

NO. :  
BOOK :  
PAGE :

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 2nd Platting, 1st Addition, a subdivision in Douglas County, Nebraska, which plat was recorded on the day of January, 1964, in Book 1208, Page 235, of the Plat 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 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 lots shown on the above described plat of Sunny Slope 2nd 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 therein, 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.

The said lots and blocks 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.

Index 407 Item 464

2. 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.

3. Except as hereinabove 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.

4. 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".

5. 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.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding, 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.

7. The ground floor enclosed area of any residential structure erected within said addition, exclusive of open porches and garages, shall be not less than 1300 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 houses.

8. All buildings built in said Addition must be completed within one year from the date of the commencement of construction.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern 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 replace 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.

10. 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.

11. 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 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.

12. 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.

107 pg 460

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

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

15. 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 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and recorded by its President and its Corporate Seal to be affixed hereto on this

CORPORATE day of January 1962.

LARSEN and LARSEN, INC.,  
a Nebraska Corporation

By President

SECRETARY

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 15 day of January 1962, before me, the undersigned, a Notary Public in and for said County, personally came President,  
John J. 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 year  
Date above written.

NOTARY PUBLIC

My Commission expires the 15 day of January, 1967  
and is affixed and recorded in the REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
John J. Larsen 64-1232 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 32.00

11

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

That for One Dollar (\$1.00) in hand paid receipt of which is hereby acknowledged and other valuable considerations, Larsen and Larsen, Inc., a Nebraska Corporation, does hereby grant to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns a permanent and perpetual easement to erect and maintain electric and telephone utilities along, across, over and under the following described property:

1. The East ten (10) feet of Lots Three (3), Four (4) and Five (5).

2. The East fifteen (15) feet of Lot Six (6).

3. A ten (10) foot strip of Lots Seven (7) and Eight (8) the center line of which is a straight line extending from a point on the North boundary line of Lot Seven (7), said point being seven and one-half (7½) feet West of the Northeast corner of said Lot Seven (7) across Lots Seven (7) and Eight (8) to a point on the South boundary line of Lot Eight (8), said point being fifty-five (55) feet West of the Southeast corner of said Lot Eight (8).

4. The West ten (10) feet of the East sixty (60) feet of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18).

5. The West ten (10) feet of the East sixty (60) feet of Lot Twenty-one (21) except for the North ten (10) feet of said Lot Twenty-one (21).

6. The West twenty (20) feet of the East seventy (70) feet of Lot Twenty-two (22).

All of the above mentioned lots are located in Block One (1), Sunny Slope 2nd Platting, 1st Addition as surveyed and recorded in Douglas County, Nebraska.

Said grantor does hereby bind its administrators, successors, heirs and assigns.

Executed this 2<sup>nd</sup> day of October, 1964, at

LARSEN AND LARSEN, INC.

BY Howard O. Larsen

ITS President

ATTEST: Margaret J. Larsen  
Howard O. Larsen

12

STATE OF NEBRASKA )

) SS

COUNTY OF DOUGLAS )

On this 22 day of September, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally came Howard C. Larsen, President, and Maxine J. Larsen, Secretary, of Larsen and Larsen, Inc., a Nebraska Corporation, known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the voluntary act and deed of the said corporation and that the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official Seal at Omaha, Nebraska, in said County the date aforesaid.

*[Signature]*  
Notary Public

My Commission Expires:

*September 15, 1967*



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MAY 11 PM 2 1964

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEB.

RECEIVED  
MAY 11 1964  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEB.

13

EASEMENT

BOOK 447 PAGE 345

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a double circuit steel tower electric transmission line(s), together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

**CONSIDERATIONS:** One Thousand Two Hundred Eighty and no/100 Dollars (\$1,280.00).

**PROPERTY DESCRIPTION:**

Lot Five (5), Block One (1), Second platting First Addition to Sunny Slope, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

**EASEMENT DESCRIPTION:**

Beginning at the Southeast corner of said Lot Five (5); thence in a Southwesterly direction along the Southerly line of said lot a distance of Forty-three feet (43'), more or less; thence in a Northwesterly direction to a point on the Northerly line of said lot, said point being Thirty-three feet (33') more or less Southwest of the Northeasterly corner of said lot; thence in a Northeasterly direction along said Northerly line to the Northeasterly lot corner; thence in a Southeasterly direction along the Easterly line of said lot to the point of beginning. Above description also shown on the attached Exhibit "A" which is hereby made a part hereof.

