

PROTECTIVE COVENANTS

The following covenants are to run with Lots No. 1 to Thirty-eight (38), both inclusive, in addition to the City of Bellevue, as surveyed, in Garay County, Nebraska, and shall be binding upon all persons claiming under them for a period of ten years, unless these covenants are recorded in Garay County, Nebraska, and the said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the then owners of the lots has been recorded, recording such covenants in whole or in part.

If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons residing or situated in said Reeves Addition to prosecute for an injunction or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent him or them from so doing or to recover damages or other relief for such violation.

Invalidation of any of these covenants by judgment of a court shall in no wise affect any of the other provisions which shall remain in full force and effect.

(A) All lots shall be known as and described as "Reeves Addition Lots". No structure shall be erected, altered, placed or remain on any residential building lot other than one dwelling family dwelling not to exceed two stories in height, and for not more than three cars.

(B) For a period of five years from the date of the recording of these covenants no building shall be erected, constructed, placed, or permitted to remain on any lot in said addition until the plans and specifications have been approved by Reeves-Pelton Construction Company.

(C) No Trailer, Basement, Shack, Tent, Garage, or any other buildings erected, constructed, or placed on any lot in said addition shall be at any time used as a residence, temporarily or fully, nor shall any structure of a temporary nature ever be used as a residence.

(D) All buildings shall comply with the zoning and building codes of the City of Bellevue, Nebraska, and all buildings shall be located on any residential building lot thirty-five feet to the front lot line, nor more than five feet to any side lot line.

(E) The ground floor area of the main structure, excluding one-story open porches and terraces, shall not be less than 600 square feet in the case of a one-story home, nor less than 800 square feet in the case of a one and a half story structure.

(F) Garages or other outbuildings if erected on said lots during said period, and if detached from the building thereon, shall correspond in architecture with the dwelling.

(G) Public concrete sidewalks, four feet wide by four inches thick shall be constructed on the front of Lots No. 1 and 2 on the South side of Lot 6; on the front of Lots 6 to 17, both inclusive, and on the front of Lots 25 to 30, both inclusive. Such sidewalks shall be located and installed five feet inside of pavement curb.

(H) That for the purpose of construing and analyzing these covenants, a single lot shall mean a lot as now platted; or an ownership in part or parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of one lot or part or parts of one or more adjoining lots.

PROTECTIVE COVENANTS

The following covenants are to run with the lots described in Lots One (1) to Thirty-eight (38), both inclusive, in the Reeves Addition to the City of Bellevue, as surveyed, located in Sarpy County, Nebraska, and shall be binding upon all persons claiming under them for a period of ten years, and if these covenants are recorded in Sarpy County, Nebraska, at any time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the then owners of the lots has been recorded, in which the covenants are in whole or in part.

If the parties hereto or any of them, or their heirs, assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said Reeves Addition to prosecute for an injunction in law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent him or them from so doing, or recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

(A) All lots shall be known as and described as "Reeves Lots". No structure shall be erected, altered, placed or maintained on any residential building lot other than one detached family dwelling not to exceed two stories in height, and for not more than three cars.

(B) For a period of five years from the date of the recording of these covenants no building shall be erected, constructed, placed, or permitted to remain on any lot in said addition until the plans and specifications have been approved by Reeves-Pelton Construction Company.

(C) No Trailer, Basement, Shack, Tent, Garage, or other outbuildings erected, constructed, or placed on any lot in said addition shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary nature or character be used as a residence.

(D) All buildings shall comply with the zoning requirements and building codes of the City of Bellevue, Nebraska, and in addition buildings shall be located on any residential building lot at least thirty-five feet to the front lot line, nor nearer than ten feet to any side lot line.

(E) The ground floor area of the main structure, including one-story open porches and garages, shall not be less than 600 square feet in the case of a one-story home, nor less than 650 square feet in the case of a one and a half story structure.

(F) Garages or other outbuildings if erected on said lots during said period, and if detached from the building thereon, shall correspond in architecture with the dwelling.

(G) Public concrete sidewalks, four feet wide by four inches thick shall be constructed on the front of Lots 1 and 2, on the South side of Lot 6; on the front of Lots 6 to 17, both inclusive; and on the front of Lots 25 to 30, both inclusive. Such sidewalks shall be located and installed five feet inside of pavement curb.

