

No. 77 : Quinten R. Mahloch and Agnes J. : PROTECTIVE COVENANTS
 Book 28 : Mahloch, husband and wife : Dated Sept. 22, 1961
 Page 588 : To : Filed Sept. 25, 1961
 : Whom it may concern : 11:00 o'clock A.M.

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 FOR SPRINGFIELD GARDENS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

Part A. Preamble

1. These COVENANTS shall apply to the lots 1 through 51, inclusive, in Springfield Gardens, an Addition to the Village of Springfield, Sarpy County, Nebraska.

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

Part B. Residential Area Covenants

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than dwellings or detached garages, and shall not exceed two stories in height and a private garage for not more than three cars. Single family dwellings may be constructed on all lots. Duplexes are permitted on the following lots only: Lots 1, 2, 15, 16, 27, 38, 39, and 51.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 960 square feet in the case of a one-story structure, nor less than 864 square feet in the case of a one and one-half story or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of these Covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected upon or used, on any lot at any time as a residence, either temporarily or permanently.

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. 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 they are not kept, bred or maintained for any commercial purpose.

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

21
2/

11. For each single-family dwelling there must also be erected an attached or basement private garage for not less than one car, nor more than three cars.

12. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on all sides of all streets; said sidewalks shall be completed at time of completion of the main residential structure and shall be located four feet back of curbline.

13. No fences shall be erected greater than five feet in height and in no case shall be erected within 35 feet of the front property line of any lot.

Part C. General Provisions

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any covenants, either to restrain violation or to recover damages.

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

No witness. Acknowledged September 22, 1961 by Quentin R. Mahloch and Agnes J. Mahloch, husband and wife, before Gene P. Spence, Notary Public with seal, Douglas County, Nebraska.
Commission expires October 16, 1964.

28-588

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPRINGFIELD GARDENS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

PART A. PREAMBLE

1. These COVENANTS shall apply to the lots 1 through 51, inclusive, in Springfield Gardens, an Addition to the Village of Springfield, Sarpy County, Nebraska.
2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than dwellings or detached garages, and shall not exceed two stories in height and a private garage for not more than three cars. Single family dwellings may be constructed on all lots. Duplexes are permitted on the following lots only: Lots 1, 2, 15, 16, 17, 38, 39 and 51.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 960 square feet in the case of a one-story structure, nor less than 666 square feet in the case of a one and one-half story or two-story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of these Covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
on 20 day Sept 1961 at 11 A M., Esther Ruff, County Clerk. 3 20

28-589

PROTECTIVE COVENANTS, SPRINGFIELD GARDENS (Continued)

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. 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 they are not kept, bred or maintained for any commercial purpose.

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

11. For each single-family dwelling there must also be erected an attached or basement private garage for not less than one car, nor more than three cars.

12. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on all sides of all streets; said sidewalks shall be completed at time of completion of the main residential structure and shall be located four feet back of curbline.

13. No fences shall be erected greater than five feet in height and in no case shall be erected within five feet of the front property line of any lot.

PART C. GENERAL PROVISIONS:

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

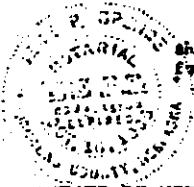
2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any covenants, either to restrain violation or to recover damages.

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

Dated September 22, 1961

Quinten R. Mahloch
Quinten R. Mahloch

Agnes J. Mahloch
Agnes J. Mahloch



STATE OF NEBRASKA)
County of Douglas) ss.

On this 22nd day of September, A. D. 1961, before me, a Notary Public, in and for said County, personally came the above named: Quinten R. Mahloch and Agnes J. Mahloch, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

Commission expires Oct 16, 1964

Paul P. [Signature]
Notary Public

29-126

EASEMENT

THAT WE, Quinten R. Mahloch and Agnes J. Mahloch, husband and wife, being sole owners and proprietors of Lots 1 through 51, inclusive, in Springfield Gardens, as surveyed, platted and recorded in Sargy County, do hereby grant a perpetual license and easement in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors, and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message service over and upon a 5-foot strip of land adjoining the side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

Quinten R. Mahloch
 Quinten R. Mahloch

Agnes J. Mahloch
 Agnes J. Mahloch

FILED FOR RECORD IN SARGY COUNTY NEB. 29 30 1961 AT 12:00 O'CLOCK P.M.
 AND REGISTERED IN BOOK 23 OF THE PUBLIC RECORDS SARGY COUNTY NEB. 29 30 1961

STATE OF NEBRASKA
 COUNTY OF DOUGLAS

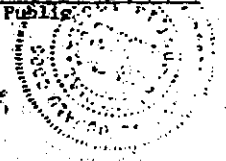
On this 29th day of September, A.D., 1961

before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Quinten R. & Agnes J. Mahloch who are personally known to me to be the identical persons whose names are affixed to the above easement as parties thereto, and they severally acknowledged the instrument to be their voluntary act and deed.

