

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners, or purchasers under contract, of the following described properties, do hereby impose these covenants on said properties, which 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, 2000:

Lots One (1) through Eleven (11), inclusive, and Lots Twenty-nine (29) through Thirty-eight (38), inclusive, in Rolling Meadows II, a Subdivision in Douglas County, Nebraska.

1. If any present or future owner, user or occupant of any of said properties 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 proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages for such violation.

2. Invalidation of any of these covenants by judgment, decree or Court order of any competent Court shall in no way affect any of the other provisions. G. P. Development, Inc., a Nebraska corporation, reserves the exclusive right to modify, alter or waive these covenants by means of a written, recorded instrument as to any parcel, in cases where said corporation deems it necessary or advisable because of unusual circumstances or to prevent hardship. Said G. P. Development, Inc. reserves the right to select another person, firm, or entity as its designee to carry out its rights under the terms of this document, by means of a recorded, written instrument.

3. Said lots shall be used only for single family residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated for recreational, public, church, educational or charitable uses.

4. Prior to the construction of any structure or grading on any parcel of the subject property, the owner shall first submit construction plans to G. P. Development, Inc., or its designee, and secure from G. P. Development, Inc., or its designee, written approval thereof. Plans shall include site plans showing location of residence, and any other buildings or structures contemplated. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines and shall also include the plans, specifications and a diagram for the septic sewer system. Plans will not be returned to the owner. Within thirty (30) days after receipt of said plans, G. P. Development, Inc., or its designee, shall either notify the owner in writing of the approval of said plans or of the disapproval of the same, with reasons therefor if disapproved. If G. P. Development, Inc., or its designee, shall fail to so notify the owner within the thirty (30) day period, then such plans shall be deemed approved.

5. Construction on, or improvement of, any building site shall be subject to the following restrictions:

A. Minimum Buildable Area: No lot or portion of a lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split or subdivision thereof has been approved in writing by G. P. Development, Inc., or its designee. G. P. Development, Inc. hereby establishes the policy that G. P. Development, Inc., or its designee, will normally consent to only one subdivision of any platted lot and that normally no approval of a parcel as a buildable parcel will be made where the size of the parcel is less than 20,000 square feet.

B. Omaha Zoning District: The minimum front, side and rear yard requirements under Omaha Zoning Ordinances as now enacted shall govern this subdivision, under the classification of Second Suburban (S-2) zoning. Any

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waiver or change of such restrictions by the Omaha City authorities shall not be effective to alter this covenant unless G. P. Development, Inc., or its designee likewise consents in writing to such waiver or change.

C. Minimum Dwelling Size: Each dwelling shall contain finished living space (exclusive of porches, breezeways and garages) of not less than one thousand five hundred (1,500) square feet for single story structures and not less than one thousand eight hundred (1,800) square feet for bi-level, tri-level, split entry or two story structures.

D. Garages: Each residence shall include an enclosed garage for at least two cars (attached, detached or basement).

E. Wiring: All electrical power and telephone service wires shall be buried underground.

F. Driveways: From and after the time that the public roads in the subdivision are hard surfaced with either concrete or asphaltic surfacing, all driveways shall be portland concrete or asphaltic surfaces from the paved portion of the public roadway to the garage.

G. Construction of each dwelling or structure must be completed within one (1) year after excavation for its footings.

H. No mobile home, trailer, basement, garage, barn or other outbuildings shall be used as a residence, either temporarily or permanently, on the subject property.

I. All exposed foundations shall be either brick, stone-faced or painted cement blocks, or painted poured foundations.

J. Buildings constructed elsewhere shall be not moved onto or upon any lot within this subdivision, provided, however, that this shall not be interpreted to forbid the erection of a manufactured house, or a dwelling using pre-fabricated sections.

K. No water cooled air-conditioning units may be operated or used in any structure on any parcel of land unless operated in a manner and in accordance with a design approved by G. P. Development, Inc., or its designee.

6. The parties executing this instrument do hereby waive any and all bridle trail easements in, on or over the subject lots, notwithstanding the fact that the same may show on the plat of the subdivision of which the subject lots form a part.

7. No garden or field crops shall be grown upon any portion of any lot nearer to the street than provided for minimum building setback lines and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any street as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicle operators. Each lot owner shall take whatever steps are necessary to control noxious weeds on his property. Ground cover shall be maintained on all lots in order to prevent erosion. Dead trees and shrubbery shall be removed at the owner's expense.

8. No portion of any lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition or that will be obnoxious to viewers; nor shall any substance or material be kept upon any lot that will emit a foul or obnoxious odor; nor shall owners cause or permit any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of nearby property. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon and shall not be burned by open fire, incinerator or otherwise on any lot in the subdivision.

9. All trailers, boats, and other recreational and commercial vehicles shall be stored either in enclosed structures or to the rear of the rear building line of the residential structure. All trucks shall be enclosed in structures and shall not be parked on driveways or on the public streets.

10. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company and any other supplier of electrical power, natural gas, water, or other utilities, and to any Sanitary and Improvement District of which the property may at any time form a part, their respective successors and assigns, to erect, operate, maintain, repair, replace and renew buried or underground sewers, water mains, gas mains, cables, conduits, electrical and telephone utility facilities for the carrying and transmission of water, sewage, gas, electric current for light, heat and power and for all telephone and telegraph and message service, over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of each of the buildable parcels established from the subject lots, said license and easement being granted for the use and benefit of all present and future owners of buildable parcels, provided however that said side line easements are granted upon the specific conditions that if the same have not been used within ten (10) years from the date of recording of those covenants, or within six (6) months after a residential structure shall have been established on any particular buildable parcel, or if at any time after any facilities have been constructed therein, the same are removed, without replacement within sixty (60) days after removal, then the side line easement shall terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in said easement ways or in the easement ways hereinafter granted, but the same may be used for landscaping or other purposes that do not then or later interfere with the use or rights granted herein. A perpetual easement is also hereby granted to Northwestern Bell Telephone Company and Omaha Public Power District, and their respective successors in interest, to construct, maintain, operate, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat, power, and for all telephone and telegraph message purposes on, above, under and across a strip of land ten (10) feet in width running from the electric service entrance of the main residential structure when constructed upon any buildable parcel, and continuing from such service entrance on a straight line to the property line of said buildable parcel where connection is to be made to the appropriate service lines involved.

11. Prior to connecting any residence or other structure to the water main which serves the property upon which the same is constructed or to be constructed, the owner of such property shall first submit a written application therefor to such organization as shall be furnishing water, shall pay any connection charges required by such organization, and shall obtain approval thereof from such organization. Any such connection to any such water main, including the furnishing and installation of an approved meter, shall be made at the owner's expense. These provisions may be waived by G. P. Development, Inc., or its designee, with the consent of the organization furnishing water.

12. These covenants are in pursuance of a general plan of improvement and development and shall bind and inure to the benefit of, and be a burden upon, all present and future owners of the property hereinabove described, and shall run with the land.

13. No provision contained herein shall in any way be construed as imposing upon G. P. Development, Inc., or its designee, or their successors in interest, any liability, obligation or requirement for enforcement.

14. The owners of vacant lots shall be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds. In the event such property owners shall fail to cut such weeds at reasonable intervals, G. P. Development, Inc., or its designee will do so and owners shall be billed at a reasonable hourly rate not less than Fifteen Dollars (\$15.00) per hour, for such work.

15. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any of the subject parcel, except within an enclosed structure.

EXECUTED this 2nd day of October, 1979.

