

82  
137

527 PAGE 1

PROTECTIVE COVENANTS

are assigned, to protect the desirability of the within  
lots for use as office, industrial and similar lots for  
designed and for all subsequent owners of said lots, here-  
after that the following covenants are to run with the land  
and shall be binding on all present and future owners of all or  
part of the following described real estate hereinafter referred  
to as "the premises", until January 15, 2003.

Lots One (1) to One Hundred Twenty-Five (125), inclusive,  
of South West Park, a subdivision, an addition to the  
City of Omaha, Douglas County, Nebraska, as surveyed,  
platted and recorded.

If the present or future owners of any of said lots, or their  
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 covenant 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.

1. No improvements shall be constructed on any of the premises  
unless final plans and specifications for said construction have been  
approved by the undersigned. The plans and specifications shall  
show in detail at least each of the following items: a complete  
site plan; a grading and surface drainage plan; a detail of all  
exterior elevations of the buildings showing all building materials to  
be used in completion of said construction; a detailed landscaping plan;  
a sidewalk and paving plan, showing all drives and individual parking  
spaces; a designation of outside storage areas and detail or proposed  
landscaping of same. Construction and erection of improvements shall  
be in complete accordance with said plan.

2. Lots One (1), Three (3) to Twenty (20), and Lots Fifty-  
Four (54) to Seventy (70) inclusive have been zoned Ninth Residential  
District. During the term of these covenants, said lots shall not be  
used for any use not permitted by Ninth Residential District as said  
District is defined in the Municipal Ordinances of the City of Omaha,  
or any less restrictive zoning.

3. Except as hereinafter provided herein, the applicable zoning  
regulations of the City of Omaha, Nebraska, shall govern the height,  
side yard, rear yard and building set-back requirements and also the  
permitted use of the premises; provided, however, that no part of the  
premises may be used for residential purposes and provided further,  
that no building erected on any of said property shall be less than  
fourteen (14) feet in height measured to any point of the parapet  
wall or facade, on the portion of the building that faces or abuts  
any street.

4. One hundred per cent (100%) of the front (exclusive of  
gable ends, door and window openings) of all buildings erected on  
Lots One (1) and Lot Three (3) to Twenty (20), inclusive, and Lots  
Fifty-Four (54) to Seventy (70), inclusive, of said South West Park  
which face "A" Street must be constructed or faced with brick or  
other decorative material approved in writing by the undersigned, and  
the back and sides of all buildings erected on said Lots One (1) and  
Lots Three (3) to Twenty (20) inclusive, and Lots Fifty-Four (54) to  
Seventy (70), inclusive, must not have visible bare construction con-  
crete block, but the same must be either the decorative variety or  
covered as set forth in Paragraph 15 thereof.

Buildings on all lots within the premises covered shall have a minimum enclosed area of 2,400 square feet, and a minimum width along the front of the building of not less than forty (40) feet.

All buildings constructed or erected on Lots Twenty-Six (26) to Forty-Eight (48), inclusive, of South West Park and Lots One Hundred Seven (107) to One Hundred Twenty-Five (125), inclusive, of South West Park shall be constructed or erected with not less than fifty per cent (50%) of the front (exclusive of gable ends, porches and window openings) of all of said buildings of brick or other material with brick or other decorative material approved in writing by the undersigned.

7. No building or structure shall be placed on any lot that has an area of less than twelve thousand (12,000) square feet. No lot as originally platted shall be used as a building plot if the lot has been reduced below its original platted width; provided, however, that part of two or more platted lots may be combined into one building plot, if the plot is at least as wide as and as great an area as the largest of said lots as originally platted.

8. The north twenty (20) feet of each of Lots One (1) and Three (3) to Twenty (20), inclusive, shall be planted with two rows of honeysuckle or similar shrubbery and said planting shall be maintained by the owner of said lots during the term of these covenants.

9. That portion of each built-upon lot lying between the front lot line and the extended front line of the building closest to the lot line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking area constructed of asphalt or concrete. These requirements do not extend to any point farther than sixty (60) feet from the abutting curb line(s). Said front yard area shall be fully improved with one of the foregoing choices or a combination of any of the above choices within sixty (60) days after completion of the exterior of the first building upon such lot.

10. No article of merchandise or other material shall be kept, stored, or displayed outside the confines of the walled building erected on the premises unless it be enclosed by a wall or chain link fence with vertical redwood pickets inserted such as to obstruct visibility at least five (5) feet high. No outside storage shall be permitted closer to the front street than the front of the main building.

11. Each owner, tenant or occupant of any building site shall keep said building site and the building, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers and with respect to Lots One (1), Three (3) to Twenty (20), inclusive, and Lots Fifty-four (54) to Seventy (70), inclusive, all such waste shall be stored and shall be enclosed by a solid wall. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

12. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned.

