

Royal Wood Estates Regia

TA 8942 Lot 402 & pt Lot 403

TA-11655 - Lot 405 & NW 9' Lot 404

TA 13320 "

TA-49541 NW 18.67' L 403 & 404

TA-58229 L 406

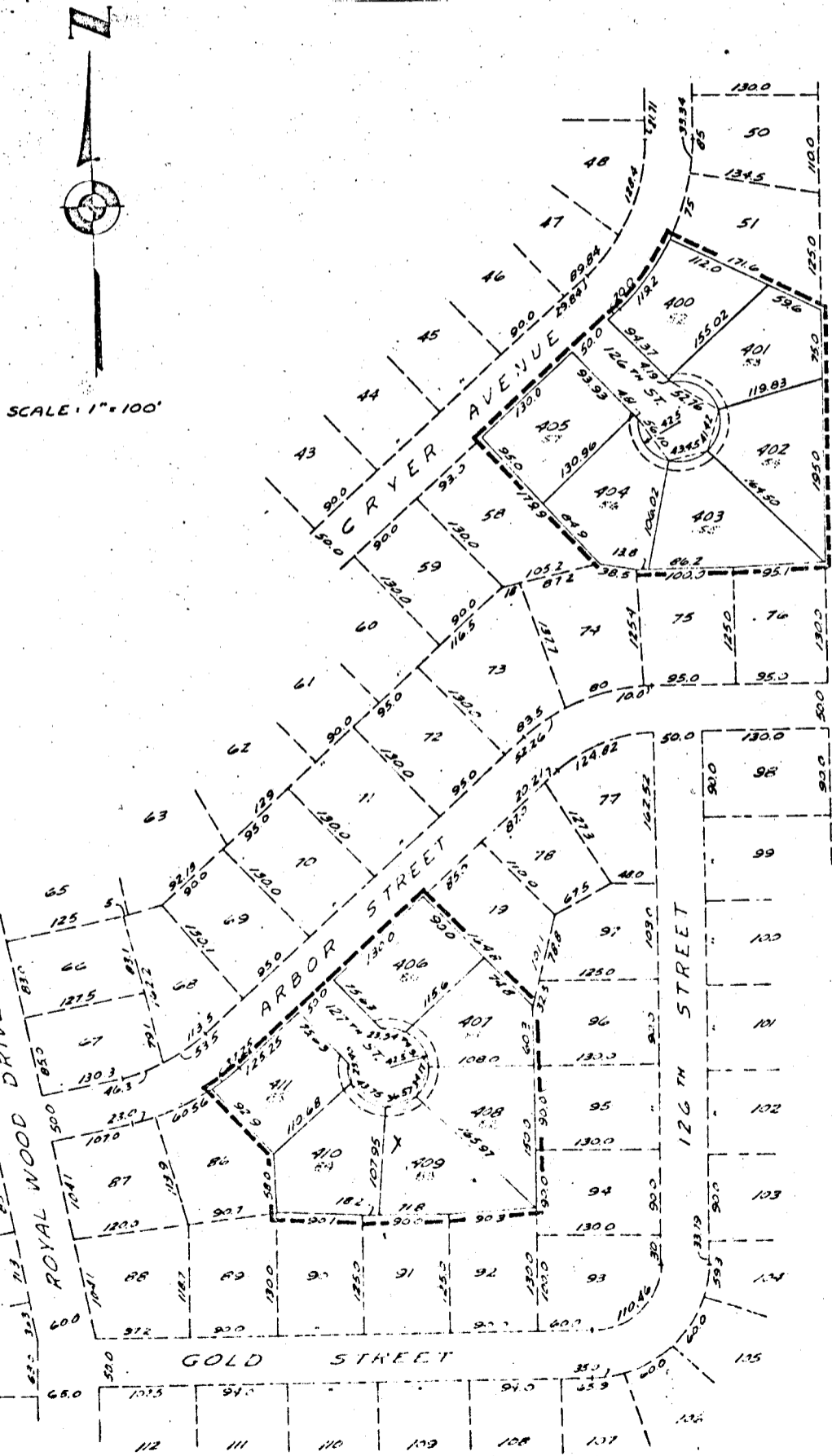
TC2952E L 410

Abstract Copies
Complete Background?

ROYAL WOOD ESTATES REPLAT

A REPLAT OF LOTS 52 THRU 57 AND LOTS 80 THRU 85
INCLUSIVE, ROYAL WOOD ESTATES, DOUGLAS COUNTY NEBRASKA

A SUBDIVISION LOCATED IN THE S.W. 1/4 OF SECTION 30, T-15-N,
R-12-E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA
(LOTS 400 THRU 411 INCLUSIVE)



BEL AIR VILLAGE

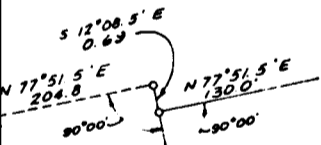
ROYAL WOOD ESTATES

A SUBDIVISION IN THE S.W. $\frac{1}{4}$
 OF SECTION 30, T-15N, R-12E
 OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA
 (LOTS 1 THRU 112 INCL,
 OUT LOT 1 AND OUT LOT 2)

