

AGREEMENTS MODIFYING COVENANTS  
AND RESTRICTIONS

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THIS AGREEMENT entered into this 23 day of January, 1970, between DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska Corporation, referred to herein as "Duchesne" and THE OMAHA NATIONAL BANK, Trustee, referred to herein as "Omaha National" and JOHN W. BUCHOLZ and JOAN P. BUCHOLZ, referred to herein as "Bucholzes".

W I T N E S S E T H:

WHEREAS, by deeds dated March 4, 1966, Omaha National, Frederick H. Bucholz and Naomi T. Bucholz conveyed certain property to Duchesne, subject to certain covenants and restrictions, contained in said deeds, recorded in Book 1280, Pages 445 and 437 of the Deed Records of Douglas County, Nebraska, said property being described as follows:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 1 North, Range 12 East of the 6th P.M., Douglas County, Nebraska containing 40 acres more or less.

WHEREAS, Omaha National is the owner as Trustee of Lot 4 Bloomfield Hills Addition in Douglas County, Nebraska, and John W. Bucholz and Joan P. Bucholz are the owners of Lot 5 in said Bloomfield Hills Addition, said owners being described in the aforesaid covenants and restrictions as the "adjoining property owners", and

WHEREAS, in accordance with the right so to do stated in said covenants and restrictions, said adjoining property owners and Duchesne as the owner of the aforescribed property, desire to modify such covenants and restrictions as hereinafter provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph B-2 of said covenants and restrictions is hereby modified by adding at the end thereof the following:

"Notwithstanding the foregoing, and even though the entire west one-half of the tract is not used for school purposes in accordance with the foregoing and Paragraph A hereof, the following ten acre portion of the East one-half of the tract,

A tract of land in the East one-half of Section 16, Township 15 North, Range 12, East of the 6th P.M., described as follows: Beginning at the intersection of the north right-of-way line of Western Avenue and the west right-of-way line of 96th Street, which point is 33 feet west of the east line of the east one-half of said Section 16; thence west along the north right-of-way line of Western Avenue a distance of 435.60 feet to a point; thence north on a line parallel to and 468.60 feet west of the east line of the east one-half of said Section 16, a distance of 1,000.00 feet to a point; thence east 435.60 feet to a point on the west right-of-way line of 96th Street, thence south along the west right-of-way line of 96th Street, which is parallel to and 33.00 feet west of the east line of the east one-half of said Section 16, a distance of 1,000.00 feet to the point of beginning, and containing 10.00 acres,

and such portion only, may be devoted to any use which meets all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, and as height, any structure shall not exceed 65 feet in height, and which also meets the following requirements:

1. No structure and no portion of any structure on said ten acre tract shall exceed 65 feet in height from the existing grade level.
2. No structures, other than pedestrian ways not in excess of six feet in width, shall be located on the west 35 feet of such ten acres, and such 35 foot strip shall be grassed or grassed and landscaped.

3. No vehicular ingress or egress shall be located anywhere on the west boundary line of such ten acres, provided, however, if an expressway or other limited access highway is placed to the north of said ten-acre tract but on or partially on the land acquired by Duchesne by the aforesaid deeds, dated March 4, 1966, and if the remaining land acquired by Duchesne in such deeds, lying north of said ten-acre tract, is not sufficient or practical as to grade to give reasonable access from 96th Street to the land acquired by Duchesne by said deeds, then, not more than one right-of-way access not in excess of sixty-five feet in width may be located on the west boundary line of such ten-acre tract.
  4. All exterior lighting on said ten acres shall be directed basically downward and shall be so installed and shielded that the light generating element is not visible beyond the west boundary line of the tract.
2. Except as modified by the foregoing, the covenants and restrictions in the aforescribed deed shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

ATTEST:

DUCHESNE COLLEGE AND CONVENT OF THE  
SACRED HEART, a Nebraska Corporation

Rita Ryan Secretary BY Margaret Mary Miller, esq. President

THE OMAHA NATIONAL BANK, Trustee

By

Title

John W. Bucholz  
John W. Bucholz

Joan P. Bucholz  
Joan P. Bucholz

STATE OF NEBRASKA ]  
 ] ss.  
 COUNTY OF DOUGLAS ]

On this 26 day of January, 1970, before me, the undersigned a Notary Public in and for said County, Personally came Margaret Mary Miller, President of Duchesne College and Convent of the Sacred Heart, a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above Agreement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation; and that the corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha, Nebraska, in said county the day and year last above written.

Francis C. Menden  
 Notary Public

My commission expires the 16 day of Sept, 1972.

STATE OF NEBRASKA ]  
 ] ss.  
 COUNTY OF DOUGLAS ]

On this 23rd day of January, 1970, before me the undersigned, a Notary Public in and for said county, personally came Robert O. Brown, to me known to be a trust officer of The Omaha National Bank and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the same to be his voluntary act and deed as such trust officer and the voluntary act and deed of the Trustee.

Witness my hand and notarial seal at Omaha, Nebraska in said county the day and year last above written.

Robert O. Brown  
 commission expires the 17 day of February, 1973.

STATE OF NEBRASKA ]  
COUNTY OF DOUGLAS ]

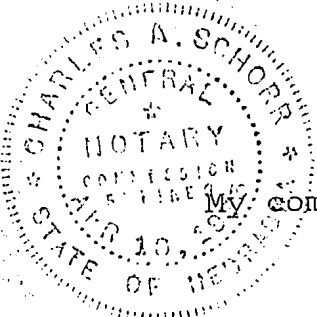
On this 23 day of January, 1970, before me the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came JOHN W. BUCHOLZ and JOAN P. BUCHOLZ, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written,

*Charles A. Schorr*

Notary Public

My commission expires the 18 day of June, 1973.



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REGISTERED DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.

In and to the Index and filed for record in the Register of Deeds of said county and recorded in

Book 485 of 111  
Page 677

*C. A. Schorr*

For the State of Nebraska

By \_\_\_\_\_

MAIL Robert C. Schorr

2000 South 14th St. Omaha, Neb. 68104

16-15-12 / 3-25