

D-195

~~2-195~~  
COPY

CONVENANTS AND RESTRICTIONS

WHEREAS Beaver Lake Corporation, a Nebraska Corporation, is owner in fee simple or has option to purchase property located in Cass County, Nebraska and

WHEREAS it is the intention of Beaver Lake Corporation that said property shall be developed as a restricted residential-recreation area,

NOW THEREFORE, the undersigned Beaver Lake Corporation causes the following Declaration of Protective Covenants and Restrictions which shall run with the land and be binding on all persons by, through or under it unless amended or modified as hereinafter provided:

DEFINITIONS

Wherever the word "seller" is used herein it shall be construed to mean Beaver Lake Corporation, its successors and assigns and to include Beaver Lake Association which is a corporation to be formed by the Beaver Lake Corporation or with its consent and approval, and its successors and assigns. "Purchaser" shall be construed to mean all persons referred to as purchaser and their respective heirs, legal representatives, successors, assigns and survivors, Singular pronouns shall be construed to include the plural and masculine pronouns shall be construed to include the feminine or neuter gender, as the case may be.

The Seller may from time to time assign to Beaver Lake Association one or more or all or the rights, privileges, duties and obligations it holds pursuant to and under the terms of the following covenants and restrictions, and upon such assignment said Beaver Lake Association shall thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in Seller.

The following restrictive covenants and conditions shall be applicable to and binding upon the lots and parcels of land shown on plats of Beaver Lake Sub-Division recorded or to be recorded in the Recorder's Office of Cass County, Nebraska, Except that the Seller may from time to time set aside certain unplatted areas for special useage or future development which areas may contain special restrictions and/or covenants.

UTILITY COVENANT

The Seller agrees to install or cause to be installed, sewer collection lines and water distribution lines to serve the certain lot or lots as enumerated on the face of this agreement, and to construct such necessary installations and/or plants in connection therewith as are acceptable to and approved by proper governmental authorities, The sewer fee is \$900.00 per lot as shown on the face of this agreement shall be the only charge for the installation of such sewer facilities and shall include a connection to the individual lot line. It is further agreed however, that in the future should authorized governmental agencies require tertiary treatment, or other facilities, beyond those designed for the system under present State regulations, the Purchaser will pay his pro-rata share of the cost. The Seller has agreed with the Beaver Lake Association to sell to the Association the water treatment plant and facilities and all distribution lines throughout the property at cost.

RESTRICTIONS

1. The lots shall be used exclusively for residential purposes, except those lots designated as business, commercial, or "special use" areas on the plats aforementioned. No Purchaser may sub-divide a recorded lot. Special restrictions and conditions shall apply on lots designated for multiple dwellings, business and shall apply on lots designated for multiple dwellings, business and commercial and shall be set forth on recorded plats of such lots.

2. All building plans and type of materials must be approved by Seller and must comply with any existing local building codes in force at the time of construction.

3. Not more than one single family dwelling may be erected or constructed on any one lot, except for those lots so designated. No building may be erected on any lot prior to the erection of a dwelling, except a tool shed or boat house may be constructed upon receiving written permission and conditions from the Seller. No accessory or temporary building, or basement, shall be used or occupied as living quarters. No unpainted exteriors shall be permanent sub-flooring for more than three weeks. The exteriors of all buildings must be completed within six (6) months from the date construction commences. Open pier foundation type construction shall not be permitted without prior permission and written plan approval of Seller.

4. No dwelling shall be constructed with less than the minimum ground or first floor living space (exclusive of porch area) indicated by the letter symbol set forth on each lot on the plat or plats of Beaver Lake Subdivision. The letter symbol "A" shall indicate 1200 square feet; "B" shall indicate 1040 square feet; "C" shall indicate 880 square feet; and the minimum for lots bearing symbol "D" and "Special Use" lots shall be determined by Seller and such minimums shall be set forth on recorded plats. Seller may in writing waive the prescribed minimum in situations where such waiver will enhance the beauty of the development or where adherence would cause undue hardship to the Purchaser. Mobile Homes will be permitted only in areas designated for such use and must comply with local zoning ordinances and subdivision regulations. Minimum requirements are 400 square feet living area. All units must be skirted within 90 days after placing. Picture of mobile unit, plot plan showing location on lot must be submitted to seller for approval before installation.

5. Unless Seller shall give permission in writing, no part of any building shall be on any lots: (a) within 30 feet of the frontage road right of way; (b) within 10 feet of the side boundary of any contiguous lots; (c) within 30 feet of any rear lot line, or within 50 feet from any normal water line as indicated on plats of Beaver Lake Subdivision, whichever is greater, however, all conditions must comply with the Zoning Regulations of Cass County, Nebraska as applied to "R" Residential regulations.

6. Outside toilets are prohibited. No waste, refuse or litter shall be permitted to enter any water impounded in the subdivision, and no individual drain field or other disposal system shall be allowed within 50 feet of the normal water line thereof. All plumbing facilities installed shall be required to be connected to central water and sewer systems

7. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and Seller shall determine what constitutes noxious or offensive activity, and said determination shall be complete and final. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No pet shall be permitted to run loose. No for sale signs shall be permitted and no other signs may be displayed without written permission of Seller, and size of all signs may be regulated by Seller.

8. All lots, and ditches between lot and shoulder of road, must be maintained by Purchaser in a tidy and satisfactory manner, and should said property not be properly maintained, Seller may provide such maintenance as it deems necessary and Pruchaser agrees that costs for some will be paid by him upon billing by Seller. Installation of all culverts must be approved by Seller.

9. No boat docks, floats, or other structures shall be constructed or maintained in or on the lake without written permission of Seller. Use of the lake shall be subject to the rules and regulations of Beaver Lake Association. Seller reserves the use of the lake and other facilities for its corporate purposes without limitation.

10. Seller reserves for itself, and its licensees, perpetual easements 20 feet wide along the entire shore line of the lake; 15 feet wide along both sides of all road rights of way; and 10 feet wide along the side and rear lines of each lot, together with the right of ingress and egress for the purpose of installing, operating and maintaining all types of utilities, drainage ditches and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for the above purposes. The person owning more than one lot may build on any such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes. No lot owner shall have any cause of action against Seller or its licensees at law or in equity arising out of the use of said easement except for gross negligence.

11. Lots adjacent to the lake are bounded on the lake side by the countour line that is 1050 feet above sea level. All riparian rights or rights to use the lake are expressly reserved to Seller. The use of the lake is a privilege to which the Purchaser shall be entitled on by obtaining and maintaining membership in the Association in good standing. No rights to the use of the lake or any other facilities of the subdivision shall be transferred by conveyance of any lot except that nothing herein contained shall prohibit any lot owner's right of ingress and egress over the roads to his lot.

12. These covenants and restrictions run with the land and in the event of a violation, the Seller or the owner of any lot may prosecute any action at law or in equity to recover damages therefor or to enjoin such violation. The owner of any lot hereby agrees that in theevent of a violation of any covenant and restriction contained herein, that the legal remedy may be inadequate and that an injunction may issue against the lot owner, without notice and without bond to enjoin such violation.

13. The restrictions and conditions contained herein may be amended or revoked in whole or in part by Seller in the following manner: A notice, setting forth the intended amendment or revocation, shall be published once each week for three successive weeks in a newspaper or general circulation in Cass County. If Seller shall not have received objection to the proposed amendment or revocation in writing, signed by more than fifty (50) percent of the lot owners of record, within thirty (30) days after the date of first publication, Seller may adopt such amendment or revocation and record same in the Cass County Recorder's Office, whereupon the same shall become effective. No amendment or revocation, however, shall be made of the restrictions in No.10 or restrictions in No.1. Any invalidation of any one of these covenants and restrictions shall in no way affect any otherof the provisions therof, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF said Beaver Lake Corporation does cause these presence to be executed this 23 day of October, 1970

BEAVER LAKE CORPORATION

(seal)

By Ray Melton  
Ray Melton, Chairman of the Board

Attest:  
Assistant: Marvin Miller  
Secretary

STATE OF NEBRASKA )  
                          ) ss  
county of cass        0

Before me, a Notary Public, qualified in said county, personally come Ray Melton, Chariman of the Board of Beaver Lake Corporation, known to me to be the Chairman of the Board 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 this 23rd day of October, 1970

Katherine I. Egenberger  
Notary Public  
My Commission Expires: August 26, 1972

(seal)

FILED IN BOOK 100-1000

MISC 15-30

Doc. # 99

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

TELEPHONE EASEMENT DEED

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of effecting the installation underground of all telephone lines in the premises below described for the beautification of the premises and benefit of each property owner therein, BEAVER LAKE CORP. (hereinafter sometimes called "Owner"), owner and developer of the following subdivision or addition: BEAVER LAKE PLATS #1 through 6, inclusive; 8 through 16, inclusive; 20; 21; 22 and 24 (such subdivision or addition hereinafter sometimes called the "premises"), does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY (hereinafter sometimes called "The Telephone Company") easements and rights of access on, across and below the premises, described and conditioned as follows:

1. A nonexclusive permanent easement for the purpose of installing, repairing, maintaining, replacing and removing underground main telephone distribution feeder cable, together with aboveground service pedestals and other appurtenant underground and aboveground facilities and equipment to be located in the utility easement space shown on the plat of the premises recorded in the office of the Register of Deeds of Cass County, Nebraska, together with rights of reasonable access to and across the premises to carry out the purposes of the easement herein granted.

In the event it becomes necessary to repair, replace or remove all or any portion of said underground main telephone distribution feeder cable or appurtenant facilities and equipment, any damage to fences, walls, trees, shrubs or other planting in the easement space caused by such repair, replacement or removal shall not be the responsibility of The Telephone Company and shall be borne by Owner or his assigns.

2. It is understood and agreed by the parties and is a condition of the acceptance by The Telephone Company of the easement described in Paragraph 1 above as follows:

That prior to and as a prerequisite of The Telephone Company excavation for and installation of such main telephone distribution feeder cable, Owner shall establish all final grades, plus or minus one (1) foot, along the route of said main feeder cable as designated by The Telephone Company, shall have all lot corners adjacent to said route clearly staked, and shall notify The Telephone Company in writing the date for paving or other hard surfacing in the premises

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

that will extend over said route as far as reasonably possible in advance of the construction of the paving or other hard surfacing, but in no event less than one (1) week prior thereto. In the event such notification is not given as above provided Owner shall pay to The Telephone Company any additional expenses incurred for crossing hard surfaced areas over and above normal expenses.

3. It is understood and agreed by the parties and is a condition of the acceptance by The Telephone Company of the easements described in Paragraph 3 above that prior to and as a prerequisite of The Telephone Company's furnishing telephone service to any residence or other building constructed on the premises, Owner shall do the following:
  - (a) The then lot owner shall excavate or cause to be excavated, a trench for the installation by The Telephone Company of underground telephone service cable and appurtenant facilities connecting said main telephone distribution feeder cable to any residence or other building which is to receive telephone service, which trench will be excavated along a route designated by The Telephone Company and shall be constructed and maintained in a manner suitable for such installation;
  - (b) All final grades, plus or minus one (1) foot, shall be established by the then lot owner along the route of the underground service facilities trench prior to the installation of the telephone service facilities; Owner shall give The Telephone Company at least twenty-four (24) hours' notice of the time and place of any trench excavation.
4. It is further understood and agreed that this Easement Deed is not to be interpreted or construed to prevent or restrict the use of the easements herein granted for above-ground distribution facilities and equipment where, in the opinion of The Telephone Company, aboveground facilities and equipment are the most practicable way of providing telephone service to the premises or any part thereof.
5. The rights and easements granted herein shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and the rights and easements granted herein shall be perpetual and shall run with the land constituting the premises and the lots into which the premises are divided.

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

5. (Continued)

The rights and obligations of Owner shall inure to the benefit of and be binding upon any owner of any lot or larger part of the premises, including the Owner herein, only while he or it owns such lot or larger part of the premises and only to the extent such lot or larger part of the premises is affected by any right and easement granted herein.

IN WITNESS WHEREOF we have executed these presents on this 15 day of January, 1973.

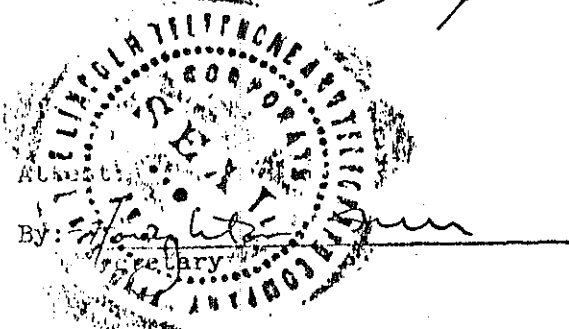
Beaver Lake Corp.  
Owner

By: Bennett F. Gorman Pres  
Title:

THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY

By: [Signature]  
Vice President

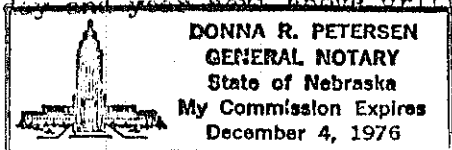
Barbara Slaughter Secy



STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS,

On this 15th day of January, 1973, before me, the undersigned, a Notary Public in and for said County, personally came Bennett F. Gorman, President; and Barbara Slaughter, Secretary, of Beaver Lake Corp., a Corporation, to me personally known to be such officer and the identical person whose name is affixed to the above easement deed 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 the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha on the 15th day and year next above written.