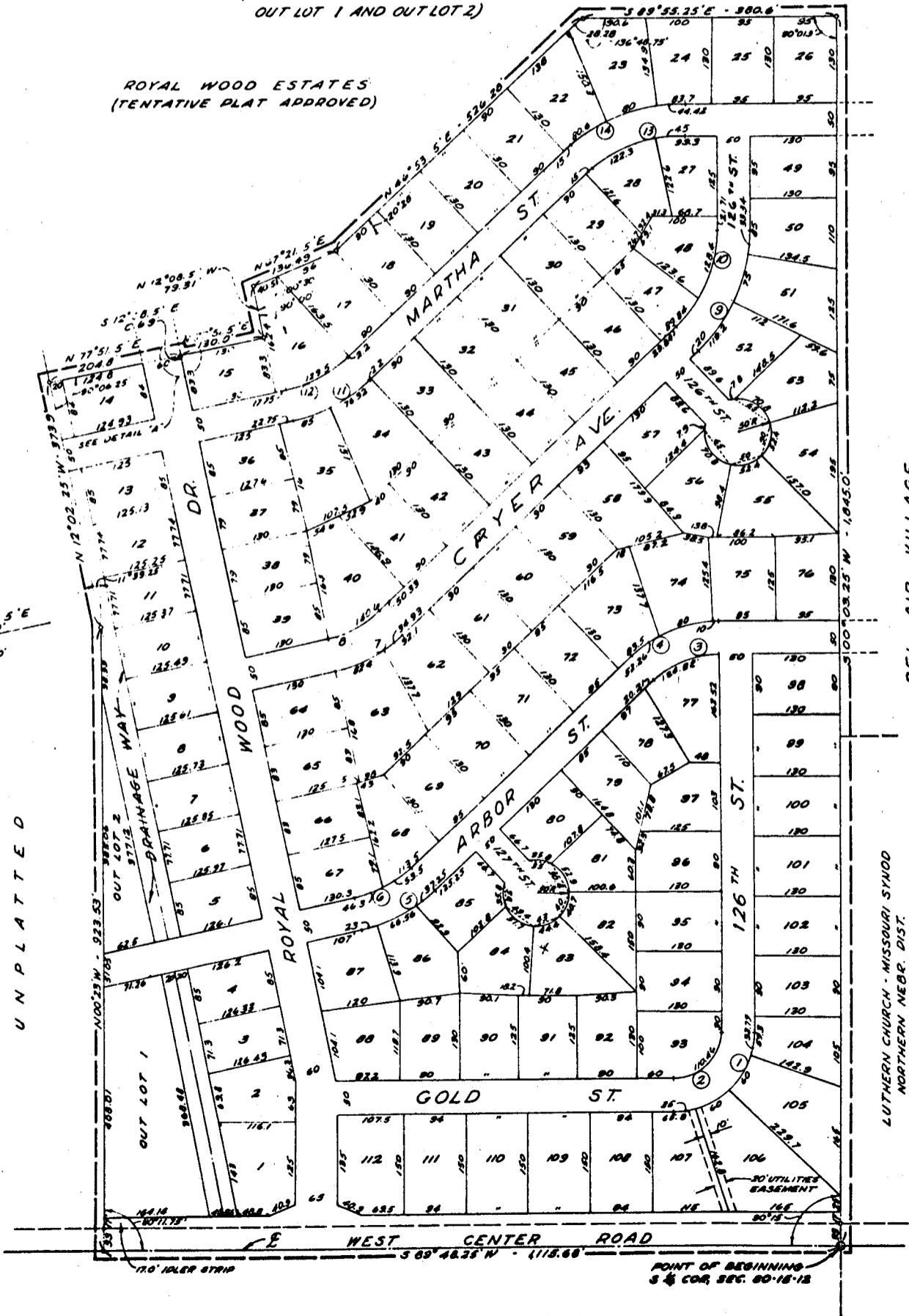
ROYAL WOOD ESTATES
 (TENTATIVE PLAT APPROVED)



SCALE: 1"=100'



DETAIL 'A'



UNPLATTED

BEL-AIR VILLAGE
 (TENTATIVE PLAT APPROVED)

LUTHERN CHURCH - MISSOURI SYNOD
 NORTHERN NEBR. DIST.

UNPLATTED

POINT OF BEGINNING
 S $\frac{1}{4}$ COR. SEC. 30-15-12

Nebraska.

One witness. Acknowledged July 25, 1939, before G. E. Nelson, General Notary Public, with seal, Douglas County, Nebraska. Commission expires April 26, 1941.

See Reverse 356/551

No. 14 : Martha G. Cryer, a widow, and : AGREEMENT.
 Book 153 : Elizabeth Cryer Kent, a widow, : Dated Feb. 28, 1941
 Page 457 : to : Filed Mar. 14, 1941
 : Socony-Vacuum Oil Company, :
 : Incorporated. :

For and in consideration of the sum of \$1.00 cash to us in hand paid, the receipt of which is hereby acknowledged, and the further sum of 50¢ per rod for each rod of pipe laid thereon, to be paid when construction is actually started on premises, survey excepted, grant the right to lay, maintain, alter, repair, inspect, operate and remove pipe lines for the transportation of oil and/or gas and products or by-products thereof, water and other substances, together with such drips, valves, fittings, meters and similar appurtenances as may be necessary or convenient to the operation of the saidlines, on, over or through certain lands situated in Douglas County, Nebraska, described as follows: Section 30, Township 15 N Range 12 E, South Half; and the Northwest Quarter of - subject to a lease in favor of Highland Country Club dated February 14, 1923, covering the NW¼ 30-15-12, with ingress and egress to and from same. The said grantors, their heirs and assigns, are to fully use and enjoy said premises except for the purposes hereinbefore granted to said grantee, which hereby agrees to pay any damage which may arise to grades, fences, stock, buildings and land from the maintaining, operating and removing of said lines, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, their heirs and assigns, one by said grantee, its successors or assigns, and the third by two appointed aforesaid, and the award of such persons or any two of them shall be final and conclusive. Said company, its successors and assigns, shall have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said Socony-Vacuum Oil Company, Incorporated, its successors or assigns.

All pipe laid under this grant shall be laid on a route selected by the grantee, its successors and assigns, and shall be buried to such a depth as not to interfere with the ordinary cultivation of land.

It is understood that within contract constitutes the entire agreement between the parties, and that no oral agreements made by the person securing this grant shall be binding upon the grantee.

One witness. Acknowledged February 28, 1941, before Saxton Kendrick, Notary Public, with seal, Montgomery County, Pennsylvania. Commission expires January 18, 1943.

