BOOK 365 PAGE 233

Larsen and Larsen, Inc.,
a Nebraska Corporation,

to

WHOM IT MAY CONCERN

DECLARATION OF
PROTECTIVE COVENANTS,
EASEMENTS AND RESTRICTIONS

WHEREAS, LARSEN AND LARSEN, INC., a Nebraska Corporation, is the owner of all lots in Sunny Slope 4th Addition, a subdivision in Douglas County, Nebraska,

WHEREAS, LARSEN AND LARSEN, INC., now desires to place certain protective covenants, easements and restrictions on those lots shown on said plat for the use and benefit of the present owner 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 in Sunny Slope 4th Addition, a subdivision in Douglas County, Nebraska, according to the recorded plat thereof, are hereby restricted as to their use, and made subject to the following restrictions which have been imposed upon said premises as a servitude in favor of said described premises and every lot therein, and are in pursuance of the general plan for the development and improvement of the tract of land embraced within said Sunny Slope 4th Addition during the period of time hereinafter prescribed and are and shall be for the benefit of each and all of the lots and blocks in said tract and shall be enforcible by any and all owners of any and all of said lots and by the Larsen and Larsen, Inc., Corporation.

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.

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 one or more cars, and attached breezeways. Where the contour of lots permits, the garage may be a basement garage.

3. Except as hereinafter provided, no building shall be located on any residential building plot nearer than forty (40) feet to the front lot line; each shall have a side yard of not less than ten (10) feet in width on each side of a dwelling and a rear yard of not less than thirty five (35) feet, provided however, that in the case of corner lots, the building shall be not nearer than forty (40) feet from the lot line on the street side towards which the front entrance shall face, and not nearer than twenty five (25) feet to the side lot line on the other street side of said building plot. 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 zone 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 building plot which has an area of less than ten thousand (10,000) square feet or a width less than the width of such lot as originally platted, and such a plot of said minimum dimensions when used for residential purposes, is herein defined as a "residential building plot." Where two or more lots (or portions thereof) are used as a residential building plot, the minimum width of such plot shall be not less than the originally platted width of the smallest lot within said building plot.

5. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, sheep or any domestic animals (except dogs and cats), poultry or fowl of any kind 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 said lots within said Addition

7. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than one thousand one hundred (1,100) square feet for a one-story house or less than nine hundred fifty (950) square feet on first floor for a one and one-half story or two-story house.

8. All dwellings built in said Addition must be completed within one (1) year from the date of the commencement of construction.

9. All septic tanks shall be built and installed according to Federal Housing Administration and State of Nebraska requirements and specifications, and according to plans to be furnished by the undersigned Corporation. The undersigned Corporation is to be furnished with the location diagram of septic tank and laterals prior to and at all times during the progress of construction.

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

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

12. 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.

13. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

BOOK 365 PAGE 236

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

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

15. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, LARSEN AND LARSEN, INC., has executed this instrument this 26 date of April, 1961.

LARSEN AND LARSEN, INC.
A Nebraska Corporation

By Howard C. Larsen
President

Attest: [signature]
Secretary

Seal

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26 day of April, 1961, before me, a Notary Public, in and for said county and state, personally came Howard C. Larsen, who is personally known to me to be the President of Larsen and Larsen, Inc., and the identical person whose name is affixed to the above instrument and he acknowledged said instrument to be his voluntary act and deed as such president, and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was affixed thereto by its authority.

WITNESS my hand and notarial seal the date last above written.