Steven A. Mayo  
STEVEN A. MAYO

Carrie L. Mayo  
CARRIE L. MAYO

Gail W. Hunt  
GAIL W. HUNT

Jackie R. Hunt  
JACKIE R. HUNT

G. P. DEVELOPMENT, INC.

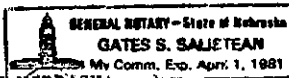
BY: Gary Parker  
Gary Parker, President

Lloyd R. Pettegrew  
Lloyd R. Pettegrew, Trustee

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally appeared LLOYD R. PETTEGREW, TRUSTEE, to me known to be the person who executed the above and foregoing Protective Covenants and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, this 2nd day of October, 1979.



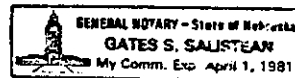
Gates Salistean  
Notary Public

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally appeared GARY PARKER, President of G. P. DEVELOPMENT, INC., a corporation, known to me to be the President and identical person who executed the above and foregoing Protective Covenants and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, this 2nd day of October, 1979.

Gates Salistean  
Notary Public

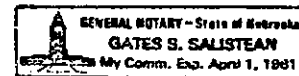


STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally appeared STEVEN A. MAYO and CARRIE L. MAYO, husband and wife, to me known to be the identical persons who executed the above and foregoing Protective Covenants and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, this 2nd day of October, 1979.

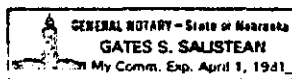
Gates Salistean  
Notary Public



STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally appeared GAIL W. HUNT and JACKIE R. HUNT, husband and wife, to me known to be the persons who executed the above and foregoing Protective Covenants and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, this 2nd day of October, 1979.



Gates Salistean  
Notary Public

RECEIVED  
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C. HOWARD...  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBRASKA

Book 621  
Page 544  
of 11  
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E A S E M E N T

The undersigned, MARVIN H. PLAMBECK and LUCILLE PLAMBECK, husband and wife, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant to LLOYD R. PETTEGREW, TRUSTEE, and his successors and assigns, a permanent easement over, across, under and through that part of the Northeast one-fourth (NE $\frac{1}{4}$ ) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska, more particularly described in Exhibit "A" attached hereto, for the purpose of the installation, maintenance, operation, repair and improvement of a water line and well system, including access thereto and for the purpose of grading and other work in connection with such water improvements as may at any time hereafter be installed in the easement area.

To have and to hold the said easement, right and right of way unto the said grantee and his successors and assigns forever.

Granting of this easement shall include the necessary ingress and egress for the purpose of installing and maintaining the contemplated water improvements. It is understood that the installation and maintenance of such water improvements shall be at the expense of the grantee, or persons designated by the grantee, and not at the expense of the grantors.

Grantors warrant that they are the owners of said property and have the power to grant this easement, subject only to the rights of the grantee herein, and his successors in interest, under a certain Land Contract dated October 12, 1973, entered into by and between the grantors herein and Lloyd R. Pettegrew, and subsequently assigned to Lloyd R. Pettegrew, Trustee, and any amendments thereto.

IN WITNESS WHEREOF, the grantors have executed this easement this 25 day of May, 1976.

Marvin H. Plambeck  
Marvin H. Plambeck  
Lucille Plambeck  
Lucille Plambeck

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 25 day of May, 1976, before me, the undersigned, a Notary Public, personally came MARVIN H. PLAMBECK and LUCILLE PLAMBECK, husband and wife, to me known to be the identical persons who signed the foregoing instrument as grantors and they and each of them acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the date last above written.