No. 15 : John Willms and Minnie Willms, : WARRANTY DEED.
 Book 597 : husband and wife, : Dated June 14, 1928
 Page 77 : to : Filed Aug. 18, 1931
 : Minnie Willms. : Cons: \$2.00 and
 : : other valuable
 : : consideration.

Conveys all of the North One-half of the South West Quarter of Section 32, Township 15, Range 12 East of the 6th Principal Meridian, containing 80 acres more or less, according to government survey, thereof, and also the North One-half of the South One-half of the S. W. ¼ of Sec. 32, Township 15, Range 12, East of the 6th P.M., excepting such part as is taken off by the Union Pacific Railroad right of way, the two tracts containing about 114 acres more or less, Douglas County, Nebraska.

One witness. Acknowledged June 14, 1928, before G. E. Nelson, Notary Public, with seal, Douglas County, Nebraska. Commission expires April 26, 1929.

and principal during any one calendar year including the sums required to be paid by the schedule of payments hereinabout provided for shall not exceed the sum of \$75,000.00.

Upon request and payment of principal at the rate of \$2000.00 for each acre of land requested to be released including payments of principal under the schedule of payments hereinabout provided for and limited to the sum of \$75,000.00 in any one calendar year including accrued interest to date of payment, mortgagees agree to release from the lien of this mortgage such portions of the property as shall be designated by the mortgagors upon the following conditions:

(1) Mortgagors are given the privilege of making initial requests for partial releases covering parcels in not more than 2 locations within the tract covered by this mortgage, such parcels to adjoin the outer boundary of said tract and thereafter to request additional partial releases of parcel or parcels bordering entirely upon and adjoining a parcel or parcels for which a prior request for release has been made and executed.

(2) The mortgagors shall not be entitled to a release of property the result of which would be to leave remaining an "island" of unreleased property or a tract of unreleased property of small size or unusual shape which would be of impaired value because of its size or shape.

(3) Nor shall the mortgagors be entitled to a release of the property which would impair the security of the owners and holders of this mortgage in the property remaining or create "checkerboarding"

(4) The mortgagees agree to execute written partial releases from time to time to accomplish partial releases and upon payment of the entire mortgage debt, to execute such blanket release or releases as may be reasonably requested by the mortgagors.

Mortgagors shall pay all taxes levied and assessed under the laws of the State of Nebraska against the mortgaged property or upon the debt secured hereby subsequent to the 1957 state and county taxes before the same become delinquent.

Mortgagors agree to maintain the house and set of farm buildings now located on part of the mortgaged property in good repair and condition and the same shall not be removed from the mortgaged property.

Provides for insurance.

The mortgagors may at any time after March 1, 1959 remove the said improvements upon the payment to the mortgagees of the additional sum of \$20,000.00 upon the principal obligation of the note for which this mortgage is given as security and any interest accrued to the date of such payment and provided further that such payment of said additional sum of \$20,000.00 shall not entitle the mortgagors to the release of any portion of the real estate from the lien of this mortgage nor shall such payment be made or such buildings removed if such payment including interest shall cause total payments made or required to be made to exceed \$75,000.00 in any one calendar year.

One witness. Acknowledged December 1, 1958 before Tyler B. Gaines, Notary Public, with seal, Douglas County, Nebraska.

Commission expires September 4, 1960.

See Release 352/551

No. 29	:	Socony Mobil Oil Co. Inc., a Corpor-	:	ASSIGNMENT OF EASEMENT.
Book 350	:	ation organized under the laws of the	:	Dated Nov. 30, 1959
Page 29	:	State of New York (formerly known	:	Filed Jan. 15, 1960
	:	under the name of Socony-Vacuum Oil	:	Cons: \$1.00 and other
	:	Co. Inc) (Corporate Seal)	:	valuable consideration
	:	By D. R. Lamont, Vice President	:	Int. Rev. \$3.30
	:	Attest: A. F. Noble, Ass't	:	
	:	Secretary,	:	
	:		:	
	:	to	:	
	:	Magnolia Pipe Line Company, a	:	
	:	Corporation organized under the laws:	:	
	:	of the State of Texas.	:	

Assigns all right, title and interest in and to all those certain right of way grants, covering lands located in Douglas County, Nebraska shown on the list attached.

Acknowledged November 30, 1959 in New York County, New York, in due form before Elizabeth Conroy, Notary Public for the State of New York, with seal.

Commission expires March 30, 1960.

Seal Recites: Notary Public for Queens County, New York.

Certificate filed in New York County, New York, and in Queen's County, N.Y. qualifying said Notary.

Attached list of easement grants, lists:

Agreement for right of way - Martha G. Cryer, et al - right of way over the South half and NW¼ Section 30-15-12 East - recorded in Book 153 Page 457 of Douglas County, Nebraska.

No. 30 : Jule M. Newman, Calvin M. Newman, E. : AFFIDAVIT
Book 354 : Robert Newman, and wives :
Page 105 : To : Filed June 3, 1960
: Whom It May Concern :

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

Jule M. Newman, Calvin M. Newman, and E. Robert Newman, and wives being first duly sworn, depose and state that they are the owners of record of the following described real estate:

Southwest Quarter (SW¼) of Section Thirty (30), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, subject to public streets,

and that they are now in possession thereof.

E. Robert Newman
Barbara F. Newman, his wife
Calvin M. Newman
Raquel H. Newman, his wife
Jule M. Newman
Carolyn Newman, his wife

Subscribed and sworn to before me this 25 day of April, 1960.

