

LARSEN AND LARSEN, INC.  
a Nebraska corporation

to  
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,  
EASEMENTS AND RESTRICTIONS

WHEREAS, the undersigned, LARSEN AND LARSEN, INC., a Nebraska corporation, has heretofore executed a plat of Sunny Slope 3rd Platting, 1st Addition, a subdivision in Douglas County, Nebraska, which plat was recorded on the day of 19 in Book of the Deed Records of Douglas County, Nebraska, and has dedicated to the public all of the streets, roads, and avenues shown on said plat for use by the public for street purposes, and

WHEREAS, the undersigned now desires to place certain protective covenants, easements and restrictions on certain of the lots shown on said plat for the use and benefit of the present owners and future grantees;

NOW, THEREFORE, in consideration of the premises, LARSEN AND LARSEN, INC., a Nebraska corporation, for itself, its successors and assigns, hereby agrees that all of the following described lots, included in the plat of Sunny Slope 3rd Platting, 1st Addition, a subdivision in Douglas County, Nebraska, are hereby restricted as to their use, pursuant to the following restrictions which have been imposed upon said premises as a servitude in favor of said described premises and every lot described below, the same being pursuant to the general plan for the development and improvement of the tract of land embraced within said described plat during the period of time hereinafter prescribed, which restrictions, easements and covenants are and shall be for the benefit of each and all of the lots and blocks in said tract and shall be enforceable by any and all of the owners of any and all of said lots and by the grantor, the undersigned LARSEN AND LARSEN, INC.

1. The lots to be included under paragraphs 1 through 11, inclusive, of this Declaration of Protective Covenants, Easements and Restrictions are: Lots One (1) through Seven (7), Block One (1), Lots One (1) through Six (6),

Block Two (2); Lots One (1) through Fourteen (14), Block Four (4); Lots One (1) through Twenty-one (21), Block Five (5); Lots Two (2) through Six (6), Block Six (6); and Lots One (1) through Ten (10), Block Seven (7), all in Sunny Slope 3rd Platting, 1st Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2. Said lots shall be occupied and used for only one of the following purposes:

- a) Single family dwellings;
- b) Churches;
- c) Colleges and universities;
- d) Schools - elementary and high;
- e) Publicly owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings and non-commercial recreational uses.

3. No structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family dwelling not to exceed two stories in height and an attached private garage or carport for two or more cars, and attached breezeways. Where the contour of lots permits, the garage may be a basement garage. For the purposes of this paragraph and wherever else in this instrument the term "residential building plot" is used, said term is defined as meaning any lot, or combination of parts or all of two or more lots, when used for residential purposes.

4. Except as hereinafter provided, no building shall be located upon any residential building plot nearer than 40 feet to the front lot line, each shall have a side yard of not less than 10 feet in width on each side of a dwelling and a rear yard of not less than 35 feet, provided, however, that in the case of corner lots, the side yard set-back on the street side of the dwelling shall be not less than 20 feet. Provided further that, except as hereinabove modified, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of the zoning ordinances of the City of Omaha, and of all other Ordinances, Laws and Regulations applicable thereto.

5. No residential structure shall be erected or placed on any residential building plot which has an area of less than 10,000 square feet or a width less than the width, as originally platted, of the smallest lot included,

wholly or partly, as a part of such building plot, and such plot of said minimum dimensions, when used for residential purposes, is, for purposes hereof, defined as a residential building plot."

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 an annoyance or nuisance to the neighborhood. No horses, cows, goats, sheep, poultry, fowl, or any domestic animals of any kind (except dogs and cats), may be kept or maintained, nor shall there be any commercial gardening.

7. No trailer, basement, tent, shack, garage, barn or other out-building, erected on said real estate shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No prefabricated or factory-built homes or fireplace chimneys shall be erected on any of the lots within said Addition.

8. The ground floor enclosed area of any residential structure erected within said Addition, exclusive of open porches and garages, shall be not less than 1100 square feet for a one-story house nor less than 950 square feet on the first floor for a one and one-half story or two-story house.

9. All dwellings built in said Addition must be completed within one year from the date of the commencement of construction. No building constructed elsewhere shall be moved onto any building plot in this Addition.

10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five-foot strip of land adjoining the rear and certain side boundary lines of said lots in said Addition, said license to include the right to trim or remove trees or shrubbery interfering with the proper and efficient operation of the various utilities. This license is granted for the use and benefit of all present and future owners of lots in said Addition.

11. All excess dirt resulting from excavation, construction, or otherwise, shall be hauled at the expense of the respective owners thereof to points within this Addition designated by the undersigned for fill purposes. No excess dirt shall be removed from this Addition unless prior written permission therefor is secured from the undersigned.

12. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

13. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said Addition, until the plans and specifications have been approved in writing by LARSEN AND LARSEN, INC., or its assigns for a period of ten (10) years following the platting of the lots in this Addition.

14. All exposed foundations shall be either brick, stone-faced or painted cement blocks.

15. The owners of lots shall be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

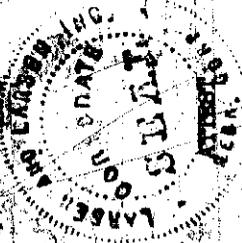
16. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten (10) years, unless they are changed in whole or in part by written agreement among the then owners of a majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty (20) years, plus all extensions, shall not exceed fifty (50) years.

17. Public concrete sidewalks, constructed in accordance with applicable public ordinances, shall be installed in front of each improved lot and on the street sides of each improved corner lot at the time of

construction of dwellings thereon.

18. With respect to Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Eight (8), in Sunny Slope 3rd Platting, 1st Addition, the same shall be governed by the provisions set forth in paragraphs 6, 7, and 9 through 17 above, and shall also be further governed by the provisions of the residential seventh (R7) classification of zoning under the

zoning laws of the City of Omaha, Nebraska.



LARSEN AND LARSEN, INC.,  
a Nebraska Corporation

By Howard C. Larsen  
President

Maxine J. J. Jensen  
Secretary

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of May, 1966, before me the undersigned,

a Notary Public in and for said County, personally came Howard C. Larsen, President of LARSEN AND LARSEN, INC., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and

date last above written.

Stuart A. Smith  
Notary Public

My Commission Expires: November 12, 1967.