WITNESS my Hand at Omaha, Nebraska, the day aforesaid

George Donald [Signature]
 Notary Public

My Commission Expires: Oct 17 1966



60-2770 70⁵⁰

BOOK 60 of Miss. Rec

PETITION FOR CHANGE OF PROTECTIVE COVENANT PAGE 2770

State of Nebraska

SEP -2 PM 1:17

County of Sarpy

REGISTER OF DEEDS

City of Springfield

We, the undersigned property owners of Springfield Gardens, an addition to the City of Springfield, Sarpy County, Nebraska, do hereby request, in accordance with Part C, Paragraph 1, Protective Covenants, Conditions, Restrictions and Easements for Springfield Gardens, a Subdivision in Sarpy County, Nebraska, dated September 22, 1961, that Part B of cited Protective Covenants, be changed in part as follows:

Part B. Residential Area Covenants

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. With the exception of storage and playhouse structures, no building shall be erected, altered, placed or permitted to remain on any lot other than dwellings or detached garages, and shall not exceed two stories in height and a private garage for not more than three cars. Single family dwellings may be constructed on all lots. Duplexes are permitted on the following lots only: Lots 1, 2, 15, 16, 27, 38, 39, and 51.

(ADDED) 14. No storage and playhouse structures shall be erected within 50 feet of the front property line of the lot, or nearer than 25 feet to any side street line. Cited structures shall not be located nearer than 5 feet to an interior lot line, nor shall they be located on any interior lot nearer than 5 feet to rear lot line. Structures shall contain no more than 144 square feet of floor area. Maximum height shall be 12 feet.

	(Date)	(Signature)	(Printed Name)	
Lot 1	7/2/87	<i>Ellen M. Kinnally</i>	ELLEN M. KINNALLY	1
Lot 2				2
Lot 3				3
Lot 4	4-8-1-87	<i>Grace Hike</i>	GRACE HIKE	4
Lot 4	4-8-1-87	<i>Burdette Hike</i>	BURDETTE HIKE	4
Lot 5				5
Lot 6				6
Lot 7				7

Recd 15079

PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

Lot 8	8 July 27 1987 (Date)	<i>Rose Marie Neitzel</i> (Signature)	ROSE MARIE NEITZEL (Printed Name)	8
	July 28 1987 (Date)	<i>Donald B. Neitzel</i> (Signature)	DONALD B. NEITZEL (Printed Name)	
Lot 9	9 (Date)	(Signature)	(Printed Name)	9
	(Date)	(Signature)	(Printed Name)	9
Lot 10	10 (Date)	(Signature)	(Printed Name)	10
	(Date)	(Signature)	(Printed Name)	10
Lot 11	11 APRIL 27 1987 (Date)	<i>Robert L. Washtak</i> (Signature)	ROBERT L. WASH TAK (Printed Name)	11
	APRIL 27 1987 (Date)	<i>Pauline E. Washtak</i> (Signature)	PAULINE E. WASH TAK (Printed Name)	11
Lot 12	12 June 9 1987 (Date)	<i>Arnold Jansen</i> (Signature)	ARNOLD JANSEN (Printed Name)	12
	June 9 1987 (Date)	<i>Roma Jansen</i> (Signature)	ROMA JANSEN (Printed Name)	12
Lot 13	13 (Date)	(Signature)	(Printed Name)	13
	(Date)	(Signature)	(Printed Name)	13
Lot 14	14 (Date)	(Signature)	(Printed Name)	14
	(Date)	(Signature)	(Printed Name)	14
Lot 15	15 (Date)	(Signature)	(Printed Name)	15
	(Date)	(Signature)	(Printed Name)	15
Lot 16	16 (Date)	(Signature)	(Printed Name)	16
	(Date)	(Signature)	(Printed Name)	16
Lot 17	17 17-7-87 (Date)	<i>Howard N. Clark</i> (Signature)	HOWARD N. CLARK (Printed Name)	17
	17-7-87 (Date)	<i>Joyce Clark</i> (Signature)	JOYCE CLARK (Printed Name)	17
Lot 18	18 18-6-9-87 (Date)	<i>Edward H. Finley</i> (Signature)	Edward H Finley (Printed Name)	18
	6-9-87 (Date)	<i>Mildred L. Finley</i> (Signature)	Mildred L. Finley (Printed Name)	18
Lot 19	19 (Date)	(Signature)	(Printed Name)	19
	(Date)	(Signature)	(Printed Name)	19
Lot 20	20 2-6-9-87 (Date)	<i>Gary T. Miller</i> (Signature)	Gary T. Miller (Printed Name)	20
	6-9-87 (Date)	<i>Judith A. Miller</i> (Signature)	Judith A. Miller (Printed Name)	20

PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

	(Date)	(Signature)	(Printed Name)	
Lot 21	7/21/87	<i>Betty Jean Maustwick</i>	Betty Jean Maustwick	21
Lot 22				22
Lot 23				23
Lot 24				24
Lot 25	7/27/87	<i>Margaret A. Blum</i>	MARGARET A. BLUM	25
Lot 26				26
Lot 27	6-9-87	<i>John J. Perry, Jr.</i>	JOHN J. PERRY, JR.	27
Lot 28	5-18-87	<i>James E. Henson</i>	JAMES E. HENSON	28
Lot 29	4-28-87	<i>Walter Gray</i>	WALTER GRAY	29
Lot 30				30
Lot 31	5-18-87	<i>Ruby Vincent</i>	Ruby Vincent	31
Lot 32				32

PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

33	17-87	Jene Petersen	JENE PETERSEN	33
Lot 33	(Date)	(Signature)	(Printed Name)	
	7-7-87	Russell L. Petersen	Russell L. Petersen	33
	(Date)	(Signature)	(Printed Name)	
34	6-9-87	Steven E. Miner	STEVEN E. MINER	34
Lot 34	(Date)	(Signature)	(Printed Name)	
	6-9-87	Dawn L. Miner	DAWN L. MINER	34
	(Date)	(Signature)	(Printed Name)	
35	5-24-87	James L. Applebee	JAMES L. APPLEBEE	35
Lot 35	(Date)	(Signature)	(Printed Name)	
	5-24-87	Darla L. Applebee	Darla L. Applebee	35
	(Date)	(Signature)	(Printed Name)	
36	5-23-87	Paul Erhart	PAUL ERHART	36
Lot 36	(Date)	(Signature)	(Printed Name)	
	5-23-87	Carolyn Erhart	CAROLYN ERHART	36
	(Date)	(Signature)	(Printed Name)	
37				37
Lot 37	(Date)	(Signature)	(Printed Name)	
				37
38	5-11-87	Keith E. Krzycki	Keith E. Krzycki	38
Lot 38	(Date)	(Signature)	(Printed Name)	
	5-11-87	Kathi A. Krzycki	Kathi A. Krzycki	38
	(Date)	(Signature)	(Printed Name)	
39				39
Lot 39	(Date)	(Signature)	(Printed Name)	
				39
40	7/3/87	Stephen H. Wells	Stephen H. Wells	40
Lot 40	(Date)	(Signature)	(Printed Name)	
	7/3/87	Lana J. Wells	Lana J. Wells	40
	(Date)	(Signature)	(Printed Name)	
41	5-19-87	Leon H. Gilbert	Leon H. Gilbert	41
Lot 41	(Date)	(Signature)	(Printed Name)	
	5-19-87	Alice L. Gilbert	Alice L. Gilbert	41
	(Date)	(Signature)	(Printed Name)	
42	7/3/87	Dennis A. Kelly	Dennis A. Kelly	42
Lot 42	(Date)	(Signature)	(Printed Name)	
	7/3/87	J. Anne Kelly	J. Anne Kelly	42
	(Date)	(Signature)	(Printed Name)	
43	5-11-87	Robert Bundy	ROBERT E. Bundy	43
Lot 43	(Date)	(Signature)	(Printed Name)	
	5-11-87	E. Berniece Bundy	E. BERNIECE Bundy	43
	(Date)	(Signature)	(Printed Name)	
44	5/11/87	Dennis Cosch	DENNIS COSCH	44
Lot 44	(Date)	(Signature)	(Printed Name)	
	5/11/87	Kathleen A. Cosch	KATHLEEN A. COSCH	44
	(Date)	(Signature)	(Printed Name)	

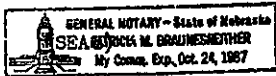
PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

Lot 45	5-4-87 (Date)	Michael Dean Mann (Signature)	Michael Dean Mann (Printed Name)	45
	5-4-87 (Date)	Jolene Sue Mann (Signature)	Jolene Sue Mann (Printed Name)	45
Lot 46	4/6 (Date)	 (Signature)	 (Printed Name)	46
	 (Date)	 (Signature)	 (Printed Name)	46
Lot 47	47 (Date)	 (Signature)	 (Printed Name)	47
	 (Date)	 (Signature)	 (Printed Name)	47
Lot 48	5-4-87 (Date)	Thomas Vincent (Signature)	THOMAS C. VINCENT (Printed Name)	48
	5/4/87 (Date)	Sandra L. Vincent (Signature)	SAUNDRA L. VINCENT (Printed Name)	48
Lot 49	4-6-9-87 (Date)	Galen Jarrett (Signature)	GALEN JARRETT (Printed Name)	49
	6-9-87 (Date)	Deborah L. Jarrett (Signature)	Deborah L. Jarrett (Printed Name)	49
Lot 50	5-11-87 (Date)	Clark M. Still (Signature)	Clark M. Still (Printed Name)	50
	5-11-87 (Date)	Idress Still (Signature)	IDRESS STILL (Printed Name)	50
Lot 51	5/4-27-87 (Date)	Steven F. Murphy (Signature)	STEVEN F. MURPHY (Printed Name)	51
	4/27/87 (Date)	Vicky Murphy (Signature)	Vicky Murphy (Printed Name)	51

Subscribed in my presence and sworn to before me this 1st day of Sept. 1987.