G. E. Collins  
Notary Public

My commission expires: Nov 28 - 1977



*Probably not*

LEGAL DESCRIPTION

That part of the NE $\frac{1}{4}$  of Section 8, T14N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the SW corner of said NE $\frac{1}{4}$ ; thence N 1° 01' 54" E (assumed bearing) on the West line of said NE $\frac{1}{4}$ , 1,798.00 feet to the point of beginning; thence Northeasterly on a curve to the right (radius 40.00 feet; chord bearing N 85° 37' 45" E, chord distance 79.64 feet) an arc distance of 119.56 feet; thence S 88° 58' 06" E, 307.42 feet to a point on a curve; thence Northeasterly on a curve to the right (radius 50.00 feet; chord bearing N 49° 26' 34" E, chord distance 87.87 feet) an arc distance of 107.28 feet to a point of tangency; thence S 69° 06' 01" E, 27.57 feet; thence S 63° 12' 01" E, 50.00 feet to a point on a curve; thence Southwesterly on a curve to the left (Radius 436.41 feet; chord bearing S 13° 54' 57" W, chord distance 194.62 feet) an arc distance of 196.27 feet to a point of tangency; thence S 1° 01' 54" W, 500.00 feet; thence S 88° 58' 06" E, 107.05 feet to a point of curve; thence Northeasterly on a 587.96 foot radius curve to the left, an arc distance of 190.17 feet to a point of tangency; thence N 72° 30' 00" E, 6.71 feet to a point of curve; thence Easterly on a curve to the right (Radius 659.32 feet, chord bearing East, chord distance 396.52 feet) an arc distance of 402.76 feet; thence S 17° 30' 00" W, 50.00 feet; thence Westerly on a curve to the left (Radius 609.32 Feet, chord bearing West, chord distance of 366.45 feet) an arc distance of 372.21 feet to a point of tangency; thence S 72° 30' 00" W, 6.71 feet to a point of curve; thence Southwesterly on a 637.96 foot radius curve to the right, an arc distance of 206.34 feet to a point of tangency; thence N 88° 58' 06" W, 157.05 feet; thence N 1° 01' 54" E, 550.00 feet to a point of curve; thence Northeasterly on a curve to the right (Radius 486.41 feet, chord bearing N 8° 00' 57" E, chord distance 118.29 feet), an arc distance of 118.58 feet; thence N 69° 06' 01" W, 27.57 feet to a point of curve; thence Northwesterly on a curve to the right (Radius 50.00 feet, chord bearing N 49° 56' 12" W, chord distance 32.90 feet) an arc distance of 33.52 feet; thence N 88° 58' 06" W, 313.60 feet to a point on a curve; thence Northwesterly on a curve to the right (Radius 40.00 feet; chord bearing N 83° 33' 53" W, chord distance 79.64 feet) an arc distance of 119.56 feet to the point of beginning.

8-14-11

ASSIGNMENT OF EASEMENT

The undersigned, LLOYD R. PETTEGREW, TRUSTEE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby assigns to WEST Q WATER CO., a Nebraska corporation, all of the rights of the undersigned in and to a part of the Northeast one-fourth (NE $\frac{1}{4}$ ) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska, acquired by the undersigned under an easement recorded May 28, 1976, in Miscellaneous Book 565 at Pages 467 through 469 inclusive, in the office of the Register of Deeds in Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned has executed this assignment this 19th day of July, 1976.

*Lloyd R. Pettegrew*  
 Lloyd R. Pettegrew, Trustee

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

On this 19th day of July, 1976, before me, the undersigned, a Notary Public, personally came LLOYD R. PETTEGREW, TRUSTEE, to me known to be the identical person who signed the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the date above last written.



*Winona V. Simmons*  
 Notary Public

THE STATE OF NEBRASKA )  
 Douglas County ) ss.  
 Entered in Amonet's index and filed for record in the office of the Register of Deeds of Douglas County and recorded in Book 568 Page 468

By C. Harold O'Connell  
 Register of Deeds

MAILED 8-14-11

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*[Handwritten initials]*

RIGHT-OF-WAY EASEMENT

Mayo

Lloyd R Pettegrew, Trustee and Steven A and Carrie L. Mayo Owner(s)

Lot One (1) Rolling Meadows II, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the ONAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land Sixteen feet (16') in width lying adjacent to and parallel to the South line of said Lot One (1).