[signature]
Notary Public

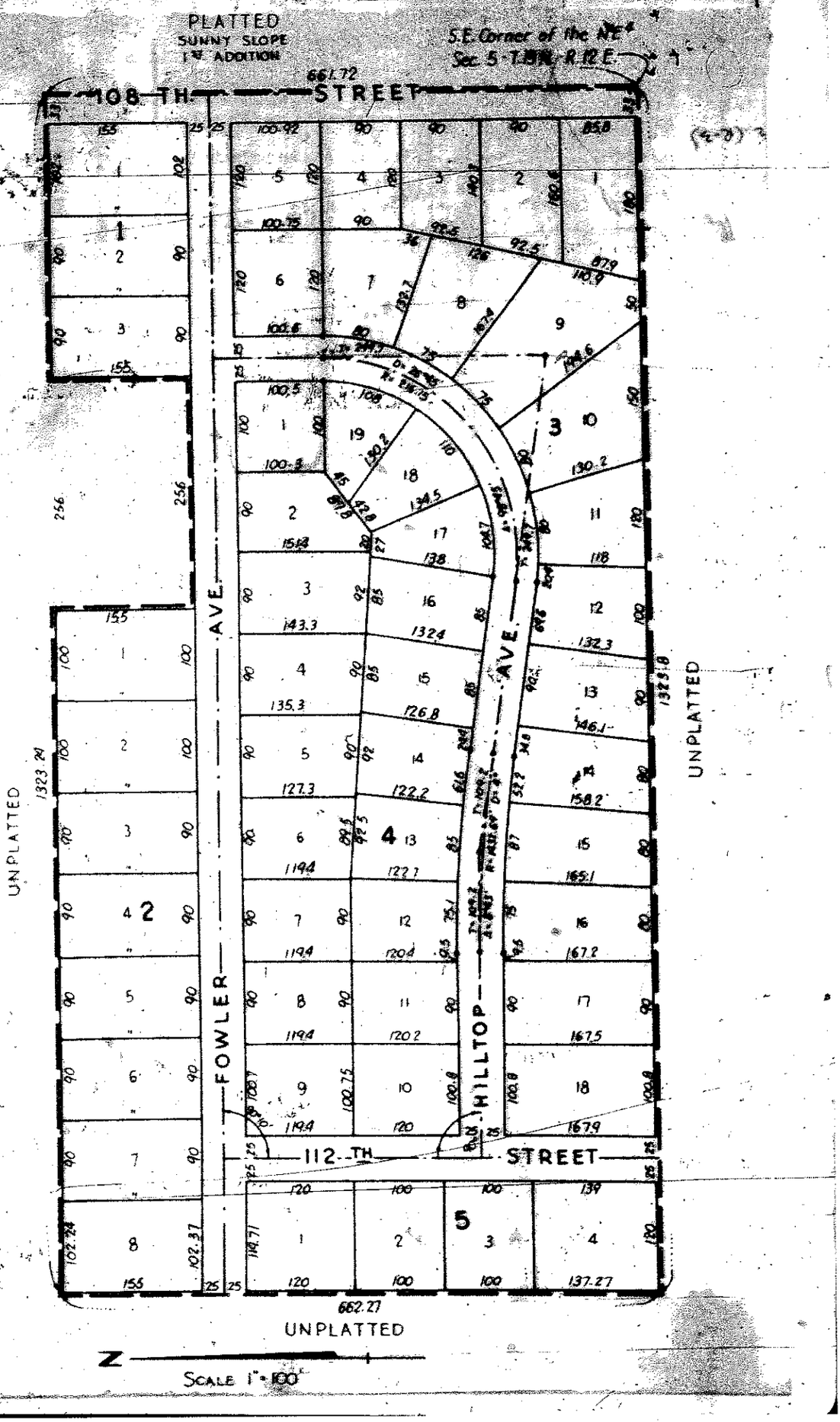
1765

11 27 DAY April 61 11.51 A

SUNNY SLOPE 4TH. ADDITION

A REPLAT OF PART OF THE S½ SE¼ NE¼ SECTION 5, T 15 N., R 12 E. OF 6TH. P.M., DOUGLAS COUNTY, NEBRASKA.

BOOK 1114 PAGE 602



DEDICATION

BOOK 1114 PAGE 603

We, the undersigned, Howard C Larsen and Maxine Larsen, husband and wife, sole owners and proprietors thereof, hereby state and acknowledge that all of the land included within the attached plat has been surveyed, subdivided and platted as shown in the said plat and as described in the Surveyor's Certificate of this plat, at our direction, to be known hereafter as Sunny Slope 4th Addition, the lots being numbered and streets named as thus shown, and do hereby ratify and confirm said plat and the disposition of our land therein made, and further hereby dedicate to the public the said streets for public use.

Witness our hands this 2nd day of March, 1961.

Howard C. Larsen Maxine Larsen.

ACKNOWLEDGEMENT

I hereby certify that

All streets and avenues within the boundarys of Sunny Slope 4th Addition, which are Hilltop Ave., 112th Street and Fowler Ave., are graded to the established grades as approved by the City Engineer of the City of Omaha, Nebraska.

