

DECLARATION OF
RESTRICTIVE COVENANTS

BOOK 974 PAGE 728

The undersigned hereby declare that the following 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:

Lots 1 through 32 inclusive, Tranquility View 2nd Addition, a subdivision in Douglas County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. Portland concrete public sidewalks, four feet wide, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

I. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear yards.

J. CSI, it's successors, and/or assigns shall be allowed to operate and

maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

K. Notwithstanding the provisions of Paragraphs No. A and I, the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.

L. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 12th day of August, 1991.

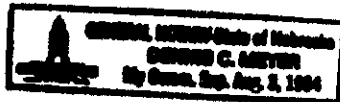
Construction Sciences, Inc., a Nebraska Corporation

[Signature]
by John V. Smith, President

STATE OF NEBRASKA)
) ss.
County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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



[Signature]
Notary Public

16305
Miss

ON 974
PG 728-729 Comp
OF 1100 Comp
DEL 11 MC 12
FILE MC-38918
26.00

RECEIVED
AUG 15 1 19 PM '91
GEORGE J. DREWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DECLARATION OF
RESTRICTIVE COVENANTS

BOOK 974 PAGE 728

The undersigned hereby declare that the following 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:

Lots 1 through 32 inclusive, Tranquility View 2nd Addition, a subdivision in Douglas County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. Portland concrete public sidewalks, four feet wide, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

I. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear yards.

J. CSI, it's successors, and/or assigns shall be allowed to operate and

BOOK 974 PAGE 729
maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

K. Notwithstanding the provisions of Paragraphs No. A and I, the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.

L. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 12th day of August, 1991.

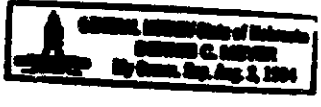
Construction Sciences, Inc., a Nebraska Corporation


by John S. Smith, President

STATE OF NEBRASKA)
) ss.
County of Douglas)

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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




Notary Public

16305
Miss
X
BOOK 974 PAGE 729
DEL. MK MC
FJB MC 35918
26.00

RECEIVED
AUG 15 1 19 PM '91
GEORGE J. DRIGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

PAGE 728
to run
of all or
ntees,
covenants,
of said
t the
ants and
ther dues
der shall
main in
d for
reational,
on upon
n
as a
temporary
ed, bred
may be
cial
boats,
intained
rs are
ly be
oser to
cars
n with all
itted.
ion,
ed or
r aerial
the house
use.
hall have
be
do of each
of the
ng zoning
front,
perate and

82-1134

THIS INDENTURE, made this 30th day of October, 1973, between H. Lee Gendler, Trustee, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the 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 and through lands described as follows:

Several tracts of land lying in Lots 320, 390, 443, 415, 416, 419 and 420 of Greentree Addition, as now platted and recorded, subdivision in Douglas County, Nebraska, being more particularly described as follows:

A strip of land Seven (7) feet wide running along and parallel to the Southerly property line of Lot Three Hundred Twenty (320), said strip being the Southerly Seven (7) feet of Lot 320;

A strip of land Seven (7) feet wide running along and parallel to the Northeasterly property line of Lot Three Hundred Ninety (390), said strip being the Northeasterly Seven (7) feet of Lot 390;

A strip of land Seven (7) feet wide running along and parallel to the Northeasterly property line of Lot Four Hundred Forty-three (443), said strip being the Northeasterly Seven (7) feet of Lot 443;

A strip of land Five (5) feet wide running along and parallel to the Southeasterly property line of Lot Four Hundred Fifteen (415), said strip being the Southeasterly Five (5) feet of Lot 415;

A strip of land Five (5) feet wide running along and parallel to the Southeasterly property line of Lot Four Hundred Sixteen (416), said strip being the Southeasterly Five (5) feet of Lot 416;

A strip of land Five (5) feet wide running along and parallel to the Easterly property line of Lot Four Hundred Nineteen (419), said strip being the Easterly Five (5) feet of Lot 419;

A strip of land Five (5) feet wide running along and parallel to the Easterly property line of Lot Four Hundred Twenty (420), said strip being the Easterly Five (5) feet of Lot 420;

All of said tracts containing a total of Nine One-hundredths (0.09) acre, more or less, 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. The Grantor agrees that neither he nor his heirs or assigns will at any time erect, construct or place on or below the surface of said tracts 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 the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of the Grantee respecting the ownership, use, operations, extensions and connections to any water main or gas main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has executed this easement the day and year first above written.