BOOK 437 PAGE 76

THOMAS J. O'BONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1966 MAR 4 PM 2 17

RECEIVED

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Morrison

THE STATE OF NEBRASKA  
COUNTY OF DOUGLAS  
I, THOMAS J. O'BONNOR,  
REGISTER OF DEEDS,  
DOUGLAS COUNTY, NEBRASKA,  
DO HEREBY CERTIFY THAT  
THE FOREGOING IS A  
TRUE AND CORRECT  
COPY OF THE ORIGINAL  
FILED IN MY OFFICE  
ON MARCH 4, 1966  
AT 2:17 PM  
BY MRS. J. MORRISON

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By *Thomas J. O'Bonnor*  
128 604 1/2  
Morrison  
2-17-66

77-37-38

BOOK 523 PAGE 331

D E C L A R A T I O N

Lots 1, 2, 3, 4, 5, Block 8,  
SUNNYSLOPE 3rd Platting, 1st Addition,  
as surveyed, platted and recorded

This DECLARATION, made August 6, 1973, by

CASTLE'S INC., a Nebraska corporation and JACK R. MORTON and OPAL L. MORTON, husband and wife, herein-after called "Declarants",

WITNESSETH: THAT,

WHEREAS, Declarants are the owners of Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Declarants have sub-divided said lots into twenty parcels and have erected twenty townhouses upon said parcels;

WHEREAS, Declarants desire to promote and preserve the clustered private residential character of said townhouse units;

WHEREAS, Declarants have formed an association of townhouse owners entitled Granada Townhouse Association;

WHEREAS, Declarants desire to place certain covenants, easements and restrictions on said lots for use and benefit of the present owners and future grantees, their successors and assigns;

NOW, THEREFORE, in consideration of the matters herein recited Declarants do hereby

DECLARE as follows, to-wit:

1. Involved Property: All real property involved in this Declaration, hereafter called "involved property", is and will be acquired, conveyed, devised, inherited, sold, or otherwise transferred and is and will be occupied and used subject to all and each of the conditions and other terms set out in this Declaration; and the following does and will constitute the involved property so subject to this Declaration:

a. Lots 1, 2, 3, 4, 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

2. Covenants: The involved property is and will be through August 1, 2003, subject to all and each of the following conditions and other terms, hereinafter called "covenants":

- a. No townhouse unit will be occupied or used for other than single family clustered residential purposes.
- b. The structure or associated structures comprising a single-family clustered residence will consist of a dwelling attached to one or more other dwellings by one or more common foundations, roofs, walls, or other structural elements or a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height with an enclosed private garage, and with or without attached breezeways, enclosed or walled patios, and other structural elements appropriate convenient, or necessary for clustered residential purposes.
- c. No single family clustered residence will be altered, built, constructed, or otherwise maintained on any townhouse lot without an express written approval executed by Granada Townhouse Association as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within townhouse lot boundary lines, quality of construction, size, and suitability for clustered residential purposes of such single-family clustered residence. No exterior air conditioning equipment, antenna, ditch, fence, flag pole, tennis court, wall, or other structure or associated structures and no trees or any other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any townhouse lot without such approval by Granada Townhouse Association so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered residential purposes.

d. After commencement thereof all approved or permitted construction on any townhouse lot will be as diligently prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any townhouse lot in uncompleted or unfinished condition for more than eighteen months.

e. No driveway or sidewalk and no structural element of any approved or permitted single-family clustered residence or exterior part thereof will be maintained on any townhouse lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

f. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any townhouse lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any townhouse lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven days within any calendar year or for use or permitted construction.

g. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any townhouse lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

h. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any townhouse lot, other than in a location out of public view, without express written approval executed by Granada Townhouse Association; and no garden implements, lawn mowers, or other maintenance equipment not in actual use will be kept or otherwise maintained on any townhouse lot, other than in a location out of public view. Except that said recreational or playground equipment may be installed within the West fifteen feet of any townhouse lot without written permission of the Association.

1. After initial occupancy, no advertising sign or other poster other than a sign of an area of not more than four square feet advertising such townhouse lot for sale or a sign or signs belonging to Declarant as owner of such townhouse lot will be maintained on any townhouse lot.
  - j. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any townhouse lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any townhouse lots.
  - k. No public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any townhouse lot.
3. Easements: Unless any thereof is terminated, the involved property is and will be perpetually subject to all and each of the following easements for ingress and egress, balcony, fireplace, patio, roof, and other structural projections, maintenance, repair, recreational, and other access, party walls, and private and public sewer and utilities conduits, connections, lines, maintenance, and services, hereinafter called "easements":
- a. The Granada Townhouse Association, Northwestern Bell Telephone Company, Metropolitan Utilities District, and Omaha Public Power District, and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon townhouse lot except same shall not interfere with any driveway, sidewalk, or structural element of any approved single-family clustered residence on any townhouse lot.

- b. Granada Townhouse Association and its assigns and successors for itself and for the general common benefit of all purchasers of townhouse units and future grantees will have a general easement, together with rights of egress, ingress, and other access thereto, for purposes of cultivating, cutting, installing, maintaining, mowing, planting, raking, renewing, trimming, or otherwise caring for grass, lawns, plants, sod, shrubs, trees, or other decorative or landscaping vegetation in, over, and upon all parts of each townhouse lot not occupied or used for any driveway, sidewalk, or structural element of an approved single-family clustered residence thereon, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such driveway or sidewalk.
- c. Each owner of a townhouse unit will have a general easement, together with rights of egress, ingress and other access thereto, in, over, and upon all parts of each townhouse lot occupied or used for any common driveway, sidewalk or structural element, for purposes of maintaining, painting, repairing, restoring, or otherwise preserving any such common driveway, sidewalk, or structural element or exterior part thereof, and for purposes of cleaning and removing ice, mud, snow, or other debris or matter from any such common driveway or sidewalk.
- d. Each owner of a townhouse unit shall have a general easement, together with rights of egress, ingress and other access thereto, for purposes of passing over any alley, driveway, sidewalk or other passageway so constructed as to constitute a common alley, driveway, sidewalk or other passageway by reason of continuity of construction which overlaps or crosses individual lot lines.

e. Each owner of a townhouse unit shall have a general easement, together with rights of egress and ingress and other access thereto, over and upon any portion of any townhouse lot not occupied for dwelling purposes for the purpose of maintaining or repairing any sewer line which may effect the sewer lines or connections of his unit.

