

W-M FARMS, INC.

TO

THE PUBLIC

BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

COPPER DOLLAR COVE SUBDIVISION

This declaration made this 19th day of March, 1976, by W-M Farms, Inc., a Nebraska corporation, hereinafter called the Declarant,

WITNESSETH:

Whereas, the Declarant is the owner of the real property platted as Copper Dollar Cove Subdivision, and,

Whereas, the herein described realty is situated in a rural area wherein the adjoining owners presently pursue normal agricultural pursuits, and,

Whereas, the Declarant is desirous to subject the real property herein described to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each of every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Now, therefore, Declarant hereby declares that the real property herein described is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Association" shall refer to the Copper Dollar Cove Homeowners Association, a Nebraska not for profit corporation.

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property in Copper Dollar Cove Subdivision, present and future plattings, is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared; all to insure the best use and the most appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the

COMPARED
Doc # 125 FILED FOR RECORD 4-13-76
PAGE 390
4105
REGISTER OF DEEDS, CASS CO., NEBR.
\$ 15.75
Betty Orlin

natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein, and to provide a means of assessment of charges for common areas within the subdivision, and to provide for the use of residential lots and common areas by owners of lots herein described.

II. COVENANTS AND RESTRICTIONS

A. All numbered lots in Copper Dollar Cove shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servant's quarters, and other out buildings incidental to residential use of the premises.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topograph and finished ground elevation by an architectural committee consisting of the president of W-M Farms, Inc., and such other lot owners he shall appoint to serve with him. In the event of death or resignation of any of the other lot owners on said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days (30) after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site less than 25 feet from the street lot line for all sites covered by these covenants, nor less than 25 feet from any side street line. No

building shall be located less than 10 feet from any side lot line or 10 feet from any building on the same site except a detached garage or other out building located in the rear yard may be placed 5 feet from the side line. No residence shall be so located as to reduce the rear yard or lakeside yard of the plot on which it is located to less than 25 feet.

D. No residential structure shall be erected or placed on any building site which does not include the equivalent of one complete platted lot. This shall not include the present home of Wayne Meisinger.

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

F. No trailer, motor home, camper, basements, tent, shack, garage, barn, or other out-building other than guest houses and servant's quarters erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No trailer, motor home, camper, or boat trailer shall be stored on any residential lot for more than 14 days of each calendar year unless housed or garaged.

Boats may be kept on non-lake front lots only if housed or garaged; on lake front lots, boats must be docked in the water or on a boat hoist, or kept within a boat house or garaged.

G. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,000 square feet in the case of a one-story structure or less than 1200 feet in the case of a one and one-half, two, or two and one-half story structure. Basement is defined as any part of the home below highest grade level adjoining the home.

H. No animals or poultry of any kind, other than house pets, shall be kept or maintained overnight on any building site.

I. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line at lake or street established herein except upon approval by the architectural committee as provided in paragraph B.

J. The owner of each building site to which these covenants apply shall be a member of Copper Dollar Cove Homeowners Association from the date of lot acquisition; each member shall fully participate in the rights and obligations of Association

membership as determined by the By-laws, rules, regulations and contractual commitments of the said Association.

K. Lettered lots shall be known and described as common areas for the use of the community under membership in Copper Dollar Cove Homeowners Association. Provisions of these covenants and restrictions pertaining to residential building sites shall not apply to any lettered lots.

III. DURATION OF COVENANTS AND RESTRICTIONS

A. These covenants (A to K) are to run with the land and shall be binding on all parties and all persons claiming under them until 35 years at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

B. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, 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.

C. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

W-M FARMS, INC.

BY Wayne Meisinger
President

ATTEST:

Heleen J. Elsworth
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

On this 19 day of March, 1976, the undersigned, a Notary Public in and for said County, personally came Wayne Meisinger, President of W-M Farms, Inc., a corporation to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Plattsmouth, Nebraska, the day and year last above written.

SHEILA SPECK
GENERAL NOTARY
State of Nebraska

Sheila Speck
NOTARY PUBLIC

My Commission Expires: 12-28-79

LAW OFFICES
CASEY & ELWORTH

506 MAIN STREET
PLATTSMOUTH, NEBR.
68048

EAGLE STATE BANK BLDG.
EAGLE, NEBRASKA 68347

FRANCIS M. CASEY
HERBERT J. ELWORTH
ROGER S. BRINK

PHONE
PLATTSMOUTH 402-290-2119
EAGLE 402-781-9225
OMAHA 402-345-4088

April 13, 1976

Betty Philpot
Register of Deeds
Cass County Courthouse
Plattsmouth, Nebraska 68048

Dear Betty:

I hand you herewith Building and Use Restrictions and Protective Covenants for Copper Dollar Cove Subdivision. I request that this be indexed on the records as to Lots 38 through 66 inclusive, Copper Dollar Cove Subdivision.

Yours truly,

Herbert J. Elworth
Herbert J. Elworth

HJE/tjl
Enc.

W-M FARMS, INC.

TO

THE PUBLIC

COPY

BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

COPPER DOLLAR COVE SUBDIVISION

This declaration made this 19th day of March, 1976, by W-M Farms, Inc., a Nebraska corporation, hereinafter called the Declarant,

WITNESSETH:

Whereas, the Declarant is the owner of the real property platted as Copper Dollar Cove Subdivision, and,

Whereas, the herein described realty is situated in a rural area wherein the adjoining owners presently pursue normal agricultural pursuits, and,

Whereas, the Declarant is desirous to subject the real property herein described to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each of every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Now, therefore, Declarant hereby declares that the real property herein described is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

"Building Site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Association" shall refer to the Copper Dollar Cove Homeowners Association, a Nebraska not for profit corporation.

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property in Copper Dollar Cove Subdivision, present and future plattings, is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared; all to insure the best use and the most appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the

FILED FOR RECORD 7-13-76 P. M. IN BOOK 16 OF RECORDS REGISTER OF DEEDS, CASS CO., NEBR. PAGE 390 \$ 15.75 Betty Gilbert

COPY

natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein, and to provide a means of assessment of charges for common areas within the subdivision, and to provide for the use of residential lots and common areas by owners of lots herein described.

II. COVENANTS AND RESTRICTIONS

A. All numbered lots in Copper Dollar Cove shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servant's quarters, and other out buildings incidental to residential use of the premises.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topograph and finished ground elevation by an architectural committee consisting of the president of W-M Farms, Inc., and such other lot owners he shall appoint to serve with him. In the event of death or resignation of any of the other lot owners on said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days (30) after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any building site less than 25 feet from the street lot line for all sites covered by these covenants, nor less than 25 feet from any side street line. No

COPY

COPY

building shall be located less than 10 feet from any side lot line or 10 feet from any building on the same site except a detached garage or other out building located in the rear yard may be placed 5 feet from the side line. No residence shall be so located as to reduce the rear yard or lakeside yard of the plot on which it is located to less than 25 feet.

D. No residential structure shall be erected or placed on any building site which does not include the equivalent of one complete platted lot. This shall not include the present home of Wayne Meisinger.

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

F. No trailer, motor home, camper, basements, tent, shack, garage, barn, or other out-building other than guest houses and servant's quarters erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No trailer, motor home, camper, or boat trailer shall be stored on any residential lot for more than 14 days of each calendar year unless housed or garaged.

Boats may be kept on non-lake front lots only if housed or garaged; on lake front lots, boats must be docked in the water or on a boat hoist, or kept within a boat house or garaged.

G. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,000 square feet in the case of a one-story structure or less than 1200 feet in the case of a one and one-half, two, or two and one-half story structure. Basement is defined as any part of the home below highest grade level adjoining the home.

H. No animals or poultry of any kind, other than house pets, shall be kept or maintained overnight on any building site.

I. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line at lake or street established herein except upon approval by the architectural committee as provided in paragraph B.

J. The owner of each building site to which these covenants apply shall be a member of Copper Dollar Cove Homeowners Association from the date of lot acquisition; each member shall fully participate in the rights and obligations of Association

COPY

COPY

membership as determined by the By-laws, rules, regulations and contractual commitments of the said Association.

K. Lettered lots shall be known and described as common areas for the use of the community under membership in Copper Dollar Cove Homeowners Association. Provisions of these covenants and restrictions pertaining to residential building sites shall not apply to any lettered lots.

III. DURATION OF COVENANTS AND RESTRICTIONS

A. These covenants (A to K) are to run with the land and shall be binding on all parties and all persons claiming under them until 35 years at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

B. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, 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.

C. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

W-M FARMS, INC.

BY Wayne Meisinger
President

ATTEST:

Herbert D. Elworth
Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

On this 19 day of March, 1976, the undersigned, a Notary Public in and for said County, personally came Wayne Meisinger, President of W-M Farms, Inc., a corporation to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

COPY

COPY

Witness my hand and Notarial Seal at Plattsmouth, Nebraska, the day and year last above written.

SHEILA SPECK
GENERAL NOTARY
State of Nebraska

NOTARY PUBLIC

My Commission Expires: 12-28-79

LAW OFFICES
CASEY & ELWORTH

506 MAIN STREET

PLATTSMOUTH, NEBR.

68048

EAGLE STATE BANK BLDG.

EAGLE, NEBRASKA 68347

FRANCIS M. CASEY
HERBERT J. ELWORTH

ROGER S. BRINK

PHONE

PLATTSMOUTH 402-296-2119

EAGLE 402-781-8226

OMAHA 402-345-4086

April 13, 1976

Betty Philpot
Register of Deeds
Cass County Courthouse
Plattsmouth, Nebraska 68048

Dear Betty:

I hand you herewith Building and Use Restrictions and Protective Covenants for Copper Dollar Cove Subdivision. I request that this be indexed on the records as to Lots 38 through 66 inclusive, Copper Dollar Cove Subdivision.

Yours truly,

Herbert J. Elworth
Herbert J. Elworth

HJE/tjl
Enc.