Steven Murphy
Circulator

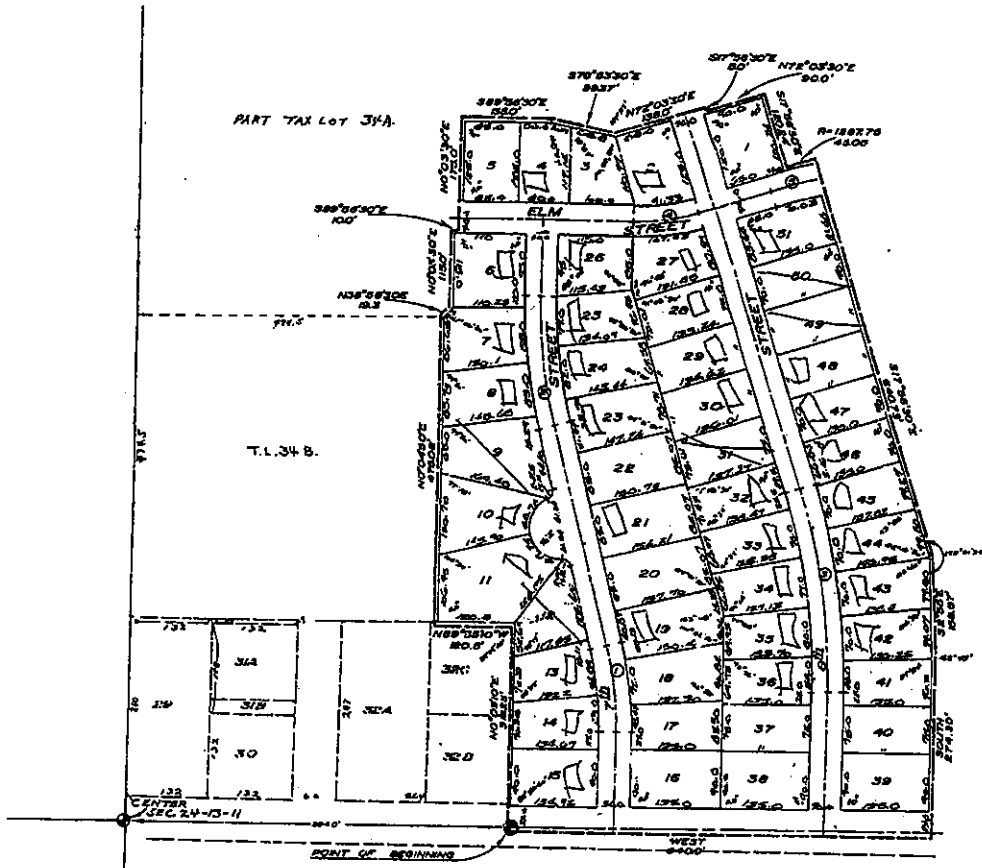
Patricia M. Braunschweiger
Notary Public



SPRINGFIELD GARDENS

LOTS 1 THRU 51 INCLUSIVE.

A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T13N, R11E, OF THE 6TH PM, SARDY COUNTY, NEBRASKA.



SPRINGFIELD

LOTS 1 THRU 51 INCLUSIVE.

A PLATTING OF PART OF THE NE
SARPY COUNTY, NEBRASKA.

2 CURVE DATA

1) $\Delta = 14^{\circ}34'$
 $D = 10.461164$
 $L = 139.25$
 $T = 70.0$
 $R = 547.70$

2) $\Delta = 14^{\circ}37'30''$
 $D = 7.3525$
 $L = 136.34$
 $T = 100$
 $R = 779.27$

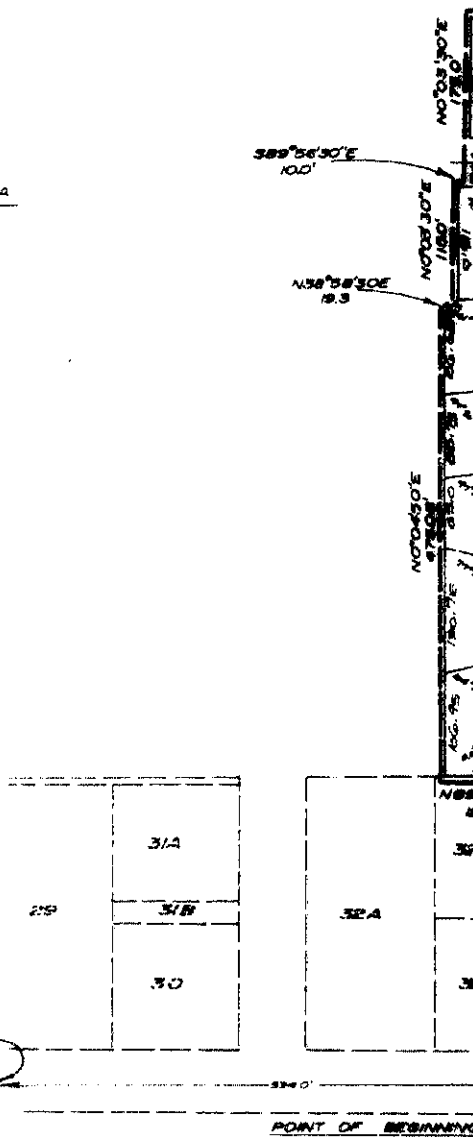
3) $\Delta = 17^{\circ}08'30''$
 $D = 5.5490$
 $L = 323.33$
 $T = 163.0$
 $R = 1032.14$

4) $\Delta = 18^{\circ}00'$
 $D = 16.4888$
 $L = 98.18$
 $T = 50.0$
 $R = 315.70$

5) $\Delta = 18^{\circ}00'$
 $D = 4.53734$
 $L = 396.70$
 $T = 200.00$
 $R = 1262.75$

NOTE
 DISTANCES SHOWN ON CURVES ARE
 ARC DISTANCES, NOT CHORD DISTANCES.

CENTER OF SECTION 24, T13N, R11E,
 OF THE 600 PM, SARPY COUNTY, NEBR.



