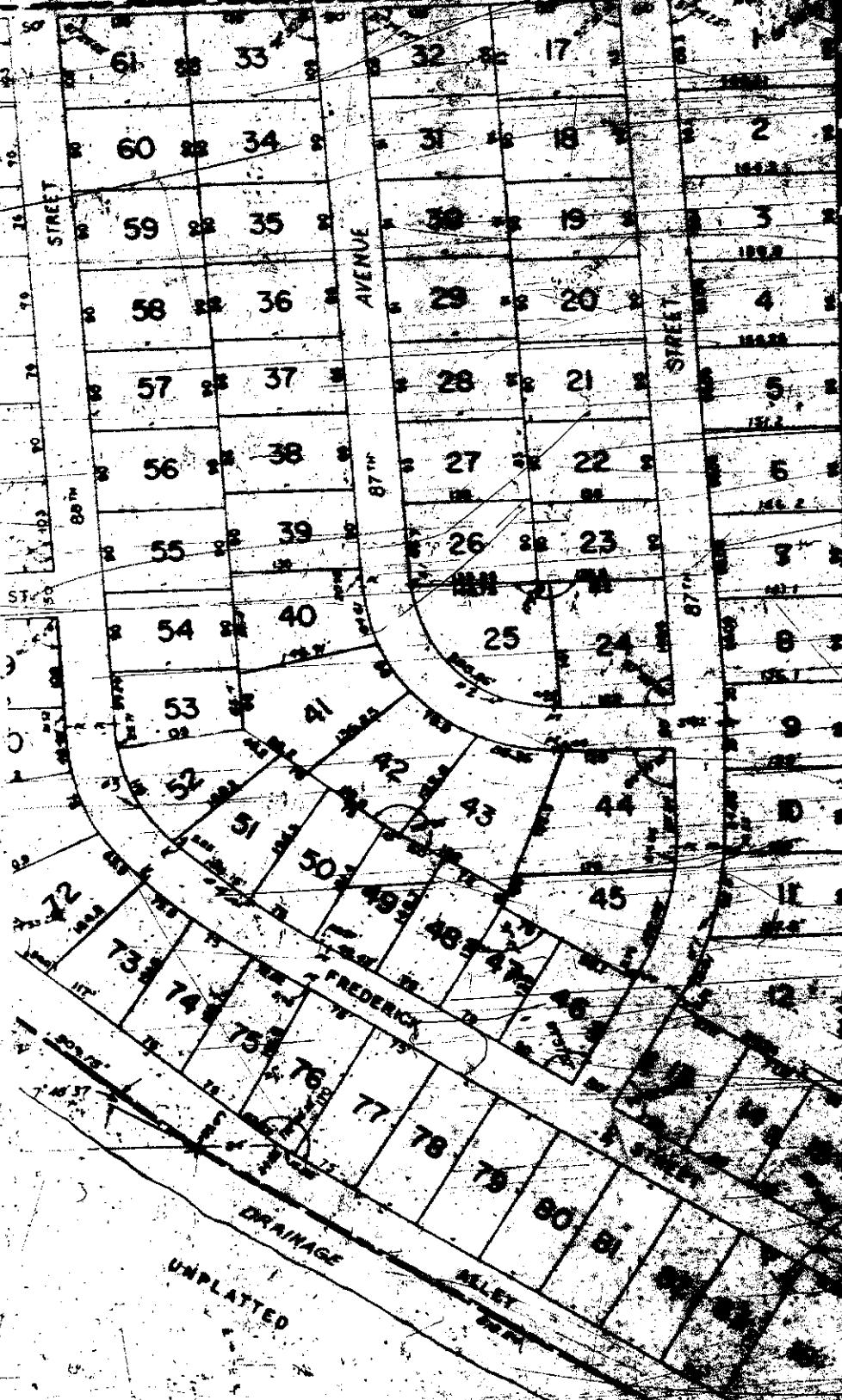
**RAINBOW REPLAT**

TS 1 TO 83 INCLUSIVE  
N OF A PART OF THE NW 1/4 OF THE NE 1/4  
OF THE SW 1/4 OF THE NE 1/4 OF SEC. 34 - T-42

UNPLATTED

CENTER

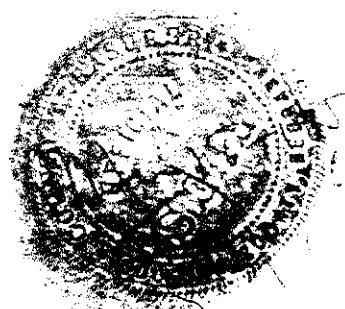
STREET



UNPLATTED

NUMBER OF THE NW 1/4  
OF THE NE 1/4 OF THE  
SW 1/4 OF THE NE 1/4 OF SEC. 34 - T-42

UNPLATTED  
SUBDIVISION  
FOR RESIDENTIAL PURPOSES  
NOT RELEASED WHEN STREET IS  
EXTENDED TO THE EAST.



**COUNTY  
TREASURERS CERTIFICATE**

**APPROVAL OMAHA CITY PLANNING COMMISSION**

THIS PLAT OF A SUBDIVISION IS REPAZ BAPTIST CHURCH & CITY PLANNING  
RECORDED IN THE CITY OF CANTON TEXAS ON MAY 12, 1971.