COPY

MISCELLANEOUS RECORD NO. 14

51516--REDFIELD & COMPANY, INC., OMAHA

line of the said Southwest Quarter of Section 20; Thence North 00°03'25" East for 165.00 feet; Thence North 21° 06'15" East for 1469.04 feet; Thence South 89°49'57" East for 535.00 feet to the east line of the said Southwest Quarter of Section 20; Thence South 00°10'03" West for 1535.00 feet to the Point of Beginning. Contains 29.11 acres including 1.97 acres of existing county roadway easement.

Robert D. Proett
Robert D. Proett, L.S. #379

June 20, 1994
Date

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS 379)
(ROBERT D. PROETT)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That W-M FARMS, INCORPORATED (a Nebraska corporation), being the sole Owner of the land described within the Surveyor's Certificate and embraced within the plat, has caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as COPPER DOLLAR COVE, and does hereby ratify and approve of the disposition of its property as shown on the plat; and it does hereby dedicated to the public, for public use, the streets and easements as shown on this plat. It does further grant a perpetual easement to the Omaha Public Power District and the Lincoln Telephone and Telegraph Company, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying of and transmission of electric current for light, heat and power, and for the transmission of signals and sound of all kinds, and the reception thereof on, over, through, under and across a five (5') foot wide strip of land adjoining all front and side lots lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior easement lots and outlots, 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 hereof, 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. It does further grant a perpetual easement to Rural Water District No. 1 of Cass County, Nebraska, their successors and assigns, to construct, operate, maintain, repair, and renew pipes, valves, hydrants and other related facilities for the purpose of carrying water for the purpose of domestic use and fire protection over, through and under a ten (10') foot wide strip of land along the frontage of all streets and county roads embraced within this plat. 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 now or later interfere with the aforesaid uses or rights herein granted.

W-M FARMS, INCORPORATED

By Rober J. Meisinger
Robert J. Meisinger, President

ACKNOWLEDGMENT OF NOTARYIES

State of Nebraska)
) ss
County of Cass)

On this 22nd day of August, 1994, A.D., before me, a Notary Public, duly commissioned and qualified, in and for said County, appears ROBERT J. MEISINGER, who are personally known to me to be , respectively, the President and Secretary of W-M Farms, Incorporated (a Nebraska corporation), and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

(GENERAL NOTARY--State of Nebraska)
(OTTO J. LUDEWIG)
(My Comm. Exp. Aug. 29, 1996)

Otto J. Ludewig
Notary Public

COUNTY SURVEYOR'S CERTIFICATE

This plat of COPPER DOLLAR COVE was approved and accepted by the County Surveyor of Cass County, Nebraska, this 20th day of March, 1996.

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS 420)
(CHARLES P. JORDAN)

Charles P. Jordan
County Surveyor

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY that the records of my office show no taxes due or delinquent upon the property described in the Surveyor's Certificate on this plat as of 3-19, 1996.

(CASS COUNTY)
(COUNTY TREASURER SEAL)
(NEBRASKA)

Richard Wassinger

APPROVAL OF BOARD OF COMMISSIONERS

This plat of COPPER DOLLAR COVE was approved by the Board of Commissioners of Cass County, this 2 day of April, 1996.

(COUNTY CLERK OF NEBRASKA)
(CASS COUNTY) Alan D. Wohlfarth
County Clerk

Richard Stone
Chairman, Board of Commissioners

Wayne Meisinger

RIGHT OF WAY EASEMENT *Acc # 243*

In consideration of the mutual benefits to be derived, the undersigned grantors do hereby grant, sell, and convey to RURAL WATER DISTRICT NO. 1, CASS COUNTY, NEBRASKA, a perpetual easement with the right to construct, install, use, operate, inspect, maintain, replace, and remove water lines and water facilities over, across, and through the following described real estate situated in Cass County, Nebraska: (Describe Real Estate)

The ~~SE 1/4, Sec. 19, Twp. 12 N., Rge. 13 E. of the 6th P.M. and the SW 1/4, Sec. 20, Twp. 12 N., Rge. 13 E. of the 6th P.M.~~

together with rights of ingress and egress.

This easement shall be thirty (30) feet in width, the center line of which shall be the water facility as constructed.

The consideration herein recited shall be full consideration for any and all damages incurred by grantor by reason of the installation, operation, and maintenance of the above improvements. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to grantor.

This easement shall run with the land for the benefit of grantee, its successors and assigns and all provisions hereof shall be binding on grantors, their heirs, personal representatives, successors, or assigns.

Executed on June 9, 1972

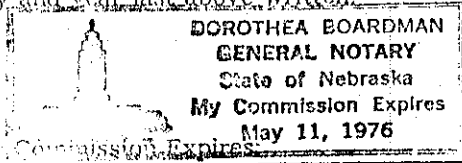
Wayne Meisinger
Grantor
Marjorie E. Meisinger
Grantor

STATE OF NEBRASKA }
COUNTY OF CASS } ss

On this 9th day of June, 1972, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

Wayne Meisinger and Marjorie E. Meisinger, husband and wife,
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Dorothea Boardman
Notary Public

COMPARED

STATE OF NEBRASKA }
COUNTY OF _____ } ss

On this _____ day of _____, 1972, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

THE STATE OF NEBRASKA }
CASS COUNTY } ss
Entered in numerical index and filed for record in the Register of Deeds Office, of said County, this 22 day of June, 1972 at 1 o'clock and 54 minutes P.M., and recorded in book 13 of page 113
Betty Philpot
Register of Deeds

Fee \$ 3.25

MISCELLANEOUS RECORD, No. 12

40066-REDFIELD & COMPANY, INC., OMAHA

Signed this 7th day of January 1976.

Gene M. Backemeyer
GENE M. BACKEMEYER (Husband)

Bette A. Backemeyer
BETTE A. BACKEMEYER (Wife)

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEBRASKA)
)
COUNTY OF CASS)

On this 7th day of January 1976, before me, a notary public, duly commissioned and qualified in and for said county, appeared Gene M. Backemeyer and Bette A. Backemeyer (husband and wife) who are personally known by me to be the identical persons who executed the foregoing dedication and they did acknowledge that they executed said dedication as their voluntary act and deed.

My commission expires August 6 1977
(BRIAN EDWIN McHUGH)
(GENERAL NOTARY)
(State of Nebraska)
(My Commission Expires)
(August 6, 1977)

Brian Edwin McHugh
NOTARY PUBLIC

APPROVAL OF VILLAGE BOARD OF TRUSTEES AND CHAIRMAN

This plat of "BACKEMEYER'S ADDITION" is approved by the Murdock Village Board of Trustees and the Chairman of the Board on this 6 day of January 1976.

ATTEST:
W.J.B. McDonald
VILLAGE CLERK

Earl Knop
CHAIRMAN

(VILLAGE OF MURDOCK)
(SEAL)
(CASS COUNTY, NEBRASKA)

CASS COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced within this plat as shown by the records in my office on this 20 day of January 1976.

Terry Gaebel
CASS COUNTY TREASURER

(CASS COUNTY)
(COUNTY TREASURER)
(SEAL)
(NEBRASKA)

Gerald B. Rager, Jr., Surveyor
To:
Public

COMPARED

Filed: 13 April 1976 at: 4:00 P.M.
Betty Philpot, Register of Deeds
\$ 19.25

(PLAT FILED IN BOOK 9, PAGE 14)

COPPER DOLLAR COVE

LOTS 38 THRU 66, INCLUSIVE AND LOT A
BEING A PLATTING OF PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND
PART OF THE SOUTHWEST 1/4 OF SECTION 20 ALL IN T12N, R13E
OF THE 6TH P.M. CASS COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have accurately surveyed and staked, with iron pipe, all corners of all lots, streets, angle points, and ends of all curves in COPPER DOLLAR COVE; Lots 38 thru 66, inclusive, and Lot A, being a platting of part of the Southeast 1/4 of Section 19 and part of the Southwest 1/4 of Section 20, all in T 12 N, R 13 E of the 6th P.M., Cass County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said Section 19; thence S 89° 50' 52" W (assumed bearing) for 671.67 feet along the South line of said Southeast 1/4 of Section 19; thence North for 1457.04 feet to the centerline of Eight Mile Creek; thence S 71° 48' 30" E for 731.57 feet along the centerline of said Eight Mile Creek; thence N 71° 43'

100% LINEN RIDGER

40066-RENFIELD & COMPANY, INC., OMAHA

For 16.95 feet along the centerline of said Eight Mile Creek to an existing 16" Northern Natural Gas pipe line; thence S 20° 05' 44" E for 81.87 feet along said pipe line; thence S 71° 27' 02" W for 25.18 feet along said pipe line; thence S 20° 04' 26" E for 555.04 feet along said pipe line; thence S 22° 44' 05" E for 189.65 feet along said pipe line; thence S 77° 00' 19" W for 61.55 feet to the shoreline of the existing lake; thence (the next eight courses, being along said existing shoreline) (1) N 22° 44' 10" W for 113.85 feet; thence (2) N 41° 11' 09" W for 31.89 feet; thence (3) N 83° 09' 26" W for 176.26 feet; thence (4) N 89° 11' 35" W for 142.01 feet; thence (5) N 73° 44' 23" W for 100.00 feet; thence; (6) S 8° 25' 37" E for 27.29 feet; thence (7) S 15° 15' 18" E for 91.21 feet; thence (8) S 26° 10' 06" W for 90.99 feet; thence S 25° 50' 20" E for 120.25 feet; thence N 74° 53' 35" E for 175.00 feet; thence S 81° 46' 34" E for 230.12 feet; thence S 40° 50' 39" E for 152.77 feet; thence S 24° 22' 29" E for 154.61 feet; thence S 8° 20' 48" E for 214.52 feet to the North R.O.W. line of the county road; thence S 0° 03' 35" W for 33.00 feet to the South line of the Southwest 1/4 of said Section 20; thence N 89° 56' 25" W for 947.15 feet along said South line of the Southwest 1/4 to the point of beginning.