4. The Granada Townhouse Association: The involved property is and will be subject to all and each of the following conditions and other terms:

a. The owner, his successors or assigns, of every townhouse lot or parcel shall be a member of the Granada Townhouse Association except that the Association shall consist solely of the undersigned until 11 of the townhouse lots have been sold.

b. Dues or other charges for each lot or parcel included in the membership of the Granada Townhouse Association shall be fixed or determined by said Association in a manner set out in its Rules, as from time to time amended, and said dues shall constitute, a lien upon and charge against each townhouse lot or parcel until paid or abated.

c. The obligations and privileges of membership in the Granada Townhouse Association shall be as set forth in its Rules, as from time to time amended, and shall extend to contract purchasers and owners of all townhouse parcels included in membership and pertain to and be coterminous with the duration of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Granada Townhouse Association until abatement or payment for all dues or other charges as fixed by it at any time or from time to time throughout the duration of such interest and membership.

d. The Granada Townhouse Association will have the right as set forth in its Rules, as from time to time amended, to divide the membership into classes, to deny or limit voting rights of members of any membership class, to deny access to or use of

facilities or services, suspend the membership or privileges of, or otherwise discipline any member for failure to pay dues or charges or for other conduct detrimental to its affairs or otherwise improper.

5. Enforcement: The covenants, easements, conditions, and other terms set out in this Declaration and in said Declaration are and will be subject to the following enforcement:

a. The Granada Townhouse Association and every contract purchaser or owner of any townhouse lot will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement as to any covenant or easement granted to it or to such contract purchaser or owner.

b. Every grantee, assign thereof, or successor thereto will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient, or necessary for enforcement of any easement granted to such grantee.

6. Extension, Modification, Termination:

a. For the purpose of avoiding undue hardship, the Granada Townhouse Association will have the right by an express written permit to waive partly or wholly the application to any townhouse parcel of any covenant or easement granted to it; and Granada Townhouse Association will have the right to extend, modify, or terminate all or any part or parts respectively of this Declaration other than easements granted to other grantees.

b. If any portion of these Declarations shall be held invalid, the remaining Declarations shall be decreed to remain in full force and effect.

IN WITNESS WHEREOF, Declarants have executed this Declaration at Omaha, Douglas County, Nebraska.

BOOK 525 PAGE 338

JACK R. MORTON

*Jack R. Morton*

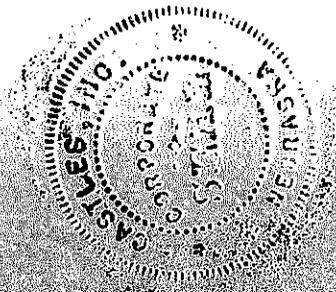
OPAL L. MORTON

*Opal L. Morton*

CASTLE'S, INC., a Corporation

BY *Dwight E. Whitesides*  
President

Attest *Larry E. Welch*  
Secretary



STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of August, 1973, before me, a notary public in and for Douglas County, personally appeared Jack R. Morton and Opal L. Morton, husband and wife, personally known to me to be the identical persons who have executed the foregoing instrument and acknowledged that their execution thereof was their voluntary act and deed.

 LARRY E. WELCH  
GENERAL NOTARY - State of Nebraska  
My Commission Expires  
January 17, 1977

*Larry E. Welch*  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of August, 1973, before me, personally came Dwight E. Whitesides, President of Castle's, Inc. (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha, Nebraska, in said county the day and year last above written.

 LARRY E. WELCH  
GENERAL NOTARY - State of Neb.  
My Commission Expires  
January 17, 1977

*Larry E. Welch*  
Notary Public

2525

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
BY DAY OF *August* 1973 AT *12:00 PM* C. HAROLD OSTLER, REGISTER OF DEEDS

AMENDMENT NO. 1 TO  
DECLARATIONS OF GRANADA  
TOWNHOUSE ASSOCIATION

Lots 1, 2, 3, 4, 5, Block 8,  
SUNNYSLOPE 3rd Platting, 1st Addition,  
as surveyed, platted and recorded

This AMENDMENT, made February 15, 1974, by

CASTLE'S INC., a Nebraska Corporation, and JACK R.  
MORTON and OPAL L. MORTON, husband and wife, here-  
inafter called "Declarants",

WITNESSETH: THAT,

WHEREAS, Declarants are the owners of Lots 1, 2, 3,  
4, and 5, Block 8, SUNNYSLOPE 3rd Platting, 1st Addition,  
as surveyed, platted and recorded in Douglas County, Neb-  
raska;

WHEREAS, Declarants are desirous of adding an amend-  
ment to "Declarations" previously executed, dated August  
6, 1973, recorded in Book 525 at Page 331 of the Miscel-  
laneous Records of the Register of Deeds of Douglas County,  
Nebraska;

NOW, THEREFORE, declare as follows, to-wit:

A) No lien or assessment provided in the original  
Declarations herein for unpaid dues or assessments shall  
be deemed to be superior to or have priority over any pur-  
chase money lien or mortgage impressed upon any of said  
lots for the purpose of acquiring an interest in any lot  
or lots.

B) Any notice of unpaid dues or assessments shall be  
sent to lien holders of record of purchase money liens or  
mortgages provided that said lien holder has given notice  
to the association of its address and notice shall be deemed  
to be given upon mailing same to the last known address of  
the lien holder contained in the records of the Association.

