BOOK 612 PAGE 428 EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this _______day of _______,

1979 , between <u>First Federal Savings and Loan Association of Lincoln</u>,

a United States corporation, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove at any time, pipelines for the transportation of water and gas, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several strips of land lying in Lots 13, 14, 15, 17, 18, and 19 of Rambleridge Second Addition, a subdivision, as platted and recorded, in Douglas County, Nebraska, said strips being more particularly described as follows:

The Northerly Five (5) feet of Lot Thirteen (13);

The Northwesterly Five (5) feet of Lot Fourteen (14);
The Southwesterly Five (5) feet of Lot Fifteen (15);
The Southerly Five (5) feet of Lot Seventeen (17);
The Southeasterly Five (5) feet of Lot Eighteen (18);
The Easterly Five (5) feet of Lot Nineteen (19).
All as shown on the plat attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

- 1. Grantor, its successors or assigns agree that they will at no time erect, construct, or place on or below the surface of said tract of land any building or structure, except pavement, and that they will not give anyone else permission to do so.
- 2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible to do so, to the original contour thereof.
- 3. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WHITE SOUTH PROF, the Grantor has caused this easement to be signed on the day and year first above written.

Title

FIRS ASSO Gran

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN Grantor

Secretary

itle Resistant S

INCORFORATED

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	STATE OF NEBRASKA) OSS COUNTY OF Rouglas
	On this Standay of March 1979, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came
States	of First Federal Savings and Loan Association of Lincoln, a United A corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his 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.
	ROBERT F. WOODLE GENERAL NOTARY State of Nebraska 12-3-80 Notary Public

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DECLARATION

THIS DECLARATION made on the date hereinafter set forth by EDWARD E. WILCZEWSKI and KATHLEEN L. WILCZEWSKI, husband and wife, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, which is more particularly described as:

All of Lots 1 to 266, inclusive, all of Lots 631, 642, 644 and 645 of Rambleridge, and Lots 1 to 28, inclusive, of Replat of Lot 643 of Rambleridge, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value and desirability of said property,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described, as well as any other property submitted hereto as provided herein, and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until twenty (20) years from the date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a two-thirds majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ramble-ridge Property Owners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by Sanitary and Improvement District No. 257 of Douglas County, Nebraska, or its successors in interest, for the common use and enjoyment of the owners. The Common Area at the time of the conveyance of the first lot is described as follows:

Lots 631, 642, 644 and 645 of Rambleridge, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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Section 6. "Improved Lot" shall mean and refer to any lot on the properties exclusive of the Common Areas upon which shall be erected a dwelling the construction of which shall be at least 95% completed according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 95% completed according to the plans and specifications for construction of said dwelling, shall be defined and referred to herein as "Unimproved Lots".

Section 7. "Declarant" shall mean and refer to EDWARD E. WILCZEWSKI, his successors and assigns, if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and provided that the transfer shall comply with the provisions of Section 2 of the By-Laws regulating transfer of Declarant Membership.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot within the properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

- (a) "Resident Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.
- (b) "Declarant Members" shall be the Declarant and its assigns, provided said assignment, grant or conveyance to said assigns shall denominate said assignee as a successor Declarant as provided in the By-Laws. The Declarant Member or its successors shall be entitled to three (3) votes for each Lot owned. The Declarant membership shall cease and be converted to Resident membership when the total votes outstanding of Resident membership equal the total votes outstanding in the Declarant membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each fully developed Lot owned

within the Properties as defined herein, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular annual maintenance assessments for charges for the purposes hereinafter set forth in Section 2 hereof, and (2) Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social walfare and otherwise provide for their health, pleasure, recreation, safety and other nonprefitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, swimming pools, tennis courts, and any other recreational equipment, facilities, grounds, or structures, to provide weed and other actual or potential nuisance abatement or control, security service, domestic water supply, and other community services, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient, or necessary to promote or sustain any such interest.

Section 3. Regular Assessments. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget of the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect monthly assessments from each Lot on the properties which, considering the revenue derived from Regular Annual assessments on unimproved lots and other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all improved Lots shall be uniform in amount. In recognition of the fact that a substantial portion of the budget for the Working Fund for maintenance will be attributable to upkeep, maintenance, and security upon improved lots and the common area surrounding said improved lots as opposed to unimproved lots, the regular assessment for each unimproved lot will be the sum of One Dollar (\$1.00) per month until commencement of construction thereon, and after the commencement of construction and until said lot be improved as herein defined, the regular assessment shall be Two Dollars (\$2.00) per month for each unimproved lot. The budget and assessments shall be approved and ratified by the Directors at the annual meeting prior to any other business to be undertaken at said annual meeting.

