

79-731

BOOK 504 PAGE 527

RESTRICTIVE COVENANTS

The undersigned, being the owner of the property described herein, in order to establish a uniform plan for the development thereof, does hereby declare the following covenants and restrictions on the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

References herein to Stony Brook shall include lots in Stony Brook Replat.

1. Said lots shall be used only for single family residential dwelling purposes and for accessory structures incidental thereto and for public park and non-profit recreational, church or school purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. 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 animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any of said lots.

No fences shall be erected unless and until written approval therefor is obtained from the Architectural Committee.

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within Stony Brook or upon streets in Stony Brook must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in Stony Brook. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement has been granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, as provided in the recorded plat of Stony Brook.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at any time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

All driveways constructed on any of said lots shall be constructed of concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet on any

one level for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted, except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 7 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear, for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, including garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side yards, rear yards and front yards shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the Architectural Committee, but in any event concrete brick must be painted.

10. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Architectural Committee as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the Architectural Committee. The restrictions of this paragraph 10 shall terminate on July 1, 1976.

11. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

12. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

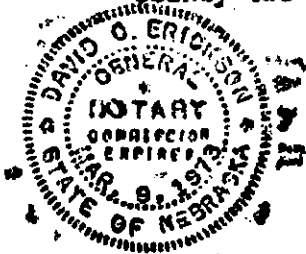
13. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential

BOOK 504 PAGE 531

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DOUGLAS    )

On this 11<sup>th</sup> day of October, 1971,  
before me, the undersigned, a notary public in and for said  
County, personally came JOHN J. MORITZ, President of Stony  
Brook, Inc., to me personally known to be the President of  
said corporation and the identical person whose name is affixed  
to the foregoing Restrictive Covenants, 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 year last above written.



David O. Erickson  
Notary Public

(SEAL)

7  
ENTERED IN NUMERICAL INDEX AND RECORDED AT THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
5 DAY OF November 1971 AT 11:09 AM C. HAROLD OSTLER, REGISTER OF DEEDS

1200

**RESTRICTIVE COVENANTS**

The undersigned, being the owner of the property described herein, in order to establish a uniform plan for the development thereof, does hereby declare the following covenants and restrictions on the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 33 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

References herein to Stony Brook shall include lots in Stony Brook Replat.

1. Said lots shall be used only for single family residential dwelling purposes and for accessory structures incidental thereto and for public park and non-profit recreational, church or school purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. 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 animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any of said lots.

trash shall be collected unless and until written permission is obtained from the Architectural Committee.

Construction material shall be placed on any lot until such time as the main residential structure intended to be built thereon is completed.

All garbage or trash cans or accumulations of trash or refuse outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

Automobiles and other self-propelled vehicles parked out of doors within Stony Brook or upon streets in Stony Brook must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or order of any landowner in Stony Brook. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement has been granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, as provided in the recorded plat of Stony Brook.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at any time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

All driveways constructed on any of said lots shall be constructed of concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet on any

one level for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 7 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear, for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, including garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side yards, rear yards and front yards shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the Architectural Committee, but in any event concrete brick must be painted.

10. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Architectural Committee as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the Architectural Committee. The restrictions of this paragraph 10 shall terminate on July 1, 1976.

11. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

12. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

13. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential



504 ME 530

"For Sale" signs, not exceeding 2 feet by 2 feet in size, shall be permitted and, provide further, that such restriction as to signs shall not apply to signs erected by the undersigned or its agents in the development of Stony Brook.

14. The Architectural Committee referred to herein shall be a Committee of not less than three (3) persons designated by the undersigned, and the initial Architectural Committee shall consist of the following persons: John J. Morits, George F. Russell, and Leonard E. Nelson. In the event that any one or more of said individuals shall cease to serve as a member of such Committee, a successor shall be appointed by the undersigned. All plans for residential construction shall be submitted to the Architectural Committee for approval as provided herein with respect to compliance with these covenants. The Architectural Committee shall cease to exist on July 1, 1976, and all requirements in these covenants for obtaining approval of the Architectural Committee shall terminate on July 1, 1976.

15. These restrictions and covenants are to run with the land and shall be binding on all present or future owners of any of said lots until July 1, 2001. If any person shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all said real estate, has caused these covenants to be executed this 11<sup>th</sup> day of October, 1971.

STONY BROOK, INC.

Secretary

By:

President



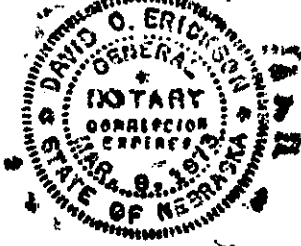


BOOK 504 PAGE 531

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 11<sup>th</sup> day of October, 1971,  
before me, the undersigned, a notary public in and for said  
County, personally came JOHN J. MORITZ, President of Stony  
Brook, Inc., to me personally known to be the President of  
said corporation and the identical person whose name is affixed  
to the foregoing Restrictive Covenants, 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 year last above written.



David O. Erickson  
Notary Public

(SEAL)

7 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
5 DAY OF November 1971 AT 11:29 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

120

AMENDMENT TO RESTRICTIVE COVENANTS

STONY BROOK, INC., being the owner of the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Restrictive Covenants filed with respect to said property on November 5, 1971, and recorded in Book 504 at Page 527 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, by deleting original Paragraph 8(-) and substituting therefor the following as a new Paragraph 8(a):

"8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1200 square feet."

Except as so amended, the original Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all of the real estate covered by this Amendment, has caused this Amendment to be executed this 3rd day of January, 1972.

STONY BROOK, INC.

By

President



Reading

35A  
367

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878

55  
878

922

GE

350/  
RECORDS  
OF DEEDS

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 3rd day of January, 1972, before me, the undersigned, a notary public in and for said County, personally came JOHN J. MORITZ, President of Stony Brook, Inc., to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing Amendment to Restrictive Covenants, 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 year last above written.

*David C. Erickson*  
Notary Public



10 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
3 DAY OF January 19 72 AT 1:24 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS 111.00 ✓

Brian Grimsley  
5517 50 1st St  
Omaha, NE 68137



1162 332 MISC



12846 95 332

RECEIVED

Nov 28 2 47 PM '95

RECORDS  
REGISTERED  
DOUGLAS COUNTY, NE

USWC - R/W FORM #6  
REVISED 1-91

12846  
B FEE 6.00 R79-47713 65-37136  
DE C/O COMP VP  
LEGAL SCAN DW AV

R.O.E. # 81-95

### RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, HEREBY FULLY OR PARTIALLY RELEASES AND FOREVER DISCLAIMS CERTAIN EASEMENT RIGHTS WHICH IT MAY HAVE ACQUIRED HERETOFORE BY VIRTUE OF FRANCHISE OR OTHERWISE, TO CONSTRUCT, MAINTAIN, RENEW AND OPERATE COMMUNICATIONS FACILITIES IN, UNDER, UPON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

THOSE EASEMENTS ABUTTING, PARALLEL WITH AND ADJACENT TO THE COMMON LINE OF LOTS 67 AND 68, STONY BROOK, A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 11, T-14-N, R-11-E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

IF THIS RELEASE OF EASEMENT IS PARTIAL OR CONDITIONAL, SPECIFY HERE:  
RELEASES ARE TOTAL.

AND WHICH IS RECORDED IN THE RECORDS OF DOUGLAS COUNTY, NEBRASKA ON THE 14TH DAY OF JULY, 1971 IN BOOK 1434, PAGE 674. ALSO FILED JULY 5, 1979, IN BOOK 616 AT PAGE 722.

IN WITNESS WHEREOF, U S WEST COMMUNICATIONS, INC., HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED IN ITS BEHALF ON THIS 11TH DAY OF NOVEMBER, 19 95, BY ITS DULY AUTHORIZED OFFICERS.

ATTEST:

U S WEST COMMUNICATIONS, INC.  
A COLORADO CORPORATION

Marilyn Barber

Marilyn Barber, Data Spec.

BY

R.B. Emery

TITLE Rose B. Emery, Field Engr.

STATE OF NEBRASKA

COUNTY OF DOUGLAS

ON THIS 11TH DAY OF NOVEMBER, 1995 BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED Marilyn Barber, Data Spec. AND Rose B. Emery, Field Engr. OF U S WEST COMMUNICATIONS, INC., WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE RELEASE OF EASEMENT. THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH OFFICERS, AND THE VOLUNTARY ACT AND DEED OF THE SAID U S WEST COMMUNICATIONS, INC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



PLEASE RETURN TO: Pam Quinn  
910 N. 43rd Ave.  
Omaha, NE 68131

Pamela K. Quinn  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 3/14/99  
954088

Brian Grimsley  
5517 So 147th St  
Omaha, NE 68132

RECEIVED

Nov 28 2 46 PM '95

GEORGE J. DE GEORGE  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



November 10, 1995

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the Plat and Dedication of Stony Brook, an Addition, as surveyed, platted and recorded in Douglas County, Nebraska, over, upon, along and above the following described property:

A Ten foot (10') strip of land, being Five foot (5') each side of and abutting the common lot lines of Lots Sixty-seven (67) and Sixty-eight (68), all in said Stony Brook Addition.