Granada Townhouse Association is a Nebraska, non-profit  
corporation organized among other reasons to maintain the  
above mentioned property and all reference in the above



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BOOK 543 PAGE 691

AMENDMENT NO. 2 TO  
DECLARATIONS OF GRANADA  
TOWNHOUSE ASSOCIATION

Lots 1, 2, 3, 4, 5, Block 8,  
SUNNYSLOPE 3rd Platting, 1st Addition,  
as surveyed, platted and recorded

This AMENDMENT, made October 14, 1974, by

CASTLE'S INC., a Nebraska Corporation, and JACK R.  
MORTON and OPAL L. MORTON, husband and wife, herein-  
after called "Undersigned",

WITNESSETH: THAT,

WHEREAS, the Undersigned are the owners of all townhouses  
located on Lots 1, 2, 3, 4 and 5, Block 8, Sunnyslope 3rd  
Platting, First Addition, as surveyed, platted and recorded  
in Douglas County, Nebraska;

WHEREAS, the Undersigned are desirous of adding an Amend-  
ment to "Declarations" previously executed, dated August 6, 1973,  
recorded in Book 525 at Page 331 of the Miscellaneous Records  
of the Register of Deeds of Douglas County, Nebraska;

NOW, THEREFORE, declare as follows, to-wit:

So long as Granada Townhouse Association shall consist of  
or be controlled by the original signatories of these Declarations  
in their capacity of developers of the above mentioned real estate,  
the following actions will require the prior approval of the  
Federal Housing Administration: Annexation of additional pro-  
perties, dedication of common areas, and amendments to the  
Declaration of Covenants, Conditions and Restrictions.

Granada Townhouse Association is a Nebraska nonprofit Cor-  
poration organized among other reasons to maintain the above  
mentioned property and all reference in the above described  
Declarations executed August 6, 1973, to "rules and regulations"  
shall mean and refer to the By-Laws of the corporation.

IN WITNESS WHEREOF, the undersigned have executed this instrument at Omaha, Douglas County, Nebraska.

JACK R. MORTON

*Jack R. Morton*

OPAL L. MORTON

*Opal L. Morton*

CASTLE'S, INC., A Corporation

By *Dwight E. Whitesides*  
PRESIDENT

*Daue G. Helms*

*Marion A. Helms*  
*Wright & Helms*

*D. Lewis Whitesides*

*Walter J. Gibson*  
*Frank G. Selton*

*Red Stumper*  
*Marjorie Stumper*

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 13 day of October, 1974, before me, a Notary Public, in and for Douglas County, personally appeared Jack R. Morton and Opal L. Morton, husband and wife, personally known to me to be the identical persons who have executed the foregoing instrument and acknowledged that their execution thereof was their voluntary act and deed.

GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
April 24, 1975

*Dwight E. Whitesides*  
Notary Public

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 13 day of October, 1974, before me, personally same Dwight E. Whitesides, President of Castle's, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha, Nebraska, in said county the day and year last above written.

DALE A. DARRIN  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
November 1, 1974

*Daue G. Helms*  
Notary Public

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS )

SS

On this 11 day of October, 1974, before me, a Notary Public, personally appeared Dale A. Hahn, Notary Public, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.

 Dwight E. Whitesides  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
April 24, 1978  
Notary Public

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS )

SS

On this 11 day of October, 1974, before me, a Notary Public, personally appeared Dwight E. Whitesides, Notary Public, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.

 DALE A. HAHN  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
November 4, 1974

Dale A. Hahn  
Notary Public

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS )

SS

On this 13 day of October, 1974, before me, a Notary Public, personally appeared Beate J. Gilsen & Frank E. Gilsen, husband and wife, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.

 Dwight E. Whitesides  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
April 24, 1978

Dwight E. Whitesides  
Notary Public

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS )

SS

On this 14 day of October, 1974, before me, a Notary Public, personally appeared Beate J. Gilsen & Frank E. Gilsen, husband and wife, personally known to me to be the identical person who has executed the foregoing instrument and acknowledged that his execution thereof was his voluntary act and deed.

 Dwight E. Whitesides  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
April 24, 1978

Dwight E. Whitesides  
Notary Public

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
M. C. HAROLD OSTLER, REGISTER OF DEEDS  
10.25

THIS INSTRUMENT, made this 15 day of July, 1957

CASTLES, INC., a Nebraska corporation hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corporation, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees,

WITNESSETH:

THAT WHEREAS, Grantor is in the process of constructing and developing an apartment project located upon the following described real estate, to-wit:

lots 3, 4 and 5, Block 8, Sunnyslope 3rd Platting, First Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

to which it holds fee simple title, and since it is not intended to dedicate any streets, alleys, or public ways for public use, an easement is required over said real estate in favor of Grantees so that Grantees may construct and operate electric and telephone installations necessary to supply such services to this project.

NOW THEREFORE, in consideration of the Grantees installing said utilities to serve the said project, the Grantor does hereby grant to the Grantees, their successors and assigns, permanent licenses, easements and rights of way to erect, maintain, operate, repair, relay and remove, at any time, service line, wires, crossarms, guys and anchors and other instrumentalities and to extend thereon for the carrying and transmission of electric current for light, heat and power including all services of the Grantees to the improvements on the above described real estate, on, over, through, under and across a strip of land ten feet in width, being five feet (5') on each side of and parallel to facilities to be constructed, and at all times to enter upon, for said purposes, all of the above described real estate, excepting those portions thereof which will be necessary for apartment structures and/or garages in accordance with the existing Planned Development Plan which has been heretofore approved by the City Council of Omaha. (The terms apartment house structures shall not include driveways, parking areas or streets), and excepting those portions after be occupied by a swimming pool and bathhouse, the specific portions to be hereafter agreed upon between the parties.

TO HAVE AND TO HOLD said easement and right of way under said Grantees, successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantees in the possession and use thereof herein granted.

The Grantor and Grantees further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

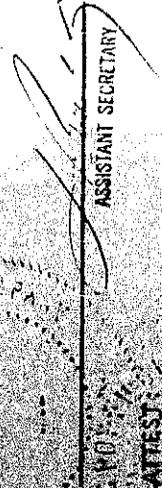
1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land under which any such utility installations or facilities associated therewith are constructed, any building, structure, or pipeline, except walks, streets, parking areas or driveways, and that it will not permit anyone else to do so.
2. Grantees agree to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.
3. It is mutually agreed by and between the parties that Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project for service to others beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.
3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor or made necessary by a change of its development and construction of the project shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs on construction, surveys, recording and legal fees and other costs incurred.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

ATTEST:

  
Notary Public

ATTEST:

  
ASSISTANT SECRETARY

ATTEST:

1945 Assistant Secretary  
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

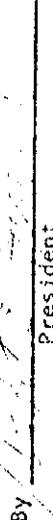
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County personally came \_\_\_\_\_, President of \_\_\_\_\_ Corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of said corporation was lawfully affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year first above written.

