

8

DECLARATION OF PROTECTIVE COVENANTS

JAMES INVESTMENT CO. (a corporation organized and existing under and, by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska) does hereby adopt and impose upon each and all of the lots hereinabove described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots, and each of them, described as follows:

Lots 21 thru 27 inclusive, Block 8; Lots 1 thru 52 inclusive, Block 12; Lots 8 thru 25 inclusive, and Lots 30 thru 45 inclusive, Block 13, Tomahawk Hills, 4th Addition, Douglas County, Nebraska

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one-half or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 5 feet inside of street curb, except along Tomahawk Boulevard the public sidewalk should be located 3 feet inside the pavement curb on each side of the street.

7. 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.

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

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

11. The covenants and restrictions herein contained shall run with the land and be binding upon all persons for a period of 10 years from date hereof. At the expiration of said period, they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provisions hereof shall bind and inure to benefit of the undersigned, its successors and assigns, and all its grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owner of the above described real estate, has platted and divided it into lots and blocks, and by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyances by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

IN TESTIMONY WHEREOF the said James Investment Co. has caused these presents to be executed in its corporate name by its President and its Assistant Secretary and its corporate seal to be hereunto affixed this 29th day of September, 1961.

WITNESSES:

JAMES INVESTMENT CO.

James R. Wyatt
Judy O'Connell

Rolland E. Tulien
James R. Wyatt
Rolland E. Tulien

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 29th day of September, 1961, before me, a Notary Public within and for Ramsey County, personally appeared James R. Wyatt and Rolland E. Tulien, to be personally known, who, being duly sworn did say that they are respectively the President and Assistant Secretary of the corporation named in the foregoing instrument and that the instrument to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said James R. Wyatt and Rolland E. Tulien did so sign the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation.

Carroll A. Nichols
NOTARY PUBLIC
My Commission Exp. Sept. 1, 1964

CARROLL A. NICHOLS
NOTARY PUBLIC
My Commission Exp. Sept. 1, 1964

112
112
Private
RECEIVED

1961 OCT 11 AM 9 28



THE STATE OF NEBRASKA)
DEPARTMENT OF STATE)
DOUGLAS COUNTY)
An original copy of the report of the
Details of said County and its
BOOK
Page
643
Chambers

2800

10

2800

10

*Substantiated to a limited extent
22, 1961, and signed 16
Sept 1961*

EASEMENT

~~RECORDED BY THESE PRESENTS:~~

That for and in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and other valuable considerations, JAMES INVESTMENT CO., a Minnesota corporation, does hereby grant to the OMAHA PUBLIC POWER DISTRICT, a political subdivision of the State of Nebraska, and to NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, their successors and assigns, a permanent and perpetual easement to construct and maintain electric and telephone utilities as follows:

(A) Along, across, over and under the rear or Northerly Five (5) feet of Lots Sixteen (16) through Nineteen (19), inclusive, the North Five (5) feet of Lots Twenty-one (21) through Thirty (30), inclusive, the Southwesterly Five (5) feet of Lot Twenty-one (21), the Northeasterly Five (5) feet of Lots Nineteen (19) and Twenty (20), the East Five (5) feet of Lot Twenty-eight (28), the West Five (5) feet of Lot Twenty-nine (29), the East Two (2) feet of Lot Twenty-four (24), the West Two (2) feet of Lot Twenty-five (25), and that part of Lot Thirty (30) more particularly described as follows: A strip of land Four (4) feet in width being Two (2) feet on either side of the following described line: Beginning at a point on the North line of said Lot Thirty (30), said point being Fifteen (15) feet West of the Northeast corner of said Lot Thirty (30), thence Southeasterly on a straight line to the Southeast corner of said Lot Thirty (30) and there terminating, all in Block Seven (7), Tomahawk Hills 4th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

(B) Along, across, over and under the North Five (5) feet of Lot Twenty-one (21), the rear or Easterly Five (5) feet of Lots Twenty-one (21) through Twenty-three (23), inclusive, the rear or Northerly Five (5) feet of Lots Twenty-four (24) through Twenty-seven (27), inclusive, the Easterly Five (5) feet of the Northerly Twenty-five (25) feet of Lot Twenty-five (25), the Westerly Five (5) feet of the Northerly Twenty-five (25) feet of Lot Twenty-six (26), all in Block Eight (8), Tomahawk Hills 4th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

(c) Along, across, over and under the rear Five (5) feet of Lots Two (1) through Twenty-one (21), inclusive, the rear Five (5) feet of Lots Twenty-two (22) and Twenty-three (23), the rear Five (5) feet of Lots Twenty-six (26) through Twenty-six (46), inclusive, the Northeasterly or rear Five (5) feet of Lots Forty-seven (47) through Fifty (50), inclusive, the rear Five (5) feet of Lot Fifty-three (53), the South Five (5) feet of Lots One (1) and Twenty-two (22), the Northerly Five (5) feet of Lots Fifty-one (51) and Fifty-three (53), the South and Five (5) feet/the Southwesterly or rear Five (5) feet of Lot Fifty-two (52). That part of Lot Fifty-one (51) more particularly described as follows: A strip of land Four (4) feet in width, being Two (2) feet on either side of the following described line: Beginning at the Northeast corner of said Lot Fifty-one (51), thence Southwesterly on a straight line to the Southeast corner of said Lot Fifty-one (51) and there terminating. The North Five (5) feet of Lot Twenty-one (21), the West Five (5) feet of the South Twenty-five (25) feet of Lot Twenty-three (23), the East Five (5) feet of the South Twenty-five (25) feet of Lot Twenty-four (24), the North Five (5) feet of the East Sixty (60) feet of Lot Twenty-six (26), the Westerly Two (2) feet of Lot Two (2), the Easterly Two (2) feet of Lot Three (3), the Northwesterly Two (2) feet of Lot Seven (7), the Southeasterly Two (2) feet of Lot Eight (8), the West Two (2) feet of Lot Twenty-two (22), the East Two (2) feet of Lot Twenty-three (23), the Southeasterly Two (2) feet of Lot Twenty-eight (28), the Northwesterly Two (2) feet of Lot Twenty-nine (29), the Southeasterly Two (2) feet of Lot Thirty-two (32), the Northwesterly Two (2) feet of Lot Thirty-three (33), the West Five (5) feet of the South Twenty-five (25) feet of Lot One (1), the West Five (5) feet of the South Twenty-five (25) feet of Lot Two (2), and that part of Lots Forty-two (42) and Forty-three (43) more particularly described as follows: A strip of land Four (4) feet in width being Two (2) feet on either side of the following described line: Beginning at the most Southerly corner of said Lot Forty-two (42), thence Northeasterly along the common boundary line of said Lots Forty-two (42) and Forty-three (43) to the most Northerly corner of Lot Forty-three (43) and there terminating. That part of Lots Thirty (30) and Thirty-one (31) more particularly described as follows: A strip of land Ten (10) feet in width, being Five (5) feet on either side of the following described line: Beginning at the most Northerly corner of said Lot Thirty (30), thence Southwesterly

along the common boundary line of said Lots Thirty (30) and Thirty-one (31), a distance of Twenty-five (25) feet and there terminating. That part of Lots Thirty-four (34) and Thirty-five (35) more particularly described as follows: A strip of land Ten (10) feet in width, being Five (5) feet on either side of the following described line: Beginning at the most Easterly corner of said Lot Thirty-four (34), thence Southwesterly along the common boundary line of said Lots Thirty-four (34) and Thirty-five (35) a distance of Twenty-five (25) feet and there terminating. That part of Lots Forty-six (46) and Forty-seven (47) more particularly described as follows: A strip of land Ten (10) feet in width, being Five (5) feet on either side of the following described line: Beginning at the most Easterly corner of said Lot Forty-six (46), thence Southwesterly along the common boundary line between said Lots Forty-six (46) and Forty-seven (47), a distance of Twenty-five (25) feet and there terminating. That part of Lots Forty-nine (49) and Fifty (50) more particularly described as follows: A strip of land Ten (10) feet in width, being Five (5) feet on either side of the following described line: Beginning at the most Easterly corner of said Lot Forty-nine (49), thence Southwesterly along the common boundary line of said Lots Forty-nine (49) and Fifty (50), a distance of Twenty-five (25) feet and there terminating. That part of Lots Fifty (50) and Fifty-one (51) more particularly described as follows: A strip of land Ten (10) feet in width, being Five (5) feet on either side of the following described line: Beginning at the most Easterly corner of said Lot Fifty (50), thence Southwesterly along the common boundary line of said Lots Fifty (50) and Fifty-one (51), a distance of Twenty-five (25) feet and there terminating, all in Block Twelve (12), Tomahawk Hills 4th Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

(D) Along, across, over and under the South Five (5) feet of Lots Eight (8), Nine (9), Ten (10), the North Five (5) feet of Lot Eleven (11), the rear Five (5) feet of Lots Eleven (11) through Twenty-five (25), inclusive, the rear or Southwesterly Five (5) feet of Lot Thirty (30), the West Five (5) feet of Lot Thirty-one (31), the East Five (5) feet of the South Sixty (60) feet of Lot Thirty-three (33), the South Five (5) feet of said Lot Thirty-three (33), the Southwesterly Five (5) feet of said Lot Thirty-three (33), the rear Five (5) feet of Lots Thirty-three (33) through Thirty-eight (38), inclusive, the Westerly and the North Five (5)

the South Sixty (60) feet, the West Five (5) feet of Lots Forty (40), Forty-two
and Forty-three (42 & 43), the South Two (2) feet of Lot Thirty-one (31), the North
and the West and the Easterly Five (5) feet of the rear Twenty-five (25) feet
of Lot Twenty-three (23), the South Two (2) feet of Lot Thirty-two (32),
the West Two (2) feet of Lot Thirty-one (31), the South Two (2) feet of Lot Thirty-two (32),
the West Two (2) feet of Lot Thirty-two (32), the East Two (2) feet of Lot Thirty-
three (33) lying North of the South Sixty (60) feet, the Southeasterly Two (2)
feet of Lot Forty-three (43), the Northwesterly Two (2) feet of Lot Forty-four
(44), the Southeasterly Two (2) feet of the rear Twenty-five (25) feet of Lot
Twelve (12), the Northwesterly Two (2) feet of the rear Twenty-five (25) feet of
Lot Thirteen (13), the Southeasterly Two (2) feet of the rear Twenty-five (25)
feet of Lot Sixteen (16), the Northwesterly Two (2) feet of the rear Twenty-five
(25) feet of Lot Seventeen (17), the Southeasterly Two (2) feet of the rear
Twenty-five (25) feet of Lot Twenty-three (23), the Northwesterly Two (2) feet of
the rear Twenty-five (25) feet of Lot Twenty-four (24), and that part of Lot
Twenty-five (25) more particularly described as follows: A strip of land Five (5)
feet in width lying Northwesterly of the following described line: Beginning at
the west Southerly corner of said Lot Twenty-five (25), thence Northeasterly along
the Southeasterly line of said Lot Twenty-five (25) a distance of 40.55 feet to
the actual point of beginning of the line to be described, thence continuing
Northwesterly on the Southeasterly line of said Lot Twenty-five (25) a distance
of Twenty-five (25) feet and there terminating, all in Block Thirteen (13),
Block Hills 4th Addition, a subdivision in Douglas County, Nebraska, as surveyed,
and recorded.

The provisions hereof shall bind the grantor, its successors and assigns.

James Investment Co., said James Investment Co. has caused these presents

to be made in its corporate name and by its President and its Assistant

Secretary and the seal to be hereunto affixed this 7 day of

JAMES INVESTMENT CO.

BY *James Myatt*
Its President

BOOK 367 PAGE 71

On the 20th day of July, 1961, before me the undersigned, a Notary Public in the State of Minnesota, personally came James R. Wyatt and Rolland L. Johnson, who respectively stand to be the President and the Assistant Secretary of said corporation and the identical persons whose names are affixed to the above document, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said James Investment Co., and that the corporate seal of the said James Investment Co. was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at St. Paul, Minnesota, in said county the day and year last above written.

Carolyn A. Mitchell
Notary Public

My Commission expires:

CAROLYN A. MITCHELL
Notary Public, Ramsey County, Minn.
My Commission Expires July 30, 1967.

SEARCHED INDEXED SERIALIZED FILED AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
1961 AT 4:06 P.M. THOMAS J. O'CONNOR REGISTER OF DEEDS
15 *75*

TOMAHAWK HILLS

4TH ADDITION

11114 PAGE 200

CURVE DATA

CURVE ①
 A: 51°26'16"
 D: 16°25'30"
 R: 100.000
 T: 37.03
 L: 72.52

CURVE ②
 A: 36°23'15"
 D: 19°09'36"
 R: 300.000
 T: 90.00
 L: 190.52

CURVE ③
 A: 30°17'00"
 D: 12°43'55"
 R: 250.00
 T: 121.71
 L: 237.00

CURVE ④
 A: 14°05'05"
 D: 11°27'36"
 R: 500.000
 T: 61.75
 L: 122.52

CURVE ⑤
 A: 15°41'20"
 D: 300.000
 R: 100.936
 T: 249.17
 L: 523.04

EAST PROPERTY LINE ⑥
 A: 29°53'42"
 D: 32°30'01"
 R: 125.00
 T: 29.03
 L: 52.79

CURVE ⑦
 A: 77°51'59"
 D: 57°17'06"
 R: 100.000
 T: 88.00
 L: 135.99

CURVE ⑧
 A: 31°09'55"
 D: 22°55'05"
 R: 200.000
 T: 69.76
 L: 135.90

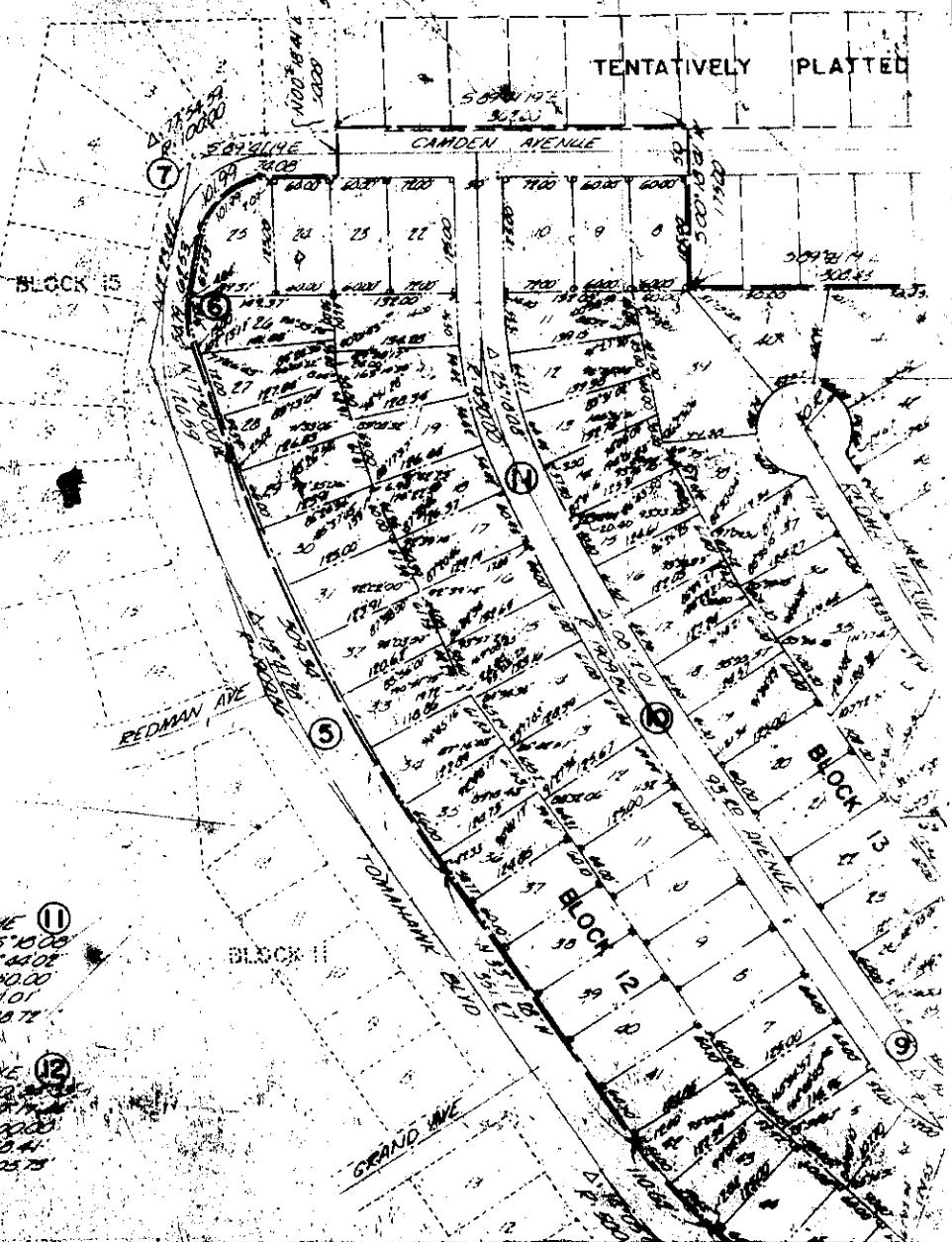
CURVE ⑨
 A: 56°32'12"
 D: 35°38'00"
 R: 175.000
 T: 92.16
 L: 171.02

CURVE ⑩
 A: 0°10'00"
 D: 100.000
 R: 100.000
 T: 100.00
 L: 210.00

BLOCK 12
 AND PART OF BLOCKS 7, 8 AND 13.

FORT STREET
 SECTION LINE

TENTATIVELY PLATTED



FORT STREET
SECTION LINE

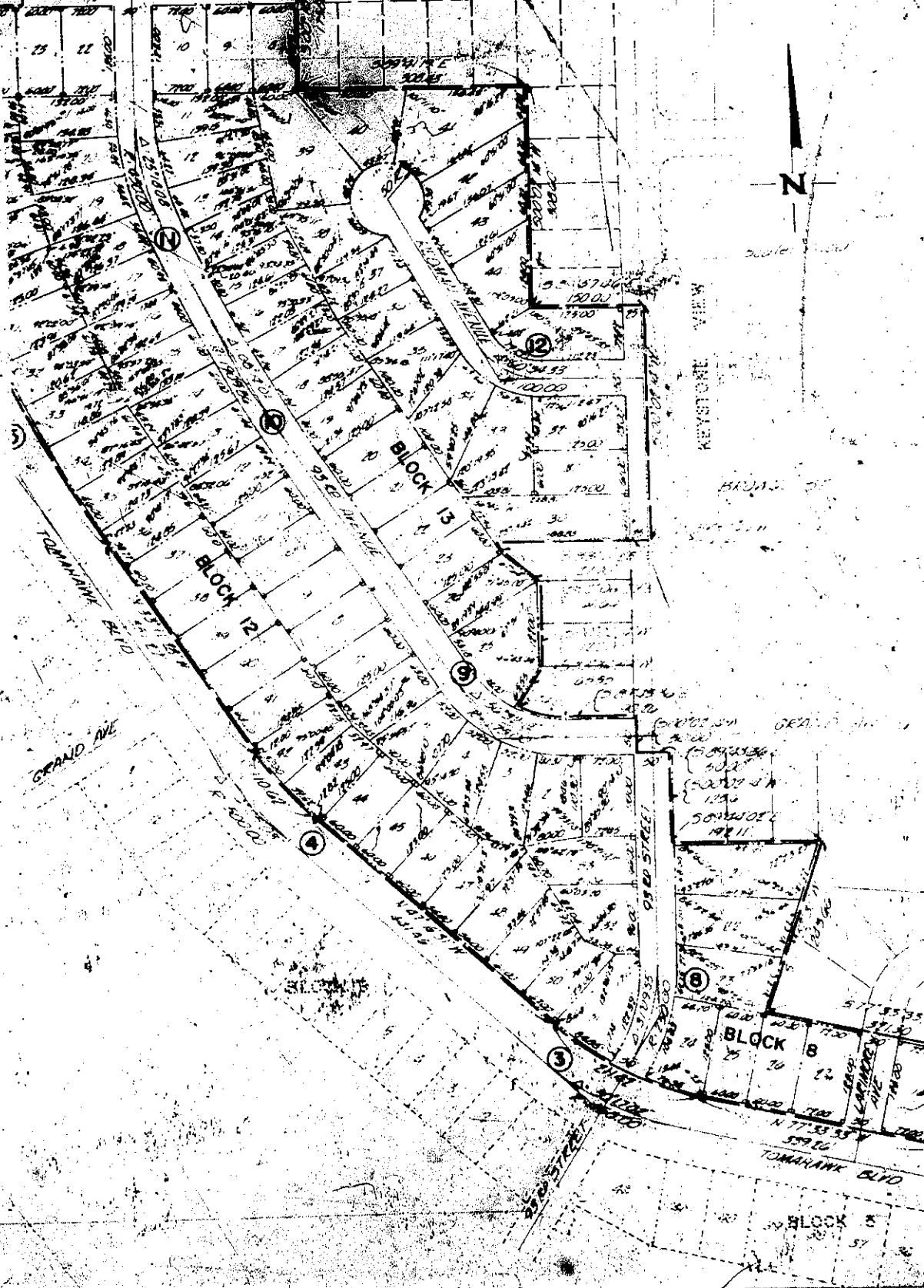
1114 77

TENTATIVELY PLATTED

5000' YDE

5000'

CAMDEN AVENUE



APPROVAL OF CITY PLANNER OF OMAHA

I hereby approve the plot of land known as the 6th addition
Block 12 and part of Blocks 7, 8 and 13 on the day of
March 12, 1941.

A. P. Anderson
