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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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C/D _____ COMP *kp*
CL _____ SCAN *dc* FV _____

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STANDING BEAR, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by The Venteicher Limited Liability Company, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 27, inclusive, in Standing Bear, a subdivision as surveyed, platted and recorded in Douglas county, Nebraska; and,

WHEREAS, said Lots have been zoned R-5, with regard to Lots 1-17; R-6, with regard to Lot 27; and Mixed Use-Commercial, with regard to Lots 18 through 26; and the Declarant is desirous of establishing covenants applicable to the Lots which will require that the property be developed in a manner consistent with the preservation of the property values incident to a uniform development plan for such Lots; and

WHEREAS, the Declarant will convey said Lots subject to the protective covenants, conditions, restrictions and reservations as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and reservations which are for the purpose of enhancing and protective the value, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions, shall run with the land, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of the respective owners thereof in the manner more particularly hereinafter set forth.

**ARTICLE I.
DEFINITIONS**

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental declaration under the provisions hereof, which shall initially consist of Lots 1 through 27, inclusive, of Standing Bear, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

2

C. "Lot" shall mean and refer to any one of Lots 1 through 27, inclusive, in Standing Bear, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (such subdivision being hereinafter referred to as "Standing Bear").

D. "Residential Lots" shall include Lots 1 through 17 of Standing Bear.

E. "Apartment Lot" shall include only Lot 27 of Standing Bear.

F. "Commercial Lots" shall include and refer to Lots 18 and Lots 23 through 26 of Standing Bear.

G. "Buffer Lots" shall mean and refer to Lots 19 through 22 of Standing Bear.

H. "Declarant" shall mean and refer to The Venteicher Limited Liability Company, a Nebraska limited liability company, its successors and assigns.

ARTICLE II.

RESTRICTIONS FOR RESIDENTIAL LOTS

A. Residential Lots. Lots 1 through 17, inclusive, of Standing Bear shall be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of the Lots.

1. the Lots shall be used only for residential purposes, including single family, duplex or two family homes, and townhomes as defined by the Zoning Code of the City of Omaha.

2. All buildings on all Residential Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

B. General Restrictions. All dwelling units constructed on the Residential Lots shall comply with the following restrictions.

1. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Larger or additional garages are permitted provided that they are attached, built-in or enclosed.

2. Exposed portions of the foundation on the front of each dwelling are to be covered with brick.

3. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot.

4. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

5. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than five (5) continuous days.

6. Public concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen (16) feet in width; the driveway shall be of concrete or brick.

7. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

8. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of commencement of construction on such properties.

9. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

10. 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, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

11. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

12. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except residential "For Sale" and "Sold" signs, not exceeding twenty-four (24)

inches by thirty-six (36) inches in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or its agents, in the development of Standing Bear.

13. No television antenna, or antenna of any kind or nature, except satellite dishes no larger than twenty inches in diameter, shall be allowed on the Lots unless they are inside the dwellings.

C. Accessory Buildings. Detached structures shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Such detached structures shall not exceed floor dimensions of 8' x 10'. In no event shall construction of any such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

ARTICLE III. APARTMENT LOT RESTRICTIONS

A. Apartment Lot. Lot 27 of Standing Bear shall be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of the Lots in the Properties.

1. No apartments utilizing tax credit, tax increment or rental subsidized financing shall be permitted to be constructed on the Lot.

2. No building shall be created, altered, placed or permitted to remain on the Apartment Lot other than a building which shall conform to the following requirements:

a. Each one bedroom apartment unit shall contain no less than 700 square feet of living area enclosed within the apartment unit.

b. Each two bedroom apartment unit shall contain no less than 800 square feet of living area enclosed within the apartment unit.

c. Each three bedroom apartment unit shall contain no less than 900 square feet of living area enclosed within the apartment unit.

d. All buildings on all lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

e. The landscaping plan for the Apartment Lot shall provide for landscaping at least double the minimum required landscaping under the Zoning Code of the City of Omaha.

f. There shall be constructed on the Apartment Lot, at a minimum, a sufficient number of garages to provide one attached, enclosed garage stall for every four apartment units.

B. General Restrictions. All apartment buildings constructed on the Apartment Lot shall comply with the following restrictions.

1. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, or decks.

2. At least seventy percent (70%) of the exterior of each apartment building constructed on the Apartment Lot shall be finished with clay-fired brick or stone. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot are to be covered with clay-fired brick or stone.

3. The Apartment Lot shall comply with the restrictions contained in paragraphs 4, 5, 7, 8, 9, 10, 11, 12 and 13 of Section B. of Article III. above.

ARTICLE IV. BUFFER LOT RESTRICTIONS

A. Buffer Lots. Lots 19 through 22 of Standing Bear shall be considered buffer lots and be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of Lots 18 through 27 of Standing Bear:

1. The Lots shall be used only for single family or multi-family residential purposes, general office or medical office purposes.

2. All buildings on all Buffer Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

3. All buildings constructed on the Buffer Lots shall comply with the restrictions contained in paragraphs 4, 5, 7, 8, 9, 10, 11, 12 and 13 of Section B. of Article II. above.

ARTICLE VI. GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of the Lots specifically named herein as parties entitled to enforce the provisions of these covenants, shall have the right to enforce by proceeding at law or in equity, the covenants, conditions, restrictions, and reservations now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by the Declarant or by any

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. At the end of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 50 percent of the ownership interests in the Lots vote to terminate this Declaration. This Declaration may be amended by an instrument signed by the owners of Lots holding more than seventy-five percent (75%) of the ownership interest in the Standing Bear subdivision. For the purpose of calculation of the percentage vote of interests, all of the lots in Standing Bear shall have one vote except for Lots 25, 26 and 27 which shall have 2 votes, 3 votes and 12 votes, respectively.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10TH day of OCTOBER, 1997.

DECLARANT:

THE VENTEICHER LIMITED LIABILITY COMPANY

By:

George W. Venteicher

George W. Venteicher, Managing Member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 10TH day of OCTOBER, 1997, before me the undersigned, a Notary Public in and for said County and State, personally came George W. Venteicher, Managing Member of The Venteicher Limited Liability Company, and acknowledged that he executed the same as his voluntary act and deed and that of said limited liability company.