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Book 685 Page 52 of 11

RECEIVED 1983 MAR -4 PM 3:37 REGISTER OF DEEDS DOUGLAS COUNTY, NEBR.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above... (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted... (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement... (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities... (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 5th day of Feb, 1983

Lloyd R. Pettegrew, Trustee X Steven A Mayo X Carrie L Mayo

STATE OF NEBRASKA COUNTY OF DOUGLAS On this 1st day of February, 1983, before me the undersigned, a Notary Public in and for said County, personally saw Lloyd R. Pettegrew, Trustee President of personally to be known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

STATE OF Nebraska COUNTY OF Douglas On this 5th day of February, 1983, before me the undersigned, a Notary Public in and for said County and State, personally appeared Steven A Mayo Carrie L Mayo personally to be known to be the identical person(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha, NE in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY - State of Nebraska JANIS R. HOWARD My Comm. Exp. July 15, 1986

GENERAL NOTARY - State of Nebraska JANIS R. HOWARD My Comm. Exp. July 15, 1986

Distribution Engineer JH Date 2-24-83 and Rights and Services BDK Fee 43.183 Recorded in Misc. Book No. at Page No. in the day of Kuhn Engineer Rosales Sec. 8201742, S. 5103 Section 8 Township 14 Range 11 East

Janis R. Howard 7-15-86

ROLLING MEADOWS II 180' x 110' 51'



LJAY)  
James B. Buser  
Gaines, Mollen, Pansing & Hogan  
10050 Regency Circle, Ste. 200  
Omaha, NE 68114



RECEIVED

DEC 28 2 10 PM '94

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

ASSIGNMENT OF EASEMENTS

For value received, the undersigned, WEST Q WATER CO., a Nebraska Corporation (the "Assignor"), hereby assigns, transfers, and conveys unto SANITARY IMPROVEMENT DISTRICT NO. 286 of Douglas County, Nebraska (the "Assignee"), all of its right, title, and interest in and to easements on, across and under real property platted as Rolling Meadows I, Rolling Meadows II, and Rolling Meadows II, Replat I, all subdivisions as surveyed, platted, and recorded in Douglas County, Nebraska, including the property legally described in Exhibit "A" attached hereto, and including, all easement and other rights of Assignor pursuant to the following:

1. Easement dated May 25, 1976, in which Marvin H. Plambeck and Lucille Plambeck, husband and wife, are Grantor, and Lloyd R. Pettegrew, Trustee, is Grantee, recorded with the Douglas County Register of Deeds in Book 565 at Page 467, and assigned to West Q Water Co. pursuant to an Assignment of Easement dated July 19, 1976, and recorded with the Douglas County Register of Deeds in Book 568, at Page 1;

2. Easement dated November 9, 1984, in which Lloyd R. Pettegrew, Trustee, is Grantor, and West Q Water Co., is Grantee, recorded with the Douglas County Register of Deeds in Book 723, at Page 270;

3. Driveway Easement dated February 9, 1988, in which Lloyd R. Pettegrew, Trustee, is Grantor, and West Q Water Co., is Grantee, recorded with the Douglas County Register of Deeds in Book 841, at Page 15; as amended, modified, and supplemented by Agreement for Joint Use of Driveway Easement dated June 30, 1988, by and between West Q Water Co., and Eugene D. Hook and Elaine A. Hook, husband and wife, which is recorded with the Douglas County Register of Deeds in Book 855, at Page 422; and

4. Quit Claim Bill of Sale dated January 19, 1991, in which Lloyd R. Pettegrew, Trustee, is Grantor, and West Q Water Co., is Grantee, recorded with the Douglas County Register of Deeds in Book 1902, Page 447.

Grantor warrants that such easements are conveyed free and clear of all liens, pledges, encumbrances, and taxes of any kind,

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nature or description, that it has good and lawful title to the same, and it has the ability and lawful authority to execute and deliver this Assignment of Easements.

