

DECLARATION
OF
RESTRICTIVE AND PROTECTIVE COVENANTS

THIS DECLARATION is made on the date last hereinafter written by THOMAS L. FINDLEY and MARLENE E. FINDLEY, husband and wife, Trustees, hereinafter referred to as "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain property situated in Douglas County, Nebraska, more particularly described as follows, to-wit:

Lots 862, 863, 864 and 867 and including the North 1/2 of the vacated alley adjoining on the South and the West 1/2 of the vacated alley adjoining on the East, and additionally, Lots 976, 975, 974, 973, 972, 971 and the East 10 feet of Lot 970 and including the South 1/2 of the vacated alley adjoining on the North and the West 1/2 of the vacated alley adjoining on the East, all of said property being located in Morningside Addition to the City of Omaha, as surveyed, platted and recorded in Douglas, County, Nebraska.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be known as the TREEHOUSE, and held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, assigns and grantees, and shall inure to the benefit of each owner thereof.

whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Community Space" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The community space to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that part of Lots 862, 863, 864, 970, 971, 972, 973, 974, 975 and 976 along with that part of the vacated alleys adjacent to said Lots, all of said property being located in Morningside Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Commencing at the NW corner of said Lot 864; thence South (Assumed Bearing) along the West line of said Lot 864 a distance of 112 feet to the Point of Beginning; thence East a distance of 35.33 feet; thence North a distance of 11 feet; thence East a distance of 22 feet; thence North a distance of 101 feet to a point on the North line of said Lot 863; thence East along the North line of said Lot 863 a distance of 19.43 feet; thence South a distance of 108 feet; thence East a distance of 23 feet; thence South a distance of 31 feet; thence East a distance of 27.33 feet to a point on the centerline of the vacated alley; thence South a distance of 4.91 feet; thence East a distance of 38 feet; thence South a distance of 15 feet; thence West a distance of 27 feet; thence South a distance of 119 feet to a point on the Northerly right-of-way line of Western Avenue; thence West along said right-of-way line a distance of 65.42 feet; thence North a distance of 36.91 feet; thence East a distance of 41 feet; thence North a distance of 55 feet; thence East a distance of 8 feet; thence North a distance of 10 feet; thence West a distance of 5 feet; thence North a distance of 32 feet; thence West a distance of 32 feet; thence South a distance of 20 feet; thence West a distance of 12 feet; thence South a distance of 11.91 feet; thence West a distance of 34 feet; thence North a distance of 26 feet; thence West a distance of 92.7 feet; thence North a distance of 10.63 feet; thence East a distance of 130 feet; thence North a dis-

Section 6. "Design Committee" shall mean and refer to the committee for control and those members as designated in accordance with the By-Laws of the Association.

Section 7. "Treehouse Design Criteria document" shall mean and refer to that document in effect, from time to time, setting forth the design criteria as developed by the Design Committee.

ARTICLE II.

PROPERTY RIGHTS

Every owner shall have a right and easement of enjoyment in and to the community space which shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of the community space to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the members has been recorded.

Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the community space and facilities to the members of his family or his tenants who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Every lot shall be entitled to one vote.

ARTICLE IV.

and other related costs, will be charged to each owner.

All expenses or capital improvements common to the properties and community space will be borne equally by the owners of each lot, and the assessments therefor shall be determined by the Association as described in the By-Laws of the Association.

The monthly and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the community space and exterior maintenance, as more specifically set forth in these "Restrictive and Protective Covenants", as well as for such other purposes common to the properties, including defense of lawsuits and enforcement of these "Restrictive and Protective Covenants" and the Articles of Incorporation and By-Laws of the Association.

The Declarants, for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) the monthly or regular assessments or charges made by the Association, and (2) the special assessments or charges for capital improvements and expenses for common purposes which are made by the Association.

The monthly or regular and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due.

Any assessment not paid within fifteen (15) days after receipt shall bear simple interest at the rate of nine percent (9%) per annum

his lot.

The lien of the assessments provided for herein shall be subordinate to any lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

ARTICLE V.

RESIDENTIAL USE - SINGLE FAMILY

All lots shall be used exclusively for single family purposes, and for accessory structures incidental to residential use.