*Henry Ford*

~~APPROVAL OF  
CITY ENGINEER OF OMAHA~~

RECEIVED MAY 19 1985 REPLACED  
May 19 A.D. 1985

~~Exhibit 1~~

**CITY COUNCIL ACCEPTANCE**

RECEIVED  
THE CITY OF ST. LOUIS AND ATTACHED  
TO THE CITY DOCKET OF THE CITY OF  
ST. LOUIS THIS DAY.

10

DITCH WHICH BEGINS AT THE NE 1/4 CORNER OF THE  
AN ADDITION IN DOUGLASS COUNTY, NEBRASKA,  
WHICH IS 1/4 OF THE NE 1/4 AND A TOWNHIP  
34, TWP. 13 NORTH, RANGE 12 EAST, NEB.  
NEBRASKA, DESCRIBED AND BOUND AS FOLLOWS:  
BEGINGING AT A POINT ON THE CENTER LINE OF THE  
WHICH POINT BEING 53 FEET SOUTHEASTERLY  
THE NE 1/4 OF SAID SECTION, AND THENCE  
STREET TO A POINT ON THE EAST END OF THE  
SECTION 34, A DISTANCE OF 1047.51 FEET  
OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION  
PAPILLION DRAINAGE DITCH, A DISTANCE OF  
ANGLE OF 121° 59' 24" TO THE RIGHT, AND THENCE TURNING  
THE CENTER LINE OF PAPILLION DRAINAGE DITCH, A DISTANCE OF 100' FEET  
THE NW 1/4 OF THE NE 1/4 OF SAID  
THENCE TURNING AN ANGLE OF 7° 45' 30" TO THE LEFT  
ALONG THE CENTER LINE OF PAPILLION DRAINAGE DITCH, A DISTANCE OF 307.50  
FEET, THENCE TURNING AN ANGLE OF 0° 13' 24" TO THE LEFT, AND TURNING ALONG  
THE CENTER LINE OF PAPILLION DRAINAGE DITCH, A DISTANCE OF 160.20 FEET,  
THENCE TURNING ANGLE OF 92° 43' 50" TO THE RIGHT, AND TURNING NORTHERLY  
A DISTANCE 1474.89 FEET, THENCE TURNING ANGLE OF 43° 26' 30" TO THE LEFT, AND  
RUNNING NORTHERLY, A DISTANCE OF 49.25 FEET, THENCE TURNING ANGLE OF 17° 45'  
TO THE LEFT AND RUNNING NORTHERLY, A DISTANCE OF 100' FEET, THENCE  
TURNING AN ANGLE OF 15° 15' 30" TO THE LEFT AND RUNNING NORTHEASTERLY  
A DISTANCE OF 52.36 FEET, THENCE TURNING AN ANGLE OF 16° 11' TO THE LEFT AND  
RUNNING NORTHERLY, A DISTANCE OF 131.56 FEET, THENCE TURNING AN ANGLE OF  
3° 51' TO THE RIGHT, AND RUNNING NORTHEASTERLY, A DISTANCE OF 465.40 FEET.  
(Said road, known as Rainbow Road, is located in Township 34, Range 12, Section 34, in  
both inclusive in Rainbow, an addition in  
Douglas County, Nebraska.)

DATE MAY 18, 1965

**D. W. BRADLEY AND ASSOCIATES, INC.**  
**REGISTERED IN GENERAL STAMPER E.**

DO YOU WANT TO BE ASSISTED  
AS A MEMBER OF THE BOARD?

DO YOU WANT TO BE ASSISTED  
AS A MEMBER OF THE BOARD?

GLODE REALTY CO.

*Agnes C. Benis*  
REPRESENTATIVE

ATTEST  
SECRETARY

*John J. O'Connor*  
PRESIDENT  
GLODE REALTY CO.

*Lloyd A. Thornton*  
LLOYD A. THORNTON

*John J. O'Connor*  
JOHN J. O'CONNOR

## ACKNOWLEDGEMENT

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

IN THIS 10<sup>TH</sup> DAY OF MAY 1955, BEFORE ME, A NOTARY PUBLIC,  
SUY COMMISSIONED AND SEALIFIED BY AND FOR THE STATE OF NEBRASKA,  
BEING THE APPOINTED NOTARY PUBLIC AND SECRETARY OF THE GLODE  
SHOCKLEY DEVELOPMENT CO.; AGNES C. BENIS, PRESIDENT AND THOMAS J. FERGUSON, JR.,  
SECRETARY OF SAID GLODE REALTY CO.; LLOYD A. THORNTON AND MARY ANNE THORNTON  
(HUSBAND AND WIFE), WHO ARE HEREBY KNOWN TO ME TO BE THE IDENTICAL  
PERSONS, WHOSE NAMES ARE AFFIXED TO THE ABOVE DEDICATION AND THEIR KNOWLEDGE,  
THE SIGNING OF SAID DEDICATION TO BE THEIR VOLUNTARY ACT AND DEED.  
WITNESS MY HAND AND OFFICIAL SEAL AT OMAHA, NEBRASKA, ON SAID  
COUNTY, THE DATE LAST AFORESAID.

*John J. O'Connor*  
NOTARY PUBLIC

MY COMMISSION EXPIRES THE 21<sup>ST</sup> DAY OF October, A.D. 1957.

7. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS  
OFFICE IN DOUGLAS COUNTY, NEBRASKA, 2 DAY JUNE, 1955, AT 9:24 A.M.  
THOMAS J. O'CONNOR, REGISTER OF DEEDS.

\$ 48.00

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate hereinafter described until January 1, 1987.