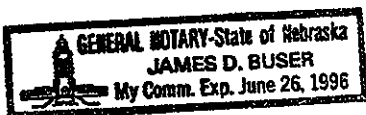
IN WITNESS WHEREOF, Assignor has executed this Assignment of Easements as of the 16<sup>th</sup> day of DECEMBER, 1994.

WEST Q WATER CO.,

By: Philip A. Sengpiel  
Title: PRESIDENT

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 1994 by Philip A. Sengpiel, President of West Q Water Co., a Nebraska corporation, on behalf of the corporation.



James D. Buser  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lots One (1) through Twenty-two (22), inclusive, Rolling Meadows,  
 Lots One (1) through Eleven (11), inclusive, and Lots Nineteen (19)  
 through Thirty-eight (38), inclusive, Rolling Meadows II, and Lots  
 One (1) through Seven (7) Rolling Meadows II, Replat 1, all  
 subdivisions, as surveyed, platted, and recorded in Douglas County,  
 Nebraska.

OC-34010  
 OC-34012  
 OC-34015



BK 1396 PG 261-263



MISC 2001 13211

HOWARD H. TAKECHI  
NOTARY PUBLIC  
STATE OF NEBRASKA

2001 AUG 22 PM 3:58

*Mike*  
3 FEE 15 FB  
BKP C/O COMP  
DEL SCAN *OK* FV

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT TIMOTHY HECKER and BEVERLY HECKER, husband and wife, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto and SANITARY AND IMPROVEMENT DISTRICT NO. 456 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as GRANTEE, and to its successors and assigns, a temporary easement for the right to construct, install, maintain and operate sanitary sewers, and appurtenances thereto, in, through and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

This easement shall run with the land and terminate thirty (30) days after the improvements are completed.

Said easement, along with the right of ingress and egress, is granted for construction and installation of a sanitary sewer line, including general grading and placement of fill material upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including, but not limited to, crops, vines, gardens and lawns within the easement area as necessary for construction.

The area disturbed will be property refilled and left in a neat and orderly condition upon the completion of construction, including re-seeding, if applicable, but not including replacement of any trees. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and its successors and assigns does confirm with said Grantee and its successors and assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee or its agents; and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee or its agents except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Temporary Construction Easement on this 18 day of Aug 2001.

RETURN TO:  
FULLENKAMP, DOYLE & FORTUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: AJH

*26896*

GRANTOR:  
TIMOTHY HECKER,

*Timothy M Hecker*

BEVERLY HECKER,

*Beverly Hecker*

STATE OF NEBRASKA )  
                                  )  
COUNTY OF *Lincoln* )

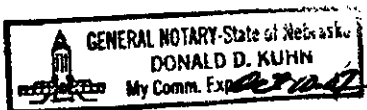
ss.