(Notarial Seal)

Ethel S. Mayne, Notary Public,

Commission expires September 16, 1963.

limited to land north of us

No.31 : Magnolia Pipe Line Company (Corporate : RELEASE OF RIGHT
Book 356 : Seal), By D. R. Ford, Vice President, : OF WAY AGREEMENT
Page 551 : Attest: James R. Boll : Dated July 12,1960
: To : Filed Aug.15,1960
: Millard R. Seldin,owner :

Recites: "Whereas, on the 28th day of February, 1941, Martha G. Cryer, a Widow and Elizabeth Cryer Kent, a widow, executed to Socony-Vacuum Oil Company, Incorporated, Magnolia's predecessor, a right of way agreement for pipe lines and other purposes across certain lands situated in Douglas County, Nebraska, said right of way agreement being recorded in Book 153 of Misc., Page 457, of the Register of Deeds Office of Douglas County, Nebraska, reference to which is made for all purposes as if the same were copied herein; and

Whereas, the land originally included in said right of way agreement is now held in severalty and in separate tracts by various parties and whereas the present holder and owner of the following described land, to-wit:

SW/4 of Section 30, T15N., R. 12E., Douglas County, Nebraska has requested Magnolia to release the rights, privileges and easements granted to it by the above mentioned right of way agreement insofar as it covers all of the said SW/4 of Section 30, except for a strip of land herein

after described, upon which pipe lines or other appurtenant property and equipment are now located.

Now, therefore, in consideration of the mutual benefits and obligations of the parties resulting from the covenants herein, the parties do hereby agree as follows:

(1) Magnolia hereby releases all its right, title, and interest held by it under the above described right of way agreement dated February 28, 1941, recorded in said Book 153 of Misc., Page 457, insofar as it covers the following described land, to-wit:

The SW/4 of Section 30, T. 15 N., R. 12 E., of the 6th P.M., in Douglas County, Nebraska, excepting therefrom a triangular tract of land more particularly described as follows: Beginning at the Northeast corner of the SW/4 of Sec. 30, T. 15 N., R. 12 E., thence South 313' along the East line of said SW/4 thence Northwesterly 317' more or less to a point on the North line of said SW/4; thence East 50' to point of beginning, containing .180 acre more or less (as said excepted portion, which is retained herein by Magnolia is shown on the attached Print #A-1803 marked Exhibit "A", and by this reference made a part hereof).

(2) Owners hereby grant and convey successors and assigns, the rights of way, easements, and privileges to lay, repair, maintain, operate and remove pipe lines and replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair and maintain, graphite and steel anodes and other devices for control of pipe line corrosion, over, across and through the above described strip or corridor, with ingress and egress to and from the same, said rights of way, easements and privileges herein granted each being divisible and assignable or transferable in whole or in part, to have and to hold the same unto said Magnolia Pipe Line Company, its successors and assigns, for so long as used for the purposes aforesaid.

(3) It is expressly understood that except for existing easement rights, now owned by other parties, Magnolia Pipe Line Company, its successors and assigns, shall have an exclusive easement across and over said right of way strip except as provided in Paragraph Number 4 following. It is agreed that Owners, their successors or assigns, will permit no building, body of water, or other structure or obstruction to be placed upon said right of way strip, and that the dirt covering said pipe lines shall not be added to or removed without Magnolia's written consent.

(4) Notwithstanding any of the foregoing provisions, Owners, their heirs and assigns, may permit the construction, operation, repair, and maintenance of utility lines, streets, roadways or railroad tracts across (as distinguished from running lengthwise along) said right of way strip, and if said crossings are made it is agreed that Owners, their heirs and assigns, shall reimburse Magnolia, or cause Magnolia to be reimbursed, for all the reasonable and necessary costs for labor and materials incurred by Magnolia in casing, lowering or otherwise protecting said line for said crossings.

(5) Said right of way agreement dated February 28, 1941, and referred to above, shall remain in full force and effect except as amended hereby.

(Corporate Seal)

Attest James R. Boll
Assistant Secretary

Millard R. Seldin, Owner
Magnolia Pipe Line Company
By D. R. Ford, Vice President

No witness. Acknowledged July 12, 1960 by Millard R. Seldin before John W. Delehant, Jr., Notary Public, with seal, Douglas County, Nebraska.

Commission expires September 16, 1960.

No witness. Acknowledged August 1, 1960 by D. R. Ford, Vice President of Magnolia Pipe Line Company, a Texas corporation, in due form for said corporation before Doris Hickey, Notary Public, with seal, Dallas County, Texas.

Commission expires June 1, 1961.

No. 32	:	Plat and Dedication for Street	:	DEDICATION FOR
Book 358	:	Widening	:	STREET
Page 719	:		:	Filed Oct.11,1960

Know all men by these presents that we the undersigned, Jule M. Newman, and Carolyn R. Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, sole owners of the 42 foot strip of land described below and embraced within the above plat and shown as additional right of way for 132nd street hereby dedicate to the public for public use the said 42 foot strip for street purposes to be hereafter known as 132nd Street, and we hereby ratify and approve of this disposition of our land and we hereby dedicate to the public for public use the lane as shown.

Legal Description: East 42 feet of the West 75 feet of the South 1320 feet of Section 30, Township 15 North, Range 12 East, Douglas County, Nebraska.

E. Robert Newman
 Barbara F. Newman
 Calvin M. Newman
 Raquel H. Newman
 Jule M. Newman
 Carolyn R. Newman

STATE OF NEBRASKA)
 COUNTY OF DOUGLAS) SS

On this 1st day of August, 1960 before me a Notary Public, duly qualified and commissioned in and for said County and State personally appeared Jule M. Newman, Carolyn R. Newman, Calvin M. Newman, Raquel H. Newman, E. Robert Newman, and Barbara F. Newman, who are personally known to me to identical persons whose names are affixed to the foregoing instrument and they acknowledged the signing of the same to be their voluntary act and deed.

Helen E. Pogue
 Notary Public

(Notarial Seal)

Commission expires March 22, 1964.

STATE OF NEBRASKA)
 COUNTY OF DOUGLAS) SS

On this 27th day of September, 1960, before me a Notary Public, duly qualified and commissioned in and for said County and State, personally appeared John Rosenblatt, Mayor and M. J. Dineen, Jr., City Clerk who are personally known to me to be identical persons whose names are affixed to the foregoing instrument and they acknowledged the signing of the same to be their voluntary act and deed and who is duly authorized to sign same.