**CONDITIONS:**

The Grantor hereby grants to the District, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating, and maintaining said line(s) and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within above described easement area of the District's line(s), and to cut down or trim any trees or limbs of trees under or on either side thereof as would be a hazard to said lines in breaking off and falling over or against said line(s). All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees within above described easement area of the said centerline.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock, and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantor.

EXECUTED IN TRIPPLICATE THIS 16 DAY OF December, 1966.

ATTEST:

H. A. WOLF COMPANY, INC.,  
a Nebraska Corporation

*Howard M. Wolf*  
GRANTOR'S Executive Vice President

ATTEST:

OMAHA PUBLIC POWER DISTRICT

*Robert W. Grace*  
Assistant Secretary

*Robert W. Grace*  
Assistant General Manager

STATE OF Nebraska }  
COUNTY OF Douglas }

ss

On this 16th day of December, 1967, before

me the undersigned, a Notary Public in and for said County personally

came Howard M. Kooper  
Executive Vice President  
President of H.A. Wolf Company, Inc.

(a 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 the  
said corporation was thereto affixed by its authority.

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

Notary Public

My Commission expires the 15 day of SEPT, 1972.

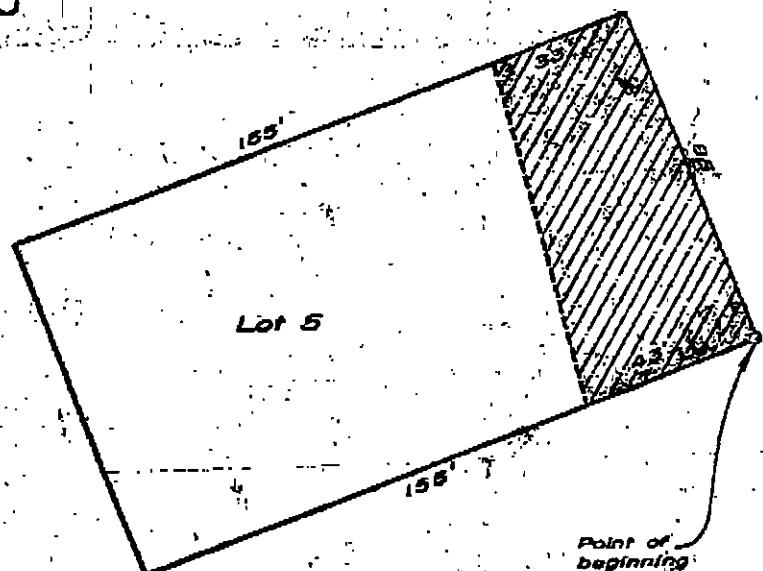
NV #13  
1-19-65

|                          |                |
|--------------------------|----------------|
| APPROVED                 | DATE           |
| <u>Pet. May</u>          | <u>2/23/67</u> |
| <u>Alfred C. Bellard</u> | <u>2/23/67</u> |
| <u>R.C. Lewis</u>        | <u>3/4/67</u>  |
|                          |                |

NORTH



Scale: 1" = 40'



## EXHIBIT "A"

Legal Description: Lot 5, Block 1, 2nd Plotting 1st Addition to  
Sunnyslope, Douglas County, Nebraska

Owner: H.A. WOLF COMPANY, INC., a Nebraska Corporation

16

RECEIVED

MAR 13 AM 10 14

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
REGISTRY DIVISION  
PHILADELPHIA

447 misc  
345

Franklin Brown  
Attn: Carol Steyer  
5th floor

74-763

24  
78

NO. : LARSEN and LARSEN, INC.  
 BOOK : a Nebraska Corporation  
 PAGE : 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 2nd Platting, 1st Addition, a subdivision in Douglas County, Nebraska, which plat was recorded on the 15 day of January, 1964 in Book 1208, Page 1255, 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 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 lots shown on the above described plat of Sunny Slope 2nd 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 therein, 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 said lots and blocks 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.