I hereby certify that I
 SPRINGFIELD GARDENS, Lots 1 to
 Nebraska, to wit: Beginning
 thence N 0° 06' 10" E, 315.25
 N 0° 03' 30" E, 115.0 feet; 1
 99.37 feet; thence N 72° 03'
 feet; thence on a curve to th
 S 2° 45' 0" E, 152.87 feet;
 said section 24, 540 feet to

DATE 8/17/61

SPRINGFIELD GARDENS

LOTS 1 THRU 51 INCLUSIVE.

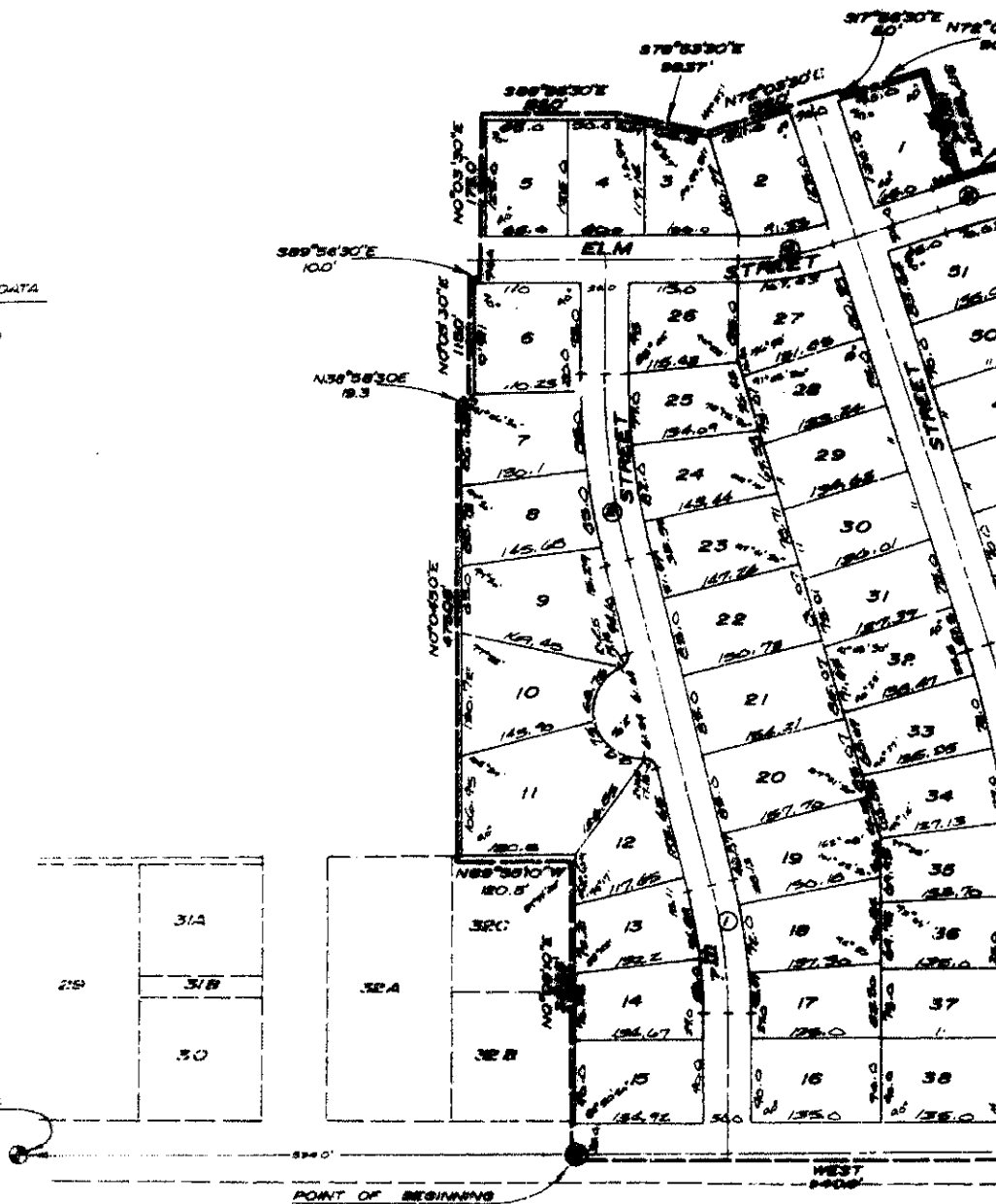
A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T13N, R14E, PLYMOUTH COUNTY, NEBRASKA.

CURVE DATA

- 14° 34'
- 10.48164
- 159.25
- 70.0
- 547.70
- 14° 37' 30"
- 7.3525
- 198.34
- 100
- 779.27
- 17° 56' 30"
- 5.5490
- 323.33
- 163.0
- 1032.74
- 18° 00'
- 18.1488
- 98.18
- 500
- 3187.0
- 18° 00'
- 4.23738
- 396.70
- 200.00
- 1262.75

UES

R14E,
T13N, NEBR.