H. Lee Gendler
H. Lee Gendler, Trustee,
Grantor

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
DAY OF FEBRUARY 1974 M. G. HAROLD OSTLER, REGISTER OF DEEDS

METROPOLITAN UTILITIES

BOOK 532 PAGE 376

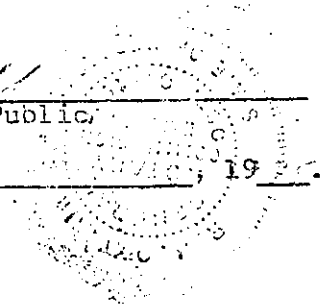
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 30th day of October, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came H. Lee Gendler, Trustee, to me personally known to be the identical person whose name is affixed to the foregoing instrument as Grantor, and acknowledged the same to be his voluntary act and deed.

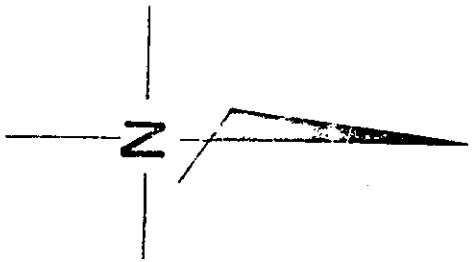
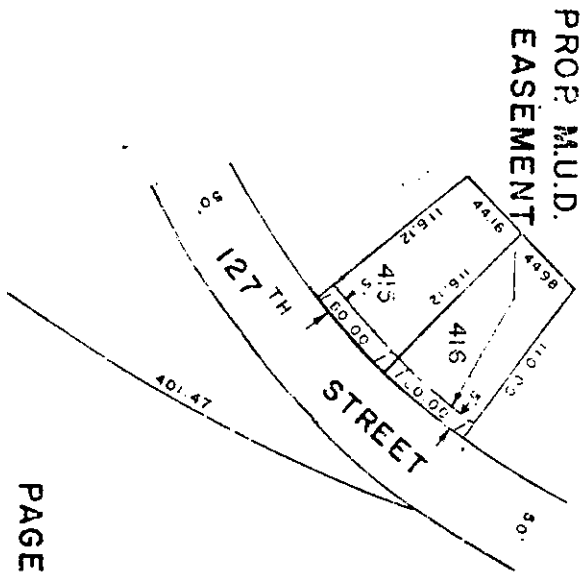
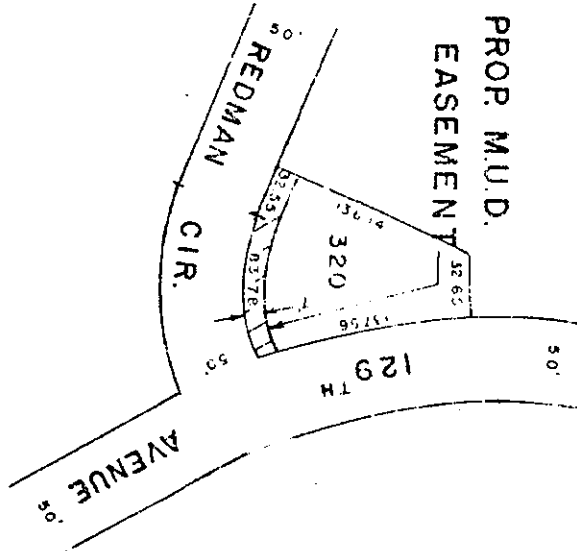
Witness my hand and Notarial Seal the day and year last above written.

R. L. Hill
Notary Public

My commission expires the 1 day of Oct, 1974.