13. No noxious or offensive trades, services or activities shall be conducted on any building site nor shall anything be done thereon which may be or become any annoyance or nuisance to the owner, tenant or occupant of other building sites within the South West Industrial Park area by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

14. No loading dock shall be erected on any building site abutting any streets, unless the front of such loading platform or dock shall be set back at least sixty-five (65) feet from all abutting street right-of-way lines.

15. All exterior walls, other than those built of brick or prefinished aggregate panels, must be finished with some preservative such as paint, varnish, plastic or other finish approved in writing by the undersigned; said finish must be applied within thirty (30) days after the erection of the wall.

16. Metal buildings will be allowed provided that, except for gable ends, door and window openings, one hundred per cent (100%) of the front or side of all buildings facing upon an abutting street or streets must be constructed or faced with brick or other decorative material approved in writing by the undersigned. Said exterior finish must be constructed within thirty (30) days after the erection of the building. No convex (barrel) (quonset) roof systems shall be allowed.

17. No parking is allowed on the street or in the dedicated street right-of-way area between the curbline and the property line. This area shall be improved with grass and landscaping (low pfitzer plants) except where intersected by driveways and sidewalks intersecting the property perpendicular to the street. The exact location of the sidewalks, driveways and grass and the other landscaping must be detailed on plans and specifications submitted to the developer prior to construction. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles be permitted in the parking areas or any area not enclosed as a storage facility.

18. No owner, lessee, or occupant shall use any part of the premises for erection of signs, billboards, or displays other than those directly advertising the business conducted on such premises. No flashing signs or lights, revolving beacons, strobe lights or other mechanisms shall be permitted. No signs shall be erected or maintained on the roof of any building located on the premises. Written approval of the undersigned is required prior to the erection of any sign not attached to a building.

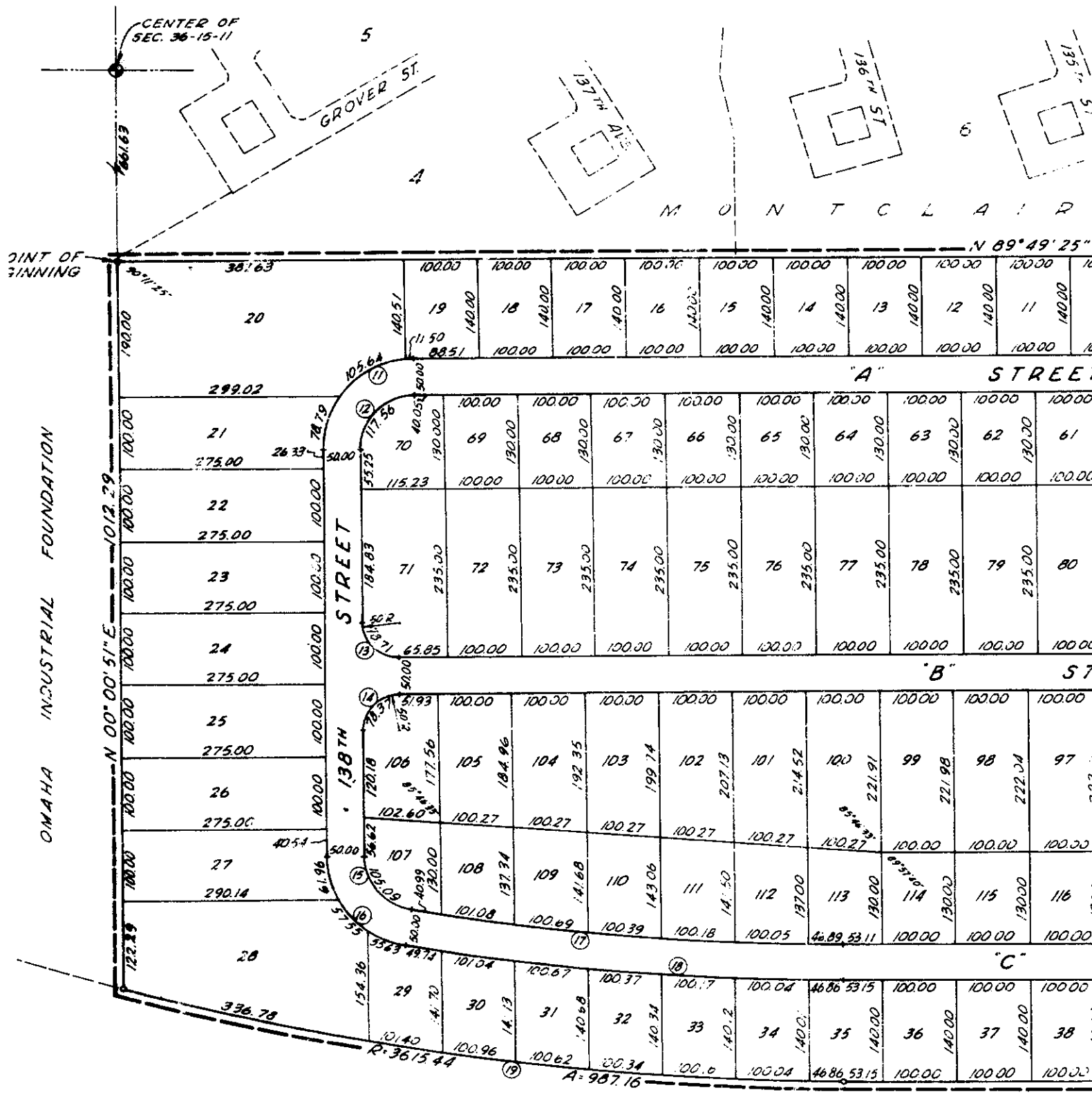
19. That portion of each tract (including parkings) which is not improved by the construction of buildings, approved surfacing, enclosed yards or lawn area, as heretofore provided, shall be seeded, mowed and maintained with a cover planting which grows to a height not to exceed eighteen (18) inches. At no time shall any part of the land area be planted to cultivate row crops.

20. It is expressly understood and agreed that these covenants shall not be modified or waived and no exceptions shall be made thereto except with the consent of Royalwood Estates, Inc., or its successors or assigns designated in writing by document in recordable form executed on behalf of Royalwood Estates, Inc. by either Millard Seldin



# SOUTHWEST

A SUBDIVISION LOCATED IN A PART OF THE SOUTHWEST  
OF THE 6TH P.M. OF GLAS COUNTY, NEBRASKA.



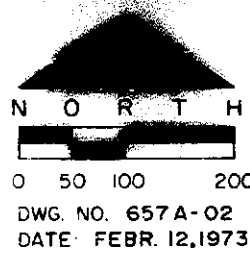
UNION PACIFIC RAILROAD

OMAHA INDUSTRIAL FOUNDATION

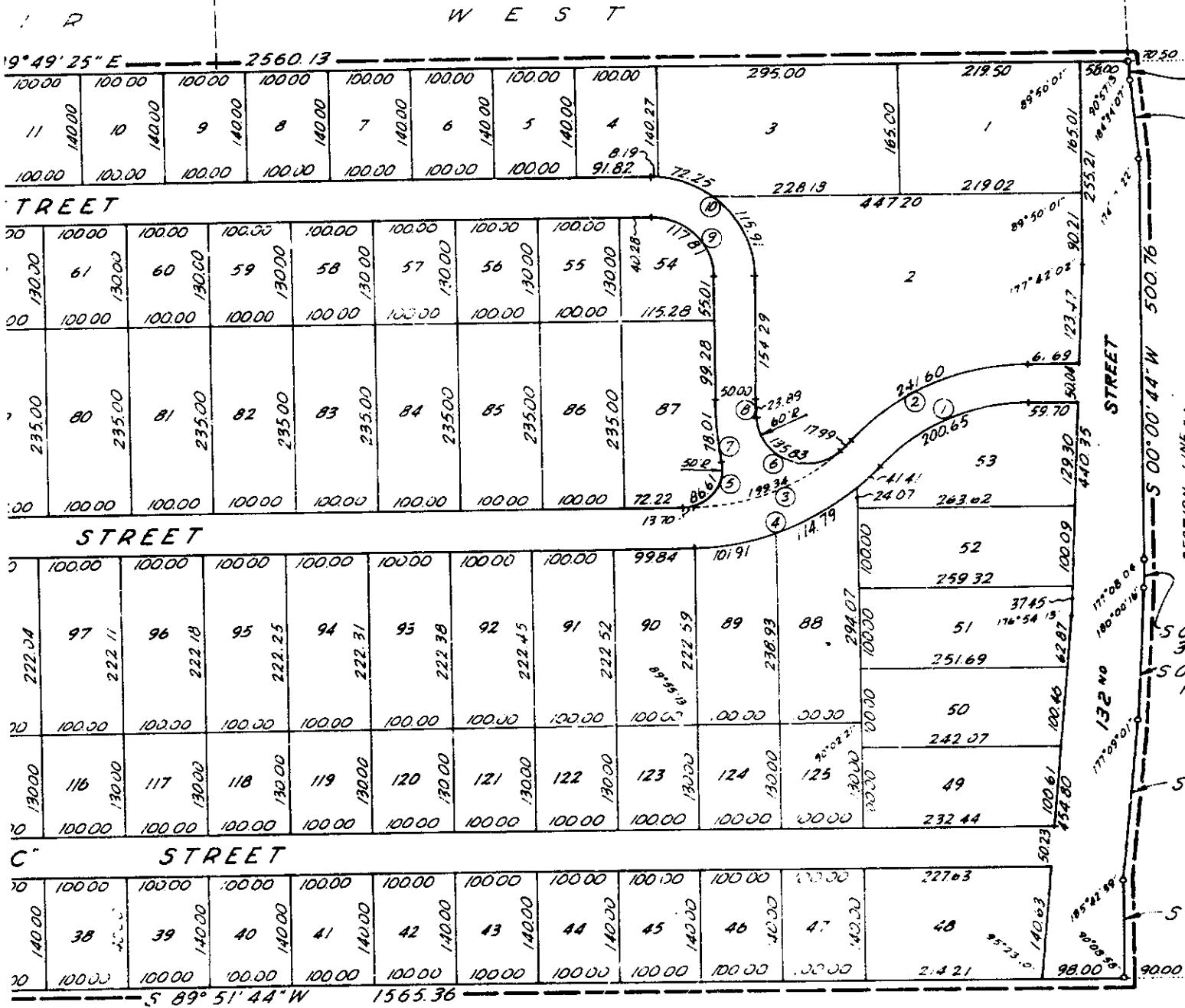
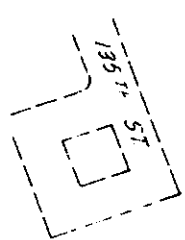
NO.	DELTA	T	R	B	E
1	46°55'29"	106.34	245.00	23,285.98	27,115.15
2	46°55'29"	128.04	295.00	19,422.26	41,115.15
3	46°44'14"	115.1	266.42	21,505.43	27,115.15
4	46°44'14"	136.7	316.42	12,107.24	27,115.15
5	95°15'17"	58.36	56.00	114.59	114.59
6	102°42'30"	127.82	60.00	45,493.17	114.59
7	65°16'12"	39.09	47.11	11,862.09	114.59
8	02°09'12"	11.95	433.02	12,011.80	114.59