The community space shall serve solely as support space to the lots, and thus shall provide vehicular access, guest parking, and recreation spaces.

ARTICLE VI.

ARCHITECTURAL DESIGN

All homes in the TREEHOUSE shall be the product of a close architectural design relationship between each owner and a designer approved by the Design Committee. Owner participation in the design of his own living unit is integral to the whole TREEHOUSE concept and it is the responsibility of the designers involved to create a home responsive to the owner's needs and personality, and within his budget limits. A reasonable, pre-arranged hourly fee will be charged for time spent by or for the Design Committee in preparing the necessary design and construction documents for each new home, and for time spent in construction bidding and site supervision necessary during construction.

Each owner will have the option of assuming the majority of the responsibility for construction supervision of his own unit, thereby minimizing some of the costs.

ARTICLE VII.

IMPROVEMENTS AND ALTERATIONS

No improvement structural addition or alteration shall be made to any lot without the approval of the Design Committee.

within fifteen (15) days after submission to it of final plans and specifications, either approve or disapprove of the plans and specifications for building. Written approval shall be made by the issuance of a "certificate of approval" or in the event of disapproval, a written statement of specific grounds for disapproval shall be made. Final plans and specifications may be resubmitted if they are disapproved. Disapproval, and the time wasted by such, can be avoided by close consultation with members of the Design Committee during formation of the property improvement idea.

Before final approval is given by the Design Committee, a specific completion date for the proposed property improvement must also be incorporated by the owner in his construction document package.

ARTICLE VIII.

MAINTENANCE

The land contained within each lot and all improvements on said lot shall at all times be maintained by the owner (owner can delegate to a lessee) in good condition and repair. Whether or not a living unit is in "good condition and repair" will be determined by a majority vote of the Association after a visit by the voting members to the site of the unit being considered.

Failure to comply with the individual maintenance obligations will generate action by the Association against the party remiss in his or her maintenance obligations.

If after sixty (60) days from the date of written warning from the Association in the case of fixed construction maintenance needs on a lot, or after fifteen (15) days in the case of living landscape maintenance needs on such lot, the owner has not taken corrective action, the Association can hire such maintenance to be done, and then specially assess the property owner immediately thereafter.

ARTICLE IX.CONFLICTS OF USE

No commercial activity of any kind shall be permitted nor shall any continuing annoyance or nuisance be permitted. Definition of a "commercial activity" and continuing "annoyance" or "nuisance" shall be left to a majority vote of members of the Association.

Once the Association determines that an annoyance or nuisance exists, it shall notify the property owners, who shall cause the annoyance or nuisance to abate, immediately. Failure to abate the annoyance or nuisance shall subject the property owner to a fine of \$100.00, plus liability for any additional consequential damages which are caused. Failure to pay said fine within fifteen (15) days after receipt by the owner, shall subject the owner to a lawsuit therefor, or the fine can be specially assessed. Such assessment shall be the personal obligation of the owner of the lot, and a lien against the lot and subject to such legal action and subordination, as specified above in Article IV.

Nothing contained herein shall be construed to in any way limit the Association, or any of its members, jointly or severally, or any other persons, from any legal rights or remedies otherwise provided by law.

ARTICLE X.SPECIAL USE

Due to the common ownership of the community space, and for the convenience of all, gatherings of 25 people or more within the community space shall be pre-arranged with and approved by the Association, or its designated representative.

ARTICLE XI.RESALE OR RENTAL

other occupant or tenant, he shall first inform the Association of his desire.

All tenants or other occupants shall be required to sign a document acknowledging receipt of a copy of these "Restrictive and Protective Covenants", and further acknowledging that they have read all said covenants, understand them, and that they agree to be bound by all of the rights and liabilities of them.

The Association shall have and retain at all times the right to bring eviction of a tenant or other occupant of a living unit, (other than the owner thereof), for cause, as set forth in these "Restrictive and Protective Covenants"; however, the Association shall adhere to all procedural requirements set forth herein, and shall in no event institute eviction proceedings for a period of thirty (30) days after the original notice to the tenant or occupant of the cause therefor.

For all purposes, notice to the tenant or occupant shall be notice to the owner of such living unit. For all purposes, the acts or failures to act of any tenant or occupant shall be considered that of the owner of the living unit.