Signed this 2nd day of MARCH, 1961.

ENGINEER E 205, L.S. 55

SURVEYORS CERTIFICATE

I hereby certify as follows:

That I have accurately surveyed and staked with iron pipe the lots and streets in Sunny Slope 4th Addition as shown on this plat, also an iron pipe at all points marked thus on plat.

That said Sunny Slope 4th Addition is a replat of the S^2 SE^4 NE^4 Section 5, T.15N, R.12E. of the 6th P.M., Douglas County, Nebraska, except that part described as beginning at at a point on the north line of S^2 SE^4 NE^4, 315 feet west of the northeast corner thereof, thence south and parallel to and 315 feet west of the east line of said S^2 SE^4 NE^4, a distance of 170 feet, thence west and parallel to and 170 feet south from the north line of said S^2 SE^4 NE^4 a distance of 256 feet, thence north and parallel to east line of said S^2 SE^4 NE^4 a distance of 170 feet to the north line of said S^2 SE^4 NE^4, thence east along north line a distance of 256 feet to the place of beginning.

The dimensions shown are in feet or decimals of a foot and are chord measurements unless otherwise shown.

Signed this 2nd day of March, 1961.

M C Shaffer
ENGINEER E 205, [illegible]

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
DOUGLAS COUNTY } SS

On this 2nd day of March, 1961, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came Howard C Larsen and Maxine Larsen, husband and wife, to me personally known to be the identical persons whose names are affixed to the dedication of this plat and they each acknowledged the same to be their voluntary act and deed.

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

Altene Terriere
NOTARY PUBLIC

My commission expires on the 10 day of February, 1964.

N

APPROVAL OF THE OMAHA CITY PLANNING COMMISSION

This plat of Sunny Slope 4th Addition was approved by the Omaha City Planning Commission on MARCH 22 1961

Jesse L Schroeder
CHAIRMAN

APPROVAL OF THE CITY ENGINEER OF OMAHA

I hereby approve this plat of Sunny Slope 4th Addition on this 16th day of March 1961

D. P. De Bal
CITY ENGINEER

OMAHA CITY COUNCIL'S ACCEPTANCE

This plat of Sunny Slope 4th Addition was approved and accepted by the City Council of the City of Omaha, Nebraska, on the 18 day of APRIL, 1961.

ATTEST M J Dunn Jr
CITY CLERK

John Rosenblatt
MAYOR

COUNTY TREASURER'S CERTIFICATE

This is to certify that the records of my office show no regular or special taxes due or delinquent on the property described in the Surveyors Certificate on this plat as of March 16 1961.

Sam J Howell
COUNTY TREASURER

BY C H Rosinski
DEPUTY

17.00

42 25 April 61 / 494

Project No. S.P. 76-2
County Project C-28(146A)

Tract No. 39

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS: BOOK 749 PAGE 438

THAT Leonard & Frances A. VanLiew, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Twenty and no/100 Dollars ($ 20.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain or operate a street light as part of improvement of 108th Street, Maple to Fort, and Fort Street, 103rd to 110th Streets, and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

A parcel of land being the North 4 feet of the South 6.34 feet of the East 4 feet of Lot 1, Block 1, Sunnyslope 4th Addition, as surveyed, platted and recorded in Douglas County, Nebraska. Said parcel contains 16 square feet.

TO HAVE AND TO HOLD unto said CITY [redacted] and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said street light as part of improvement of 108th Street, Maple to Fort, and Fort Street, 103rd to 110th Streets, at the will of the CITY. The GRANTOR may, following construction of said street light as part of improvement of 108th Street, Maple to Fort, and Fort Street, 103rd to 110th Streets, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement.

2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting or maintaining said street light as part of improvement of 108th Street, Maple to Fort, and Fort Street, 103rd to 110th Streets, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.

4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 11 day of April A.D., 1985.