Mary I. Galligan
 Notary Public

(Notarial Seal)

Commission expires March 14, 1963.

Approvals: Above plat and dedication recommended for approval by:

D. P. DeBord, City Engineer 8-22-'60
 Alden Aust, Planning Director 8-18-'60

This plat and dedication approved and accepted by the City Council of the City of Omaha this day of August 30, 1960.

Attest: M. J. Dineen, Jr.
 City Clerk

John Rosenblatt, Mayor
 A. V. Sorensen,
 President, City Council

No. 33 : Jule M. Newman, Carolyn Newman, Calvin : COVENANT AND
 Book 362 : M. Newman, Raquel H. Newman, E. Robert : RESTRICTION
 Page 367 : Newman, Barbara F. Newman : Dated May 25, 1960
 : to : Filed Jan. 26, 1961
 : Whom It May Concern :

This indenture made this 25 day of May, 1960, by Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, his wife, and E. Robert Newman and Barbara F. Newman, his wife, having title to the following-described property, to-wit:

The SW $\frac{1}{4}$ of Section 30, Township 15, Range 12, East of the 6th P.M., excepting public roads and highways.

Whereas, the undersigned are the owners of the above-described property and desire to effect development of it, and

Whereas, the undersigned are desirous of subjecting part of the entire tract to certain covenants, agreements, easements, restrictions, conditions, and charges,

NOW, THEREFORE, this indenture witnesseth that the undersigned, Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, do hereby impose and charge the following-described parcel or tract with covenants and agreements, easements, restrictions, conditions, and charges as set forth hereinafter, said property being described as follows:

A tract of land in the SW $\frac{1}{4}$ of Section 30, Township 15 North, Range 12 East of the 6th P.M., bounded and described as follows:

Beginning at the center of said Section 30; thence south along the east line of said SW $\frac{1}{4}$ a distance of 2,647.2 feet, more or less, to the south Quarter corner of said Section 30; thence west along the south line of said SW $\frac{1}{4}$ a distance of 1,115.68 feet; thence north 0° 23' West a distance of 923.53 feet; thence north 12° 02.25' West a distance of 487.43 feet; thence south 89° 48.25' West a distance of 1,313.0 feet, more or less, to the west line of said Section 30; thence north along said west line a distance of 1,238.05 feet, more or less, to the west quarter corner of said Section 30; thence east along the north line of said SW $\frac{1}{4}$ a distance of 2,547.9 feet, more or less, to the point of beginning, excepting from the said tract public roads and highways,

and said covenants, agreements, easements, restrictions, conditions, and charges being as follows:

The land included in said last above-described tract shall be used for non-commercial purposes only.

The said covenants are for the express benefit of all of the SW $\frac{1}{4}$ of Section 30, Township 15 Range 12, East of the 6th P.M., excepting public roads and highways, and except the tract hereinabove described, and may be enforced by the owners of said tract benefited, and these covenants shall run with the land and be binding on all successors in title, and if the said tract be divided, sold in parcels, or platted into blocks, lots, streets, and ways, said covenants to remain in full force and effect as to all property contained within the boundaries described above.

The failure by any land owner to enforce any restrictions, conditions, covenant, or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

No witness. Acknowledged May 25, 1960 by Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, before Helen E. Pogue, Notary Public, with seal, Douglas County, Nebraska.
 Commission expires March 22, 1964.

No. 36. : Plat : Filed Jan. 27, 1961
 Book 1108 : of :
 Page 128 : Royal Wood Estates, a Subdivision :
 : in the S. W. $\frac{1}{4}$ of Section 30, T- :
 : 15-N, R-12-E of the 6th P.M., :
 : Douglas County, Nebraska (Lots 1 :
 : thru 112 incl., Out Lot 1 and Out :
 : Lot 2) :

SURVEYOR'S CERTIFICATE

I hereby certify that we have accurately surveyed and staked with iron pins all corners of all Lots, Avenues, Streets, angle points and ends of all curves in Royal Wood Estates, said Addition is located in the S. W. $\frac{1}{4}$ of Sec. 30, T-15-N, R-12-E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the S $\frac{1}{4}$ corner of Section 30-15-12; thence S 89°48.25' W along the South line of said Section 30 a distance of 1,115.68 ft; thence N 00°23' W a distance of 923.53 ft; thence N 12°02.25' W a distance of 373.9 ft; thence N 77°51.5' E a distance of 204.8 ft; thence S 12°08.5' E a distance of 0.69 ft; thence N 77°51.5' E a distance of 130.0 ft; thence N 12°08.5' W a distance of 79.31 ft; thence N 67°21.5' E a distance of 136.49 ft; thence N 46°53.5' E a distance of 526.28 ft; thence S 89°55.25' E a distance of 380.6 ft; to the East line of the S.W. $\frac{1}{4}$; thence S 00°03.25' W along said East line of the S.W. $\frac{1}{4}$ a distance of 1,845.0 ft. to the point of beginning.
 Date: August 18, 1960.

Gollehon & Schemmer, Inc. (Seal)
 By E. M. Gollehon,
 Registered Land Surveyor L.S.-134.

GRADING ACKNOWLEDGEMENT

I hereby certify that the Streets within Royal Wood Estates (Lots 1 Thru 112 inclusive, Out Lot 1 and Out Lot 2) were graded the full width of the dedicated right of way to an approved grade of the City Engineer.
 Date: August 18, 1960.

E. M. Gollehon, (Seal)
 Registered Engineer, E-1661

DEDICATION

Know All Men By These Presents: That we Millard R. Seldin, Single, Jule M. Newman, Calvin M. Newman, E. Robert Newman, George B. Boland and Helen Boland, husband and wife being sole owners and proprietors of the land described in the Surveyor's Certificate and embraced within this Plat have caused the same to be subdivided into Lots and Streets, said Subdivision to be known as Royal Wood Estates (Lots 1 Thru 112 inclusive, Out Lot 1 and Out Lot 2). The Lots numbered as shown, and we hereby ratify and approve of the disposition of our property as shown on this Plat, and we hereby dedicate to the public for public use, the Streets shown herein.

