

80-7077

THIS INDENTURE, made this 7 day of May, 1973, between W. & G. Enterprises, Inc.; a Nebraska 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:

Several tracts of land lying in Lots 30, 31, 32, 33, 36, 37, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 160, 161, 175, 176, 177, 178, 190, 191, 192, 193, 194, 195, 196, 197, 202, 203, 236, 237, 238, 239, 240, 243, 244, 265, 266, 262, 263, 290, 291, 293, 297, 298, 299, 300, 303, and private drive, of Walnut Grove Addition, as now platted and recorded, a subdivision in Douglas County, Nebraska, being more particularly described as follows:

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lots Thirty (30), Thirty-one (31), and Thirty-two (32), said strip being the Southerly Five (5) feet of Lots 30, 31, and 32;

The East Twenty-nine and Seventeen One-hundredths (29.17) feet of the South Five (5) feet of Lot Thirty-three (33);

A strip of land Five (5) feet wide running along and parallel to the Southwesterly property line of Lot Thirty-six (36), said strip being the Southwesterly Five (5) feet of Lot 36;

A strip of land Five (5) feet wide running along and parallel to the Northeasterly property line of Lot Thirty-seven (37), said strip being the Northeasterly Five (5) feet of Lot 37;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lots One Hundred Forty-four (144), One Hundred Forty-five (145), One Hundred Forty-six (146), One Hundred Forty-seven (147), One Hundred Forty-eight (148), One Hundred Forty-nine (149), One Hundred Fifty (150), One Hundred Fifty-one (151), One Hundred Fifty-two (152), One Hundred Fifty-three (153), One Hundred Fifty-four (154), and One Hundred Fifty-five (155), said strip being the Southerly Five (5) feet of Lots 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, and 155;

The East Nine and Seventeen One-hundredths (9.17) feet of the South Five (5) feet of Lot One Hundred Fifty-six (156);

A strip of land Five (5) feet wide running along and parallel to the Southeasterly property line of Lot One Hundred Sixty (160), said strip being the Southeasterly Five (5) feet of Lot 160;

A strip of land Five (5) feet wide running along and parallel to the Northwesterly property line of Lot One Hundred Sixty-one (161), said strip being the Northwesterly Five (5) feet of Lot 161;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lots One Hundred Seventy-five (175), One Hundred Seventy-six (176), and One Hundred Seventy-seven (177), said strip being the Southerly Five (5) feet of Lots 175, 176, and 177;

The East Twenty-nine and Seventeen One-hundredths (29.17) feet of the South Five (5) feet of Lot One Hundred Seventy-eight (178);

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lots One Hundred Ninety (190), One Hundred Ninety-one (191), One Hundred Ninety-two (192), and One Hundred Ninety-three (193), said strip being the Southerly Five (5) feet of Lots 190, 191, 192, and 193;

A strip of land Five (5) feet wide running along and parallel to the Southwesterly property line of Lots One Hundred Ninety-four (194), One Hundred Ninety-five (195), and One Hundred Ninety-six (196), said strip being the Southwesterly Five (5) feet of Lots 194, 195, and 196;

The Southeasterly Twenty-nine and Seventeen One-hundredths (29.17) feet of the Southwesterly Five (5) feet of Lot One Hundred Ninety-seven (197);

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lot Two Hundred Two (202), said strip being the Southerly Five (5) feet of Lot 202;

A strip of land Five (5) feet wide running along and parallel to the Northerly property line of Lot Two Hundred Three (203), said strip being the Northerly Five (5) feet of Lot 203;

A strip of land Five (5) feet wide running along and parallel to the South property line of Lots Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238), said strip being the South Five (5) feet of Lots 236, 237, and 238;

A strip of land Five (5) feet wide running along and parallel to the Southeasterly property line of Lot Two Hundred Thirty-nine (239), said strip being the Southeasterly Five (5) feet of Lot 239;

The Easterly Twenty-two and Ninety One-hundredths (22.90) feet of the Southeasterly Five (5) feet of Lot Two Hundred Forty (240);