(H) That for the purpose of construing and applying these covenants, a single lot shall mean a lot as now platted; or in ownership, or parts of two adjoining lots, the total width of which at its front lot line shall be not less than the front width at the lot line of all parts of the lots comprising a part of such ownership; or all of one lot, or part or parts of one or more adjoining lots.

RESTRICTIVE COVENANTS

The following covenants are to run with the land, to wit: Lots One (1) to Thirty-eight (38), both inclusive, in Block 1, Addition to the City of Bellevue, as surveyed, in Sarpy County, Nebraska, and shall be binding upon all persons claiming under them from a period of ten years from the date these covenants are recorded in Sarpy County, Nebraska, and if the said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the then owners of the lots has been recorded, recording the change of covenants in whole or in part.

If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons residing on a lot situated in said Reeves Addition to prosecute a civil action at law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent him or them from doing so or recover damages or other relief for such violation.

Invalidation of any of these covenants by judgment of court shall in no wise affect any of the other provisions which shall be in full force and effect.

(A) All lots shall be known as and described as "Residential Lots". No structure shall be erected, altered, placed, or remain on any residential building lot other than one and one-half stories in height, and shall be for not more than three stories in height.

(B) For a period of ten years from the date of recording of these covenants no building shall be erected, constructed, placed, or permitted to remain on any lot in said addition until the plans and specifications have been approved by Reeves-Pelton Construction Company.

(C) No trailer, balcony, porch, tent, garage, or other outbuildings erected, constructed, or placed on any lot shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.

(D) All buildings shall comply with the building and building codes of the City of Bellevue, Nebraska, and all buildings shall be located on any residential building lot thirty-five feet to the front lot line, nor nearer than half feet to any side lot line.

(E) The ground floor area of the main structure of a one-story open porches and terraces, shall not be less than ten feet in the case of a one-story house, nor less than six feet in the case of a story and a half structure.

(F) Garages or other outbuildings if erected or placed during said period, and if detached from the building to which they are connected in architecture with the dwelling.

(G) Public concrete sidewalks, four feet wide by four inches thick shall be constructed on the front of Lots 10, 11 and 12, on the south side of Lot 6 on the front of Lots 6 to 17, both inclusive, and on the front of Lots 25 to 30, both inclusive. They shall be located and installed five feet inside of percent of front lot line.

(H) That for the purpose of constraining and applying the provisions, a single lot shall be deemed as one divided into two parts, or two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership; or all of the front part or parts of one or more adjoining lots.

23-437

The following prohibitions shall be observed during said period:

1. No garage or other outbuildings shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
2. No drive shall be constructed, except of cement, brick, stone or asphalt.
3. No open fence shall be built to a height greater than 4'6" and no hedge, fence, or other construction except drive or sidewalk shall be placed or maintained forward of the front lot line.
4. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot exposed to view, or become a nuisance.
5. No horses, cows, sheep, or any domestic animals (except dogs and cats), poultry or fowl of any kind will be permitted to be kept on any of the lots.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

That the foregoing Protective Covenants to run with the land herein described were duly adopted by the undersigned owners of the land herein described

*Arthur Eden*  
*Agnes Eden*  
 OWNERS

STATE OF MISSOURI  
 COUNTY OF *SATF*



this 4 day of August, 1958, before me, the undersigned Notary Public residing in and duly commissioned for said county, personally appeared the aforesaid Arthur Eden and Agnes Eden, who being duly sworn, acknowledged the foregoing Protective Covenants in my presence and their acknowledged the execution thereof to be their act and deed, for the purposes therein set out.