John C. Danielson

Notary Public





BK 1408 PG 643-643



MISC 2001 18995

RICHARD H. TAYLOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AFTER RECORDING RETURN TO:

CROKER HUCK KASHER DeWITT ANDERSON
& GONDERINGER, PC
2120 SOUTH 72 STREET, SUITE 1250
OMAHA NE 68124-2356

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STATEMENT REGARDING
SANITARY AND IMPROVEMENT DISTRICT NO. 416
OF DOUGLAS COUNTY, NEBRASKA

1. Names of Current Board of Trustees:

Chairman/Trustee
Clerk/Trustee
Trustee
Trustee
Trustee

Frank H. Kulig
Bernard Heck
John Danielson
George W. Venteicher
Susan Venteicher

2. Name of:

Attorney: Robert J. Huck
CROKER, HUCK, KASHER, DeWITT, ANDERSON & GONDERINGER, P.C.
Accountant: Weber & Thorson, PC
Fiscal Agent: Kirkpatrick Pettis Smith Polian Inc.

3. The undersigned hereby acknowledges that the warrant and bond principal indebtedness of this District, as hereinafter stated, has been determined as of June 30, 2001, to-wit:

General Fund Warrants	\$5,875.15
Construction Fund Warrants	\$505,761.70.
Bonds	\$900,000.00

4. Current Tax Levy:

	<u>Lewy</u> (Cents per \$100 of Valuation)
(a) Bond Tax Levy (Bond/Construction Fund)	0.00 Cents
(b) Operating Levy (General Fund)	86.6980 Cents
TOTAL:	86.6980 Cents

DATED: 11/12/01, 2001.

Bernard Heck
Bernard Heck, Clerk
Sanitary and Improvement District
No. 416 of Douglas County, Nebraska



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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

425 FB 05-36805
C/O _____ COMP ☒
SCAN ☒ FV _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STANDING BEAR, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth by The Venteicher Limited Liability Company, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 27, inclusive, in Standing Bear, a subdivision as surveyed, platted and recorded in Douglas county, Nebraska; and,

WHEREAS, said Lots have been zoned R-5, with regard to Lots 1-17; R-6, with regard to Lot 27; and Mixed Use-Commercial, with regard to Lots 18 through 26; and the Declarant is desirous of establishing covenants applicable to the Lots which will require that the property be developed in a manner consistent with the preservation of the property values incident to a uniform development plan for such Lots; and

WHEREAS, the Declarant will convey said Lots subject to the protective covenants, conditions, restrictions and reservations as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and reservations which are for the purpose of enhancing and protective the value, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions, shall run with the land, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of the respective owners thereof in the manner more particularly hereinafter set forth.

ARTICLE I. DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental declaration under the provisions hereof, which shall initially consist of Lots 1 through 27, inclusive, of Standing Bear, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Lot" shall mean and refer to any one of Lots 1 through 27, inclusive, in Standing Bear, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (such subdivision being hereinafter referred to as "Standing Bear").

D. "Residential Lots" shall include Lots 1 through 17 of Standing Bear.

E. "Apartment Lot" shall include only Lot 27 of Standing Bear.

F. "Commercial Lots" shall include and refer to Lots 18 and Lots 23 through 26 of Standing Bear.

G. "Buffer Lots" shall mean and refer to Lots 19 through 22 of Standing Bear.

H. "Declarant" shall mean and refer to The Venteicher Limited Liability Company, a Nebraska limited liability company, its successors and assigns.

ARTICLE II. RESTRICTIONS FOR RESIDENTIAL LOTS

A. Residential Lots. Lots 1 through 17, inclusive, of Standing Bear shall be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of the Lots.

1. the Lots shall be used only for residential purposes, including single family, duplex or two family homes, and townhomes as defined by the Zoning Code of the City of Omaha.

2. All buildings on all Residential Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

B. General Restrictions. All dwelling units constructed on the Residential Lots shall comply with the following restrictions.

1. All dwellings shall, as a minimum, have attached, built in, or enclosed, side-by-side two car garages which must contain a minimum area of 400 square feet. Larger or additional garages are permitted provided that they are attached, built-in or enclosed.

2. Exposed portions of the foundation on the front of each dwelling are to be covered with brick.

3. No fence shall be constructed, or permitted to be placed in front of the front building line of the main residence erected on each lot.

4. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

5. No trailer, recreational vehicle, motor home, tractor or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties for more than five (5) continuous days.

6. Public concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling, or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen (16) feet in width; the driveway shall be of concrete or brick.

7. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

8. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment or earth for reasonable periods of time in anticipation of commencement of construction on such properties.

9. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

10. 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, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

11. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

12. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except residential "For Sale" and "Sold" signs, not exceeding twenty-four (24)

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inches by thirty-six (36) inches in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or its agents, in the development of Standing Bear.

13. No television antenna, or antenna of any kind or nature, except satellite dishes no larger than twenty inches in diameter, shall be allowed on the Lots unless they are inside the dwellings.

C. Accessory Buildings. Detached structures shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Such detached structures shall not exceed floor dimensions of 8' x 10'. In no event shall construction of any such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

ARTICLE III.

APARTMENT LOT RESTRICTIONS

A. Apartment Lot. Lot 27 of Standing Bear shall be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of the Lots in the Properties.

1. No apartments utilizing tax credit, tax increment or rental subsidized financing shall be permitted to be constructed on the Lot.

2. No building shall be created, altered, placed or permitted to remain on the Apartment Lot other than a building which shall conform to the following requirements:

a. Each one bedroom apartment unit shall contain no less than 700 square feet of living area enclosed within the apartment unit.

b. Each two bedroom apartment unit shall contain no less than 800 square feet of living area enclosed within the apartment unit.

c. Each three bedroom apartment unit shall contain no less than 900 square feet of living area enclosed within the apartment unit.

d. All buildings on all lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

e. The landscaping plan for the Apartment Lot shall provide for landscaping at least double the minimum required landscaping under the Zoning Code of the City of Omaha.

f. There shall be constructed on the Apartment Lot, at a minimum, a sufficient number of garages to provide one attached, enclosed garage stall for every four apartment units.