The Westerly Twenty-nine and Seventeen One-hundredths (29.17) feet of the Southeasterly Five (5) feet of Lot Two Hundred Forty-three (243);

A strip of land Five (5) feet wide running along and parallel to the Southeasterly property line of Lot Two Hundred Forty-four (244), said strip being the Southeasterly Five (5) feet of Lot 244;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lots Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266), said strip being the Southerly Five (5) feet of Lots 265 and 266;

A strip of land Five (5) feet wide running along and parallel to the Easterly property line of Lot Two Hundred Eighty-two (282), said strip being the Easterly Five (5) feet of Lot 282;

A strip of land Five (5) feet wide running along and parallel to the Easterly property line of Lot Two Hundred Eighty-three (283), said strip being the Easterly Five (5) feet of the Northerly Fourteen and Seventeen One-hundredths (14.17) feet of Lot 283;

A strip of land lying in Lot Two Hundred Ninety (290), said strip being Five (5) feet wide running along and parallel to the Westerly right-of-way line of 146th Circle and extending Southerly from the Southerly right-of-way line of "N" Street a distance of Twenty-seven and Ninety-three One-hundredths (27.93) feet;

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-one (291) running along and parallel to the Northerly right-of-way line of Weir Circle, said strip extending from the Southwesterly property line of Lot Two Hundred Forty-four (244) to the North-easterly right-of-way line of Walnut Grove Drive;

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-one (291), running along and parallel to the Northerly property line of the private drive which extends East from Weir Circle to Lot Three Hundred Three (303), said strip extending from the East property line of Lot Two Hundred Thirty-nine (239) to the West property line of Lot Two Hundred Thirty-eight (238);

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-one (291), running along and parallel to the Northerly property line of the private drive which extends East from Weir Circle to Lot Three Hundred Three (303), said strip extending from the East property line of Lot Two Hundred Thirty-six (236) to the West property line of Lot Three Hundred Three (303);

A strip of land Twenty (20) feet wide extending from the East end of Weir Circle to the West property line of Lot Three Hundred Three (303), said strip being that part of Walnut Grove platted as a Twenty (20) foot private drive.

Beginning at the Southeast corner of Lot Eighty-two (82), thence South along a line perpendicular to the South property line of Lot Two Hundred Ninety-three (293) a distance of Seventy-one (71) feet, more or less, to a point on the South property line of Lot Two Hundred Ninety-three (293), thence West on the South property line of Lot Two Hundred Ninety-three (293) a distance of Sixty-nine (69) feet, more or less, to the Southwest corner of Lot Two Hundred Ninety-three (293), thence North along the West property line of Lot Two Hundred Ninety-three (293) a distance of Sixteen and Fifty-four One-hundredths (16.54) feet to the Southeast corner of Lot Eighty-one (81), thence Northeasterly along the Easterly property line of Lot Eighty-one (81) a distance of Seventy (70) feet to the Northeast corner of Lot Eighty-one (81), thence South-easterly Fifty (50) feet along the Southerly property line of Lot Eighty-two (82) to the point of beginning, all in Lot Two Hundred Ninety-three (293);

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-three (293), running along and parallel to the Northerly right-of-way line of Weir Street, said strip extending from the East property line of Lot One Hundred Two (102) to the West property line of Lot One Hundred One (101);

Beginning at the Northeast corner of Lot Nineteen (19), thence on a line perpendicular to the North property line of Lot Two Hundred Ninety-seven (297) a distance of Forty-two (42) feet, more or less, to a point on the North property line of Lot Two Hundred Ninety-seven (297), thence East along the North property line of Lot Two Hundred Ninety-seven (297) a distance of Eighty-three (83) feet, more or less, to the Southwest corner of Lot One (1), Block Nine (9), Englewood Addition, thence Southerly on a straight line to the Northeast corner of Lot Eighteen (18) a distance of Thirty (30) feet, more or less, thence Westerly on the Northerly property line of Lot Eighteen (18) a distance of Fifty-nine and Seventy-five One-hundredths (59.75) feet to the Northwest corner of Lot Eighteen (18), thence Southerly along the Westerly property line of Lot Eighteen (18) a distance of Eighty (80) feet to the Southwest corner of Lot Eighteen (18), thence West along the North right-of-way line of "N" Street a distance of Thirty-two and Fifty-one One-hundredths (32.51) feet to the Southeast corner of Lot Nineteen (19), thence Northerly along the Easterly property line of Lot Nineteen (19) a distance of Eighty (80) feet to the point of beginning, all in Lot Two Hundred Ninety-seven (297);