Donna R. Petersen  
Notary Public

My Commission expires:

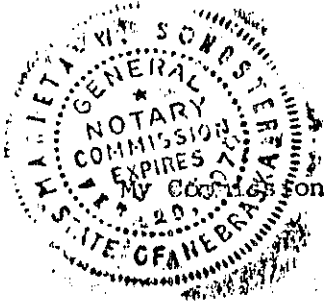
8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF LANCASTER)

On this 2nd day of November, 1972, before me, the undersigned, a Notary Public in and for said County, personally came Tyler Ryan, Vice President, of THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a Corporation, to me personally known to be such officer and the identical person whose name is affixed to the above easement deed and acknowledged the execution thereof to be this voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln on the day and year next above written.

Marietta M. Sougter  
Notary Public



My commission expires: February 28, 1974.

2-20-73 8:45  
FILED FOR RECORD. 11:40 A.M. IN BOOK 157 OF Miss  
PAGE 30 REGISTER OF DEEDS, CASS CO., NEBR.

Fee \$ 88.75

COMPARLED

Billy P. Simpson

Dec. 99

30027-Resfile & Company, Inc., Omaha

FLEXIBLE IMAGE  
11. Deeds, Mortgages, Etc. & Co.  
11. Deeds, Mortgages, Etc. & Co.

PLAT  
Francis L. Rotter, Surveyor  
To:  
Public

COMPARED

Filed: 3 December 1970  
Betty Philpot, Register of Deeds  
\$ 11.25

(PLAT FILED IN PLAT BOOK NO. 6, PAGE 55 & 56)

BEAVER LAKE - PLAT I  
BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 13 EAST,  
AND OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 14 EAST  
6TH PRINCIPAL MERIDIAN  
CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUBDIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREE FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE LETTER SUFFIX "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOOTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE LETTER SUFFIX "D" OR "SPECIAL USE".
5. LOTS MARKED R.L. 1, 2, 3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.
6. WE, THE OWNERS, HEREBY EXCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.
7. NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.
8. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Kenneth F Gorman

Leo Joseph

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )

County Clerk's  
Book  
"D"  
(not B) 05-09-95

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREON IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION. ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

PRESIDENT Kenneth F Gorman VICE PRESIDENT Leo Joseph

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )

STATE OF NEBRASKA ) S.S. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE  
COUNTY OF CASS ) BEFORE NAMED. Kenneth Gorman and Leo Joseph BEAVER LAKE CORPORATION - WHO  
ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR FREE ACT AND DEED  
INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS  
WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth, Nebraska THIS DAY OF November 20, 1970.

(DAWN SCHRYNEMAKERS )  
(GENERAL NOTARY )  
(STATE OF NEBRASKA )

Dawn Schrynemakers  
NOTARY PUBLIC

MY COMMISSION EXPIRES October 29, 1974

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATION THIS 20th DAY OF November, 1970

Francis L. Rotter  
ZONING ADMINISTRATION

LEGAL DESCRIPTION OF BEAVER LAKE PLAT I

A tract of land lying in Section 13, Township 11 North, Range 13 East and Section 18, Township 11 North, Range 14 East of the Sixth Prime Meridian, Cass County, Nebraska, and being more particularly bounded and described as follows:

Beginning at a point on the Easterly line of said Section 13, distant North 1662.64 feet from the Southeast corner of said Section 13;

BLUE BORDER  
100% LINEN REDGUM

FROM  
Ople Morris et ux  
TO  
Beaver Lake Corporation

STATE OF NEBRASKA }  
COUNTY OF Cass }  
COMPARED  
\$5.00

Entered in Numerical Index and filed for record in the office of the Register of deeds of said County the 16 day of February, 1971 at the hour of 1 o'clock and 20 minutes P. M., and duly recorded in Book 107 of Deeds on Page 363.  
Betty Philpot Register of Deeds - ~~CLARICE RYAN~~ Deputy.

Ople Morris and Ruby Morris, husband and wife, , herein called the grantor whether one or more,  
in consideration of One Dollar and Other Valuable Consideration  
received from grantee, does grant, bargain, sell, convey and confirm unto

Beaver Lake Corporation

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

County, Nebraska: O.M. R.M.

O.M. R.M.

The Northwest Quarter of the Northwest Quarter of Section 20,  
The Southeast Quarter of the Southeast Quarter of Section 18, the North 33 acres of  
the Northeast Quarter of the Northeast Quarter of Section 19, all in Township  
11 North, Range 14, East of the 6th P.M. in Cass County, Nebraska; Lot 4 in the  
Southeast Quarter of the Southwest Quarter; Lot 5 in the Northeast Quarter of the  
Southwest Quarter; Lot 14 in the Northeast Quarter of the Southeast Quarter of  
Section 13; Lot 15 in the Northwest Quarter of the Southeast Quarter and the South  
Half of the Southeast Quarter, all in Section 13, Township 11 North, Range 13, East  
of the 6th P. M. in Cass County, Nebraska, except that part of the South Half of the  
Southeast Quarter heretofore included in Lot 19 and conveyed by the grantors herein to  
the grantee herein.

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 does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized 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 whomsoever.

Dated ~~August~~ Sept. 1st 19 70

.....  
.....

Ople Morris  
Ruby Morris

NEBRASKA DOCUMENTARY  
STAMP TAX  
FEB 16 1971  
\$237.60 BY B.P.

STATE OF NEBRASKA, County of Douglas :

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

Ople Morris and Ruby Morris, husband and wife,

known to me to be the identical ~~persons~~ persons who signed the foregoing instrument and acknowledged the execution thereof to be ~~by them~~ their voluntary act and deed.

Witness my hand and notarial seal on Sept. 1st , 19 70

(CLARICE RYAN )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(JULY 9, 1972 )  
(STATE OF NEBRASKA )

Clarice Ryan Notary Public.  
My commission expires July 9 , 19 72

Blue Border  
100% LINEN LEDGER



CORPORATION WARRANTY DEED

The grantor BEAVER LAKE CORPORATION

a corporation organized and existing under and by virtue of the laws of the State of Nebraska in consideration of One (\$1.00) Dollar and other valuable consideration received from grantee, does grant, bargain, sell convey and confirm unto

BYRON DODGE, INC., a Nebraska Corporation, Trustee herein called the grantee whether one or more, the following described real property in

Cass County, Nebraska:

Those certain Lots in Beaver Lake Subdivision more specifically enumerated on Exhibit "A" attached hereto,

subject to easements, restrictions, covenants, prior liens and encumbrances and the rights of contract purchasers.

FILED FOR RECORD 11-13-75 10:36 AM IN BOOK 116 OF 117  
PAGE 295 REGISTER OF DEEDS, CASS CO., NEBR.  
Betty Phelps  
Fee \$ 52.50  
Doc # 117

NEBRASKA DOCUMENTARY STAMP TAX  
NOV 13 1975  
\$ 52.50 BY J.M.

COMPARED

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 successors and assigns forever. And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's successors and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance except as provided above and the lien of unpaid real estate taxes;

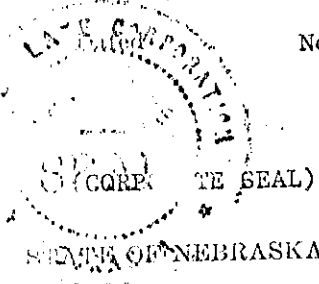
that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosoever.

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

November 10 19 75

BEAVER LAKE CORPORATION

By Robert Gerlach President



BEAVER LAKE CORPORATION, County of Douglas

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

ROBERT L. GERLACH,

President of

BEAVER LAKE CORPORATION, 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 Nov 10 1975

DALE E. JANOWSKI  
GENERAL NOTARY, State of NEBR.  
My Commission Expires July 12, 1978

Dale E. Janowski Notary Public  
My commission expires 7-12 1976

2 - Special Usage, Plat #20  
3C- Special Usage, Plat #20  
4 - Special Usage, Plat #21  
6 - Special Usage, Plat #20  
7C  
8C  
9C  
10C  
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13C  
14C  
16C  
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195M	274M	356B	476A	553C
197M	275	357B	478A	555C
201M	276M	358B	479A	556C
202M	277	359C	483A	557C
203M	278M	360B	484A	559C
204M	279M	361B	485A	560C
206M	280M	365	486A	561C
207M	281M	367B	489	562C
208A	282M	368B	490C	563C
210M	283M	369B	491C	565C
212M	284M	370B	492C	567C
214M	285	371B	493C	568C
215M	287M	374B	494C	570
217M	288M	375B	495C	572C
218	289	376B	496C	573C
219	291M	377	497C	574C
220M	295M	380C	498C	575C
221	296	382C	499C	577C
223	297	383C	500	578C
224	299	384C	501C	579C
225B	301M	387C	503	580C
226M	302M	389C	504	581C
227M	303M	392C	505C	583C
229M	304	393C	507C	584C
231	306M	394C	508C	586B
232	307	396C	509C	588C
233	308	397C	511	589C
234	309	398B	512C	590
235	311M	399B	513C	591C
239	312M	400B	514	592C
240	315M	413C	515C	593C
242	316M	414C	517C	596C
243	317M	427C	519	597C
245	319M	428B	520C	598C
246M	320M	429C	522C	599C
247	322C	431C	523C	602
248	324M	432C	524	603C
249	325	436B	526C	605C
251M	326	437A	527C	606
252M	328	439A	528C	608
253M	333A	440A	530C	609C
254M	334A	441A	533C	610C
256M	336	450B	536	612B
257M	337A	455	537	613B
258	339A	457B	538C	614B
261M	340A	458B	540C	615C
262M	343A	464A	541C	616A
264M	346A	465A	542	617A
265M	347A	466A	543C	619A
266M	350C	467A	544	620A
268M	351B	468A	547C	622A
270M	352C	469A	548C	623A
271M	353	470A	549C	624A
272M	354	471A	550C	625A
273M	355B	472A	551C	626A
		473A	552C	627A

628A	728C	846C	937	1032B
629	729C	847C	938A	1036A
631	734A	850C	940A	1037A
632A	735A	851C	941A	1038A
633A	736	852C	944A	1039A
634	737	856	946A	1041
636A	738	858	948	1042
637A	740	862C	950A	1044A
644	742A	863C	951A	1045A
645A	743A	866C	952A	1046A
646A	744A	870C	953A	1048A
647	745A	871C	954A	1057
648A	747	873C	957A	1061A
649A	749B	874C	958A	1064B
652A	751B	875	960A	1065B
654A	752B	876C	961A	1067C
655A	754C	877C	962	1068C
657A	755C	878C	963A	1069A
661	756C	880C	966A	1070A
662A	758C	884C	971C	1073
663B	759C	889	974C	1074A
664B	760B	890	977C	1075A
666B	761B	892B	982C	1076A
668B	762A	893B	983C	1077A
669B	763A	894B	984C	1078A
673C	765A	895B	987C	1079A
676C	766A	896B	988C	1081
677C	770A	898B	990C	1084B
678B	771A	899B	991C	1085B
679B	773A	900C	992A	1086B
683	774A	902C	993B	1087B
684B	775A	903C	995C	1088B
685B	776A	904B	999C	1090B
686C	777	907A	1000C	1091B
687B	778	908A	1005B	1093B
688B	781C	909A	1006B	1094B
690C	783	910	1007B	1095B
692C	784C	911	1008B	1097C
693B	785C	912A	1009B	1098C
694C	788C	913A	1010B	1099C
696B	789	914A	1011B	1101C
701B	795B	916	1012B	1102C
702B	798C	918B	1013B	1103C
703B	799C	919C	1014B	1104C
706B	800C	921C	1016B	1110C
708B	801C	922C	1017B	1112
709B	802C	923C	1018B	1117C
710B	803C	924	1019B	1118C
711C	813	925B	1020B	1119C
712C	824C	929B	1021B	1120
714	826C	930B	1022B	1123C
715B	829C	931B	1023B	1128C
717	830	932B	1025B	1129C
718A	833C	933B	1026B	1130C
720A	838C	934B	1028B	1134C
722A	844	935B	1029B	1136C
726C	845C	936B	1031B	1138C

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1803A

1811	2102A, Plat #17
1820C	2103A, Plat #17
1823	2104A, Plat #17
1831C	2105B
1832	2106
1837	2107C
1838	2118
1840	2119
1843	
1847C	
1855A	
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1869A	
1870A	
1873A	
1874A	
1876A	
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1878A	
1879B	
1880A	
1881A	
1882A, Plat #20	
1900C	
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1905C	
1906C	
1907C	
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1950C	
1951C	
2055C	
2056C	
2084C	
2093B	
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2100A, Plat #17	
2201A, Plat #17	

of said E $\frac{1}{2}$  of Section 13; provided however the grantor may, when the E $\frac{1}{2}$  of Section 13 is platted as a part of Beaver Lake Sub-division, define the herein granted easement to platted roads within said Sub-division. It being the intention of the parties that the easement shall provide a roadway to the east line of the property herein conveyed across Beaver Lake Sub-division which will permit access to the public roads on either the north or south line of the E $\frac{1}{2}$  of said Section 13.

NEBRASKA DOCUMENTARY  
STAMP TAX  
APR 16 1971  
\$ 176.<sup>00</sup> BY J.W.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And grantor for itself and its successors does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from encumbrance except easements of record.

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 whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

In witness where, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Chairman of the Board of Directors.

Dated April 15, 1971.

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )

BEAVER LAKE CORPORATION  
By Ray Melton  
Chairman of the Board

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

Before me, a notary public qualified for said county, personally came Ray Melton, Chairman of the Board of Directors of Beaver Lake Corporation, known personally to me to be the Chairman 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 the corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on April 15, 1971.

(KATHERINE I. EGENBERGER )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(AUG. 26, 1972 )  
(STATE OF NEBRASKA )

Katherine I. Egenberger  
Notary Public

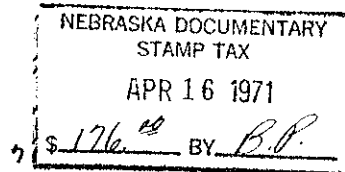
\*\*\*\*\*  
WARRANTY DEED  
Howard E. Wiles et al  
To:  
Beaver Lake Corporation  
100-249  
COMPARED  
Filed: 16 April 1971 at: 1:50 P.M.  
Betty Philpot, Register of Deeds  
\$ 6.75  
\*\*\*\*\*  
WARRANTY DEED

Howard E. Wiles and Katherine M. Wiles, herein called the grantors, in consideration of an exchange of properties and the covenants of the grantee herein contained does grant, bargain, sell,

BLUE BOOKER  
100% LINEN LEDGER

convey and confirm unto Beaver Lake Corporation, a Nebraska corporation, herein called the grantee, the following described real property in Cass County, Nebraska:

The West Half of the Northwest Quarter of Section 17, Township 11 North, Range 14 East; and the Northeast Quarter of the Northeast Quarter of Section 18, Township 11 North, Range 14 East; and Lot 5 in the Southeast Quarter of the Northeast Quarter of Section 18, Township 11 North, Range 14 East, containing 121 acres, more or less; excepting therefrom Lot 13 in the Southwest Quarter of the Northwest Quarter of Section 17, Township 11 North, Range 14 East of the 6th P.M., said excepted parcel containing 2½ acres, more or less.



Grantors reserve unto themselves all minerals, mineral deposits, oils and gases of every kind and nature in or upon said lands, except on such portion thereof as would affect a proposed dam, and except clay, dirt, rock and other materials required for construction thereof.

The property herein described is included within the boundary survey of Beaver Lake as recorded in the office of the Register of Deeds, Cass County, Nebraska, and it is the intention of the parties hereto that Lot 13 in the Southwest Quarter of the Northwest Quarter of Section 17 shall be included within the partial platting of Beaver Lake Subdivision to be filed by the grantee. It being expressly agreed that said 2½ acres shall bear a lot number (or lot numbers if subdivided by grantors) within said Subdivision, and all covenants and restrictions applying to said Subdivision shall apply to said 2½ acre tract, including right to membership in Beaver Lake Association under the same terms and conditions applicable to other owners therein, and access to Beaver Lake, which membership is a personal right to the grantors only and is not a covenant which runs with the land. Any subsequent owner shall have right to apply for membership in Beaver Lake Association under the same terms and conditions available to other owners in said Subdivision, which membership shall not be withheld without good cause.

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 successors and assigns forever, subject to the above covenants.

And the grantors do hereby covenant with the grantee and with grantee's successors and assigns that grantors are lawfully seized of said premises; that they are free from encumbrance, except roadways and easements of record, and the herein contained covenants relating to platting and occupancy of the excepted premises.

That grantors have good right and lawful authority to convey the same; and that grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated April 15, 1971.

Howard E. Wiles

Katherine M. Wiles



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF CASS )

Before me, a notary public qualified for said county, personally came Howard E. Wiles and Katherine M. Wiles, husband and wife, known to me to be the identical persons who signed the foregoing instrument as grantors and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on April 15, 1971.

Katherine I. Egenberger  
Notary Public

(KATHERINE I. EGENBERGER )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(AUG. 26. 1972 )  
(STATE OF NEBRASKA )

\*\*\*\*\*  
CEMETERY DEED  
Wabash Cemetery Association  
To:  
Regina Ortlieb  
Filed: 16 April 1971 at: 3:00 P.M.  
Betty Philpot, Register of Deeds  
\$ 4.50

COMPARED

-----  
CEMETERY DEED.

This Indenture, Made this Twenty Third day of March, in the year of our Lord, One Thousand, Nine Hundred, and Seventy One, Between the WABASH CEMETERY ASSOCIATION, of Wabash, County of Cass, State of Nebraska, party of the first part, and Regina Ortlieb of the second part:

IN CONSIDERATION of the sum of Fifty & No/100-----DOLLARS paid into the said WABASH CEMETERY ASSOCIATION by the said party of the second part, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said party of the second part, and to Her heirs and assigns forever, Lot No 24 The South (1/2) of the So. (1/2) in Block No. Four in the Wabash Cemetery, for burial purposes, and none other.

This conveyance is made subject to the Rules and Regulations of said Cemetery, now passed, or which may be hereafter passed by the Board of Trustees of said Cemetery, and the said party of the second part hereby agrees to and with the said party of the first part to conform to and comply with all such rules and regulations.

This Conveyance is executed by the WABASH CEMETERY ASSOCIATION, of Wabash.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed the Corporate Seal of the said Cemetery, this, the 23rd. day of March in the year of our Lord, One Thousand, Nine Hundred and Seventy One

WABASH  
CEMETERY.

NEBRASKA DOCUMENTARY  
STAMP TAX  
APR 16 1971  
\$ 4.50 BY [Signature]

W. Sherman Hardaway  
Wm. Eisele TRUSTEES.  
Myrtle M. Wood

State of Nebraska )  
 ) ss  
County of Cass )

Sworn and subscribed to before me this 23rd day of March 1971.

(EDWIN T. McHUGH )  
(GENERAL NOTARY )  
(COMMISSION 3-24-72 )  
(STATE OF NEBRASKA )  
Edwin T. McHugh  
Notary Public

\*\*\*\*\*

Blue Border  
100% LINEN BINDER

DEED RECORD NO. 106

37076 - REDFIELD & COMPANY, INC., OMAHA

And the grantor 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 whomsoever.

Dated August 10 1970

.....  
.....

Ople Morris  
Ruby Morris

STATE OF NEBRASKA, County of GASS Douglas :

Before me, a notary public qualified for said county, personally came Ople Morris and Ruby Morris, husband and wife, known to me to be the identical ~~persons~~ persons who signed the foregoing instrument and acknowledged the execution thereof to be ~~their~~ their voluntary act and deed.

Witness my hand and notarial seal ~~of~~ August 10, 1970



Clarice Ryan Notary Public.  
My commission expires July 9, 1972

(CLARICE RYAN )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(JULY 9, 1972 )  
(STATE OF NEBRASKA )

\*\*\*\*\*

WARRANTY DEED  
D. A. Farris et ux  
To:  
Beaver Lake Corporation

COMPARED

Filed 14 September 1970 at 10:55 A. M.  
Book 106 page 38  
Betty Philpot, Register of Deeds  
\$4.50

-----  
2.1-WARRANTY DEED

-----  
Felton & Wolf Company, Lincoln, Nebr.

WARRANTY DEED

D. A. Farris and Esther Farris, husband and wife, the said D. A. Farris also being known as Delmar A. Farris, herein called the grantor whether one or more, in consideration of One Dollar and Other Valuable Consideration received from grantee, does grant, bargain, sell, convey and confirm unto Beaver Lake Corporation herein called the grantee whether one or more, the following described real property in Cass County, Nebraska:

A tract of land lying in Section 18, Township 11 North, Range 14 East, in Cass County, Nebraska, and being more particularly a tract of land located in the South Half of said Section 18 bounded and described as follows:

Beginning at a point on the Westerly line of said Section 18 a distance northerly measured along said westerly line 1662.63 feet from the southwesterly corner of Section 18;

Thence northerly along said section line a distance of 990 feet more or less to the northwesterly corner of the southwesterly 1/4 section of said Section 18;

Thence easterly along the northerly line of the south half Section line of Section 18 a distance of 3937.45 feet to the northeast corner of the northwest 1/4 section of the southeast 1/4 section;

Thence Southerly along the easterly lines of the northwest 1/4 section and the southwest 1/4 section of the southeast 1/4 section of said Section 18 a distance of 2640 feet more or less to the Southeast corner of the southwest 1/4 section of the southeast 1/4 section of said Section 18;

Thence westerly along the southerly line of said Section 18 a distance of 1320 feet more or less to the southwest corner of the southeast 1/4 section of said Section 18;

Thence northerly along the westerly line of said southeast 1/4 section of Section 18 a distance of 1320 feet more or less to the northeast corner of the southeast 1/4 section of the

Blue Border  
100% LINEN LEDGER

37076-REG-15 & COMPANY, INC., OMAHA

southwest 1/4 section of Section 18;

Thence westerly along the northerly line of the southeast 1/4 section of the southwest 1/4 section of Section 18 a distance of 1320 feet more or less to the northwest corner thereof;

Thence northerly along the westerly line of the northeast 1/4 section of the southwest 1/4 section a distance of 330 feet to a point;

Thence westerly along a line parallel to and distant northerly 330 feet by rectangular measurement from the northerly line of the southwest 1/4 section of the southwest 1/4 section of said Section 18 a distance of 1320 feet more or less to the place of beginning and containing about 150 acres of land.

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 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 whomsoever.

Dated August 14 1970

D. A. Farris  
Esther Farris

NEBRASKA DOCUMENTARY  
STAMP TAX  
SEP 14 1970  
\$ 2.50 BY B.P.

STATE OF NEBRASKA, County of CASS :

Before me, a notary public qualified for said county, personally came D. A. Farris and Esther Farris, husband and wife, the said D. A. Farris also being known as Delmar A. Farris, known to me to be the identical ~~persons~~ persons who signed the foregoing instrument and acknowledged the execution thereof to be ~~their~~ their voluntary act and deed.

Witness my hand and notarial seal on August 14, 1970

(CASS COUNTY )  
(NOTARY PUBLIC )  
(NEBRASKA )

Dale Wohlfarth Notary Public.  
My commission expires 2-14, 1972

SURVIVORSHIP WARRANTY DEED  
Helen L. Lorensen  
to  
Clell Gansemer et ux

Filed 14 September, 1970 at 2:30 P.M.  
Book 106 Page 39  
Betty Philpot, Register of Deeds  
\$5.30,

SURVIVORSHIP WARRANTY DEED

Helen L. Lorensen, a single person, herein ~~called~~ called the grantor whether one or more, in consideration of Eight Thousand and no/100 ~~and no/100~~ Dollars received from grantees, does grant, bargain, sell convey and confirm unto Clell Gansemer and Dorothy J. Gansemer, husband and wife as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Cass County, Nebraska:

Lots 16, 17, 18 and 19 in Block 6, Village of Manley, Cass County, Nebraska

NEBRASKA DOCUMENTARY  
STAMP TAX  
SEP 14 1970  
\$ 8.80 BY B.P.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs

# Warranty Deed

Containing 195 Printed Words

2,1--3629G--REDFIELD & COMPANY, INC., OMAHA

FROM  
Geary R. Crom et ux  
TO  
Beaver Lake Corporation

STATE OF NEBRASKA  
COUNTY OF Cass  
\$4.25  
COMPARED

Entered in Numerical Index and filed for record in the office of the Register of deeds of said County the 17 day of September, 1970 at the hour of 4 o'clock and 17 minutes P. M., and duly recorded in Book 107 of Deeds on Page 206  
Betty Philpot Register of Deeds—~~County Clerk~~ Deputy.