If said present or future owners, or any of them, 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 hereinafter described 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 the validity and enforceability of any of the other provisions herein contained.

A. All lots in the addition hereinafter described shall be used only for residential purposes, or for church, educational or charitable uses.

B. No structures shall be erected, altered, placed, or permitted to remain on any "residential building plot", as herein-after defined, other than one detached single family dwelling, not to exceed two and one-half stories in height, which dwelling must include an attached private garage for not more than three cars. Said dwelling may also include attached breezeways and other out-buildings incidental to residential uses.

C. No structure shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor nearer than seven feet to any side line of any building plot; provided however that on Lots 1, 17, 32, 33, 61, and 62 in said addition, no residential structure shall be located nearer than seventeen feet to the North side lot line of said lots; provided further, however, that the provisions of this paragraph shall automatically be amended pro tanto as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall determine and permit a lesser set-back or side yard distance.

D. No residential structure shall be erected or placed on any building plot which has an area of less than seven thousand five hundred (7,500) square feet and such a plot of said minimum dimensions, when used for residential purposes, is herein defined as a "residential building plot".

E. 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.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said plot shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

G. The ground floor enclosure, if any, of any non-residential structure, exclusive of a garage, shall not exceed in area less than one thousand one hundred square feet.

-2-

H. These Protective Covenants shall hereafter apply to Lots One (1) through Eighty-three (83), both inclusive, in Rainbow Replat, an Addition in Douglas County, Nebraska.

I. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, 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 along, across, over and under a five foot strip of land adjoining the rear and side boundaries of Lots One (1) through Sixty-one (61), inclusive, and a five foot strip of land adjoining the side boundary lines, and a twenty-five foot strip of land adjoining the rear boundary lines of Lots Sixty-two (62) through Seventy (70) inclusive, and Lots Seventy-two (72) through Eighty-three (83) inclusive, and also a five foot strip of land adjoining the side boundary lines of Lot Seventy-one (71) and also along, across, over and under a line extending across lot Seventy-one (71), in a southerly direction from a point on the northern boundary line, approximately one hundred and twenty (120) feet from the front lot line to a point on the southern boundary line approximately one hundred and fifty (150) feet from the front lot line, all of such easements in all of said lots to include any necessary overhang.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, has caused these presents to be duly executed this 8<sup>th</sup> day of June 1955.

PHOENIX DEVELOPMENT CO.

By: *Loyd A. Smith*  
SecretaryBy: *Don Berlin*  
President

CLARK REALTY CO.

By: *James C. Dennis* *Lloyd A. Smith*  
PresidentSTATE OF NEBRASKA  
4 H.A. ss.  
COUNTY OF DOUGLAS,*Mary Anne Thornton*

On this 8<sup>th</sup> day of June 1955, I, *James C. Dennis*, president of Phoenix Development Co., to whom my signature is affixed, and acknowledged the execution of the foregoing instrument, and acknowledged the same to be my true and voluntary deed as such officer, and the instrument to be a true and valid corporate and further, as such instrument is acknowledged by *Don Berlin* and *Mary Anne Thornton* to me to be the instrument for recording hereinafter and acknowledge the same to be my true and voluntary deed.

Given under my hand and seal this 8<sup>th</sup> day of June 1955.

238-719

-3-

STATE OF NEBRASKA )  
ss.  
COUNTY OF DOUGLAS )

On this 8<sup>th</sup> day of June, 1955, before me, the under-signed, a Notary Public in and for said county, personally came AGNES C. BEMIS, President of Globe Realty Co., to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be her voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

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

My Commission expires the 15 day of September, 1955.

Sophie F. Jones  
Notary Public

17. ENTERED IN NOTARIAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
9 DAY June 1955 BY THOMAS J. O'GORMAN, REGISTER OF DEEDS  
4450

CONDITIONAL RELEASE OF PROTECTIVE COVENANTS

The LOT OWNER owning the lot designated at the signature line, realizing that the protective covenants applicable to Lots One (1) through Eighty-three (83), inclusive, of Rainbow Replat, an addition in Douglas County, filed June 9, 1955, in Book 298 at Page 717 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska; are so restrictive as to discourage improvement and development of the vacant lots in said Rainbow Replat and desiring to encourage the development and improvement of such lots and to encourage other lot owners in said addition to join in such plan, does hereby release from the provisions of said protective covenants the following-described lots in said addition: Lots 13, 14, 15 and 16; lots 47 through 61, inclusive; and lots 63 through 83, inclusive. This release shall automatically become effective upon fulfillment of the following two conditions:

- 1) The Record Owners of Lots 13, 14, 15 and 16 and Lots 47 through 60, inclusive, and Lots 72 through 83, inclusive, all in Rainbow Replat, shall file of record an acceptance of this release and an agreement that until January 1, 1987, said lots shall be subject to the use, restrictions and other restrictive provisions of 5th Residence District zoning, as set forth in the zoning ordinances of the City of Omaha, as of the date hereof; and
- 2) The Record Owners of Lot 61 and Lots 63 through 71, inclusive, in Rainbow Replat, shall file of record an acceptance of this release and an agreement that until January 1, 1987, said lots shall be subject to the use, restrictions and other restrictive provisions of 9th Residence District zoning (or of any more restrictive residential zoning at the option of said Record Owners), as set forth in the zoning ordinances of the City of Omaha, as of the date hereof.

Compliance with this condition is intended to result in an agreement which will run with any lot in Rainbow Replat, owned by Lot Owner.