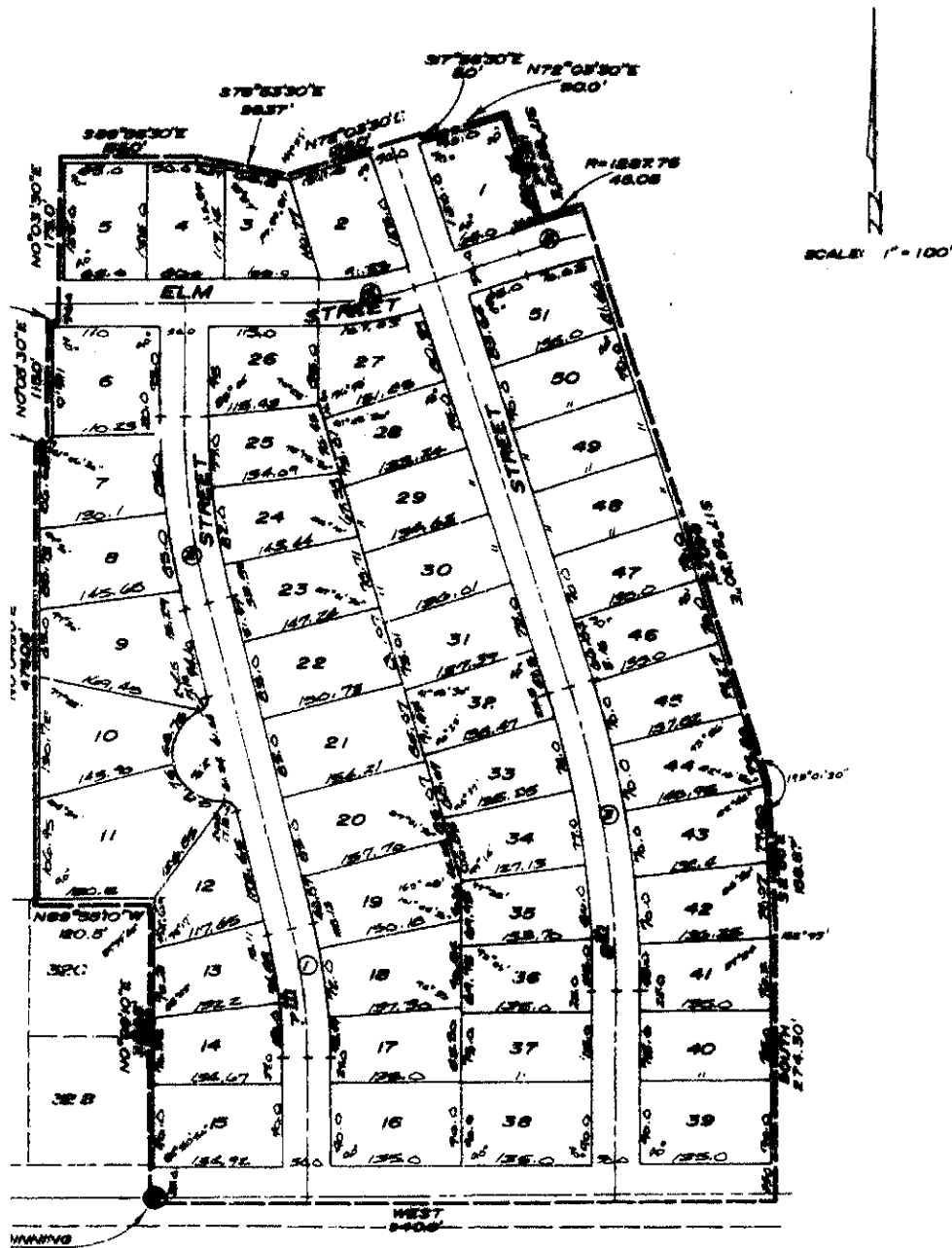
SURVYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked with iron pipe all corners of SPRINGFIELD GARDENS, Lots 1 through 51, inclusive, being a platting of part of the NE 1/4 of Section 24, T13N, R14E, Nebraska, to wit: Beginning at a point on the south line of the NE 1/4 of said Section 24, and thence N 0° 05' 10\"/>

Date 8/17/61

FIELD GARDENS

NE 1/4 OF SECTION 24, T13N, R11E, OF THE 6th P.M.,



SURVEYOR'S CERTIFICATE

That I have accurately surveyed and staked with iron pipe all corners of all lots, streets, angle points and ends of all curves in lots 1 through 51, inclusive, being a platting of part of the NE 1/4 of said Section 24, T 13 N, R 11 E of the 6th P.M., Sorby County, Iowa, beginning at a point on the south line of the NE 1/4 of said Section 24, said point being 394.0 feet East of the center of said Section 24, 319.25 feet; thence N 89° 55' 10\"/>

Lamp, Rynearson & Associates, Inc.

William L. Rynearson

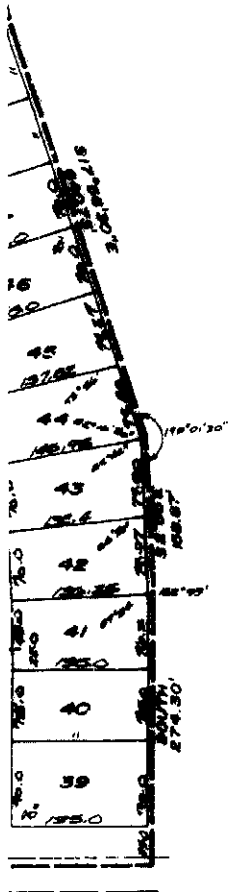
William L. Rynearson, Surveyor

DENS

OF THE 6th P.M.,

1875
08

SCALE: 1" = 100'



lots, streets, angle points and ends of all curves in
 4, T 13 N, R 11 E of the 6th P.M., Sarpy County,
 being 994.0 feet East of the center of said Section 24,
 8 feet; thence N 38° 58' 30" E, 19.3 feet; thence
 S 89° 06' 30" E, 135.0 feet; thence S 78° 53' 30" E,
 0" E, 90.0 feet; thence S 17° 56' 30" E, 120.24
 feet; thence S 17° 56' 30" E, 840.73 feet; thence
 East-West in direction).

W. Ryneason & Associates, Inc.

William L. Ryneason

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Quinten R. Mahloch and Agnes J. Mahloch, husband and wife as described in the Surveyor's Certificate and embraced within this plat and streets, to be numbered and named as shown on this plat GARDENS, and we do hereby dedicate to the public for public use hereto ratify and approve of the disposition of our property as license in favor of the Northwestern Bell Telephone Company and assigns, to go on, over or under a 10' five foot strip of land pipes, poles and other instrumentalities and to service, repair license being granted for the use and benefit of all present or above subdivision of the property described in the Surveyor's consent and in accordance with the desire of the undersigned do

Agnes J. Mahloch
 Agnes J. Mahloch

ACKNOWLEDGEMENT OF NOTAR

State of Nebraska)
) SS
 County of SARPY)

On this 17 day of SEPT, 1961, before me for said county, appeared Quinten R. Mahloch and Agnes J. Mahloch the identical persons whose names are affixed to the foregoing Surveyor's Certificate on this plat, and they did acknowledge it voluntary and legal.

WITNESS my hand and official seal in _____, Neb.

My commission expires on the _____ day of _____

COUNTY SURVEYOR'S CERTI

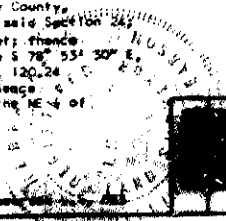
This plat of SPRINGFIELD GARDENS was approved and accepted by me this 17 day of SEPT, 1961.

COUNTY TREASURER'S CERTI

I hereby certify that the records of my office show no taxes, and Surveyor's Certificate on this plat, as of _____

VILLAGE BOARD OF TRUSTEE

This plat of SPRINGFIELD GARDENS was approved and accepted by me Nebraska, this 17 day of SEPT, 1961.



W. Ryneason & Associates
 ENGINEERS - SURVEYORS

SCALE 1" = 100'
DESIGNED BY <u>WLR</u>
DATE <u>10/1/61</u>
REVISIONS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Quinten R. Mahloch and Agnes J. Mahloch, husband and wife, being sole owners and proprietors of the property described in the Surveyor's Certificate and embraced within this plat, have caused said property to be subdivided into lots and streets, to be numbered and named as shown on this plat, said subdivision to be hereafter known as Springfield Gardens, and we do hereby dedicate to the public for public use the streets as shown on this plat, and further we do hereby ratify and approve of the disposition of our property as shown on this plat and we also hereby grant a public utility license in favor of the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors or assigns, to go on, over or under a (5) five foot strip of land along all near lot lines of all lots with necessary poles, pipes, poles and other instrumentalities and to service, repair and maintain same in all lots within this plat, the license being granted for the use and benefit of all present owners and future owners of lots within this plat. The above subdivision of the property described in the Surveyor's Certificate, as appears on this plat, is made with the free consent and in accordance with the desire of the undersigned owners and proprietors.

Agnes J. Mahloch
Agnes J. Mahloch

Quinten R. Mahloch
Quinten R. Mahloch

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
County of Sarpy)

On this 10 day of August, 1961, before me a Notary Public, duly commissioned and qualified in and for said county, appeared Quinten R. Mahloch and Agnes J. Mahloch, husband and wife, who are personally known by me to be the identical persons whose names are affixed to the foregoing dedication as owners of the property described in the Surveyor's Certificate on this plat, and they did acknowledge their execution of the foregoing dedication to be their voluntary act and deed.

WITNESS my hand and official seal in _____, Nebraska, the date last aforesaid.

Notary Public

My commission expires on the _____ day of _____, 19____.

COUNTY SURVEYOR'S CERTIFICATE

This plat of SPRINGFIELD GARDENS was approved and accepted by the County Surveyor of Sarpy County, Nebraska, on this _____ day of Sept, 1961.

Francis J. Kelly
County Surveyor

COUNTY TREASURER'S CERTIFICATE


I hereby certify that the records of my office show no taxes, due or delinquent upon the property described in the Surveyor's Certificate on this plat, as of _____, 1961.

County Treasurer

VILLAGE BOARD OF TRUSTEES OF SARPY COUNTY

This plat of SPRINGFIELD GARDENS was approved and accepted by the Village Board of Trustees of the Village of _____, Nebraska, this _____ day of _____, 1961.