2-25-76

Gerald B. Rager, Jr.
Gerald B. Rager, Jr., Registered Land
Surveyor No. 222

(NEBRASKA REGISTERED)
(LAND SURVEYOR)
(LS-222)
(GERALD B. RAGER, JR.)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That W-M FARMS, INCORPORATED (a Nebraska corporation), being the sole Owner of the land described within the Surveyor's Certificate and embraced within this plat, has caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as COPPER DOLLAR COVE, and does hereby ratify and approve of the disposition of its property as shown on this plat; and it does hereby dedicate to the public, for public use, the streets and easements as shown on this plat. It does further grant a perpetual Easement to the Omaha Public Power District and the Lincoln Telephone and Telegraph Company, their successors and assigns, to erect, operate, maintain, repair and renew 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 lot lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots except Lot A; 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 hereof, 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 defined as those lots forming the outer perimeter of the above described subdivision. 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

Blue Border
100% LINEN LEDGER

40066-REDFIELD & COMPANY, INC., OMAHA

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.

W-M FARMS, INCORPORATED

By Wayne Meisinger, President
Wayne Meisinger

By Herbert J. Elworth
Herbert _ Elworth, Secretary

ACKNOWLEDGMENTS OF NOTARIES

STATE OF NEBRASKA)
)ss
COUNTY OF Cass)

On this 26 day of February, 1976, before me, a Notary Public, duly commissioned and qualified, in and for said county, appeared WAYNE MEISINGER and HERBERT ELWORTH, who are personally known to me to be, respectively, the President and Secretary of W-M Farms, Incorporated (a Nebraska corporation), and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

Sheila Speck
Notary Public

My commission expires on 12-28-79
(SHEILA SPECK)
(GENERAL NOTARY)
(State of Nebraska)

COUNTY SURVEYOR'S CERTIFICATE

This plat of COPPER DOLLAR COVE was approved and accepted by the County Surveyor of Cass County, Nebraska, this 10th day of Mar., 1976.

Francis L. Rotter
County Surveyor

(NEBRASKA REGISTERED)
(LAND SURVEYOR)
(FRANCIS L. ROTTER)
(LS-253)

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY that the records of my office show no taxes due or delinquent upon the property described in the Surveyor's Certificate on this plat as of 2-25-76, 1976.

(CASS COUNTY)
(COUNTY TREASURER)
(Seal)
(NEBRASKA)

Terry Gaebel
County Treasurer

APPROVAL OF BOARD OF COMMISSIONERS

This plat of COPPER DOLLAR COVE was approved by the Board of Commissioners of Cass County, Nebraska, this 2 day of March, 1976.

WJB McDonald
County Clerk

Martin A. Zoz
Vice Chairman, Board of Commissioners

(SEAL OF CASS COUNTY)
(NEBRASKA)

APPROVAL OF CASS COUNTY PLANNING COMMISSION

This plat of COPPER DOLLAR COVE was approved by the Cass County Planning Commission, Cass County, Nebraska, this 26 day of February, 1976.

Charles E. Spangler
Chairman, Cass County Planning Commission

APPROVAL OF ZONING ADMINISTRATOR

This plat of COPPER DOLLAR COVE was approved by the Cass County Zoning Administrator this 29 day of March, 1976.

Norris Franzen
Cass County Building Inspector

11/2/76

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 9th day of July, 1976, by and between Rural Water District No. 1, Cass County, Nebraska, hereinafter referred to as Water District, and W-M Farms, Incorporated, a Nebraska Corporation, hereinafter referred to as Owner.

WITNESSETH THAT:

WHEREAS, Rural Water District No. 1, Cass County, Nebraska is the holder of an Easement Grant covering the following described premises in Cass County, Nebraska:

SW 1/4, Section 20, Twp. 12 N., Rge 13 E. of the 6th P.M., Cass County, Nebraska

which easement grant has been recorded in Book 13, Page 113 of the Miscellaneous records of Cass County, Nebraska, and,

WHEREAS, pursuant to the authority contained in said easement grant, the Water District has constructed and currently operates and maintains a 2-inch pipeline through the across the premises above described, and,

WHEREAS, of the premises described in said easement grant, Owners are present owners of the following described premises , hereinafter referred to as the Owned Premises:

All of the property described above.

WHEREAS, the parties hereto desire to more clearly define their rights under such easement grant and further desire to modify and amend said easement grant in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Water District shall, and by these presents does, hereby limit its right-of-way under the aforescribed easement grant to the following described 30 foot strip of land:

A 30' wide water line easement being in the SW 1/4 of Section 20, Twp. 12 N., Rge 13 E. of the 6th P.M., Cass County, Nebraska, more particularly described as follows: Commencing at a point which is 33 feet N 89° 56' 25" W and 33 feet N 0° 11' 15" E from the South 1/4 corner of said Section 20, being the true Point of Beginning; thence N 89° 56' 25" W, 1664.07 feet along a line 33.0 feet North of and parallel with the South line of said Section 20 to the Southeast corner of Lot 38, Copper Dollar Cove Addition, as surveyed, platted and recorded in Cass County, Nebraska; thence N 8° 20' 48" W, 30.33 feet along the East line of said Lot 38 to a point 63.0 feet North of the South line of said Section 20; thence S 89°

Doc # 287
FILED FOR RECORD 8-27-1976 3:34 P.M. IN DISTRICT OF MISSOURI
PAGE 652
REGISTER OF DEEDS, CASS CO., NEBR.
Betty Chulpat \$9.25

COMPARED

56' 25" E, 1668.58 feet along a line 63.0 feet North of and parallel with the South line of said Section 20 to a point 33.0 feet West of the East line of the SW 1/4 of said Section 20; thence S 0° 11' 15" W, 30.0 feet along a line 33.0 feet West of and parallel with the East line of the SW 1/4 of said Section 20 to the point of beginning.

2. That Water District shall, and by these presents does, hereby release from its said easement grant all of the owned premises except the strip of land described in paragraph 1 above, upon which strip said easement grant is retained as herein modified.

3. That owners shall not build, create, construct, nor allow to be built, created or constructed, any hard surface road, building, or other structure, nor alter the grade or permit such alteration anywhere on the land upon which Water District has reserved its easement rights without the written consent of the Water District.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

RURAL WATER DISTRICT NO. 1, Cass County, Nebraska,

BY Clarence Engelbomier Chairman

ATTEST:

Margaret Ann Starch

W-M FARMS, INCORPORATED, A Nebraska Corporation,

BY Wayne Mc...

ATTEST:

Margaret Ann Starch

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

Now on this 9th day of July, 1976, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came CLARENCE ENGELBOMIER, Chairman, and JANE PASCHA STARCH, SECRETARY of Rural Water District No. 1, Cass County, Nebraska, who are personally known to be the identical persons whose names are affixed to the above instrument as PATRON and SECRETARY of said DISTRICT, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said District.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year

Miscellaneous Record No. 4

by grantor with the exception of the meter, which is to be furnished and owned by the grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe line under and through the above described premises. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 22nd day of February, 1951.

Ed G. Meisinger

George Bruner

Alvena Meisinger

Right of Way Agent.

STATE OF NEBRASKA,)
County of Cass,) ss.

On this 22nd day of February, A.D.1951, before me, the undersigned, duly commissioned and qualified authority in and for said County and State, personally came Ed G. Meisinger and Alvena Meisinger, to me known to be the identical persons whose name are subscribed to the foregoing instrument as grantor and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year

above written.

(FRANCIS M. CASEY)
(COMMISSION EXPIRES)
(OCT.22,1951)
(NOTARIAL SEAL)
(GENERAL NEBRASKA)

Francis M. Casey

Notary Public in and for Cass County.

My Commission expires the 22 day of October 1951.

EASEMENT GRANT

Hugo Meisinger et al
to
NORTHERN NATURAL GAS COMPANY

COMPARED

FILED September 6 1951 at 8:22 A.M.
Lucille Horn Gaines
Register of Deeds
\$2.95

KNOW ALL MEN BY THESE PRESENTS:

That Hugo Meisinger and Dora Meisinger, his wife of the County of Cass and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE AND RELINQUISH unto NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION, its successors or assigns, the RIGHT, PRIVILEGE AND EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Cass and State of Nebraska to-wit: Southwest Quarter (SW $\frac{1}{4}$) Section Twenty (20) and the Southeast Quarter (SE $\frac{1}{4}$) Section Nineteen (19) Township Twelve (12) Range Thirteen (13)

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal

Miscellaneous Record No. 4

of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantors, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That grantee, upon written application by the grantors, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantors, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by grantor with the exception of the meter, which is to be furnished and owned by the grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 23rd day of January 1951.

Hugo Meisinger

Dora Meisinger

J.T.Yingling.
Right of Way Agent

STATE OF Nebraska }
County of Cass, } SS.

On this 23rd day of January, A.D.1951, before me, the undersigned duly commissioned and qualified authority in and for said County and State, personally came Hugo Meisinger and Dora Meisinger, husband and wife, to me known to be the identical persons whose name are subscribed to the foregoing instrument as grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year

above written.
(Albin E. Chovanec)
(Commission expires)
(8-1-56)
(GENERAL NOTARY)
(STATE OF NEBRASKA)

Albin E. Chovanec
Notary Public in and for Cass County.

My Commission expires the 1st day of August, 1956.