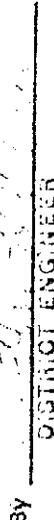
Notary Public

19\_\_\_\_

CASTLES, INC., a Nebraska corporation

By  President

NORTHWESTERN BELL TELEPHONE COMPANY

By  DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

By  Assistant General Manager

10 DAY OF OCT 1945

23



... easement and right of way under said Grantees,

... that it has good and lawful title to said real estate ... in the possession and use thereof herein granted.

... and grantees further covenant, promise and agree, for them-  
successors and assigns, as follows:

... its successors or assigns, agree that it will at no time  
... place on or below the surface of said land under which  
... installations or facilities associated therewith are constructed,  
... or pipeline, except walks, streets, parking areas or  
... that it will not permit anyone else to do so.

... Grantees agree to restore the surface of the soil excavated for any  
... to the original contour thereof as near as may be and to repair  
... surface of any walks, streets, parking areas or driveways which may  
... for any purpose hereunder as near as may be. Such restorations,  
... shall be performed as soon as may reasonably be possible to

... It is mutually agreed by and between the parties that Grantees may extend  
... constructed hereunder from which service to said project is accom-  
... and beyond said project for service to others beyond said project  
... if said facilities were in dedicated streets, alleys or public ways.

... It is mutually agreed by and between the parties that relocation of  
... installation or appurtenance constructed hereunder requested by Grantor  
... by a change of its development and construction of the project  
... by Grantees if reasonably possible, but the expense of so  
... by Grantor, including costs on construction, surveys, recording  
... and other costs incurred.

... IN WITNESS WHEREOF, the parties have caused this easement to be signed on  
... and year first above written.

CASTLES, INC., a Nebraska corporation

*[Signature]*  
Secretary

*[Signature]*  
President

NORTHWESTERN BELL TELEPHONE COMPANY

*[Signature]*  
ASSISTANT SECRETARY

*[Signature]*  
DISTRICT ENGINEER

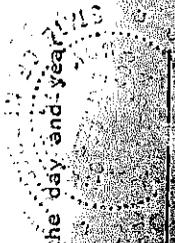
OMAHA PUBLIC POWER DISTRICT

*[Signature]*  
Assistant General Manager

... day of ... 19 ... before me the under-  
... and for said County personally came

... President of  
... be the President and the identical per-  
... and acknowledged the execution  
... and deed as such officer and the voluntary act  
... and that the Corporate Seal of said corporation was

... Seal at Omaha, in said County the day and year



4-75  
10 MAY 01  
Get  
172/124NA

THIS INSTRUMENT, made this \_\_\_\_\_ day of \_\_\_\_\_

CASTLES, INC., a Nebraska corporation  
hereinafter referred to as Grantor, and OMAHA PUBLIC POWER SYSTEM  
corporation, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation,  
collectively referred to as Grantees,

WITNESSETH:

THAT WHEREAS, Grantor is in the process of constructing and operating an apartment project located upon the following described real estate, to-wit:

lots 3, 4 and 5, Block 8, Sunnyslope 3rd Platting, First Addition, 2nd  
division as surveyed, platted and recorded in Douglas County, Nebraska

to which it holds fee simple title, and since it is not intended to dedicate streets, alleys, or public ways for public use, an easement is required on real estate in favor of Grantees so that Grantees may construct and operate and telephone installations necessary to supply such services to this project.

NOW THEREFORE, in consideration of the Grantees installing and operating to serve the said project, the Grantor does hereby grant to the Grantees successors and assigns, permanent licenses, easements and rights of way to maintain, operate, repair, relay and remove, at any time, service line crossings, guys and anchors and other instrumentalities and to extend the same for the carrying and transmission of electric current for light, heat and power, including all services of the Grantees to the improvements on the real estate, on, over, through, under and across a strip of land ten feet wide, being Five feet (5') on each side of and parallel to a line of utility structures, and at all times to enter upon, for said purposes, the real estate, and at all times to enter upon, for said purposes, the real estate, apartment structures and/or garages in accordance with the terms of the Development Plan which has been approved by the Board of Directors of Omaha Public Power System, and to use the same for the purposes hereinbefore stated.

...also easement and right of way under said Grantees.

...that it has good and lawful title to said real estate  
...the Grantees in the possession and use thereof herein granted.

...Grantor and Grantees further covenant, promise and agree, for them-  
...selves, heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time  
...construct, use or place on or below the surface of said land under which  
...any utility installations or facilities associated therewith are constructed,  
...structure, or pipeline, except walks, streets, parking areas or  
...and that it will not permit anyone else to do so.

2. Grantees agree to restore the surface of the soil excavated for any  
...thereof, to the original contour thereof as near as may be and to repair  
...the surface of any walks, streets, parking areas or driveways which may  
...disturbed for any purpose hereunder as near as may be. Such restorations,  
...or replacement shall be performed as soon as may reasonably be possible to

3. It is mutually agreed by and between the parties that Grantees may extend  
...facilities constructed hereunder from which service to said project is accom-  
...through and beyond said project for service to others beyond said project  
...as if said facilities were in dedicated streets, alleys or public ways.

4. It is mutually agreed by and between the parties that relocation of  
...any installation or appurtenance constructed hereunder requested by Grantor  
...necessary by a change of its development and construction of the project  
...be accomplished by Grantees if reasonably possible, but the expense of so  
...to be paid by Grantor, including costs on construction, surveys, recording  
...fees and other costs incurred.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on  
...day and year first above written.