APPROVED BY THE BOARD OF SUPERVISORS  
OF THE CITY OF OMAHA, NEBRASKA  
ON FEBRUARY 14, 1973  
BY: [Signature] ACTING CITY ENGINEER

# WEST PARK



THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 11 EAST  
 PASA.



INDUSTRIAL FOUNDATION

WEDNESDAY 14 DAY OF FEBRUARY

*Burt W. Dreda*  
 CITY ENGINEER

PASA CITY PLANNING BOARD ON THIS 14th DAY

ACKNOWLEDGMENT OF DEED  
 I, DANIEL J. WELLS  
 COUNTY OF DE WEAVER  
 STATE OF NEBRASKA  
 on this 13th day of February A.D. 1973, before me a Notary Public in and for the State of Nebraska, personally appeared DANIEL J. WELLS, known to me to be the individual who executed the foregoing instrument, and he acknowledged that he executed said instrument as his voluntary act and deed as such holder and as the voluntary act and deed of said corporation and the seal of said corporation was lawfully applied by his authority.

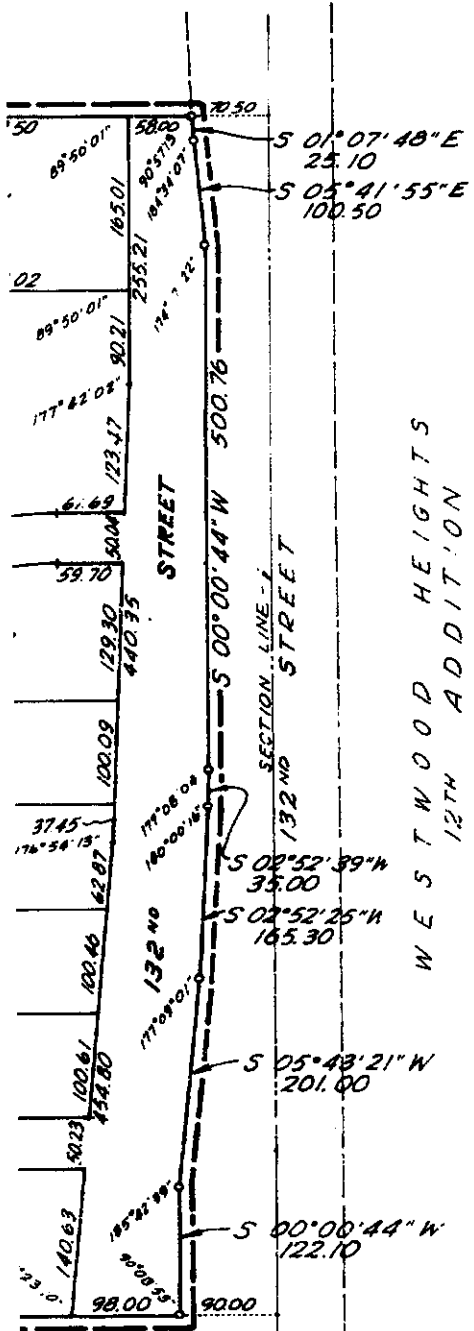
0 50 100 200  
 DWG. NO. 657 A-02  
 DATE: FEBR. 12, 1973