When any conveyance is contemplated by the owner of any interest in any lot, whether by gift, sale upon contract or otherwise, or any other method of transfer (excepting conveyances to such owners' spouse or child or any several of them, and conveyances intended as security for the performance of an obligation), first rights to purchase such interest shall be first given to the following, in the order stated: (1) the TREEHOUSE ASSOCIATION, a partnership consisting of THOMAS L. FINDLEY, K. SCOTT FINDLEY, GARY TASICH, POLLY R. SAVAGE, and GARY BOWEN, or its successors or assigns; and (2) the Association. If consent to a sale cannot be agreed to by all interested parties as specified in

tified United States mail, postage prepaid, return receipt requested, addressed to the address of the TREEHOUSE ASSOCIATION on file with the Secretary of the Association, and to the President of the Association, addressed to the address of the President on file with the Secretary of the Association. Either or both of these notices can be personally delivered, but a receipt therefor shall be obtained.

- (2) The TREEHOUSE ASSOCIATION shall have ten (10) days after the date of receipt of said notice in which to exercise its first right of refusal. The TREEHOUSE ASSOCIATION shall send notice of its decision to the owner of the lot, addressed to the return address specified in the original notice received, and to the President of the Association, addressed to his or her address on file with the Secretary of the Association. Such notice must be sent by certified United States mail, postage prepaid, return receipt requested, or personally delivered and a receipt for such delivery obtained.
- (3) In the event said owner and the President of the Association do not receive actual notice of such decision by midnight of the tenth day following the date of receipt of notice by the TREEHOUSE ASSOCIATION, then for all intents and purposes, all interested parties may proceed as if the TREEHOUSE ASSOCIATION waived such first right of refusal.
- (4) Upon receipt by the President of the Association of actual notice of the waiver or election by the TREEHOUSE ASSOCIATION not to exercise its first right of refusal, the Association shall next have four (4) days after the date of receipt

such decision by midnight of the fourth day following the date of receipt of such actual notice by the Association of such waiver or election by the TREEHOUSE ASSOCIATION not to exercise its first right of refusal, then, for all intents and purposes, all interested parties may proceed as if the Association waived its next right of refusal.

- (5) It shall not be necessary for any bona fide purchaser relying upon the compliance with the foregoing procedures to inquire into or obtain waivers from the individual TREEHOUSE ASSOCIATION partners, nor the members or directors or officers of the Association, and written notice of the waiver or election not to exercise such first and next rights of refusal by the TREEHOUSE ASSOCIATION and Association, respectively, or the passage of fourteen (14) days next after the date upon which such original notice was sent by the owner, whichever shall first occur, shall for all intents and purposes fully protect any bona fide purchaser, without actual notice of any defect in these procedures.

ARTICLE XII.

FENCES, SHEDS, LEISURE TIME STRUCTURES AND OTHER OUT BUILDINGS

All construction on the individual owners' lots must be reviewed and approved by the Design Committee.

No out-structure erected on a lot shall at any time be used as a residence, either temporarily or permanently.

ARTICLE XIII.

TRAILERS, BOATS AND CAMPERS

The keeping of a trailer, truck, camper, or boat is permitted only

floor space by the keeping of such large items on the property, and a better solution would be to find parking space for such vehicles on other properties in the city, or elsewhere. No such vehicle parked on said real estate shall at any time be used as a residence, either temporarily or permanently. Occasional guest visitors in truck campers or trailers could be accommodated for a short period of time on TREE-HOUSE community space, if approved by the Association.

ARTICLE XIV.

VEHICLE REPAIR AND EXTERIOR HOBBIES OR CRAFTS

No trailer, vehicle, boat, or handicraft shall be constructed or repaired if such work is visible from neighboring property, or if offensive sounds penetrate into neighboring living units.

ARTICLE XV.

GARBAGE

All garbage and trash shall be kept in covered containers so located that they are not visible from neighboring property. Screening devices are encouraged and must be reviewed by the Design Committee.

ARTICLE XVI.

CLOTHES DRYING

Outside clothes drying facilities shall be located only in fenced service yards so as not to be visible from neighboring property.

ARTICLE XVII.