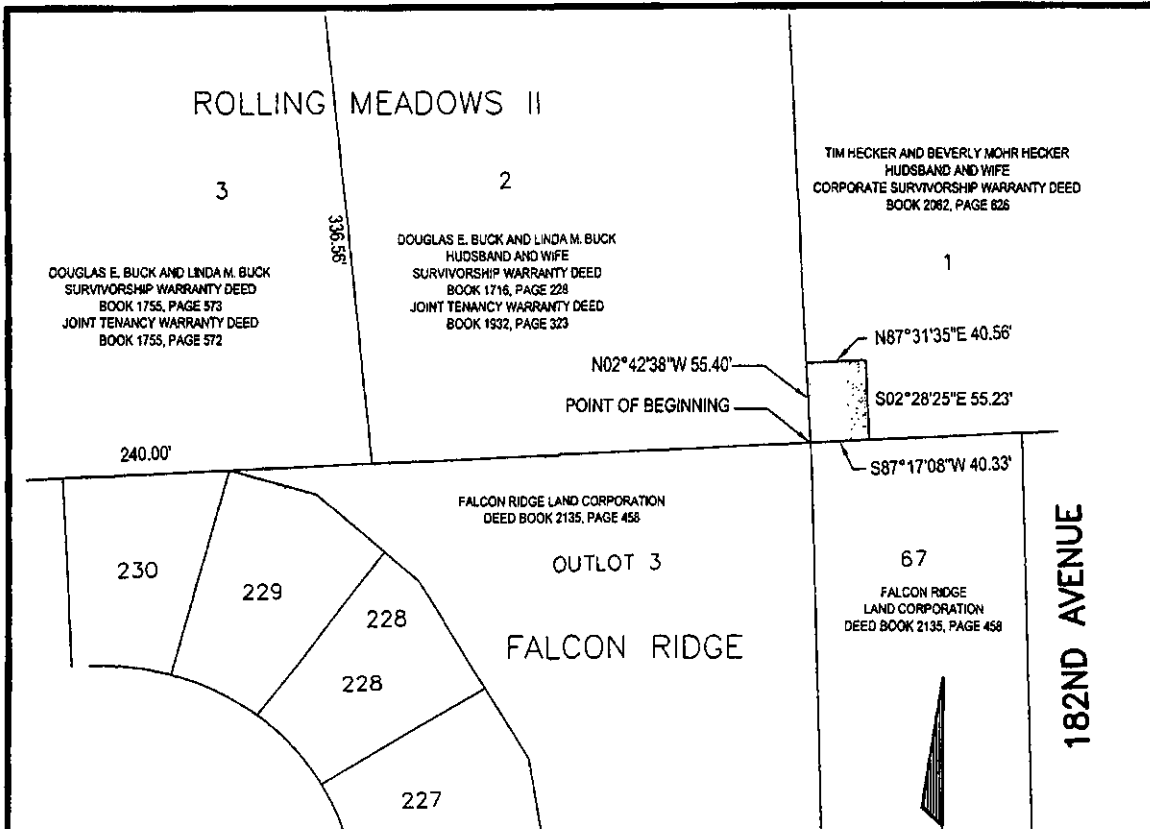
Before me, the undersigned, Notary Public in and for said County and State appeared Timothy Hecker and Beverly Hecker, husband and wife, known to me to be the identical persons who signed the above instrument and acknowledged the execution thereof to be their voluntary acts and deeds.

WITNESS my hand and Notarial Seal this 18 day of Aug 2001.

*Beverly Hecker*  
*Donald D. Kuhn*

*Timothy Hecker*  
*Donald D. Kuhn*  
Notary Public





**LEGAL DESCRIPTION**

**TEMPORARY CONSTRUCTION EASEMENT**

TIM HECKER AND BEVERLY MOHR HECKER, HUSBAND AND WIFE  
CORPORATE SURVIVORSHIP WARRANTY DEED  
BOOK 2062, PAGE 626

A Temporary Construction Easement located in part of Lot 1, Rolling Meadows II, a subdivision located in the NE1/4 of Section 8, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, Rolling Meadows II, said point also being the Southeast corner of Lot 2, Rolling Meadows II, said point also being on the North line of Outlot 3, Falcon Ridge, a subdivision located in the SE1/4 of said Section 8; thence N02°42'38"W (assumed bearing) along the West line of said Lot 1, Rolling Meadows II, said line also being the East line of said Lot 2, Rolling Meadows II, a distance of 55.40 feet; thence N87°31'35"E, a distance of 40.56 feet; thence S02°28'25"E, a distance of 55.23 feet to a point on the South line of said Lot 1, Rolling Meadows II, said point also being on the North line of Lot 67, said Falcon Ridge; thence S87°17'08"W along said South line of Lot 1, Rolling Meadows II, said line also being said North line of Lot 67, Falcon Ridge and also said North line of Outlot 3, Falcon Ridge, a distance of 40.33 feet to the point of beginning.

Said Temporary Construction Easement contains an area of 2,237 square feet or 0.051 acres, more or less.