EASEMENT GRANT
Catherine Meisinger et al
to
NORTHERN NATURAL GAS COMPANY

FILED September 6, 1951, at 8:23 A.M.
Lucille Horn Gaines
Register of Deeds
\$2.85

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That Catherine Meisinger, a widow; Edgar F. Meisinger and E. Helen Meisinger, his wife; Lester W. Meisinger and Adelia Meisinger, his wife; Verner A. Meisinger and

RIGHT-OF-WAY EASEMENT

Phyllis B. Straub
 - to -
 Eastern Nebr. Public Power District

Filed July 26, 1950 at 9:18 A. M.
 Lucille Horn Gaines
 Register of Deeds
 \$2.50

Tract #133 Phyllis B. Straub

RIGHT-OF-WAY EASEMENT

In consideration of the sum of \$50.00 dollars, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Eastern Nebraska Public Power District, Syracuse, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, in, over and across the following described lands situated in Cass County, State of Nebraska, to-wit:

The Northeast Quarter (NE 1/4) of Section Twenty-one (21), Township ten (10), Range thirteen (13) East of 6th P.M., Cass County, Nebraska.

and any abutting public highway or place, also the right to clear timber and to trim and keep trimmed as may be reasonable necessary, all trees, hedges, and shrubs. The route of the line and location of poles, structures and guys shall be approximately as shown on the attached map. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for the purpose of making necessary changes in the line and for the purpose of maintaining the line, including tree and brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible, in conformance with the wishes of the owner and occupant of the premises.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line.

The said Grantor(s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agrees to make final settlement and payment as hereinafter provided, and, in addition thereto, agrees to pay any damages which may be caused to crops, fences, or any other portion of Grantor's property by reason of the building or the future maintenance of said transmission line.

Grantor(s) agree(s) not to locate nor allow any building, hay stack, straw stack, tree, structure, or any other combustible material to be placed under the wires or near the poles, wires, or fixtures in such a manner as to endanger or to be endangered by the same, or to interfere with the operation thereof, or in such a way as to be likely to result in damage to the property of either party if a fire should occur in or around the transmission line or any such property of Grantor.

Final settlement and payment for the rights herein granted shall be made on the following basis, payment to be made within a reasonable time after this instrument shall be signed and acknowledged:

	In Meadow or Cultivated Fields	In Permanent Pasture or Uncultivated Land
For Poles	Twenty-five Dollars Each -	Twelve and one-half Dollars each
For Anchors with Guys	Twenty-five Dollars Each -	Twelve and one-half Dollars each

The down payment of \$50.00 to be deducted therefrom.
 4 poles @ 25.00 each

It is understood that Grantor(s) will not receive electric service from this line.

In presence of

Phyllis B. Straub
 Max Straub, Agt.

Miscellaneous Record No. 4

STATE OF NEBRASKA)
)ss.
Lancaster County)

ACKNOWLEDGMENT

I hereby certify that on this 3 day of July, A.D. 1950, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Phyllis B. Straub and Max Straub, Her agent to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

(R. C. JOHNSON)
(GENERAL NOTARY SEAL)
(COMMISSION EXPIRES)
(APRIL 30, 1955)
(STATE OF NEBRASKA)

R. C. Johnson
Notary Public

My commission expires: April 30/55.

TITLE:				
EASTERN NEBRASKA PUBLIC POWER DISTRICT				
TRANSMISSION LINE RIGHT OF WAY				
<u>PHYLLIS B. STRAUB</u>				
SECTION <u>21</u>	TWP <u>10</u>	RANGE <u>13</u> <i>Sec. Line & Road E</i>		
THE PROPOSED TRANSMISSION LINE WILL BE LOCATED APPROXIMATELY AS SHOWN ON THIS PLAT				
EXHIBIT _____				
SCALE 1" = 1000'				
N ↑				
LOCATION: H-B <u>133</u>	DATE 8.30.49	BY M.I.K.	JOB 579	HENNINGSON ENGINEERING CO. OMAHA, NEBRASKA

1st plat

487-1-8

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 28th day of April, 1976, by and between NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, (hereinafter referred to as "Northern") and W-M Farms, Inc.

(hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement Grant covering the following described premises in Cass County, Nebraska:

Southwest Quarter (SW $\frac{1}{4}$) Section Twenty (20) and the Southeast Quarter (SE $\frac{1}{4}$) Section Nineteen (19) Township Twelve (12) Range Thirteen (13).

which Easement Grant has been recorded in Book 4 of Miscellaneous at Page 135 in the Office of the Register of Deeds for Cass County, Nebraska; and

WHEREAS, pursuant to the authority contained in said Easement Grant, Northern has constructed and currently operates and maintains a 16-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in said Easement Grant, Owners are present owners of the following described premises:

Refile

Doc # 168
FILED FOR RECORD 9-15-1976 AT 10:05 A.M. IN BOOK 18 OF Misc
PAGE 681
Barry Philpot
REGISTER OF DEEDS, CASS CO., NEBR.
#950
COMPARED

All the property described above.

COMPARED

WHEREAS, the parties hereto desire to more clearly define their rights under such Easement Grant and further desire to modify and amend said Easement Grant in certain respects.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the aforescribed Easement Grant, to a strip of land 100 feet in width across the property of the Owners as last described above, the centerline of which strip shall be the present location of Northern's 16-inch pipeline. A plat showing the location of said strip of land is attached hereto as 'Exhibit "A"' and is, by this reference, made a part hereof.

2. That Northern shall, and by these presents does, hereby release from its said Easement Grant all of the above-described property of the owners except the strip of land described in Paragraph 1 above, upon which strip said Easement

FILED FOR RECORD 6-17-1976 AT 11:05 A.M. IN BOOK 18 OF Misc
PAGE 524 REGISTER OF DEEDS, CASS CO., NEBR. #950

Grant is retained as herein modified.

3. That Grantor shall not build, create, construct, nor allow to be built, created or constructed, any hard surface road, building, or other structure, nor alter the grade or permit such alteration anywhere on the land upon which Grantee has reserved its Easement rights without the written consent of the Grantee.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

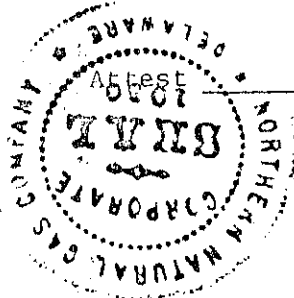
By Don Dentler
"NORTHERN"
Vice President

"OWNERS"
W-M Farms, Inc.

Bill Dentler
Secretary

Wayne Meisinger
PRES.

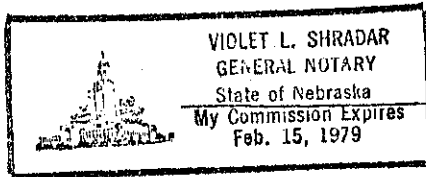
ATTEST
Heleen J. Ewath
Secretary



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 28th day of April, A.D., 1976, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Don Dentler, Vice President, and Bill Dentler, ~~Assistant~~ Secretary of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and ~~Assistant~~ Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

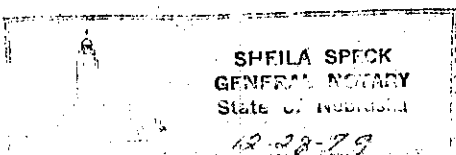
WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.



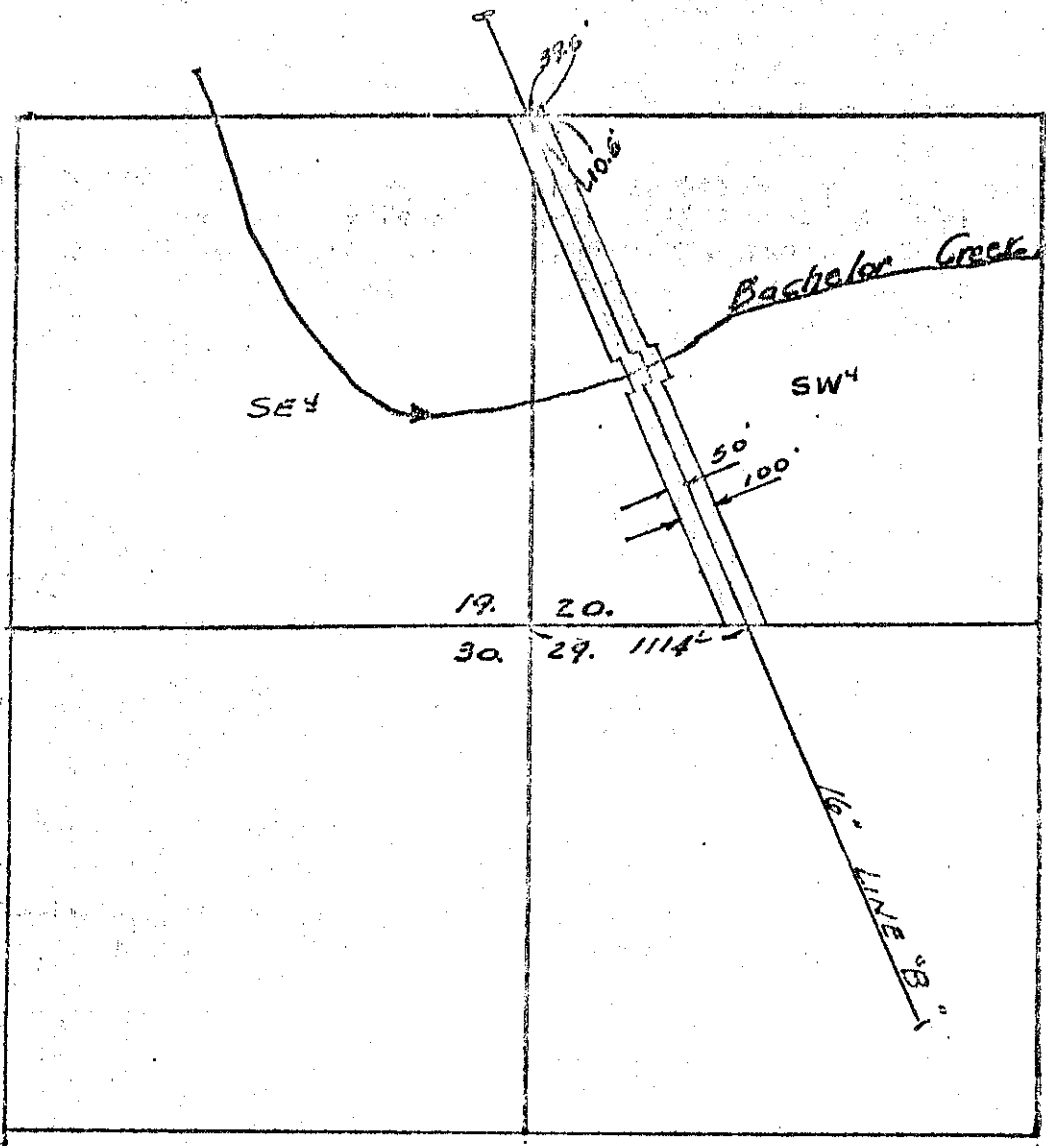
Violet L. Shradar

STATE OF Nebraska :
COUNTY OF Cass : SS.