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-seven (297), running along and parallel to the Northerly right-of-way line of "N" Street, said strip extending from the Easterly property line of Lot Thirty (30) to the Westerly right-of-way of 149th Street;

Beginning at the Northwest corner of Lot Thirty-six (36), thence South along the West property line of Lot Thirty-six (36) a distance of Seventy (70) feet, thence West along the North property line of Lot Thirty-seven (37) a distance of Fifty-five (55) feet to the Northwest corner of Lot Thirty-seven (37), thence continuing West a distance of Nineteen and Forty-two One-hundredths (19.42) feet to the West property line of Lot Two Hundred Ninety-seven (297), thence North along the West property line of Lot Two Hundred Ninety-seven (297) a distance of Ninety and One One-hundredth (90.01) feet to the Northwest corner of Lot Two Hundred Ninety-seven (297), thence Southeasterly along a straight line a distance of Seventy-seven (77) feet, more or less, to the point of beginning, all in Lot Two Hundred Ninety-seven (297);

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-eight (298), running along and parallel to the North right-of-way line of Orchard Circle, said strip extending from the West property line of Lot One Hundred Fifty (150) to the East property line of Lot One Hundred Fifty-one (151);

A strip of land Five (5) feet wide lying in Lot Two Hundred Ninety-nine (299), running along and parallel to the Northerly right-of-way line of Walnut Grove Drive, said strip extending from the Westerly property line of Lot One Hundred Ninety-four (194) to the Easterly property line of Lot One Hundred Ninety-five (195);

Beginning at the West corner of Lot Two Hundred Two (202), thence Northeasterly along a straight line a distance of One Hundred Forty (140) feet, more or less, to the Southwest corner of Lot One Hundred Sixty-one (161), thence North along the West property line of Lot One Hundred Sixty-one (161) a distance of Seventy (70) feet to the Southeast corner of Lot One Hundred Sixty (160), thence West along the South property line of Lot One Hundred Sixty (160) a distance of Fifty-five (55) feet to the Southwest corner of Lot One Hundred Sixty (160), thence Southwesterly along a straight line a distance of One Hundred Thirty-three (133) feet, more or less, to the Southeast corner of Lot One Hundred Twenty (120), thence West along the South property line of Lot One Hundred Twenty (120) a distance of Eighty (80) feet to the Southwest corner of Lot One Hundred Twenty (120), thence South along the West property line of Lot Two Hundred Ninety-Nine (299) a distance of Twenty-five (25) feet to the Northwest corner of Lot One Hundred Nineteen (119), thence East along the North property line of Lot One Hundred Nineteen (119), a distance of Eighty (80) feet to the Northeast corner of Lot One Hundred Nineteen (119), thence South along the East property line of Lot One Hundred Nineteen (119) a distance of Sixty (60) feet to the Southeast corner of Lot One Hundred Nineteen (119), thence Easterly along a straight line a distance of Fifty-five and Ninety-four One-hundredths (55.94) feet to the point of beginning, all in Lot Two Hundred Ninety-nine (299);

Beginning at the Northeast corner of Lot One Hundred Eighteen (118), thence Southerly along the East property line of Lot One Hundred Eighteen (118) a distance of Fifty-eight and Forty-one One-hundredths (58.41) feet to the Southeast corner of Lot One Hundred Eighteen (118), thence Southeasterly along a straight line a distance of Forty-three (43) feet, more or less, to the West corner of Lot Two Hundred Three (203), thence Northeasterly along the Northwest property line of Lot Two Hundred Three (203) a distance of Seventy (70) feet to the Northwest corner of Lot Two Hundred Three (203), thence Northwesterly along the Southwest property line of Lot Two Hundred Two (202) a distance of Fifty-five (55) feet to the West corner of Lot Two Hundred Two (202), thence West along the North property line of Lot Three Hundred (300) a distance of Fifty-five and Ninety-four One-hundredths (55.94) feet to the point of beginning, all in Lot Three Hundred (300);