City Engineer

OMAHA CITY COMMISSIONER IN CHARGE

This plot of land known as the 6th addition Block 12 and
part of Blocks 7, 8 and 13 was approved by the
City Council of the City of Omaha on March 12, 1941.

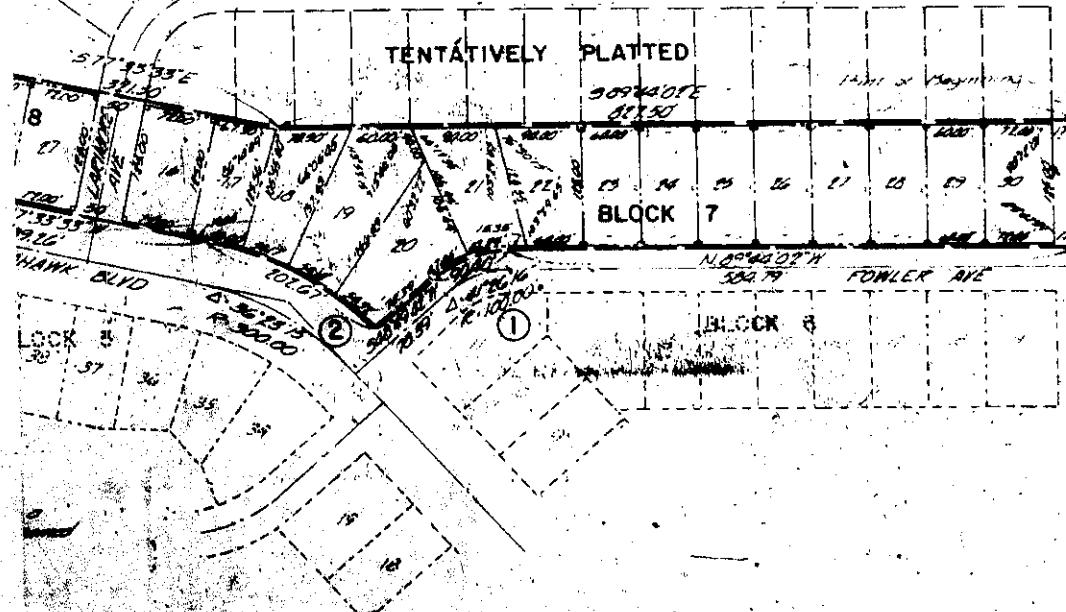
W. W. Moore
Mayor

ACKNOWLEDGEMENT OF GRADING

I hereby certify that the streets within this plot are
graded to the grades approved by the City Engineer and
filed with the City, dated this 1 day of March 1941.

