
KNOW ALL MEN BY THESE PRESENTS:

1. Parties

The parties to this agreement are O. M. Campbell and Alice A. Campbell, husband and wife, hereafter called Campbells, parties of the first part, and, Richard C. Peck and Dorothy E. Peck, husband and wife, hereafter called Pecks, Eldred L. Failing and Aloise J. Failing, husband and wife, hereafter called Failings, Frank Kutilek and Louise Kutilek, husband and wife, hereafter called Kutileks, and Frank J. Wear and Marjorie H. Wear, husband and wife, hereafter called Wears, all parties of the second part. The covenants herein made by Campbells shall also be for the use and benefit of City of Omaha, the municipal corporation, and of the owners in fee of all lands adjacent to the land which is the subject of this agreement and later herein is legally described, and specifically including each respective owner in fee of all lots situated in Block 6 of Cornish Heights, an addition to the City of Omaha, Douglas County, Nebraska, their heirs, successors and assigns.

2. Subject of Agreement

The subject of this agreement is a tract of land legally described as follows:

A tract of land lying wholly within the North One-Half of the Southeast Quarter of the Northeast Quarter ($N\frac{1}{2} SE\frac{1}{4} NE\frac{1}{4}$) of Section Twenty-six (26), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point 25 feet North of the Southwest corner of the North Half of the Southeast Quarter of the Northeast Quarter ($N\frac{1}{2} SE\frac{1}{4} NE\frac{1}{4}$) of Section Twenty-six (26), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska; thence North along the West line of said North Half of the Southeast Quarter of the Northeast Quarter ($N\frac{1}{2} SE\frac{1}{4} NE\frac{1}{4}$) of said Section 26, 635.2 feet to a point on the North line of said North Half of the Southeast Quarter of the Northeast Quarter ($N\frac{1}{2} SE\frac{1}{4} NE\frac{1}{4}$) of said Section 26; thence East along the said North line of said North Half of the Southeast Quarter of the Northeast Quarter ($N\frac{1}{2} SE\frac{1}{4} NE\frac{1}{4}$) of said Section 26, a distance of 750.95 feet; thence South on a line 750.95 feet East of and parallel to the West line of said North Half of the Southeast Quarter of the Northeast Quarter ($N\frac{1}{2} SE\frac{1}{4} NE\frac{1}{4}$) of said Section 26, a distance of 635.2 feet to a point on the North right of way line of Hickory Street; thence West along the North line of Hickory Street a distance of 750.95 feet to point of beginning; EXCEPT the North 25 feet thereof.

3. Explanatory Provision

Pecks are the owners in fee of Lot 8, Block 6 of Cornish Heights Addition, Failings are the owners in fee of Lot 5, Block 6 of Cornish Heights Addition, Kutileks are the owners in fee of Lot 4, Block 6 of Cornish Heights Addition, and Wears are the owners in fee of Lot 9, Block 6 of Cornish Heights Addition. All of said lands are improved residential properties situated and fronting on 75th Street immediately west of the land which is the subject of this agreement.

O. M. Campbell is the owner in fee of the land described in paragraph 2, which is the subject of this agreement and which is presently zoned 2nd Residence. Campbell has petitioned the City of Omaha to rezone part of the described land from 2nd Residence to P-1 and the remainder from 2nd Residence to 8th Residence, all as presently defined by zoning ordinances of the City of Omaha. To secure the requested rezoning Campbell has represented to the City of Omaha, to the owners adjacent to said land, and to second parties that:

(1) the rezoning would be for the purpose of permitting the land to be used as a site for the erection, development and maintenance of a lodge building and recreational area for Omaha Lodge No. 1817, Benevolent and Protective Order of Elks; (2) for these purposes the Campbells propose to convey the fee title to said land to Dodge Street Building Corporation; (3) use of all of the west 125 feet of said land, which is included in the area requested to be rezoned to P-1, would be limited solely to a landscaped area planted to grass, shrubs and trees, except so much of the east 15 feet thereof as shall be required for a vehicular driveway running generally in a north-south direction along the west side of a proposed lodge building; said area to be maintained neatly as a buffer zone to separate the residential lands in Block 6 of Cornish Heights Addition from the lodge building, vehicular parking area, recreational areas, or any other facilities; and (4) the roof height of any structure to be built on that part of the land requested to be rezoned to 8th Residence will not exceed 25 feet from ground level.

This agreement is not conditioned upon rezoning the land which is the subject of the agreement or any part of it.

4. Consideration

The covenants herein made are in consideration of the sum of One Dollar paid to first parties by second parties, the receipt of which is acknowledged, in consideration of the mutual covenants herein undertaken, and in consideration of the fulfillment of the representations made as recited above.