B. General Restrictions. All apartment buildings constructed on the Apartment Lot shall comply with the following restrictions.

1. For the purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, or decks.

2. At least seventy percent (70%) of the exterior of each apartment building constructed on the Apartment Lot shall be finished with clay-fired brick or stone. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot are to be covered with clay-fired brick or stone.

3. The Apartment Lot shall comply with the restrictions contained in paragraphs 4, 5, 7, 8, 9, 10, 11, 12 and 13 of Section B. of Article III. above.

ARTICLE IV. BUFFER LOT RESTRICTIONS

A. Buffer Lots. Lots 19 through 22 of Standing Bear shall be considered buffer lots and be subject to the following restrictions which may be enforced by the Declarant or the Owner of any of Lots 18 through 27 of Standing Bear:

1. The Lots shall be used only for single family or multi-family residential purposes, general office or medical office purposes.

2. All buildings on all Buffer Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

3. All buildings constructed on the Buffer Lots shall comply with the restrictions contained in paragraphs 4, 5, 7, 8, 9, 10, 11, 12 and 13 of Section B. of Article II. above.

ARTICLE VI. GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of the Lots specifically named herein as parties entitled to enforce the provisions of these covenants, shall have the right to enforce by proceeding at law or in equity, the covenants, conditions, restrictions, and reservations now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by the Declarant or by any

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. At the end of such 25 year period, these Covenants shall automatically renew for ten (10) year intervals unless more than 50 percent of the ownership interests in the Lots vote to terminate this Declaration. This Declaration may be amended by an instrument signed by the owners of Lots holding more than seventy-five percent (75%) of the ownership interest in the Standing Bear subdivision. For the purpose of calculation of the percentage vote of interests, all of the lots in Standing Bear shall have one vote except for Lots 25, 26 and 27 which shall have 2 votes, 3 votes and 12 votes, respectively.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10TH day of ~~March~~ OCTOBER, 1997.

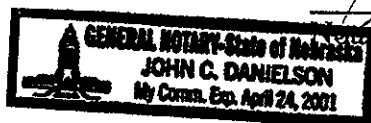
DECLARANT:

THE VENTEICHER, LIMITED LIABILITY COMPANY

By: *George W. Venteicher*
George W. Venteicher, Managing Member

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 10TH day of ~~March~~ OCTOBER, 1997, before me the undersigned, a Notary Public in and for said County and State, personally came George W. Venteicher, Managing Member of The Venteicher Limited Liability Company, and acknowledged that he executed the same as his voluntary act and deed and that of said limited liability company.





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Date

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By

CLAUDE N. TARKENTON
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 9th day of October, 2000 by The Venteicher Limited Liability Company, a Nebraska limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer is the Owner of a certain tract of land shown on the site plan attached hereto as Exhibit "A" and incorporated herein by this reference, said land being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel 1"); and

WHEREAS, the property described on Exhibit "C" attached hereto and incorporated herein by this reference ("Parcel 2") is currently used for a single family residential purpose; and

WHEREAS, Developer intends to develop Parcel 1 according to a general plan of improvement shown in part on Exhibit "A" (the "Plan"); and

WHEREAS, developer, in furtherance of Developer's Plan, desires that portions of Parcel 1 be subject to certain covenants and restrictions for the benefit of future owners of property within the development and the owner of Parcel 2.

NOW THEREFORE, in consideration of the forgoing, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, developer hereby declares the following covenants and restriction:

I. USE RESTRICTIONS ON LOT 18.

On that portion of the Parcel 1 known as Lot 18 Standing Bear subdivision, as surveyed platted and recorded in Douglas county, Nebraska ("Lot 18") the following uses or services shall be prohibited:

1. For any building currently or hereafter located on Lot 18 any use which emits an odor, noise, or sound which would be in violation of the Omaha Municipal Code as currently adopted;
2. Any dumping, disposing, incinerating or reduction of garbage (exclusive of garbage compactors incidental to a use otherwise permitted on Lot 18;
3. Any video store, video arcade, bowling ally, skating rink or similar amusement facility (except for video and other games which may be incidental to a use otherwise permitted on Lot 18);

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4. Any living quarters, sleeping apartments, lodging rooms, hotels or motels;
5. Any mortuary;
6. Any establishment selling, leasing or exhibiting pornographic materials, or selling or exhibiting obscene performances;
7. Any second-hand store, pawn shop or store selling surplus merchandise as a principal method of doing business;
8. Any convenience store, restaurant (whether general or limited as defined under the current or any future applicable zoning code) or food sales outlet including any liquor sales (but excluding from this restriction is any food preparation or consumption which which may be incidental to another permitted use in connection with a use otherwise permitted on Lot 18);
9. Any kennel, stable, or similar facility for the housing of animals or livestock, except for the overnight storage of pets in connection with the operation of a veterinary facility on the premises;
10. General retail sales, personal services, hospital services, local utility services, postal facilities, religious assembly, safety services, automobile service stations or gasoline stations and communications services all as defined within Chapter 55 of the Omaha Municipal Code, known as the Zoning Code of the City of Omaha;
11. Government administrative offices except those which are only open during regular business hours and which do not, on a regular basis, provide services which require or encourage the presence of the general public as visitors to Lot 18 as part of its normal operations;

No trash receptacle will be located on Lot 18 unless enclosed on all four (4) sides by a structure screening it from view. Such a structure must extend at least one (1) foot above the top of the trash receptacle.

Parking lot lighting on Lot 18 will not exceed twenty-five (25) feet in height, and to the extent reasonably feasible will be directed away from properties to the north and west of Lot 18.

II. LANDSCAPING RESTRICTIONS ON LOT 15, 16, 17 AND 18.

A six (6) foot cedar board-on-board fence will be constructed along the west boundaries of Lots 15, 16, 17 and 18 of Standing Bear subdivision as surveyed, platted and recorded in Douglas county, Nebraska ("Lot 15", "Lot 16", "Lot 17", and "Lot 18" or collectively the "Lots"). Said fence shall include decorative brick pillars at the following locations, or as near to such locations as applicable City codes, ordinances, rules and regulations will allow:

- a. At the southwest corner of Lot 18;
- b. At the northwest corner of Lot 18;
- c. At the southwest corner of Lot 17; and
- d. At the northwest corner of Lot 15.