In witness whereof, we do hereunto set our hands this 1st day of Sept. A.D. 1960.

Millard R. Seldin	Calvin M. Newman
Jule M. Newman	E. Robert Newman
George B. Boland	Helen Boland

No witness. Acknowledged September 1, 1960 by Millard R. Seldin, single, Jule M. Newman, Calvin M. Newman, E. Robert Newman, George B. Boland and Helen Boland, husband and wife, before Nellie E. Booze, Notary Public, with seal, Douglas County, Nebraska.
 Commission expires March 8, 1964.

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 the Records of this Office.

Sam J. Howell, County Treasurer
By C. A. Remington, Deputy.

(Seal)

Date: Aug. 16, 1960.

OMAHA CITY COUNCIL ACCEPTANCE

This Plat of Royal Wood Estates (Lots 1 Thru 112 incl, Out Lot 1 and Out Lot 2) was approved by the City Council of Omaha, on this 20 day of September, A.D. 1960.

Attest: M. J. Dineen, Jr.
City Clerk.

W. P. Garvey,
President of Council.

John Rosenblatt, Mayor.

(Seal)

APPROVAL OF OMAHA CITY PLANNING BOARD

This Plat of Royal Wood Estates (Lots 1 Thru 112 incl, Out Lot 1 and Out Lot 2) was approved by the City Planning Board, on this 17 day of Aug. A.D. 1960.

Jesse L. Schroeder,
Chairman of the City Planning Board.

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve of this Plat of Royal Wood Estates (Lots 1 Thru 112 incl, Out Lot 1 and Out Lot 2) this 22 day of August, A.D. 1960.

D. P. DeBord, City Engineer.

No. 33 : Jule M. Newman, Carolyn Newman, Calvin : COVENANT AND
 Book 362 : M. Newman, Raquel H. Newman, E. Robert : RESTRICTION
 Page 367 : Newman, Barbara F. Newman : Dated May 25, 1960
 : : to : Filed Jan. 26, 1961
 : : Whom It May Concern :

This indenture made this 25 day of May, 1960, by Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, his wife, and E. Robert Newman and Barbara F. Newman, his wife, having title to the following-described property, to-wit:

The SW $\frac{1}{4}$ of Section 30, Township 15, Range 12, East of the 6th P.M., excepting public roads and highways.

Whereas, the undersigned are the owners of the above-described property and desire to effect development of it, and

Whereas, the undersigned are desirous of subjecting part of the entire tract to certain covenants, agreements, easements, restrictions, conditions, and charges,

NOW, THEREFORE, this indenture witnesseth that the undersigned, Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, do hereby impose and charge the following-described parcel or tract with covenants and agreements, easements, restrictions, conditions, and charges as set forth hereinafter, said property being described as follows:

A tract of land in the SW $\frac{1}{4}$ of Section 30, Township 15 North, Range 12 East of the 6th P.M., bounded and described as follows:

Beginning at the center of said Section 30; thence south along the east line of said SW $\frac{1}{4}$ a distance of 2,647.2 feet, more or less, to the south Quarter corner of said Section 30; thence west along the south line of said SW $\frac{1}{4}$ a distance of 1,115.68 feet; thence north 0° 23' West a distance of 923.53 feet; thence north 12° 02.25' West a distance of 487.43 feet; thence south 89° 48.25' West a distance of 1,313.0 feet, more or less, to the west line of said Section 30; thence north along said west line a distance of 1,238.05 feet, more or less, to the west quarter corner of said Section 30; thence east along the north line of said SW $\frac{1}{4}$ a distance of 2,547.9 feet, more or less, to the point of beginning, excepting from the said tract public roads and highways, and said covenants, agreements, easements, restrictions, conditions, and charges being as follows:

The land included in said last above-described tract shall be used for non-commercial purposes only.

The said covenants are for the express benefit of all of the SW $\frac{1}{4}$ of Section 30, Township 15 Range 12, East of the 6th P.M., excepting public roads and highways, and except the tract hereinabove described, and may be enforced by the owners of said tract benefited, and these covenants shall run with the land and be binding on all successors in title, and if the said tract be divided, sold in parcels, or platted into blocks, lots, streets, and ways, said covenants to remain in full force and effect as to all property contained within the boundaries described above.

The failure by any land owner to enforce any restrictions, conditions, covenant, or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

No witness. Acknowledged May 25, 1960 by Jule M. Newman and Carolyn Newman, husband and wife, Calvin M. Newman and Raquel H. Newman, husband and wife, and E. Robert Newman and Barbara F. Newman, husband and wife, before Helen E. Pogue, Notary Public, with seal, Douglas County, Nebraska.
 Commission expires March 22, 1964.

No. 41 : Royalwood Estates, Inc. : PROTECTIVE COVENANTS
Misc. 363 : (Corporate Seal) : Dated Feb. 10, 1961
Page 145 : By Millard R. Seldin, President : Filed Feb. 20, 1961
: Attest: Theodore M. Seldin, :
: Secretary, :
: :
: To :
: Whom it May Concern :

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995: Lots 1 through 112, in Royalwood Estates, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. 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, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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 outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock

or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1300 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "Ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet.)

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide as the minimum setback line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royal Wood Drive side of Lots 15, 36, 37, 38, 39, 64, 65, 66, 67, 87, 88 & 112; On Gold Street or 126th Street side of Lots 98 through 112 inclusive; On Arbor Street side of Lot 77, 78, 79, 80, 85, 86, 87; On Cryer Avenue side of Lots 49, 50, 51, 52 & 57 through 64 inclusive; On Martha Street side of Lots 27 through 36 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by the written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, 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 (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of

lots in said Addition. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 31 of Douglas County, Nebraska.

