



BK 0895 PG 290



MISC 1989 13242

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AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS ("Amendment"), executed as of this 9th day of September, 1988, by the undersigned, being all of the owners and mortgagees of the "Real Estate" as hereinafter defined:

WITNESSETH:

WHEREAS, on February 7, 1974, certain RESTRICTIVE COVENANTS AND EASEMENTS, were recorded in the Office of the Register of Deeds of Douglas County, Nebraska, in Miscellaneous Book 532 at Page 367, a copy of which are attached hereto, marked Exhibit "A", and by this reference incorporated herein ("Original Covenants"), on the following described real estate situated in Douglas County, Nebraska, to-wit:

That part of the West one-half (W½) of the Southwest Quarter (SW¼) of Section Twenty-One (21), Township Sixteen (16) North, Range Twelve (12) East of the 6th P.M., lying North and East of State Highway No. 133 (the "Real Estate"); and

WHEREAS, on July 27, 1971, a portion of the Real Estate was platted into Lots 1 through 10, Northwest Industrial Park, as evidenced by a plat recorded in Deed Record Book 1436 at Page 3 on July 27, 1971, in the Office of the Register of Deeds of Douglas County, Nebraska (the "Platted Lots"); and

WHEREAS, the Original Covenants were indexed against the lands description of the Real Estate but were not indexed separately against any of the Platted Lots; and

WHEREAS, David P. Farrell ("Farrell"), has purchased, subject to closing thereon at or about the time of the recording of this Amendment, a portion of the Real Estate for use as an automobile repair and salvage yard, which is legally described as:

That part of the West ½ of the SW¼ of Section 21, T16N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NE corner of said West ½; thence S00°36'52"W (assumed bearing) 471.01 feet on the East line of said West ½ to the point of beginning; thence continuing S00°36'52"W 349.03 feet on the East line of said West ½; thence N89°21'57"W 231.83 feet; thence N68°02'30"W 169.92 feet; thence S74°27'01"W 586.00 feet to the Easterly right-of-way line of State Highway No. 133; thence N22°37'08"W 32.34 feet on the Easterly right-of-way line of State Highway No. 133; thence N15°32'59"W 292.91 feet on the Easterly right-of-way line of State Highway No. 133; thence N74°27'01"E 500.00 feet; thence S89°23'08"E 567.00 feet to the point of beginning (the "Farrell Parcel"); and

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

BK 895 N 21-16-12 C/O \_\_\_\_\_ FEE 110.<sup>50</sup>  
PG 290-310 N 21-16-12 DEL IN MC WC  
OF Misc COMP \_\_\_\_\_ F/B 21-60000  
04-27630

WHEREAS, Charles S. McCoppin and Pamela C. McCoppin (hereinafter collectively referred to as "McCoppin"), have purchased, subject to closing thereon at or about the time of the recording of this Amendment, a portion of the Real Estate for the use as an automobile repair and salvage yard, which is legally described as:

That part of the West  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 21, T16N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NE corner of said West  $\frac{1}{2}$ ; thence S00°36'52"W (assumed bearing) 820.04 feet on the East line of said West  $\frac{1}{2}$ ; thence N89°21'57"W 231.83 feet to the point of beginning; thence N68°02'30"W 169.92 feet; thence S74°27'01"W 586.00 feet to the Easterly right-of-way line of State Highway No. 133; thence S22°37'08"E 282.68 feet on the Easterly right-of-way line of State Highway No. 133 to the Northerly boundary line of Northwest Industrial Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence N68°31'10"E 180.67 feet on the Northerly boundary line of said Northwest Industrial Park; thence N79°56'40"E 449.97 feet on the Northerly boundary line of said Northwest Industrial Park; thence N00°36'52"E 209.78 feet to the point of beginning (the "McCoppin Parcel"); and

WHEREAS, Farrell and McCoppin intends to construct automobile repair and salvage yard facilities on their respective parcels in substantial compliance with the plan attached hereto, marked Exhibit "B", and by this reference incorporated herein; and

WHEREAS, the parties hereto wish to cause the Original Covenants to be indexed against the Platted Lots, and to suspend the enforcement of paragraph 1(j) of the Original Covenants, with respect to Lots 6, 7 and 8, and to terminate the enforcement of paragraph 1(j) of the Original Covenants as to the Farrell and McCoppin Parcels, subject to paragraphs 2 and 3 hereinafter.