To the extent reasonably feasible in light of the Plan of development, existing trees within fifteen feet of the west boundary lines of Lot 15, 16 and 17 will be retained.

III. FORT STREET ACCESS TO LOT 18.

No direct access will be allowed from Lot 18 to Fort Street along the south boundary of Lot 18.

IV. SPECIAL LANDSCAPE RESTRICTIONS ON LOT 18.

Subject to the Municipal Code for the City of Omaha as currently existing, the landscape buffer required along the west 100 feet of the north boundary of Lot 18 will be planted with seven (7) foot pine or evergreen trees spaced no further than twenty (20) feet apart (truck to truck). A similar buffer of similarly sized and spaced pine or evergreen trees will be planted along the northerly ten (10) feet of the west boundary of Lot 18. The landscape buffers require along fort Street would be within the standards established by the Omaha Municipal Code, which would include grass, trees and/or bushes to meet a reasonable professional landscape standard.

V. DEFAULT.

Developer shall not be in default of this Declaration of Covenants and Restrictions unless the condition of default remains uncured fifteen (15) days after written notice, specifying the nature of the default, is given to Developer.

These covenants and restrictions are personal to the owners of Parcel 2 and subsequent owners of Parcel 2. They may be enforced only by the owner of Parcel 2.

VI. NOTICE TO PARTIES.

Any notice or demand directed to Developer shall be in writing and delivered to Developer at the following address:

The Venteicher Limited Liability Company
13330 Fort Street, Omaha, Nebraska 68164

VII. DURATION.

This Declaration of Covenants and Restrictions shall run with the land, remain in full force and effect and be binding upon the parties', their successors and assigns until the earlier of the

following two (2) events:

- a. The date any portion of Parcel 2 is zoned to permit any use other than either a single family residential use, an agricultural use or development reserve;
- b. The day fifteen (15) years from the date of this Declaration.

IN WITNESS WHEREOF, the Developer does hereby execute this document on the day and year first above written.

The Venteicher Limited Liability Company
a Nebraska limited liability company

By: George W. Venteicher

President and Managing Member

State of Nebraska
County of Douglas

On this 9th day of October, 2000 before me a notary public for said county and state, personally came George W. Venteicher, President and Managing Member of The Venteicher Limited Liability Company and executed and acknowledged the foregoing document as his voluntary and deed and the voluntary act and deed of said company.

Witness my hand and seal

Frank H. Kulig
Notary Public

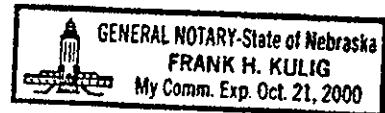


EXHIBIT "C"
(PARCEL 2)

Legal description of Crawford's property:

(76-201) in Douglas County, Nebraska:

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE N 00 DEGREES 06'07"W (ASSUMED BEARING), ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36; A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FORT STREET, SAID POINT ALSO BEING AT THE POINT OF BEGINNING; THENCE S 89 DEGREES 56'05" W, ALONG SAID NORTH RIGHT OF WAY LINE OF FORT STREET, A DISTANCE OF (610.13 FEET, RECORDED, 627.12 FEET, ACTUAL); THENCE N 44 DEGREES 54'15" N, A DISTANCE OF 886.79 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE S 00 DEGREES 06'07" E, ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36; A DISTANCE OF 627.39 FEET TO A POINT OF BEGINNING.

EXHIBIT "B"
(PARCEL 1)

Lot 18, Standing Bear, a subdivision as surveyed, plotted and recorded in Douglas County, Nebraska.



1227 115 MISC



13733 97 115-117

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Oct 29 4 05 PM '97

RECEIVED

1650 13733 H
 FEE 1650 FB 05-36805
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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 24th day of October, 1997, between VENTEICHER LIMITED LIABILITY COMPANY, a Nebraska Limited Liability Company, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including but not limited to two (2) small valve boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Standing Bear, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

The easterly five feet (5') of Lots 21, 22 and 24.

This permanent easement contains 0.117 of an acre, more or less, and is shown on the attached drawing.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is a lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

Return To: TJ Sweet
 mud law left
 1723 Harney St
 Omaha ne
 68102-1960

5. The person executing this instrument represents that he has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

VENTEICHER LIMITED LIABILITY COMPANY.
a Nebraska Limited Liability Company,
Grantor


By: Frank Kulig
Frank Kulig
Title: Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on OCTOBER 24, 1997, by Frank Kulig, Member of Venteicher Limited Liability Company, on behalf of the said limited liability company.




Notary Public

(seal)

