

Quail Creek

Plat and Dedication

Filed 9-9-75, in Book 10, Page 36, 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

\_\_\_\_\_ adjoining all \_\_\_\_\_  
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 \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

and storm & sanitary sewers, MUD, CPPD, NWBTC for  
the installation of all utilities on over and under all cul-de-sac  
and easements as embraced within the plat

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Declaration of Covenants, Conditions, Restrictions and Easements,

- Restrictive Covenants
- Protective Covenants
- or

1 of 1 thru 93

Filed 6-6-77, in Book 50 at Page 425, 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 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

R/W <sup>Ease</sup> 50-530 filed 7-1-77 Copy

R/W <sup>Ease</sup> 50-667 filed 8-5-77 Copy

RESTRICTIVE COVENANTS

The undersigned hereby declares 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 until January 1, 1987.

Lots One (1) through Ninety three (93) inclusive, all in Quail Creek, an Addition, as surveyed, platted and recorded in Sarpy County, Nebraska.

If the present or future owners of any of said lots 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 to prevent him or them from so doing or to recover damages or other dues for such violation.

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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. No animals, horses or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.

No fences or screen walls shall be erected unless written approval therefore is obtained from the undersigned.

No building materials shall be placed on any lot until construction is started on the main residential structure.

No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.

D. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owners expense upon the request or act of any land-owner in the subdivision. All Automobiles must be parked either indoors or on hard surfaced slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

E. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan, and lot grading have first been submitted to and have received the written approval of the undersigned as to the exterior design, use of exterior materials, lot grading and placement of structures on the lot.

F. None of said lots shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots used in assembling the resultant dwelling site.

G. All plans for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, rear yard setbacks, exterior design, use of exterior materials, placement of house on lot, drainage, required minimum enclosed and finished living space. Each dwelling must provide enclosed garage space for not less than two or more than three cars. However, if any of the above requirements are not adequate or satisfactory to the proper development of the said Addition, the Architectural Review Committee may alter or change same provided such change or alteration shall conform to the zoning and with the building permit issued by the City of Bellevue, Nebraska.

H. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling.

I. The Committee reserves the right to object to offensive exterior colors.

J. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Freeman Co., Inc., consisting of not less than two or more than five members.

50 425 B

Dated This 20<sup>th</sup> day of JAN, 1977.

QUAIL CREEK CO.

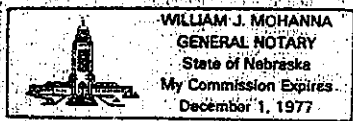
By [Signature]  
Partner

Witness:

Mary V Bartock

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss. Jan 20, 1977

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came R. JOE DENNIS, Partner, of Quail Creek Co., and acknowledges the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.



William J. Mohanna  
Notary Public

My Commission expires: Dec. 1, 1977

50-667

RIGHT-OF-WAY EASEMENT

Quail Creek Company  
of the real estate described as follows, and hereafter referred to as "Grantor".

Lots 66 thru 81 inclusive in Quail Creek on addition located in the south half (S 1/2) of Section thirty-two (32), Township thirteen (13) north, Range thirteen east of the 6th P.M., Sarpy County, Nebraska.

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 QUAIL CREEK COMPANY, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A five foot (5') wide strip of land abutting all front lot lines.

FILED FOR RECORD 85-12 AT 9:10 A.M. IN BOOK 50 OF Miss. Recs.  
PAGE 667 Carl L. Hibbeln REGISTER OF DEEDS, SARPY COUNTY, NEB. 780

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, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (B) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (C) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade, elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (D) 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 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 on this 11th day of July, 1977.

*Susan J. Dennis* *R. Joe Dennis*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_  
before me the undersigned, a Notary Public in and for said  
County, personally came \_\_\_\_\_

President of \_\_\_\_\_  
personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_ in \_\_\_\_\_ County the day and year last above written.