**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12001 O STREET, OMAHA, NE 68137 PHONE: (402) 895-4700

DRAWN BY: M.L.B.      CHECKED BY: \_\_\_\_\_      DATE: 04-30-2001

JOB No.: 99027

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION**  
**EASEMENT**

PARTIAL RELEASE OF EASEMENT

COMES NOW West Q Water Co., a Nebraska corporation, and partially releases the easement granted by Marvin H. Plambeck and Lucille Plambeck, husband and wife, to Lloyd R. Pettegrew, Trustee, under an "Easement" dated May 25, 1976 and recorded in Miscellaneous Book 565 at Pages 467 through 469, inclusive, in the office of the Register of Deeds of Douglas County, Nebraska, which said Easement was assigned to West Q Water Co. by an instrument dated July 19, 1976 and recorded on July 28, 1976 in Miscellaneous Book 568 at Page 1, in the Office of the Register of Deeds of Douglas County, Nebraska, which original Easement covered a part of the Northeast One-Quarter of Section Eight, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, which was later platted into Rolling Meadows II, a subdivision in Douglas County, Nebraska, this Partial Release to be effective only insofar as said Easement pertains to any part or all of the lots formerly forming a part of Rolling Meadows II, known as Lots 12, 13 and 14 in said Rolling Meadows II, which lots, together with other lots, have been now replatted as Rolling Meadows II Replat I, a subdivision in Douglas County, Nebraska, this Partial Release to be effective only insofar as said Easement pertains to any part or all of Lots 1, 2, 3, 4 and 5 in said Rolling Meadows II Replat I Subdivision.

IN WITNESS WHEREOF, West Q Water Co. has executed this Partial Release of Easement this 9th day of November, 1984.

WEST Q WATER CO.,  
a Nebraska Corporation

By: Lloyd R. Pettegrew  
President

STATE OF NEBRASKA )  
                          )    ss.  
COUNTY OF DOUGLAS )

The foregoing Partial Release of Easement was acknowledged by Lloyd R. Pettegrew, President of West Q Water Co., a Nebraska corporation, on 11-9, 1984, to be the voluntary act and deed of said officer and voluntary act and deed of said corporation.

Witness my hand and notarial seal the date last aforesaid.

GENERAL NOTARY - State of Nebraska  
JANIS R. HOWARD  
My Comm. Exp. July 15, 1988

Janis R. Howard  
Notary Public

RECORDED  
INDEXED  
NOV 15 1984  
REGISTER OF DEEDS  
DOUGLAS COUNTY  
NEBRASKA

Book 723  
Page 272  
of 11

Fee 9.00  
Index  
Classified 83-557,1520  
84-187-190-191  
83-557  
89-189

# Rolling Meadow II

Plat and Dedication

Filed 12-9-77, in Book 1585 at Page 483, Instrument No. \_\_\_\_\_

- Grants a perpetual easement in favor of
- Omaha Public Power District,  
U.S. West Communications
- Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land <sup>adjoining</sup> abutting the ~~front and side~~ side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;  
and a 16 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 10-5-79, in Book 621 at Page 541, Instrument No. \_\_\_\_\_

- Omaha Public Power District,  
U.S. West Communications
- Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

for utility, installation and maintenance  
on, over, through, under and across  
or

a 5 foot wide strip of land <sup>adjoining rear</sup> abutting the ~~front~~ and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ 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.

Also to OPPD & NWBTC. A 10ft strip of land running from  
the electric Service Entrance of the main residential structure.

\*\*\*\*\*

Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Ease 565-467 filed 5-28-76 Copy

Assign of Ease 568-1 filed 7-20-76 to 565-467 COPY

Assign of Ease 1137-053 filed 12-28-94 to 565-467 COPY

Ease 685-52 filed 3-4-83 Copy

SID 1141-404 filed 3-3-95 COPY

Perm Cons/Ease 1396-261 filed 8-22-01 Copy

Suppl SID 2003-183867 filed 9-22-03 COPY