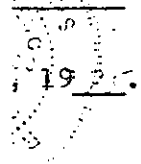
GREENTREE ADDITION



PAGE 1 OF 2

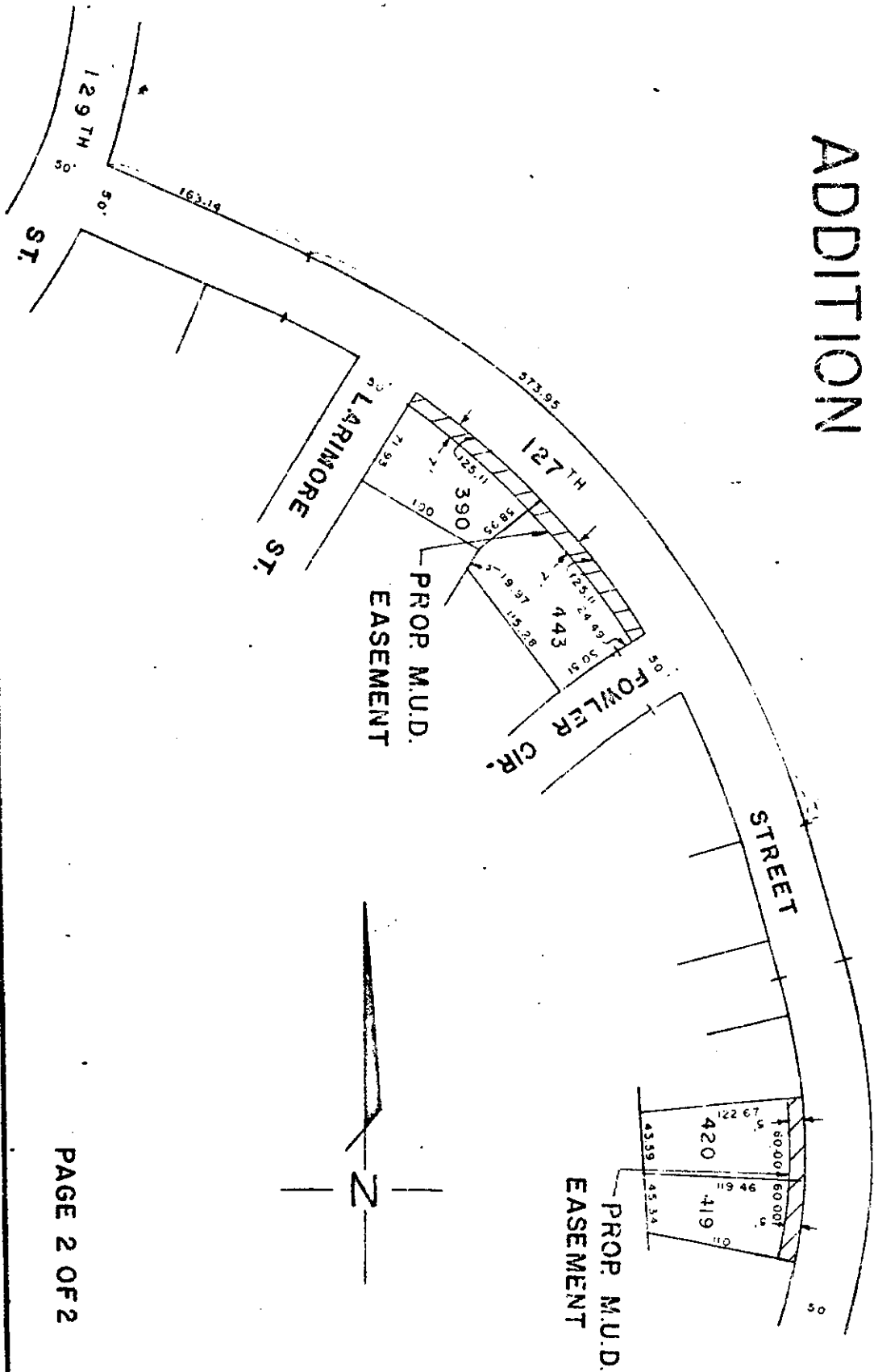
signed,
personally
ical
and

written.



DRAWN BY <u>D.H.C.</u> DATE <u>8-27-73</u> CHECKED BY <u>LLW</u> DATE <u>8-31-73</u> APPROVED BY <u>J.S.R.</u> DATE <u>9-5-73</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV. BY _____ DATE _____	LAND OWNER <u>H. LEE</u> <u>GENDLER,</u> TRUSTEE	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
ACRE: PERMANENT <u>0.9</u> TOTAL _____ LEGEND PERMANENT EASEMENT	EASEMENT ACQUISITION WCC 476.6	

GREENTREE ADDITION




PAGE 2 OF 2

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 DAY OF Feb 19 73 M. C. HAROLD OSTLER REGISTER OF DEEDS

43

DRAWN BY D.H.C. DATE 8-27-73
 CHECKED BY L.J. DATE 9-1-73
 APPROVED BY [Signature] DATE 9-5-73
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

LAND OWNER
H. LEE GENDLER,
 TRUSTEE

ACRE PERMANENT TOTAL
 PERMANENT EASMT. 