407 rec 466

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

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

15. 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 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be

LARSEN and LARSEN, INC., a Nebraska Corporation  
LARSEN and LARSEN, INC., its President and its Corporate Seal to be affixed hereto on this

day of January 1964.

LARSEN and LARSEN, INC.,  
a Nebraska Corporation

Attest,

By President

President  
SECRETARY

STATE OF NEBRASKA  
ss  
COUNTY OF DOUGLAS)

On this 15 day of January, 1964, before me, the undersigned, a Notary Public in and for said County personally came President, 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.

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

NOTARY PUBLIC

My Commission expires the 15 day of December, 1967  
RECORDED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
16 January 1964 AT 12:32 P.M. THOMAS J. O'CONOR, REGISTER OF DEEDS \$2.00

11

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a double circuit steel tower electric transmission line(s), together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: One Thousand Two Hundred Eighty and no/100 Dollars (\$1,280.00).

PROPERTY DESCRIPTION:

Lot Five (5), Block One (1), Second platting First Addition to Sunny-slope, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

EASEMENT DESCRIPTION:

Beginning at the Southeast corner of said Lot Five (5); thence in a Southwesterly direction along the Southerly line of said lot a distance of Forty-three feet (43'), more or less; thence in a Northwesterly direction to a point on the Northerly line of said lot, said point being Thirty-three feet (33') more or less Southwest of the Northeasterly corner of said lot; thence in a Northeasterly direction along said Northerly line to the Northeasterly lot corner; thence in a Southeasterly direction along the Easterly line of said lot to the point of beginning. Above description also shown on the attached Exhibit "A" which is hereby made a part hereof.

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating, and maintaining said line (s) and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within above described easement area of the District's line (s), and to cut down or trim any trees or limbs of trees under or on either side thereof as would be a hazard to said lines in breaking off and falling over or against said line (s). All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees within above described easement area of the said centerline.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock, and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantor.

EXECUTED IN TRIPPLICATE THIS 16 DAY OF December, 1966.

ATTEST:

H. A. WOLF COMPANY, INC.,  
a Nebraska Corporation

GRANTORS Executive Vice President

ATTEST:

OMAHA PUBLIC POWER DISTRICT

Assistant Secretary

Assistant General Manager

STATE OF Nebraska }  
 COUNTY OF Douglas }

ss

On this 16th day of December, 1967, before

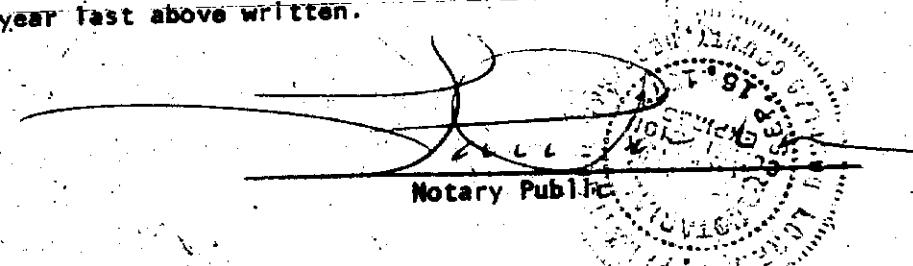
me the undersigned, a Notary Public in and for said County personally

came Howard M. Keeper

Executive Vice-President of H.A. Wolf Company, Inc.

(a 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 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.



Notary Public

My Commission expires the 15 day of Sept, 1972.