SERVICE YARD

Each residence shall contain a fenced service yard enclosing all above ground garbage and trash containers, clothes lines, maintenance, and other service facilities.

ARTICLE XVIII.

PERSONAL PROPERTY SET IN YARD

Any items of personal property set within a private lot shall

screened so that no harmful visual or noise problems are created. The Design Committee must review and approve the location and the proposed screening methods for any and all exterior mechanical equipment.

ARTICLE XX.

PLANT WASTE

The maintenance of waste plant materials is permitted only in established compost piles adequately screened from neighboring views.

ARTICLE XXI.

PETS AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on the community space, except a reasonable number of dogs and cats or other household pets and the same shall not be kept, bred, or maintained for any commercial purpose.

Any household animal kept outside of a living unit must be screened from neighboring properties. Since animals can be the source of unpleasant sounds, smells, and views, it will be left to the authority of the Association to establish a "reasonable number" of pets allowed per living unit, and to enforce compliance of any action necessary to correct violations of the previously mentioned annoyances of sight, sound and smell.

ARTICLE XXII.

TREES

No living trees over four inches (4") in diameter may be removed without the permission of the Design Committee except those trees which are necessary for the construction of a residential building, in which case approval shall be deemed to have been granted as a result of the individual home design and certificate of approval given by the Design Committee.

ARTICLE XXIII.

ARTICLE XXIV.PARKING

At least two (2) automobile parking spaces shall be provided on each residential lot. At least one of these parking spaces must be provided in the form of a fully enclosed garage attached directly to the house. Any other permanent vehicle parked on the property must be screened from the view of neighboring owners and from the community space. Under certain conditions, overflow guest parking will be allowed in certain areas of the community space. For a large group occasion, such as a scheduled party, it may be possible to arrange to use the open "green lot" located on the northwest corner of the properties for the parking of guest cars. This must be arranged with and approved by the Association prior to the event. At no time shall the through-flow of vehicles to garage doors or to the entry streets be blocked by parked vehicles.

ARTICLE XXV.PROPERTY ACCESS

The record titleholder, from time to time, of the community space shall construct and maintain roadways (including snow removal) in, over, upon and through certain portions of the community space, as designated as roadways by the Association, from time to time. The purpose of such roadways is to provide unobstructed ingress and egress from each improved lot to any street or highway adjoining the TREEHOUSE.

Every owner shall have a perpetual non-exclusive right and easement for vehicular and pedestrian ingress and egress to and from their lot and any street or highway adjoining the TREEHOUSE in, over, upon and through the community space; provided, however, the Association, from time to time, shall have the right to designate portions of the

the property, or his invitees, or any several of them.

ARTICLE XXVI.

UTILITIES

Public utilities of water, sewer, electricity and gas are available in the area and will be utilized by all living units. All utilities up to each home will be located underground.

ARTICLE XXVII.

EXTERIOR LIGHTING

The light source of any exterior lighting fixture shall be screened from neighboring properties and of a low-intensity incandescent variety. All exterior light fixture types and locations must be approved by the Design Committee.

ARTICLE XXVIII.

ANTENNAS

There shall be no antenna installed which is visible from neighboring property.

ARTICLE XXIX.

BREACH OF THE COVENANTS

Violations of these covenants may be charged by either the Design Committee or the Association. In the event a charge is made, the owner (or his agent in the case of a tenant or other occupant) shall be given written notice of the violation. If the violation is a construction or construction maintenance violation, the owner shall have sixty (60) days to remedy the defect. If the violation is a living landscape maintenance need, the owner shall have fifteen (15) days to remedy the problem. These specific sixty (60) and fifteen (15) day periods of correction shall only apply to defects having to do with fences, construction, improvements, buildings, and house or yard

and conclusive as to the nature or type of the defect, and the appropriate period to remedy the defect. If, in the sole determination of the Association, the owner is not remedying the defect in an appropriate way and time, the Association is hereby authorized to take any action, at law or equity, necessary, which action can include injunctive relief and damages, and the actual out-of-pocket costs, including reasonable attorney's fees, for all such actions shall be the personal obligation of, and borne and paid by the owner, and may be specially assessed by the Association, and will thereafter constitute a lien against the lot and subject to such legal action and subordination as specified above in Article IV.

