

AGREEMENT FOR  
SURRENDER OF  
FOR  
MILLING HILLS ADDITION

WHEREAS, Western Land Co. is the owner of the following  
described property:

A parcel of land located in the Southeast 1/4 of  
Section 22, Township 13, Range 12 East of  
the 1st Principal Meridian, more particularly  
described as follows:

Beginning at the East 1/4 corner of Sec. 22 T.  
13 N. R. 12 E. of the 1st P.M.; thence South 0  
degrees 00 minutes 00 seconds to the West line of the  
20 1/2 foot wide right of way of 20 feet;  
thence East 90 degrees 00 minutes 00 seconds a dis-  
tance of 20 feet to the point of beginning;  
thence East 90 degrees 00 minutes 00 seconds a  
distance of 171.5 feet thence South 89 degrees  
25 minutes 00 seconds a distance of 171.5 feet; thence  
West 89 degrees 25 minutes 00 seconds a distance of  
171.5 feet thence East 89 degrees 00 minutes  
00 seconds a distance of 171.5 feet; thence North 89  
degrees 00 minutes 00 seconds a distance of 171.5  
feet thence East 89 degrees 00 minutes 00 seconds a  
distance of 171.5 feet to the West line of the 20  
feet wide right of way of 20 feet; thence South  
89 degrees 00 minutes 00 seconds a distance of  
171.5 feet to the East 1/4 corner of the SE 1/4 of  
said Section 22, Township 13, Range 12 East of  
the 1st Principal Meridian. The area within the  
above described lines is 171.5 feet wide and  
171.5 feet long. The area within the above  
described lines is 171.5 feet wide and 171.5  
feet long. The area within the above described  
lines is 171.5 feet wide and 171.5 feet long.

WHEREAS, Western Land Co. has filed with the Register of  
Deeds for the County of [County Name] a plat of the  
above described property for the purpose of  
surrendering the same to the public domain.

WHEREAS, in order to secure the approval of the Planning Board and the convenience of access of adjoining property on the north and east of this tract, Western Land Co. has agreed to enter into certain restrictions, conditions and covenants to be filed against each of the lots in said Rolling Hills Addition when the said Addition has been officially approved by the City of Omaha and the requested recording accomplished.

NOW THEREFORE, Western Land Co. agrees as follows:

1st: All lots in said Rolling Hills Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any lots of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2nd: No buildings or apartments shall be erected on any lots in Rolling Hills Addition within 20 feet of the street line on which such building or apartments face; no building or apartments facing on Huron Street shall be erected within 10 feet of the side lot lines; no building or apartments shall be erected facing other than on Huron Street within 10 feet of the side lot lines; all exposed foundations shall be either brick or stone faced.

3rd: Each dwelling shall have not less than 1,000 square feet of livable area for the first floor and split levels and for one and one-half stories a minimum of 1,200 square feet with the second floor being the minimum for the first floor. For two-story plans the minimum of 1,200 square feet with 1,000 square feet being the minimum for the first floor.

4th: Each dwelling shall have an attached garage of at least a two-car capacity, and no car porch will be allowed.

5th: A 5-foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, and repair of sewer, gas, water, drainage and telephone facilities.

6th: No fence shall be built on the front yard within the front line of any dwelling.

7th: Buildings of any kind shall be erected on any lot in Rolling Hills Addition in accordance with the zoning ordinance of the City of Omaha.

6th: No building, structure, fence, shed, garage, lawn, or other accessory structure on this lot shall be used for any purpose as a business, occupation or profession, nor shall any structure of a temporary character be used as a residence.

7th: Animals shall be confined to household pets.

8th: No air conditioning water shall be wasted into the sanitary sewer system.

11th: No building shall be erected on any lot in violation of the provisions for a period of ten years following the expiration of such lots until the owner of such lots has obtained approval of the plan for construction from the city. The signatures of those persons, their titles or design.

12th: Vacant lots will be tended in such a way that such appearance is not objectionable to the surroundings.

13th: No trees, shrubs, hedges, or other plants shall be removed or pruned in such a manner to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of other transportation vehicles for the safety of pedestrians or vehicles.

14th: Signs, notices, or other signs shall run with the land and be binding upon successors for a period of twenty years from date hereof. As the expiration of the term they shall be automatically extended for equal time periods of ten years unless they are changed or removed in part by written agreement among the parties of the property of said lots, amended and recorded in the county records by law, except that the term of any such extension shall not exceed all or part of the period of twenty years from date hereof.

15th: The use of the property shall be as shown and described on the plat of the property.

16th: No building shall be erected on any lot in violation of the provisions for a period of ten years following the expiration of such lots until the owner of such lots has obtained approval of the plan for construction from the city. The signatures of those persons, their titles or design.

17th: The provisions hereof shall be in full force and effect from the date of the recording of this instrument to the date of the expiration of the term of the lease hereunder, and the provisions hereof shall not be subject to termination or modification by any act of the State of Nebraska.

18th: Nothing contained in this instrument shall in any way be construed as assuming on the part of the State of Nebraska any liability, obligation, or responsibility for the performance of the same.

Notwithstanding any other provisions of this instrument, the same shall not become effective until the date of the recording of this instrument in the public records of the State of Nebraska, and the effective date of the recording of this instrument to be deemed the date of the recording of this instrument.

IN WITNESS WHEREOF, the State of Nebraska has caused this instrument to be executed by its President, Secretary and Treasurer, and its corporate seal to be affixed hereto this 1st day of October, 1939.

WITNESSED AND SEALED:

Witnesses of:



*J. K. Adams*

*[Signature]*

*[Signature]*

*[Signature]*

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

On this 1st day of October, 1939, I, *[Name]*, a Notary Public in and for the State of Nebraska, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same appears from the records of the State of Nebraska, and that the same was duly recorded in the public records of the State of Nebraska on the 1st day of October, 1939.



*[Signature]*

*[Signature]*

5. *[Text]*