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR
W.C.C. 8442

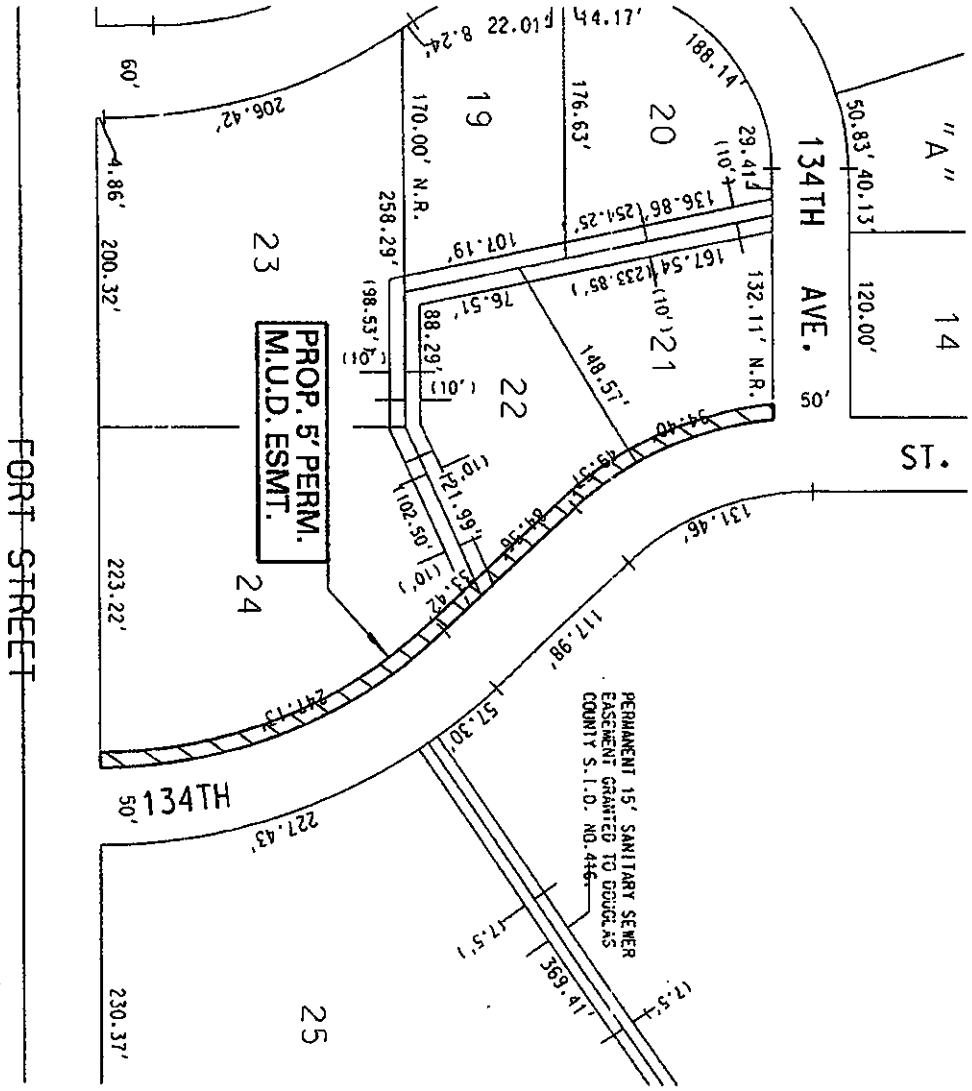
LAND OWNER
THE VENTEICHER LIMITED
LIABILITY CO.

TOTAL ACRE
PERMANENT 0.117 ±

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY CLY.
DATE 10-21-97
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



NO SCALE
STANDING BEAR ADDITION
132ND ST. & FORT ST.



2072 211 DEED

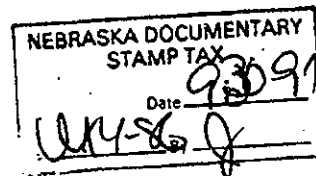


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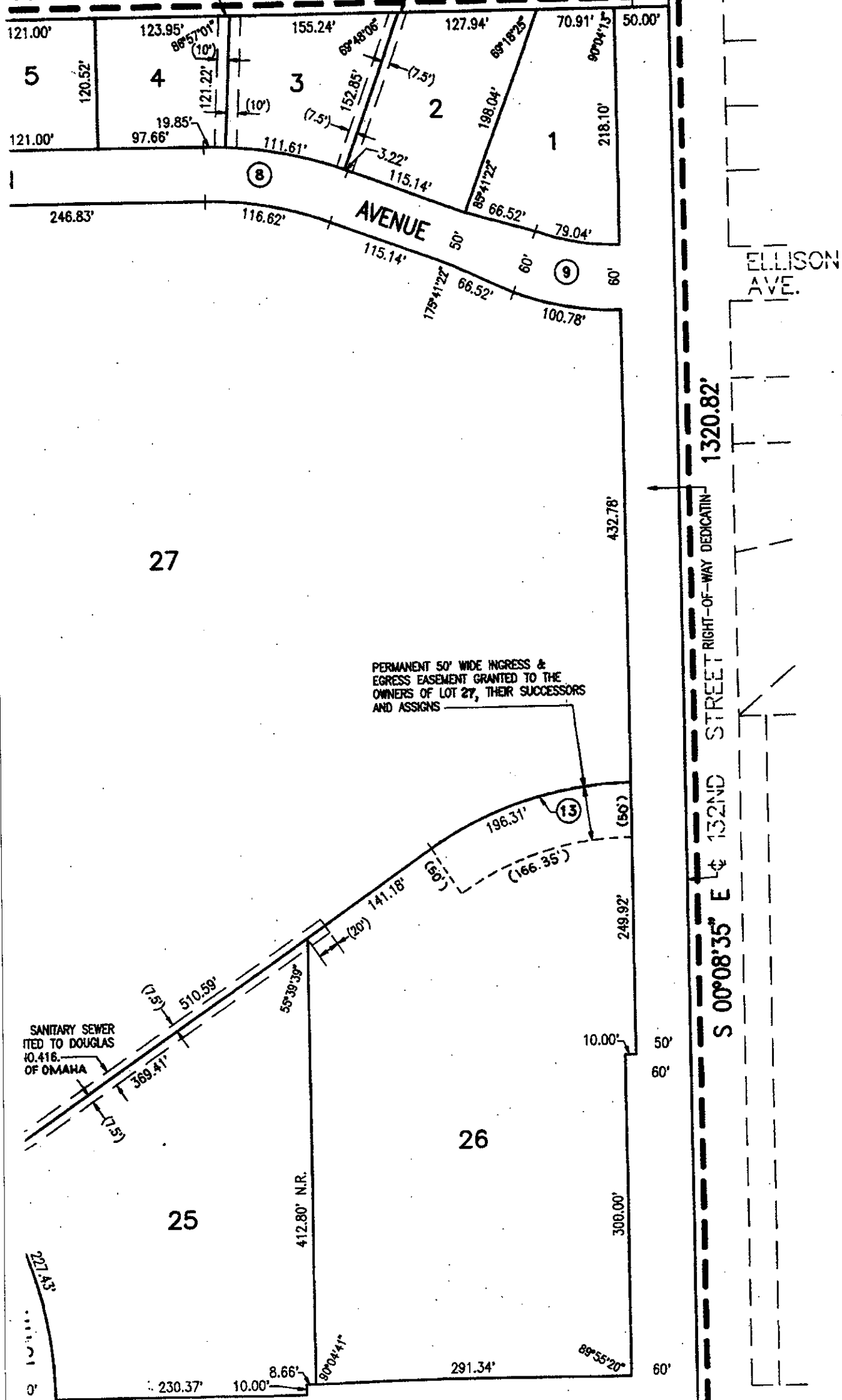
RICHARD H. TAKECHI
REGISTERED CLERK
DOUGLAS COUNTY, NE