*Theodore M. Felton*  
 Notary Public

My Commission Expires Feb 23, 1964

know all men by these presents, that we, John and Mary, husband and wife, being the owners of the following described property, to-wit:

lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42), forty-three (43), forty-four (44), forty-five (45), forty-six (46), forty-seven (47), forty-eight (48), forty-nine (49), fifty (50), fifty-one (51), fifty-two (52), fifty-three (53), fifty-four (54), fifty-five (55), fifty-six (56), fifty-seven (57), fifty-eight (58), fifty-nine (59), sixty (60), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64), sixty-five (65), sixty-six (66), sixty-seven (67), sixty-eight (68), sixty-nine (69), seventy (70), seventy-one (71), seventy-two (72), seventy-three (73), seventy-four (74), seventy-five (75), seventy-six (76), seventy-seven (77), seventy-eight (78), seventy-nine (79), eighty (80), eighty-one (81), eighty-two (82), eighty-three (83), eighty-four (84), eighty-five (85), eighty-six (86), eighty-seven (87), eighty-eight (88), eighty-nine (89), ninety (90), ninety-one (91), ninety-two (92), ninety-three (93), ninety-four (94), ninety-five (95), ninety-six (96), ninety-seven (97), ninety-eight (98), ninety-nine (99), one hundred (100).

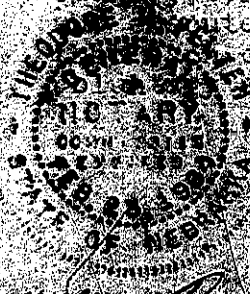
do hereby release said property from the terms of certain restrictive covenants which were recorded on lots 11 to 14, inclusive, in the Reeves addition to the City of Dallas, Texas, and also from certain further lots to be placed in Tax Lot 23 in Section 12, Township 10 North, Range 13, East of the County, Texas, and which restrictive covenants were filed on October 15, 1955 in the office of the County Clerk of Tarrant County, Texas.

This release is made in consideration of the fact that inclusive of the said lots and Tax Lot 23 was placed in the Reeves addition and that the restrictive covenants on the said Reeves addition.

*John and Mary*  
Agreed

OFFICE OF THE CLERK OF THE COUNTY OF TARRANT, TEXAS  
SARBY

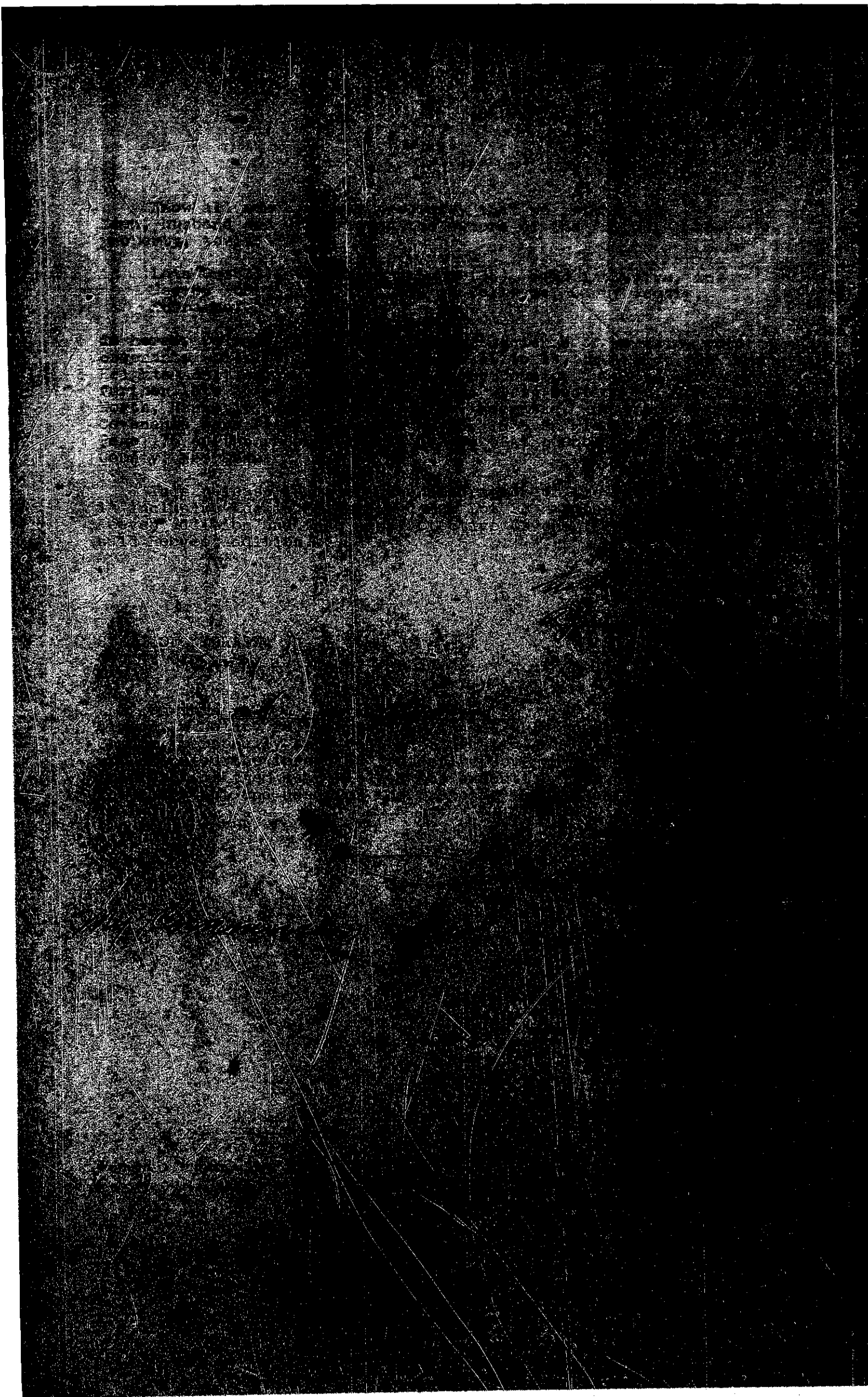
on this 4th day of August, 1958, at Dallas, Texas, I, the undersigned, a Notary Public residing in the County of Tarrant, State of Texas, personally appeared the said John and Mary, who acknowledged the foregoing restrictive covenants, and they acknowledged the execution hereof for the purposes aforesaid.



