

Abstract Copies
Complete Background?

No. 20 : Nebraska Power Company : Easement Contract
By: Roy Paige,
Book 96 : Vice Pres. & General Manager : Dated June 25, 1931
(Corporate Seal)
Page 383 : : Recorded Sept. 21, 1931
To
:
: Josephine P. Brisbin and
: John B. Brisbin :

This indenture made this 25th day of June, 1931, by and between Nebraska Power Company, a Corporation, hereinafter called The Company, and Josephine P. Brisbin and John B. Brisbin, Wife and Husband, in the County of Douglas, State of Nebraska, hereinafter called Grantor.

WITNESSETH that and in consideration of \$5.00 receipt of which is hereby acknowledged by the grantor and that further payment of the sum to make a total payment of \$50.00 per tower for each and every tower (if towers are used) or that further payment of the sum to make a total payment of \$20.00 per pole for each and every pole (if poles are used) set on the following described property, said sums to be paid as hereinafter provided, and mutual covenants and agreements herein contained, the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and clear right-of-way to construct, operate and maintain without interference from buildings, its towers and/or poles, electric transmission lines, wires, guys and other fixtures and appliances over, upon, along and above the following described property situate in Douglas County, State of Nebraska, to-wit: The North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 and that part of the South 1/2 of the Northeast 1/4 lying South of Railroad Right-of-Way all in Section 19, and that part of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter lying South of the Railroad Right-of-Way and East of the Public Highway, and that part of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter lying South of the Railroad Right-of-Way, all in Section 20, this land is all in Township 16 North, Range 13, East of the 6th P. M. The electric transmission lines shall be built as follows: If wood poles are used the lines shall be built up double pole construction, commonly called "H" frame construction with a spacing between structures generally and approximately 600 feet and not less than 300 feet. The poles of the individual "H" frame shall be set on 10 feet centers with one pole five feet South of and one pole five feet North of East and West center line of aforementioned sections 19 and 20. Or if towers are used, the line shall be built of steel structures with a spacing between structures generally approximately 700 feet and not less than 300 feet. The center of each tower shall be located on the East and West center line of aforementioned section line of 19 and 20.

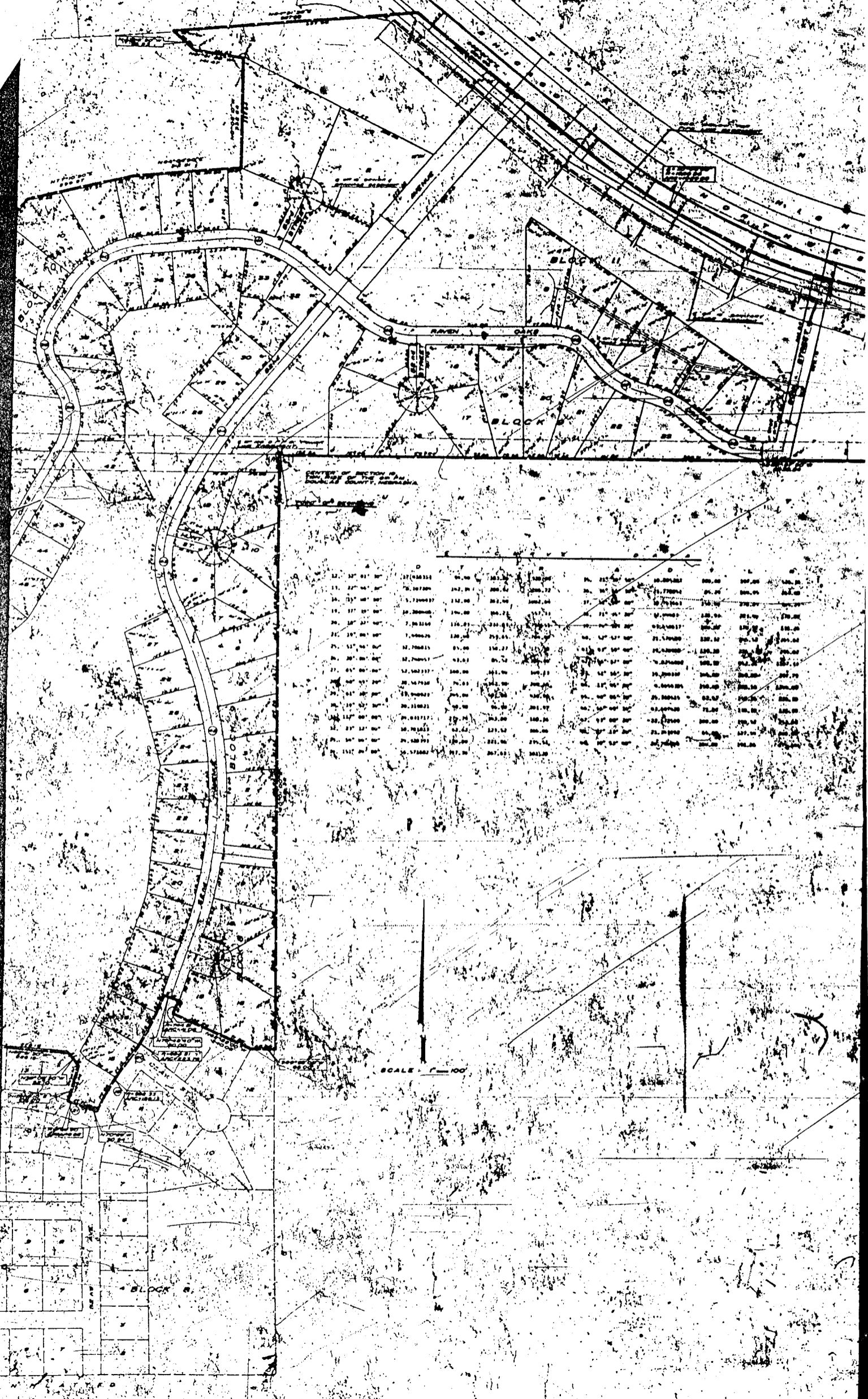
If wood poles are used, the Company shall have the right, privilege, easement and authority to remove said wood poles and to construct towers in their stead after making the necessary initial payment to make a total payment of \$50.00 per tower as provided above. In consideration of a further payment of \$5.00 per tower if towers are used, to be made prior to construction of the transmission line, the Grantor, his heirs, lessees, successors and assigns agree to keep the weeds out under and around towers each year. The Company shall have the right to construct, operate and maintain their structures on the above described property of Section 20, so that the center of each tower shall be located on a line 107 feet North of East and West center line of said Section 20, the Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within 25 feet of the Company's lines and to cut down or trim trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse and debris resulting from such tree trimming shall be disposed of in the following manner, to-wit: Cut all wood into approximately 12 foot lengths and pole along the fence line. Burn all the brush. The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the grantor and the Company agrees to indemnify and save harmless the grantor from any and all such damage and loss arising or occurring in the two such properties solely by reason of the construction, operation and maintenance of said transmission lines. The Company agrees that should the construction lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate and this contract shall be of no further force and effect against the property hereinabove described. It is expressly agreed that in the event the Company is unable to obtain a right-of-way by purchase, easement or otherwise over and across all of the intervening property commencing at the West Quarter Corner of Section 21-16-12 and ending at the East Quarter Corner of 19-16-13, so as to construct its towers and/or poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the grantor in writing of its inability to obtain this said right-of-way and upon such receipt of notice in writing of the Company by the grantor, this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the grantor. In the event the Company is able to obtain all the right-of-way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, towers and/or poles, wires, guys, supports, and other fixtures and appliances on the premises herein described.

One witness. The foregoing easement agreed to by the Trustees of the James Monroe Parker, Estate.

J. B. Richardson, Trustee
John B. Brisbin, Trustee
William H. Heuer, Trustee,
Mortgagees

Acknowledged June 25, 1931 by Josephine P. Brisbin and John B. Brisbin, before A. W. Berry, Notary Public, Douglas County, Nebraska,
seal. Commission expires May 7, 1937.

SECTION OF THE PLAN OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LAYOUT OF THE RAVEN OAKS SUBDIVISION, AS APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF CHICAGO, ILLINOIS, ON APRIL 2, 1908.



CENTER OF SECTION 36
 TOWNSHIP 37 N. R. 12 E. S. 36
 COUNTY OF COOK, ILLINOIS.

Lot	Bearing	Distance	Area	Area	Area	Area	Area	Area
12	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
13	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
14	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
15	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
16	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
17	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
18	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
19	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
20	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
21	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
22	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
23	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
24	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
25	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
26	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
27	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
28	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
29	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
30	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
31	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
32	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
33	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
34	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
35	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
36	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
37	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
38	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
39	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
40	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
41	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
42	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
43	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
44	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
45	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
46	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
47	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
48	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
49	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00
50	S 71° 01' 00" W	17.000000	100.00	100.00	100.00	100.00	100.00	100.00

SCALE 1" = 100'

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DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we Timberline Cooperative Association Trustee (a Nebraska Corporation) owner and George A. Petersen and Alice G. Petersen, husband & wife, mortgagees, being respectively, the sole owner & mortgage holders of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots, blocks and streets, to be numbered and named as shown, said subdivision to be hereafter known as RAVEN OAKS and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets and easements as shown on this plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, upon or under a 5 foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision) said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however that said side lot line easement is granted upon the specific condition that if both said utility companies fail to construct poles, wires or conduits along any of said side lot lines within 36 months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

Timberline Cooperative Association

By: Joseph S. Grabow, Pres.

Attest: Louis A. Seminara, Sec.

George A. Petersen

Alice G. Petersen

Endorsed thereon is the following petition to the City Council of Omaha, Nebraska, to vacate that part of County Road 211D (also known as Sheffield Street, 54th Avenue and Potter Street) described as follows: Beginning at a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 30, Township 16 North, Range 13 East of the 6th P. M., in Douglas County, Nebraska, 25.00 feet North 00° 02' 00" West of the Southwest Corner of said NE¼ of the NW¼ of Sec. 30; thence South 89° 58' 35" East, 516.82 ft.; thence South 26° 01' 45" East, 736.98 ft.; thence South 89° 55' 45" East, 516.31 feet to a point on the Westerly curved Right-of-Way line of Mormon Bridge Road; thence Northeasterly on a curve to the right along said Westerly curved Right-of-Way line of Mormon Bridge Road (radius being 1587.49 ft) for an arc distance of 9.01 ft.; thence North 89° 55' 45" West, 515.81 feet; thence North 26° 01' 45" West, 736.97 feet; thence North 89° 58' 35" West, 521.82 feet; thence South 00° 02' 00" East 8.00 feet to the point of beginning. (The West line of said Northeast Quarter of the Northwest Quarter of Sec. 30 assumed North 00° 02' 00" West in direction)

No witness. Acknowledged June 22, 1965 by Timberline Cooperative Association in due corporate form before George D. Goos, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Oct. 14, 1966.

No witness. Acknowledged June 17, 1965 by George A. Petersen and Alice G. Petersen, husband and wife, before W. C. Nelson, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Dec. 16, 1966.

No. 71	:	Timberline Cooperative Association	:	Protective Covenants and Restrictions
Book 434	:		:	Dated Dec. 24, 1965
Page 429	:	To	:	Recorded Febr. 22, 1966
	:	Whom It May Concern.	:	
	:		:	

The Timberline Cooperative Association, a Nebraska Corporation, as Trustee and owner of all lots in Raven Oaks, a Subdivision in Douglas Co., Nebraska, except Lot 9 in Block 11, Lot 3, in Block 10 and all of Block 12 and Block 13, does hereby state, publish and declare that all said lots owned by the Association, are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below:

1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until Jan. 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of then owners of the lots, it is agreed to change said covenants in whole or in part.

2) If the owner of any lot or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot involved herein to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or court order shall way effect any of the other provisions, which shall remain in full force and effect.

3) Lot 36 in Block 2 shall be used for school purposes including all relating activities; Lots 29 and 44 in Block 2; Lot 27 in Block 10; Lots 43 and 60 in Block 7; Lot 13 in Block 9 and Lot 1, in Block 8; Lot "A" and Lots 16 through 19 inclusive in Block 14, may be used for park and recreational purposes.

All the remaining lots now owned by the Association, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, shall be known and described as residential lots and all dwellings constructed on them shall be single family dwellings and said structures are not to exceed two stories in height and shall have a minimum of double side by side attached or double side by side under house or double side by side detached garages.

4) No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot on the aforesaid lots until complete plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Committee of Timberline Cooperative Association as to use, conformity and harmony of external design with existing structures, topography and finished ground elevation.

5) That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood. Outside trash containers

are prohibited and outside burning of trash of any kind is prohibited.

6) No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7) Dwellings shall be restricted to the following minimum square foot ground floor areas (exclusive of garages, breezeways, porches and basements)

(a) 1,200 square feet ground floor area for all lots in Blocks 14, 15, 16, unless used for recreational purposes as provided herein.

(b) 1,350 square feet for all the remaining lots, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, unless for recreational purposes as provided herein.

(c) For all two story cape cod type buildings and all other two story type dwellings on all lots in subdivision a minimum of 2,000 square feet, exclusive of basement, with a ground level minimum of 1,000 square feet.

8) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front and side elevations, with brick or stone or any other product approved by the Architectural Committee.

All chimneys must be of masonry materials and shall be faced or veneered with brick or stone or any other product approved by the Architectural Committee.

9) After commencement of construction, the dwelling shall be completed as soon as practicable and the lot upon which said dwelling is built shall be graded and seeded or sodded.

10) Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited.

11) No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of the Architectural Committee.

12) All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner.

13) Sidewalks will be constructed at the same time of the building of the improvement and shall be four feet wide and shall be set in four feet back of the curb.

14) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

15) No sign, billboard or other structure for advertising or the display of advertising material or any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business or trade or profession therein, without the permission in writing of the Board of Directors of the Timberline Cooperative Association.

16) Any grade change exceeding 18 inches must have the approval of the Architectural Committee.

17) With the prior approval of the Architectural Committee of the Association, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure release from the established zoning requirements.

However, the Architectural Committee shall not have the right to approve a request for rezoning of any lot in this area.

18) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Co., their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, upon and under a five foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision). Said license being granted for the use and benefit of all present and future owners of lots in said subdivision provided, however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within 36 months of the date hereof or if any poles or wires are constructed but hereinafter removed without replacement within 60 days after their removal then this said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

19) A perpetual license and easement is hereby reserved in favor of and granted to the owners, their successors and assigns of Lots 4 through 11, inclusive Lots 13 through 20 and Lot 33, all in Block 10, for the construction and maintenance of a private driveway or roadway and walkways over and upon portions of said lots, for the purpose of ingress, egress and access to each of said Lot.

Timberline Cooperative Association, Trustee
By: Joseph S. Grabow, President
Attest: Lou A. Seminara, Secretary
(Corporate Seal)

No Witness. Acknowledged Dec. 24, 1965 by said President in due corporate form before George D. Goos, Notary Public, Douglas County, Nebraska, with seal. Commission expires Oct. 14, 1966.

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