R/W #13  
1-19-65

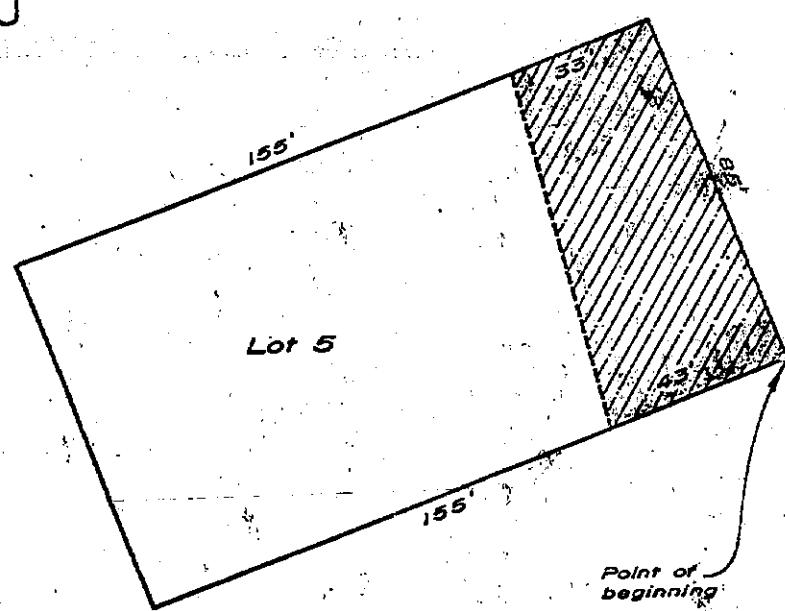
| APPROVED     | DATE    |
|--------------|---------|
| P. M. May    | 2/18/73 |
| H. C. Shultz | 2/23/69 |
| R. C. Louch  | 3/4/67  |

5

NORTH



Scale: 1" = 40'



## EXHIBIT "A"

Legal Description: Lot 5, Block 1, 2nd Platting 1st Addition to  
Sunnyslope, Douglas County, Nebraska

Owner: H.A. WOLF COMPANY, INC., a Nebraska Corporation

RECEIVED

MR 13 MAR 13 AM 10 14

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
REGULAR & SPECIAL  
REGULAR & SPECIAL

447 misc  
345

Bonita Street (Lower)  
Attn: Carl Volney  
500

74-763

24  
763

17

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for One Dollar (\$1.00) in hand paid receipt of which is hereby acknowledged and other valuable considerations, Larsen and Larsen, Inc., a Nebraska Corporation, does hereby grant to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns a permanent and perpetual easement to erect and maintain electric and telephone utilities along, across, over and under the following described property:

1. The East ten (10) feet of Lots Three (3), Four (4) and Five (5).

2. The East fifteen (15) feet of Lot Six (6).

3. A ten (10) foot strip of Lots Seven (7) and Eight (8) the center line of which is a straight line extending from a point on the North boundary line of Lot Seven (7), said point being seven and one-half ( $7\frac{1}{2}$ ) feet West of the Northeast corner of said Lot Seven (7) across Lots Seven (7) and Eight (8) to a point on the South boundary line of Lot Eight (8), said point being fifty-five (55) feet West of the Southeast corner of said Lot Eight (8).

4. The West ten (10) feet of the East sixty (60) feet of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18).

5. The West ten (10) feet of the East sixty (60) feet of Lot Twenty-one (21) except for the North ten (10) feet of said Lot Twenty-one (21).

6. The West twenty (20) feet of the East seventy (70) feet of Lot Twenty-two (22).

All of the above mentioned lots are located in Block One (1), Sunny Slope 2nd Platting, 1st Addition as surveyed and recorded in Douglas County, Nebraska.

Said grantor does hereby bind its administrators, successors, heirs and assigns.

Executed this 22 day of April, 1964.

LARSEN AND LARSEN, INC.

BY Howard C. Larsen

ITS President

ATTEST:

ITS

12

PAGE 2

STATE OF NEBRASKA )

SS

COUNTY OF DOUGLAS )

On this 22 day of April, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally came Howard C. Larsen, President, and Maxine J. Larsen, Secretary, of Larsen and Larsen, Inc., a Nebraska Corporation, known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the voluntary act and deed of the said corporation and that the Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official Seal at Omaha, Nebraska, in said County the date aforesaid.