EASEMENT
 ACQUISITION
 FOR W.C.C. 4766

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA

3.25

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

72

EASEMENT AND RIGHT OF WAY

78
786 BOOK 532 PAGE 373

THIS INDENTURE, made this 12th day of October, 1973, between Commodore Properties, Inc., a Delaware corporation, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the 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 transmission of water and gas, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, and through lands described as follows:

A tract of land lying in Lot Eight (8) of Park View Heights Replat, as now platted and recorded, a subdivision in Douglas County, Nebraska, being more particularly described as follows:

A strip of land lying in Lot Eight (8), Five (5) feet wide, running along and parallel to the Northeasterly right-of-way of 127th Street, said strip extending Southeasterly from the intersection of the Northeast right-of-way of 127th Street and the East right-of-way of 129th Street a distance of Eight Hundred Seventy-six and Ninety-six One-hundredths (876.96) feet; said tract containing a total of One-tenth (0.10) acre, more or less, 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 the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

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 water main or gas main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

COMMODORE PROPERTIES, INC., Grantor

ATTEST:

By Howard Alexander
Title President

Howard Alexander
Title President
(Seal)
STATE OF NEBRASKA
) ss
COUNTY OF DOUGLAS)

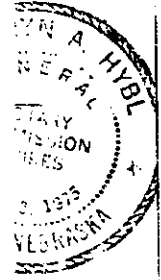
On this 12th day of October, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally saw Howard Alexander, to me personally known to be the President of Commodore Properties, Inc., a Delaware corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

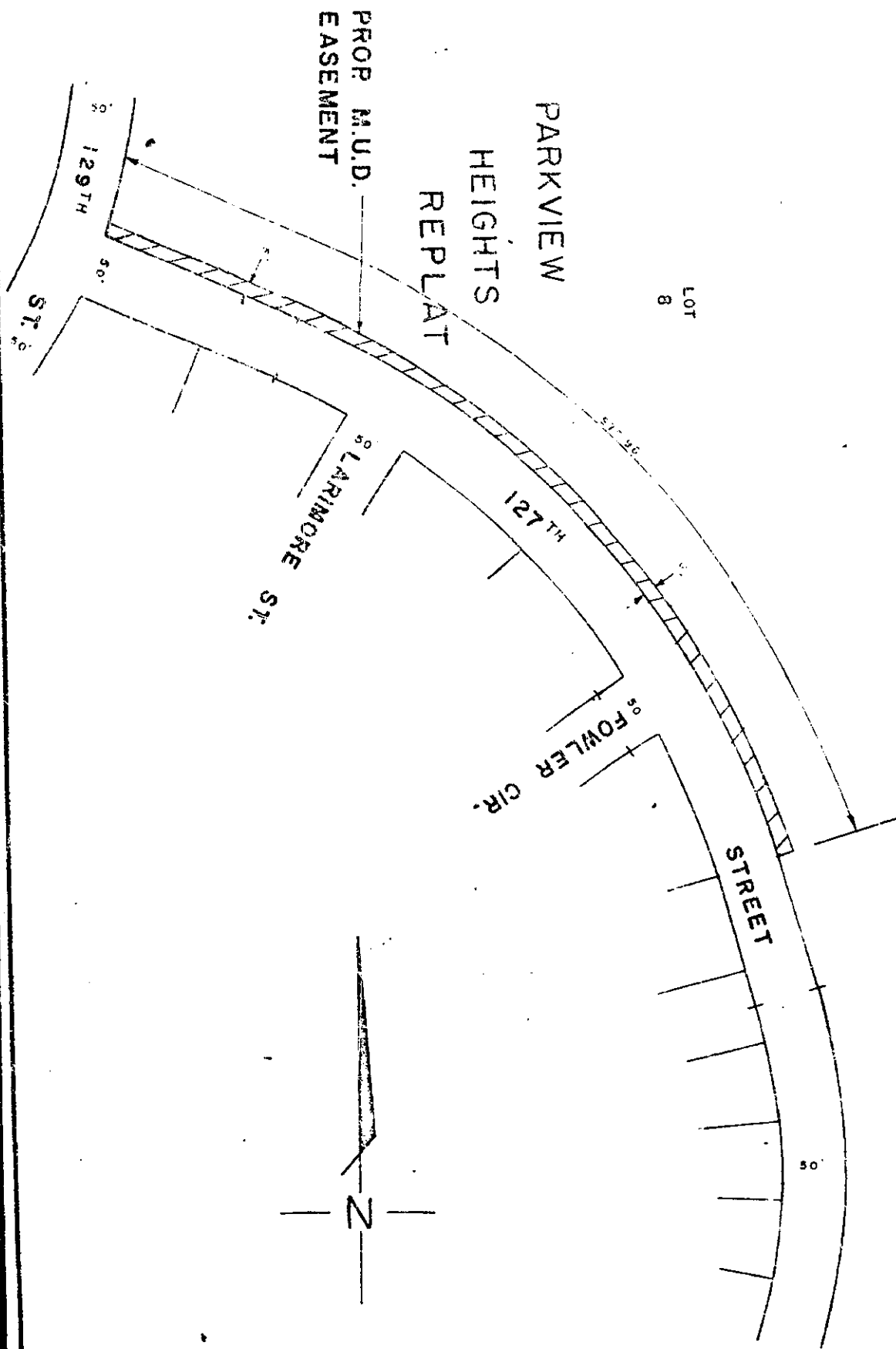
Witness my hand and Notarial Seal the day and year last above written