Section 4. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or to defray in whole or in part any extraordinary general expenses of the Association. One-twelfth (1/12) of said assessment shall be due and payable one month from the date of levy with a like sum due and payable each and every month thereafter, along with the Regular Assess-

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ment with respect to said Lot, until the said assessment shall be paid in full.

Due Dates. The Regular annual assessments provided for herein shall commence as to all unimproved Lots on the first day of the month following the conveyance of the Common Area to Sanitary and Improvement District No. 257. The Regular annual assessments provided herein as to all improved lots shall commence the first day of the month following the month during which the construction of a dwelling on said lot shall become at least 95% completed according to the plans and specifications for construction of said dwelling. As provided in the By-laws, the first Regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine per cent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board ("Committee"). In the event said Board, or its designated Committee fails to approve or disapprove such design and

location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Committee.

- Section 2. Buildings or Uses Other than for Residential Purposes. No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the property within the properties. Provided, however, the prohibition shall not apply:
 - (a) to any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the properties, or
 - (b) to any portion of a building used for coinoperated laundry or dry cleaning equipment for the use of occupants of buildings in the properties, or
 - (c) to any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association for its offices, or
 - (d) to any portion of a building leased for residential purposes for a term exceeding one year,

if written permission for such placement, erection or use under (a) or (b) above is first obtained from the Committee. Permission of the Committee is not required for exception (c) above.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on or about any building site within the properties except such fences or enclosures as may be authorized by the Committee. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable thereto. No fence shall be permitted to the rear yard patio areas. No truck, trailer, boat, equipment or machinery or cars not in daily use shall ever be parked, located or otherwise maintained on any building site, parking area or street in the properties. Automobiles shall be parked only in designated parking areas as published by the Committee in its Rules and Regulations. No external television or radio antenna shall hereafter be erected on or about any of the building sites or property within the properties; provided, that, with the written approval of the Committee, one or more master television antenna towers may be erected for the benefit and use of all or of a part of the residents of the properties. No clotheslines or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas.

Section 4. Plantings, etc. Contemporaneously with the completion of improvements on the premises, each lot shall be sodded in all locations not improved by buildings or paving. A minimum of five (5) deciduous trees shall be planted upon the lot upon completion of improvements, two of which trees shall be implanted in the front yard of the lot. Additionally, a minimum of seven (7) other bushes or shrubs shall be planted upon each lot at completion of said improvements, all of which shall be planted in the front yard of the lot. All of said sodding, trees, bushes or shrubs shall be adequately maintained upon the premises.

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Section 5. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 6. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No motorcycles, motor carts, motor scooters, minibikes or snow-mobiles (other than those permitted in Omaha City Parks) shall be permitted or used in the Common Areas.

Section 7. Lighting. All homes constructed on the properties shall have installed a front yard light or spotlight attached to the house or garage which will illuminate the driveway and front door area of each house. The Association created hereby shall have the authority at its discretion to hire a security guard or guards or subcontract to a security company for employment of security guards for 24-hour security of the homes on the properties.

Section 8. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures or "for sale" or "for rent" signs on any building site in the properties is expressly prohibited except that "for sale" or "for rent" signs may be erected by the owner after first obtaining the written consent of the Declarant; provided, however, that the permission of Declarant shall not be required hereunder after July 1, 1978.

Section 9. Outbuildings Prohibited. No outbuilding or other attached structure appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of the Committee.

Section 10. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of the construction and sale of the properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes, and may operate such office or offices therein for so long as they deem necessary for the purposes of selling, renting or leasing the properties.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described as Rambleridge, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, may be annexed by the Declarant or its assigns, to the properties without the consent of members of the Association within five (5) years of the date of this instrument by executing and recording with the Register of Deeds of Douglas County, Nebraska an express written Supplementary Declaration describing such property and extending to each of the lots so annexed all the conditions and other terms set out in this Declaration with only such complementary additions and modifications as may be appropriate, convenient, or necessary for accommodation of the different character of such property but not inconsistent with the residential character of Rambleridge; provided, however, that as long as there is a Class B membership, the annexation of additional properties, the dedication of any Common Area and amendment of this Declaration of covenants, said annexation, dedication, and/or amendment may only be done upon the prior written approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 25th day of

May, 1973.