  
Notary Public

My Commission Expires:

September 15, 1967

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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBRASKA

RECEIVED  
MAY 11 1964  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBRASKA

BOOK 412 PAGE 36

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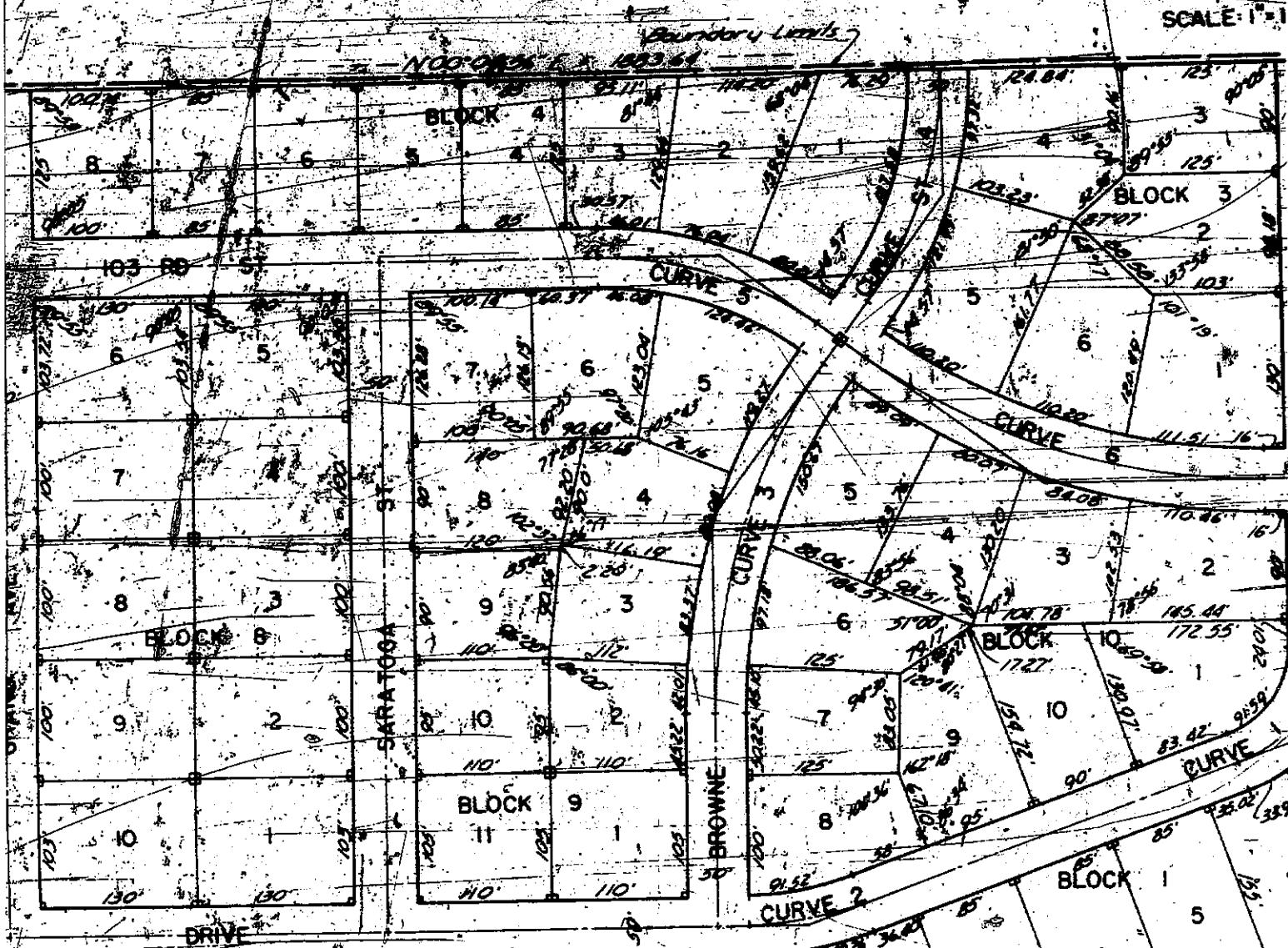
13

PAGE 1208, PAGE 256

# 2ND PLATTING.

A SECTION IN THE NW 1/4 SECTION 4 - T.R.