NOW, THEREFORE, in consideration of the covenants and premises herein, it is agreed by and among the parties hereto as follows:

1. Amendment to Original Covenants. The legal description contained in the Original Covenants shall be, and hereby is, amended by adding the following:

Lots 1 through 10, Northwest Industrial Park, a Subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

2. Suspension of Enforceability of Paragraph 1(j) of Original Covenants. Enforcement of paragraph 1(j) of the Original Covenants with respect to lots 6, 7, and 8 of the Platted Lots is hereby suspended for a period of two (2) years from and after the date of the recording of this Amendment in the Office of the Register of Deeds of Douglas County, Nebraska, and each of the parties hereto waives all claims against any other party hereto with respect to all violations of paragraph 1(j) by the present or past owners of Lots 6, 7, and 8 prior to the date of the recording of this Amendment.

3. Release of Paragraph 1(j) of Original Covenants. The West 586 feet of both the Farrell Parcel and the McCoppin Parcel are hereby released from the operation, effect, and enforceability of paragraph 1(j) of the Original Covenants with respect to such parcels, just the same as if that portion of the Real Estate had never affected by such provision, and the same is hereby declared to be null and void as to said parcels.

4. Enforcement and Recording of Amendment. This Amendment shall be of no force or effect and shall not be recorded in the Office of the Register of Deeds of Douglas County, Nebraska, until each of the following shall have occurred: (1) the closing and conveyance of the Farrell Parcel to Farrell; (2) the closing and conveyance of the McCoppin Parcel to McCoppin; and (3) the issuance of all permits by the appropriate governmental authorities for the operation of an automobile repair and salvage yard on both the Farrell Parcel and the McCoppin Parcel.

5. Ratification and Confirmation. Except as amended and provided herein, all the terms, conditions, and provisions of the Original Covenants are ratified and confirmed.

J. David Grimes  
J. David Grimes, a/k/a  
David J. Grimes, Owner

Susan K. Grimes  
Susan K. Grimes, Owner

James O. Grimes  
James O. Grimes, Owner

Anna M. Grimes  
Anna M. Grimes, Owner

GRIMES PARTNERSHIP,  
a Nebraska partnership, Owner

By: J. David Grimes  
J. David Grimes, a/k/a  
David J. Grimes, Partner

By: James O. Grimes  
James O. Grimes, Partner

By: Mark A. Grimes  
Mark A. Grimes, Partner

By: Scott W. Grimes  
Scott W. Grimes, Partner

Donnel L. Seaton  
Donnel L. Seaton, Owner

Sharon L. Seaton  
Sharon L. Seaton, Owner

James M. Krejci 2-1-89  
James M. Krejci, Owner

Kathryn Krejci  
Kathryn Krejci, Owner

A.S. BATTIATO CO, INC., f/k/a  
A.S. BATTIATO CONSTRUCTION  
CO., INC., a Nebraska corporation,  
Owner and Mortgagee

By: [Signature], President

Attest: Miracle A. Balthasar, Secretary  
*B. Schaidmen.*

Charles Scott McCoppin  
Charles Scott McCoppin, Owner

Pamela C. McCoppin  
Pamela C. McCoppin, Owner

David P. Farrell  
David P. Farrell, a single person,  
Owner

[Signature]

F. M. ARANT COMPANY INC., a/k/a  
F. M. ARANT CO., INC., a Nebraska  
corporation, Owner

By: Robert W. Arant, President

Attest: William B. Arant, Secretary

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GREG ARMSTRONG INC.,  
a Nebraska corporation, Owner

By: [Signature], President

Attest: [Signature], Secretary

M & S GRADING INC., a Nebraska  
corporation, Owner

By: [Signature], President

Attest: [Signature], Secretary

[Signature]  
Clair H. Morgan, Owner

[Signature]  
Judith C. Morgan, Owner

[Signature]  
Richard C. Nielsen, Owner

[Signature]  
Suzanne K. Nielsen, Owner

[Signature]  
Warren L. Campbell, Owner

[Signature]  
Bonnie J. Campbell, Owner

AMES BANK, a Nebraska banking  
corporation, Mortgagee

By: [Signature]

Its: [Signature]

NORWEST BANK NEBRASKA, N.A.,  
f/k/a NORWEST BANK OMAHA, N.A.,  
a national banking association,  
Trustee and Beneficiary

By: [Signature]  
Its: [Signature]

OCCIDENTAL NEBRASKA FEDERAL  
SAVINGS BANK, f/k/a OCCIDENTAL  
SAVINGS AND LOAN ASSOCIATION,  
Mortgagee

By: Mike Clorkey  
Its: Vice President

Donald J. Buresh  
Donald J. Buresh, Trustee

FIRST OF OMAHA SAVINGS  
COMPANY, a Nebraska corporation,  
Beneficiary

By: R. Douglas Ryan  
Its: Bank Manager

John Daum, Trustee

FIRST UNITED BANK OF BELLEVUE,  
a Nebraska banking corporation,  
Beneficiary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of APRIL, 1989, before me, the undersigned, a Notary Public, in the aforesaid county, personally came J. David Grimes, a/k/a David J. Grimes and Susan K. Grimes, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

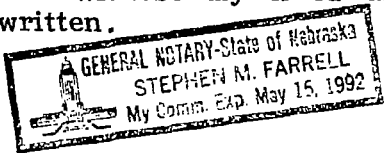


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of APRIL, 1989, before me, the undersigned, a Notary Public, in the aforesaid county, personally came James O. Grimes and Anna M. Grimes, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

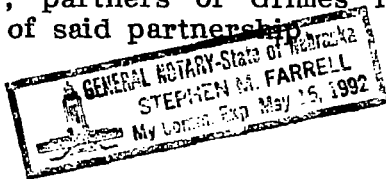
Witness my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

the foregoing instrument was acknowledged before me, a Notary Public, this 12<sup>th</sup> day of APRIL, 1989, by J. David Grimes, a/k/a David J. Grimes, James O. Grimes, Mark A. Grimes and Scott W. Grimes, partners of Grimes Partnership, a Nebraska partnership, on behalf of said partnership.



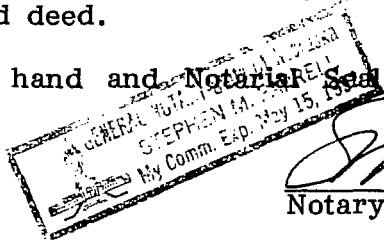
[Signature]  
Notary Public



STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 1<sup>st</sup> day of Feb, 1989, before me, the undersigned, a Notary Public, in the aforesaid county, personally came Donnel L. Seaton and Sharon L. Seaton, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 3<sup>rd</sup> day of Feb., 1989, before me, the undersigned, a Notary Public, in the aforesaid county, personally came James M. Krejci and Kathryn Krejci, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

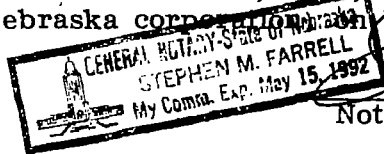


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 15<sup>th</sup> day of December, 1988, by Anthony S. Battiato, President of A.S. Battiato Co., Inc. f/k/a, A.S. Battiato Construction Co., Inc., a Nebraska corporation, on behalf of said corporation.

*Chairman of the Board of Directors*

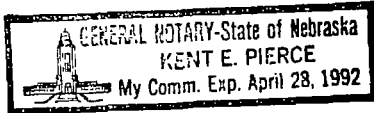


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of Sept, 1988, before me, the undersigned, a Notary Public, in the aforesaid county, personally came Charles Scott McCoppin and Pamela C. McCoppin, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Kent E. Pierce  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 21 day of Sept, 1988, before me, the undersigned, a Notary Public, in the aforesaid county, personally came David P. Farrell, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

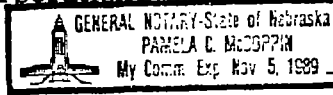
Witness my hand and Notarial Seal the day and year last above written.



Pamela C. McCoppin  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

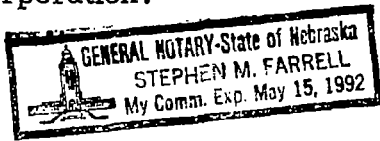
The foregoing instrument was acknowledged before me, a Notary Public, this 21 day of Sept, 1988, by Robert W. Arant President of F. M. Arant Company, Inc., a/k/a F. M. Arant Co., Inc., a Nebraska corporation, on behalf of said corporation.



Pamela C. McCoppin  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

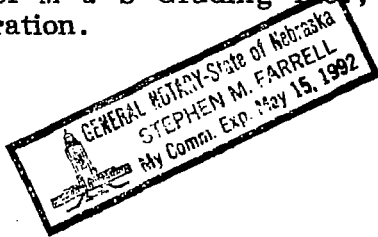
The foregoing instrument was acknowledged before me, a Notary Public, this 9<sup>th</sup> day of December, 1988, by GREG ARMSTRONG, President of Greg Armstrong Inc., a Nebraska corporation, on behalf of said corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 23<sup>rd</sup> day of December, 1988, by Clair Morgan, President of M & S Grading Inc., a Nebraska corporation, on behalf of said corporation.

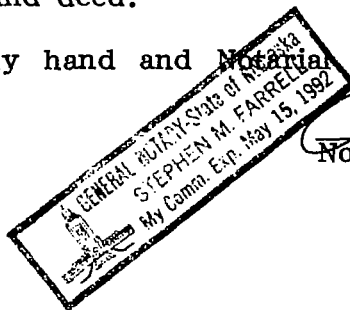


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 23<sup>rd</sup> day of December, 1988, before me, the undersigned, a Notary Public, in the aforesaid county, personally came Clair H. Morgan and Judith C. Morgan, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

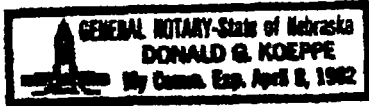


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 8th day of January, 1988, before me, the undersigned, a Notary Public, in the aforesaid county, personally came Richard C. Nielsen and Suzanne K. Nielsen, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

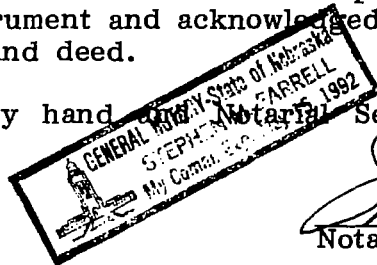


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 23rd day of December, 1988, before me, the undersigned, a Notary Public, in the aforesaid county, personally came Warren L. Campbell and Bonnie J. Campbell, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

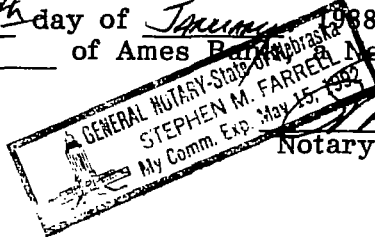
Witness my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

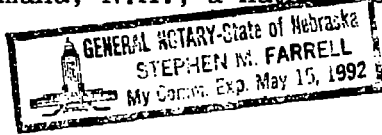
The foregoing instrument was acknowledged before me, a Notary Public, this 20th day of January, 1988, by Thomas Anderson, of Ames Bank, a Nebraska banking corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

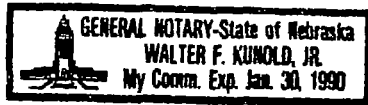
The foregoing instrument was acknowledged before me, a Notary Public, this 30<sup>th</sup> day of March, 1989, by Le Roy Bowers, of Norwest Bank Nebraska, N.A., f/k/a Norwest Bank Omaha, N.A., a national banking association.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 5<sup>th</sup> day of April, 1989, by Thomas McCloskey of Occidental Nebraska Federal Savings Bank, f/k/a Occidental Savings and Loan Association.

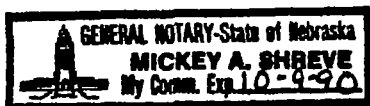


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 7 day of April, 1989, before me, the undersigned, a Notary Public, in the aforesaid county, personally came Donald J. Buresh, as Trustee, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

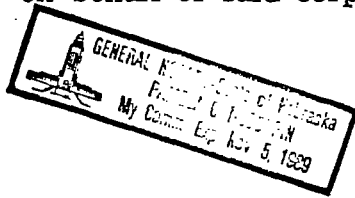
Witness my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

TATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 8 day of Feb, 1988, by R. Douglas Ryan of First of Omaha Savings Company, a Nebraska corporation, on behalf of said corporation.



Pamela A Mc Coppaw  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1988, before me, the undersigned, a Notary Public, in the aforesaid county, personally came John Daum, as Trustee, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by \_\_\_\_\_, of First United Bank of Bellevue, a Nebraska banking corporation.

\_\_\_\_\_  
Notary Public

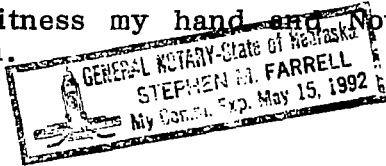
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BOOK 895 PAGE 303

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 12<sup>th</sup> day of APRIL, 1989, before me, the undersigned, a Notary Public, in the aforesaid county, personally came David P. Farrell, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

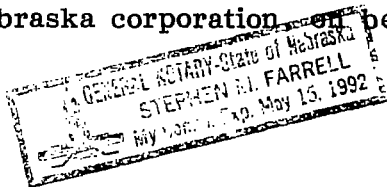
Witness my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

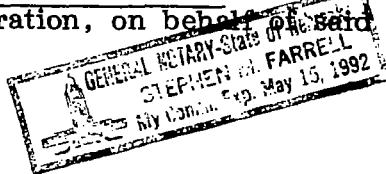
the foregoing instrument was acknowledged before me, a Notary Public, this 12<sup>th</sup> day of APRIL, 1989, by Robert W. Arant, President of F. M. Arant Company, Inc., a/k/a F. W. Arant Co., Inc., a Nebraska corporation, on behalf of said corporation.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

the foregoing instrument was acknowledged before me, a Notary Public, this 12<sup>th</sup> day of APRIL, 1989, by R. Douglas Ryan, of First of Omaha Savings Company, a Nebraska corporation, on behalf of said corporation.



[Signature]  
Notary Public

RESTRICTIVE COVENANTS AND EASEMENTS

The undersigned, being all of the owners of the following described real estate situated in Douglas County, Nebraska, to-wit:

That part of the West one-half W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-One (21), Township Sixteen (16) North, Range Twelve (12) East of the 6th P.M., lying North and East of State Highway No. 133;

do hereby state, declare and publish that such portion of said property zoned as First Industrial District shall be held under and subject to the following covenants and easements:

1. Uses Excluded.

In addition to such uses as may be excluded under applicable First Industrial District Zoning classification, the following uses are hereby prohibited:

- (a) Abattoirs, packing houses, slaughter houses or tanneries.
- (b) Asphalt plants, redi-mix concrete plants, rock crushers, stone mills, or places of extraction of earth minerals.
- (c) Blast furnaces, foundrys, smelters or other ore reduction plants.
- (d) Brick, tile or terra cotta manufacture or storage.
- (e) Cement, lime or gypsum manufacture or storage.
- (f) Bulk chemical processing, manufacture or storage.
- (g) Fertilizer plants.
- (h) Fire works or explosive manufacture or storage.
- (i) Incineration or reduction of garbage, animals, offal or refuse.
- (j) Junk yards or auto salvage yards.
- (k) Petroleum or other flammable liquid or gas refineries, pipeline terminals, or bulk storage facilities.
- (l) Stock yards, feed yards, dairies, piggeries or poultry farms.
- (m) Any other industry or business whose manufacturing processes or methods of operation constitute a nuisance by reason of offensive noise, air pollution, odor, litter, vibration, glare or explosion hazard.

2. Method of Operation.

Any commercial, industrial, distribution or warehousing use shall conform in its operation to the provisions of Paragraphs 1 to 5 inclusive, of Section 55.35.030 of the Municipal Code of the City of Omaha.

3. Enclosures.

Every use shall be operated substantially within a completely enclosed structure of a permanent type construction. Open storage of raw materials, finished or semi-finished products or production



~~BOOK 532 PAGE 308~~

equipment shall be permitted only when surrounded by a solid screen fence or wall at least 7 feet in height.

4. Outdoor Lighting.

Lighting facilities intended to illuminate yards, grounds, parking areas, drives or external portions of structures shall be designed and arranged so that they do not focus or shine on adjacent properties or public thoroughfares.