A PORTION HAS BEEN SET OFF TO THE CITY OF OMAHA, IOWA, FOR THE  
 AND STAKES. SAID SUBDIVISION IS KNOWN AS SOUTHWEST PARK AND IS LOCATED IN THE  
 QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY,  
 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 00°00'51" WEST ASSUMED BEARING  
 LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 661.63 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 09°49'25" EAST A DISTANCE 2560.13; THENCE NORTH 01°07'48" EAST A DISTANCE OF 25.10  
 FEET; THENCE SOUTH 05°41'55" EAST A DISTANCE OF 100.50 FEET; THENCE SOUTH 00°00'44" WEST A DISTANCE  
 OF 500.76 FEET; THENCE SOUTH 02°52'39" WEST A DISTANCE OF 35.00 FEET; THENCE SOUTH 02°52'25" WEST A  
 DISTANCE OF 165.30 FEET; THENCE SOUTH 05°43'21" WEST A DISTANCE OF 201.00 FEET; THENCE SOUTH 00°00'44"  
 WEST A DISTANCE OF 122.10 FEET; THENCE SOUTH 89°51'44" WEST ALONG THE NORTH RIGHT OF WAY OF THE UNION  
 PACIFIC RAILROAD A DISTANCE OF 1565.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A  
 3615.44 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 987.16 FEET; THENCE NORTH 00°00'51" EAST A  
 DISTANCE OF 1012.29 FEET TO THE POINT OF BEGINNING.

DATE: Feb. 13, 1973

*E. J. Graham*  
 LAND SURVEYOR U.S. 1300  
 NEBRASKA REGISTERED LAND SURVEYOR  
 NO. 114  
 EXPIRES 12-31-1976



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT INDUSTRIAL FIVE, A NEBRASKA CORPORATION, FRANKLIN P. ROGERS, PRESIDENT, AND LAND HOLDING CO., A NEBRASKA CORPORATION, ROGER D. HANEY, PRESIDENT AND SIDLES ENTERPRISES INC., A NEBRASKA CORPORATION, DANIEL J. MUMEN, JR., PRESIDENT, BEING SOLE OWNERS AND PROPRIETORS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT HAVE CAUSED SAID PLAT TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHWEST PARK 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 STREETS AND SEWER AND DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT. THE ABOVE OR FOREGOING SUBDIVISION IS A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF WE DO HEREUNTO SET OUR HANDS THIS 13<sup>TH</sup> DAY OF FEBR. A.D., 1973.

INDUSTRIAL FIVE                      LAND HOLDING CO.                      SIDLES ENTERPRISES INC.  
 BY: *Franklin P. Rogers*                      BY: *Roger D. Haney*                      BY: *Daniel J. Mumen, Jr.*  
 FRANKLIN P. ROGERS, PRESIDENT                      ROGER D. HANEY, PRESIDENT                      DANIEL J. MUMEN, JR., PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 COUNTY OF DOUGLAS ) SS  
 ON THIS 13<sup>TH</sup> DAY OF February A.D. 1973, BEFORE ME A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME FRANKLIN P. ROGERS, PRESIDENT OF INDUSTRIAL FIVE, A NEBRASKA CORPORATION; PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THAT HE EXECUTED SAID DEDICATION AS HIS VOLUNTARY ACT AND DEED AS SAID OFFICER AND AS THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, AND THE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY HIS AUTHORITY.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha, NEBRASKA, IN SAID COUNTY THE DATE LAST AFORESAID.

*Raymond R. Rockwood*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 24 DAY OF October 1976.