SCALE: 1"-1'



Power Basement 12  
500' 80' 80' E 4348.83

500' 00' 00' E 35

PL. of Beginning

Boundary Limits

E. INTERSTATE

HIGHWAY

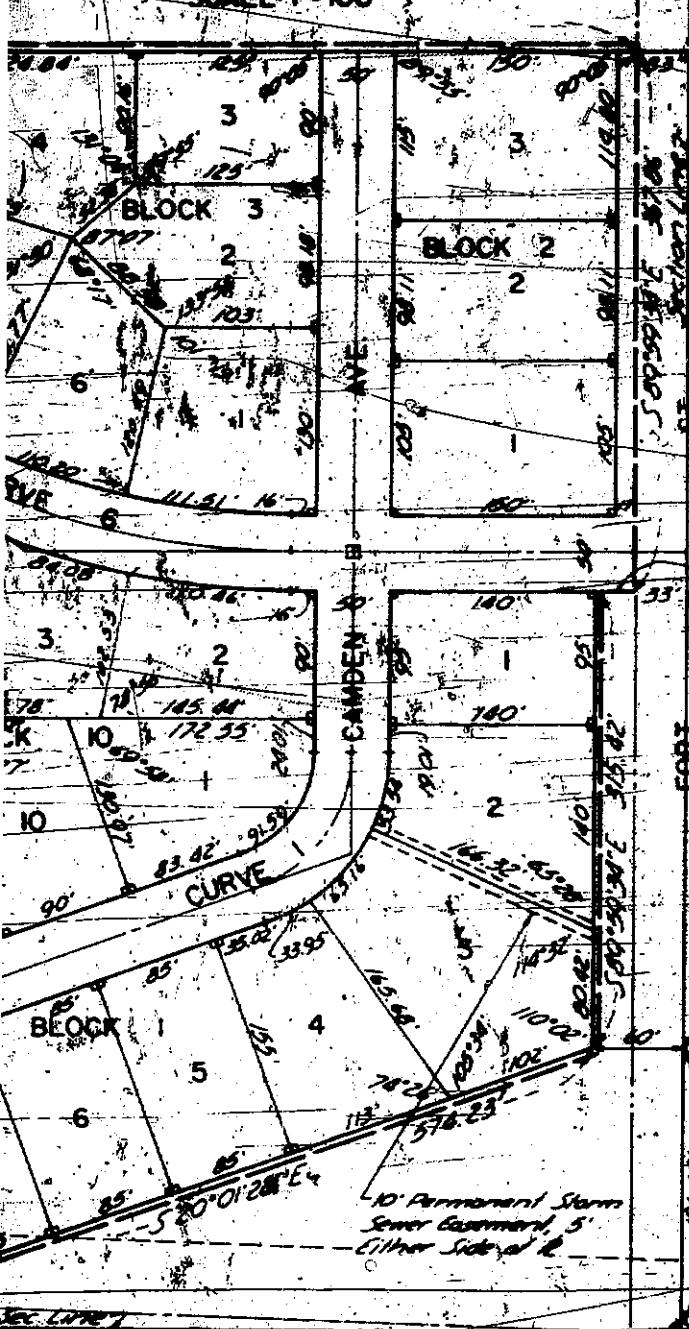
1203 Mar 257

# NY SLOPE

## TING, 1ST ADDITION

SECTION 4-TEN-THREE, DOUGLAS COUNTY, NEBRASKA

SCALE 1"-100'