Nothing in this Article XXIX. shall be construed to limit, in any way, any legal rights or remedies otherwise granted by these "Restrictive and Protective Covenants" or otherwise available at law, to any person, or other entity.

Failure of the Design Committee, or the Association, or any other individual or entity to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so, thereafter.

ARTICLE XXX.

THE COVENANT PERIOD

These covenants shall run with the land and be binding upon all persons affected for a period of twenty (20) years from the date hereof. At the expiration of such period they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the lots, executed and recorded in the manner provided by law.

ARTICLE XXXII.

OBLIGATION

Nothing contained herein shall in any way be construed as imposing on any person any liability, obligation or requirement for enforcement thereof.

ARTICLE XXXIII.

AMENDMENT OF COVENANTS

These "Restrictive and Protective Covenants" may, from time to time, be altered, waived, amended, supplemented or revoked by a two-thirds (2/3) vote of the members of the Association.

ARTICLE XXXIV.

MASCULINE TO INCLUDE THE FEMININE
SINGULAR TO INCLUDE THE PLURAL

Whenever the masculine noun or pronoun is used herein, it is to be interpreted to include the feminine or neuter, and vice versa, if necessary to effectuate the provisions of this instrument, and whenever a singular noun or pronoun is used, it is to be considered as including the plural, and vice versa, if necessary to effectuate and give reasonable interpretation to the provisions of this instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument at Omaha, Nebraska, this 21 day of August, 1977.

Thomas L. Findley
THOMAS L. FINDLEY, Trustee

Marlene E. Findley
MARLENE E. FINDLEY, Trustee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, a notary public qualified for said county, personally came THOMAS L. FINDLEY and MARLENE E. FINDLEY, husband and wife, Trustees, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 25 day of JANUARY, 1978, between William S. Latta, Helen Latta, Gary R. Bowen, Elizabeth A. Bowen, K. Scott Findley, Thomas L. Findley, Polly Savage, Gary Tasich, ~~XXXXXXXXXXXXXXXXXXXX~~ hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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 gas and water and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

A tract of land lying in Lots Nine Hundred Seventy (970), Nine Hundred Seventy-one (971), Nine Hundred Seventy-two (972), Nine Hundred Seventy-three (973), Nine Hundred Seventy-four (974), Nine Hundred Seventy-five (975), and Nine Hundred Seventy-six (976) of Morningside Addition, as platted and recorded, in Douglas County, Nebraska, said tract being more particularly described as follows:

Starting at the Southeast corner of Lot Nine Hundred Seventy (970) of Morning side Addition; thence North 90°00'00" West (assumed bearing) along the South line of Lot Nine Hundred Seventy (970) a distance of Ten (10) feet; thence North 00°00'00" West a distance of Thirty (30) feet to the point of beginning; thence continuing North 00°00'00" West a distance of Ten (10) feet; thence South 90°00'00" East a distance of Two Hundred Nineteen and Twelve Hundredths (219.12) feet; thence South 00°00'00" East a distance of Ten (10) feet; thence North 90°00'00" West a distance of One Hundred Sixty-six and Twelve Hundredths (166.12) feet; thence South 00°00'00" East a distance of Thirty (30) feet; thence North 90°00'00" West a distance of Ten (10) feet; thence North 00°00'00" West a distance of Thirty (30) feet; thence North 90°00'00" West a distance of Forty-three (43) feet to the point of beginning.

Said tract contains Fifty-seven Thousandths (0.057) 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.

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 25th day of January, 1978, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came K. Scott Findley, 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.

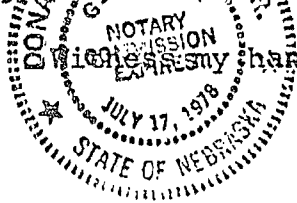


Witness my hand and Notarial Seal the day and year last above written.

Donald C. Hordge
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 25th day of January, 1978, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Thomas W. Findley, 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.

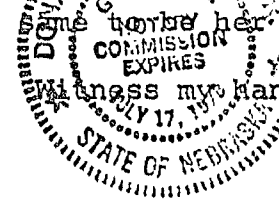


Witness my hand and Notarial Seal the day and year last above written.