E. J. Thompson
Surveyor, O.C.

RAND AVE



DEDICATION

1114 223

Dear Mr. & Mrs. E. M. Jones,
We are James P. Mohr and John C. Mohr, respectively the
President and Vice President of Jones Investment Co.,
Minneapolis, Minnesota, and on behalf of our organization, we offer you
our hearty congratulations on your marriage. We are sure
you will be happy in your new home and we wish you
many years of happiness and success.

John C. Mohr and James P. Jones, Presidents
of Jones Investment Co., Minneapolis, Minnesota
March 28, 1914.

Jones Investment Co.

James P. Mohr
President and Vice President

John C. Mohr
Vice President

John C. Mohr
Vice President

CORPORATION ACKNOWLEDGEMENT

State of Minnesota

County of Anoka 355

On this 28 day of Fece 1914, we the undersigned
John C. Mohr, Vice President, and John C. Mohr,
President, of Jones Investment Co., Minneapolis,
Minnesota, do hereby acknowledge to the State Auditor
and the Secretary of State of Minnesota,
the enclosed statement as true to the best of our
knowledge and belief, and we further declare
and warrant that the same is made in good faith
and is true in all respects.

COUNTY TREASURER'S CERTIFICATE

I, John C. Mohr, County Treasurer of Anoka County, Minnesota,
do hereby certify that I find no regular or general taxes
due and owing by the above named persons to the
State of Minnesota, or to the County of Anoka.

John C. Mohr
County Treasurer

John C. Mohr
County Treasurer

THE SURVEYOR'S CERTIFICATE

I, Charles H. Marin, Registered Land Surveyor of the State of Nebraska, do hereby certify, that I have accurately surveyed and staked with iron pipes, all corners of all lots, streets, angle points and the ends of all curvies as shown on this plot of TOMAHAWK HILLS ADDITION, Block 12 and Part of Blocks 7, 8, and 13. The limits and boundaries of said block and part blocks are as follows:

A tract of land lying wholly within the West 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 15 North, Range 12 East of the C.M. & P.M. Douglas County, Nebraska, and more particularly described as follows:

Beginning at a point on the west R.O.W. line of 90th Street, said point being 873.33 feet northerly and 33.00 feet westerly of the Southeast corner of the Northwest 1/4 of said Section 3, thence 500° 09' 57" W along the west R.O.W. line of 90th Street, parallel to the east line of the NW 1/4, a distance of 125.00 feet, thence N 89° 00' 02" W, a distance of 384.79 feet to a point, thence southwesterly along a curve to the left, said curve having a radius of 185.00 feet, a distance of 90.00 feet to a point, thence 540° 09' 42" W a distance of 70.59 feet to a point, thence northerly a long a curve to the left, said curve having a radius of 350.00 feet, a distance of 202.67 feet to a point, thence N 77° 53' 35" W a distance of 539.26 feet to a point, thence northwesterly along a curve to the right, said curve having a radius of 400.00 feet, a distance of 214.49 feet to a point, thence N 87° 14' 51" W a distance of 241.46 feet to a point, thence northwesterly along a curve to the right, said curve having a radius of 450.00 feet, a distance of 110.62 feet to a point, thence N 77° 11' 20" W a distance of 351.27 feet to a point, thence northwesterly along a curve to the right, said curve having a radius of 185.00 feet, a distance of 90.94 feet to a point, thence N 77° 30' 00" W a distance of 126.59 feet to a point, thence northwesterly along a curve to the right, said curve having a radius of 105.00 feet, a distance of 54.79 feet to a point, thence N 18° 23' 47" E a distance of 625.3 feet to a point, thence northeasterly along a curve to the right, said curve having a radius of 75.00 feet, a distance of 101.99 feet to a point, thence S 89° 41' 19" E a distance of 74.08 feet to a point, thence N 00° 18' 41" E a distance of 30.00 feet to a point, thence S 89° 41' 19" E a distance of 368.00 feet to a point, thence 500° 18' 21" W a distance of 175.00 feet to a point, thence S 89° 41' 19" E a distance of 308.43 feet to a point, thence S 00° 02' 14" W a distance of 300.00 feet to a point, thence S 89° 57' 46" E a distance of 150.00 feet to a point, thence S 00° 02' 14" W a distance of 317.81 feet to a point, thence N 89° 57' 46" W a distance of 213.85 feet to a point, thence S 93° 14' 28" E a distance of 27.70 feet to a point, thence S 58° 06' 29" E a distance of 61.64 feet to a point, thence S 00° 02' 14" W a distance of 122.00 feet to a point, thence S 53° 38' 53" W a distance of 620.5 feet to a point, thence southeasterly along a curve to the left, said curve having a radius of 150.00 feet, a distance of 74.01 feet to a point, thence S 09° 09' 36" E a distance of 92.86 feet to a point, thence S 00° 02' 14" W a distance of 22.00 feet to a point, thence S 09° 09' 36" E a distance of 12.00 feet to a point, thence 500° 02' 14" W a distance of 123.41 feet to a point, thence S 89° 44' 02" E a distance of 192.11 feet to a point, thence S 18° 32' 31" W a distance of 203.66 feet to a point, thence S 77° 39' 33" E a distance of 381.30 feet to a point, thence S 89° 44' 02" E a distance of 827.50 feet to the Point of Beginning and containing 28.79 acres more or less.

Date April 1 AD 1964

Charles H.
Marin

1114

My commission cap. April 1962 A.D. 1962

CORPORATE AGREEMENT

State of Nebraska 1962
County of Douglas

On the 20 day of Feb AD 1962, before me, the undersigned, a Notary Public, by and for said County personally came the above named H.E. Baile, President, and Jerry E. Ros, Vice President and Cashier of the Bank of Bonhamton, (a corporation), who personally appeared to me to be the identical persons whose names are affixed to the within instrument as President and Vice President and Cashier of said Corporation, and they acknowledged the same to be their voluntary act and deed, and that they had signed and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation was affixed thereto by its authority.

Witness my hand and official seal the date last written:

James K. Hubbard
Notary Public

This instrument expires on 20 day of April A.D. 1962

KIRKHAM MICHAEL B. ASSOCIATES
ENGINEERS ARCHITECTS
OMAHA RAPID CITY FARGO

9. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN BONHAM COUNTY, NEBRASKA
19 day April 1961 1215A

32 75

Tomahawk Hill 4th

Plat and Dedication:

Filed 4-19-61, in Book 114 at Page 220, 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

No eas

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

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 10-11-61, in Book 370 at Page 043, Instrument No. _____

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and/or

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

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

*Easement for installation and maintenance of utility
and drainage facilities*

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____ Book _____ at Page _____, Instrument No. _____

*Easement granted to OPPD, NWBTC, to construct and
maintain electric, and telephone utilities along access
over, and under the Westerly and the North Side of lot 30*

Tomahawk Hills 4th Add

Plat and Dedication

Filed 4-19-64, in Book 1114 at Page 220, 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

No easel

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

or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary line of all interior lots;

and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

X Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

Protective Covenants

or

Filed 10-11-61, in Book 370 at Page 643, Instrument No. _____

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,

and /or

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

or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary line of all interior lots;

and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement for installation and maintenance of
utility and drainage facilities

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated 7-7-61 Filed 7-14-61 Book 367 at Page 697, Instrument No. _____

Easement granted to OPPD NWBTC to construct and
maintain electric and telephone utilities
along, across, over, and under the rear 5ft of Lot 2 three 21