DATED this 16th day of October 1964, #962.

Lot Owner of Lot 5  
Rainbow Replat, an addition  
in Douglas County, Nebraska

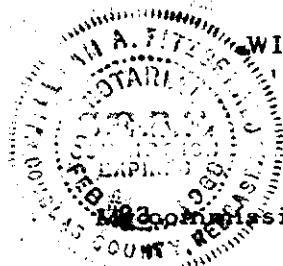
Floyd D. Owens  
Virginia Owens

STATE OF NEBRASKA : SS.  
COUNTY OF DOUGLAS :

On this 16th day of October 1964, before me, the undersigned, a Notary Public duly commissioned and qualified for and in said county, personally came Floyd D. Owens and Virginia Owens, husband and wife, to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

William A. Fitzgerald  
Notary Public



My commission expires the 23rd day of February 19 68.

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*✓* *Present*

THE HISTORY OF  
THE CHURCH OF  
ENGLAND.

418 of 405

*Thomas J. Banning*  
Signature of Deed

July 19<sup>th</sup> - Brown Bear  
8:10 AM

647-506m

BOOK 418 PAGE 407

CONDITIONAL RELEASE OF PROTECTIVE COVENANTS

The LOT OWNER owning the lot designated at the signature line, realizing that the protective covenants applicable to Lots One (1) through Eighty-three (83), inclusive, of Rainbow Replat, an addition in Douglas County, filed June 9, 1955, in Book 298 at Page 717 of the Miscellaneous Records in the office of the Register of Deeds of Douglas County, Nebraska, are so restrictive as to discourage improvement and development of the vacant lots in said Rainbow Replat and desiring to encourage the development and improvement of such lots and to encourage other lot owners in said addition to join in such plan, does hereby release from the provisions of said protective covenants the following-described lots in said addition: Lots 13, 14, 15 and 16; lots 47 through 61, inclusive; and lots 63 through 83, inclusive. This release shall automatically become effective upon fulfillment of the following two conditions:

- 1) The Record Owners of Lots 13, 14, 15 and 16 and Lots 47 through 60, inclusive, and Lots 72 through 83, inclusive, all in Rainbow Replat, shall file of record an acceptance of this release and an agreement that until January 1, 1987, said lots shall be subject to the use, restrictions and other restrictive provisions of 5th Residence District zoning, as set forth in the zoning ordinances of the City of Omaha, as of the date hereof; and
- 2) The Record Owners of Lot 61 and Lots 63 through 71, inclusive, in Rainbow Replat, shall file of record an acceptance of this release and an agreement that until January 1, 1987, said lots shall be subject to the use, restrictions and other restrictive provisions of 9th Residence District zoning (or of any more restrictive residential zoning at the option of said Record Owners), as set forth in the zoning ordinances of the City of Omaha, as of the date hereof.

Compliance with this condition is intended to result in an agreement which will run with any lot in Rainbow Replat owned by Lot Owner.

DATED this 23 day of July, 1964.

Lot Owner of Lot 33  
Rainbow Replat, an addition  
in Douglas County, Nebraska

STATE OF NEBRASKA : SS  
COUNTY OF DOUGLAS :

On this 23 day of July, 1964, before me, the undersigned, a Notary Public duly commissioned and qualified for and in said county, personally came William J. Fitzgerald to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

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

William J. Fitzgerald  
Notary Public

My commission expires the 23 day of July, 1964.

BOOK 418 PAGE 108

RECEIVED

19 OCT 19 PM 3 37

THOMAS J O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, IOWA

198-3402  
402

John J. Brown

Douglas Brown  
" 198-3402  
402

4-517

THIS INDENTURE WITNESSETH, that the Grantor, ~~PEOPLES NATURAL GAS COMPANY~~, a Delaware corporation, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements of the Grantee hereinafter expressed has granted, bargained, sold, conveyed, warranted, assigned, set over, transferred and delivered, and by these presents does grant, bargain, sell, convey, warrant, assign, set over, transfer and deliver unto the Grantee, PEOPLES NATURAL GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of Nebraska, all and singular the following described property, rights, privileges and easements held or possessed by Grantor, to wit:

The gas transmission pipe lines of Grantor located and described generally as follows:

Boys Town Lateral

A  $4\frac{1}{2}$ -inch O.D. steel pipe line commencing at a point in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 34, Township 15 North, Range 11 East, Douglas County, Nebraska, which point is 1,336 feet West and 23 feet South of the Northeast corner of said Section 34, where the lines leave the Boys Town town border station of Grantor, thence in a northerly direction a distance of 73 feet to a point where the  $4\frac{1}{2}$ -inch pipe swedges to a 6-5/8-inch O.D. pipe line, thence continuing in a northerly direction a distance of 5,304 feet; thence, in a westerly direction a distance of 1,419 feet, thence in a northerly direction a distance of 2,604 feet, thence in a westerly direction a distance of 2,680 feet, thence in a northerly direction a distance of 2,501 feet to a point where the 6-5/8-inch pipe swedges to a  $4\frac{1}{2}$ -inch pipe, thence in a general westerly direction in and along West Dodge Street Road a distance of 21,018 feet to a measuring and regulating station situated on the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 24, Township 15 North, Range 11 East, Douglas County, Nebraska.