5. Signs.

All signs shall be designed, erected, located and maintained in accordance with the following regulations:

- (a) Entrance Sign. One entrance sign designating the business enterprise and direction or place of entrance may be erected for each business, provided such sign shall not project over any street right-of-way.
- (b) Wall or Roof Signs. Signs identifying or advertising the name of the business enterprise and describing the products manufactured, distributed, sold or serviced on the premises may be mounted on the roof or attached to any facade of the main structure on the lot. If mounted on the roof, such sign shall not exceed the over-all maximum height limitations of this section.
- (c) Temporary Sign. One temporary sign relating to the sale or lease of the premises, not to exceed 20 square feet in area, may be erected by the owner or a licensed real estate broker in each front and side yard of the lot.

6. Height Limitations.

No building shall exceed 40 feet in height except that antennas, chimneys, bins, tanks, cooling towers, water towers, machinery lofts or penthouses and similar production accessory appurtenances (not including signs) may be erected to exceed this height limit, provided however, such exceptions shall not exceed 65 feet in height.

7. Area Regulations:

- (a) Front Yard. No building shall be erected within 35 feet of the right-of-way line of State Highway No. 133, nor within 35 feet of the right-of-way line of any other street. A minimum of 10 feet of such front yard shall be devoted to landscaped area, except for driveways or sidewalks.
- (b) Side Yards. There shall be a minimum side yard of 10 feet.
- (c) Lot Width. The minimum lot width shall be 100 feet.
- (d) Parking Areas. No parking areas shall be permitted within 10 feet of Highway No. 133.

8. Approval of Plans.

Prior to commencement of any grading or construction, the final grading and building plans must be submitted to the undersigned for approval. No trailer, basement, shack, barn or other outbuilding of a temporary character shall be constructed upon said property.

9. Easements.

A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew sewer mains and appurtenances, conduits, 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 (5) foot strip of land adjoining the rest or side boundary lines of all lots.

10. Amendment.

The foregoing Covenants and Easements shall run with the land and be binding upon all persons for a period of twenty (20) years from the date hereof, unless amended by written agreement executed by all of the owners of said property and by the Planning Director of the City of Omaha, Nebraska. Nothing contained herein shall be construed as imposing upon the undersigned the duty or obligation of enforcement hereof.

A. S. Battiato  
A. S. Battiato, Trustee

B. & W Company  
B. & W Company

August E. Paulsen & Vivian Paulsen, husband & wife  
August E. Paulsen & Vivian Paulsen, husband & wife

Bernard Sommer  
Bernard Sommer

A. S. Battiato Construction Co., Inc.  
A. S. Battiato Construction Co., Inc.

Redstrom Planning Co.  
Redstrom Planning Co.

James M. Kreyer & Kathryn Kreyer, John Terjants  
James M. Kreyer & Kathryn Kreyer, John Terjants

Bauer Planning Co., Inc.  
Bauer Planning Co., Inc.

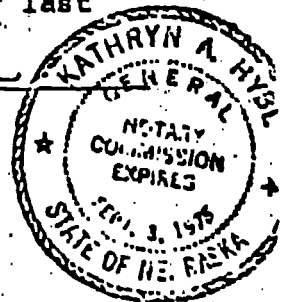
W & H Construction Co.  
W & H Construction Co.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 1st day of February, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said County, personally came A. S. BATTIATO, TRUSTEE, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Kathryn A. Hybl  
Notary Public



My Commission Expires:

September 3, 1975

STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

On this 1st day of February, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said County, personally came Richard F. White,  
and A.S. Battiato Trust Company to me known to be the identical person(s) whose name(s) is affixed to the foregoing instrument and acknowledged the same to be his, her or their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Kathryn A. Hybl  
Notary Public



My Commission Expires:

September 3, 1975

STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

On this 1st day of February, 1974, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said County, personally came August J. Paulson  
and Vivian Paulson husband & wife to me known to be the identical person(s) whose name(s) is affixed to the foregoing instrument and acknowledged the same to be his, her or their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Kathryn A. Hybl  
Notary Public



My Commission Expires:

September 3, 1975

STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

On this 1st day of February, 1974, before me, the under-  
signed, a Notary Public, duly commissioned, qualified for and  
residing in said County, personally came Bernard Semola

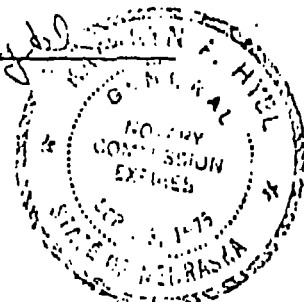
to me known to be the identical person(s) whose name(s) is  
affixed to the foregoing instrument and acknowledged the same  
to be his, her or their voluntary act and deed and the voluntary  
act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last  
above written.