CASTLES, INC., a Nebraska corporation

*[Signature]*  
Secretary

*[Signature]*  
President

NORTHWESTERN BELL TELEPHONE COMPANY

*[Signature]*  
ASSISTANT SECRETARY

*[Signature]*  
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

Assistant Secretary

NEBRASKA )  
COUNTY OF ) ss

Assistant General Manager

...day of ... 19... before me the under-  
...Public in and for said County personally came

...to me personally known to be the President and the identical per-  
...affixed to the above conveyance, and acknowledged the execution  
...voluntary act and deed as such officer and the voluntary act  
...corporation and that the Corporate Seal of said corporation was  
...authority

...Seal at Omaha, in said County the day and year

SUBJECT PUBLIC

10 DAY OF OCT 22 1924 675

THIS INSTRUMENT, made this \_\_\_\_\_ day of \_\_\_\_\_,

CASTLES, INC., a Nebraska corporation  
hereinafter referred to as Grantor, and DATA PUBLIC POWER DIS-  
TRIBUTION, INC., a Nebraska corporation, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation,  
collectively referred to as Grantees,

**WITNESSETH:**

THAT WHEREAS, Grantor is in the process of constructing and  
apartment project located upon the following described real estate,

lots 3, 4 and 5, Block 8, Sunnyslope 3rd Platting, First Addition,  
division as surveyed, platted and recorded in Douglas County,

to which it holds fee simple title, and since it is not intended to be  
streets, alleys, or public ways for public use, an easement is required  
real estate in favor of Grantees so that Grantees may construct and  
and telephone installations necessary to supply such services to this

NOW THEREFORE, in consideration of the Grantees installing  
to serve the said project, the Grantor does hereby grant to the Grantees  
cessors and assigns, permanent licenses, easements and rights of way  
maintain, operate, repair, relay and remove, at any time, service  
crossarms, guys and anchors and other instrumentalities and to be  
for the carrying and transmission of electric current for  
for the transmission of signals and sound of all kinds and  
including all services of the Grantees to the improvements on  
real estate, on, over, through, under and across a strip of land  
width, being five feet (5') on each side of and parallel to  
constructed, and at all times to enter upon, to install, to  
scribed real estate, accepting thereof to install, to install, to  
apartment building, for the purpose of installing, to install, to install,  
possibly, to install, to install, to install, to install, to install,

... this easement and right of way under said Grantees.

... that it has good and lawful title to said real estate ... in the possession and use thereof herein granted.

... and Grantees further covenant, promise and agree, for them-  
selves, successors and assigns, as follows:

... successors or assigns, agree that it will at no time  
use or place on or below the surface of said land under which  
installations or facilities associated therewith are constructed,  
trench, or pipeline, except walks, streets, parking areas or  
... it will not permit anyone else to do so.

... agree to restore the surface of the soil excavated for any  
to the original contour thereof as near as may be and to repair  
the surface of any walks, streets, parking areas or driveways which may  
be damaged for any purpose hereunder as near as may be. Such restorations,  
... shall be performed as soon as may reasonably be possible to

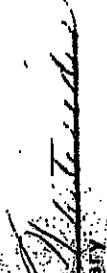
... mutually agreed by and between the parties that Grantees may extend  
... hereunder from which service to said project is accom-  
... and beyond said project for service to others beyond said project  
... facilities were in dedicated streets, alleys or public ways.

... mutually agreed by and between the parties that relocation of  
... or appurtenance constructed hereunder requested by Grantor  
... by a change of its development and construction of the project  
... by Grantees if reasonably possible, but the expense of so  
... by Grantor, including costs on construction, surveys, recording  
... and other costs incurred.

... WHEREOF, the parties have caused this easement to be signed on  
... and year first above written.

6.75

CASTLES, INC., a Nebraska corporation

  
Secretary

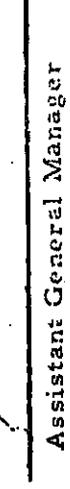
By   
President

NORTHWESTERN BELL TELEPHONE COMPANY

  
ASSISTANT SECRETARY

BY   
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

By   
Assistant General Manager

... day of ... 19 ... before me the under-  
... and for said County personally came

... President of  
... to be the President and the identical per-  
... the above conveyance, and acknowledged the execution  
... and held as such officer and the voluntary act  
... and that the Corporate Seal of said corporation was