INDIVIDUAL AND PARTNERSHIP

Leonard VanLiew

Frances VanLiew

Date 4-11-85

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

BOOK 749 PAGE 439

On this 11 day of [illegible], 19[illegible], before me a Notary Public, in and for said County, personally came the above named: [illegible] Van Lee, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

[illegible]
NOTARY PUBLIC

My Commission expires [illegible]

ROW/8b:7aa

3801 MISC B

RECEIVED
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GEORGE J. HUBLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 749
Page 439
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City of Omaha
Public Works Department
Right-of-Way Div.
1819 Farnam Street
Omaha, Nebraska 68193

BOOK 724 PAGE 212

Project No. S.P. 76-2
Tract No. 39

TEMPORARY CONSTRUCTION EASEMENT

CITY COPY

KNOW ALL MEN BY THESE PRESENTS:

THAT Leonard L. and Frances A. Van Liew, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Twenty-Eight Thousand Nine Hundred Seventy and No Hundreds Dollars ($28,970.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of and appurtenances thereto, the parcel of land described as follows, to-wit:

Except for structures:

A parcel of land being part of Lot 1, Block 1, Sunny Slope 4th Addition, as surveyed, platted and recorded in Douglas County, Nebraska, being more particularly described as follows: Beginning at the Northeast corner of said Lot 1; thence S00°26'45"W (assumed bearing) 155.00 feet along the west right-of-way line of 108th Street to a point on the north right-of-way line of Fowler Avenue; thence N89°43'15"W, 102.00 feet along said right-of-way line to the west line of said Lot 1; thence N71°03'32"E, 74.21 feet; thence N00°26'45"E, 45.00 feet; thence N89°33'15"W, 1.00 foot; thence N00°26'46"E, 85.57 feet to a point on the north line of said Lot 1; thence S89°43'15"E, 33.00 feet along said north line to the point of beginning.

Said parcel contains 5,901 square feet (0.14 acres) more or less.

SEE EXHIBIT "A", FOR LEGAL DESCRIPTIONS AND TRACT DRAWING, (2 PAGES) AND EXHIBIT "B", AGREEMENT LETTER, (2 PAGES) WHICH ARE MADE A PART OF THIS TEMPORARY CONSTRUCTION EASEMENT.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.

2. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the easement area as necessary for construction with the following exceptions: Except for existing structures.

3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be sodded and paved upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction work.

4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.

5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 15th day of November A.D., 1984.

INDIVIDUAL AND PARTNERSHIP

Frances A. Van Liew

Leonard L. Van Liew

Date 11-15-84

BOOK 724 PAGE 213

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15 day of November, 1984, before me a Notary Public, in and for said County, personally came the above named: Frances A. and Leonard L. Van Dyke, who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

GENERAL NOTARY - State of Nebraska
ERWIN A. HERER
My Comm. Exp. Sept. 17, 1987

NOTARY PUBLIC

My Commission expires Sept. 17th, 1987

ROW/3b:4b

City of Omaha
Public Works Department
Right-of-Way Div.
1819 Farnam Street
Omaha, Nebraska 68183

BOOK 724 PAGE 214

10808 Fowler Avenue
Omaha, Nebraska 68164
November 14, 1984

Mr. Erwin Hieber
Right-of-Way Agent
Design Division
Public Works Department
Omaha, Nebraska

Project N.	S.P. 76-2
Tract No.	39
Address	10808 Fowler Avenue Omaha, Nebraska

Dear Mr. Hieber:

We have received the Statement of Offer, Informational Letter, Temporary Construction Easement, Exhibit A (legal description and Tract Drawing of easement limits) and Exhibit B, (two page letter) all dated November 7, 1984.

We understand portions of these documents to mean the following:

1. Temporary Construction Easement.

A. The first paragraph states that we have received the consideration. As you know, we haven't, but you explained the City Council must approve the papers and then we will receive the total amount offered.

B. The legal description contains the words "Except for Structures." It is our understanding the existing one story brick and frame single family residence already constructed on Lot 1, Block 1, Sunny Slope 4th Addition, Douglas County, Nebraska will not be damaged in any manner by any person, company or government agency involved in this Project, and if so, the City of Omaha will make and pay for repairs acceptable to the owner.

2. Page 2 of 11-7-84 letter.

A. Paragraph No. 1. We understand the phrase"..and replace all existing fence lines disturbed or removed..." to mean our entire rear yard will be enclosed by a 42" cyclone fence, the way it is now.

B. Paragraph 8. The first sentence does not obligate the owner at his expense to install rock and low growing plants, but if it is done by the owner then it shall be the owner's expense.

C. Paragraph 10. "The owner is to coordinate his contractor's work with the City contractor." The owner made this request and he understnads your office will cooperate in this regard in order to be helpful to the owner.

We appreciate very much your cooperation in amending the papers and working with us to solve our problems. You have been very helpful. Thanks.

If you have any questions, or you do not have the same understanding, please call us at 493-2607.

Sincerely,

Frances F. Van Liew

Leonard L. Van Liew

BOOK 724 PAGE 215

CITY COPY

City of Omaha

Michael Boyle, Mayor

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 600
Omaha, Nebraska 68183
(402) 444-5220

James H. Suttle, P.E.
Director

November 7, 1984

Leonard & Frances Van Liew
10808 Fowler Avenue
Omaha, NE

RE: Special Project No. 76-2
Tract 39
Widening of 108th Street from Maple Street to Fort Street

Dear Mr. & Mrs. Van Liew:

This letter represents the items of agreement agreed upon between the City and you at a meeting held at your home September 27, 1984.

The following is a breakdown of the cost items to be paid to you for the garage renovation and damages incurred due to the construction and widening of 108th Street.

1.	Garage Renovation as Per Plans	$17,895.00
2.	Installation of New Gutters and Downspouts	300.00
3.	All Electrical Work	850.00
4.	Relocate and Connect Existing Air Conditioner Unit	200.00
5.	Garage Ceiling	650.00
6.	Install Two (2) New Garage Doors	750.00
7.	All Footings and Underpinning Work	1,300.00
	SUBTOTAL	$21,945.00
	Price Increase of 10% for 1985 Construction Costs	2,200.00
	SUBTOTAL	$24,145.00
	Temporary Construction Easement	1,021.00
	SUBTOTAL	$25,166.00
	Severance Damage for Loss of Trees	3,804.00
	TOTAL AMOUNT OF COMPENSATION	$28,970.00

Exhibit "B"

CITY COPY

Items of construction and procedures agreed upon between both parties and made a part of this agreement:

1. The City will remove and replace all existing fence lines disturbed or removed during construction. The City will construct a 42" cyclone fence along the top of the proposed concrete retaining walls.
2. The City will construct the concrete retaining walls using simulated brick facing.
3. The City will construct the concrete driveway east and west to meet the concrete retaining walls. (See Attached Exhibit "A", Page 2 of 2, for tract drawing limits of driveway construction.)
4. The City will construct a concrete retaining wall, if required, along the northwest corner of the driveway, easterly, in order to protect the existing three trees located in this area; the remaining area east of the trees to be graded out to the north.
5. The City will reduce the temporary construction easement by 10 feet. (See Attached Exhibit "A", Page 1 of 2, for revised legal description and Page 2 of 2 for tract drawing of easement limits.)
6. The City will install handrails on steps requiring three risers or more. Steps will be constructed at the northeast corner of the new garage addition.
7. The City will show by note on the removal and construction plans the existing three Blue Spruce trees to be saved along the northwest corner of the driveway and the tree located within in the southwest portion of the front yard.
8. Questions regarding the use of rock and low growing plants within the grass strip located between the back of curb and front of sidewalk to be at owner's expense and with the approval of the Parks and Recreation Department. The owner, at his own expense, can remove and replace the existing red slate stepping stones and existing low growing plants located within the street right-of-way which has been included on the plans for removal by the City contractor.
9. Existing wood from the pine trees to be removed during construction are the property of the City contractor and any arrangements to retain this wood must be made between the owner and the City contractor.
10. The owner's contractor to complete his paving work for the new garage floor before the paving of the new driveway construction begins. Dirt work and existing driveway removal to be completed by the City's contractor. The owner is to coordinate his contractor's work with the City contractor.

Sincerely yours,

Erwin A. Hieber
Right-of-Way Engineer/Manager
Right-of-Way Section
Design Division
Public Works Department

7D14:24

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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR

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Sunny Slope 4th add

Plat and Dedication

Filed 4-25-61 in Book 1114 at Page 602, Instrument No. _____

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable

and any cable company granted a cable television franchise system, and/or No lase

_____

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 4-27-61, in Book 365 at Page 233, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC

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~~ adjoining the ~~front~~ rear and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary lone 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.

_____

Notice 373-605 filed 12-8-61 Copy

_____

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

Dated _____ Filed _____ Book _____ at Page _____, Instrument No. _____

Temp Const Ease 724-212 filed 11-26-84 Copy

Perm Ease 749-438 filed 8-26-85 Copy

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