Edward E. Wilczewski

Kathleen

STATE OF NEBRASKA) .) ss.

COUNTY OF DOUGLAS

Before me, a Notary Public, qualified for said county, personally came EDWARD E. WILCZEWSKI, known to me to be the identical person whose signed the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal on November 6, 1973.

Notary Public

My commission expires May 11976



500M 572 AMER 5112

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STATE OF NEBRASKA)) ss.
COUNTY OF DOUGLAS)
Before me, a Notary Public, qualified for said county, personally came KATHLEEN L. WILCZEWSKI, known to me to be the identical person who signed the foregoing Declaration, and acknowledged the execution thereof to her her voluntary act and deed.
WITNESS my hand and Notarial Seal on MCNSUS . C . 1973.
Jung Chillian
Notary Public
Municipality 11 100
My "Commission expires 1/20 1776
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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, REBRASH 1974 AT 1:46 MI. C. HAROLD OSTLER, REGISTER OF DEEL

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RAMBLER

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Surveyor's Cortificate

I control that I have made a ground survey of the subdivision described beautin and that composing assistants have been placed so shown on the within place and that a band has been familiated to the City of Omaha to incure placing of permanent managimes and status at all oursers of all lots, structs, avenues, angle points and ends of all ourses in Hambleridge 2nd Addition, (Lots 1 thru 31, inclusive), a replact of Lot 643, Rembleridge, an addition in part of the 35 1/4 of said Section 32 and the South 1/2 of the 35 1/4 of said Section 32 and the East 1/2 of the 56 1/4 of said Section 32.

Bange 12 East of the 6th P.M., Douglas County, Nebraska.

Don W. Elliott L.S. 205

7-2-73

DEDICATION

Hnow all num by those presents that we, Edward E. and Kethleen L. Wilcreweki, (Bushend and Wife), Owners of the property described in the certification of survey and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and messed as shown, said sub-division to be hereafter known as Rambleridge 2nd Addition and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby dedicate to the public for public use, the streets and essements as shown on this plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell Talephone Company, their successors and assigns, to erect, especies, maintain, repair and renow coble, conduits and poles with the necessary supports, suctaining wires, creecerus, gays and anchors and other instrumentalities, and to extend thereof wires for the carrying and transmission of electric current for all telephone, telegraph and successes service, over, upon or under a five (5) foot strip of land where required thru lets I thru 31 inclusive, Rambleridge 2nd Addition.

ACCIONADOMENT OF I	NOTARY		
STATE OF HESSASKA)) ss		•
COUNTY OF BODGLAS	· ·		
L. Wilczewski, to w	aid County, personally s personally known to	be the identical pers	ewski and Kathleen ons whose names are
be their voluntary a	cation on this plat, a acts and peeds. d and Notarial Seal a	_ ^	xecution thereof to County, the day
	written.		COUNTY, the day
HOTOMY COMMISSION COMMISSION		Hotary Public	il ship
or With	es the <u>\\</u> day of	1976.	5

COUNTY TRANSPORM CERTIFICATE

certify that I find no regular or special taxes due or delinquent erry described in the surveyor's certificate and embraced in the the records of this office.

[97]

County Treasurer

County Treasurer

Light James Ja

APPROVAL OF CITY ENGINEER OF CHARA

I hereby approve of this plat of Rambleridge 2nd Addition (Lots 1 thru 31 inclusive) the // day of ////, 1973.