In witness whereof, the undersigned, being the owner of all said real estate, have caused these presents, to be duly executed this 10th day of February, 1961.

No witness. Acknowledged February 10, 1961 by Millard R. Seldin, President of Royalwood Estates, Inc., a corporation in due form for said corporation before Stanley C. Silverman, Notary Public with seal, Douglas County, Nebraska.

Commission expires January 4, 1964.

No. 41	: Royalwood Estates, Inc.	: PROTECTIVE COVENANTS
Misc. 363	: (Corporate Seal)	: Dated Feb. 10, 1961
Page 145	: By Millard R. Seldin, President	: Filed Feb. 20, 1961
	: Attest: Theodore M. Seldin,	:
	: Secretary,	:
	: To	:
	: Whom it May Concern	:

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995: Lots 1 through 112, in Royalwood Estates, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. 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, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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 outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock

or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1300 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "Ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet.)

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide as the minimum setback line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royal Wood Drive side of Lots 15, 36, 37, 38, 39, 64, 65, 66, 67, 87, 88 & 112; On Gold Street or 126th Street side of Lots 98 through 112 inclusive; On Arbor Street side of Lot 77, 78, 79, 80, 85, 86, 87; On Cryer Avenue side of Lots 49, 50, 51, 52 & 57 through 64 inclusive; On Martha Street side of Lots 27 through 36 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by the written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, 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 (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of

No. 47 : Ralph O. Hefflinger, John : RESOLUTION
 Misc. 378 : J. Cavanaugh, Gus A. Dworak, :
 Page 239 : Daniel C. Lynch, Leonard : Filed March 27, 1962
 : Bergman, Board of County :
 : Commissioners, Douglas County, :
 : Nebraska, :
 : :
 : To :
 : Whom it May Concern :

Resolved:

Whereas, the Board of County Commissioners of Douglas County, Nebraska, on the 23rd day of January, 1962, deemed that the public interest required the vacation of 126th Street southeast from Cryer Avenue, and bounded by Lots 52 through 57, Royal Wood Estates, and 127th Street southeast from Arbor Street, bounded by Lots 80 through 85, Royal Wood Estates, a subdivision located in the Southwest Quarter of Section 30, Township 15 North, Range 12 East of the 6th P.M., as surveyed, platted and recorded, in Douglas County, Nebraska, and by resolution on that date directed the Highway Department Superintendent to study the use being made of the aforesaid streets and to submit in writing to the County Board upon the study made and his recommendation as to the vacation thereof, and

Whereas, on the 1st day of February, 1962, the Highway Department Superintendent recommended to the Board of County Commissioners of Douglas County, Nebraska, that "The Royal Wood Estates, Inc. and Millard R. Seldin and Beverly Seldin are the sole owners and it is their desire to replat this property if vacation is granted" and recommended that the vacation be granted and

Whereas, the Board of County Commissioners of Douglas County, Nebraska, on the 13th day of February, 1962, adopted a resolution fixing Tuesday, March 6th, 1962 at 10:15 A.M., in the County Board room of Douglas County, Nebraska, as the time, date and place for a public hearing thereon, and

Whereas, the Board of County Commissioners of Douglas County, Nebraska caused such resolution to be published in the Daily Record, a legal newspaper in Douglas County, Nebraska, once a week for three consecutive weeks, and further caused copies of the resolution fixing the time, date and place of said public hearing to be served upon all of the owners of land abutting on or adjacent to the streets to be vacated by mailing the same by certified mail, to the last known address of each owner more than two weeks in advance of the hearing, and

Whereas, said streets do not lie within a township in a County operating roads on a township basis, and

Whereas, a public hearing was held on March 6th, 1962 at 10:15 A.M. in the County Board Room of Douglas County, Nebraska, and at said time and place no objections were voiced, and at the conclusion of said hearing the Board of County Commissioners of Douglas County, Nebraska, determined that the public good required the vacation of said streets.

Therefore, be it resolved by the Board of County Commissioners of Douglas County, Nebraska, that the above described streets in Douglas County, Nebraska, be and the same is hereby vacated to conform to the plat attached hereto, marked Exhibit "A" and incorporated herein by reference; and that the above described vacated streets shall revert to the owners of the adjacent real estate, one-half on each side thereof, subject to the condition and limitation that there is reserved to the Metropolitan Utilities District of the City of Omaha, the Omaha Public Power District, Northwestern Bell Telephone Company or any other public utilities the right to construct, maintain, repair, renew and operate existing or hereafter installed water mains, pole lines, conduits and other similar services or equipment above, on and below the surface of the ground for the purpose of serving the general public or abutting property owners; and the right so reserved shall also include such lateral connections or branch lines as may be ordered, desired or permitted by the County; and to enter upon the premises to accomplish the above purpose at any and all times.

Be it further resolved that the County Surveyor be and is hereby authorized and directed to correct the records, profiles and plats accordingly and that a copy of this resolution be filed in the Register of Deed's office and the cost of same be charged to the petitioners.

Ralph O. Hefflinger Gus A. Dworak Leonard Bergman,
 John J. Cavanaugh Daniel C. Lynch

Board of County Commissioners

Motion by Dworak; seconded by Douglas County, Nebraska.

Bergman, I move the adoption of the resolution.

Adopted: March 13, 1962.

Yeas: Cavanaugh, Dworak, Lynch, Bergman, Hefflinger.