Said Plat and Dedication filed for record July 14, 1971 in Book 1434 at Page 674, in the office of the Register of Deeds, Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned has set its hand this 14<sup>TH</sup> day of November, 1995.

OMAHA PUBLIC POWER DISTRICT

Alan J. Kuper  
Approved by Engineering

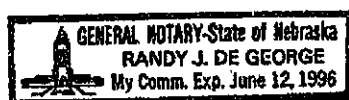
Michael L. Vodicka  
Michael L. Vodicka - Manager  
Administrative Services  
Engineering Division

STATE OF NEBRASKA)  
)ss.  
COUNTY OF DOUGLAS)

12845 95 331  
FEE 6.00 B 12845 95 331  
DEL C/O CGMP WB  
LEGAL PG SCAN DW EV

On this 14<sup>TH</sup> day of November, 1995, before me the undersigned, a Notary Public in and for said county personally came Michael L. Vodicka - Manager Administrative Services, to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

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



Randy J. De George  
NOTARY PUBLIC

NE 11-14-11

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

HTS  
954088

12 Classis Title Company  
715 N. 120th St.  
Omaha, NE 68154

USNC - R/W FORM 10  
REVISED 1-91

R.O.E. # 103-93

BOOK 1101 PAGE 107

# RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, HEREBY FULLY OR PARTIALLY RELEASES AND FOREVER DISCLAIMS CERTAIN EASEMENT RIGHTS WHICH IT MAY HAVE ACQUIRED HERETOFORE BY VIRTUE OF FRANCHISE OR OTHERWISE, TO CONSTRUCT, MAINTAIN, RENEW AND OPERATE COMMUNICATIONS FACILITIES IN, UNDER, UPON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SIDE LOT EASEMENTS ON LOT 69 AND THE NORTH 7.5 FT. OF LOT 68, STONEY BROOK ADDITION LYING UNDER SAID EASEMENTS ALL LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 11, T-14-N, R-11-E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

IF THIS RELEASE OF EASEMENT IS PARTIAL OR CONDITIONAL, SPECIFY HERE:  
RELEASES ARE PARTIAL AS STATED ABOVE.

AND WHICH IS RECORDED IN THE RECORDS OF DOUGLAS COUNTY, NEBRASKA ON THE 5TH DAY OF NOVEMBER, 1971 IN BOOK 504, PAGE 527.  
ALSO: RESTRICTIVE COVENANTS RECORDED NOVEMBER 5, 1971, BOOK 504, PAGE 527.

IN WITNESS WHEREOF, U S WEST COMMUNICATIONS, INC., HAS CAUSED THIS INSTRUMENT TO BE DULY EXECUTED IN ITS BEHALF ON THIS 8TH DAY OF OCTOBER, 1993, BY ITS DULY AUTHORIZED OFFICERS.

ATTEST:

U S WEST COMMUNICATIONS, INC.  
A COLORADO CORPORATION

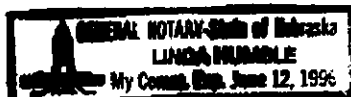
Pam Quinn  
Pam Quinn, ROW Support

BY Raymond L. Tessin  
TITLE Raymond L. Tessin, Mgr. ROW

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

ON THIS 8TH DAY OF OCTOBER, 1993  
BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED Pam Quinn, ROW Support  
AND Raymond L. Tessin, Mgr. ROW OF  
U S WEST COMMUNICATIONS, INC., WHO ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE RELEASE OF EASEMENT. THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH OFFICERS, AND THE VOLUNTARY ACT AND DEED OF THE SAID U S WEST COMMUNICATIONS, INC.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.  
NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



Linda Humble  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 6/12/96

CASH 29372.44 Bk 1101 L 68-223 FB 65-37130  
TYPE Misc PG 107 C/G 1 COMP 1 SCAN 1  
FEE 6.00 OF Misc LEGAL PG 1 MC 1 FV 1

PLEASE RETURN TO: Pam Quinn  
910 N. 43rd Ave.  
Omaha, NE 68131

RECEIVED  
OCT 28 1 46 PM '93  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