Geary R. Crom and Vera L. Crom, husband and wife, , herein called the grantor whether one or more,

in consideration of One Dollar and Other Consideration received from grantee, does grant, bargain, sell, convey and confirm unto

Beaver Lake Corporation

herein called the grantee whether one or more, the following described real property in Cass County, Nebraska:

Lot 10 in the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 18, Township 11, Range 14 East of the 6th P.M. in Cass County, Nebraska as recorded in irregular tract Book 3, Page 39, Reference 190.

NEBRASKA DOCUMENTARY  
STAMP TAX  
SEP 17 1970  
\$ 1.10 BY B.P.

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 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 whomsoever.

Dated September 16 19 70

Geary R. Crom

Vera L. Crom

STATE OF NEBRASKA, County of Cass :

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

Geary R. Crom and Vera L. Crom, husband and wife,

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on September 16, 19 70

(HAROLD R. LEBENS )  
(GENERAL NOTARY )  
(STATE OF NEBRASKA)

Harold R. Lebens Notary Public.  
My commission expires May 1, 19 74

Blue Border  
100% LINEN LEDGER

a distance of 896.15 feet, thence due West a distance of 430.93 feet, thence due North a distance of 430.93 feet to a point on the North line of said Southeast Quarter, thence South 88°53'39" West along said North line of the Southeast Quarter a distance of 1537.19 feet, thence due South a distance of 638.80 feet, thence South 44°15' 37" West, a distance of 463.52 feet, thence South 89°38'00" West, a distance of 316.80 feet to a point on the West line of said Southeast Quarter, thence South 1°09'49" West, along the said West line of said Southeast Quarter a distance of 775.20 feet, thence North 74°17'02" East, a distance of 1662.83 feet, thence North 89°33'10" East, a distance of 1031.37 feet to the place of beginning, containing 69.82 acres more or less, subject to all legal highways.

Also, a tract of land in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 7, Township 11 North, Range 14 East of the 6th P.M., described as follows: Beginning at the Southeast corner of said SW¼SE¼ of Section 7, thence North 0°10'15" East, along the East line of said SW¼SE¼ a distance of 330.95 feet, thence North 89° 10'52" West, a distance of 650.00 feet, thence South 62°19'55" East, a distance of 732.73 feet to the point of beginning, containing 2.47 acres more or less.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

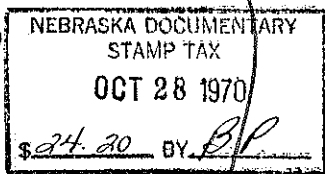
And grantor for itself and its successors does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seised of said premises; that they are free from encumbrance except easements of record, that grantor has good right 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 whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its ~~President~~ Chairman of the Board

Dated October 28, 1970

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )



BEAVER LAKE CORPORATION  
By Ray Melton ~~President~~  
Chairman of the Board

STATE OF NEBRASKA, County of Cass: 4

Before me, a notary public qualified for said county, personally came Ray Melton, Chairman of the Board ~~President~~ of Beaver Lake Corporation, a corporation, known to me to be the ~~President~~ Chairman 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 October 28, 1970

(JAMES F. BEGLEY )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(APR. 10, 1971 )  
(STATE OF NEBRASKA )

James F. Begley Notary Public.  
My commission expires Apr. 10, 1971

\*\*\*\*\*

WARRANTY DEED  
Jay M. Rainey et ux

COMPARED

Filed 28 October 1970 at 11:55 A. M.  
Book 106 page 76

Blue Border  
100% LINEN LEADER

To:  
Beaver Lake Corporation

CONFIRMED

Betty Philpot, Register of Deeds  
\$4.50  
Felton & Wolf Company, Lincoln, Nebr.

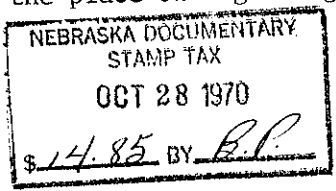
2.1-WARRANTY DEED

WARRANTY DEED

Jay M. Rainey and Maria S. Rainey (also known as Maria C. S. Rainey), husband and wife, herein called the grantor whether one or more, in consideration of exchange of property received from grantee, does grant, bargain, sell convey and confirm unto Beaver Lake Corporation herein called the grantee whether one or more, the following described real property in Cass County, Nebraska:

Lot 9 in the West Half of the Northeast Quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ) of Section 18, Township 11 North, Range 14 East of the 6th P.M., containing 22.5 acres, more or less, AND  
The South Half of the South Half of the Southeast Quarter of the Southwest Quarter ( $S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$ ) of Section 7, Township 11 North, Range 14 East, containing 10 acres more or less, AND  
The South Half of the South Half of the Southwest Quarter of the Southeast Quarter ( $S\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$ ) of Section 7, Township 11 North, Range 14 East, containing 10 acres more or less, AND

A tract of land in the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) of Section 7, Township 11 North, Range 14 East of the 6th P.M., beginning at a point 583.27 feet South of the Northwest corner of said  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 7 on a bearing of  $0^{\circ}08'54''$  West, described as follows: From the point of beginning, thence South  $0^{\circ}08'54''$  West along the West line of said  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 7 a distance of 412.59 feet, this point being North  $0^{\circ}08'54''$  East a distance of 331.95 feet from the Southwest corner of said  $SE\frac{1}{4}SW\frac{1}{4}$  of Section 7, thence South  $89^{\circ}10'52''$  East, a distance of 678.91 feet, thence North  $0^{\circ}49'08''$  East, a distance of 20 feet, thence by a curve deflecting to the right an arced distance of 553.66 feet, said curve having a radius of 703.94 feet and a chord which bears North  $66^{\circ}38'56''$  West to a point of tangency, thence North  $44^{\circ}07'00''$  West a distance of 262.51 feet to the place of beginning, containing 2.30 acres more or less.



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 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 except easements of record, 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 whomsoever.

Dated October 28, 1970

.....  
.....

Jay M. Rainey  
Maria S. Rainey

STATE OF NEBRASKA, County of Cass:

Before me, a notary public qualified for said county, personally came Jay M. Rainey and

Maria S. Rainey (also known as Maria C. S. Rainey) husband and wife, known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on October 28, 1970

(JAMES F. BEGLEY )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(APR. 10, 1971 )  
(STATE OF NEBRASKA )

James F. Begley Notary Public.  
My commission expires Apr. 10, 1971

QUIT CLAIM DEED  
City of Weeping Water  
To:  
Robert F. Cramer et ux

Filed 30 October 1970 at: 8:45 A.M.  
Betty Philpot, Register of Deeds  
\$ 5.50

COMPARED

THIS INDENTURE, Made this 9th. day of August, A.D. 1966, between City of Weeping Water,

Nebraska a corporation organized and existing under and by virtue of the laws of the State of Nebraska

party of the first part, and

Robert F. Cramer and Delores M. Cramer, husband and wife,

of the County of Cass and State of Nebraska, parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of

One Hundred and no/100-----DOLLARS

in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does quit-claim, grant, convey and confirm unto the said parties of the second part, the following described premises, situated in Cass County, and State of Nebraska, to-wit:

All of the North Twenty feet (20') of the East One-third (1/3) of Lot Seven (7) in Block Sixty Five (65) City of Weeping Water, Cass County, Nebraska - - -

NEBRASKA DOCUMENTARY  
STAMP TAX  
OCT 30 1970  
\$ 5.50  
BY *BP*

TO HAVE AND TO HOLD the said premises above described, together with all the Tenements,

Hereditaments and Appurtenances thereunto belonging unto the said Robert F. Cramer and Delores M. Cramer, husband and wife, as joint tenants and not as tenants in common.

And the said City of Weeping Water, Nebraska

for itself or its successors, does hereby agree to and with the said parties of the second part and their heirs and assigns, that neither it nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN TESTIMONY WHEREOF, the said City of Weeping Water, Nebraska has caused these presents to be executed by its ~~President~~ Mayor and its Corporate Seal to be affixed hereto this 9th. day of August 1966.

Witness

City of Weeping Water, Nebraska

(CITY OF WEEPING WATER )  
(SEAL )  
(CASS COUNTY, NEBRASKA )

By X-Neil A. Munkres, Mayor ~~President~~ Clerk

Attest X Ruth Norris ~~Secretary~~

STATE OF Nebraska )  
Cass County )

ss. On this 9th. day of August 1966, before me the undersigned, a Notary Public in and for said County, personally came Neil \_ Munkres, Mayor

Blue Border  
100% LINEN LEDGER

FROM

STATE OF NEBRASKA  
County of Cass

Entered in Numerical Index and filed for record in the office of the Register of deeds of said County the 12 day of November, 1970 at the hour of 3 o'clock and 15 minutes P.M., and duly recorded in Book 107 of Deeds on Page 269

Henry Pearsley

COMPARED

Betty Philpot

Register of Deeds—GUY C. STANLEY  
Deputy.

TO

Beaver Lake Corporation

\$ 4.50

Henry Pearsley, single

, herein called the grantor whether one or more,

in consideration of One Dollar and Other Consideration

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

Beaver Lake Corporation

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

County, Nebraska:

Lot 9 in the Northwest Quarter of the Southwest Quarter of Section 17, Township 11 North, Range 14 in Cass County, Nebraska; Lot 7 in the Southwest Quarter of the Northeast Quarter of Section 18, Township 11 North, Range 14, in Cass County, Nebraska; The Northeast Quarter of the Southeast Quarter of Section 18, Township 11 North, Range 14 East of the 6th P.M., in Cass County, Nebraska

NEBRASKA DOCUMENTARY  
STAMP TAX  
NOV 12 1970  
\$ 68.20 B.P.

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 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 whomsoever.

Dated August 28 19 70

Henry Pearsley

Paul E. Fauquet

STATE OF NEBRASKA, County of Cass

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

Henry Pearsley, single,

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on August 28, 19 70

(PAUL E. FAUQUET )  
(GENEREL NOTARY SEAL )  
( )  
(STATE OF NEBRASKA )

Paul E. Fauquet Notary Public.

My commission expires Jan 6, 19 73

Blue Border  
100% MINEN LEDGER



Charlene Schwab, Attorney in Fact for Elizabeth Patterson, a single person known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on November 17, 1970

(JAMES F. BEGLEY )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(APR. 10, 1971 )  
(STATE OF NEBRASKA )

James F. Begley Notary Public.

My commission expires Apr. 10, 1971

QUIT CLAIM DEED  
Marion Endelicato et ux  
To:  
Georgia Jean Endelicato  
N57-330-QUIT-CLAIM-DEED

106-90  
COMPARED

Filed 18 November 1970 at 9:30 A.M.  
Betty Philpot, Register of Deeds  
Frances Wilson, Deputy Register of Deeds  
\$4.25

OMAHA PRINTING COMPANY

KNOW ALL MEN BY THESE PRESENTS:

THAT MARION ENDELICATO AND GEORGIA JEAN ENDELICATO, husband and wife, of the County of ..... and State of Nebraska for the consideration of One (\$1.00) and no/100ths-----DOLLARS hereby Quit Claim and convey to GEORGIA JEAN ENDELICATO of the County of .....and State of Nebraska, the following described Real Estate, situated in .....in the County of Cass and State of Nebraska to wit:

Part of Lot 63 in NE 1/4 of SE 1/4 of Sec. 13, Twp. 12 N., Rge 13E. in the City of Plattsmouth, Cass County, Nebraska, more particularly described as follows: Commencing at a point 193.0 feet South and 35.0 feet West of the Intersection of 4th Avenue and 12th Street, Plattsmouth, Nebraska, thence west 260.5 feet, thence south 140.0 feet, thence East 128.5 feet, thence North 70.0 feet, thence East 132.0 feet, thence North 70.0 feet to the place of beginning

IN WITNESS WHEREOF, we have set our hand .. this.....day of.....19.....

IN PRESENCE OF

x Marion Endelicato  
x Georgia Endelicato

NEBRASKA DOCUMENTARY  
STAMP TAX  
NOV 18 1970  
\$ 4.25 BY B.P.

THE STATE OF NEBRASKA, )  
Cass County, )

ss. BE IT REMEMBERED, That on the 18th day of November, 1970 before the undersigned Notary Public - Katherine I. Egenberger a Notary Public in and for said County, personally came Marion & Georgia Endelicato to me known to be the identical persons described in and who executed the foregoing deed as grantors, and acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

(KATHERINE I. EGENBERGER )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(AUG. 26, 1972 )  
(STATE OF NEBRASKA )

Katherine I. Egenberger 8/26/72  
NOTARY PUBLIC

WARRANTY DEED

Henry Pearsley  
To:  
Beaver Lake Corp.