My Commission expires: \_\_\_\_\_

STATE OF NEBRASKA  
COUNTY OF SARPY  
On this 11th day of July, 1977  
before me the undersigned, a Notary Public in and for said County and State, personally appeared

R. JOE DENNIS and SUSAN J. DENNIS, of QUAIL CREEK CO.

personally to me 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 Notarial Seal VIRGINIA D. BROOKS  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires August 3, 1978  
*V. Brooks*

My Commission expires: August 3, 1978

Distribution Engineer *D.D.* Date *7/12/77* Land Rights and Services *RWP* Date *7-12-77*  
Recorded in Miss. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
Section 32 Township 14 North, Range 13 East Salesman *Graves* Engineer *Hightower* at 48517 v.o. 1172

Quail Creek URD  
39th & Quail Dr.  
Bellevue, Nebraska

P. # 69426 ✓

# Quail Creek

Plat and Dedication

Filed 9-9-75, in Book 6 at Page 36, 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

adjoining all  
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 \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.  
Any additional info,

and Storm + Sanitary Sewer, MUO, OPD, NWBTC for the  
installation of all utilities on over and under all outlot and  
easements as embraced within this plat

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements,

- Restrictive Covenants
- Protective Covenants
- or

Filed 3-30-79, in Book 52 at Page 176, 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 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

R/w Eas 51-487 filed 7-26-78 Copy

51-487

RIGHT-OF-WAY EASEMENT

I, Quail Creek Co.  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) thru Twenty-two (22), inclusive of Replat II, Quail Creek, and Lots  
Ninety-four (94) thru Two Hundred Forty-five (245), inclusive; Lots Two Hundred  
five (265) thru Two Hundred Eighty-one (281), inclusive; Lots Two Hundred  
(283) thru Three Hundred Forty-eight (348), Quail Creek, both additions to Sarpy  
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  
UNITED PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its  
successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to (install) operate, maintain, repair, replace,  
and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land five feet (5') in width, lying adjacent to and parallel to the  
front (road) side of all above referenced lots.

FILED FOR RECORD 7-26-78 AT 9:30 P. M. IN BOOK 51 OF Map Rec.  
PAGE 487 Carl S. H. H. REGISTER OF DEEDS, SARPY COUNTY NEB. 77<sup>25</sup>

CONDITIONS

- (a) where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consist-  
ing of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the  
right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and  
egress shall be exercised in a reasonable manner.
- (c) where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement  
and no change of grade, elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be  
used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that  
Grantor, its 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.

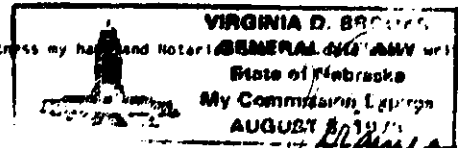
TO WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 26th day of June, 19 78

QUAIL CREEK CO.  
*[Signature]*

STATE OF  
COUNTY OF  
On this 26th day of June, 19 78  
before me the undersigned, a Notary Public in and for said  
State, personally appeared  
personally to me known to be the identical person(s) who signed the  
instrument herein at grantor(s) and who acknowledged the execution  
thereof to be their voluntary act and deed for the purpose  
therein expressed.

STATE OF NEBRASKA  
COUNTY OF SARPY  
On this 26th day of June, 19 78  
before me the undersigned, a Notary Public in and for said County and  
State, personally appeared R. Joe Dennis, Partner  
of Quail Creek Co.

personally to me 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.



My Commission expires August 8, 1978

My name is Engineer  
Recorded in Map Book No. 51 at Page No. 487 on the 26th day of June, 19 78  
Section 16 Township 16N North, Range 10E East Salesman Graves Engineer 1st Class

000453

52-130

**RESTRICTIVE COVENANTS**

The undersigned hereby declares 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 until January 1, 1989.

Lots Ninety-four (94) through Two Hundred Forty-five (245) inclusive, lots Two Hundred Sixty-five (265) through Three Hundred Forty-eight (348) inclusive, lot One (1) Replat I, lots One (1) through Twenty-two (22) inclusive Replat II, lots Three Hundred Forty-nine (349) and Three Hundred Fifty (350) Replat III, and Lots One (1), Two (2) and Three (3) Replat IV, all in QUAIL CREEK, an Addition, as surveyed, platted and recorded in Sarpy County, Nebraska.

If the present or future owners of any of said lots 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 to prevent him or them from so doing or to recover damages or other dues for such violation.

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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. No animals, horses or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.

No fences or screen walls shall be erected unless written approval therefore is obtained from the undersigned.

No building materials shall be placed on any lot until construction is started on the main residential structure.

No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.

RECORDED 3-30-79 BY 10-30-AM IN BOOK 52 - Miss Lee  
176 Carl S. Hillebrand 75-00  
REGISTER OF DEEDS, SARPY COUNTY, NEB.

102494



D. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition, or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on hard surfaced slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

E. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan, and lot grading have first been submitted to and have received the written approval of the undersigned as to the exterior design, use of exterior materials, lot grading and placement of structures on the lot.

F. None of said lots shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots used in assembling the resultant dwelling site.