DALLAN WORDEKEMPER
GENERAL NOTARY
State of Nebraska
My Commission Expires
July 13, 1975

Dallan Wordenkemper
Notary Public

My commission expires the 13th day of July, 1975.





ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 DAY OF Feb 1973 M. G. HAROLD OSTLER, REGISTER OF DEEDS
 625

23

DRAWN BY D.M.C. DATE 8-27-73
 CHECKED BY MLL DATE 8-31-73
 APPROVED BY G.R.R. DATE 9-5-73
 REVISED BY _____ DATE _____
 REV. CH'D BY _____ DATE _____
 REV. APP'N BY _____ DATE _____

LEGEND
 PERMANENT EASMT

ACRE: PERMANENT 0.1
 LAND OWNER
 COMMODORE
 PROPERTIES, INC.
 A DELAWARE CORP.

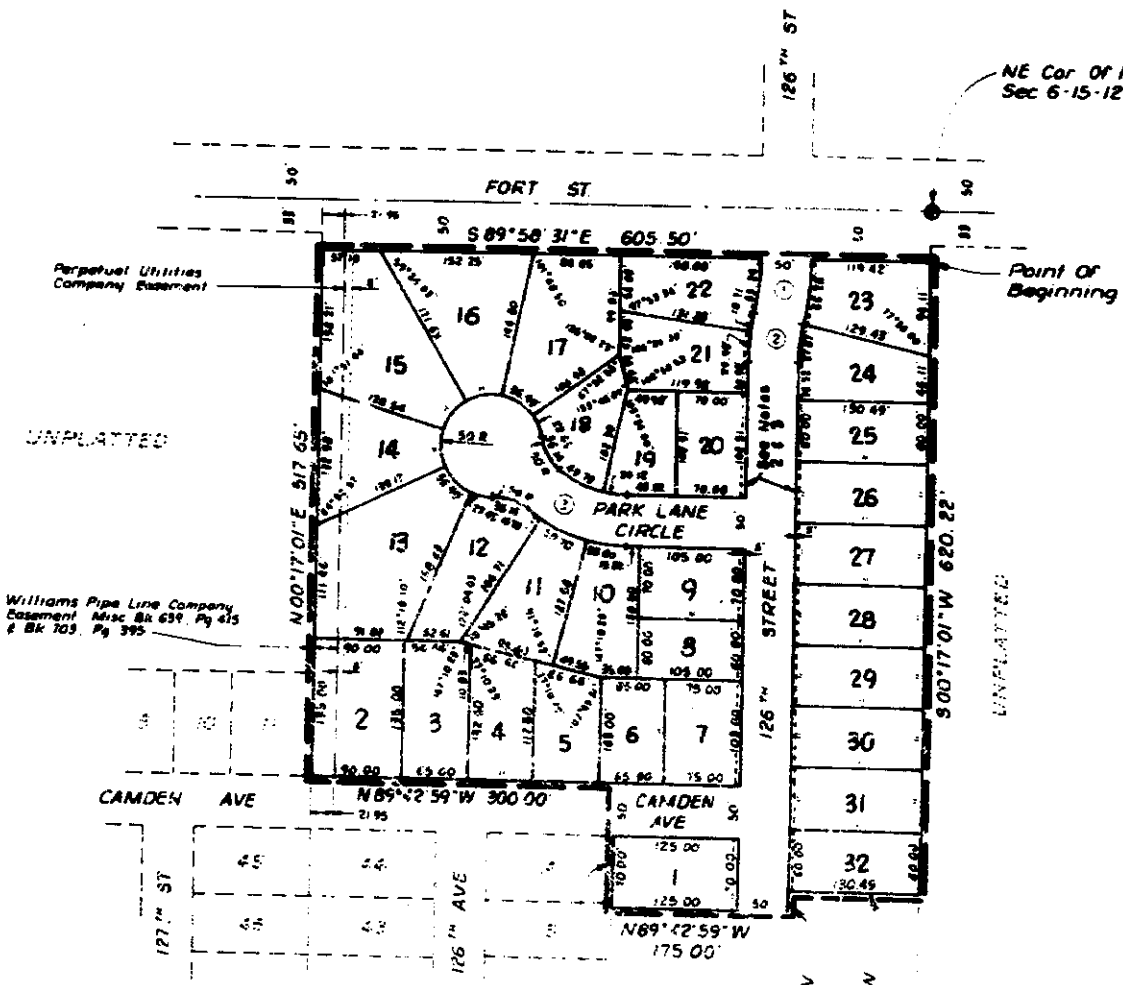
EASEMENT
 ACQUISITION
 FOR G.R.M. 7293

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA

NO	A	R	T	L	D
①	12°39'32"	275.00'	30.50'	60.76'	20.83464'
②	12°24'00"	200.00'	21.73'	43.28'	28.64790'
③	38°00'05"	136.44'	46.90'	90.49'	41.99340'

TRANQUILITY

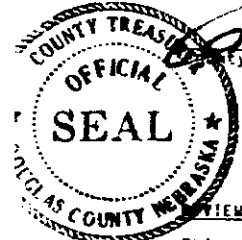
LOTS 1
BEING A REPLAT OF LOTS 12 & 13
IN TRANQUILITY VIEW REPLAT
OF LOT 8, PARK VIEW HEIGHTS
OF SEC. 6, T15N, R12E OF THE



APPROVAL OF
This plat is
(inclusive) of
the day of
Mary
Chairman of

APPROVAL OF
I hereby certify
(Lots 1 thru 32)
this 23 day of
Ray
City Engineer
I hereby certify