Donald C. Hordge
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 26th day of January, 1978, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Polly Savage, 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 her voluntary act and deed.



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

Donald C. Hordge
Notary Public

STATE OF NEBRASKA)
) ss

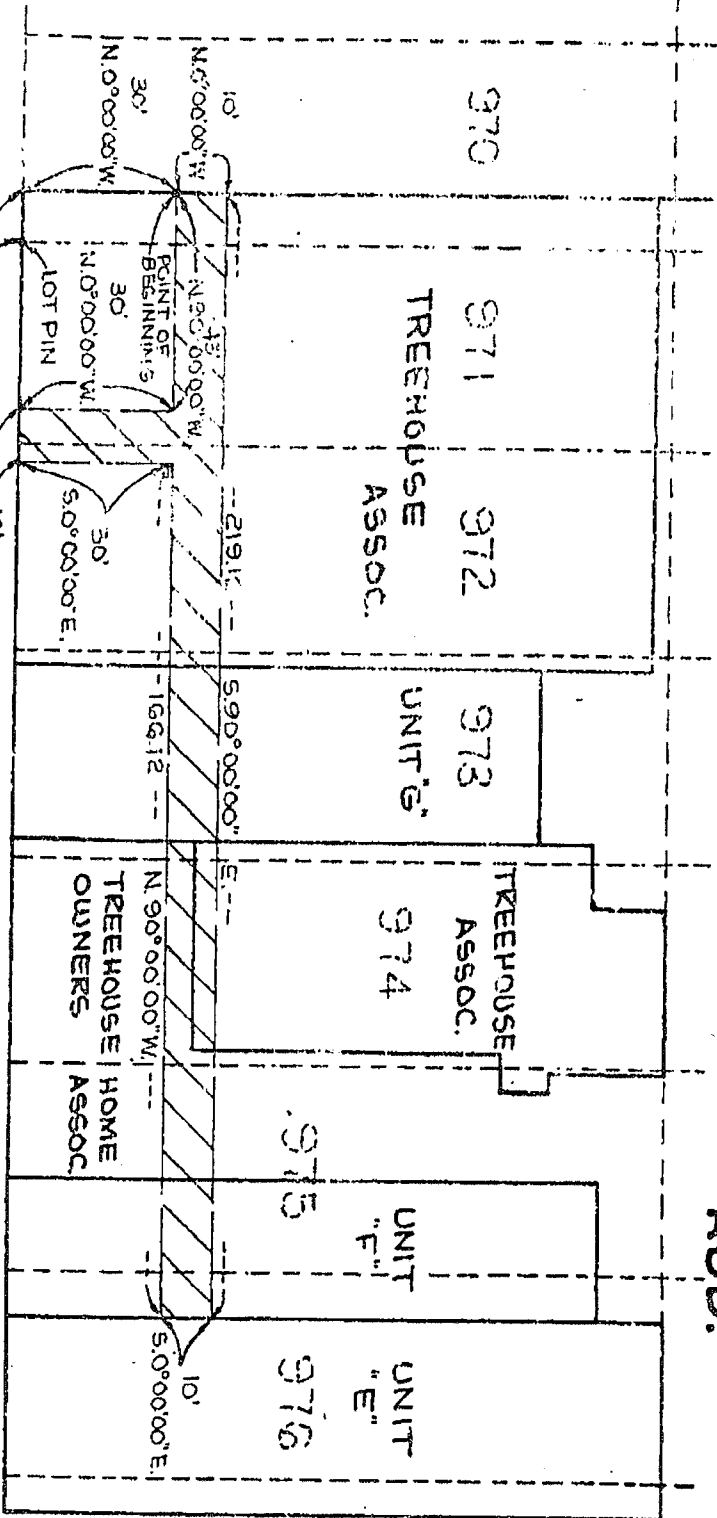
MORNINGSIDE

ADD.

WESTERN

AVE.

GOTTM ST



DRAWN BY AE DATE 12-8-77
 CHECKED BY LT DATE 12-8-77
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____

PAGE 1

LAND OWNERS:
 S. & HELEN POLLY & GARY (N)
 GARY R. THOMAS
 K. SCOTT
 TOTAL ACRE _____
 PERMANENT EASE
 LEC

FOR G.W.O.
 EASE ACQU

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