Village Board of Trustees

	SCALE 1" = 100' DRAWN BY <u>ALL</u> DATE <u>Aug 1961</u> SURVEYOR	SPRINGFIELD GARDENS FIRST PLAT FINAL PLAT	DEPARTMENT OF REVENUE 61-17-10
	COUNTY OF SARPY		
	TOWN OF _____		
	RANGE _____		

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Valentin R. Mahloch and Agnes J. Mahloch, husband and wife, being sole owners and proprietors of the property described in the Surveyor's Certificate and embraced within this plat, said subdivision to be hereafter known as "Mahloch's Subdivision", have caused said property to be subdivided into lots and streets, to be numbered and named as shown on this plat, said subdivision to be hereafter known as "Mahloch's Subdivision", and we do hereby dedicate to the public for public use the streets as shown on this plat, and further we do hereby ratify and approve of the disposition of our property as shown on this plat and we also hereby grant a license in favor of the Northwestern Bell Telephone Company and the Omaha Public Power Plant, their successors, assigns, to go on, over or under a (5) five foot strip of land along all rear lot lines of all lots with necessary poles, pipes, poles and other instrumentalities and to service, repair and maintain same in all lots within this plat, the license being granted for the use and benefit of all present owners and future owners of lots within this plat. The above subdivision of the property described in the Surveyor's Certificate, as appears on this plat, was made with the consent and in accordance with the desire of the undersigned owners and proprietors.

Agnes J. Mahloch
Agnes J. Mahloch

Valentin R. Mahloch
Valentin R. Mahloch

ACKNOWLEDGEMENT OF MOTARY

State of Nebraska)
) SS
County of Sarpy)

On this 21 day of February, 1961, before me a Notary Public, duly commissioned and qualified in and for said county, appeared Valentin R. Mahloch and Agnes J. Mahloch, husband and wife, who are personally known by me to be the identical persons whose names are affixed to the foregoing dedication as owners of the property described in the Surveyor's Certificate on this plat, and they did acknowledge their execution of the foregoing dedication as being their voluntary act and deed.

WITNESS my hand and official seal in _____, Nebraska, the date last aforesaid.

Notary Public

My commission expires on the _____ day of _____, 19____.

COUNTY SURVEYOR'S CERTIFICATE

15

PM.

1" = 100'

ORDINANCE NO. 114

An ordinance to annex certain real estate to the Village of Springfield, Nebraska.

BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF SPRINGFIELD, NEBRASKA:

Section 1. That the following described real estate, to-wit:

A part of the Northeast Quarter (NE¼) of Section Twenty-four (24), Township Thirteen (13) North, Range Eleven (11), East of the 6th P.M., Sarpy County, Nebraska, to-wit: Beginning at a point on the South line of the Northeast Quarter (NE¼) of said Section Twenty-four (24), said point being 594.0 feet East of the center of said Section Twenty-four (24); thence North 0° 09' 10" East, 319.25 feet; thence North 89° 55' 10" West, 120.5 feet; thence North 0° 04' 50" East, 475.08 feet; thence North 38° 56' 30" East, 19.3 feet; thence North 0° 03' 30" East, 115.0 feet; thence South 89° 56' 30" East, 10.0 feet; thence North 0° 03' 30" East, 175.0 feet; thence South 89° 56' 30" East, 135.0 feet; thence South 78° 53' 30" East, 99.37 feet; thence North 72° 03' 30" East, 138.0 feet; thence South 17° 56' 30" East, 5.0 feet; thence North 72° 03' 30" East, 90.0 feet; thence South 17° 56' 30" East, 120.24 feet; thence on a curve to the right (radius being 1287.75 feet) for a curve distance of 45.05 feet; thence South 17° 56' 30" East, 640.73 feet; thence South 2° 55' 10" East, 158.87 feet; thence South 274.3 feet to the South line of the Northeast Quarter (NE¼) of said Section Twenty-four (24); thence west along the South line of the Northeast Quarter (NE¼) of said Section Twenty-four (24), 640 feet to the point of beginning.

be and the same is hereby annexed to and included within the boundaries and territory of the Village of Springfield, Nebraska, and the corporate limits of said Village are hereby extended accordingly; and said lands and the persons residing thereon shall be subject to all the rules, regulations, ordinances, taxes and other burdens and benefits of the other persons or property included within the Village of Springfield, Nebraska.

Section 2. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as required by law.

Passed and approved this 5th day of September, 1961.

Attest: Maurice Erhart Chairman
Margaret Joern Village Clerk

(SEAL)

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
18 day Sept 1961 at 11 A. M. Esther Ruff, County Clerk.

28-587

-2-

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

I, Margaret Joern, Village Clerk, of the Village of Springfield, Nebraska, do hereby certify that attached hereto is a true and correct copy of Ordinance No. 114 of the Village of Springfield, Nebraska, and that the same was published in the Springfield Monitor in the issue of September 14, 1961.

Margaret Joern
Village Clerk

(SEAL)



Springfield Garden

Plat and Dedication

Filed 9-18-61, in Book 4, Page 5, 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 5 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 9-25-61, in Book 28 at Page 588, 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 5 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 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Ord 28-586 filed 9-18-61 Copy
Ease 29-126 filed 11-30-61 Copy
Petition to Change P/C 60-2770 filed 9-2-81 Copy
Decree Correcting Reestablishing City of Springfield 92-16330 filed 7-31-92
Copy