Offutt Field Lateral

A  $4\frac{1}{2}$ -inch O.D. steel pipe line commencing at a point in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 3, Township 13 North, Range 13 East, Sarpy County, Nebraska, which point is 2,021.8 feet west of the east line of said Section 3, where the line leaves the Fort Creek - Offutt Field town border station of Grantor, thence in an easterly direction a distance of 2,555 feet, thence in a northerly direction a distance of 1,311 feet to a point in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 2, Township 13 North, Range 13 East, Sarpy County, Nebraska, which point is 2,021.8 feet east of the water meter and regulating station.

240 part 486

together with and including in said lateral pipe lines, all pipe, connections, taps, valves, fittings, conduits and all equipment and appurtenances of every description comprised in or appertaining to said pipe lines.

III.

All of the rights of way and easements of the Grantor for the construction and operation of the gas transmission lines described above in paragraph I including such rights of way and easements granted by the parties hereinabove shown, which said rights of way and easements are recorded in the office of the Register of Deeds for the indicated counties in Nebraska in the books and pages set forth, to-wit:

Boys Town Lateral - Douglas County

<u>Grantor</u>	<u>Date of Easement</u>	<u>Recording Data</u>		
		<u>Book</u>	<u>Page</u>	<u>Date Filed</u>
Boys Town, et al	August 9, 1940	148	235	Aug. 30, 1940
Boys Town School Board	September 20, 1940	149	31	Sept. 24, 1940
John H. Kuehl, et al	September 19, 1940	149	37	Sept. 24, 1940
John J. Kuehl, et al	August 2, 1940	148	237	Aug. 30, 1940
Gordon Company	August 21, 1940	148	239	Aug. 30, 1940
John J. Hart, et al	August 17, 1940	148	241	Aug. 30, 1940
J. Mazerman, et al	August 2, 1940	148	243	Aug. 30, 1940
Joseph Z. Ibn, et al	August 2, 1940	148	245	Aug. 30, 1940
Peter Scattie, et al	August 17, 1940	150	22	Oct. 26, 1940
Wayne Lagemann, et al	August 2, 1940	148	247	Aug. 30, 1940
Walter W. Mach, et al	August 10, 1940	148	249	Aug. 30, 1940
Henry J. Hubermann, et al	August 19, 1940	148	251	Aug. 30, 1940
Leonard H. Allen	August 5, 1940	148	193	Aug. 30, 1940
Lester J. Lagemann, et al	August 2, 1940	148	195	Aug. 30, 1940
J. H. Kuehl, et al	August 2, 1940	148	197	Aug. 30, 1940
John J. Kuehl, et al	August 2, 1940	148	199	Aug. 30, 1940
Master Marian Boys Home	August 14, 1940	148	201	Aug. 30, 1940
Catherina Glissmann	August 17, 1940	148	233	Aug. 30, 1940

As to the easement dated August 17, 1940 from Catherina Glissmann, recorded in Book 148, page 233, hereinabove described, Grantor conveys, assigns and transfers its right, title and interest in said easement, insofar and to the extent only as laid, easement covers the East 33 feet of the West Half of the Southeast Quarter (WSE) of Section 27, Township 15 North, Range 12 East, Douglas County, Nebraska.

Vista Field Lateral - Sarpy County

<u>Grantor</u>	<u>Date of Easement</u>	<u>Recording Data</u>		
		<u>Book</u>	<u>Page</u>	<u>Date Filed</u>
William Jacob Jurgens, et al County of Sarpy, State of Nebraska	April 1, 1938	9	625	April 4, 1938
George F. Bushart	April 19, 1943	11	631	April 28, 1943
William J. Fitzpatrick, et al	July 25, 1939	10	138	Sept. 2, 1939
Fritz Jurgens	March 14, 1931	10	137	Sept. 2, 1939
		8	250	Jan. 23, 1932

As to the right of way and easement dated March 14, 1931 from Fritz Jurgens,

recorded in Book 8, page 250, hereinabove described, Grantor conveys, assigns and transfers its right, title and interest in said easement, insofar and to the extent

BOOK 217 PAGE 10

only as necessary and used in the maintenance, operation, replacement or removal of that part of the 16-inch Offutt Field lateral pipeline constructed thereon and conveyed by Grantor to Grantee herein, excepting and reserving to Grantor, its successors and assigns, all other and remaining rights, title and interest in said easement.

III.

Also, all rights, licenses and privileges owned or held by Grantor under any and all permits, resolutions and/or other grants by the United States or the State of Nebraska, or any municipality, county or other political subdivision or authority thereof, exclusively for, or in so far as the same authorise the construction, maintenance and operation of said branch or lateral pipelines, including, but not restricted to, rights and licenses for the occupancy of public highways, public bridges and public places, wheresoever located.

IV.

All of the Grantor's estate, right, title, and interest in and to two measuring and regulating stations, constructed or installed by Grantor upon the following described premises owned by Boys Town and the United States Government, known as Offutt Field:

Boys Town Measuring and Regulating Station

Located on the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 24, Township 15 North, Range 11 East, Douglas County, Nebraska;

Offutt Field Measuring and Regulating Station

Located on the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 2, Township 13 North, Range 13 East, Sarpy County, Nebraska;

together with and including all buildings, structures and improvements, metering and regulating stations, equipment and accessories constructed or installed upon said tracts of land last hereinbefore described.

TO HAVE AND TO HOLD the said property, rights and interests hereinabove described and hereby conveyed and assigned unto the Grantee, the said PROGRESS NATURAL GAS COMPANY, its successors and assigns forever.