... Seal of Omaha, in said County the day and year



10 (REV. 12/24/44) Oct 12/24/44 13

1285 508

# SUNNY SLOPE

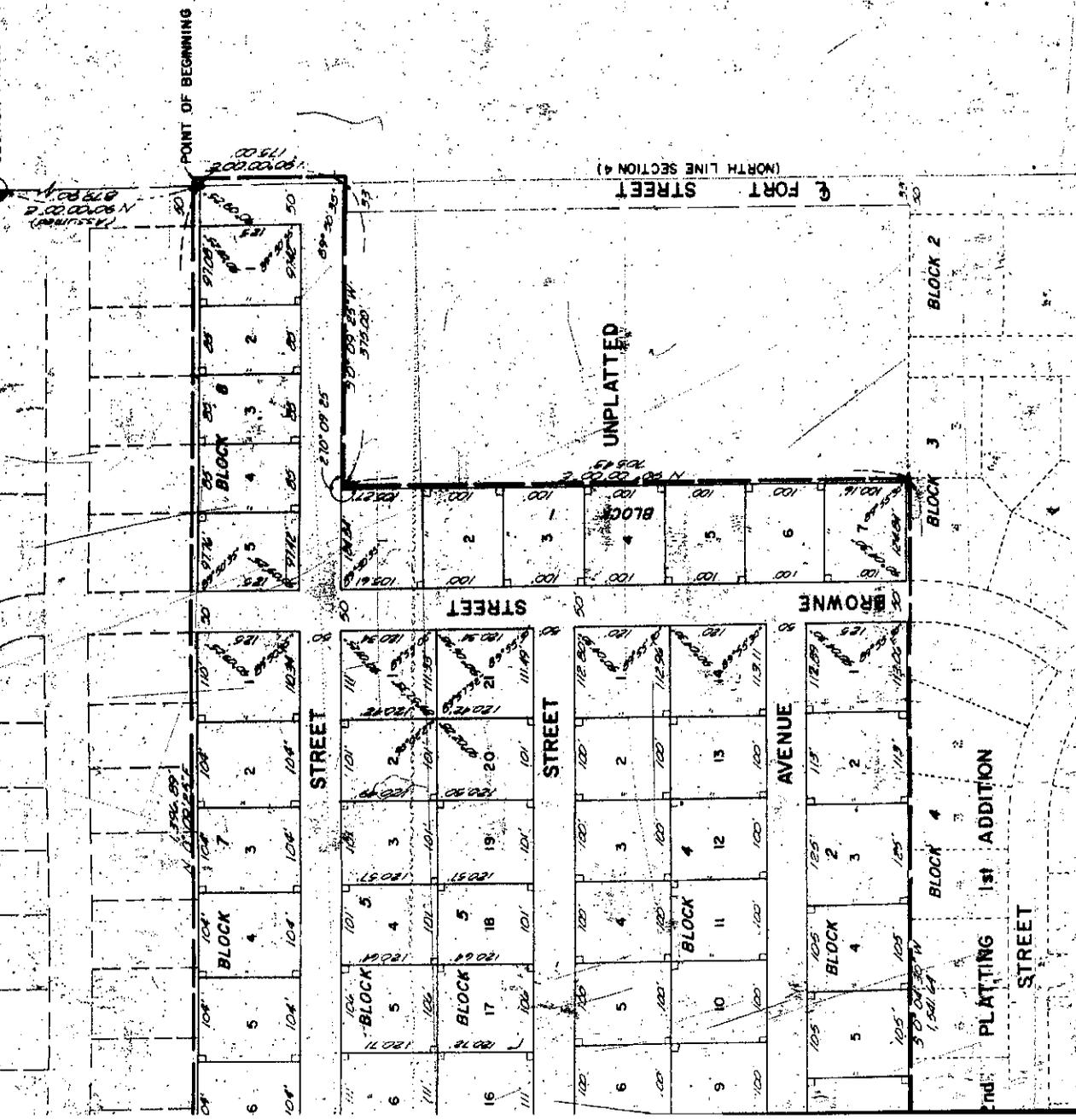
## 3RD PLATTING, 1ST ADDITION

SECTION IN THE NW 1/4 SECTION 4-T15N-R12E, DOUGLAS COUNTY, NEBRASKA



SCALE 1" = 100'

NW CORNER  
SECTION 4-T15N-R12E

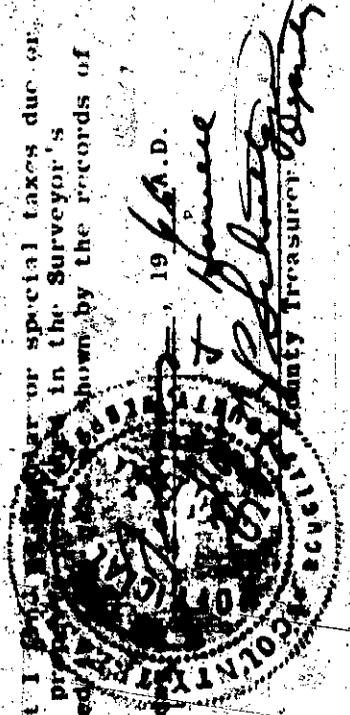


1285 504

COUNTY TREASURER'S CERTIFICATE

This is to certify that I have no claim or special taxes due or delinquent against the property shown in the Surveyor's Certificate and embraced in this office.

Dated this 25 day of February, 1969 A.D.



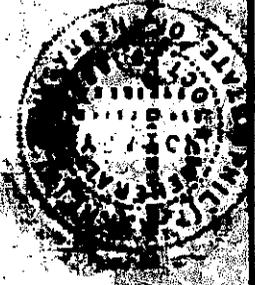
*Philip R. Kneiff*  
County Treasurer

CORPORATION ACKNOWLEDGEMENT

State of Nebraska ) SS  
County of Douglas )

On this 24th day of February, 1969 A.D. before me a Notary Public, in and for said County, personally came the above named Howard C. Larsen, President and Maxine Jort Larsen, Secretary, of Larsen and Larsen, Inc., a Nebraska Corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledge the execution thereof to be their voluntary act and deed as such Officers and the voluntary act and deed of said Corporation and the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and official seal the last date aforesaid.



*Philip R. Kneiff*  
Notary Public  
on the 19th day of October, 1969 A.D.

Douglas County  
SURVEYOR'S OFFICE  
*James J. ...*

1285-510

OMAHA CITY COUNCIL ACCEPTANCE

This plat of SUNNY SLOPE, 3RD PLATTING, 1ST ADDITION, was approved and accepted by the City Council of Omaha on this 14th day of April, 1966 A.D.

Al Rausan  
Mayor



APPROVAL OF CITY PLANNING BOARD

This plat of SUNNY SLOPE, 3RD PLATTING, 1ST ADDITION, was approved by the City Planning Board of the City of Omaha on this 16th day of MARCH, 1966 A.D.

Orman D. M. [Signature]  
Chairman, City Planning Board

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of SUNNY SLOPE 3RD PLATTING, 1ST ADDITION this 14th day of MARCH, 1966 A.D.

[Signature]  
City Engineer

**SUNNY SLOPE  
3RD PLATTING, 1ST ADDITION  
A SUBDIVISION IN THE NW 1/4 SEC. 4-T15N-R12E, DOUGLAS COUNTY, NEBRASKA**

1285-511

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Howard C. Larsen, President, and Maxine Jort Larsen, Secretary, of Larsen and Larsen, Inc., a Nebraska Corporation, sole owners and proprietors; Emma M. Christopherson, Mortgagee of the land described in the Surveyor's Certificate and embraced within this plat, have caused the same to be subdivided into lots, blocks and streets, said subdivision to be known as **SUNNY SLOPE 3RD PLATTING, 1ST ADDITION**, the blocks and lots numbered as shown and we approve the disposition of the property as shown on this plat and we hereby dedicate to the public for public use the streets as shown herein. We do further grant a perpetual license in favor of and granting to the Omaha Public Power District and the Northwestern Bell Telephone Company their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, crossarms, 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, upon or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision) said license being granted for the use and benefit of all present and future owners of lots in said subdivision: provided, however, that said side lot line easement is granted upon the specific condition that if both utility companies fail to construct poles and wires along any of said side lot lines within 36 months of the date hereof, or if any poles or wires are constructed but hereafter 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.

IN WITNESS WHEREOF, we do hereunto set our hands this 24<sup>th</sup> day of Feb, 1966 A.D.