12/19/97 01-60000
FEE 99.50 FB
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98'

-PERMANENT 20' STORM SEWER EASEMENT
GRANTED TO DOUGLAS COUNTY
S.I.D. NO.416 & TO THE CITY OF OMAHA

PERMANENT 15' SANITARY
SEWER EASEMENT GRANTED
TO DOUGLAS COUNTY S.I.D. NO.416 & TO THE CITY OF OMAHA



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LOTS 1 THRU 27 INCLUSI

BEING A PLATTING OF PART OF THE SE 1/4
T16N, R11E OF THE 6TH P.M., DOUGLAS CO.

RESOLUTION OF OMAHA CITY PLANNING BOARD

Plat of STANDING BEAR (lots numbered as shown) was approved by the City
Planning Board on this 4th day of December 1996.

Laureen J. Jeffries
CHAIRMAN
CITY PLANNING BOARD

RESOLUTION OF CITY ENGINEER OF OMAHA

I hereby approve this plat of STANDING BEAR (lots numbered as shown) as to the
Engineering Standards this 14th day of April, 1996.7

Harry L. Neumann
CITY ENGINEER

I hereby certify that adequate provisions have been made for compliance with
Chapter 53 of the Omaha Municipal Code.

Harry L. Neumann September 29, 1997
CITY ENGINEER Date

OMAHA CITY COUNCIL ACCEPTANCE

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Said tra
R. O.
Robert O.

STANDING BEAR

EXCLUSIVE & OUTLOT "A"

SE 1/4 OF THE SE 1/4 OF SECTION 36,
DUGLASS COUNTY, NEBRASKA

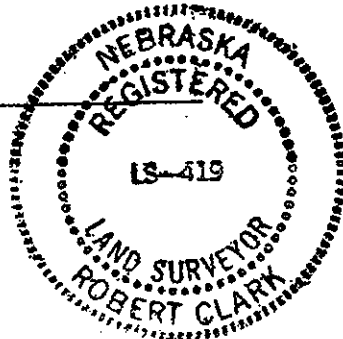
SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described in and that temporary monuments have been placed on the boundary of the in plat and that a bond has been furnished to the City of Omaha to ensure ng of permanent monuments and stakes at all corners of all lots, streets, e points and ends of all curves in Standing Bear (the lots numbered as shown) g a platting of part of the SE 1/4 of the SE 1/4 of Section 36, Township 16 h, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly cribed as follows:

Beginning at the Southeast corner of said SE 1/4 of the SE 1/4 of Section 36; thence $\text{S}56^{\circ}05'05''\text{W}$ (assumed bearing) along the South line of said SE 1/4 of the SE 1/4 of Section 36, a distance of 1319.93 feet to the Southwest corner of said SE 1/4 of SE 1/4 of Section 36; thence $\text{N}00^{\circ}06'07''\text{W}$ along the West line of said SE 1/4 of the SE 1/4 of Section 36, a distance of 660.39 feet to the West 1/4 corner of said 1/4 of the SE 1/4 of Section 36; thence $\text{N}89^{\circ}56'02''\text{E}$ along the South line of the 1/2 of the NW 1/4 of said SE 1/4 of the SE 1/4 of Section 36, said line also being Easterly line of the Papillion Creek Watershed Site 16, a distance of 329.86 feet to the Southeast corner of said West 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 36; thence $\text{N}00^{\circ}06'44''\text{W}$ along the East line of said West 1/2 of the 1/4 of the SE 1/4 of the SE 1/4 of Section 36, said line also being said Easterly of the Papillion Creek Watershed Site 16, a distance of 185.00 feet; thence $\text{S}54^{\circ}10'10''\text{W}$ along said Easterly line of the Papillion Creek Watershed Site 16, a distance of 528.05 feet to a point on the North line of said SE 1/4 of the SE 1/4 of Section 36; thence $\text{N}89^{\circ}55'38''\text{E}$ along said Easterly line of the Papillion Creek Watershed Site 16, said line also being said North line of the SE 1/4 of the SE 1/4 of Section 36, a distance of 1218.98 feet to the Northeast corner of said SE 1/4 of SE 1/4 of Section 36; thence $\text{S}00^{\circ}08'35''\text{E}$ along the East line of the SE 1/4 of SE 1/4 of Section 36, a distance of 1320.82 feet to the point of beginning.

This tract of land contains an area of 36.260 acres, more or less.