Kathryn A. Hight  
Notary Public

My Commission Expires:

September 3, 1975



STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

On this 1st day of February, 1974, before me, the under-  
signed, a Notary Public, duly commissioned, qualified for and  
residing in said County, personally came Roland F. White,  
President of A. S. Electric Construction Co., Inc.

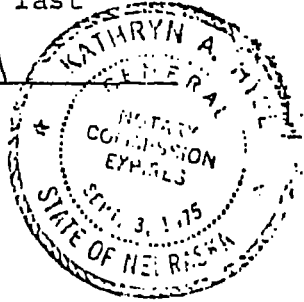
to me known to be the identical person(s) whose name(s) is  
affixed to the foregoing instrument and acknowledged the same  
to be his, her or their voluntary act and deed and the voluntary  
act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last  
above written.

Kathryn A. Hight  
Notary Public

My Commission Expires:

September 3, 1975



STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

On this 1st day of February, 1974, before me, the under-  
signed, a Notary Public, duly commissioned, qualified for and  
residing in said County, personally came Donald R. Rudberg,  
Vice President of Robinson Plumbing Co.

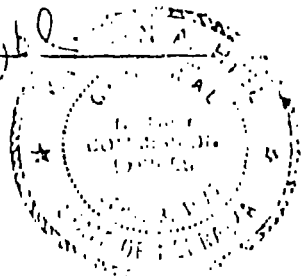
to me known to be the identical person(s) whose name(s) is  
affixed to the foregoing instrument and acknowledged the same  
to be his, her or their voluntary act and deed and the voluntary  
act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last  
above written.

Kathryn A. Hight  
Notary Public

My Commission Expires:

September 3, 1975



STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

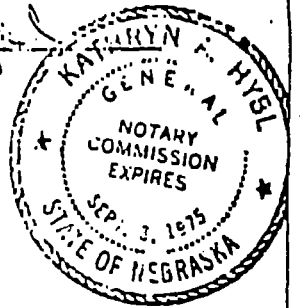
On this 1st day of February, 1974, before me, the under-  
signed, a Notary Public, duly commissioned, qualified for and  
residing in said County, personally came James M. Krjci  
and Kathleen Krjci, as Joint Tenants  
to me known to be the identical person(s) whose name(s) is  
affixed to the foregoing instrument and acknowledged the same  
to be his, her or their voluntary act and deed and the voluntary  
act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last  
above written.

Kathryn A. Hybl  
Notary Public

My Commission Expires:

September 3, 1975



STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

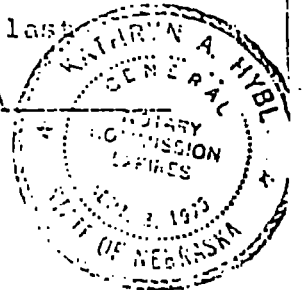
On this 4th day of February, 1974, before me, the under-  
signed, a Notary Public, duly commissioned, qualified for and  
residing in said County, personally came James S. Bauer,  
President of Bauer Plumbing Co., Inc.  
to me known to be the identical person(s) whose name(s) is  
affixed to the foregoing instrument and acknowledged the same  
to be his, her or their voluntary act and deed and the voluntary  
act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last  
above written.

Kathryn A. Hybl  
Notary Public

My Commission Expires:

September 3, 1975



STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

On this 1st day of February, 1974, before me, the under-  
signed, a Notary Public, duly commissioned, qualified for and  
residing in said County, personally came Clare W. Anderson,  
Partner of W.A. Construction Co.  
to me known to be the identical person(s) whose name(s) is  
affixed to the foregoing instrument and acknowledged the same  
to be his, her or their voluntary act and deed and the voluntary  
act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last  
above written.