for completion
Ray
City Engineer

COUNTY TREASURER'S CERTIFICATE
This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.



John P. Hader
County Treasurer
Date *July 18, 1990*

VIEW OF DOUGLAS COUNTY ENGINEER
This plat of Tranquility View 2nd Add. (Lots 1 thru 32, inclusive) was reviewed by the Office of the Douglas County Engineer on this *13* day of *February*, 1990.
Philip A. Burke
Douglas County Engineer

OMAHA CITY COUNCIL ACCEPTANCE
This plat of Tranquility View 2nd Add. (Lots 1 thru 32, inclusive) was approved by the City Council of Omaha on this *13* day of *October*, 1990.
John J. Mangan
Mayor
Marjorie R. ... City Clerk
James ... President of Council

- NOTES:**
- No direct vehicular access will be allowed to Fort Street from Lots 15, 16, 17, 22 and 23.
 - A perpetual five-foot (5') wide utility easement is hereby granted to Metropolitan Utilities District, abutting all street side lot lines and all front lot lines in Lots 1 thru 32, inclusive.
 - A perpetual five-foot (5') wide pedestrian sidewalk easement is hereby granted to the public for public use, abutting the front lot lines in Lots 7, 8, 9 and Lots 21 thru 32, inclusive, and also abutting the street side lot lines in Lots 7 and 20.