*Theodore Sarby*

My Commission Expires August 23, 1960

4



41

93-44/1

EASEMENT

... BY ARTHUR EDEN; that for and in consideration of the sum of One Dollar (\$ 1.00), receipt of which is hereby acknowledged by Arthur Eden and Agnes Eden, husband and wife, being the owners of the property hereinafter described, do hereby grant to the City of Bellevue, Sarpy County, Nebraska, a perpetual easement to install, operate and maintain a Storm Sewer along and across a strip of ground 10 feet in width, more particularly described as follows:

The South East East of Lot Three (3), Four (4), and Five (5); in Reeves Addition, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska.

The easement herein granted shall include the perpetual right to enter upon the property above described at any time that it may see fit for the purpose of constructing, maintaining or repairing such storm sewer.

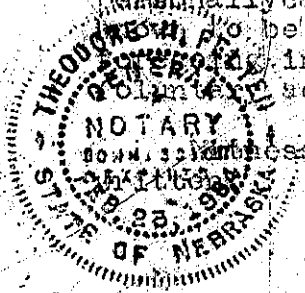
The said grantors do hereby bind their successors and assigns to the terms of this easement.

Arthur Eden

Agnes Eden

STATE OF NEBRASKA }  
COUNTY OF SARPY } ss

On this 4 Day of August, 1958, before me, the undersigned Notary Public, duly commissioned and qualified for said County, personally came Arthur Eden and Agnes Eden, husband and wife; to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



In witness whereof, I have hereunto set my hand and Notarial seal, the day and year last above.

Theodore W. Kellan

My Commission expires Feb 23 1964

Filed in Numerical Index and Recorded in the Register of Deeds Office in Sarpy County, Nebraska  
4 Aug 11 1958 12:45 P.M. Geo. F. Nicholas, County Clerk \$1.50

23-346

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00), RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, ARTHUR EDEN AND AGNES EDEN, HUSBAND AND WIFE, BEING THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED, DO HEREBY GRANT TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, A PERPETUAL EASEMENT TO INSTALL, OPERATE AND MAINTAIN A SANITARY SEWER ALONG AND ACROSS A STRIP OF GROUND 10 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST TEN (10) FEET OF LOTS SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16) AND SEVENTEEN (17), IN REEVES ADDITION, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED AND RECORDED, IN SARPY COUNTY, NEBRASKA.