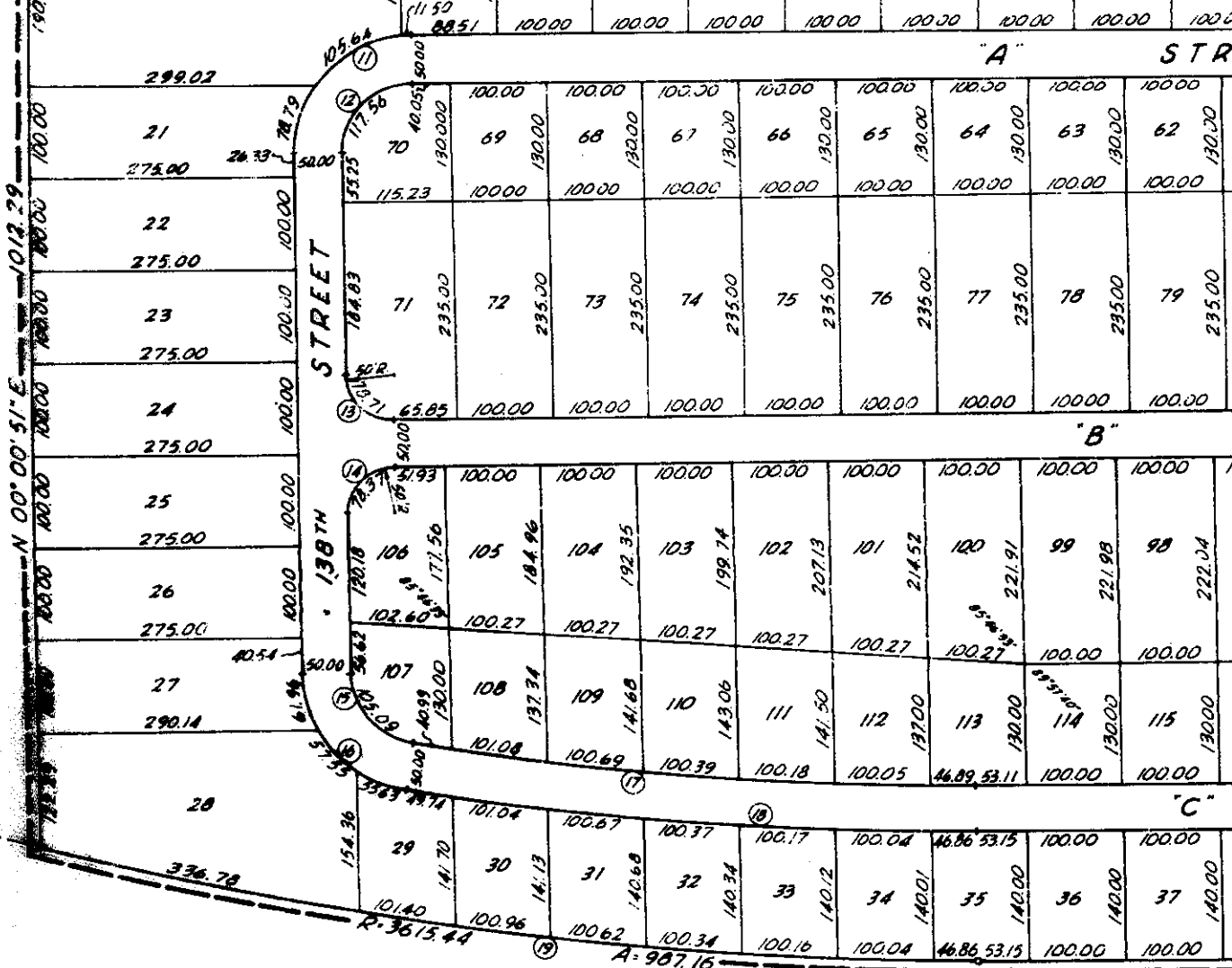
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 COUNTY OF DOUGLAS ) SS  
 ON THIS 13<sup>TH</sup> DAY OF February A.D. 1973, BEFORE ME A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME ROGER D. HANEY, PRESIDENT OF LAND HOLDING CO., A NEBRASKA CORPORATION, PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THAT HE EXECUTED SAID DEDICATION AS HIS VOLUNTARY ACT AND DEED AS SAID OFFICER AND AS THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, AND THE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY HIS AUTHORITY.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha, NEBRASKA, IN SAID COUNTY THE DATE LAST

ME A NOTARY PUBLIC DULY COMMISSIONED DANIEL J. MUMEN, JR., PRESIDENT OF TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED SAID DEDICATION AS HIS VOLUNTARY ACT AND DEED OF SAID CORPORATION, CITY