ACKNOWLEDGEMENT
STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this *9* day of *September*, 1990, the identical and acknowledged such officer
WITNESS my hand last above written
Mary
Notary Public
My Commission

ACKNOWLEDGEMENT
STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this *6* day of *October*, 1990, of Construction person whose acknowledged as such officer
WITNESS my hand
Ray
Notary Public
My Commission

10/15

Deed 9590
H D

RECEIVED

AUG 15 1 07 PM '91

RECORDS & DEEDS
DOUGLAS COUNTY, NE

BK 1904 N _____ CJO _____ FE
PG 744 N _____ DEL _____ ME
OF Deed COMP _____ FID _____ ME - 309
PL - 359

W 2nd ADD.

USIVE
ED 126TH AVE RIGHT-OF-WAY
ARK VIEW HEIGHTS, 4 PART
ISIONS LOCATED IN THE W¹/₂
LAS COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary or the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in TRANQUILITY VIEW 2ND ADD (Lots 1 thru 92, inclusive) being a replat of Lots 12 and 13 and the included 126th Avenue right-of-way, Tranquility View Replat, and also Lots 6 and 7, Park View Heights, and also part of Lot 8, Park View Heights Replat, subdivisions located in the West 1/2 of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 7, Park View Heights, said point being on the South right-of-way line of Fort Street; thence S00°17'01"W (assumed bearing) along the East line of said Lot 7, Park View Heights and the East line of said Lot 8, Park View Heights Replat, a distance of 620.22 feet; thence N89°42'59"W, a distance of 130.49 feet; thence S00°17'01"W, a distance of 20.17 feet; thence N89°42'59"W, a distance of 175.00 feet to a point on the East line of said Tranquility View Replat; thence N00°17'01"E along said East line of Tranquility View Replat, a distance of 120.00 feet to a point on the North right-of-way line of Camden Avenue; thence N89°42'59"W along said North right-of-way line of Camden Avenue, a distance of 300.50 feet to the Southeast corner of Lot 11, said Tranquility View Replat; thence N00°17'01"E along the East line of said Lot 11, Tranquility View Replat and the West line of said Lot 6, Park View Heights, a distance of 517.65 feet to the Northwest corner of said Lot 6, Park View Heights, said point being on said South right-of-way line of Fort Street; thence S89°50'11"E along said South right-of-way line of Fort Street, a distance of 605.50 feet to the Point of Beginning.

Robert Clark
Robert Clark - LS #16

Feb 2, 1990
Date

NG. BGARD
by 2nd Add. (Lots 1 thru 92,
he City Planning Board on this

of Tranquility View 2nd Add.
as to the Design Standards
1990.

provisions have been made
of the Omaha Municipal Code.
August 13, 1991

DEDICATION

and we do hereby grant the perpetual easements as shown on this plat,
know all men by these presents that we, Construction Sciences, Inc., owners, and Firstier Bank, N.A., Omaha, Mortgagee of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereinafter known as TRANQUILITY VIEW 2ND ADD (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on this plat and we hereby dedicate to the public for public use the street, avenues and circles, and we do hereby grant a perpetual easement to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots, except as shown on Lot 2 and Lots 12 through 16, inclusive, to avoid the pipe line easement. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

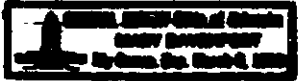
In witness whereof, we do hereunto set our hands, this 6TH day of FEB., 1990.

CONSTRUCTION SCIENCE, INC.
John J. Smith
By: John J. Smith, President

FIRSTIER BANK, N.A. OMAHA
Edward R. ...

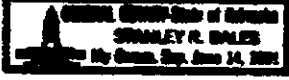
1990, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came Donald R. Sievers, known to me personally known to be the same as shown on this plat and thereof to be his voluntary act and deed as

at Omaha in said County the day and year last above written.



1990, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came John J. Smith, president of Construction Science, Inc., known to me personally known to be the same as shown on this plat and thereof to be his voluntary act and deed as

the day and year last above written.