G. All plans for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, rear yard setbacks, exterior design, use of exterior materials, placement of house on lot, drainage, required minimum enclosed and finished living space. Each dwelling must provide enclosed garage space for not less than two or more than three cars. However, if any of the above requirements are not adequate or satisfactory to the proper development of the said Addition, the Architectural Review Committee may alter or change same provided such change or alteration shall conform to the zoning and with the building permit issued by the City of Bellevue, Nebraska.

H. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling.

I. The Committee reserves the right to object to offensive exterior colors.

J. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Freeman Co., Inc., consisting of not less than two or more than five members.

Dated this 1st day of Jan., 1979.

QUAIL CREEK CO.

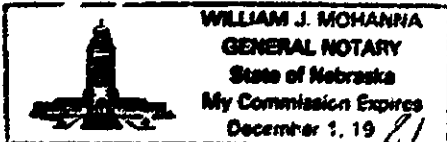
By: *R. Joe Dennis*  
PARTNER

Witness:

*Susan J. Dennis*

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss

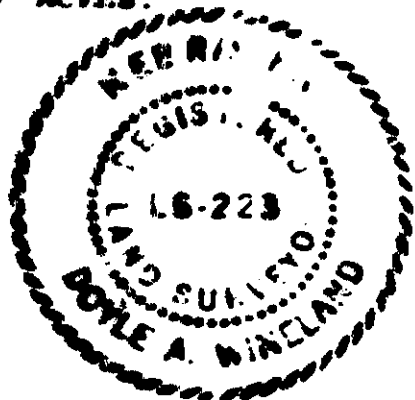
One the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came R. JOE DENNIS, Partner, of Quail Creek Co., and acknowledges the execution thereof to be his voluntary act and deed and the voluntary act and deed of said partnership.



*William J. Mohanna*  
Notary Public  
*Jan 1, 1981*

My commission expires:

... JELLA WEST SUBDIVISION, THENCE ALONG THE WEST LINE OF JELLA WEST SUBDIVISION, S02°40'03"W A DISTANCE OF 1324.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 140.10 ACRES.



*Boyle A. Wineland*  
Boyle A. Wineland, L.S. 223

LS

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT JOE DENNIS CONSTRUCTION Co. Inc., a NEBRASKA CORPORATION, BEING THE OWNER OF THE PROPERTY DESCRIBED WITHIN THE SURVEYORS CERTIFICATE, AND ENRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN: SAID ADDITION TO BE HEREAFTER KNOWN AS QUAIL CREEK, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY INDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AS SHOWN ON THIS PLAT. WE DO ALSO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND NORTHWESTERN BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RE-NEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, 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 THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ADJOINING ALL SIDE BOUNDARY LOTS LINES: AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, PROVIDED HOWEVER, THAT SAID SIDE LOT EASEMENTS ARE GRANTED UPON THE SPECIFIC CONDITION THAT IF EITHER OF SAID UTILITY COMPANIES FAIL TO UTILIZE SAID SIDE LOT EASEMENTS WITHIN SIXTY (60) MONTHS OF THE DATE THEREOF, OR IF ANY POLES, WIRES OR CONDUITS ARE CONSTRUCTED BUT HEREAFTER REMOVED WITHOUT REPLACEMENT WITHIN SIXTY (60) DAYS AFTER THEIR REMOVAL, THEN THIS SIDE LOT EASEMENT SHALL AUTOMATICALLY TERMINATE AND BECOME VOID AS TO SUCH UNUSED OR ABANDONED EASEMENT WAYS, THE TERM EXTERIOR LOTS IS HEREIN DEVINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK 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. WE DO FURTHER GRANT A PERMANENT EASEMENT FOR STORM AND SANITARY SEWERS, AND TO METROPOLITAN UTILITIES DISTRICT, NORTHWESTERN BELL TELEPHONE COMPANY AND OMAHA PUBLIC POWER DISTRICT, FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITIES, ON, OVER OR UNDER ALL OUTLOTS AND EASEMENTS AS ENRACED WITHIN THIS PLAT.

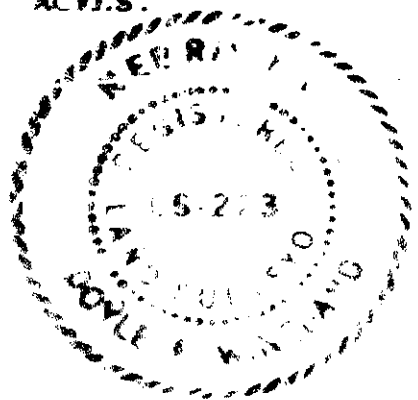
IN WITNESS WHEREOF, WE DO SET OUR NAMES THIS 10th DAY OF April 1975

JOE DENNIS CONSTRUCTION CO., INC.