THE EASEMENT HEREIN GRANTED SHALL INCLUDE THE PERPETUAL RIGHT TO ENTER UPON THE PROPERTY ABOVE DESCRIBED AT ANY TIME THAT IT MAY SEE FIT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING OR REPAIRING SUCH SANITARY SEWER.

THE SAID GRANTORS DO HEREBY BIND THEIR SUCCESSORS AND ASSIGNS TO THE TERMS OF THIS EASEMENT.

*Arthur Eden*  
*Agnes Eden*

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

ON THIS 12 DAY OF May, 1958, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY, PERSONALLY CAME ARTHUR EDEN AND AGNES EDEN, HUSBAND AND WIFE, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.



WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN.  
M. Nesbitt Pelton  
COMMISSION EXPIRES May 23, 1958

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska  
16 day June 1958 at 11:57 A.M. Geo. F. Nicholson, County Clerk # 1130





... of the ...  
... Arthur and Agnes Eder, husband and wife, being the owner  
of the property herein described, do hereby grant to the City  
of Bellevue, Sarpy County, Nebraska, a perpetual easement to install  
and maintain a storm sewer line and across a strip of ground  
10 feet in width, more particularly described as follows:

The South East Sect of Lot Three (3), Four (4), and Five (5)  
in Block 14, Addition, in addition to the City of Bellevue, 24  
conveyed, dated and recorded, in Sarpy County, Nebraska.

The easement herein granted shall include the perpetual right  
to enter upon the property above described at any time that it may  
be fit for the purpose of constructing, maintaining or repairing  
such storm sewer.

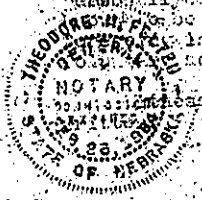
The said grantors do hereby bind their successors and assigns to  
the terms of this easement.

*Arthur Eder*

*Agnes Eder*

STATE OF NEBRASKA  
COUNTY OF SARPY } ss

On this 7 day of August, 1964, before me, the undersigned  
Notary Public, duly commissioned and qualified for said County,  
personally came Arthur Eder and Agnes Eder, husband and wife, to me  
and they acknowledged to be the identical persons whose names are affixed to the  
instrument and acknowledged the execution thereof to be their  
act and deed.



In witness whereof, I have hereunto set my hand and Notarial seal the day and year last above.

*Theodore M. Keltner*  
July 23, 1964

Recorded in the Office of Deeds, Office in Sarpy County, Nebraska  
on 7 day of August, 1964, M. C. ...

*70410*

Mittie Eden  
Agnes Eden

Sarpy

4 August



Theodore M. Pullen

My Commission Expires Feb 23, 1964

4 Aug 24

RELEASE OF EASEMENT

26-23

WHEREAS, ON THE 27TH DAY OF MARCH, 1958, MARK R. CONWAY AND BETTY M. CONWAY, HUSBAND AND WIFE, WERE GRANTED AN EASEMENT FOR AN UNDERGROUND WATER LINE ON AND UNDER A STRIP OF GROUND SIX FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LOT LINE AND 14 FEET SOUTH OF THE NORTH LOT LINE OF LOT 6, IN EDEN'S HEIGHTS ADDITION, IN SARPY COUNTY, NEBRASKA, THENCE WEST A DISTANCE OF 105 FEET TO A POINT ON THE WEST LOT LINE OF SAID LOT 6, THENCE WEST INTO TAX LOT 28 IN SECTION 36-14-10, A DISTANCE OF 124 FEET, THENCE NORTH A DISTANCE OF 140 FEET, THENCE WEST A DISTANCE OF 140 FEET TO THE PROPERTY OF THE PARTIES OF THE SECOND PART,

SAID EASEMENT HAVING BEEN FILED ON APRIL 2, 1958 AND RECORDED IN MISCELLANEOUS BOOK 25, PAGE 151 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, AND

WHEREAS, THE SAID EASEMENT PROVIDED THAT AT ANY TIME A WATER MAIN WAS INSTALLED IN TAX LOT 28 AND SAID MAIN WAS ACCESSIBLE TO THE SAID CONWAYS, THAT THE SAID EASEMENT WOULD THEN BE EXTINGUISHED, AND