OPPD Form No. 1-75-1

Distribution

## RIGHT-OF-WAY EASEMENT

I, Reid and Co. Realtors Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Sixty-seven (67), Sixty-eight (68) and Seventy (70), Stony Brook, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

RECEIVED

JUL -5 PM 2:12

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.Book 616  
Page 722  
of 11Fee 2.75  
Index  
Comped

79-89

79-73

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the QUANA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The East Ten feet (10') of Lots Sixty-seven (67), Sixty-eight (68) and Seventy (70); the South Ten feet (10') of the North Twenty-seven and five-tenths feet (27.5') of Lot Sixty-seven (67) and the North Ten feet (10') of the South Twelve and five tenths feet (12.5') of Lot Seventy (70), Stony Brook.

## CONDITIONS:

- Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 4 day of June, 1979.

STATE OF

COUNTY OF

On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and for said

County, personally came \_\_\_\_\_

President of \_\_\_\_\_  
personally to me known to be the identical person(s) who signed the  
foregoing instrument as grantor(s) and who acknowledged the execution  
thereof to be \_\_\_\_\_ voluntary act and deed for the purpose  
therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_ in  
said County the day and year last above written.

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Distribution Engineer AL Date 6/14/79 Land Rights and Services OK Date 6/6/79

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Salesman Evans Engineer Perkins Est. # 50112 N.O. # 4517

147 ST. S OF 'R' ST.

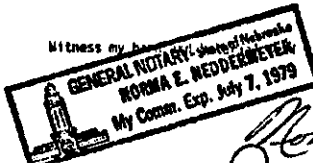
STATE OF

COUNTY OF

On this 4th day of June, 1979,  
before me the undersigned, a Notary Public in and for said County and  
State, personally appeared \_\_\_\_\_

John (Bittner) Jones  
William Co. Realtors  
personally to me known to be the identical person(s) and who acknowledged  
the execution thereof to be \_\_\_\_\_ voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_ the date above written.

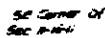


My Commission expires: July 7, 1979

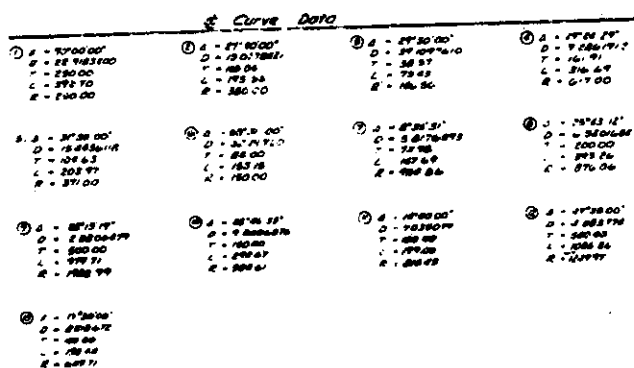
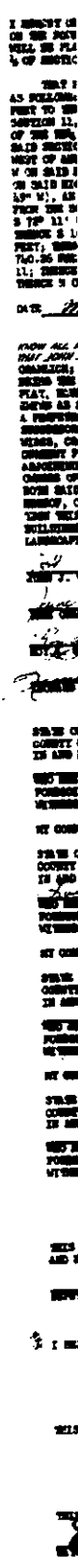


8-14-54 100-101

Leaf 1 Through 113 inclusive



lots 1 Through 116 inclusive  
Half Of Section 11, T16N, R11E, Of The 6th P.M., Douglas County, Nebraska.



Domestic Short On Cases by Dr. Cummings





# Stony Brook

Plat and Dedication

Filed 7-14-71, in Book 1434 at Page 674, 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 ~~abutting~~ <sup>adjoining rear</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)

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, 504-527

☒ Restrictive Covenants

Protective Covenants

or

☒ 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~~ <sup>adjoining rear</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)

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

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

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

Any additional info.

\*\*\*\*\*

Easement Right of Way 12, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_

Dated 6-4-79 Filed 7-5-79, Book 616 at Page 722, Instrument No. \_\_\_\_\_

E 10' of lot 67 + 68 + 70 and So. 10 ft of N 27.5 ft of lot 67  
and N 10' of So 12.5 of lot 70 Stony Brook

1101-107 filed 10-28-93 release easement in 504-527

for U.S. West Communication

1162-331 filed 11-28-95 release easement in 1434-674

for OPD.

1162-332 filed 11-28-95 release easement in 1434-674

for U.S. West  
Communication