**HOWARD C. LARSEN AND LARSEN, INC.**

*Howard C. Larsen*  
 Howard C. Larsen, President and Secretary  
 Maxine Jort Larsen

Mortgagee:

*Emma M. Christopherson*  
 Emma M. Christopherson



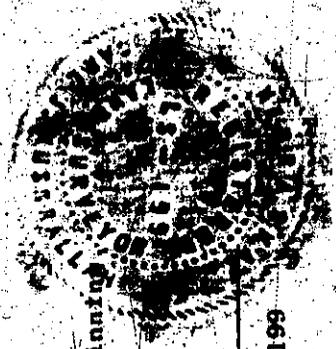
1957-519

SURVEYOR'S CERTIFICATE

I, Carl J. Nussrallah, a Registered Land Surveyor in the State of Nebraska, do hereby certify that I shall accurately survey, and I shall install permanent iron pins at the corners of all lots, blocks, streets, angle points, and the ends of all curves upon completion of the grading, and that a bond has been furnished the City of Omaha, Nebraska; in order to insure the placing of permanent monuments and iron pipes as shown on this plat of **SUNNY SLOPE 3RD PLATTING, 1ST ADDITION**. The limits and boundaries of said subdivision are as follows:

A tract of land lying wholly within the Northwest Quarter of Section 4, all in Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska and more particularly described as follows:

Beginning at a point on the North line of said Section 4, said point being 879.90 feet East of the NW Corner of said Section 4; thence N 90°00'00" E (Assumed) along the North line of said Section 4 a distance of 175.00 feet to a point; thence S 0°00'25" W a distance of 375.00 feet to a point; thence N 90°00'00" E a distance of 1541.64 feet to a point; thence S 0°04'30" W a distance of 882.64 feet to a point; thence S 89°54'52" W a distance of 125.00 feet to a point; thence N 0°08'25" E a distance of 76.89 feet to a point; thence N 59°21'24" W a distance of 180.45 feet to a point; thence N 30°38'36" E a distance of 50.16 feet to a point; thence N 35°09'26" E a distance of 128.00 feet to a point; thence N 59°21'24" W a distance of 110.86 feet to a point; thence N 30°38'36" E a distance of 1396.89 feet to the point of beginning; thence N 0°09'25" E a distance of 32.85 acres.



Date Feb 25, 1966 Carl J. Nussrallah  
Registered Land Surveyor L.S. 199

ACKNOWLEDGMENT OF NOTARY

State of Nebraska )  
County of Douglas )

On this 24 day of February, 1966 A.D., before me a Notary Public in and for said County came Ernest M. Christopherson, who is personally known to me to be the identical person whose name is affixed to the dedication on this plat and she acknowledges the signing of said dedication to be her voluntary act and deed.

WITNESS my hand and official seal the last date aforesaid.

My Commission Expires the 19<sup>th</sup> day of October, 1969 A.D.  
Philip R. King  
Notary Public



PLAT

DESIGNED:	J.L.A.	DRAWN:	J.L.A.
DATE:	FEB	BY:	ERNEST

Sunny Slope 3rd Flattung 1st add

Plat and Dedication  
Filed 5-4-66, in Book 1885 Page 507 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 5 foot wide strip of land adjoining Rear 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) \_\_\_\_\_ for utility,  
 Also grants an easement to Metropolitan Utilities District \_\_\_\_\_  
 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 5-4-66, in Book 437 at Page 71, 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 5 foot wide strip of land adjoining Rear 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) \_\_\_\_\_ for utility,  
 Also grants an easement to Metropolitan Utilities District \_\_\_\_\_  
 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 #1 To Deal of Granada Townhomes  
 Dated 2-15-74 Filed 2-15-74 Book 532 at Page 381, Instrument No. 525-331 00000.

ENS 514-657 filed 9-7-72 Copy  
DEAL 585-331 filed 8-7-73 add to granda Townhouse Assoc,  
NWBTC, MUD & CPPD An easement together with right of  
egress, ingress for private sewer, telephone, gas, water, electric,  
public sewer, or other utility conduits

Am#2 Deal 543-691 filed 10-17-72 to 525-331

Sunny Slope 3rd Flattung 1st add

Plat and Dedication  
Filed 5-4-66, in Book 1885 Page 507, 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 \_\_\_\_\_

\_\_\_\_\_ *adjoining rear*  
 a 5 foot wide strip of land ~~abutting~~ the ~~front~~ and the side boundary lines of all lots;  
 an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.  
 Does it include the following?? Yes or No (Circle One) \_\_\_\_\_ for utility,  
 Also grants an easement to Metropolitan Utilities District \_\_\_\_\_  
 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 5-4-66, in Book 437 at Page 71, Instrument No. \_\_\_\_\_  
 Omaha Public Power District,  
 U.S. West Communications  
 Northwestern Bell Telephone Company  
 and any cable company granted a cable television franchise system,  
 and /or \_\_\_\_\_

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

or *adjoining rear*  
 a 5 foot wide strip of land ~~abutting~~ the ~~front~~ and the side boundary lines of all lots;  
 an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
 and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.  
 Does it include the following?? Yes or No (Circle One) \_\_\_\_\_ for utility,  
 Also grants an easement to Metropolitan Utilities District \_\_\_\_\_  
 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 #1 To Deal of Granada Townhomes  
 Dated 2-15-74 Filed 2-15-74 Book 538 at Page 381, Instrument No. 525-331 *0000*

*Eas 514-057 filed 9-7-72 Copy*  
 Deal 525-331 filed 8-7-73 *adverse to Granada Townhouse Assoc.*  
 NWBTC, MUD & OPPD an easement together with right of  
 ingress, egress for private sewer, telephone, gas, water, electric,  
 public sewer, or other utility conduits.

Am #2 Deal 543-691 filed 10-17-72 to 525-331

Sunny Slope Bre-Planting 1st Add.

Plat and Dedication Filed 5-4-62, in Book 1885 at Page 507, 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 \_\_\_\_\_ of \_\_\_\_\_

a 5 foot wide strip of land <sup>abutting</sup> 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) \_\_\_\_\_ for utility, Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ foot wide strip of land 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 5-4-62, in Book 427 at Page 91, 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 5 foot wide strip of land abutting the front and the side boundary lines of all lots; an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots; and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One) \_\_\_\_\_ for utility, Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ foot wide strip of land 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 #1 E. Deed of Breanna Bushman  
Dated 2-17-71 Filed 2-17-71 Book 539 at Page 281, Instrument No. 525-331  
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ONE 204-007 Filed 9-7-70 Copy  
DEED 535-331 filed 8-17-73 add to grade, boundary Assoc,  
Northwestern Bell Telephone Company  
Public Utility Commission  
Public Utility Commission  
Public Utility Commission

Final Deed 543-691 filed 10-14-72 to 535-331