TRANQUILITY VIEW
FINAL PLAT
JAN 1990
09031
1/15

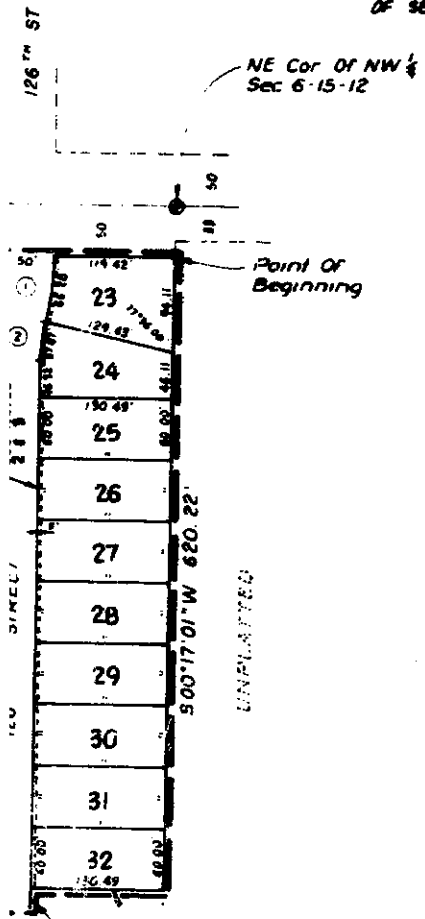
1904 744

Deed 9590
H & Q

RECEIVED
Aug 15 1990
DOUGLAS CO

TRANQUILITY VIEW 2nd ADD.

LOTS 1 THRU 32 INCLUSIVE
BEING A REPLAT OF LOTS 12 & 13 & THE INCLUDED 126TH AVE RIGHT-OF-WAY,
IN TRANQUILITY VIEW REPLAT, LOTS 6 & 7, PARK VIEW HEIGHTS, & PART
OF LOT 8, PARK VIEW HEIGHTS REPLAT, SUBDIVISIONS LOCATED IN THE W^{1/2}
OF SEC 6, T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA



APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of Tranquility View 2nd Add (lots 1 thru 32 inclusive) was approved by the City Planning Board on this 11th day of July, 1990.

Muriel D. Jaley
Chairman of City Planning Board

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of Tranquility View 2nd Add (Lots 1 thru 32 inclusive) as to the Design standards this 29 day of July, 1990.

Roy P. Humann
City Engineer

I hereby certify that adequate provisions have been made for compliance with Chapter 43 of the Omaha Municipal Code.

Roy P. Humann August 13, 1991
City Engineer

S00°17'01"W 20.17'
M 65°29'48"N 64.0E1

NOTES:

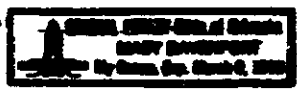
1. No direct vehicular access will be allowed to Fort Street from lots 15, 16, 17, 22 and 23.
2. A perpetual five-foot (5') wide utility easement is hereby granted to Metropolitan Utilities District, abutting all street side lot lines and all front lot lines in Lots 1 thru 32, inclusive.
3. A perpetual five-foot (5') wide pedestrian sidewalk easement is hereby granted to the public for public use, abutting the front lot lines in Lots 1, 8, 9 and Lots 21 thru 32, inclusive, and also abutting the street side lot lines in Lots 7 and 20.

ACKNOWLEDGEMENT OF NOTARY STATE OF NEBRASKA COUNTY OF DOUGLAS

On this 9 day of Feb, 1990, before me, the undersigned, a Notary Public in and for said County, personally came Donald R. Sievers, Senior VP of FirstTier Bank, W.D. Omaha, to me personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the execution thereof to be his voluntary act and deed as such officer of said Bank.

WITNESS my hand and Notarial Seal at Omaha in said County, the day and year last above written.
Mary Davenport
Notary Public

My Commission expires the _____ day of _____, 1991.



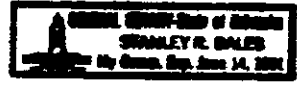
and we do hereby grant the perpetual easements as shown on this plat.

ACKNOWLEDGEMENT OF NOTARY STATE OF NEBRASKA COUNTY OF DOUGLAS

On this 6th day of Feb, 1990, before me, the undersigned, a Notary Public in and for said County, personally came John J. Smith, president of Construction Sciences, Inc. to me personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the execution thereof to be his voluntary act and deed as such officer in said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.
Stanley R. Bales
Notary Public

My Commission expires the 14th day of June, 1991.



12/15

Tranquility View 2nd add

Plat and Dedication

Filed 8-15-91 in Book 1904 at Page 744, 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 abutting the front and the 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 5 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 8-15-91, in Book 974 at Page 728, 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 _____ 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.

Architectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____ Book _____ at Page _____, Instrument No. _____