On this 19th day of March, A.D., 19 76, before me, a Notary Public in and for said County in said State, personally appeared Wayne Meisinger, President of W-M Farms, Inc. to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed and as the voluntary act and deed of said corporation.



Sheila Speck



Scale		Dr. by <i>ELS</i>		Date <i>3-27-16</i>		Operating Division Des Moines Area						
Drawing Status		Checked		Approved				SKETCH OF 16" OMAHA LINE CROSSING SW 1/4 SECTION 20 AND SW 1/4 SECTION 19 Q11 IN T-12-N R-13-E, CASS COUNTY, NEBRASKA				
		By	Date	By	Date	By	Date			By	Date	
Prel'y												
Bid												
Revised	By	Apd.	Constr.					P.O.	W.O.	19	Construction	Drawing No.
Microfilm File Number		Design File Number		P.L. or Sta Number								



STANDARD BLUE PRINT, OMAHA 998474

EXHIBIT "A"

487-1-8

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 23rd day of April, 1976, by and between NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, (hereinafter referred to as "Northern") and W-M Farms, Inc.

(hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement Grant covering the following described premises in Cass County, Nebraska:

Southwest Quarter (SW $\frac{1}{4}$) Section Twenty (20) and the Southeast Quarter (SE $\frac{1}{4}$) Section Nineteen (19) Township Twelve (12) Range Thirteen (13).

which Easement Grant has been recorded in Book 4 of Miscellaneous at Page 13 in the Office of the Register of Deeds for Cass County, Nebraska; and

WHEREAS, pursuant to the authority contained in said Easement Grant, Northern has constructed and currently operates and maintains a 16-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in said Easement Grant, Owners are present owners of the following described premises:

All the property described above.

WHEREAS, the parties hereto desire to more clearly define their rights under such Easement Grant and further desire to modify and amend said Easement Grant in certain respects.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the aforescribed Easement Grant, to a strip of land 100 feet in width across the property of the Owners as last described above, the center-line of which strip shall be the present location of Northern's 16-inch pipeline. A plat showing the location of said strip of land is attached hereto as "Exhibit A" and is, by this reference, made a part hereof.

2. That Northern shall, and by these presents does, hereby release from its said Easement Grant all of the above-described property of the owners except the strip of land described in Paragraph 1 above, upon which strip said Easement

9:45
FILED FOR RECORD 6-17-1976 AT A.M. IN BOOK 18 OF
REGISTER OF DEEDS, CASS CO., NEBR.
PAGE 524
Betty Schubert

COMPARED

Grant is retained as herein modified.

3. That Grantor shall not build, create, construct, nor allow to be built, created or constructed, any hard surface road, building, or other structure, nor alter the grade or permit such alteration anywhere on the land upon which Grantee has reserved its Easement rights without the written consent of the Grantee.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

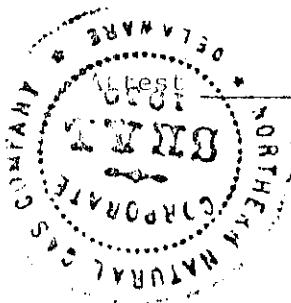
"OWNERS"

By Don Dietrich
Vice President

W-M Farms, Inc.

Bill Amundson
Secretary

Wayne Meisinger
PRES.



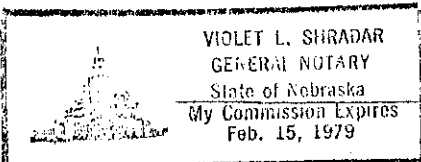
ATTEST

Heleen J. Elsworth
Secretary

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

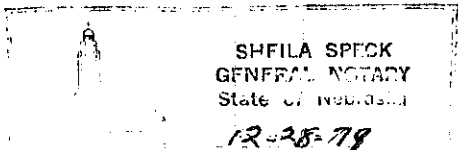
On this 28th day of April, A.D., 1976, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Don Dietrich, Vice President, and Bill Amundson, ~~Assistant~~ Secretary of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and ~~Assistant~~ Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal Bill Amundson, in said county and state, the date aforesaid.

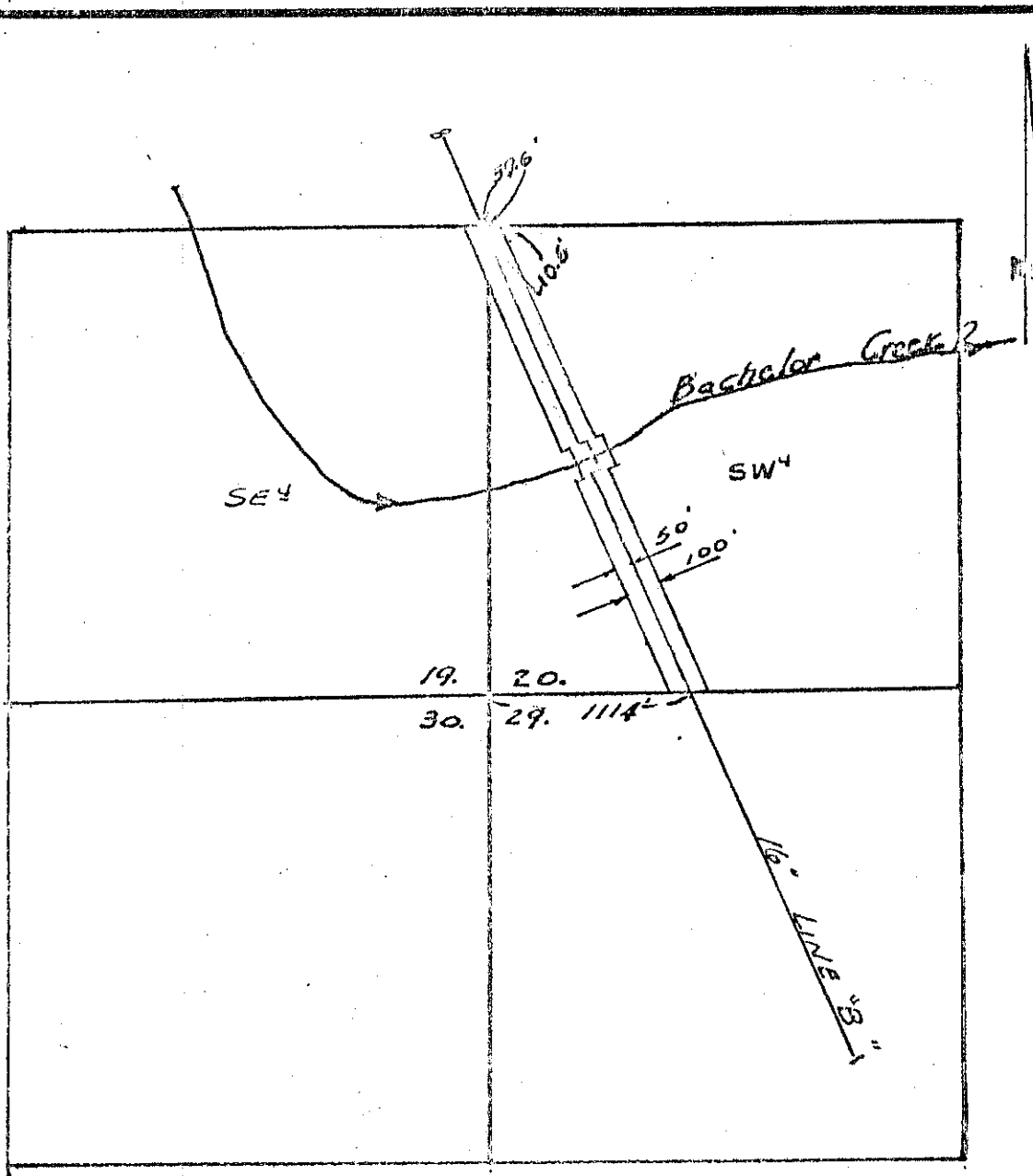


STATE OF Nebraska :
COUNTY OF Cass : SS.

On this 19th day of March, A.D., 19 76, before me, a Notary Public in and for said County in said State, personally appeared Wayne Meisinger, President of W-M Farms, Inc. to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed and as the voluntary act and deed of said corporation.



Sheila Speck



Scale		Dr. by <i>RLS</i>		Date <i>3-27-16</i>		Operating Division Des Moines Area							
Drawing Status	Checked		Approved				SKETCH OF 16" OMAHA LINE "B" CROSSING SW ⁴ SECTION 20 AND SE ⁴ SECTION 19 Q11 IN T-12-N R-13-E, CASS COUNTY, NEBRASKA						
	By	Date	By	Date	By	Date					By	Date	
Prel'y													
Bid													
Revised	By	Apd.	Constr.						P.O.	W.O.	19	Construction	Drawing No.
Microfilm File Number		Design File Number		P.L. or Sta Number									



STANDARD BLUE PRINT, OMAHA 092474

EXHIBIT "A"

#164

Record against: Lots 67 through 113, inclusive, Copper Dollar Cove Subdivision, Cass County, Nebraska.

MEMORANDUM OF LEASE

This is the memorandum of that certain unrecorded lease dated July 9, 1976, between W-M Farms, Incorporated, lessor, and Copper Dollar Cove Homeowners Association, lessee, concerning the lettered lots in Copper Dollar Cove Subdivision, present and future plattings. The demised premises are a portion of Copper Dollar Cove Subdivision, Cass County, Nebraska, a residential area, and are the common areas established for the use of residents and their guests.

This memorandum of lease is prepared for recording as notice of said lease, and the terms of said lease are incorporated herein by this reference.

The initial term of the lease is 99 years commencing July 1, 1976, and ending June 30, 2075.

The lease provides that the lessee shall have the exclusive right of occupancy of such common areas in Copper Dollar Cove Subdivision for the purpose of conducting thereon the corporate functions of the lessee for the benefit of property owners and guests within Copper Dollar Cove Subdivision, present and future plattings. The lease further provides for the payment of a base rental of \$34,500.00 per year, which rental is subject to adjustment as described in the lease for taxes and cost of living.

The lessee is a Nebraska non-profit corporation organized to operate and maintain lakes and other common areas located within Copper Dollar Cove Subdivision.

This memorandum is not a complete summary of the lease provisions and this memorandum shall not be used in interpreting the lease provisions in the event of a conflict in this memorandum and the unrecorded lease, the unrecorded lease shall control. The unrecorded lease is available for inspection at the office of W-M Farms, Incorporated, at 506 Main Street, Plattsmouth, Nebraska, at the office of Mr. Wayne Meisinger, Rt. #2, Plattsmouth, Nebraska, and at the office of Copper Dollar Cove Homeowners Association, Rt. #2, Plattsmouth, Nebraska.

IN WITNESS WHEREOF, the parties have executed the above memorandum of lease on this 9th day of July, 1976.

W-M FARMS, INCORPORATED,

BY Wayne Meisinger President

~~FILED FOR RECORD AT M. IN BOOK OF REGISTER OF DEEDS, CASS CO., NEBR.~~

ATTEST:

Robert J. Elmer Secretary

Subscribed and sworn to before me this 7th day of December, 1981.

Tonda J. Hain
NOTARY PUBLIC

COPPER DOLLAR COVE HOMEOWNERS ASSOCIATION,

BY GENERAL NOTARY, State of Nebraska
TONDA J. HAIN President
My Comm. Exp. July 13, 1984

Dec 7 1981 FILED FOR RECORD 12-7-1981 AT 3:55 P.M. IN BOOK 25 OF REGISTER OF DEEDS, CASS CO., NEBR. PAGE 500

MISCELLANEOUS RECORD NO. 14

FD-110-REDFIELD & COMPANY, INC., OMAHA

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked the boundary of "The West 95' of Lots 261,262,263, and 264, Greenwood, Ne.", located in the NW¹ of the SW¹ of Section 32-T12N-R9E of the 6th P.M., Village of Greenwood, Cass County, Nebraska, being described as follows:

THE WEST 95' OF LOTS 261,262,263 AND 264, VILLAGE OF GREENWOOD, NEBRASKA.....
LOTS 261,262,263, AND 264, (except the West 95'), VILLAGE OF GREENWOOD, NEBRASKA

Signed this 30 day of April, 1996.

(NEBRASKA REGISTERED LAND SURVEYOR) Charles P. Jordan
(LS - 420) CHARLES P. JORDAN LS 420
(CHARLES P. JORDAN)

PLAT APPROVAL

KNOW ALL MEN BY THESE PRESENTS:

that I, NATHAN AHLMAN, (a single person), being the sole owner of Lots 261,262,263 and 264, Village of Greenwood, Nebraska, do hereby approve of my land being subdivided, as shown on this plat. This subdivision is also subject to any and all easements of record, as of the last date shown hereon.

Nathan Ahlman
NATHAN AHLMAN

ACKNOWLEDGEMENT OF NOTARY

STATE OF)
) ss
COUNTY OF)

On this 30th day of April, 1996, before me, a notary public, duly commissioned and qualified in and for said County, did appear NATHAN AHLMAN, (a single person), who is personally known by me to be the identical person whose name appears on this plat, and he did acknowledge his execution of the foregoing plat approval to be his voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

(GENERAL NOTARY-State of Nebraska) Tracy Kubik
(TRACY KUBIK) NOTARY PUBLIC
(My Comm. Exp. April 18, 1999)

My commission expires 4-18-99.

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the property described within the surveyor's certificate and embraced within this plat, as shown by the records of this office, this 1st day of May, 1996.

(CASS COUNTY) Richard Wassinger
(COUNTY TREASURER SEAL) RICHARD WASSINGER, CO. TREASURER
(NEBRASKA)

APPROVAL OF CHAIRMAN AND BOARD OF TRUSTEES

This plat of "The West 95' of Lots 261,262,263 and 264, Greenwood, Ne.", is hereby approved by the Chairman and the Board of Trustees of the Village of Greenwood, Nebraska, this 30th day of April, 1996.

ATTEST:

Tracy Kubik Michael J. Wall
VILLAGE CLERK CHAIRMAN, Board of Trustees

APPROVAL OF VILLAGE PLANNING BOARD

This plat of "The West 95' of Lots 261,262,263 and 264, Greenwood, Ne.", is hereby approved by the Planning Board of the Village of Greenwood, Nebraska, this 1 day of May, 1996.

Douglas W. Tweton
CHAIRMAN, Planning Board

PLAT
W-M Farms, Inc.
to
Public

FILED: 06 May 1996 11:22 A.M.
Patricia Meisinger, Register of Deeds
\$ 40.00 Doc.#118

(Filed in Plat Book 9, Page 14B)

COPPER DOLLAR COVE

LOTS 138 THROUGH 174, INCLUSIVE AND OUTLOT E
BEING PLATTING OF PART OF THE SOUTHWEST QUARTER
SECTION 20, TOWNSHIP 12 NORTH, RANGE 13 EAST OF
THE 6TH P.M., CASS COUNTY, NEBRASKA

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been placed on the boundary of the plat (whenever possible) and at all corners, angle points and ends of all curves on all Lots and Streets in the subdivision to be known as COPPER DOLLAR COVE, Lots 138 through 174, inclusive and Outlot E, being a platting of that part of the Southwest Quarter of Section 20, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows: Beginning at the southeast corner of the said Southwest Quarter of Section 20; Thence North 89°56'35" West (bearings reference to the Final Plat of COPPER DOLLAR

MISCELLANEOUS RECORD, No. 12

40066-REDFIELD & COMPANY, INC., OMAHA

Council of the City of Plattsmouth, this 28th day of April 1980. We also approve of the variances in setback, due to the existing conditions and locations of existing buildings prior to advent of Plattsmouth Subdivision Regulations.

ATTEST:

Rosalyn Covert
ROSALYN COVER, CLERK

Clayton J. Rhylander
CLAYTON J. RHYLANDER, MAYOR

(CITY OF PLATTSMOUTH)
(SEAL)
(NEBRASKA)

APPROVAL OF PLANNING BOARD

This Plat of the subdivisinn of Lot 3, Block 4, Townsends Addition, is hereby approved by the Planning Commission of the City of Plattsmouth, this 17th day of April 1980. We also approve of the variances in setback, due to the existing conditions and locations of existing buildings, prior to advent of Plattsmouth Subdivision Regulations.

Charles Warga
CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described within the Surveyor's Certificate and embraced within this plat, as shown by the records of this office, this 25th day of June 1980.

(CASS COUNTY)
(COUNTY TREASURER)
(SEAL)
(NEBRASKA)

Terry Gaebel
TERRY GAEBEL, COUNTY TREASURER

PLAT & DEDICATION
Gary D. Tinkham, Surveyor
To:
Public

COMPARED

Filed: 1 July 1980 at: 11:45 A.M.
Betty Philpot, Register of Deeds
\$ 25.50

(PLAT FILED IN PLAT BOOK 10, PAGE 4)

COPPER DOLLAR COVE

Lots 67 thru 113 inclusive & Lot B being a Platting of Part of the Southeast 1/4 of Section 19 & Part of the Southwest 1/4 of Section 20, All in T 12 N, R 13 E, of the 6th P.M., Cass County, Nebraska.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that I have made a boundary survey of the Subdivision herein, and that temporary monuments have been placed at all angle points on the boundary of the plat, wherever possible, and that a bond has been posted with Cass County, Nebraska, in order to insure that permanent monuments will be placed at all corners of all lots, streets, angle points, and ends of all curves; said Subdivision to be known as COPPER DOLLAR COVE, Lots 67 thru 113 inclusive, and Lot "B", being a platting of part of the Southeast 1/4 of Section 19 and part of the Southwest 1/4 of Section 20, all in T 12 N, R 13 E, of the 6th P.M., Cass County, Nebraska, and being more particularly described as follows: That part of the Southeast 1/4 of said Section 19, beginning at a point on the South line of the Southeast 1/4 of said Section 19 that is S 89°50'52" W (an assumed bearing along the South line of said Southeast 1/4 for 671.67 feet from Southeast corner of said Section 19; thence S 89°50'52" W along the South line of the Southeast 1/4 of said Section 19 for 1499.00 feet thence N 00° 09' 08" W for 33.0 feet; thence N 00°01' 30" W for 231.35 feet; thence N 01°33'28" W for 123.42 feet; thence S 88°25'06" E for 115.53 feet; thence Southeasterly along a 281.0 foot radius curve to the left (having a chord bearing of S 33° 56' 06" E and a chord distance of 202.95 feet) for an arc distance of 207.64 feet; thence N 00°09'08" W for 35.93 feet; thence Northerly along a 1593.06 foot radius curve to the right (having a chord bearing N 01° 07' 35" E and a chord distance of 71.10 feet) for an arc distance of 71.10 feet; thence N 02° 24' 18" E for 246.12 feet; thence Easterly along a 125.23 foot radius curve to the left (having a chord bearing S 87°35'42" E and a chord distance of 50.00 feet) for an arc distance of 50.34 feet; thence N 02°56'00" W for 312.99 feet; thence North for 890.10 feet to the centerline of Eight Mile Creek; thence N 70° 44' 37" E along the centerline of Eight Mile Creek for 9.51 feet; thence S 77° 52'02" E along the centerline of Eight Mile Creek for 800.08 feet; thence S 71°48' 30" E along the centerline of Eight Mile Creek for 459.99 feet to the West line of Lot "A", COPPER DOLLAR COVE; thence South along the West line of Lot "A", COPPER DOLLAR COVE, FOR 1457.04 feet to the Point of beginning, together with that part of the Southwest 1/4 of said Section 20, beginning at a point on the South line of the Southwest 1/4 of said Section 20 that is S 89°56'25" E for 947.15 feet along the South line of the Southwest 1/4 of said Section 20 from the Southwest corner of said Section 20; thence N 00°03'35" E for 33.0 feet to the Southeast corner of Lot 38, COPPER DOLLAR COVE; thence N 08°20'48" W along the East line of said Lot 38 for 214.52 feet to the Northeast corner of said Lot 38; thence N 24°22'29" W along the Northeast line of Lot 39 for 154.61 feet to the Northeast corner of said Lot 39; thence N 40°50'39" W along the Northeasterly line of Lot 40 for 152.77 feet; thence N 81°46'34" W along the Northerly line of Lots 40 and 41, COPPER DOLLAR COVE for 230.12 feet; thence S 74°53'35" W along the North line of Lot 41, COPPER DOLLAR COVE, for 175.0 feet to the Northwest corner of said Lot 41; thence N 25°50'20"W along the Easterly line of Lot 47, COPPER DOLLAR COVE, for 120.25 feet to the Northeast corner of said Lot 47; thence N 26° 10' 06" E along the Southerly line of Lot "A", COPPER DOLLAR COVE for 90.99 feet; thence continuing along the Southerly line of said Lot "A", N 15° 15' 18"W for 91.21 feet; thence continuing along the Southerly line of said Lot "A", N 08° 25' 37" W for 27.29 feet; thence continuing along the Southerly line of said Lot "A", S 73°44'23" E for 100.0 feet; thence continuing along the Southerly line of said Lot "A", S 89° 11' 35" E for 142.01 feet; thence continuing along the Southerly line of said Lot "A", S 83°09'26" E for 176.26 feet; thence continuing along the Southerly line of said Lot "A", S 41°11'09" E for 31.89 feet; thence continuing along the Southerly line of said Lot "A", S 22°44'10" E for 113.85 feet; thence continuing along the Southerly line of said Lot "A", N 77°00'19" E for 61.55 feet to the centerline of an existing 16" Northern Natural Gas Pipe Line; thence S 22°44'05" E along the centerline of said existing gas pipe line for 202.19 feet; thence continuing along the centerline of said existing gas pipe line, S 22°40'30"E for 478.36 feet to the South line of the Southwest 1/4 of said Section 20; thence N 89°56'25"W along the South line of Southwest 1/4 of said Section 20 for 168.71 feet to the point of Beginning.

6-13-80
Date

Gary D. Tinkham
Gary D. Tinkham, Registered Land Surveyor No. 365

40066-REDFIELD & COMPANY, INC., OMAHA

(REGISTERED LAND SURVEYOR)
 (GARY D. TINKHAM)
 (NO. 365)
 (STATE OF NEBRASKA)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That W-M FARMS, INCORPORATED (a Nebraska corporation), being sole Owner of the land described within the Surveyor's Certificate and embraced within this plat, has caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as COPPER DOLLAR COVE, and does hereby ratify and approve of the disposition of its property as shown on this plat; and it does hereby dedicate to the public, for public use, the streets and easements as shown on this plat. It does further grant a perpetual Easement to the Omaha Public Power District and the Lincoln Telephone and Telegraph Company, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying of 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 lot lines; and eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots except Lot A; 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 hereof, 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 defined as those lots forming the outer perimeter of the above described subdivision. 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. It does further grant a perpetual Easement to Rural Water District No. 1 of Cass County, Nebraska, their successors and assigns, to construct, operate, maintain, repair, and renew pipes, valves, hydrants and other related facilities for the purpose of carrying water for the purpose of domestic use and fire protection over, through and under a ten (10') foot wide strip of land along the frontage of all streets and county road embraces within this plat. 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.

W-M FARMS, INCORPORATED

By Wayne Meisinger
 Wayne Meisinger, President

By Herbert Elworth
 Herbert Elworth, Secretary

ACKNOWLEDGMENTS OF NOTARIES

STATE OF NEBRASKA)
) ss
 COUNTY OF CASS)

On this 16 day of June, 1980, before me, a Notary Public, duly commissioned and qualified, in and for said county, appeared WAYNE MEISINGER and HERBERT ELWORTH, who are personally known to me to be, respectively, the President and Secretary of W-M Farms, Incorporated (a Nebraska corporation), and they did acknowledge their execution of the foregoing Dedication to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

(GENERAL NOTARY - State of Nebraska)
 (TONDA J. LUTES)
 (My Comm. Expires 7-13-80)

Tonda J. Lutes
 Notary Public

COUNTY SURVEYOR'S CERTIFICATE

This plat of COPPER DOLLAR COVE was approved and accepted by the County Surveyor of Cass County, Nebraska, this 16th day of June, 1980.

(NEBRASKA REGISTERED LAND SURVEYOR)
 (LS-253)
 (FRANCIS L. ROTTER)

Francis L. Rotter
 County Surveyor

COUNTY TREASURER'S CERTIFICATE

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY that the records of my office show no taxes due or delinquent upon the property described in the Surveyor's Certificate on this plat as of June 16th, 1980.

(CASS COUNTY)
 (COUNTY TREASURER)
 (SEAL)
 (NEBRASKA)

Terry Gaebel
 County Treasurer

APPROVAL OF BOARD OF COMMISSIONERS

This plat of COPPER DOLLAR COVE was approved by the Board of Commissioners of Cass County, Nebraska, this 1 day of July, 1980.

W.J.B. McDonald
 County Clerk

R. E. Curttright, Jr.
 Chairman, Board of Commissioners

APPROVAL OF CASS COUNTY PLANNING COMMISSION

This plat of COPPER DOLLAR COVE was approved by the Cass County Planning Commission, Cass County, Nebraska, this 26th day of June, 1980.

BLUE BORDER
 100% MINER LEDGER

#478

COMPARED

STATE OF NEBRASKA, County of Cass

Filed for record and entered in Numerical Index on 4-23, 1996 at 1:06 o'clock p.m., and recorded in Deed Record 162 Page 464.

Doc #478 \$5.50

Patricia Messinger
~~County or Deputy County Clerk~~
~~Register or Deputy Register of Deeds~~

QUITCLAIM DEED

James Kraus and Jacqueline Kraus, Husband and Wife GRANTORS, In consideration of one DOLLAR received from GRANTEE, W-M Farms, Inc., a Nebraska Corporation, quitclaims to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

ALL OF THE SW $\frac{1}{4}$ SOUTH OF THE CREEK AND EAST OF THE EAST LINE OF COPPER DOLLAR COVE SUBDIVISION, AS THE SAME WAS LOCATED ON FEBRUARY 15, 1994, IN SECTION 20, TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA.

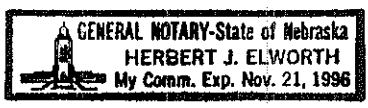
Executed: April 19, 1996

James Kraus
JAMES KRAUS

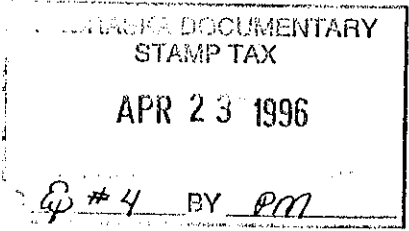
Jacqueline Kraus
JACQUELINE KRAUS

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

The foregoing instrument was acknowledged before me on April 19, 1996 by James Kraus and Jacqueline Kraus, husband and wife.



Herbert J. Elworth
Notary Public



WORD\REALESTA
QUITCLAI.KRA

#500

**MINUTES OF REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
COPPER DOLLAR COVE HOMEOWNER'S ASSOCIATION,
A NEBRASKA NOT-FOR-PROFIT CORPORATION**

A meeting of the Board of Directors of the above captioned corporation was held on January 26, 1997. All of the members of the Board of Directors being present, the meeting was called to order by the President. A proposed resolution for the assessment of a late payment for the nonpayment of annual dues to the Homeowner's Association was presented to the Board. There was discussion of the same and upon motion duly made, seconded and unanimously carried it was

RESOLVED, that the Copper Dollar Cove Homeowner's Association shall assess a late payment of \$68.00 per month on lake front lots and \$46.00 per month on hill lots on all annual dues that have not been paid by April 1st of each year.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be filed in the office of the Register of Deeds of Cass County, Nebraska and shall be indexed against each lot in Copper Dollar Cove subdivision, Cass County, Nebraska.

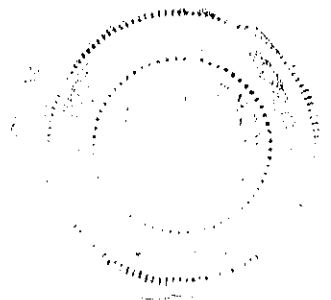
BE IT FURTHER RESOLVED, that the president of the corporation and such other officers as he may designate are hereby authorized, empowered, and directed to take any and all steps in connection with carrying the foregoing resolution into effect.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

Rinda L. Bennett
Secretary

Approved:

Jesse Ferguson
President



Lots 38 - 174, inclusive, Copper Dollar Cove Subdivision, Cass County, Nebraska.

FILED FOR RECORD 6-18-98 AT 9:00 A. M.
IN BOOK 51 OF 1140 PAGE 818
REGISTER OF DEEDS, CASS CO., NE Patricia Manning
Doc # 500 * 7350

RECORDED

#500

**MINUTES OF REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
COPPER DOLLAR COVE HOMEOWNER'S ASSOCIATION,
A NEBRASKA NOT-FOR-PROFIT CORPORATION**

A meeting of the Board of Directors of the above captioned corporation was held on January 26, 1997. All of the members of the Board of Directors being present, the meeting was called to order by the President. A proposed resolution for the assessment of a late payment for the nonpayment of annual dues to the Homeowner's Association was presented to the Board.

There was discussion of the same and upon motion duly made, seconded and unanimously carried it was

RESOLVED, that the Copper Dollar Cove Homeowner's Association shall assess a late payment of \$68.00 per month on lake front lots and \$46.00 per month on hill lots on all annual dues that have not been paid by April 1st of each year.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be filed in the office of the Register of Deeds of Cass County, Nebraska and shall be indexed against each lot in Copper Dollar Cove subdivision, Cass County, Nebraska

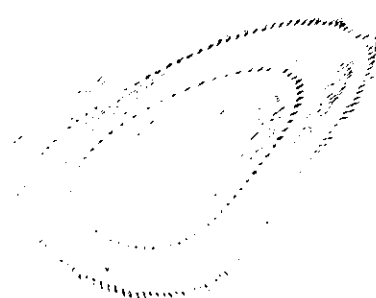
BE IT FURTHER RESOLVED, that the president of the corporation and such other officers as he may designate are hereby authorized, empowered, and directed to take any and all steps in connection with carrying the foregoing resolution into effect.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

Linda L. Rennie
Secretary

Approved:

Steve Ferguson
President



Lots 38 - 174, inclusive, Copper Dollar Cove Subdivisions, Cass County, Nebraska.

FILED FOR RECORD 6-18-98 AT 9:00 A. M.
IN BOOK 51 OF 1110 PAGE 818
REGISTER OF DEEDS, CASS CO, NE
#500 67850

CORPORATION WARRANTY DEED

The grantor **WM Farms, Incorporated,**
a corporation organized and existing under and by virtue of the laws of the State of Nebraska,
in consideration of

received from grantee, does grant, bargain, sell convey and confirm unto

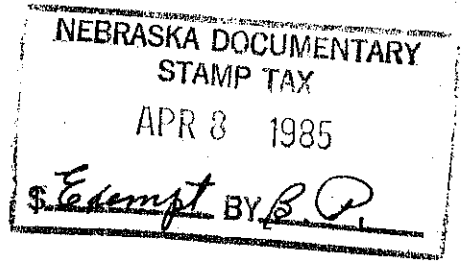
The County of Cass, Nebraska,

herein called the grantee whether one or more, the following described real property in

Cass County, Nebraska:

A Tract of land beginning at a point 33' West and 1,739.19' North of the North 1/4 Corner of Sec. 29, T12N, R13E; Thence Northwest 103.58'± to a point 60' West and 1,839.19' North of the North 1/4 Corner of Sec. 29, T12N, R13E; Thence North 300'; Thence Northeast 518.39'± to a point 40' West and 2,657.19' North of the North 1/4 Corner of Sec. 29, T12N, R13E; Thence East 7'; Thence South 918' to the point of beginning, All in the East 1/2 of the Southwest 1/4 of Sec. 20, T12N, R13E of the 6th P.M., Cass County, Nebraska, Containing .1 Acres ±.

COMPARED



Doc # 107
FILED FOR RECORD 4-8-85 AT 10:32 A.M. IN BOOK 137 OF Deeds
PAGE 38 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpat *no fee*

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosoever.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated APRIL 8th 19 85

W-M FARMS, INC.
By Wayne M. Meisinger President

STATE OF NEBRASKA, County of Cass:

Before me, a notary public qualified in said county, personally came

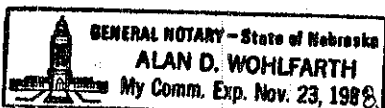
WAYNE MEISINGER

President of

W-M FARMS, INC.

, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on April 8, 1985



Alan D. Wohlfarth Notary Public.

My commission expires Nov. 23, 1988

CORPORATION QUITCLAIM DEED

The grantor The County of Cass, Nebraska,
a corporation organized and existing under and by virtue of the laws of the State of Nebraska,
in consideration of

received from grantee, does quitclaim, grant, bargain, sell, convey and confirm unto

WM Farms, Incorporated

herein called the grantee whether one or more, the following described real property in

Cass County, Nebraska:

A tract of land beginning at a point 33' West and 2,300' North of the North 1/4 Corner of Sec. 29, T12N, R13E; Thence Northwest 103.58' to a point 60' West and 2,400' North of the North 1/4 Corner of Sec. 29, T12N, R13E; Thence North 257.19' to a point 60' West and 2,657.19 Feet North of the North 1/4 Corner of Sec. 29, T12N, R13E; Thence East 27'; Thence South 357.19' to the point of beginning, all in the E 1/2 of the SW 1/4 Sec. 20, T12N, R13 E of the 6th P.M., Cass County, Nebraska, containing .19 Acres ±.

COMPARED

NEBRASKA DOCUMENTARY
STAMP TAX
APR 8 1985
\$ Exempt BY B.P.

Doc #100
FILED FOR RECORD 4-8-85 AT 8:20 A.M. IN BOOK 137 OF Deeds
PAGE 34
Betty Philpat
REGISTER OF DEEDS, CASS CO., NEBR.
no fee

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated April 2 1985

By Hilton Rogers Chairman-Board of Commissioners

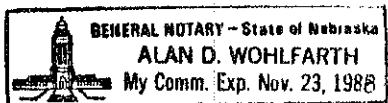
STATE OF NEBRASKA, County of Cass

Before me, a notary public qualified for said county, personally came

Hilton Rogers- Chairman, Board of Commissioners
The County of Cass

known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on April 2, 1985.



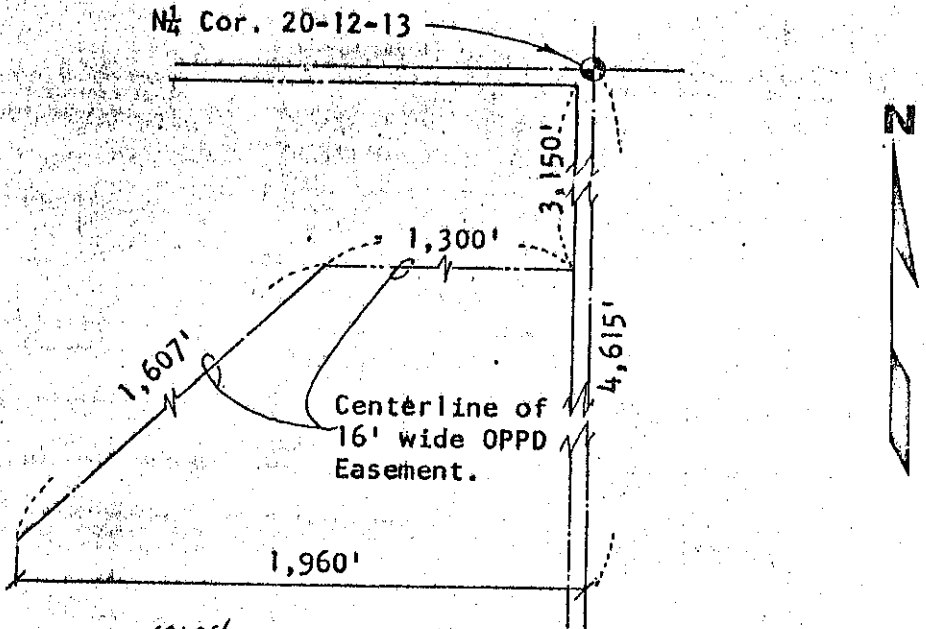
Alan D. Wohlfarth Notary Public.
My commission expires _____, 19_____

RIGHT-OF-WAY EASEMENT

I, **W-M Farms Incorporated** Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor". The Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty (20), Township Twelve (12) North, Range Thirteen (13), East of the 6th P.M., Cass County, Nebraska.

This easement cancels and supercedes that certain easement executed October 3, 1973 and recorded April 11, 1974 in Misc. Book 16 at Page 228, of the Register of Deeds office of Cass 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 OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:



COMPARED

Doc # 45
FILED FOR RECORD 10-5-1976 AT 10:04 A.M. IN BOOK 19 OF Misc
PAGE 45 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot \$ 3.25

- 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 its/their 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 this 7 day of July, 1976.

ATTEST:
Robert J. Ewert
Secretary

W-M FARMS INCORPORATED
Wayne Meisinger
President

STATE OF Nebraska
COUNTY OF Cass
On this 7 day of July, 1976,
before me the undersigned, a Notary Public in and for said
County, personally came Wayne Meisinger

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared _____

President of W-M Farms Incorporated
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 his voluntary act and deed for the purpose
therein expressed.

personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be _____ voluntary act and deed for
the purpose therein expressed.

ROBERT G. BRINK
GENERAL NOTARY - State of Nebr.
My Commission Expires
WITNESSED by my hand and seal this 7th day of July, 1976 at Plattsmouth in
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

Roger G. Brink
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: _____
Distribution Engineer M Date 8/13/76; Land Rights and Services
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 20 Township 12 North, Range 13 East Salesman Cope Engineer Edwards Est. # _____ N.O. # _____

My Commission expires: _____
Date 8/16/76