The North Twenty-five (25) feet of the South Seventy and Fifty-four One-hundredths (70.54) feet of Lot Three Hundred Three (303);

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 tracts of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

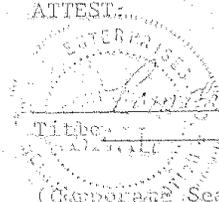
2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of 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.

W. & G. ENTERPRISES, INC., Grantor

ATTEST:



By Arthur E. Anderson
Title Chairman - President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came _____, to me personally known to be the _____ of W. & G. Enterprises, Inc., a Nebraska 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 on the day and year last above written.



BARBARA D. BELL
GENERAL NOTARY - State of Neb
My Commission Expires
October 10, 1976

Notary Public

My commission expires the 10 day of Oct, 1976.

EXHIBIT "A"

The following parcels of real estate located in Douglas County, Nebraska, referred to as "Lots" in the Declaration, constitute the real estate subject to said Declaration:

Lots 1 through 254, inclusive, and Lots 267 through 289, inclusive, Walnut Grove, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded;

and

Lots 1 through 5, inclusive, Walnut Grove Replat, a Subdivision in Douglas County, Nebraska, as surveyed, replatted and recorded.



1200 078 MISC



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 FEE 161.00 R FB 64-40570
 DEL 25 C/O) COMP 64-40571
 LEGAL PG SCAN FV

RECEIVED

JAN 29 3 17 PM '97

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Rush

**SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENT to the Declaration of Covenants, Conditions and Restrictions is made this 23rd day of JANUARY, 1997 by the WALNUT GROVE HOMEOWNERS ASSOCIATION, a Nebraska nonprofit corporation (the "Association").

WITNESETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated February 7, 1974 was recorded on February 8, 1974 in Book 532 at Page 339 of the Miscellaneous Records of the Register of Deeds, Douglas County (the "Covenants") against the real property described in Exhibit "A" attached hereto (the "Property"), and

WHEREAS, the association is a Nebraska nonprofit corporation organized to exercise certain functions set forth in the Covenants, and

WHEREAS, Sanitary & Improvement District No. 249 of Douglas County, Nebraska ("SID 249"), which is referred to in the Covenants, has been annexed by the City of Omaha effective October 1, 1996, and

WHEREAS, the Association desires to file this Supplement to the Covenants against the Property so that the Covenants reflect such annexation, and

NOW, THEREFORE, the Association hereby supplements the Covenants as follows:

That effective October 1, 1996 the City of Omaha annexed SID 249, and as a result, SID 249 has ceased to exist and the City of Omaha has succeeded to and is now the owner of the Common Properties described in Article I, Section 3 of the Covenants and all other property, interests and contract rights and obligations previously held by SID 249. All references in the Covenants to SID 249 shall now refer to the City of Omaha as a result of such annexation.

DATED this 23rd day of JANUARY, 1997.

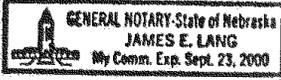
WALNUT GROVE HOMEOWNERS
ASSOCIATION, a Nebraska nonprofit
corporation

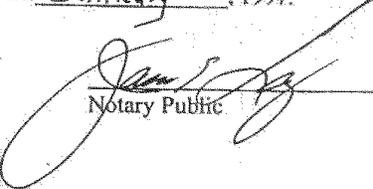
Jame E. Lang
11306 Davenport
Omaha, Neb 68154

By: 
Its President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing document was executed before me by David Menn,
the President of the Walnut Grove Homeowners Association, a Nebraska nonprofit corporation, on
behalf of such corporation on this 2nd day of January, 1997.




Notary Public

F:\AGREES\REAL\DEVELOP\WALNUT.COV

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS