

After recording return to

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Wahoo, Nebraska 68066
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DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

03 MAY -9 PM 1:43

BOOK 290 PAGE 1132
OF CEV INST# 260

Paul Eady

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SUTTON'S 4th SUBDIVISION

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the signatories hereto who are described as Declarant,

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Saunders County, Nebraska, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO,

and hereinafter called Property, and,

WHEREAS, Property will be platted into a residential subdivision to be known as Sutton's 4th Subdivision, the legal description of which is as follows, to wit:

Lots 14 through 18, inclusive, Sutton's 4th Subdivision, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, and,

WHEREAS, prior hereto, Declarant did cause the following-described Subdivisions and the lots therein, to wit:

Lots 1 through 18, inclusive, Sutton's 2nd Subdivision, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, and,

Lots 3 through 7, inclusive, Sutton's 2nd Subdivision, First Addition, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, and,

Lots 8 through 13, inclusive, Sutton's 3rd Subdivision, being a part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 7 East of the 6th P.M., Saunders County, Nebraska,

to be created, and for which there was prior hereto, placed upon said aforementioned subdivisions, covenants, conditions and restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions of Sutton's Second Subdivision recorded in Book 250, Page 250, of the General Records of the Saunders County Register of Deeds on November 20, 2000, and as set forth in the Declaration of Covenants, Conditions and Restrictions of Sutton's 3rd Subdivision recorded in Book 279, Page 306, of the General Records of the Saunders County Register of Deeds on October 2, 2002, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the real estate in Sutton's 4th Subdivision, for the maintenance of the residential character of the real estate in Sutton's 4th Subdivision, and for the acquisition, construction and maintenance of the streets and easements of the real estate in Sutton's 4th Subdivision for the use and enjoyment of the residents of Sutton's 4th Subdivision, and,

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OUTER BOUNDARY DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA; DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF SUTTON'S 2ND SUBDIVISION FIRST ADDITION, SAID POINT BEING ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE N90-00-00E (ASSUMED BEARING), ON THE NORTH LINE OF SAID LINE LOT 7, A DISTANCE OF 454.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTHERLY ON THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF N31-49-49E, A DISTANCE OF 192.33 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SUTTON'S 3RD SUBDIVISION; THENCE N08-55-46E, ON THE WEST LINE OF SAID LOT 10, A DISTANCE OF 419.96 FEET TO THE SOUTHWEST CORNER OF LOT 11 OF SUTTON'S 3RD SUBDIVISION; THENCE N00-35-13W, ON THE WEST LINE OF SAID LOT 11, A DISTANCE OF 385.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE N89-24-47E, ON THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 342.00 FEET; THENCE NORTHERLY ON A 60.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF N00-35-13W, A DISTANCE OF 188.93 FEET; THENCE N89-24-47E, A DISTANCE OF 60.00 FEET, TO A POINT ON THE WEST LINE OF LOT 13 OF SUTTON'S 3RD SUBDIVISION; THENCE N00-35-13W, ON THE WEST LINE OF SAID LOT 13, A DISTANCE OF 278.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 13, SAID POINT ALSO BEING ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE S89-35-11W, ON THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 988.29 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE S00-29-01E, ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 1298.51 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A"

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03 MAY 27 PM 2: 27

BOOK 291 PAGE 1316
OF 66 INST# 676

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Wahoo City

**SUBDIVISION AGREEMENT
"SUTTON'S 4TH SUBDIVISION"
SAUNDERS COUNTY, NEBRASKA**

THIS AGREEMENT is made and entered into on this 8th day of May, 2003, by and between the CITY OF WAHOO, Saunders County, Nebraska, a Municipal corporation and a city of the second class of the State of Nebraska, hereinafter referred to as "CITY", and John T. and Colleen M. Sutton, husband and wife, hereinafter referred to as "SUBDIVIDER".

WHEREAS, SUBDIVIDER is the owner of the land included within the proposed final plat which is attached hereto, marked Exhibit "A", and incorporated herein by reference, which parcel of land, hereinafter referred to as "SUTTON'S 4TH SUBDIVISION" is within the CITY'S zoning and subdivision jurisdiction, but not within the corporate limits of the CITY, and,

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WHEREAS, SUBDIVIDER has submitted a subdivision application to CITY for SUTTON'S 4TH SUBDIVISION, and,

WHEREAS, SUBDIVIDER does not wish to connect to the existing water, sanitary sewer and natural gas systems of CITY,

NOW, THEREFORE, IT IS AGREED BETWEEN CITY AND SUBDIVIDER AS FOLLOWS:

LOTS 14-15-16-17-18 32-15-7

1. That the findings made above should be and are hereby made part of the Agreement as fully as if set out at length herein.
2. That each lot on the final plat of SUTTON'S 4TH SUBDIVISION shall have at least one (1) well which provides potable water for human consumption to be used exclusively by said lot.
3. That each lot on the final plat of SUTTON'S 4TH SUBDIVISION shall be equipped with a sanitary septic system to be used exclusively by said lot.
4. That each well and sanitary septic system shall be constructed pursuant to the rules and regulations of the State of Nebraska Department of Health and Human Services and the Department of Environmental Quality, as said rules and regulations exist at the time of construction of said well and/or sanitary septic system on each lot.
5. That all of the development, construction, maintenance or repair of the dedicated streets and common areas within SUTTON'S 4TH SUBDIVISION shall be at the sole cost and expense of the SUBDIVIDER, provided however, SUBDIVIDER may assess said costs

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for said streets and common areas against the lots within SUTTON'S 4TH SUBDIVISION pursuant to the declaration of covenants, conditions and restrictions of SUTTON'S 4TH SUBDIVISION; CITY shall bear no cost for the installation of any improvements, including, but not limited to, construction costs, engineering fees, attorney fees, testing expenses, inspection costs, financing and miscellaneous costs. All such costs shall be at the sole expense of the SUBDIVIDER.

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6. That CITY waives Section 8.13 of the existing CITY Subdivision Regulations, which requires proposed streets to be paved and include curb and gutters, except as provided in paragraph 12 hereof. All streets within SUTTON'S 4TH SUBDIVISION shall have a crushed rock or gravel roadway surface.
7. That approval of this Agreement does not constitute acceptance by CITY of said streets for maintenance by CITY.
8. That CITY waives Section 8.18 of the existing CITY Subdivision Regulations, which requires the installation of sidewalks, except as provided in paragraph 12 hereof.
9. That prior to construction of any structure upon a lot within SUTTON'S 4TH SUBDIVISION, a plot plan shall be prepared and submitted to the City of Wahoo Building Inspector for approval. This plot plan shall show the proposed locations of the building(s), sanitary septic system, and water well. Further, prior to construction, all of the necessary permits allowing for the construction of buildings, sanitary septic systems, and water wells shall be secured from the CITY and the State of Nebraska. Copies of State permits shall be submitted to the City of Wahoo Building Inspector.
10. That SUBDIVIDER agrees to enter into an agreement or a series of agreements with CITY for the installation of improvements to supply electricity to the lots within SUTTON'S 4TH SUBDIVISION.
11. That at such time as the corporate limits of the CITY extend and become contiguous with the boundaries of SUTTON'S 4TH SUBDIVISION, it is hereby agreed as follows:
 - a. SUTTON'S 4TH SUBDIVISION shall be annexed and be included in the corporate limits of the City of Wahoo, Nebraska;
 - b. All public improvements, as mandated by the CITY'S Subdivision Regulations, shall be installed at the expense of the owners of the lots within SUTTON'S 4TH SUBDIVISION. Said public improvements shall include

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Sutton's 4th Subdivision

Plat and Dedication

Filed _____, in Book _____ at Page _____, 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

no case

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

a _____ foot wide strip of land 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.

Any additional info,

X Declaration of Covenants, Conditions, Restrictions and Easements, filed 5-9-03 Book 290 Page 1132

Restrictive Covenants
Protective Covenants

or

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 _____ foot wide strip of land 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.

*A perp license and ease is hereby reserved in favor Declarant and granted
to any entity which has been granted a franchise to provide utilities,
including Cable, Television to prop to erect, operate, maintain, Repair and Replace*

Easement Right of Way 12, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

*And utilities or
through under
across all areas
on Prop. indicat
as easement*

*291/
1316 Subdivision Agreement filed 5-27-03
Copy*