Robert Clark
Robert Clark, LS-419



Nov. 21, 1996
Date

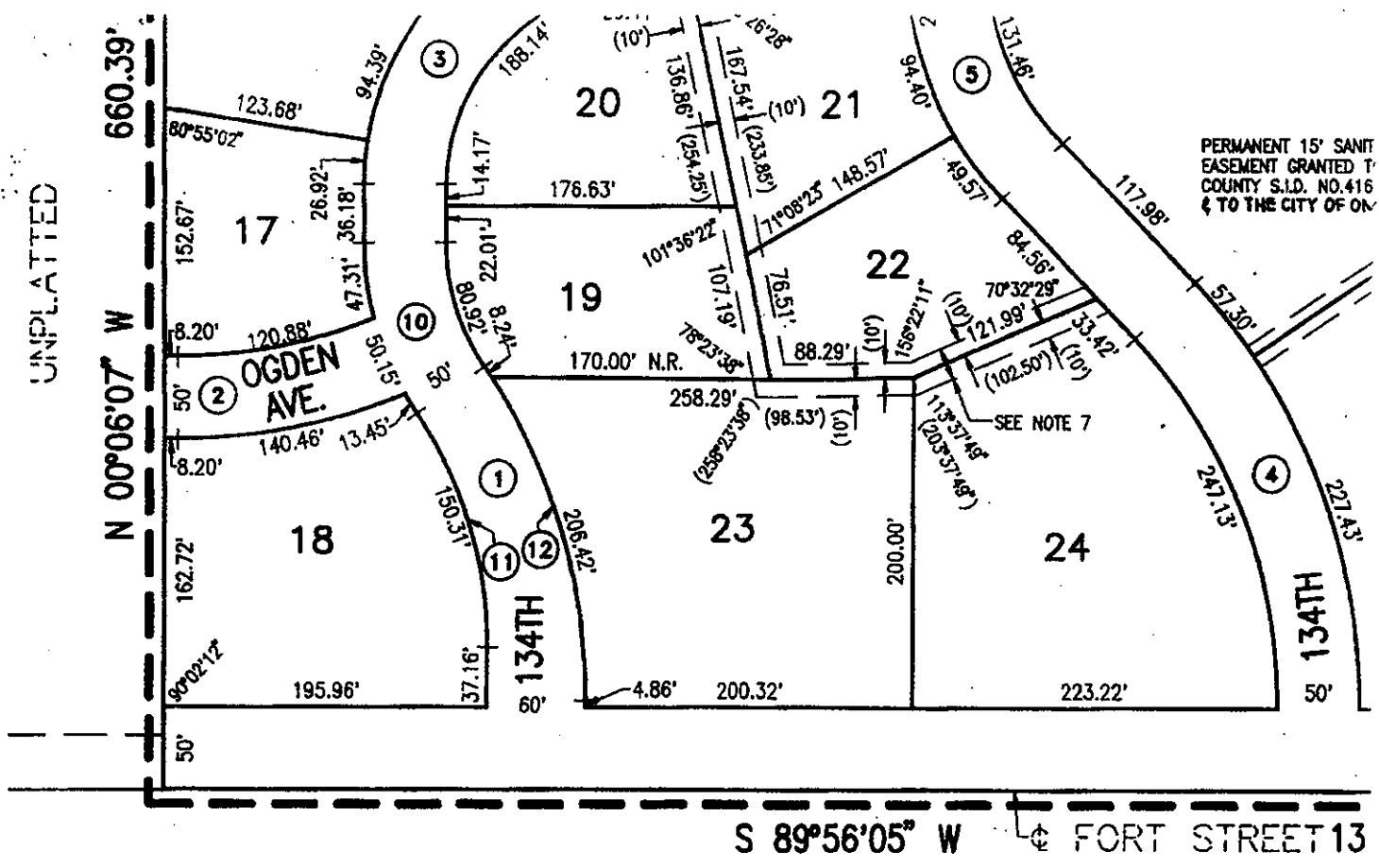
E&A CONSULTING GROUP

12001 "Q" STREET • OMAHA, NE 68137 • (402) 895-4700 • FAX (402) 895-3599

STANDING BEAR

OMAHA, NEBRASKA





134TH
AVE.
CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	303.88'	182.48'	94.09'	34°24'26"
2	333.76'	130.67'	66.18'	22°25'55"
3	144.79'	227.41'	144.76'	89°59'23"
4	353.61'	265.83'	139.61'	43°05'20"
5	200.00'	150.24'	78.87'	43°02'31"
6	301.78'	104.55'	52.81'	19°51'02"
7	196.39'	376.68'	279.90'	109°53'24"
8	347.91'	125.65'	63.52'	20°41'35"
9	248.10'	89.91'	45.45'	20°45'48"
10	159.90'	95.92'	49.45'	34°22'14"

R.O.W. CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	250.30'	150.31'	77.50'	34°24'26"
12	357.45'	214.66'	110.68'	34°24'26"
13	327.55'	196.31'	101.20'	34°20'21"

NOTES:

1. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 132ND STREET FROM LOTS 1 AND 27, OR TO FORT STREET FROM LOTS 18,23,24,25 AND 26.
4. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
5. A PERMANENT RECIPROCAL INGRESS AND EGRESS, PARKING AND PEDISTRIAN EASEMENT IS GRANTED TO THE OWNERS OF LOTS 25 AND 26, THEIR GUESTS AND INVITEES OVER ALL OF SAID LOTS 25 AND 26, EXCEPT THOSE PARTS OF SAID LOTS 25 AND 26 WHICH ARE OCCUPIED BY BUILDINGS AS CONSTRUCTED.
6. A PERMANENT STORM DRAINAGEWAY EASEMENT IS GRANTED TO DOUGLAS COUNTY S.I.D. NO.416, OVER ALL OF OUTLOT "A", AND TO THE CITY OF OMAHA.
7. A PERMANENT 20' WIDE STORM DRAINAGEWAY EASEMENT GRANTED TO DOUGLAS COUNTY S.I.D. NO.416, AND TO THE CITY OF OMAHA.
8. DIRECT VEHICULAR ACCESS TO FORT STREET FROM 134TH STREET SHALL BE RIGHT-IN RIGHT-ONLY, IN THE FUTURE AS DIRECTED BY THE CITY OF OMAHA AT SUCH TIME AS FORT STREET IS IMPROVED TO AN URBAN DIVIDED STREET.
9. DIRECT VEHICULAR ACCESS TO 132ND STREET FROM LOTS 26 & 27 BY THE INGRESS EGRESS EASEMENT LOCATED IN SAID LOT 26 SHALL BE RIGHT-IN RIGHT-ONLY, IN THE FUTURE AS DIRECTED BY THE CITY OF OMAHA AT SUCH TIME AS 132ND STREET IS IMPROVED TO AN URBAN DIVIDED STREET.

COUNTY T

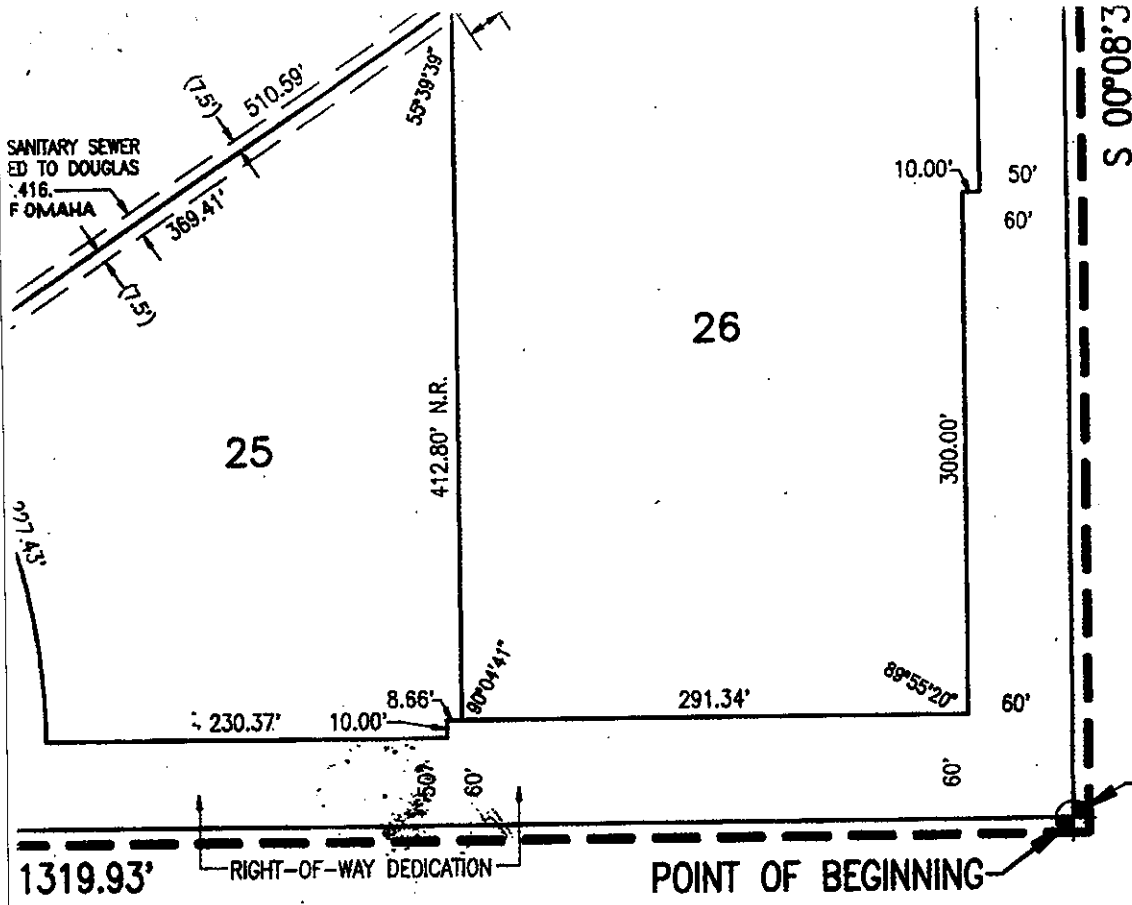
This is to
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[Signature]
COUNTY
JULIE M. HAY

REVIEW OF

This plat of
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[Signature]
DOUGLAS C



I hereby
Chapte

[Signature]
CITY E

OMAHA

This pla
Council

Acting MAYOR

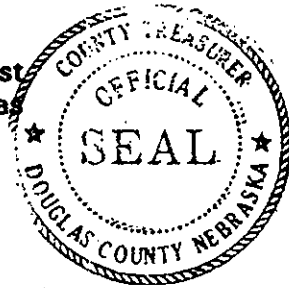
ATTEST

Deputy

Y TREASURER'S CERTIFICATE

to certify that no regular or special taxes due or delinquent against
property described in the Surveyor's Certificate and embraced in this plat as
by the records of this office.

[Signature] *Sept 29, 1997*
TREASURER DATE
LANEY



IMPRINTED SEAL
REGISTER OF DEEDS

OF DOUGLAS COUNTY ENGINEER

t of the STANDING BEAR (lots numbered as shown) was reviewed by the
f the Douglas County Engineer on this 22nd day of November, 1996.

[Signature]
AS COUNTY ENGINEER
NEBRASKA

IMPRINTED SEAL
REGISTER OF DEEDS

ACKNO

STATE

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Notary

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Roll

I hereby certify that adequate provisions have been made for compliance with Chapter 53 of the Omaha Municipal Code.

Harry J. Heumann September 29, 1997
CITY ENGINEER Date

OMAHA CITY COUNCIL ACCEPTANCE

This plat of **STANDING BEAR** (lots numbered as shown) was approved by the City Council of Omaha on this 17th day of June 1996.

MAYOR

ATTEST

CITY CLERK



IDENT OF COUNCIL

IMPRINTED SEAL
REGISTER OF DEEDS

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

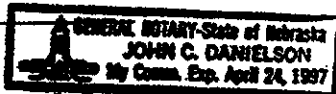
)SS

COUNTY OF DOUGLAS)

On this 22 day of Nov., 1996, before me, the undersigned, a Notary Public in and for said County, personally came George W. Venteicher, member of the Venteicher Limited Liability Company, who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed as such officer of said company.

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

Notary Public



My commission expires 4-27-97

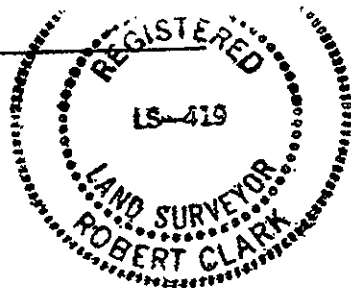
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Robert Clark, LS-419



Nov. 21, 1996
Date

IMPRINTED SEAL:
REGISTER OF DEEDS

DEDICATION

Now all men by these presents that we, The Venteicher Limited Liability Company, owner of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots to be numbered and named as shown, said subdivision to be hereafter known as STANDING BEAR (Lots numbered as shown), and we do hereby ratify and approve of the disposition of our property, and we do hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant the easements, all as shown on this plat, and we further grant a perpetual easement to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants, and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Witness whereof, we do set our hands this 21 day of NOV, 1996.

THE VENTEICHER LIMITED LIABILITY COMPANY


George W. Venteicher, Member

PROJECT NO.	95079	DATE	11-4-96
SCALE	1"=100'	DESIGNED BY	MAW
SHEET	1 of 1	DRAWN BY	TRH
		CHECKED BY	

STANDING BEAR

OMAHA, NEBRASKA

FINAL PLAT