And the Grantor does hereby covenant with said PROGRESS NATURAL GAS COMPANY, for the benefit of said Grantee, its successors and assigns, that it, the Grantor, is lawfully seized of said property, rights and interests hereinabove described and hereby conveyed and assigned, and they are free from

encumbrances except as hereinbelow mentioned; that it has good right and lawful authority to sell, convey and assign the same, and that it will warrant and defend the same unto said PEOPLES NATURAL GAS COMPANY, its successors and assigns, forever, against the lawful claims of all persons whomsoever; except that Grantor does not warrant said title as against any liens or encumbrances which may have existed upon the real estate over which the rights of way, easements and pipe lines hereinbefore described and hereby conveyed and assigned are situated, before the acquisition of said rights of way and easements by Grantor.

As a further consideration for the conveyance and assignment aforesaid, the said PEOPLES NATURAL GAS COMPANY hereby assumes and agrees to carry out and perform all of the obligations heretofore imposed upon Grantor in, under or by any of the resolutions, permits, grants, contracts and/or licenses hereinbefore conveyed and assigned to Grantee herein.

IN WITNESS WHEREOF the Grantor, the said NORTHERN NATURAL GAS COMPANY, has caused these presents to be duly executed in its corporate name and behalf, and its corporate seal to be hereto affixed and attested, by its President and its Secretary, whereunto duly authorized by its stockholders and Board of Directors, respectively, this the 27th day of July, 1948.

ATTEST:

NORTHERN NATURAL GAS COMPANY

By G. R. Gandy  
G. R. Gandy  
Secretary

President

STATE OF NEBRASKA )  
CITY OF OMAHA )  
COUNTY OF DOUGLAS )  
SS.

On this 20 day of December, A. D. 1948, before me, the undersigned,  
B. C. Bay, to me known to be the identical person who subscribed the name of  
NORTHERN NATURAL GAS COMPANY to the foregoing instrument as its  
President, and acknowledged to me that he executed the same as his free and voluntary  
act and deed, and as the free and voluntary act and deed of such corporation, for the  
uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

J. H. Hough

My commission expires 7/25/53.

Commissioner of Deeds

3.25  
210

2. DEEDS, PLATTS AND RECORDS IN THE REGISTER OF DEEDS OFFICE OF NEBRASKA STATE, OMAHA  
3. FEBRUARY 1948  
THOMAS L. GOODMAN, REGISTER OF DEEDS

## NOTICE

**METROPOLITAN UTILITIES DISTRICT**

WHOM IT MAY CONCERN:

Job No. W.C. 1285

Notice is hereby given that Metropolitan Utilities District has, under its construction order procedure, installed a water main, in the following streets:

On Center Street Road (Bancroft Street) between 72nd Street and 90th Street; on 90th Street between Center Street Road and Shirley Street; and on Shirley Street between 90th Street and 91st Avenue.

in Omaha, Douglas County, Nebraska, or adjoining said city, abutting the lots or parcels of land described below:

South 132 feet, except road, of the west 1082 feet in the SE 1/4 of the SE 1/4 of Section 26-15-12 east

South 132 feet, except road, of the east 1282 feet in the SW 1/4 of the SE 1/4 of Section 26-15-12 east

South 132 feet, except road, of the west 1282 feet in the SE 1/4 of the SW 1/4 of Section 26-15-12 east

South 132 feet, except road, in the SW 1/4 of the SW 1/4 of Section 26-15-12 east

South 132 feet, except road, in the SE 1/4 of the SE 1/4 of Section 27-15-12 east

South 132 feet, except road, of the east 1287 feet in the SW 1/4 of the SE 1/4 of Section 27-15-12 east

North 132 feet, except road, of the west 1282 feet in the NE 1/4 of the NE 1/4 of Section 35-15-12 east

North 132 feet, except road, in the NW 1/4 of the NE 1/4 of Section 35-15-12 east

North 132 feet, except road, in the NE 1/4 of the NW 1/4 of Section 35-15-12 east

North 132 feet, except road, of the east 1282 feet in the NW 1/4 of the NW 1/4 of Section 35-15-12 east

North 132 feet, except road, of the west 1287 feet in the NE 1/4 of the NE 1/4 of Section 34-15-12 east

North 132 feet, except road, in the NW 1/4 of the NE 1/4 of Section 34-15-12 east

West 132 feet, except road, of the north 1160.6 feet in the SW 1/4 of the SE 1/4 of Section 27-15-12 east

West 132 feet, except road, in the NW 1/4 of the SE 1/4 of Section 27-15-12 east

East 132 feet, except road, of the north 1292.6 feet in the SE 1/4 of the SW 1/4 of Section 27-15-12 east

North 132 feet, of the east 795.8 feet, except road, in the NE 1/4 of the SW 1/4 of Section 27-15-12 east

East 132 feet, except road, of the south 1193.6 feet in the NE 1/4 of the SW 1/4 of Section 27-15-12 east

West 112 feet of Lot 4, All of Lots 5 and 6, East 194.8 feet of Lot 7, Block 4, West Pacific Hills

BOOK 282 PAGE 254

A connection charge of \$ 1.64 per foot will be made as to each of said lots or parcels of land whose owners apply for, and receive, service from such main. This charge is in lieu of an assessment which would have been made if said main had been installed under the statutory procedure for main extensions. The connection charge may be paid in full, or in installments, as provided by the Rules and Regulations of Metropolitan Utilities District.