5. Covenants

First parties hereby covenant and agree with second parties for the use and benefit of City of Omaha, the municipal corporation, second parties and their heirs, successors and assigns, the owners in fee of all lands adjacent to the land which is the subject of this agreement and specifically including each respective owner in fee of all lots situated in Block 6 of Cornish Heights, an addition to the City of Omaha, Douglas County, Nebraska, their heirs, successors and assigns, as follows:

a. The covenants hereafter set forth shall commence on the effective date of the ordinances rezoning the land which is the subject of this agreement, as petitioned for by Campbell, shall remain in force for a period of thirty years from and after the date the proposed facilities to be developed on the land are opened to use by the membership of Omaha Lodge No. 1817, Benevolent and Protective Order of Elks, and shall run with the land.

b. The covenants applicable to said land shall be set forth by Campbells in any deed or deeds or other instruments transferring title or possession or use or enjoyment of the land from Campbells to Dodge Street Building Corporation, or to any other party or parties, or their successors or assigns.

c. Except for the dwelling house now situated on the north side of the tract, use of the land which is the subject of this agreement shall be limited to the development of and construction and maintenance of meeting and recreational facilities for the use of the membership of Omaha Lodge No. 1817, Benevolent and Protective Order of Elks.

d. Use of and construction on all of the west 125 feet of the land which is the subject of this agreement, except so much of

the east 15 feet thereof as shall be required for a vehicular driveway running generally in a north-south direction along the west side of a proposed lodge building, shall be limited to plantings of grass, shrubs, and trees, which shall be maintained neatly as a landscaped buffer zone to separate the residential lands in Block 6 of Cornish Heights, an addition to the City of Omaha, Douglas County, Nebraska, from the lodge, vehicular parking, recreational areas, or any other facilities which may be constructed elsewhere upon the land which is the subject of this agreement.

e. On that part of the land other than the west 125 feet, which is the subject of sub-paragraph c above, no structure shall be built or erected the roof height of which exceeds 25 feet from ground level.

f. In the event title or possession or use or enjoyment of the land which is the subject of this agreement is not transferred by deed or otherwise to the Dodge Street Building Corporation or to Omaha Lodge No. 1817, Benevolent and Protective Order of Elks, for the purposes herein set forth and agreed upon, Campbell shall petition the City of Omaha to rezone all of the land described in paragraph 2 to 2nd Residence and City of Omaha may proceed to rezone said land to 2nd Residence.

g. In the event of breach of any of the covenants of this agreement, upon application of any one of second parties to this agreement or City of Omaha or of any owner in fee of residential land situated in Block 6 of Cornish Heights, an addition to the City of Omaha, Douglas County, Nebraska, or of any owner in fee of residential land adjacent to the land which is the subject of this agreement, City of Omaha may proceed to rezone all of said land to 2nd Residence. This provision, however, shall be without limitation upon or prejudice to the exercise of any other and additional remedies available at law or in equity.

h. The foregoing covenants shall be binding upon the successors and assigns of all parties hereto.

i. At the expense of first parties this agreement shall be recorded and indexed upon the land title records in the Office of the Register of Deeds of Douglas County, Nebraska.

Dated this 26th day of September, 1963.

First Parties

O. M. Campbell
O. M. Campbell

Alice A. Campbell
Alice A. Campbell

Richard C. Peck
Richard C. Peck

Dorothy E. Peck
Dorothy E. Peck

Eldred L. Failing
Eldred L. Failing

Aloise J. Failing
Aloise J. Failing

Second Parties

Frank Kutilek
Frank Kutilek

Louise Kutilek
Louise Kutilek

Frank J. Wear
Frank J. Wear

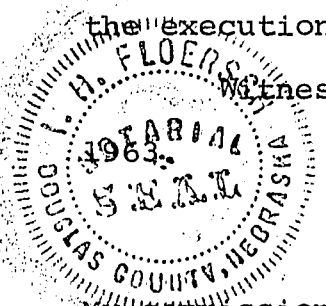
Marjorie H. Wear
Marjorie H. Wear

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a notary public in and for said county and state, appeared O. M. Campbell and Alice A. Campbell, to me known personally to be the identical persons whose names are affixed to the foregoing agreement, and they and each of them acknowledged said agreement and the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal this 26th day of September.

J. H. Floersch
Notary Public



My commission expires:

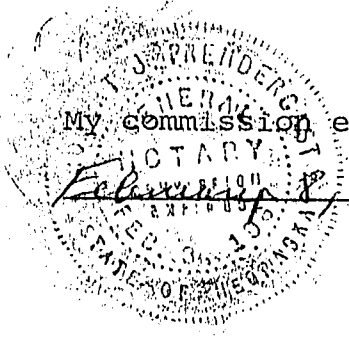
March 23, 1964

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, a notary public in and for said county and state,
appeared Richard C. Peck, Dorothy E. Peck, Eldred L. Failing, Aloise
J. Failing, Frank Kutilek, Louise Kutilek, Frank J. Wear and Marjorie
H. Wear, to me known personally to be the identical persons whose
names are affixed to the foregoing agreement, and they and each of
them acknowledged said agreement and the execution thereof to be
their voluntary act and deed.

Witness my hand and notarial seal this 28th day of September,
1963.

Robert J. Brundage
Notary Public



My commission expires:
February 8, 1967

RECEIVED

1963 DEC 31 AM 10 33

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

Entered in universal index and file
for record in the office of the register of
deeds of said county and recorded
Book 406 of misc
Page 723

Thomas J. O'Connor
Register of Deeds

Thomas J. O'Connor
417 W. 15th St. - B. Room Bldg.

N=26-15-12
Comp. 42-594
595

42
584

26-15-12