WHEREAS, SAID TAX LOT 28 HAS BEEN PLATTED INTO REEVES ADDITION TO THE CITY OF BELLEVUE AND A WATER MAIN HAS BEEN INSTALLED IN SAID ADDITION,

NOW, THEREFORE, THE SAID MARK R. CONWAY AND BETTY M. CONWAY, HUSBAND AND WIFE, DO HEREBY RELEASE FROM THE TERMS OF SAID EASEMENT THE PROPERTY ABOVE DESCRIBED, AND THEY DO FURTHER RELINQUISH ALL RIGHT, TITLE, INTEREST, CLAIM AND DEMAND ARISING OUT OF SAID EASEMENT.

*Mark R. Conway*  
*Betty M. Conway*

DATE THIS 27 DAY OF November, 1959.

ARTICLE 10

The following covenants shall apply to all lots in the City of Gallena, as shown on the plat of the City of Gallena, in Sarpy County, Nebraska, and shall be binding on all persons claiming under the same.

1. All covenants and restrictions shall be in full force and effect for a period of ten years, unless otherwise provided in the deed or in any subsequent deed.

2. No person shall be allowed to violate or attempt to violate any of the covenants herein contained, and either to himself or to any person claiming under him, any damages or to recover damages on that account.

3. The violation of any of the covenants herein contained shall be a breach thereof, and shall be a cause of action in law and in equity.

4. All lots shall be used for residential purposes only, and no structure shall be erected thereon which shall be used for any other purpose, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

5. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

6. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

7. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

8. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

9. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

10. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

11. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

12. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

13. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

14. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

15. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

16. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

17. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

18. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

19. No person shall be allowed to erect any structure on any lot which shall be used for any other purpose than residential purposes, and no structure shall be erected thereon which shall exceed two stories in height above the ground level.

Following prohibitions shall be observed during said period:

1. No other buildings shall be erected on any lot for any purpose before the residence thereon is completed.

2. No work shall be constructed, except of cement, brick, stone or concrete.

3. No building shall be built to a height in excess of 12 feet and no porch, fence, or other construction, except drive or side driveway, shall be located or maintained forward of the front lot line.

4. No signs, whether on poles or otherwise shall be located on any lot zoned to "R-1", or become a nuisance.

5. No person, company, firm, or individual shall be permitted to use any lot zoned to "R-1" for any purpose other than residential.

6. No noisy, smoky, or otherwise objectionable activity shall be carried on any lot zoned to "R-1" in any manner which disturbs the peace or quietude of the neighborhood.

7. No person shall be allowed to use any lot zoned to "R-1" for any purpose other than residential.

*Arthur E. Eden*  
*Agnes Eden*

SAPY

4

*August*



*Theodore M. Fulton*

*My Commission Expires Feb 23, 1964*

23-151

EASEMENT

THIS INDENTURE, MADE THIS 27 DAY OF March, 1958, BY AND BETWEEN ARTHUR EDEN AND AGNES EDEN, HUSBAND AND WIFE, HEREINAFTER DESIGNATED AS PARTIES OF THE FIRST PART AND MARK R. CONWAY AND BETTY M. CONWAY, HUSBAND AND WIFE, HEREINAFTER DESIGNATED AS PARTIES OF THE SECOND PART, WHEREAS, THE PARTIES OF THE SECOND PART ARE THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A TRACT OF LAND LYING IN TAX LOT 5 IN SECTION 36, T14N, R13E, OF THE 6TH P. M. AND TAX LOT 2B IN SECTION 36, T14N, R13E, OF THE 6TH P. M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST CORNER OF SECTION 36 AND GOING IN A NORTHERLY DIRECTION A DISTANCE OF 519.3 FEET TO AN EXISTING IRON PIPE, BEING THE POINT OF BEGINNING, THEN MAKING A DEFLECTION ANGLE OF 83° 11' LEFT AND GOING IN A NORTHWESTERLY DIRECTION A DISTANCE OF 504.5 FEET TO AN IRON PIN, THENCE MAKING AN INTERIOR ANGLE OF 56° 59' AND GOING EASTWARD A DISTANCE OF 285.92 FEET TO AN IRON PIN, SAID POINT BEING 10.0 FEET EAST OF SECTION LINE; THENCE AN INTERIOR ANGLE OF 90° AND GOING IN A SOUTHERLY DIRECTION A DISTANCE OF 440 FEET TO AN IRON PIN, THENCE MAKING AN INTERIOR ANGLE OF 32° 33' AND GOING IN A NORTHWESTERLY DIRECTION A DISTANCE OF 20.43 FEET TO AN IRON PIN, ALSO BEING THE POINT OF BEGINNING;