OMAHA INDUSTRIAL FOUNDATION



-UNION PACIFIC

OMAHA INDUSTRIAL FOUNDATION

CURVE DATA

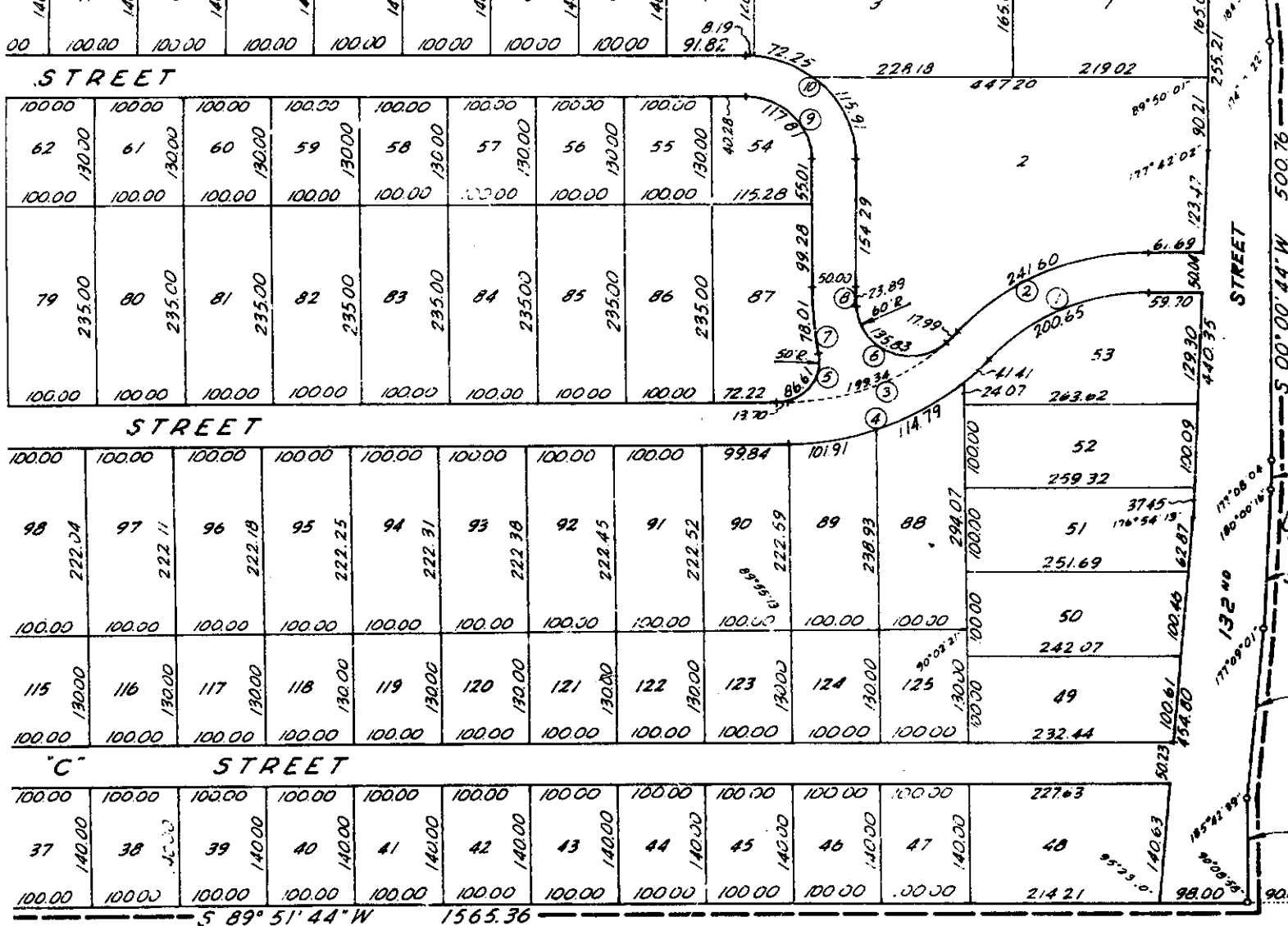
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46°55'29"	128.04	295.00	19.42226	241.60
46°55'29"	115.12	266.42	21.50543	217.33
46°55'29"	136.72	316.42	18.10724	258.11
46°55'29"	56.86	50.00	114.59156	86.61
46°55'29"	127.82	60.00	95.49317	135.83
46°55'29"	26.09	483.02	11.86209	78.01
46°55'29"	23.86	438.00	13.23189	23.89
46°55'29"	26.80	76.80	76.99497	117.81
46°55'29"	26.80	76.80	76.99497	117.81

APPROVAL OF OMAHA CITY ENGINEER:  
 I HEREBY APPROVE OF THIS PLAT OF SOUTHWEST PARK ON THE  
 19 73

APPROVAL OF OMAHA CITY PLANNING BOARD:  
 THIS PLAT OF SOUTHWEST PARK HAS APPROVED BY THE OMAHA  
 OF February A.D., 19 73