When the connection charge has been paid in full by the owner of a lot, a receipt will be issued and may be recorded by him. Inquiry may be made of the New "Services" Section of Metropolitan Utilities District as to whether a connection to said main has been made as to any one of the lots or parcels of land hereinabove described, and the amount of the connection charge remaining unpaid, if any.

Omaha, Nebraska, October 13

1953

METROPOLITAN UTILITIES DISTRICT

By R. Buchanan  
Supervisor of Main Extensions

27

1/3 53 4.633 P.M. WORKS IN PROGRESS, KESTER, ROCKWOOD

6-25

## ORDINANCE NO. 19559

AN ORDINANCE extending the limits of the City of Omaha over certain land in Douglas County, Nebraska, and incorporating the same into and making the same a part of the city of Omaha, and repealing any and all ordinances insofar as they conflict with this ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the corporate limits of the City of Omaha be extended over and that there be included therein the following described land in Douglas County, Nebraska, which presently adjoins the City Limits of the City of Omaha, as it now exists:

Beginning at a point on the existing City Limits of the City of Omaha as established by City Ordinance Number 18906, passed July 3, 1956, said point being 33 feet north and 680 feet west of the northeast corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 34, Township 15 North, Range 12, East of the 6th Principal Meridian; thence south a distance of 73 feet to the northwest corner of Lot 33, Rainbow Replat, an addition to Douglas County, Nebraska as surveyed, platted and recorded; thence southeasterly along the west property lines of Lots 33 to 41 inclusive of said Rainbow Replat, to the southeast corner of Lot 53 of said Rainbow Replat; thence southeasterly along the rear lot lines of Lots 41 to 43 inclusive of said Rainbow Replat to a point on the westerly property line of Lot 45 of said Rainbow Replat; thence southwesterly along the westerly property line of said Lot 45, and the westerly property line of Lot 47 of said Rainbow Replat and said line projected to a point on the south property line of Frederick Street; thence southeasterly along the south property line of Frederick Street to a point on the east line of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of said Section 34; thence north along the east line of said West Half (W 1/2) and the east line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 27, Township 15 North, Range 12, East of the 6th Principal Meridian to a point 33 feet north of the southeast corner of the West Half (W 1/2) of said Section 27, said point also being a point on the City Limits of the City of Omaha as established by Ordinance No. 18906, passed July 3, 1956, thence west along a line 33 feet north of and parallel to the south line of the West Half (W 1/2) of said Section 27 to the point of beginning.

The foregoing description includes Lots 1 to 15 inclusive, Lots 17 to 47 inclusive, all in Rainbow Replat, an addition to Douglas County, Nebraska as surveyed, platted and recorded.

A map of the area is attached hereto, marked "Exhibit A", and by this reference made a part of this ordinance. The land to be annexed is marked thereon in color, but said map is for convenience and, in case of discrepancy, the description in this section shall be controlling.

The said territory upon taking effect of this ordinance shall be and become incorporated into, merged in, and be a part of the City of

Page #2.

Omaha, Nebraska, and subject to the jurisdiction thereof and to its laws and ordinances.

Section 2. That any and all ordinances of the City of Omaha, insofar and only insofar as they conflict herewith, be, and they hereby are, repealed.

Section 3. That this Ordinance shall be in full force and effect fifteen (15) days from the date of its passage.

INTRODUCED BY COUNCILMAN:

W. P. Garvey

APPROVED BY:

John Rosenblatt  
MAYOR OF THE CITY  
OF OMAHA

2/17/58  
DATE

PASSED: Feb. 11, 1958

ATTEST:

M. J. Dineen, Jr.  
CITY CLERK OF THE CITY OF OMAHA

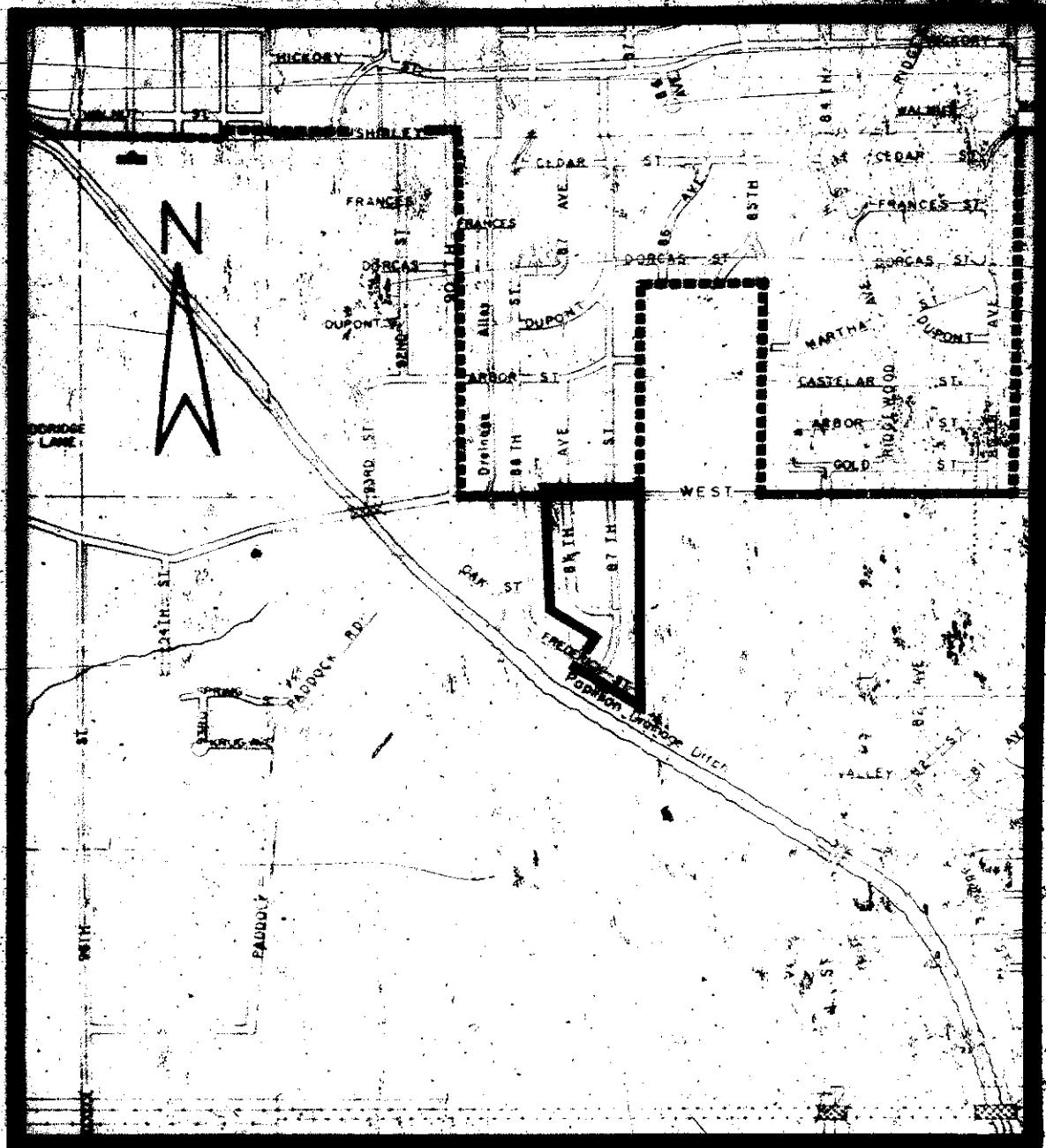
APPROVED AS TO FORM:

Herbert M. Fittle  
CITY ATTORNEY

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the Clerk's office.

M. J. Dineen, Jr.  
CITY CLERK

BY



### RAINBOW REPLAT ANNEXATION

87TH ST TO 87TH AVE

WEST CENTER ROAD TO FREDERICK ST.

#### LEGEND

BOUNDARY OF ANNEXED AREA  
PRESENT CITY LIMITS

ORDNANCE NO. 19559  
DATE PASSED. FEB. 11, 1958.

PREPARED BY  
CITY PLANNING DEPT.

4 28 Feb

58-10-59A

1375

**AFFIDAVIT**

STATE OF NEBRASKA  
ss.  
COUNTRY OF DOUGLAS)

B. H. BACKLUND, being first duly sworn, says that he is a registered professional engineer under registration issued by the State of Nebraska; that he surveyed the Addition known as Rainbow Replat, an Addition in Douglas County, Nebraska; that said Rainbow Replat was formerly known and described as Rainbow, an Addition in Douglas County, Nebraska; that the location of all streets in said Rainbow Replat, an Addition in Douglas County, Nebraska, is identical in all respects to the location of all streets in said Rainbow, an Addition in Douglas County, Nebraska.

FURTHER AFFIANT SAITH NOT.

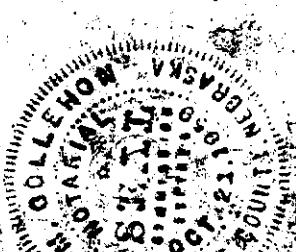
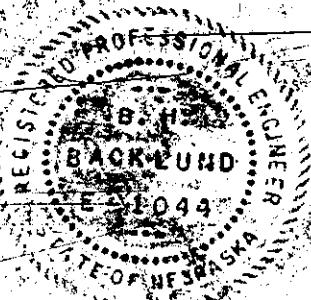
*B.H. Backlund*

SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of July, 1955.

*E.M. Goldstein*  
Notary Public

My Commission Expires:

Oct 21, 1959



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
12-2000 1955 4-24-55

22-257

# Rainbow Replat

## Plat and Dedication

Filed 6-2-55, in Book 940 at Page 671, 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

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,

To the public for public use the streets & Avenue as shown and  
Grant to the public a Temp eas for street turn around at the east end  
of Frederick Street and void when street is open & extended to the east  
\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements, filed 6-9-55 Book 298 Page 717

## Restrictive Covenants

### X Protective Covenants

or

X Omaha Public Power District,

U.S. West Communications

X Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,

and /or

And all public utility Companies

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

or

## adjoining Rear

a 5 foot wide strip of land abutting the front and the side boundary lines of LOT 1 thru 61

an 5 foot wide strip of land abutting the side boundary line and 25 ft adjaing rear Boundary lot 62 thru 70

and a \_\_\_\_\_ foot wide strip of land abutting the side boundary line of \_\_\_\_\_

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.

And A 5ft strip of land adjoining the side boundary lines of Lots 71

And also along across and over and under a line extending across lot 71 in a  
southerly direction from a point on the Northern boundary line approx 120 ft from the  
front lot line to a point on the Southern boundary line approx 150 ft from the  
front lot line all of such easement in all of said lots to include any necessary  
Easement Right of Way 12, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

overhang

Ord 329-149 filed 2-28-58 Copy

Case 240-495 filed 2-3-49 Copy

Notice 282-253 filed 10-13-53 Copy