AND AN UNDERGROUND WATER LINE SERVING SAID PROPERTY RUNS ON AND UNDER THE PROPERTY OF THE PARTIES OF THE FIRST PART.

NOW THEREFORE, THE PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATION, HAS THIS DAY BARGAINED AND SOLD AND BY THESE PRESENTS DOES BARGAIN, SELL, CONVEY, TRANSFER AND DELIVER UNTO THE PARTIES OF THE SECOND PART, AN EASEMENT TO MAINTAIN AND REPAIR SAID UNDERGROUND WATER LINE ON AND UNDER A STRIP OF GROUND 6 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LOT LINE AND 14 FEET SOUTH OF THE NORTH LOT LINE OF LOT 6, IN EDEN'S HEIGHTS ADDITION, IN SARPY COUNTY, NEBRASKA, THENCE WEST A DISTANCE OF 135 FEET TO A POINT ON THE WEST LOT LINE OF SAID LOT 6, THENCE WEST INTO TAX LOT 2B IN SECTION 36-14-13, A DISTANCE OF 124 FEET, THENCE NORTH A DISTANCE OF 140 FEET, THENCE WEST A DISTANCE OF 140 FEET TO THE PROPERTY OF THE PARTIES OF THE SECOND PART.

PROVIDED, THAT AT ANY TIME A WATER MAIN IS INSTALLED IN TAX LOT 2B AND SAID MAIN IS ACCESSIBLE TO THE PARTIES OF THE SECOND PART, THEIR HEIRS OR ASSIGNS, THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS OR ASSIGNS, SHALL HOOK ONTO SAID WATER MAIN AND THIS EASEMENT SHALL BE EXTINGUISHED AS TO THAT PORTION OF LAND WHERE THE PRESENT WATER LINE WOULD NO LONGER BE USED OR NECESSARY.

THE PARTIES HERETO DO HEREBY BIND THEIR SUCCESSORS AND ASSIGNS TO THE TERMS OF THIS EASEMENT.

IN WITNESS WHEREOF, THE PARTIES TO THIS EASEMENT HAVE

Subscribed and signed in the Register of Deeds office in Sarpy County, Nebraska  
27 1958 at A. H. M. Geo. F. Nicholson, County Clerk

Reeves add

**Plat and Dedication**

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

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable  
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,

\*\*\*\*\*

**Declaration of Covenants, Conditions, Restrictions and Easements,**  
Restrictive Covenants, Protective Covenants or:

Filed 8-4-58 in Book 23 at Page 438, Instrument No. \_\_\_\_\_

Omaha Public Power District, Qwest Communications, Cox Cable

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 <sup>adjacent rear</sup> abutting the front and the side boundary lines of all lots;

an \_\_\_\_\_ foot wide strip of land abutting the rear boundary lone 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.

Architectural Control

\*\*\*\*\*

**Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or** \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated 5-12-58 Filed 6-16-58 Book 23 at Page 446, Instrument No. \_\_\_\_\_

Copy attached



Reeves add

Plat and Dedication  
Filed 6-10-58, in Book 3 at Page 86, 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,

A easement to construct and maintain  
telephone and electric utilities along, across, over +  
under the rear and side boundary line of each lot

Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or

together with any  
necessary overhang

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, 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

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.

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.

\*\*\*\*\*  
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. \_\_\_\_\_  
\*\*\*\*\*

Reeves add

Plat and Dedication:

Filed 6-10-58, in Book 3 at Page 86, 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,

An easement to construct and maintain  
telephone and electric utilities along, across, over +  
under the rear and side boundary line of each lot

Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or

together with any  
necessary overhang

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, 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

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.

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.

\*\*\*\*\*  
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. \_\_\_\_\_