APPROVAL OF OMAHA CITY COUNCIL:  
 THIS PLAT OF SOUTHWEST PARK WAS APPROVED BY THE OMAHA





'FIC RAILROAD R. O. W -

INDUSTRIAL FOUNDATION

MADE ON THE 14 DAY OF FEB A.D.,

*Burt Whelan*  
ACTING CITY ENGINEER

THE OMAHA CITY PLANNING BOARD ON THIS 14<sup>TH</sup> DAY

*[Signature]*  
CHAIRMAN OMAHA CITY PLANNING BOARD

THE OMAHA CITY BOARD ON THIS DAY

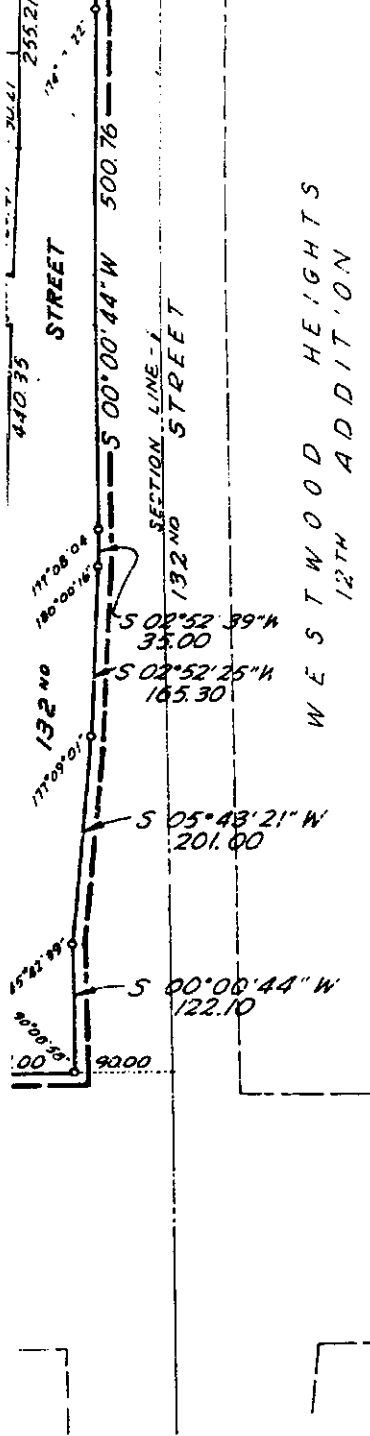
ACKNOWLEDGMENT BY NOTARY  
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

ON THIS 13<sup>TH</sup> DAY OF February A.D. 1973, BEFORE ME A NOTARY PUBLIC DULY  
AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME DANIEL J. MONEA, JR., P  
SIDLES ENTERPRISES INC., A NEBRASKA CORPORATION PERSONALLY KNOWN TO ME TO BE THE IDENT  
WHO EXECUTED THE FOREGOING OBLIGATION AND HE ACKNOWLEDGED THAT HE EXECUTED SAID OBLIGATION  
HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND AS THE VOLUNTARY ACT AND DEED OF SAID CO  
AND THE SEAL OF SAID CORPORATION WAS THEREBY AFFIXED BY HIS AUTHORITY.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha, NEBRASKA, IN SAID COUNTY T  
AFORESAID.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE DAY OF May, 1976



WESTWOOD HEIGHTS  
12TH ADDITION

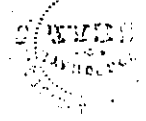
21

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT INDUSTRIAL FIVE, A NEBRASKA CORPORATION, FRANKLIN P. ROGERS, PRESIDENT, AND LAND HOLDING CO., A NEBRASKA CORPORATION, ROGER D. HANEY, PRESIDENT AND SIDLES ENTERPRISES INC., A NEBRASKA CORPORATION, DANIEL J. MONEN, JR., PRESIDENT, BEING SOLE OWNERS AND PROPRIETORS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT HAVE CAUSED SAID PLAT TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHWEST PARK 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 STREETS AND SEWER AND DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT. THE ABOVE OR FOREGOING SUBDIVISION IS A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 33 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF WE DO HERETO SET OUR HANDS THIS 13<sup>TH</sup> DAY OF FEBR. A.D., 1973.

INDUSTRIAL FIVE                      LAND HOLDING CO.                      SIDLES ENTERPRISES INC.  
BY: Franklin P. Rogers                      BY: Roger D. Haney                      BY: Daniel J. Monen, Jr.  
FRANKLIN P. ROGERS, PRESIDENT                      ROGER D. HANEY, PRESIDENT                      DANIEL J. MONEN, JR., PRESIDENT



ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
  ) SS  
COUNTY OF DOUGLAS )

ON THIS 13<sup>TH</sup> DAY OF February A.D. 1973, BEFORE ME A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME FRANKLIN P. ROGERS, PRESIDENT OF INDUSTRIAL FIVE, A NEBRASKA CORPORATION PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THAT HE EXECUTED SAID DEDICATION AS HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND AS THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, AND THE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY HIS AUTHORITY.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha NEBRASKA, IN SAID COUNTY THE DATE LAST AFORESAID.

Raymond R. Peterson  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 24 DAY OF October, 1976.

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
  ) SS  
COUNTY OF DOUGLAS )

ON THIS 13<sup>TH</sup> DAY OF February A.D. 1973, BEFORE ME A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME ROGER D. HANEY, PRESIDENT OF LAND HOLDING CO., A NEBRASKA CORPORATION PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THAT HE EXECUTED SAID DEDICATION AS HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND AS THE VOLUNTARY ACT AND DEED OF SAID CORPORATION, AND THE SEAL OF SAID CORPORATION WAS HERETO AFFIXED BY HIS AUTHORITY.

WITNESS MY HAND AND NOTARIAL SEAL AT Omaha NEBRASKA, IN SAID COUNTY THE DATE LAST AFORESAID.

Franklin P. Rogers

MY COMMISSION EXPIRES ON THE 24 DAY OF June, 1976.

Y PUBLIC DULY COMMISSIONED  
MONEN, JR., PRESIDENT OF  
BE THE IDENTICAL PERSON  
SAID DEDICATION AS  
ED OF SAID CORPORATION.  
SAID COUNTY THE DATE LAST