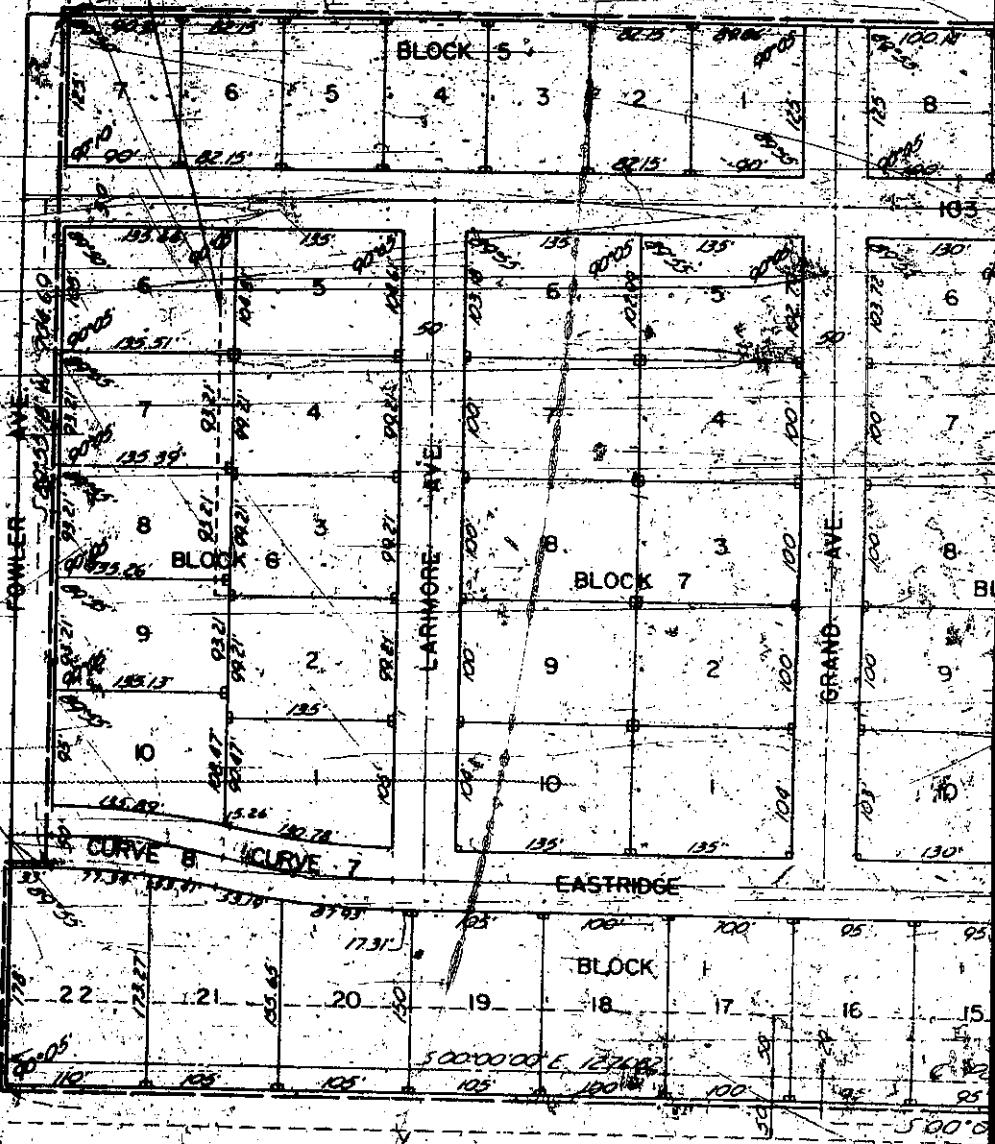


NE COR NW 1/4  
SEC. 4-15-12

Ratio 1:20K Scale 255

RIDGEWAY ROAD

100' Power Easement  
Easement all South of C



100' Power Easement.  
30' Either Side of C

All curve data is based on the one submitted

### C CURVE DATA

| No. | Radius  | Defl./100 | Defl.  | Total Defl. | Defl.    |
|-----|---------|-----------|--------|-------------|----------|
| 1   | 100.00' | 65.933    | 65.933 | 69.933      | 5.97744  |
| 2   | 246.88' | 20.042    | 20.042 | 30.235      | 10.02220 |
| 3   | 385.88' | 36.250    | 36.250 | 49.84       | 11.97311 |
| 4   | 320.11' | 30.214    | 30.214 | 42.28       | 17.53355 |
| 5   | 203.92' | 36.201    | 36.201 | 46.46       | 19.29357 |
| 6   | 517.29' | 36.241    | 36.241 | 40.00       | 10.20280 |
| 7   | 657.73' | 11.503    | 11.503 | 16.35       | 8.42449  |
| 8   | 657.73' | 11.503    | 11.503 | 16.35       | 8.42449  |

### ACKNOWLEDGMENT OF NOTARY

State of Nebraska  
County of Douglas

On this 19th day of November 1963 A.D., before  
me a Notary Public in and for said county came Harry M. Christoffersen, who is  
personally known to me to be the identical person whose name is affixed to  
the dedication on this plat and who acknowledges the signing of said dedication  
to be her voluntary act and deed.