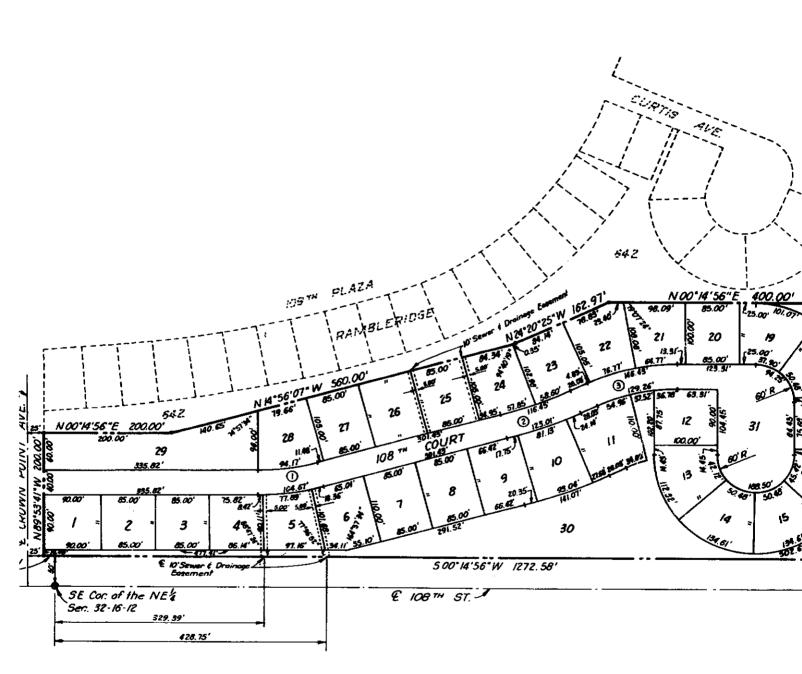
City Engineer

CHARA CITY COUNCIL ACCEPTANCE

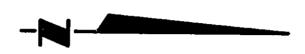
This plat of Rembleridge 2nd Addition (Lots 1 thru 31 (inclusive) was approved by the City Council of Omaha on this day of the city Council of Omaha on this

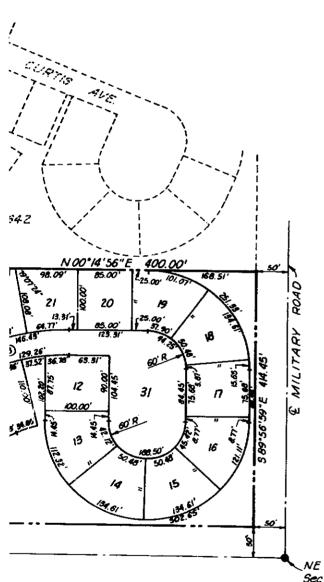
RIDGE 2 NO ADDITION

AT OF LOT 643, RAMBLERIDGE, AN ADDITION IN THE SEL OF SECTION 32 & THE SOUTH & OF THE SAID SEC. 32 & THE EAST & OF THE EAST & OF THE 6TH P.M., DOUGLAS COUNTY, NEBR.



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E CURVE DATA

- ① A 15°02'26°
 R 378.75'
 T 50.00'
 L 99.42'
 D 15.12760°
- ② 4 09°24'.18° R 729.40' T 60.00' L 119.73' D 7.85520°
- 3 4 24*35'21" R 321.19' T 70.00' L 137.84' D 17.83860*

NE Con of the SE'4 NE'4 Sec. 32-16-12 Rambleridge Ind

Plat and Dedication Filed 12-20-13 in Book 1443 at Page 667, Instrument No. Crants a perpetual easement in favor of: Momaha Public Power District, Qwest Communications, Cox Cable DUB TC and any cable company granted a cable television franchise system, and/or for utility, installation and maintenance, on over through under and across or foot wide strip of land abutting the front and the side boundary lines of all lots; foot wide strip of land abutting the rear boundary line of all interior lots. foot wide strip of land abutting the rear boundary line of all exterior lots. Does it include the following?? Yes or No (Circle One) Also grants an easement to Metropolitan Utilities District ____ for utility, installation and maintenance on, through, under and across a ______ foot wide strip of land Abutting all cul-de-sac streets. Any additional info. ************************ Declaration of Covenants, Conditions, Restrictions and Easements, Restrictive Covenants, Protective Covenants or: Filed 2-13-74, in Book 532 at Page 495, Instrument No. Omaha Public Power District, Qwest Communications, Cox Cable and any cable company granted a cable television franchise system: And / or for utility, installation and maintenance on, over, through, under and across: or _____foot wide strip of land abutting the front and the side boundary lines of all lots; _____ foot wide strip of land abutting the rear boundary lone of all interior lots; _ foot wide strip of land abutting the rear boundary line of all exterior lots. Does it include the following?? Yes or No (Circle One) Also grants an easement to Metropolitan Utilities District ___ for utility, installation and maintenance on, through, under and across a ______ foot wide strip of land abutting all cul-de-sac streets. Does it include the Following ?? Homeowners Association Yes or No. (Circle One) Does it include the Following ?? Possible Telephone Connection Charge Yes or No. (Circle One) Any additional info. architectural Conside ************************* Easement Right of Way 1st, 2nd, 3rd or Amendment to Dated 3-8-79 Filed 3-30-79Book 612 at Page 428 Instrument No.

ne outheasterty 5 ft of Lot 18