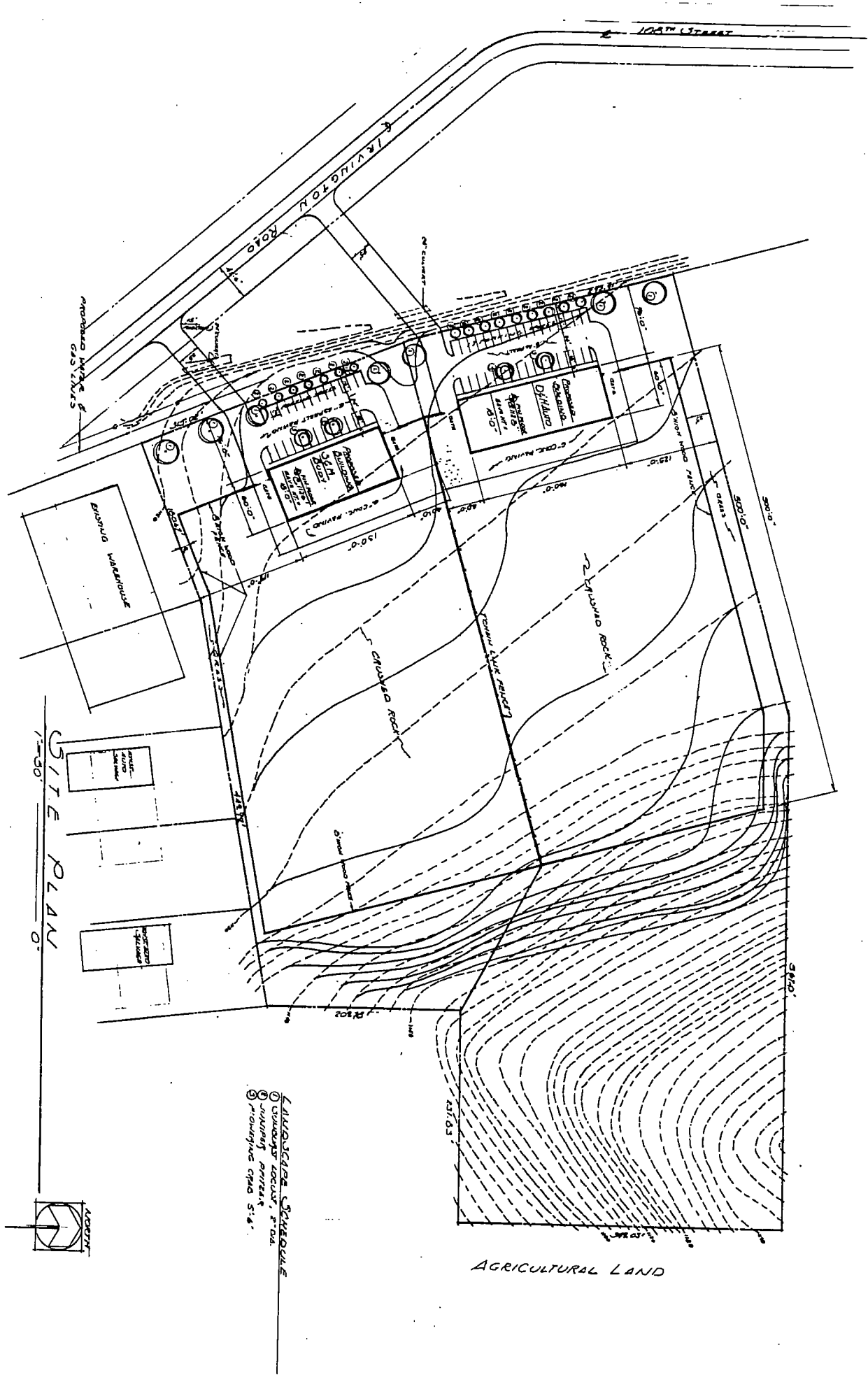
Kathryn A. Hybl  
Notary Public

My Commission Expires:

September 3, 1975



32 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
1974 FEB 11 AM 10:10 M. C. HAROLD OSTLER, REGISTER OF DEEDS



CONSTRUCTION MIDWEST  
 400 Grandview Boulevard, Suite 227