(Seal) (Certified copy)

Walter X. Spellman, County Clerk

No. 48 : P L A T : Filed June 21, 1962
 Book 1153 : of :
 Page 143 : ROYAL WOOD ESTATES REPLAT, A :
 : Replat of Lots 52 thru 57 and :
 : Lots 80 thru 85 inclusive, :
 : Royal Wood Estates, Douglas :
 : County, Nebraska, a Subdivision :
 : located in the S.W. ¼ of Section :
 : 30, T-15-N, R-12-E of the 6th :
 : P.M., Douglas County, Nebraska :
 : (Lots 400 thru 411 inclusive) :

DEDICATION:

Know all men by these presents: That Royal Wood Estates, Inc., a Nebraska Corporation: Millard R. Seldin, President, (and First Federal Savings and Loan Association of Lincoln, Lincoln, Nebraska, (Mortgagee)) and Millard R. Seldin and Beverly Seldin, husband and wife; being sole owners and proprietors of the land described in the surveyor's certificate and embraced within this plat, has caused the same to be subdivided into lots and streets, said subdivision to be known as Royal Wood Estates Replat, the lots numbered as shown and hereby ratifies and approves of the disposition of its property as shown on this plat, and hereby dedicates to the public for public use the streets shown herein.

In witness whereof, we have hereunto set our hands this 8th day of January, A.D., 1962.

Millard R. Seldin
 Beverly Seldin

Royal Wood Estates, Inc. (Corporate Seal)
 By Millard R. Seldin
 Theodore M. Seldin, Secretary
 First Federal Savings and Loan Association
 of Lincoln (Corporate Seal)
 By John E. Dean
 Wm. J. Seiboldt, Jr., Secretary

No witness. Acknowledged January 8, 1962 by Millard R. Seldin and Beverly Seldin, husband and wife, and by Millard R. Seldin, President of Royal Wood Estates, Inc., a Nebraska corporation in due form for said corporation before Stanley C. Silverman, Notary Public with seal, Douglas County, Nebraska. Commission expires January 4, 1964.

No witness. Acknowledged January 8, 1962 by John E. Dean, Vice President, First Federal Savings and Loan Association of Lincoln, Lincoln, Nebraska in due form for said Association before Shirley A. Stunkel, Notary Public with seal, Douglas County, Nebraska. Commission expires November 5, 1965.

OMAHA CITY COUNCIL ACCEPTANCE:

This plat of Royal Wood Estates Replat was approved by the City Council of Omaha, on this 27th day of March, A.D., 1962.

(Seal)

Attest: Mary I. Galligan, City Clerk
 Harry Trustin, President of Council
 James J. Dworak, Mayor

APPROVAL OF OMAHA CITY PLANNING BOARD:

This plat of Royal Wood Estates Replat was approved by the City Planning Board, on this 14th day of March, A.D., 1962.

Charles W. O'Rourke, Chairman of
 The City Planning Board

APPROVAL OF CITY ENGINEER OF OMAHA:

I hereby approve of this plat of Royal Wood Estates Replat, this 22nd day of February, 1962.

D. P. DeBord, City Engineer

GRADING ACKNOWLEDGEMENT:

I hereby certify that the streets within Royal Wood Estates Replat were graded the full width of the dedicated right-of-way to an approved grade of the City Engineer.

James A. Schemmer, Registered Engineer

Date: 12 Jan. 62.

E-2032

SURVEYOR'S CERTIFICATE. North Portion:

I hereby certify that I have accurately surveyed and staked with iron pins, all corners of all lots, streets, angle points and ends of all curves in Royalwood Estates Replat, a replat of Lots 52 through 57 Royalwood Estates a platted and recorded addition in Douglas County, Nebraska, and vacated 126th street enclosed by said lots more particularly described as follows: Beginning at the most westerly corner of Lot 57, Royalwood Estates: thence, Northeasterly along the Northwest lines of Lot 57 and vacated 126th Street and Lot 52, Royalwood Estates a distance of 200 feet to a point of curve; thence, on a curve on the Northwest side of Lot 52, Royalwood Estates, a distance of 99.2

Feet; thence, southeasterly along the Northeast side of Lots 52 and 53, Royalwood Estates a distance of 171.6 feet; thence, southerly along the East side of Lot 53 and 54, Royalwood Estates a distance of 270 feet; thence, Westerly along the North line of Lot 76, Royalwood Estates a distance of 95.1 feet; thence, westerly along the North line of Lot 75, Royalwood Estates a distance of 100 feet; thence, Northwesterly along the Northeast side of Lot 74 Royalwood Estates a distance of 38.5 feet; thence, Northwesterly along the southwest side of Lots 56 and 57 Royalwood Estates a distance of 179.9 feet to the point of beginning.

Gollehon & Schemmer, Inc.
William A. Fell-Registered Land
Surveyor LS-125

Surveyor's Certificate. South Portion:

I hereby certify that I have accurately surveyed and staked with iron pins, all corners of all lots, streets, angle points and ends of all curves in Royalwood Estates Replat, a Replat of Lots 80 through 85 Royalwood Estates, a platted and recorded Addition in Douglas County, Nebraska and vacated 127th street enclosed by said lots, more particularly described as follows:

Beginning at the Northermost corner of Lot 80, Royalwood Estates; thence, Southeasterly along the northeast sides of Lots 80 and 81, Royalwood Estates a distance of 164.8 feet; thence, southerly along the East line of Lots 81 and 82, Royalwood Estates a distance of 210.3 feet; thence, westerly along the northerly line of Lot 92, Royalwood Estates a distance of 90.3 feet; thence, westerly along the northerly line of Lot 91, Royalwood Estates a distance of 90 feet; thence, westerly along the north line of Lot 90, Royalwood Estates a distance of 90.1 feet; thence, northerly along the west line of Lot 84, Royalwood Estates a distance of 58 feet; thence, northwesterly along the Southwest line of Lot 85, a distance of 92.9 feet; thence, North-easterly along a curve on the Northerly line of Lot 85, Royalwood Estates a distance of 37.25 feet; thence, northeasterly along the northwest line of Lot 85, vacated 127th Street and Lot 80, Royalwood Estates a distance of 26.8 feet to the point of beginning.

(Corporate Seal)

Gollehon & Schemmer, Inc.
William A. Fell-Registered Land
Surveyor LS-125

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 the records of this office.

(Seal)

Date: Jan. 10, 1962.

Sam J. Howell, County Treasurer
C. H. Remington, Deputy