*Joe Dennis*  
JOE DENNIS, President  
*Susan J. Dennis*  
SUSAN J. DENNIS, Secretary

**MURPHY'S SUBDIVISION**  
 I, **MURPHY'S SUBDIVISION**, THE UNDERSIGNED REGISTERED LAND  
 SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED  
 AND WILL SURVEY WITH IRON PINS ALL CORNERS OF ALL LOTS,  
 STREETS, ANGLE POINTS AND ENDS OF ALL CURVES IN QUAIL  
 CREEK (LOTS 1 'THRU 148 AND OUTLOTS "A" THRU "L", INCLUSIVE)  
 AN ADDITION IN THE SOUTH ONE-HALF OF SECTION 32, TOWNSHIP  
 14 NORTH, RANGE 13 EAST AND THE NORTH ONE-HALF OF SECTION  
 5, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SANGRE  
 COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED  
 AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST, THENCE N86°36'35"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF BELLA WEST, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1315.59 FEET TO THE SOUTHWEST CORNER OF BELLA WEST, SAID CORNER BEING THE POINT OF BEGINNING; THENCE S02°21'31"W A DISTANCE OF 318.43 FEET; THENCE N86°32'08"W A DISTANCE OF 1314.15 FEET TO A POINT ON THE ONE-QUARTER LINE OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE ALONG SAID ONE-QUARTER LINE OF SECTION 5, S02°49'29"W A DISTANCE 1007.90 FEET TO A POINT ON THE ONE-SIXTEENTH LINE OF THE NORTHWEST QUARTER OF SECTION 5; THENCE ALONG SAID ONE-SIXTEENTH LINE OF SECTION 5, N86°23'06"W A DISTANCE OF 2381.80 FEET; THENCE N25°06'49"E A DISTANCE OF 1413.37 FEET TO A POINT ON THE SOUTH LINE OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE N41°01'36"E A DISTANCE OF 622.06 FEET; THENCE S86°32'05"E A DISTANCE OF 131.28 FEET TO A POINT ON THE ONE-SIXTEENTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID ONE-SIXTEENTH LINE OF SECTION 32, N02°55'21"E A DISTANCE OF 452.52 FEET; THENCE N40°23'59"E A DISTANCE OF 487.07 FEET TO A POINT ON THE ONE-SIXTEENTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID ONE-SIXTEENTH LINE OF SECTION 32, S86°32'01"E A DISTANCE OF 491.76 FEET; THENCE S24°51'58"E A DISTANCE OF 1125.89 FEET TO A POINT ON THE ONE-QUARTER LINE OF SECTION 32, SAID POINT BEING 330.36 FEET NORTH OF THE SOUTH QUARTER CORNER OF SECTION 32; THENCE N64°50'09"E A DISTANCE OF 858.00 FEET; THENCE N25°03'20"W A DISTANCE OF 660.00 FEET TO A POINT ON THE ONE-SIXTEENTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE ALONG SAID ONE-SIXTEENTH LINE OF SECTION 32, N86°32'01"W A DISTANCE OF 449.04 FEET TO A POINT ON THE ONE-QUARTER LINE OF SECTION 32; THENCE ALONG SAID ONE-QUARTER LINE OF SECTION 32, N02°49'29"E A DISTANCE OF 408.45 FEET TO A POINT IN THE CENTERLINE OF A COUNTY ROAD; THENCE ALONG SAID CENTERLINE OF THE COUNTY ROAD S66°31'05"E A DISTANCE OF 500.00 FEET; THENCE CONTINUING ALONG SAID CENTERLINE OF THE COUNTY ROAD, N45°09'03"E A DISTANCE OF 600.49 FEET; THENCE S29°17'15"E A DISTANCE OF 812.34 FEET TO THE NORTHWEST CORNER OF THE AFORESAID BELLA WEST SUBDIVISION; THENCE ALONG THE WEST LINE OF BELLA WEST SUBDIVISION, S02°40'05"W A DISTANCE OF 1324.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1480 ACRES.



*John A. Witkland*  
 JOHN A. WITKLAND, L.S. 273

WITNESSED AND DECLARED BY THESE PRESENTS THAT JOHN DENNIS COMEY