COMPARED

Filed 18 November 1970 at 9:50 A.M.  
Betty Philpot, Register of Deeds  
Frances Wilson, Deputy Register of Deeds  
\$3.50

103-A - WARRANTY DEED (Revised 1961)

The Huffman General Supply House, Lincoln  
Nebr.,

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, Henry Pearsley, single, herein called the grantor whether one or more, in consid-

100% LINEN LEDGER

FROM  
Conrad K. Prazan et ux  
TO  
Beaver Lake Corporation

STATE OF NEBRASKA }  
COUNTY OF Cass }  
COMPARED  
\$ 4.25

Entered in Numerical Index and filed for record in the office of the Register of deeds of said County the 2 day of February, 19 71 at the hour of 1 o'clock and 40 minutes P. M., and duly recorded in Book 107 of Deeds on Page 349.  
Betty Philpot Register of Deeds—Deputy.

Conrad K. Prazan and Margaret A. Prazan, husband and wife, herein called the grantor whether one or more, in consideration of One Dollar and Other Consideration received from grantee, does grant, bargain, sell, convey and confirm unto

Beaver Lake Corporation

herein called the grantee whether one or more, the following described real property in Cass County, Nebraska:

Lot 11 in the Southwest Quarter of the Northeast Quarter of Section 18, Township 11 North, Range 14 East of the 6th P.M. in Cass County, Nebraska as recorded in Irregular Tract Book 3, Page 39, Reference 191 and shown on the survey made by Francés L. Rotter September 13, 1968

NEBRASKA DOCUMENTARY STAMP TAX  
FEB 2 1971  
\$ 55.00 BY B.P.

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 does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized 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 whomsoever.

Dated September 21, 19 70

.....  
.....

x Conrad K. Prazan  
Margaret A. Prazan

STATE OF NEBRASKA, County of Cass

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

Conrad K. Prazan and Margaret A. Prazan, husband and wife,

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on September 21, 19 70

(JOSEPH C. PANEK )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(JULY 6, 1974 )  
(STATE OF NEBRASKA )

Joseph C. Panek Notary Public.  
My commission expires July 6, 19 74

BLUE BORDER  
100% LINEN LEDGER

PLAT # IV  
 F. L. Rotter, Surveyor  
 To:  
 Public

COMPARED

Filed 29 March 1971 at: 1:15 P.M.  
 Betty Philpot, Register of Deeds  
 \$ 14.65

(PLAT FILED IN PLAT BOOK 6, PAGES 63, 64 & 65)

B E A V E R L A K E P L A T I V

BEING A SUBDIVISION OF PART OF SECTIONS 7 & 18, TOWNSHIP 11 NORTH,  
 RANGE 14 EAST

6TH PRINCIPAL MERIDIAN

CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUBDIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREE FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOOTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR "SPECIAL USE".
5. MOBILE HOMES WILL BE PERMITTED ONLY IN AREAS IDENTIFIED BY THE SUFFIX LETTER "M" AND DESIGNATED FOR SUCH USE AND MUST COMPLY WITH LOCAL ZONING ORDINANCES AND SUBDIVISION REGULATIONS. ALL UNITS MUST BE SKIRTED WITHIN 90 DAYS AFTER PLACING. PICTURE OF MOBILE UNIT WITH PLOT PLAN SHOWING LOCATION ON LOT MUST BE SUBMITTED TO BUILDING COMMITTEE FOR APPROVAL BEFORE INSTALLATION.
6. LOTS MARKED R.L. 1, 2, 3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.
7. WE, THE OWNERS, HEREBY ACCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.
8. UNLESS SELLER SHALL GIVE PERMISSION IN WRITING, NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.
9. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES

195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Jack E. Allio \_\_\_\_\_

Leo Joseph Vice President

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREIN IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

VICE PRESIDENT Leo Joseph VICE-PRESIDENT ASST SEC. Jack E. Allio

STATE OF NEBRASKA )  
 ) S.S.  
COUNTY OF CASS )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE BEFORENAMED.

BEAVER LAKE CORPORATION - WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT 26 THIS DAY OF March, 1971.

D. A. Farris  
NOTARY PUBLIC

MY COMMISSION EXPIRES 26 NOV 1974

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 26th DAY OF MAR., 1971.

(D. A. FARRIS )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(NOV. 26, 1974 )  
(STATE OF NEBRASKA )

F. L. Rotter  
ZONING ADMINISTRATOR

LEGAL DESCRIPTION - Beaver Lake Plat IV

A tract of land lying in Section 7 and Section 18, Township 11 North, Range 14 East, Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

- Starting at the Southwest corner of Section 7;
- Thence North along the West line of Section 7, a distance of 664.92 feet to a point;
- Thence South 89° 09' 33" East, a distance of 1306.34 feet to the Point of Beginning, said point being the Southeast corner of the North half of the Southwest quarter of the Southwest quarter of said Section 7;
- Thence North 0° 09' 10" East, a distance of 80.64 feet to a point;
- Thence South 44°, 07' 00" East, a distance of 262.51 feet to a point of curvature;
- Thence Southeast by a curve deflecting to the left, an arc distance of 553.66 feet to a point of tangency, said curve having a radius of 703.94 feet and a chord which bears South 66° 38' 56" East, a distance of 539.48 feet;
- Thence South 0° 49' 08" West, a distance of 20.00 feet to a point;
- Thence South 89° 10' 52" East, a distance of 1317.37 feet to a point;

Blue Border  
100% LINEN LEDGER

PLAT  
Francis L. Rotter, Surveyor  
To:  
Public

COMPARED

Filed: 3 December 1970.  
Betty Philpot, Register of Deeds  
\$ 10.20

(PLAT FILED IN PLAT BOOK NO. 6, PAGE 57 & 58

BEAVER LAKE - PLAT II  
BEING A SUBDIVISION OF PART OF SECTION 7 & 18, TOWNSHIP 11 NORTH, RANGE 14 EAST,  
EAST 6TH PRINCIPAL MERIDIAN  
CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUBDIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREE FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE LETTER SUFFIX "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOOTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR "SPECIAL USE".
5. LOTS MARKED R.L. 1, 2, 3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.
6. WE, THE OWNERS, HEREBY EXCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.
7. NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.
8. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Kenneth F. Gorman

Leo Joseph

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREON IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION. ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

PRESIDENT Kenneth F Gorman VICE PRESIDENT Leo Joseph

(BEAVER LAKE CORPORATION )  
(CORPORATE SEAL )  
(NEBRASKA )

STATE OF NEBRASKA ) s.s.  
COUNTY OF CASS )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE BEFORE NAMED, Kenneth Gorman & Leo Joseph BEAVER LAKE CORPORATION - WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth, Nebraska THIS DAY OF November 20, 1970.

(DAWN SCHRYNEMAKERS )  
(GENERAL NOTARY )  
(STATE OF NEBRASKA )

Dawn Schrynemakers  
NOTARY PUBLIC

MY COMMISSION EXPIRES October 29, 1974

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATION THIS 20TH DAY OF November, 1970.

Francis L. Rotter  
ZONING ADMINISTRATION

LEGAL DESCRIPTION OF BEAVER LAKE PLAT II

A tract of land lying in Section 7 and Section 18, Township 11 North, Range 14 East of the Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

Beginning at the Southwest corner of Section 7,

Thence North along the Westerly line of said Section 7, a distance of 664.92 feet to a point;

Thence South 89° 09' 33" East, a distance of 1306.34 feet to a point on the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 7;

Blue Border  
100% LINEN LEDGER



Thence South 62° 19' 55" East, a distance of 432.71 feet to a point;  
 Thence South 27° 40' 05" West, a distance of 300.00 feet to a point;  
 Thence South 62° 19' 55" East, a distance of 243.06 feet to a point;  
 Thence South 27° 40' 05" West, a distance of 210.00 feet to a point;  
 Thence South 62° 19' 55" East, a distance of 12.44 feet to a point;  
 Thence South 27° 40' 05" West, a distance of about 405 feet to its intersection with the 1050 contour line as based on the U.S. Geodetic Surveys, dated 1927;  
 Thence along the meandering line of the 1050 contour line, a distance of about 5470 feet to a point;  
 Thence North 18° 08' 13" West, a distance of about 150.7 feet to a point;  
 Thence North 0° 09' 06" East, a distance of 231.40 feet to a point in the South Right-of-Way Line of Rock Bluff Road (Relocated) 80 feet wide;  
 Thence North 44° 07' 00" West, along the Southerly line of Rock Bluff Road, (Relocated) a distance of 128.97 feet;  
 Thence South 89° 09' 33" East, a distance of 90.03 feet to the place of beginning and further known as the perimeter boundary of Beaver Lake Plat IV.

NUMBER OF SUBLOTS - 149  
 NUMBER OF RESERVED LOTS - 1

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

SUBLOT NOS. OMITTED  
 SUBLOT 1738  
 1785

OWNER - SUBDIVIDER

BEAVER LAKE CORP.

P.O. BOX 489 PLATTSMOUTH, NEBRASKA 68048

HEDRICK - COX - ASSOCIATES  
 ENGINEERS SURVEYORS

DIMENSIONS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. PERMANENT MONUMENTS WERE FOUND OR SET AS INDICATED HEREON. ALL OF WHICH I CERTIFY TO BE CORRECT.

F. L. Rotter  
 REGISTERED SURVEYOR #L.S. 253

SURVEYOR'S CERTIFICATE

Chester F. Harris  
 To: Public

COMPARED

\*\*\*\*\*  
 Filed 2 April 1971 at: 3:45 P.M.  
 Betty Philpot, Register of Deeds  
 \$ 4.75  
 \*\*\*\*\*

SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed a subdivision known to me as Christian Heights, an addition to Murray, Nebraska, and located in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 15, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska, more particularly described as follows:

Beginning at a point 624 feet north and 183 feet west of the SE corner of Sec. 15, Twp 11 N., Rge 13 E. of 6th P.M.; thence West 691.63 feet; thence South 591 feet; thence west 60 feet; thence North 1291 feet; thence East 751.63 feet; thence South 700 feet to the point of beginning.

Dated this 3rd day of March, 1971.

Chester F. Harris  
 L.S. 169

Blue Border  
 100% LINEN LEDGER

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE UNITED STATES NATIONAL BANK OF OMAHA, Omaha, Nebraska, a national banking association, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto BEAVER LAKE ASSOCIATION, a Nebraska corporation, and to its successors and assigns, hereinafter referred to as "Grantee", all of its right, title and interest in and to the following described premises situated in Cass County, Nebraska, to-wit:

PARCEL 1

All roads located within Beaver Lake Subdivision.

PARCEL 2

Beaver Lake Basin Area, more particularly described as follows:

The Beaver Lake Basin Area is determined by the 1050 elevation contour according to the U.S. Geological Survey, 1927 Murray Quadrangle and Rock Bluffs Quadrangle Maps. Said 1050 contour line in Sections 12 and 13, Township 11 North, Range 13, East of the 6th P.M., and also Sections 7, 17, 18, 19 and 20, Township 11 North, Range 14, East of the 6th P.M., all of which is in Cass County, Nebraska. Said 1050 contour is closed at the Easterly end of Beaver Lake by an earthfill dam with the overflow spillway structure set at the 1050 contour elevation.

The Beaver Lake Floodway Area is determined as the area lying between the 1050 contour and the 1054 contour according to the U.S. Geological Survey 1927, all of which falls entirely within the above mentioned sections.

PARCEL 3

The Beaver Lake Dam Area, more particularly described as follows:

Part of Special Usage Lot #7 in the SW 1/4 NW 1/4 and NW 1/4 SW 1/4 of Section 17-11-14, Cass County, Nebraska:

Beginning at a point N 0° 00' 18" W 1,252.38' from the SE Corner of the NW 1/4 SW 1/4 of Section 17, T 11 N, R 14 E of the 6th P.M. (said point being also the North-easterly Corner of Reserve Lot #3);

Thence S 78° 00' 00" W approximately 385' to a point on the Westerly slope of Beaver Lake Dam and on the 1050 elevation contour based on the U.S. Coast & Geodetic mean sea level 1927;

LAW OFFICES  
MORSMAN, FIKE, DAVIS & POLACK, P.C.  
OMAHA, NEBRASKA 68102

NEBRASKA DOCUMENTARY  
STATE TAX  
APR 11 1977  
\$127.25 BY A.C.

Dec 11/18  
FILED FOR RECORD 11/19/77 M. P. M. IN BOOK 119 OF Deeds  
PAGE 503  
Betsy Philip  
REGISTER OF DEEDS, CASS CO., NEBR.  
\$ 116.00

COMPARED



Thence N 18° 36' 53" W along the 1050 contour and parallel to the centerline of aforesaid dam for approximately 1,000.0';

Thence continuing along the 1050 contour Southwesterly approximately 111.0' to the Southeasterly Corner of Lot 2095-B, Plat 17 Beaver Lake;

Thence N 41° 29' 50" W for 207.8' to the Northeasterly Corner of said Lot 2095-B;

Thence following the arc of a 50' radius curve for 31.17' to the Southeasterly corner of Lot 2094-B;

Thence N 60° 00' 05" E for 236.28';

Thence N 2° 40' 05" E for 203.82' to a point on the Southerly line of Overlook Circle Drive;

Thence following the arc of a 741.2' radius curve for 69.54' to the Northwest Corner of Lot 2080-C;

Thence S 2° 40' 18" E for 165.76'

Thence N 76° 39' 42" E for 92.28';

Thence S 13° 20' 18" E for 200.0';

Thence N 76° 39' 42" E for 326.12';

Thence N 89° 59' 42" E for 195.0' to a point on the Easterly line of the SE 1/4 NW 1/4 of Section 17;

Thence S 0° 00' 18" E for 250.0' to the Northeasterly Corner of Special Usage Lot #8;

Thence S 89° 59' 42" W for 300.0';

Thence S 0° 00' 18" E for 250.0';

Thence N 89° 59' 42" E for 140.0';

Thence S 0° 00' 18" E for 180.0';

Thence N 89° 59' 42" E for 60.0';

Thence N 0° 00' 18" W for 230.0';

Thence N 89° 59' 42" E for 100.0 to the Southeasterly Corner of Special Usage Lot #8;

Thence S 0° 00' 18" E along the East line of the SE 1/4 NW 1/4 of said Section 17 for 616.84' to the Point of Beginning, containing a calculated area of 14.12 acres.

PARCEL 4

<u>Access Lots</u>	<u>Plat</u>
1	I
2	III
3	III
4	III
5	III
5	V
6	V
7	V
8	V
	VI (lying between Platted Lots 1522 and 1524)
8	VIII
9	IX

PARCEL 5

Lots 335, 453, 454, 462, 635, 906, 968, 1030, 1229,  
1466, and 1860, Beaver Lake Subdivision.

PARCEL 6

<u>Special Usage Lots</u>	<u>Plat</u>
1	XIII (Water Tower Site No. 2)
2	XX
3	XX
4	XXI
5	XXIV (Water Tower Site No. 1 and Access Right-of- Way Easement to Tower No. 1)
6	VII
7	XVII
8	XVII (Waste Water Plant and Ef- fluent Easement)

PARCEL 7

<u>Community Areas</u>	<u>Plat</u>
14	XXII
15	XXII
16	XXIV
17	XXIV

PARCEL 8

<u>Reserve Lots</u>	<u>Plat</u>
2	V
3	IX (Water Treatment Plant and Basin)
4	XII
5	XII
6	XII
7	XIII
8	XV
10	XVI
11	XVI
12	XVI
13	XVI
14	XIX
15	XIX
16	XIX
17	XVII
18	XVII

PARCEL 9

<u>Blocks</u>	<u>Plat</u>
A	II
B	IV
C	XII
D	XVI
E	XXIV
F	XXIV
G	XXIV

PARCEL 10

Camping area more particularly described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 17, T 12 N, R 14 E of the 6th P.M. (said point being 1,318.60' Easterly from the SW corner of Section 17); thence N 89° 35' 51" W (assumed bearing) along the section line for 325.92'; thence N 0° 24' 09" E for 170.84' along the Easterly line of Beaver Lake Plat VIII; thence continuing along the Easterly line of Plat VIII N 29° 16' 00" W for 729.51'; thence N 15° 21' 30" E for 291.24'; thence N 72° 50' 32" E for 174.48'; thence N 34° 50' 22" E for 201.62' to a point which is the NE Corner of Lot 402, Plat VIII and also the SE Corner of Lot 403, Plat IX; thence N 87° 41' 04" E for 322.50' to the Southeasterly Corner of Plat IX; thence S 89° 26' 39" E for 525.86' to a point in the center line of County Road #115; thence S 2° 45' 14" E for 150.01'; thence S 7° 28' 24" E for 555.00'; thence S 2° 18' 04" E for 620.04' to a point on the South line of

the SE 1/4 SW 1/4 of Section 17; thence N 89° 35' 51" W along the section line of 630.06' to the Point of Beginning, containing a calculated area of 33.0 acres,

together with Lots 405 through 412, inclusive, and Lots 419 through 425, inclusive.

PARCEL 11

Access right-of-way easement to Special Usage Lot 5, described as follows:

Beginning at the Southwest corner of Special Usage Lot 5; thence North 08° 20' 49" West a distance of 43.45 feet; thence South 89° 07' 00" East a distance of 196.57 feet; thence South 00° 53' 00" West a distance of 30.00 feet to the Northerly right-of-way line of County Road No. 48 and 75; thence Westerly along said right-of-way line a distance of 190.29 feet to the Point of Beginning.

PARCEL 12

The perpetual easement reserved on all Beaver Lake Plats from I through XXIV of Beaver Lake Subdivision 15 feet wide along both sides of all road rights-of-way, and 10 feet wide along the side and rear lines of each lot in the Subdivision, together with the right of ingress and egress, for the purpose of installing, operating and maintaining all types of utilities, drainage ditches and appurtenances thereto.

PARCEL 13

<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>
16	594	817	867	979	1107
164	595	827	868	980	1109
166	671	832	869	981	1110
204	672	835	872	985	1113
238	749	855	886	986	1120
242	796	857	887	989	1122
400	805	859	888	996	1124
558	808	861	902	997	1125
588	815	864	973	998	1126
589	816	865	978	1027	1127
1131	1168	1278	1794	1812	1836
1132	1169	1296	1795	1813	1839
1133	1170	1518	1796	1814	1845
1160	1171	1786	1804	1815	1846
1162	1200	1787	1805	1816	1848
1163	1201	1789	1806	1817	1849
1164	1203	1790	1807	1818	1850
1165	1205	1791	1808	1819	1883
1166	1210	1792	1809	1821	1884
1167	1211	1793	1810	1835	1885

1886	1896	1918	1928	1942	1955
1887	1897	1919	1929	1944	1956
1888	1900	1920	1930	1945	1957
1889	1909	1921	1932	1946	1958
1890	1910	1922	1933	1947	1959
1891	1911	1923	1935	1949	1960
1892	1912	1924	1936	1951	1962
1893	1914	1925	1939	1952	1963
1894	1915	1926	1940	1953	1964
1895	1917	1927	1941	1954	1965
1966	1976	1986	1996	2006	2016
1967	1977	1987	1997	2007	2017
1968	1978	1988	1998	2008	2018
1969	1979	1989	1999	2009	2019
1970	1980	1990	2000	2010	2020
1971	1981	1991	2001	2011	2021
1972	1982	1992	2002	2012	2022
1973	1983	1993	2003	2013	2023
1974	1984	1994	2004	2014	2024
1975	1985	1995	2005	2015	2025
2026	2036	2046	2059	2070	2080
2027	2037	2047	2061	2071	2081
2028	2038	2048	2062	2072	2082
2029	2039	2049	2063	2073	2083
2030	2040	2050	2064	2074	2085
2031	2041	2051	2065	2075	2086
2032	2042	2052	2066	2076	2087
2033	2043	2053	2067	2077	2088
2034	2044	2057	2068	2078	2089
2035	2045	2058	2069	2079	2090
2091	2116				
2092	2117				
2108	2120				
2109	2121				
2110	2122				
2111					
2112					
2113					
2114					
2115					

all in Beaver Lake Subdivision, Cass County, Nebraska,

together with all improvements, tenements, hereditaments and appurtenances located thereon and thereunto belonging; subject, however, to the following exceptions:

1. Mortgage in favor of First Westroads Bank given by Beaver Lake Corporation, recorded May 9, 1972 in the Office of the Register of Deeds for Cass County, Nebraska in Book 116, Mortgage Records, at Page 115 (covering Lot 16).

2. Mortgage in favor of First National Bank of Bellevue given by Varner Hike and Georgia Hike, recorded December 15,

1974 in the Office of the Register of Deeds for Cass County, Nebraska in Book 123, Mortgage Records, at Page 282 (covering Lot 16).

3. The 1977 County Taxes payable in 1978 and all taxes and assessments levied and assessed subsequent thereto.

4. Easements, or claims of easements, not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which a correct survey and inspection of the property herein conveyed would disclose and which are not shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records, except any lien or right to a lien created or caused by Grantor.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the date of the within Deed, except liens and encumbrances created by Grantor.

8. Reservation of one-half of the mineral rights in T. H. Pollock, his heirs and assigns, set forth in the Warranty Deed dated August 27, 1955 and recorded August 29, 1955 in Book 91, Deed Records, at Page 555.

9. Restrictions, obligations and reservation of minerals, mineral deposits, oils and gases of every kind and nature in favor of Howard E. Wiles and Katherine M. Wiles contained in the Warranty Deed dated April 15, 1971 and recorded on April 16, 1971 in Book 106, Deed Records, at Page 249.

10. Right-of-way grant in favor of The Globe Oil and Refinery Company dated May 2, 1941 and recorded July 3, 1941 in Book Y, Miscellaneous Records, at Page 366, which has been assigned to and is now in favor of The National Cooperative Refinery Association by Assignment dated July 26, 1943 and recorded August 27, 1943 in Book Y, Miscellaneous Records at Page 402.

11. Right-of-way grant to The Globe Oil and Refinery Company dated May 2, 1941 and recorded July 3, 1941 in Book Y, Miscellaneous Records, at Page 365, which has been assigned to and is now in favor of The National Cooperative Refinery Association by Assignment dated July 26, 1943 and recorded August 27, 1943 in Book Y, Miscellaneous Records at Page 402.

12. Easement in favor of Northern Gas Products Company dated April 18, 1962 and recorded May 14, 1962 in Book 8, Miscellaneous Records, at Page 276, which easement has been assigned to and is now in favor of Hydrocarbon Transportation, Inc. by Assignment dated January 1, 1967 and recorded March 29, 1967 in Book 10, Miscellaneous Records, at Page 484.

13. Easement in favor of Lincoln Telephone and Telegraph Company dated May 2, 1930 and recorded October 25, 1930 in Book X, Miscellaneous Records, at Page 393.

14. Covenants and Restrictions dated October 23, 1970 and recorded November 6, 1970 in Book D at Page 195, referred to in the Affidavit dated October 12, 1973 and recorded October 12, 1973 in Book 15, Miscellaneous Records, at Page 673, and Amendment to Covenants and Restrictions dated July 9, 1972 and recorded July 4, 1973 in Book E, Miscellaneous Records, at Page 221.

15. All of the terms, provisions and conditions contained in one certain Agreement between Beaver Lake Corporation and Elizabeth Patterson dated November 17, 1970.

16. Agreement by and between Beaver Lake Corporation and National Cooperative Refinery Association recorded June 15, 1971 in Book 12, Miscellaneous Records, at Page 225, and to the Supplemental Agreement dated July 30, 1971 and recorded August 18, 1971 in Book 12, Miscellaneous Records, at Page 260.

17. License in favor of Omaha Public Power District dated September 13, 1972 and recorded October 5, 1972 in Book 13, Miscellaneous Records, at Page 461.

18. Easement in favor of The Lincoln Telephone and Telegraph Company dated January 15, 1973 and recorded February 20, 1973 in Book 15, Miscellaneous Records, at Page 30.

19. Reservation of Mineral Rights in favor of John S. Toman and Ruth F. Toman in and to the South 18 acres of the East One-Half (Lot 8) in the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 11 North, Range 14, East of the 6th P.M., Cass County, Nebraska.

20. Restrictions and obligations contained in the By-Laws of Beaver Lake Association recorded September 23, 1974 in Book 17, Miscellaneous Records, at Page 1.

21. Telephone Easement Deed in favor of The Lincoln Telephone and Telegraph Company dated October 16, 1973 and recorded in Book 16, Miscellaneous Records, at Page 13.

22. Assignment Agreement dated June 14, 1973 and recorded in Book 16, Miscellaneous Records, at Page 70 affecting Special Usage Lot #2.

23. Agreement by and between The National Cooperative Refinery Association and I. E. Kouba, Jr., dated September 4, 1974 and recorded December 15, 1974 in Book 17, Miscellaneous Records, at Page 121.

24. Commercial Area Restrictions dated February 11, 1975 and recorded in Book 17, Miscellaneous Records, at Page 189A.

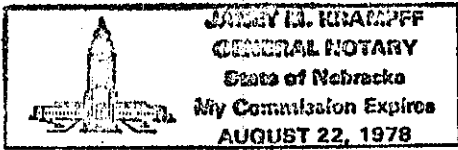
25. Easement dated March 4, 1975 and recorded March 6, 1975 in Book 17, Miscellaneous Records, at Page 199A.





KERMIT HANSEN, Chairman of the Board, of THE UNITED STATES NATIONAL BANK OF OMAHA, a national banking association, known to me to be the President and the Chairman of the Board and the identical persons who signed the foregoing Special Warranty Deed and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said The United States National Bank of Omaha, and that its corporate seal was thereunto affixed by its authority.

WITNESS my hand and notarial seal on April 11, 1977.



*Janet M. Krampff*  
Notary Public

Janet M. Krampff

My Commission expires:

August 22, 1978

30027-REDFIELD & COMPANY, INC., OMAHA

Maxine Yelick

Subscribed in my presence and sworn to before me this 20 day of October, 1971.

(HAROLD R. LEBENS )  
(GENERAL NOTARY )  
(STATE OF NEBRASKA)

Harold R. Lebens  
Notary Public  
My Commission Expires: May 1, 1974

PLAT NO. 14  
Donald O. Hedrick, Surveyor  
To:  
Public

COMPARED

Filed: 28 October 1971 at: 11:10 A.M.  
Betty Philpot, Register of Deeds  
\$ 11.90

(Plat Filed in Plat Book # 6, Pages 81 & 82)

BEAVER LAKE PLAT XIV

BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 14 EAST,  
6TH PRINCIPAL MERIDIAN  
CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUBDIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREED FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

1. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONABLE, CONTAINING LESS THAN 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "C".
4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOTTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR "SPECIAL USE".
5. MOBILE HOMES WILL BE PERMITTED ONLY IN AREAS IDENTIFIED BY THE SUFFIX LETTER "M" AND DESIGNATED FOR SUCH USE AND MUST COMPLY WITH LOCAL ZONING ORDINANCES AND SUBDIVISION REGULATIONS. ALL UNITS MUST BE SKIRTED WITHIN 90 DAYS AFTER PLACING. PICTURE OF MOBILE UNIT WITH PLOT PLANS SHOWING LOCATION ON LOT MUST BE SUBMITTED TO BUILDING COMMITTEE FOR APPROVAL BEFORE INSTALLATION.
6. LOTS MARKED R.L. 1, 2, 3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.
7. WE, THE OWNERS, HEREBY ACCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, and 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.
8. UNLESS SELLER SHALL GIVE PERMISSION IN WRITING, NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.

o. AND ALL OTHER COVENANTS AND RESTRICTTIONS. TERMS. STIPULATIONS. CONDITIONS. ETC..AS SET FORTH

Blue Border  
100% LINEN LEDGER

30027-REDFIELD & COMPANY, INC., OMAHA

IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Jesse E. Sutton - Vice President

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREIN IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

VICE PRESIDENT Jesse E. Sutton

ASSISTANT SECRETARY Hazel Haner

STATE OF NEBRASKA )  
                          ) S.S. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
COUNTY OF CASS        )

PERSONALLY APPEARED THE BEFORENAMED. Hazel Haner & Jesse E. Sutton BEAVER LAKE

CORPORATION - WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION . IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth, Neb. THIS DAY OF OCT. 22nd, 1971.

(DAN H. HUEBNER )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES )  
(SEPT. 6, 1975 )  
(STATE OF NEBRASKA )

Dan H. Huebner  
NOTARY PUBLIC

MY COMMISSION EXPIRES 6 Sept. 1975 APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 22nd DAY OF Oct., 1971.

F. L. Rotter  
ZONING ADMINISTRATOR

LEGAL DESCRIPTION OF BEAVER LAKE PLAT XIV

A tract of land lying in Section 18, Township 11 North, Range 14 East of the Sixth Prime Meridian, Cass County, Nebraska, bounded and described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 18; Thence North 0° 14' 10" East, a distance of 1328.53 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of Section 18;

Thence North 89° 32' 59" West, a distance of 235.00 feet;

Thence North 0° 27' 01" East, a distance of 180.00 feet;

Thence North 89° 32' 59" West, a distance of 5.00 feet;

Thence North 0° 27' 01" East, a distance of 265.00 feet;

Thence North 2°00'00" East, a distance of about 170 feet to its intersection with the 1050 contour line as based on the U.S. Coast and Geodetic Survey dated 1927 ;

Thence Northwardly and Eastwardly along the meanderings of the 1050 contour line about 3500 feet;

Thence South 41° 16' 32" East, a distance of about 110 feet;

Thence South 48° 43' 28" West, a distance of 120.00 feet to a point of curvature;

Thence Northwest by a curve deflecting to the right an arc distance of 29.02 feet, said curve having a radius of 20.00 feet and a chord which bears North 89°42'39" West, a distance of 26.53 feet;

Thence South 41° 51' 15" West, a distance of 60.00 feet;

Thence Southeast by a curve deflecting to the right an arc distance of 29.02 feet to a point of

Blue Bonnet  
Notary Public  
Linden, Neb.

40066-REDFIELD & COMPANY, INC., OMAHA

names of "Railway Street and/or "Wagon Road" which may appear of record.

Dated this 11th day of September 1972.

UNITED MINERAL PRODUCTS COMPANY

BY David C. Myers

David C. Myers, Vice President

ATTEST: Harold S. Myers

Harold S. Myers, Secretary

(UNITED MINERAL PRODUCTS COMPANY )
(CORPORATE SEAL )
(OMAHA, NEBR. )

Gay Coster

Gay Coster

Marie Coster

Marie Coster

CITY OF WEEPING WATER, NEBRASKA

BY Byron Baker

Byron Baker, Mayor

ATTEST: Ruth Norris

Ruth Norris, City Clerk

(CITY OF WEEPING WATER )
(SEAL )
(CASS COUNTY, NEBRASKA )

ACCEPTANCE OF CITY COUNCIL

This Street "SCENIC DRIVE" as described herein was accepted and approved by the City Council of Weeping Water Nebraska on the 11th day of September 1972.

Byron Baker

Byron Baker, Mayor

ATTEST: Ruth Norris

Ruth Norris, City Clerk

(CITY OF WEEPING WATER )
(SEAL )
(CASS COUNTY, NEBRASKA )

A C K N O W L E D G M E N T

STATE OF NEBRASKA)

COUNTY OF CASS )

Before me, a notary public qualified in and for said county, personally came David C. Myers, Vice President and Harold S. Myers, Secretary of United Minerals Products Company, a Corporation, known to me to be Vice President and Secretary of said Corporation; Gay Coster and Marie Coster, husband and wife; Byron Baker, Mayor and Ruth Norris, City Clerk of Weeping Water, Nebraska, who are personally known to me to be the identical perons whose names are affixed to the above instrument and they have acknowledged said instrument to be their voluntary act and deed.

Dated this 11th day of September 1972.

Ronald D. Svoboda

Notary Public

My commission expires August 22, 1973

(RONALD D. SVOBODA )

(GENERAL NOTARY )

(COMMISSION EXPIRES )

(AUG. 22, 1973 )

(STATE OF NEBRASKA )

PLAT # 7

Donald O. Hedrick, Surveyor

To:

Public

COMPARED

Filed 17 November 1972 at 11:50 A. M.

Book 12 page 389

Betty Philpot, Register of Deeds

\$49.50

(PLAT FILED IN PLAT BOOK NO. 8, PAGES 24, 25 & 26)

BEAVER LAKE PLAT VII

BEING A SUBDIVISION OF PART OF SECTION 7 & 18 TOWNSHIP 11 NORTH, RANGE 14 EAST, 6th PRIME MERIDIAN, CASS COUNTY, NEBRASKA

COVENANTS AND RESTRICTIONS

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY ACCEPT THIS PLAT AND SUB-DIVISION OF THE SAME. FURTHER, WE, IN CONSIDERATION OF THE APPROVAL THEREOF HEREBY AGREED FOR OURSELVES, OUR SUCCESSORS AND/OR ASSIGNS TO THE FOLLOWING STIPULATIONS.

- 1. NO DEWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAT 1200 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "A".
2. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAT 1040 SQUARE FEET OF LIVING SPACE CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "B".
3. NO DWELLING UNIT, PERMANENT OR SEASONAL, CONTAINING LESS THAN 880 SQUARE FEET OF LIVING

Blue Border
100% MINEN RIDGER

MISCELLANEOUS RECORD, No. 12

40066-Redfield & Company, Inc., Omaha

4. NO BUILDING UNIT OF ANY TYPE CONTAINING LESS THAN THE SQUARE FOOTAGE AS INDICATED ON THE RECORD PLAT CAN BE CONSTRUCTED UPON THOSE LOTS IDENTIFIED BY THE SUFFIX LETTER "D" OR " SPECIAL USE".

5. MOBILE HOMES WILL BE PERMITTED ONLY IN AREAS IDENTIFIED BY THE SUFFIX LETTER "M" AND DESIGNATED FOR SUCH USE AND MUST COMPLY WITH LOCAL ZONING ORDINANCES AND SUBDIVISION REGULATIONS. ALL UNITS MUST BE SKIRTED WITHIN 90 DAYS AFTER PLACING. PICTURE OF MOBILE UNIT WITH PLOT PLANS SHOWING LOCATION ON LOT MUST BE SUBMITTED TO BUILDING COMMITTEE FOR APPROVAL BEFORE INSTALLATION.

6. LOTS MARKED R.L. 1, 2, 3, ETC., OR RESERVED LOTS AND A.L. 1, 2, 3, ETC. OR ACCESS LOTS ARE RESERVED FOR COMMUNITY AREAS, BEACHES, PLAYGROUNDS, DOCKING FACILITIES, PARKS, ETC., AND ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE BEAVER LAKE ASSOCIATION.

7. WE, THE OWNERS, HEREBY ACCEPT, RESERVE AND RETAIN PERMANENT UTILITY AND ACCESS EASEMENTS 15 FEET ALONG BOTH SIDES OF THE ROADWAYS, 10 FEET ALONG THE REAR AND EACH SIDE OF EACH LOT, AND 20 FEET ALONG THE ENTIRE SHORELINE OF BEAVER LAKE. NO STRUCTURE MAY BE CONSTRUCTED WITHIN AN EASEMENT.

8. UNLESS SELLER SHALL GIVE PERMISSION IN WRITING, NO PART OF ANY BUILDING SHALL BE BUILT, MAINTAINED OR SUFFERED TO EXIST WITHIN 30 FEET OF THE FRONTAGE ROAD RIGHT OF WAY, 10 FEET OF THE SIDE BOUNDARY OR CONTIGUOUS LOT, 30 FEET OF ANY REAR LOT LINE OR WITHIN 50 FEET FROM THE NORMAL WATER LINE OF BEAVER LAKE.

9. AND, ALL OTHER COVENANTS AND RESTRICTIONS, TERMS, STIPULATIONS, CONDITIONS, ETC., AS SET FORTH IN THE PURCHASE AGREEMENT, AND ALL COVENANTS AND RESTRICTIONS LISTED IN VOLUME "B", PAGES 195 AND 196 OF MISCELLANEOUS RECORDS OF CASS COUNTY, NEBRASKA.

BEAVER LAKE CORPORATION

BY: Jesse E. Sutton  
Margaret Shields

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY ACCEPT THIS PLAT AND OFFER THE STREETS SHOWN HEREIN IN YELLOW SHADE FOR THE EXCLUSIVE USE OF BEAVER LAKE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS AND THEIR GUESTS.

BEAVER LAKE CORPORATION

VICE PRESIDENT Jesse E. Sutton ASSISTANT SECRETARY Margaret Shields

STATE OF NEBRASKA )  
 ) S.S.  
COUNTY OF CASS )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE BEFORENAMED. Jesse E. Sutton & Margaret Shields BEAVER LAKE CORPORATION-WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT SUCH SIGNING WAS THEIR FREE ACT AND DEED INDIVIDUALLY AND AS SUCH OFFICERS, THE FREE AND CORPORATE ACT AND DEED OF BEAVER LAKE CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Plattsmouth, Neb. THIS DAY OF 27th October, 1972.

Dan H. Huebner  
NOTARY PUBLIC

(DAN H. HUEBNER )  
(GENERAL NOTARY )  
(COMMISSION EXPIRES ) MY COMMISSION EXPIRES Sept. 6, 1975  
(SEPT. 6, 1975 )  
(STATE OF NEBRASKA )

APPROVED BY THE CASS COUNTY ZONING ADMINISTRATOR THIS 8th DAY OF November, 1972.

Katherine Spidell  
Acting ZONING ADMINISTRATOR

LEGAL DESCRIPTION - Beaver Lake Plat VII

Blue Ribbon  
DOCUMENT NUMBER 220

FILED IN PLAT BOOK 13, PAGE 15

PLAT  
Donald R. Gowing et ux  
to  
Public

(Filed in Plat Book 13, Page 15)

FILED: 13 November 1997 9:08 A.M.  
Patricia Meisinger, Register of Deeds  
\$ 15.00 Doc.#275

**"REPLAT OF LOTS 336-A AND 337-A"**

an ADMINISTRATIVE SUBDIVISION located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 18-T11N-R14E and in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17-T11N-R14E of the 6th P.M., Beaver Lake Subdivision, Cass County, Nebraska Replatted as Lot 337-A

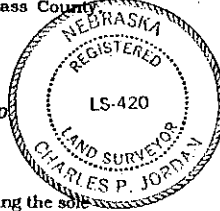
**SURVEYOR'S CERTIFICATE**

I hereby certify that I have accurately surveyed and staked "REPLAT OF LOTS 336-A and 337-A", Beaver Lake Subdivision, located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 18-T11N-R14E and in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17-T11N-R14E of the 6th P.M., Cass County, Nebraska.

**New Description:** Lot 337-A as replatted, Beaver Lake Subdivision, Cass County, Nebraska

Signed this 13th day of November, 1997.

Charles P. Jordan  
CHARLES P. JORDAN LS 420



**PLAT APPROVAL**

KNOW ALL MEN BY THESE PRESENTS:

that we, DONALD R. GOWING and MADELENE GOWING, (husband & wife), being the sole owners of the tract of land described within the Surveyor's Certificate, do hereby approve of "REPLAT OF LOTS 336-A and 337-A", as shown on this plat. This subdivision is also subject to any and all encumbrances of record, as of the last date shown hereon.

Donald R. Gowing  
DONALD R. GOWING

Madeleine Gowing  
MADELENE GOWING

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA

199

COUNTY OF SARPY

On this 2 day of July, 1997, before me, a notary public, duly commissioned and qualified in and for said County, did appear DONALD R. GOWING and MADELENE GOWING, (husband & wife), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing plat approval to be their **voluntary** act and deed. Witness my hand and official seal the date last aforesaid.

Barbara K. Vicker  
NOTARY PUBLIC

My commission expires 9/12/97



**APPROVAL OF BEAVER LAKE ASSOCIATION**

This plat of "REPLAT OF LOTS 336-A and 337-A" is hereby approved by the Beaver Lake Association, Cass County, Nebraska, this 14 day of July, 1997.

David S. Calvert Jr.  
Secretary, Beaver Lake Association

**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 12 day of Nov, 1997.

Richard Wassinger  
RICHARD WASSINGER, CO. TREASURER

**COUNTY ZONING ADMINISTRATOR'S CERTIFICATE**

I hereby certify that this subdivision of land meets the criteria of an "ADMINISTRATIVE SUBDIVISION", as specified in the Cass County Zoning Ordinance, updated in 1983, including all amendments thereto.

Signed this 12 day of November, 1997.

Randy Wetters  
RICHARD WASSINGER, CO. ZONING ADMINISTRATOR

PLAT BOOK 13, PAGE 15

Printed in a State of Nebraska

\*\*\*\*\*

646

#515

FILED  
CASS COUNTY, NE.  
HOMEOWNERS ASSESSMENT LIEN

2004 JAN 22 PM 2:05

REAL ESTATE:

LOT #244 BEAVER LAKE SUBDIVISION, CASS COUNTY, NE

BR 60 Misc PG 646  
NEBRASKA REGISTER OF DEEDS  
Doc# 515 \$5.50

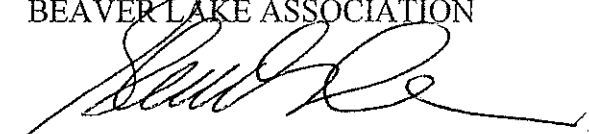
CLAIMANT:

BEAVER LAKE ASSOCIATION  
ATTN: SHANNON GAYE COCKLE  
9410 CLUBHOUSE CIRCLE  
PLATTSMOUTH, NE 68048  
(402) 235-2241

Claimant files this lien against the above described real property for unpaid homeowners assessments in the sum of \$ 404.77 incurred as of this 14 day of January, 2004.

Dated this 21<sup>st</sup> day of January 2004

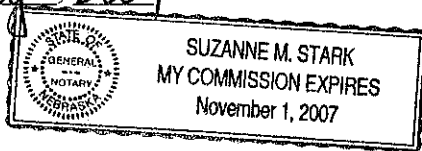
BEAVER LAKE ASSOCIATION



BY: SHANNON GAYE COCKLE  
Business Administrator

The foregoing lien was acknowledged before me, the undersigned Notary Public, by Shannon Cockle, Business Administrator, Beaver Lake Association, on this 21<sup>st</sup> day of

January, 2004



Suzanne M. Stark  
Notary Public

Index against Lot \_\_\_\_\_, Beaver Lake Subdivision, Cass County, Nebraska

- Dues
- Water
- Roads

MISCELLANEOUS RECORD NO. 14

51516-REDFIELD & COMPANY, INC., OMAHA

ACKNOWLEDGEMENT OF NOTARY

STATE OF Nebraska )
) ss
COUNTY OF Cass )

On this 29th day of April, 1996 before me, a notary public, duly commissioned and qualified in and for said County, did appear GEORGE L. MCGRAW and BARBARA I. MCGRAW, (husband and wife) and GEORGE G. MCGRAW and KATHRYN K. MCGRAW, (husband and wife) who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing plat approval to be their voluntary act and deed.

Witness by hand and official seal the date last aforesaid.

(GENERAL NOTARY - State of Nebraska ) James E Case
(JAMES E. CASE ) NOTARY PUBLIC
(My Comm Exp Mar 12, 1998 )

APPROVAL OF MAYOR AND CITY COUNCIL

This plat of "SUBDIVISION OF LOT 1- PORTER PLACE ADDITION" is hereby approved by the Mayor and City Council of the City of Plattsmouth, Nebraska, this 4th day of October, 1994 pursuant to provisions of Section 11-119, of the Plattsmouth City Code 1991.

ATTEST:

Rosalyn Covert Ronald L. Buethe
ROSALYN COVERT, CLERK RONALD L. BUETHE, MAYOR

(CITY OF PLATTSMOUTH )
(SEAL )
(NEBRASKA )

APPROVAL OF CITY PLANNING BOARD

This plat of "SUBDIVISION OF LOT 1-PORTER PLACE ADDITION", is hereby approved by the City Administrating Official of the City of Plattsmouth, Nebraska, this 4th day of October, 1994.

Jeff Sinnett
JEFF SINNETT, City Administrating Official

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 14th day of May, 1996.

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

PLAT
Donald F. Herrman et ux FILED: 20 May 1996 11:28 A.M.
to Patricia Meisinger, Register of Deeds
Public \$ 15.00 Doc #366
(Filed in Plat Book 12 Page 48)

"REPLAT OF LOTS 1896-C AND 1897-C"
an ADMINISTRATIVE SUBDIVISION located in the NE 1/4 of the NE 1/4 of Section 18-T11N-R14E of the 6th P.M.,
Beaver Lake Subdivision, Cass County, Nebraska
Replatted as Lot 1896-C

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked "REPLAT OF LOTS 1896-C AND 1897-C", Beaver Lake Sub-division, located in the NE 1/4 of the NE 1/4 of Scetion 18-T11N-R14E of the 6th P.M., Cass County, Nebraska.

New Description: Lot 1896-C as replatted, Beaver Lake Subdivision, Cass County, Nebraska

Signed this 16th day of May, 1996.

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

PLAT APPROVAL

KNOW ALL MEN BY THESE PRESENTS:

that we, DONALD F. HERRMANN and JOAN C. HERRMANN, (husband & wife), being the sole owners of the tract of land described within the Surveyor's Certificate, do hereby approve of "REPLAT OF LOTS 1896-C and 1897-C", as shown on this plat. This subdivision is also subject to any and all easements of record as of the last date shown hereon.

Donald F. Herrmann Joan C. Herrmann
DONALD R. HERRMANN JOAN C. HERRMANN

ACKNOWLEDGEMENT OF NOTARY

STATE OF Nebraska )
) ss
COUNTY OF Douglas )

On this 22 day of April, 1996, before me, a notary public, duly commissioned and qualified in and for said County, did appear DONALD F. HERRMANN and JOAN C. HERRMANN, (husband & wife), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledgement their execution of the foregoing plat approval to be their voluntary act and deed.
Witness my hand and official seal the date last aforesaid.

(GENERAL NOTARY - State of Nebraska ) Pamela K. Blue
(PAMELA K. BLUE ) NOTARY PUBLIC
(My comm. exp. ----- )

Beaver Lake Subdivision Ledger



MISCELLANEOUS RECORD NO. 14

51516-REDFIELD & COMPANY, INC., OMAHA

APPROVAL OF BEAVER LAKE ASSOCIATION

This plat of "REPLAT OF LOTS 1896-C and 1897-C" is hereby approved by the Beaver Lake Association, Cass County, Nebraska, this 14th day of May, 1996.

Arthur A. Stueber
Secretary, Beaver Lake Association

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 23 day of April, 1996.

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

Richard Wassinger by Cynthia Fenton, Deputy
RICHARD WASSINGER, CO. TREASURER

COUNTY ZONING ADMINISTRATOR'S CERTIFICATE

I hereby certify that this subdivision of land meets the criteria of an "ADMINISTRATIVE SUBDIVISION" as specified in the Cass County Zoning Ordinance, updated in 1993, including all amendments thereto.

Signed this 16th day of May, 1996.

Bill Krejci
CO. ZONING ADMIN.

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PLAT
New Market, Inc.
to
Public

FILED: 24 May 1996 2:12 P.M.
Patricia Meisinger, Register of Deeds
\$ 30.00 Doc.#501

(Filed in Plat Book 12, Page 49)

SUBLOT A OF SUBLOT 2 OF TAX LOT 107

& SUBLOT B OF SUBLOT 2 OF TAX LOT 107

AN ADMINISTRATIVE SUBDIVISION LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION

12-T12N-R13E OF THE 6TH P.M., CASS COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I, LARRY A. VAN FLEET, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE BOUNDARY OF "SUBLOT A OF SUBLOT 2 OF TAX LOT 107 & SUBLOT B OF SUBLOT 2 OF TAX LOT 107", LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

SUBLOT A OF SUBLOT 2 OF TAX LOT 2, BEING A TRACT OF LAND LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SUBLOT 2 OF TAX LOT 107, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF WEBSTER BOULEVARD; THENCE N 13°46'34" W, ALONG SAID EAST LINE, A DISTANCE OF 91.95 FEET, TO A POINT OF CURVATURE; THENCE ON A 5895.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING N 13°53'39" W, CHORD DISTANCE OF 32.84 FEET), AN ARC DISTANCE OF 32.84 FEET; THENCE N 89°44'10" E, A DISTANCE OF 420.31 FEET, TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION; THENCE, S 00°04'10" W, ALONG SAID WEST LINE, A DISTANCE OF 120.42 FEET, TO A POINT ON THE SOUTH LINE OF SAID SUBLOT 2 OF TAX LOT 107; THENCE S 89°36'13" W, ALONG SAID SOUTH LINE, A DISTANCE OF 390.39, TO THE POINT OF BEGINNING. CONTAINING 48,996 SQUARE FEET OR 1.125 ACRES, MORE OR LESS.

SUBLOT B OF SUBLOT 2 OF TAX LOT 2, BEING A TRACT OF LAND LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION; THENCE N 89°32'47" E. ALONG THE NORTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION, A DISTANCE OF 560.88 FEET; THENCE S 00°33'36" E, A DISTANCE OF 264.11 FEET; THENCE S 89°23'37" W, A DISTANCE OF 563.80 FEET, TO A POINT ON THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4; THENCE N 00°04'10" E, ALONG SAID WEST LINE OF THE SE 1/4 OF THE NE 1/4, A DISTANCE OF 120.42 FEET, THENCE S 89°44'10" W, A DISTANCE OF 420.31 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBSTER BOULEVARD; THENCE ON A 5895.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING N 14°46'57" W, CHORD DISTANCE OF 150.00 FEET), ALONG SAID EAST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 150.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION; THENCE N 89°44'10" E, ALONG SAID NORTH LINE, A DISTANCE OF 458.76 FEET, TO THE POINT OF BEGINNING. CONTAINING 212,717 SQUARE FEET OR 4.883 ACRES, MORE OR LESS.

DATE: 5-7-96

L. A. Van Fleet
LARRY A. VAN FLEET, L.S. 505

(NEBRASKA REGISTERED LAND SURVEYOR )
(LS-505 )
(LARRY A. VAN FLEET )

APPROVAL OF CITY ADMINISTRATING OFFICIAL

THIS PLAT OF "SUBLOT A OF SUBLOT 2 OF TAX LOT 107 & SUBLOT B OF SUBLOT 2 OF TAX LOT 107", IS APPROVED BY THE CITY ADMINISTRATING OFFICIAL OF THE CITY OF PLATTSMOUTH, NEBRASKA, THIS 16TH DAY OF MAY 1996, A.D.

Jeff Sinnett
JEFF SINNETT, CITY ADMINISTRATING OFFICE

APPROVAL OF MAYOR AND CITY COUNCIL

THIS PLAT OF "SUBLOT A OF SUBLOT 2 OF TAX LOT 107 & SUBLOT B OF SUBLOT 2 OF TAX LOT 107", IS HEREBY APPROVED BY