Witness my hand and official seal the last date above said.  
*John L. Coffey*  
Notary Public

Plat is on exhibit on the 17th day of October 1963 A.D.  
*John L. Coffey*

### ACKNOWLEDGMENT OF GRADING

I hereby certify that the streets within this plat are graded  
to the grades approved by the City Engineer and filed with the City.

Dated this 14th day of November 1963 A.D.

*Carl P. Anderson*  
Carl P. Anderson  
City Engineer

### APPROVAL OF CITY PLANNING BOARD

This Plat of SUNNY SLOPE, SECOND PLATTING, 1ST ADDITION,  
Approved by the City Planning Board of the City of Omaha  
Dedicated 9/63 A.D.

### APPROVAL OF CITY ENGINEER OF STATE

I hereby approve this plat of SUNNY SLOPE, SECOND PLATTING, 1ST ADDITION,  
this 26th day of November 1963 A.D.

*A.C. O'Dell*  
A.C. O'Dell  
City Engineer

### OMAHA CITY COUNCIL ACCEPTANCE

This Plat of SUNNY SLOPE, SECOND PLATTING, 1ST ADDITION,  
Accepted by the City Council of the City of Omaha on this 7th day of November 1963 A.D.

*John L. Coffey*  
John L. Coffey  
Notary Public

CORPORATION ACKNOWLEDGEMENT

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State of Nebraska

County of Douglas

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On this 14 day of December, 1967 A.D.,  
Witnesses a Notary Public in and for said County, personally came  
the above named Edward C. Larsen, President and Maxine Jort Larsen  
Secretary of Larsen and Larsen Inc., a Nebraska Corporation, who are  
persons well known to me to be the identical persons whose names are aff-  
ixed to the above instrument as President and Secretary of said Corp-  
oration, 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 there-  
to affixed by the authority  
in witness my hand and official seal the last date aforesaid.

Edward C. Larsen  
Notary Public

My commission expires on the 12 day of September, 1967 A.D.

Douglas County  
Surveyor



This is to certify that we, the undersigned, Jort Larsen, Secretary, of Larsen and Christopherson, Inc., and Richard C. Larsen, President and Proprietor, and proprietors; Lily M. Christopherson, Surveyor, have cause to believe that the property described in the Surveyor's Certificate and embraced within this plat is subject to the right-of-way of utility companies, and that the Surveyor's Certificate and the boundaries of said subdivision to be recorded in the Register of Deeds Office, are correct. **PLATTING BY ADDITION** - The blocks and lots numbered as shown and as indicated on the plat, shall be known by the name of "Larsen Subdivision". We do hereby dedicate to the public highway the lots and streets, as shown on this plat and we hereby dedicate to the public highway the easements over the lots and streets, as shown on this plat. We do further grant a perpetual license in the lots and streets above described, to the Nebraska Public Power District and the Northwestern Bell Telephone Company, and their successors and assigns, to erect and operate, maintain, repair and renew poles and other equipment necessary for the carrying and transmission of electric current and/or telephone and telegraph and message service over, upon and between the lots and streets hereinabove described, and adjoining the rear and side boundary lines of said lots (these lots being the lots described and adjoining the rear and side boundary lines of said lots). These lots being the lots described and adjoining the rear and side boundary lines of said lots (these lots being the lots described and adjoining the rear and side boundary lines of said lots), said license being granted for the use and benefit of all persons, future owners of lots in said subdivision; provided, however, that such license shall not be granted upon the specific condition that if both utility companies fail to construct poles and wires along any of said lots or lot lines within 36 months of the date hereof or if any poles or wires are constructed but thereafter removed without replacement within 60 days after their removal, then this above mentioned shall automatically terminate and become void as to such missed or abandoned passenger ways.

In witness whereof, we do herunto set our hands this 18 day November, 1963.

A.D.

~~Larsen and Christopherson, Inc.~~

*Richard C. Larsen*, President and Proprietor  
Secretary  
Jort Larsen

Witnessed:

*Lily M. Christopherson*  
Lily M. Christopherson

COUNTY TREASURER'S CERTIFICATE

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

Dated this 18 day of November, 19 63 A.D.

*James J. Hanley*  
County Treasurer  
for *J. O'Connor*

7. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
16 DAY January 1964 AT 10:30 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

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